

**Notice of City Council Regular Meeting  
AGENDA**

**October 25, 2022 at 6:00 PM**

**NOTICE IS HEREBY GIVEN** that a Meeting of the Montgomery City Council will be held on **Tuesday, October 25, 2022, at 6:00 PM** at Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas.

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

**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.** Approval of the October 11, 2022 City Council Regular Meeting Minutes.
- 2.** Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and Josh Cheatham for the Montgomery Grove development (Dev. No. 2214).

**CONSIDERATION AND POSSIBLE ACTION:**

- 3.** Consideration and possible action regarding adoption of the following Resolution:  
"RESOLUTION CONSENTING TO THE CREATION OF MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 224; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO"
- 4.** Consideration and possible action regarding the following:
  - (a) Review of the Annexation petition by Pulte Group.
  - (b) Convene into Public Hearing on the petition to annexation.
  - (c) ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNER APPROXIMATELY 79.910 ACRES OF LAND LOCATED IN THE OWEN SHANNON SURVEY, ABSTRACT NO. 36, MONTGOMERY COUNTY, CONVEYED TO PULTE HOMES OF TEXAS, LP, AS RECORDED UNDER CLERK'S FILE (C.F.) NO. 2022124616 OF THE OFFICIAL PUBLIC RECORDS MONTGOMERY COUNTY (O.P.R.M.C.) INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF MONTGOMERY, TEXAS INCLUDING THE FOLLOWING: FINDINGS OF FACTS, EFFECTIVE DATE; REPEALER; SEVERABILITY; AND PROPER NOTICE AND MEETING

5. Consideration and possible action regarding the following:
- (a) Review of the Annexation petition by HCR Ventures, Ltd.
  - (b) Convene into Public Hearing on the petition to annexation.
  - (c) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNER APPROXIMATELY 33.012 ACRE TRACT OF LAND SITUATED IN THE JOHN CORNER SURVEY, ABSTRACT NO. 8, MONTGOMERY COUNTY, TEXAS, BEING ALL OF THAT CERTAIN CALLED 33.014 ACRE TRACT DESCRIBED IN INSTRUMENT TO BLACKLINE PROPERTIES, LLC – STEWART SERIES, RECORDED IN CLERK'S FILE NO. 2014121541 OF THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS (O.P.R.M.C.T.), SAID TRACT BEING FORMERLY KNOWN AS STEWART CREEK FARMS, SECTION 1, REPLAT, AS SHOWN ON THE MAP OR PLAT, RECORDED IN CABINET Z, SHEET 1, OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS (M.R.M.C.T.), SAID MAP OR PLAT DECLARED AS CANCELED AND THE LAND WITHIN THE BOUNDARIES OF SAID MAP OR PLAT HAVING BEEN REESTABLISHED AS AN ACREAGE TRACT BY INSTRUMENT RECORDED IN CLERK'S FILE NO. 2008027757, O.P.R.M.C.T., INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF MONTGOMERY, TEXAS INCLUDING THE FOLLOWING: FINDINGS OF FACTS, EFFECTIVE DATE; REPEALER; SEVERABILITY; AND PROPER NOTICE AND MEETING.
6. Consideration and possible action on: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS CONSENTING TO THE CREATION OF MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 179 IN MONTGOMERY COUNTY, TEXAS AND ESTABLISHING CONDITIONS APPLICABLE TO THE CREATION OF THE DISTRICT.
7. Consideration and possible action on: AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF § 545.356, TEXAS TRANSPORTATION CODE, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OF PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF MONTGOMERY, AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200 FOR VIOLATION OF THIS ORDINANCE; PROVIDING A REPEALING CLAUSE AND A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN EFFECTIVE DATE AFTER PUBLICATION
8. Consideration and possible action on authorizing the city engineer to begin work on the Flagship Boulevard Storm Sewer & Pavement Replacement Project.
9. Consideration and possible action on awarding the Downtown Sanitary Sewer Rehabilitation Project.
10. Consideration and possible action on authorizing the city engineer to begin work on the 2023 Sanitary Sewer Rehabilitation Project.
11. Consideration and possible action on authorizing the city engineer to begin work on the Lift Station No. 10 Improvements Project.
12. Consideration and possible action on the cancelling the November 22nd and December 27th Regular Meetings.



## **DEPARTMENTAL REPORTS:**

- [13.](#) City Administrator's Report.
- [14.](#) Utility Report.
- [15.](#) Sales Tax Report.
- [16.](#) Finance Report.
- [17.](#) Police Department and Code Enforcement Report.
- [18.](#) Municipal Court Report.
- [19.](#) Public Works Report.
- [20.](#) Utility Operator's Report.
- [21.](#) City Engineer's Report.

## **EXECUTIVE SESSION:**

Adjourn into Closed Session in compliance with Section §551.001 etseq. Texas Government Code, to wit:

1. Section 551.071 Consultation with Attorney;
2. Section 551.074 Personnel matters - Selection of finalists for the City Administrator position; and
3. Section 551.074 Personnel matters - Interim City Administrator.

## **POSSIBLE ACTION FROM EXECUTIVE SESSION:**

Consideration and possible action on matters deliberated in Closed Executive Session.

## **COUNCIL INQUIRY:**

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

## **ADJOURNMENT**

/s/ Nici Browe

Nici Browe, City Secretary. TRMC

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 October 21, 2022 at 4:00 p.m.

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

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**City Council Regular Meeting  
MINUTES**

**October 11, 2022, at 6:00 PM**

**CALL TO ORDER**

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

Present:	Byron Sanford	Mayor
	Carol Langley	City Council Place #1
	Casey Olson	City Council Place #2
	Cheryl Fox	City Council Place #4
	Patricia Easley	City Council Place #5
Absent:	T.J. Wilkerson	City Council Place #3
Also Present:	Dave McCorquodale	Assistant City Administrator& Planning Development
	Nici Browe	City Secretary & Director of Administrative Services

**INVOCATION**

Councilmember Patricia Easley provided the Invocation.

**PLEDGE OF ALLEGIANCE TO FLAGS**

**VISITOR/CITIZENS FORUM:**

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

**CONSENT AGENDA:**

1. Consideration and approval of the minutes of the following:

- a) Regular Council and Public Hearing - September 13, 2022

City Secretary, Ms. Browe announced that after further review of the video, item #10 was amended after the Council packet was issued to correctly reflect that Councilmember Easley voted "No" for that specific item. The Vote should be recorded as (4-1) Councilmember Easley voted against.

- b) Regular Council meeting - September 27, 2022

- c) Special Council meeting - October 3, 2022.

2. Consideration and Acceptance of a 0.1195-acre Public Sanitary Sewer Easement Agreement.

Councilmember Casey Olson moved to approve the consent agenda with the correction to item 1a. as stated by the City Secretary. Councilmember Cheryl Fox seconded the motion. Motion passed (4-0).

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

3. Calling a Public Hearing on the voluntary annexation of 79.910 acres of land located in the Owen Shannon Survey, A-36, in Montgomery County, Texas also known as the Pulte 80-acre tract.

Dave McCorquodale introduced this item and stated that on September 13 council approved the Development Agreement. There are several steps to take for a Type A General Law City for voluntary annexation. Tonight, we are asking Council to set/call a public hearing for October 25, 2022, at 6pm for voluntary annexation.

Councilmember Casey Olson moved to set the Public Hearing to hear voluntary annexation request for the aforementioned property, at the October 25, 2022, meeting at 6pm. Councilmember Carol Langley seconded the motion. Motion passed (4-0).

4. Calling a Public Hearing on the voluntary annexation of 33.012 acres of land located in the John Corner Survey, A-8, in Montgomery County, Texas also known as the HCR Ventures Ltd. 33-acre tract.

Mr. McCorquodale informed Council that this item is almost similar to the previous item and that this was approved September 27, 2022, and also requires a public hearing for its voluntary annexation. The recommended date is the October 25<sup>th</sup> date.

Councilmember Carol Langley moved to set the Public Hearing to hear voluntary annexation request for the aforementioned property, at the October 25, 2022, meeting at 6pm. Councilmember Cheryl Fox seconded the motion.

5. Consideration and possible action on appointment of Planning & Zoning Commission Places 2 and 4.

Mr. McCorquodale introduced this item and provided the terms of the members of the Planning & Zoning Commission. He further added that this year an even year means that Miriam Walker and Bill Simpson places 4 & 2 respectively, are up for reappointment or appointment. He explained to council that there is a big learning curve when joining the Planning & Zoning Commission and he would like to see both Miriam and Bill reappointed.

Mayor Sanford concurred with Mr. McCorquodale assessment.

Councilmember Carol Langley moved to reappoint Miriam Walker to position #4, and Bill Simpson to position 2 for a term of two years. Councilmember Casey Olson seconded the motion. Motion passed (4-0).

6. Consideration and possible action on a variance request for gravel in lieu of asphalt or concrete for the parking lot of the Montgomery Grove located at 22016 Eva Street.

Mr. McCorquodale introduced the item and informed Council that both the City Engineer, Katherine Vu and the applicants were present this evening.

Ms. Vu provided Council with a comprehensive overview of the request for the variance by the applicants and the steps taken at the City level thus far. She went on to add that her company acting as engineers to the city have requested signed and stamped site plans. Thus far the plans are not stamped. Looking at the history of the subject property and the plans, the engineers do not have an objection to approving the variance request, however, they would want a stipulation that signed stamps engineering site plans must be submitted and that they further request that no CO should be issued until this has been completed.

Mayor Sanford asked the Engineer of their turnaround timeline for once plans are requested.

Ms. Vu stated that typically it is approximately two weeks.

Mayor Sanford stated that he was impressed and had never seen before the graph/flow chart on page 40 and inquired where this came from.

Mr. McCorquodale responded that it was from the Development Handbook.

Ms. Vu noted that this was given to ALL applicants and is also available on the City's website.

Councilmember Casey Olson discussed his concerns over the changes and need for ADA access as the Engineer has requested be completed properly. He further added that as a businessman, one thing he find unsettling is surprises. To be fair, the city has seen two plans with changes. Its ok to make changes, but they must be communicated with staff, so its not a shock and adds delay to review processes.

Mr. Cheatham responded to Ms. Vu, and City Council concerns. He stated that he had been told one thing by this very Council and City Staff, regarding the surface, now however, we are being told another after we invested additional funds into the asphalt. He went on to state that this was always going to be about rehabilitation of the restaurant with mobile food truck in the interim. He went on to say his engineers have submitted site plans.

Mr. McCorquodale added clarification in that what the city is seeking is actual stamped and sealed site plans from the applicants engineer. The ones presently submitted to the city are not signed, the signature provides acceptance by the engineer that they are comfortable with the impact downstream. This is incredibly important as this property is within the 100-year flood plain.

Councilmember Carol Langley addressed the applicants and stated that she was wanting to know if they fully understood everything the City is asking of them.

Mr. Cheatham said he did, however, he was advised in January they were grandfathered in and could keep the material.

Mr. McCorquodale stated that he agreed there has been confusion with this project and is unsure where the disconnect actually is. The applicants have been informed of everything as all projects are, have received the same handbook and guidelines as other applicants. That said, the City Engineer and the applicants' engineers have been in communication and appear to be both on the same page, so hopefully the confusion will now stop.

Ms. Vu concluded her presentation and reiterated that they do not have any objections as long as they receive stamped engineering plans.

Councilmember Casey Olson moved to approve the variance request and that the owner is to submit stamped engineering plans. Councilmember Cheryl Fox seconded the motion. Motion passed (4-0).

7. Presentation and Acceptance of a Feasibility Study for the proposed Food Gardens of Olde Montgomery development.

Mr. McCorquodale introduced this item and stated that the feasibility study was handed to all of council by the City Engineer.

Councilmember Carol Langley inquired if the applicant had received a copy.

Ms. Katherine Vu City Engineer confirmed that they did receive a copy of the study.

Ms. Vu proceeded to read portion of the study for the Council, stating that TX Dot have indicated a willingness to be a partner for the round a bout and that this project is NOT in the floodplain.

Council discussed the Round a Bout tie in on 149/Clepper with Ms. Vu.

Councilmember Casey Olson moved to accept the Feasibility Study as presented. Councilmember Patricia Easley seconded the motion. Motion passed (4-0).

8. Presentation and Acceptance of a Feasibility Study for the proposed Summer Wind development.

Ms. Vu presented Council with the Feasibility Study on the Summer Wind development and provided information about the budget for design, and the options up for consideration.

Council discussed the differences between a public street and a private street.

Councilmember Casey Olson moved to accept the Feasibility study as presented. Councilmember Patricia Easley seconded the motion. Motion passed (4-0).

9. Consideration and possible action on approval of Change Order No. 1 to the Water Plant No. 3 Generator Addition contract.

Ms. Vu presented this item and advised council that this is the GLO project, and that in the original plans the contractor was to use conduit that was marked on the site plans, however, upon the field investigation, the conduit did not exist. The change order is for the cost of the conduit.

Council discussed how a site plan can mark conduit, and who bares the responsibility for having incorrect drawings.

Ms. Vu offered several possible reasons, however, noted that it is common for site plans to show something that was actually changed in the field, and the original site plans were left unedited.

Councilmember Casey Olson moved to approve the Change Order No.1 as presented. Councilmember Patricia Easley seconded the motion. Motion passed (4-0).

10. Consideration and possible action on approval of a Service Agreement for Building Plan Review and Inspection Services between the City of Montgomery and Rick Hanna, CBO.

Mr. McCorquodale introduced this item and informed Council that Mr. Hanna has been the City's third-party inspector/plan reviewer since 2004 at least, and thus far has not had a formal agreement in place. This is to bring both parties forward and protect each other by creating a formal agreement. This has been reviewed and approved by Legal on both sides.

Councilmember Carol Langley moved to approve the agreement for and between Rick Hanna and the City of Montgomery for third party inspections, plan review services. Councilmember Casey Olsen seconded the motion. Motion passed (4-0).

11. Consideration and possible action on: AN ORDINANCE BY THE CITY OF MONTGOMERY TEXAS, DENYING ENTERGY TEXAS INC, STATEMENT OF INTENT AND APPLICATION FOR AUTHORITY TO CHANGE RATES FILED ON JULY 1, 2022; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

Mr. McCorquodale informed Council that this is the final part in the denials of utility rates by Entergy. He provided some historical background as to the process in rates being discussed at the Public Utilities Commission.

Councilmember Casey Olson moved to approve the adoption of the Denial for the ETI as presented. Councilmember Patricia Easley seconded the motion. Motion passed (4-0).

#### **EXECUTIVE SESSION:**

Adjourn into Closed Executive Session as authorized by the Texas Open Meetings Act, Chapter 551 of the Government Code of the State of Texas.

The City Council reserves the right to discuss any of the items listed specifically under this heading or for any items listed above in executive closed session as permitted by law including if they meet the qualifications in:

Sections 551.071 (consultation with attorney),

551.072 (deliberation regarding real property),

551.073 (deliberation regarding gifts),

551.074 (personnel matters),

551.076 (deliberation regarding security devices), and

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

Council did not enter into Executive Session.

#### **POSSIBLE ACTION FROM EXECUTIVE SESSION:**

Council did not enter into Executive Session.

#### **COUNCIL INQUIRY:**

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

Council did not have any inquiry. Mr. Dave McCorquodale informed Council that in front of them is a copy of the flyer to go out into water bills that will allow the City to conduct a survey on the veteran's recognition and gauge the level of interest.

#### **ADJOURNMENT**



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

**ADJOURNED: 7:27 PM**

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

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

Nici Browe, City Secretary

\_\_\_\_\_

Byron Sanford, Mayor

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> October 25, 2022	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Admin	<b>Prepared By:</b> DMc

**Subject**

Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and Josh Cheatham for the Montgomery Grove development (Dev. No. 2214).

**Recommendation**

Motion to Approve the Agreement as presented.

**Discussion**

This agreement and escrow account will cover the staff and consultant costs related to the review of civil site plans for the development.

**Approved By**

		Date:
Interim City Administrator	Dave McCorquodale	Date: 10/20/2022

**ESCROW AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF MONTGOMERY, TEXAS,**

**AND**

**Josh Cheatham**

**Dev. No. 2214**

THE STATE OF TEXAS                    ⤵

COUNTY OF MONTGOMERY            ⤵

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

**RECITALS**

WHEREAS, the Developer desires to acquire and develop all or part of a 2.666-acre tract sometimes referred to as the Montgomery Food Truck Park Tract, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

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

**AGREEMENT**

**ARTICLE I**

**SERVICES REQUIRED**

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

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

**ARTICLE II**

**FINANCING AND SERVICES**

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

Administrative	\$500
City Engineer	\$4,000
Legal	\$500
<hr/>	
TOTAL	\$5,000

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

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

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

### ARTICLE III,

#### MISCELLANEOUS

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

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

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

If to City, to:	City Administrator City of Montgomery 101 Old Plantersville Rd. Montgomery, Texas 77356
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If to Developer, to:	Josh Cheatham 85 Lake Forest Circle Conroe, Texas 77384
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The parties shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party.

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

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



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

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

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

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

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

CITY OF MONTGOMERY, TEXAS

By: \_\_\_\_\_  
Byron Sanford, Mayor

ATTEST:

By: \_\_\_\_\_  
Nici Browe, City Secretary

Josh Chentham  
Developer

By: [Signature]  
Signature

Title: Owner

STATE OF TEXAS {

COUNTY OF MONTGOMERY {

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

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

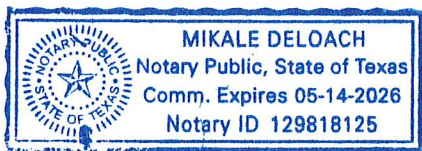
\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS {

COUNTY OF Montgomery {

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 20 day of October, 2022.



Mikale DeLoach  
Notary Public, State of Texas

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> October 25, 2022	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Admin	<b>Prepared By:</b> DMc

**Subject**

Consideration and possible action regarding adoption of the following Resolution: "RESOLUTION  
CONSENTING TO THE CREATION OF MONTGOMERY COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 224; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO"

**Recommendation**

Motion to adopt the Resolution as presented.

**Discussion**

The city attorney can explain the details of this item.

**Approved By**

		Date:
Interim City Administrator	Dave McCorquodale	Date: 10/21/2022

**RESOLUTION NO. \_\_\_\_\_****RESOLUTION CONSENTING TO THE CREATION OF MONTGOMERY COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 224; AND SETTING FORTH OTHER  
PROVISIONS RELATED THERETO**

WHEREAS, Pursuant to Chapters 49 and 54 of the Texas Water Code, Sarah Anne Peel Mabry (herein the "Petitioner") has petitioned for consent to the creation of Montgomery County Municipal Utility District No. 224 (the "District") to serve the approximately 79.910 acres of land located in Montgomery County, Texas, as described in the attached Exhibit "A" and

WHEREAS, a portion of the land to be included within the District is located within the jurisdiction of the City of Montgomery, Texas; and

WHEREAS, Section 42.042, Texas Local Government Code, provides that land within the jurisdiction of a city may not be included within a municipal utility district without the written consent of such city, town, or village; and

WHEREAS, Petitioner has submitted to the Mayor and City Council of the City of Montgomery, Texas, a Petition for Consent to Creation of Montgomery County Municipal Utility District No. 224; and

WHEREAS, the general nature of the work to be done by and within the District is (i) the design, construction, acquisition, improvement, extension, maintenance, and operation of a waterworks and sanitary sewer system for municipal, domestic, industrial, and commercial purposes; (ii) the design, construction, acquisition, improvement, extension, maintenance, and operation of works, improvements, facilities, systems, plants, equipment, and appliances helpful or necessary to provide more adequate drainage for the District; (iii) to control, gather, conduct, divert, abate, and amend local storm waters or other harmful excesses of waters, and such other design, construction, acquisition, improvement, extension, maintenance, and operation of such additional facilities, systems, plants and enterprises as are helpful or necessary for such purposes; (iv) the design, construction, acquisition, extension, maintenance, and operation of macadamized, graveled, or paved roads or turnpikes, or improvements in aid of those roads or turnpikes, inside or outside the District, as authorized by Article III, Section 52, of the Texas Constitution; (v) the financing, developing, and maintaining of parks and recreational facilities for the people in the District; and (vi) such other design, construction, acquisition, installation, improvement, extension, maintenance, and operation of such additional facilities, systems, plants, and enterprises as shall be consonant with all of the purposes for which the District is created; and

WHEREAS, the City Council of the City of Montgomery, Texas desires to adopt Resolution No. \_\_\_\_\_ as set forth herein for the purpose of consenting to the creation of the District.

NOW THEREFORE,

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

1. That all of the matters and facts set out in the preamble hereof be true and correct.
2. That the City Council of the City of Montgomery, Texas, hereby specifically gives its written consent, as provided by Section 42.042, Texas Local Government Code, to the creation of Montgomery County Municipal Utility District No. 224, within the city limits of the City of Montgomery Texas, the boundaries of the land to be included within the District being described in Exhibit "A" attached hereto and made a part hereof for all purposes.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**



PASSED AND APPROVED on this                      day of \_\_\_\_\_  
2022.

ATTEST:

\_\_\_\_\_  
Mayor, City of Montgomery

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

(SEAL)

**EXHIBIT "A"**

The Land

(79.910 acres)

[attached]

**CERTIFICATE OF RESOLUTION NO. \_\_\_\_\_**

**MONTGOMERY, TEXAS**

**I, the undersigned City Secretary of the City of Montgomery, Texas hereby certify that the attached and foregoing is a true and correct copy of Resolution No. \_\_\_\_\_ of the City of Montgomery, Texas, consenting to the creation of a municipal utility district, to be known as Montgomery County Municipal Utility District No. 224. I further certify that said Resolution was passed and approved by the City Council of the City of Montgomery, Texas on \_\_\_\_\_, 20\_\_\_\_.**

**WITNESS MY HAND AND SEAL OF THE CITY OF MONTGOMERY, TEXAS, the \_\_\_\_\_ day of \_\_\_\_\_ 2022.**

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

**(SEAL)**

**Montgomery City Council**  
**AGENDA REPORT**

<b>Meeting Date:</b> October 25, 2022	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Admin	<b>Prepared By:</b> DMc

**Subject**

Consideration and possible action regarding the following:

- (a) Review of the Annexation petition by Pulte Group.
- (b) Convene into Public Hearing on the petition to annexation.

(c) ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNER APPROXIMATELY 79.910 ACRES OF LAND LOCATED IN THE OWEN SHANNON SURVEY, ABSTRACT NO. 36, MONTGOMERY COUNTY, CONVEYED TO PULTE HOMES OF TEXAS, LP, AS RECORDED UNDER CLERK'S FILE (C.F.) NO. 2022124616 OF THE OFFICIAL PUBLIC RECORDS MONTGOMERY COUNTY (O.P.R.M.C.) INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF MONTGOMERY, TEXAS INCLUDING THE FOLLOWING: FINDINGS OF FACTS, EFFECTIVE DATE; REPEALER; SEVERABILITY; AND PROPER NOTICE AND MEETING

**Recommendation**

Motion to Approve the Ordinance as presented.

**Discussion**

As you are aware, this is the action that formally annexes the almost 80 acres into the City.

**Approved By**

		Date:
Interim City Administrator	Dave McCorquodale	Date: 10/18/2022

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNER APPROXIMATELY 79.910 ACRES OF LAND LOCATED IN THE OWEN SHANNON SURVEY, A-36, IN MONTGOMERY COUNTY, TEXAS, SAID 79.910 ACRES BEING A PORTION OF A CALL 80.72 ACRE TRACT OF LANDED RECORDED IN THE NAME OF SARAH ANNE PEEL MABRY IN VOLUME 683, PAGE 279 OF THE MONTGOMERY COUNTY DEED RECORDS (M.C.D.R.) INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF MONTGOMERY, TEXAS INCLUDING THE FOLLOWING: FINDINGS OF FACTS, EFFECTIVE DATE; REPEALER; SEVERABILITY; AND PROPER NOTICE AND MEETING.

\*\*\*

WHEREAS, the City of Montgomery, Texas ("City") is a Type-A, General Law municipality located in Montgomery County, Texas with the rights and privileges thereto; and

WHEREAS, Section 43.0671 of the Texas Local Government Code authorizes a Type-A general law municipality to extend the boundaries of the municipality and annex an area adjacent to the municipality by petition of area landowner in accordance with the procedural rules prescribed by Texas Local Government Code Chapter 43; and

WHEREAS, the City received a written petition requesting the voluntary annexation of the area described in Exhibit A, on June 24, 2022; and

WHEREAS, the area identified in Exhibit A, is part of the Owen Shannon Survey, A-36, Montgomery County, Texas, and adjacent and contiguous to the City limits; and

WHEREAS, the City Council of the City of Montgomery, Texas ("City Council") has conducted the required public hearing, held on October 25, 2022, regarding annexation of the area and has provided all required notices within the timeframes established under Chapter 43 of the Texas Local Government Code; and

WHEREAS, the City has entered into a municipal service annexation agreement for the area to be annexed in accordance with Section 43.0672 of the Texas Local Government Code providing for agreed upon municipal services; and

WHEREAS, the City Council deems it to be in the best interest of the citizens of the City to annex said territories into the City.

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

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

**Section 2. Annexation of Territory.** The property in the area described in Exhibit A, which are attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Montgomery, and is made an integral part, hereof. The official map and boundaries of the City of Montgomery are hereby amended and revised so as to include the area annexed, and to reflect the expansion of the City's corporate limits resulting from such annexation. A municipal service agreement was entered into between the City and the property owner with the applicable provisions of state law pertaining to annexation. The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City of Montgomery and are hereby bound by all acts, ordinances and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

**Section 3. Effective Date.** This Ordinance is effective and the annexation achieved herein shall be final and complete upon adoption of this Ordinance on the date set forth below.

**Section 4. Filing.** The City Secretary is hereby instructed to include this Ordinance in the records of the City. The City Secretary is hereby instructed to have prepared maps depicting the new municipal boundaries and extraterritorial jurisdiction. The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Montgomery County Clerk. The City Secretary is hereby instructed to submit by certified mail a certified copy of the annexation ordinance a map of the entire city that shows the change in boundaries, with the annexed portions clearly distinguished, resulting from the annexation to the Texas Comptroller's Office.

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

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



**PASSED AND APPROVED** this \_\_\_\_\_ day of October 2022, by a vote \_\_\_\_ (ayes) to \_\_\_\_ (nays) to \_\_\_\_\_ (abstentions) of the City Council of the City of Montgomery, Texas.

**CITY OF MONTGOMERY:**

\_\_\_\_\_  
BYRON SANFORD, Mayor

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
NICOLA BROWNE, City Secretary

## EXHIBIT A

Being a tract containing 79.910 acres of land located in the Owen Shannon Survey, A-36, in Montgomery County, Texas. Said 79.910 acres being a portion of a call 80.72 acre tract of land recorded in the name of Sarah Anne Peel Mabry in Volume 683, Page 279 of the Montgomery County Deed Records (M.C.D.R.). Said 79.910 acres being more particularly described by metes and bounds as follows (bearings are referenced to the Texas Coordinate System of 1983, Central Zone, based on GPS observations):

**BEGINNING** at a 3/4 inch axle found at the southwest corner of said 80.72 acres, the southeast corner of Terra Vista At Waterstone Section One, a subdivision recorded in Cabinet Z, Sheets 3587-3589 of the Montgomery County Map Records (M.C.M.R.) and being on the north line of a call 155.2494 acre tract of land recorded in the name of Waterstone on Lake Conroe, Inc., under File Number 2008023660 of the Official Public Records of Montgomery County (O.P.R.M.C.);

**THENCE**, with the west line of said 80.72 acres and the east line of said Terra Vista At Waterstone Section One, North 04 degrees 12 minutes 19 seconds West, a distance of 1,251.43 feet to the beginning of a non-tangent curve to the left on the southeast Right-of-Way (R.O.W.) line of FM 1097, based on a width of 80 feet, as described in Volume 5, Page 120 and Volume 291, Page 280 of the M.C.D.R. from which a found 5/8 inch capped iron rod stamped "Glezman" bears South 05 degrees 57 minutes 51 seconds West, 4.12 feet;

**THENCE**, with said R.O.W. line, the following four (4) courses:

- 1.) 116.53 feet along the arc of said curve having a radius of 994.93 feet, a central angle of 06 degrees 42 minutes 39 seconds and a chord which bears North 30 degrees 31 minutes 52 seconds East, 116.47 feet to a point of tangency from which a found 5/8 inch capped iron rod stamped "Glezman" bears North 41 degrees 20 minutes 24 seconds East, 1.08 feet;
- 2.) North 27 degrees 10 minutes 33 seconds East, a distance of 58.80 feet to a point of curvature to the right from which a found 5/8 inch capped iron rod stamped "Glezman" bears North 89 degrees 48 minutes 55 seconds East, 0.49 feet;
- 3.) 343.86 feet along the arc of said curve having a radius of 914.93 feet, a central angle of 21 degrees 32 minutes 00 seconds and a chord which bears North 37 degrees 56 minutes 33 seconds East, 341.84 feet to a 5/8 inch capped iron rod found at a point of tangency;
- 4.) North 48 degrees 42 minutes 33 seconds East, a distance of 234.80 feet to the southwest corner of a call 123.299 acre tract of land recorded in the name of George W. Faulkner and Inez Mary Faulkner under File Number 2000011143 of the O.P.R.M.C. and being on the north line of said 80.72 acres, from which a found 1/2 inch iron rod bears South 87 degrees 59 minutes 38 seconds West, 3.15 feet;

**THENCE**, with the north line of said 80.72 acres and the south line of said 123.299 acres, North 87 degrees 59 minutes 38 seconds East, a distance of 1,355.98 feet to a 1 inch iron pipe found at the northeast corner of said 80.72 acres and the northwest corner of Grand Harbor Section Fourteen, a subdivision recorded in Cabinet Z, Sheets 499-502 of the M.C.M.R.;

**THENCE**, with the east line of said 80.72 acres, the west line of said Grand Harbor Section Fourteen and the west line of Grand Harbor Section Ten, a subdivision recorded in Cabinet Z, Sheets 760-761 M.C.M.R., South 03 degrees 47 minutes 30 seconds East, a distance of 2,010.30 feet to a 5/8 inch capped iron rod stamped "Town & Country" found at the southeast corner of said 80.72 acres and being on the north line of aforesaid 155.2494 acres;

**THENCE**, with the south line of said 80.72 acres (as occupied) and the north line of said 155.2494 acres, the following two (2) courses:

- 1.) North 89 degrees 19 minutes 09 seconds West, a distance of 793.74 feet to a 5/8 inch capped iron rod (illegible) found;
- 2.) North 83 degrees 25 minutes 59 seconds West, a distance of 1,082.36 feet to the **POINT OF BEGINNING** and containing 79.901 acres of land, more or less.

## AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MONTGOMERY

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Montgomery (the "Agreement") is entered into by and between the City of Montgomery, Texas, a municipal corporation ("City"), and the undersigned property owner, Pulte Homes of Texas, L.P., a Texas limited partnership ("Pulte"), both of which may be referred to herein singularly as "Party" or collectively as the "Parties."

### RECITALS

**WHEREAS**, upon the request of Pulte, the City intends to institute annexation proceedings for an area of land described more fully hereinafter in Exhibit A and attached hereto (the "Subject Property"); and

**WHEREAS**, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the Subject Property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation; and

**WHEREAS**, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City's consideration of an ordinance annexing the Subject Property, it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective; and

**WHEREAS**, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the Subject Property (the "Effective Date"); and

**WHEREAS**, the Subject Property is not included in the municipal annexation plan and is exempt from the requirements thereof; and

**WHEREAS**, infrastructure provided for in the Development Agreement between the City and Pulte Homes of Texas, L.P. (the "Development Agreement"), incorporated herein by reference, is sufficient to service the Subject Property on the same terms and conditions as other similarly situated properties currently within the City limits to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

**WHEREAS**, it is found that all statutory requirements have been satisfied and the City is authorized by Chapter 43, Loc. Gov't. Code, to annex the Subject Property into the City;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between Pulte and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by section 43.0672 of the Texas Local Government Code. The services

detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the Subject Property on the Effective Date of annexation:

- 1) **General Municipal Services.** Pursuant to this Agreement, the following services shall be provided immediately from the Effective Date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the subject property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD's present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Subject Property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the Subject Property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

- E. Pulte shall design and construct all park and recreational facilities to serve the Subject Property 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 Montgomery County Municipal Utility District No. 224 (the "District").
- F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.
- G. Maintenance of other City facilities, buildings and service.
- H. Land use regulation as follows:

On the Effective Date of annexation, Pulte agrees that the development of the Subject Property shall be in accordance with the City Code except as to lot size: all platted single-family residential lots within the District may be a minimum of 45 feet wide and 120 feet long and 5,400 square feet. This Agreement constitutes the City's acceptance of the described variance from its City Code.

- 2) **Scheduled Municipal Services.** Due to the size and vacancy of the Subject Property, water service and maintenance, wastewater service and maintenance, and maintenance of streets and rights-of-way will be provided in accordance with the salient provisions of the Development Agreement.
- 3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the Effective Date of the annexation and in accordance with the Development Agreement.
- 4) **Term.** If not previously expired, this Agreement expires at the end of ten (10) years.
- 5) **Property Description.** The legal description of the Subject Property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.
- 6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.
- 7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Montgomery County, Texas.
- 8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

- 9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.
- 10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

*[signature pages follow]*

**EXECUTED and AGREED to by the Parties this the \_\_\_\_\_ day of October, 2022.**

**ATTEST:**

**THE CITY OF MONTGOMERY, TEXAS**

\_\_\_\_\_  
Nicola Browe, City Secretary

\_\_\_\_\_  
Byron Sanford, Mayor

**PULTE HOMES OF TEXAS, L.P.,**  
a Texas limited partnership

By: \_\_\_\_\_

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

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



## EXHIBIT A

Being a tract containing 79.910 acres of land located in the Owen Shannon Survey, A-36, in Montgomery County, Texas. Said 79.910 acres being a portion of a call 80.72 acre tract of land recorded in the name of Sarah Anne Peel Mabry in Volume 683, Page 279 of the Montgomery County Deed Records (M.C.D.R.). Said 79.910 acres being more particularly described by metes and bounds as follows (bearings are referenced to the Texas Coordinate System of 1983, Central Zone, based on GPS observations):

**BEGINNING** at a 3/4 inch axle found at the southwest corner of said 80.72 acres, the southeast corner of Terra Vista At Waterstone Section One, a subdivision recorded in Cabinet Z, Sheets 3587-3589 of the Montgomery County Map Records (M.C.M.R.) and being on the north line of a call 155.2494 acre tract of land recorded in the name of Waterstone on Lake Conroe, Inc., under File Number 2008023660 of the Official Public Records of Montgomery County (O.P.R.M.C.);

**THENCE**, with the west line of said 80.72 acres and the east line of said Terra Vista At Waterstone Section One, North 04 degrees 12 minutes 19 seconds West, a distance of 1,251.43 feet to the beginning of a non-tangent curve to the left on the southeast Right-of-Way (R.O.W.) line of FM 1097, based on a width of 80 feet, as described in Volume 5, Page 120 and Volume 291, Page 280 of the M.C.D.R. from which a found 5/8 inch capped iron rod stamped "Glezman" bears South 05 degrees 57 minutes 51 seconds West, 4.12 feet;

**THENCE**, with said R.O.W. line, the following four (4) courses:

1.) 116.53 feet along the arc of said curve having a radius of 994.93 feet, a central angle of 06 degrees 42 minutes 39 seconds and a chord which bears North 30 degrees 31 minutes 52 seconds East, 116.47 feet to a point of tangency from which a found 5/8 inch capped iron rod stamped "Glezman" bears North 41 degrees 20 minutes 24 seconds East, 1.08 feet;

2.) North 27 degrees 10 minutes 33 seconds East, a distance of 58.80 feet to a point of curvature to the right from which a found 5/8 inch capped iron rod stamped "Glezman" bears North 89 degrees 48 minutes 55 seconds East, 0.49 feet;

3.) 343.86 feet along the arc of said curve having a radius of 914.93 feet, a central angle of 21 degrees 32 minutes 00 seconds and a chord which bears North 37 degrees 56 minutes 33 seconds East, 341.84 feet to a 5/8 inch capped iron rod found at a point of tangency;

4.) North 48 degrees 42 minutes 33 seconds East, a distance of 234.80 feet to the southwest corner of a call 123.299 acre tract of land recorded in the name of George W. Faulkner and Inez Mary Faulkner under File Number 2000011143 of the O.P.R.M.C. and being on the north line of said 80.72 acres, from which a found 1/2 inch iron rod bears South 87 degrees 59 minutes 38 seconds West, 3.15 feet;

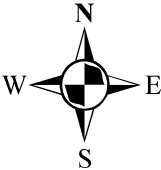
**THENCE**, with the north line of said 80.72 acres and the south line of said 123.299 acres, North 87 degrees 59 minutes 38 seconds East, a distance of 1,355.98 feet to a 1 inch iron pipe found at the northeast corner of said 80.72 acres and the northwest corner of Grand Harbor Section Fourteen, a subdivision recorded in Cabinet Z, Sheets 499-502 of the M.C.M.R.;

**THENCE**, with the east line of said 80.72 acres, the west line of said Grand Harbor Section Fourteen and the west line of Grand Harbor Section Ten, a subdivision recorded in Cabinet Z, Sheets 760-761 M.C.M.R., South 03 degrees 47 minutes 30 seconds East, a distance of 2,010.30 feet to a 5/8 inch capped iron rod stamped "Town & Country" found at the southeast corner of said 80.72 acres and being on the north line of aforesaid 155.2494 acres;

**THENCE**, with the south line of said 80.72 acres (as occupied) and the north line of said 155.2494 acres, the following two (2) courses:

- 1.) North 89 degrees 19 minutes 09 seconds West, a distance of 793.74 feet to a 5/8 inch capped iron rod (illegible) found;
- 2.) North 83 degrees 25 minutes 59 seconds West, a distance of 1,082.36 feet to the **POINT OF BEGINNING** and containing 79.901 acres of land, more or less.





**LEGEND**

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

Date: 4/8/2022

0 0.1  
mi  
1 INCH = 752 FEET

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

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



**Montgomery City Council**  
**AGENDA REPORT**

<b>Meeting Date:</b> October 25, 2022	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Admin	<b>Prepared By:</b> DMc

**Subject**

Consideration and possible action regarding the following:

(a) Review of the Annexation petition by HCR Ventures, Ltd.

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

(c) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNER APPROXIMATELY 33.012 ACRE TRACT OF LAND SITUATED IN THE JOHN CORNER SURVEY, ABSTRACT NO. 8, MONTGOMERY COUNTY, TEXAS, BEING ALL OF THAT CERTAIN CALLED 33.014 ACRE TRACT DESCRIBED IN INSTRUMENT TO BLACKLINE PROPERTIES, LLC – STEWART SERIES, RECORDED IN CLERK'S FILE NO. 2014121541 OF THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS (O.P.R.M.C.T.), SAID TRACT BEING FORMERLY KNOWN AS STEWART CREEK FARMS, SECTION 1, REPLAT, AS SHOWN ON THE MAP OR PLAT, RECORDED IN CABINET Z, SHEET 1, OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS (M.R.M.C.T.), SAID MAP OR PLAT DECLARED AS CANCELED AND THE LAND WITHIN THE BOUNDARIES OF SAID MAP OR PLAT HAVING BEEN REESTABLISHED AS AN ACREAGE TRACT BY INSTRUMENT RECORDED IN CLERK'S FILE NO. 2008027757, O.P.R.M.C.T., INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF MONTGOMERY, TEXAS INCLUDING THE FOLLOWING: FINDINGS OF FACTS, EFFECTIVE DATE; REPEALER; SEVERABILITY; AND PROPER NOTICE AND MEETING.

**Recommendation**

Motion to Approve the Ordinance as presented.

**Discussion**

As you are aware, this is the action that formally annexes the 33 acres into the City.

**Approved By**

		Date:
Interim City Administrator	Dave McCorquodale	Date: 10/18/2022

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNER APPROXIMATELY 33.012 ACRE TRACT OF LAND SITUATED IN THE JOHN CORNER SURVEY, ABSTRACT NO. 8, MONTGOMERY COUNTY, TEXAS, BEING ALL OF THAT CERTAIN CALLED 33.014 ACRE TRACT DESCRIBED IN INSTRUMENT TO BLACKLINE PROPERTIES, LLC – STEWART SERIES, RECORDED IN CLERK'S FILE NO. 2014121541 OF THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS (O.P.R.M.C.T.), SAID TRACT BEING FORMERLY KNOWN AS STEWART CREEK FARMS, SECTION 1, REPLAT, AS SHOWN ON THE MAP OR PLAT, RECORDED IN CABINET Z, SHEET 1, OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS (M.R.M.C.T.), SAID MAP OR PLAT DECLARED AS CANCELED AND THE LAND WITHIN THE BOUNDARIES OF SAID MAP OR PLAT HAVING BEEN REESTABLISHED AS AN ACREAGE TRACT BY INSTRUMENT RECORDED IN CLERK'S FILE NO. 2008027757, O.P.R.M.C.T., INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF MONTGOMERY, TEXAS INCLUDING THE FOLLOWING: FINDINGS OF FACTS, EFFECTIVE DATE; REPEALER; SEVERABILITY; AND PROPER NOTICE AND MEETING.

\*\*\*

WHEREAS, the City of Montgomery, Texas ("City") is a Type-A, General Law municipality located in Montgomery County, Texas with the rights and privileges thereto; and

WHEREAS, Section 43.0671 of the Texas Local Government Code authorizes a Type-A general law municipality to extend the boundaries of the municipality and annex an area adjacent to the municipality by petition of area landowner in accordance with the procedural rules prescribed by Texas Local Government Code Chapter 43; and

WHEREAS, the City received a written petition requesting the voluntary annexation of the area described in Exhibit A, on April 29, 2022; and

WHEREAS, the area identified in Exhibit A, is part of the John Corner Survey, Abstract No. 8, Montgomery County, Texas, and adjacent and contiguous to the City limits; and

WHEREAS, the City Council of the City of Montgomery, Texas ("City Council") has conducted the required public hearing, held on October 25, 2022, regarding annexation of the area and has provided all required notices within the timeframes established under Chapter 43 of the Texas Local Government Code; and

WHEREAS, the City has entered into a municipal service annexation agreement for the area to be annexed in accordance with Section 43.0672 of the Texas Local Government Code providing for agreed upon municipal services; and

WHEREAS, the City Council deems it to be in the best interest of the citizens of the City to annex said territory into the City.

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

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

**Section 2. Annexation of Territory.** The property in the area described in Exhibit A, which are attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Montgomery, and is made an integral part, hereof. The official map and boundaries of the City of Montgomery are hereby amended and revised so as to include the area annexed, and to reflect the expansion of the City's corporate limits resulting from such annexation. A municipal service agreement was entered into between the City and the property owner with the applicable provisions of state law pertaining to annexation. The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City of Montgomery and are hereby bound by all acts, ordinances and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

**Section 3. Effective Date.** This Ordinance is effective and the annexation achieved herein shall be final and complete upon adoption of this Ordinance on the date set forth below.

**Section 4. Filing.** The City Secretary is hereby instructed to include this Ordinance in the records of the City. The City Secretary is hereby instructed to have prepared maps depicting the new municipal boundaries and extraterritorial jurisdiction. The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Montgomery County Clerk. The City Secretary is hereby instructed to submit by certified mail a certified copy of the annexation ordinance a map of the entire city that shows the change in boundaries, with the annexed portion clearly distinguished, resulting from the annexation, to the Texas Comptroller's Office.

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

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of October 2022, by a vote \_\_\_\_ (ayes) to \_\_\_\_ (nays) to \_\_\_\_\_ (abstentions) of the City Council of the City of Montgomery, Texas.

**CITY OF MONTGOMERY:**

\_\_\_\_\_  
BYRON SANFORD, Mayor

APPROVED:

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

ATTEST:

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

**EXHIBIT "A"****METES AND BOUNDS****FIELD NOTE DESCRIPTION****33.012 ACRES****IN THE JOHN CORNER SURVEY, ABSTRACT NO. 8  
MONTGOMERY COUNTY, TEXAS**

BEING a 33.012 acre tract of land situated in the John Corner Survey, Abstract No. 8, Montgomery County, Texas, being all of that certain called 33.014 acre tract described in instrument to Blackline Properties, LLC - Stewart Series, recorded in Clerk's File No. 2014121541 of the Official Public Records of Montgomery County, Texas (O.P.R.M.C.T.), said tract being formerly known as Stewart Creek Farms, Section 1, Replat, as shown on the map or plat, recorded in Cabinet Z, Sheet 1, of the Map Records of Montgomery County, Texas (M.R.M.C.T.), said map or plat declared as canceled and the land within the boundaries of said map or plat having been reestablished as an acreage tract by instrument recorded in Clerk's File No. 2008027757, O.P.R.M.C.T., said 33.012 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a ½ inch iron rod with cap stamped "TPS 100834-00" found in the northwesterly right-of-way of Stewart Creek Road (80' width), for the common easterly corner of said 33.014 acre tract and Pizza Shack Montgomery, as shown on the map or plat thereof, recorded in Cabinet Z, Sheet 4068 of the Map Records of Montgomery County, Texas, M.R.M.C.T., being the southeasterly corner of the herein described 33.012 acre tract;

THENCE North 79°38'17" West, with the common line of said 33.012 acre tract and said Pizza Shack Montgomery, at a distance of 573.20 feet, pass a 5/8 inch iron rod found for reference, in all, a total distance of 623.20 feet, to a calculated point in the approximate centerline of Stewart Creek, in the easterly line of Montgomery First, as shown on the map or plat thereof, recorded in Cabinet Z, Sheet 4633, M.R.M.C.T., being the southwesterly corner of the herein described 33.012 acre tract;

THENCE with the common line of said 33.014 acre tract and said Montgomery First, and with the meander of said Stewart Creek, the following six (6) courses and distances:

- 1) North 27°37'17" West, 14.48 feet to a calculated point;
- 2) North 23°12'19" West, 29.35 feet to a calculated point;
- 3) North 33°34'44" East, 48.71 feet to a calculated point;
- 4) North 60°22'16" East, 26.16 feet to a calculated point;
- 5) South 81°09'46" East, 28.16 feet to a calculated point;
- 6) North 68°48'45" East, 54.23 feet to a calculated point;

THENCE North 27°45'12" East, 52.77 feet, departed said approximate centerline, and continuing with said common line, to a calculated point for a common corner of said 33.014 acre tract and said Montgomery First, being an interior corner of the herein described 33.012 acre tract;

THENCE North 24°18'40" West, 38.60 feet, continuing with said common line, to a calculated point in said approximate centerline, for a common corner of said 33.014 acre tract and said Montgomery First, being an interior corner of the herein described 33.012 acre tract;

THENCE with the easterly line of said Montgomery First, the easterly line of Estates of Mia Lago, Section 1, as shown on the map or plat thereof, recorded in Cabinet Z, Sheet 1130, M.R.M.C.T., and the

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southeasterly line of a called 145.0997 acre tract described in instrument to Estates of Mia Lago, LTD., recorded in Clerk's File No. 2007027108, O.P.R.M.C.T., common to the westerly line of said 33.014 acre tract, and with the meander of said Stewart Creek, the following fifty-five (55) courses and distances:

- 1) North 56°59'56" West, 12.63 feet, to a calculated point;
- 2) North 36°11'39" West, 35.35 feet, to a calculated point;
- 3) North 36°36'23" West, 29.64 feet, to a calculated point;
- 4) North 09°14'43" East, 32.17 feet, to a calculated point;
- 5) North 32°16'00" West, 39.73 feet, to a calculated point;
- 6) North 20°15'46" West, 80.58 feet, to a calculated point;
- 7) North 26°23'26" West, 28.71 feet, to a calculated point;
- 8) North 46°39'04" West, 27.15 feet, to a calculated point;
- 9) North 31°17'16" West, 48.19 feet, to a calculated point;
- 10) North 31°03'06" West, 29.87 feet, to a calculated point;
- 11) North 25°12'48" West, 46.82 feet, to a calculated point;
- 12) North 34°38'53" East, 42.98 feet, to a calculated point;
- 13) North 44°25'09" East, 25.13 feet, to a calculated point;
- 14) North 20°03'21" West, 44.34 feet, to a calculated point;
- 15) North 27°28'59" West, 33.19 feet, to a calculated point;
- 16) North 17°51'17" West, 33.34 feet, to a calculated point;
- 17) North 53°44'49" West, 43.76 feet, to a calculated point;
- 18) North 48°15'05" West, 80.52 feet, to a calculated point;
- 19) North 17°25'55" West, 25.27 feet, to a calculated point;
- 20) North 30°35'20" East, 24.23 feet, to a calculated point;
- 21) North 66°28'48" East, 49.89 feet, to a calculated point;
- 22) North 20°48'49" East, 56.36 feet, to a calculated point;
- 23) North 36°42'40" West, 35.74 feet, to a calculated point;
- 24) North 03°27'08" West, 40.39 feet, to a calculated point;
- 25) North 24°53'50" East, 19.68 feet, to a calculated point;
- 26) North 56°11'55" East, 57.26 feet, to a calculated point;
- 27) North 57°14'40" East, 87.66 feet, to a calculated point;
- 28) North 04°00'25" East, 29.91 feet, to a calculated point;
- 29) North 14°11'06" West, 44.87 feet, to a calculated point;
- 30) North 08°19'55" West, 43.52 feet, to a calculated point;
- 31) North 17°05'56" East, 68.85 feet, to a calculated point;
- 32) North 29°47'43" East, 65.09 feet, to a calculated point;
- 33) North 39°41'36" East, 59.61 feet, to a calculated point;
- 34) North 53°22'27" East, 39.07 feet, to a calculated point;
- 35) North 67°44'03" East, 41.04 feet, to a calculated point;
- 36) North 48°22'27" East, 32.57 feet, to a calculated point;
- 37) North 13°08'02" East, 20.05 feet, to a calculated point;
- 38) North 02°40'52" West, 33.51 feet, to a calculated point;
- 39) North 19°00'23" West, 35.41 feet, to a calculated point;
- 40) North 22°19'54" West, 37.10 feet, to a calculated point;
- 41) North 19°15'45" West, 52.68 feet, to a calculated point;
- 42) North 21°48'41" East, 44.20 feet, to a calculated point;
- 43) North 37°40'50" East, 27.31 feet, to a calculated point;
- 44) North 84°35'26" East, 57.88 feet, to a calculated point;
- 45) North 50°14'38" East, 42.47 feet, to a calculated point;
- 46) North 48°07'08" East, 46.85 feet, to a calculated point;

- 47) North 73°22'57" East, 46.92 feet, to a calculated point;
- 48) North 88°00'57" East, 48.25 feet, to a calculated point;
- 49) South 66°12'21" East, 29.91 feet, to a calculated point;
- 50) South 67°10'34" East, 29.64 feet, to a calculated point;
- 51) North 71°08'18" East, 31.91 feet, to a calculated point;
- 52) North 36°12'25" East, 56.30 feet, to a calculated point;
- 53) North 30°08'03" East, 38.64 feet, to a calculated point;
- 54) North 41°38'14" East, 70.47 feet, to a calculated point;
- 55) North 54°31'31" East, 10.78 feet, to a calculated point for a common corner of said 33.014 acre tract and said 145.0997 acre tract, being the most northerly corner of the herein described 33.012 acre tract;

THENCE South 46°27'41" East, leaving said approximate centerline, and continuing with the common line of said 33.014 acre tract and said 145.0997 acre tract, at a distance of 30.83 feet, pass a ½ inch iron rod with cap stamped "TPS 100834-00" found for reference, in all, a total distance of 346.11 feet to a 5/8 inch iron rod found in the westerly line of Montgomery I.S.D. New Elementary No. 1, as shown on the map or plat thereof, recorded in Cabinet V, Sheet 190, M.R.M.C.T., for the common easterly corner of said 33.014 acre tract and said 145.0997 acre tract, being the northeasterly corner of the herein described 33.012 acre tract;

THENCE South 02°59'42" East, 1,195.74 feet, with the common line of said 33.014 acre tract and said Montgomery I.S.D. New Elementary No. 1, to a 5/8 inch iron rod found in the arc of a curve to the left in the northerly right-of-way of the cul-de-sac of said Stewart Creek Road, for the common southerly corner of said 33.014 acre tract and said Montgomery I.S.D. New Elementary No. 1, being the easterly southeast corner of the herein described 33.012 acre tract;

THENCE in a southwesterly direction, 107.04 feet, with the southeasterly line of said 33.014 acre tract and with the arc of said curve to the left in the northerly right-of-way of the cul-de-sac of said Stewart Creek Road, having a radius of 80.00 feet, a central angle of 76°39'35", and a chord that bears South 39°34'57" West, 99.23 feet, to a 5/8 inch iron rod found for the point of reverse curvature;

THENCE in a southwesterly direction, 46.18 feet, continuing with the southeasterly line of said 33.014 acre tract and with the arc of said curve to the right in the northwesterly right-of-way of said Stewart Creek Road, having a radius of 70.00 feet, a central angle of 37°48'05", and a chord that bears South 20°17'53" West, 45.35 feet, to a 5/8 inch iron rod found for the point of reverse curvature;

THENCE in a southwesterly direction, 31.22 feet, continuing with the southeasterly line of said 33.014 acre tract and with the arc of said curve to the left in the northwesterly right-of-way of said Stewart Creek Road, having a radius of 540.00 feet, a central angle of 03°18'47", and a chord that bears South 37°32'27" West, 31.22 feet, to a 5/8 inch iron rod found for end of said curve;

THENCE South 35°53'03" West, 165.53 feet, continuing with the southeasterly line of said 33.014 acre tract and the northwesterly right-of-way of said Stewart Creek Road, to a 5/8 inch iron rod found for the beginning of a curve to the left;

THENCE in a southwesterly direction, 231.67 feet, continuing with the southeasterly line of said 33.014 acre tract and with the arc of said curve to the left in the northwesterly right-of-way of said Stewart Creek Road, having a radius of 500.00 feet, a central angle of 26°32'49", and a chord that bears South 22°32'22" West, 229.60 feet, to a 5/8 inch iron rod found for end of said curve;

THENCE South 09°24'36" West, 35.22 feet, continuing with the southeasterly line of said 33.014 acre tract

and the northwesterly right-of-way of said Stewart Creek Road, to the **PLACE OF BEGINNING**;

CONTAINING a computed area of 33.012 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on February 22, 2022 by Texas Professional Surveying, LLC., Registered Professional Land Surveyors and is referenced to Survey Drawing Project Number 23108.

Bearings recited hereon are based on GPS observations and are referenced to the North American Datum (NAD) 1983, Texas State Plane Coordinate System, Central Zone (4203).

## AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MONTGOMERY

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Montgomery (the "Agreement") is entered into by and between the City of Montgomery, Texas, a municipal corporation (the "City"), and the undersigned property owner, HCR Ventures, Ltd., a Texas limited partnership ("HCR Ventures"), both of which may be referred to herein singularly as "Party" or collectively as the "Parties."

### RECITALS

**WHEREAS**, upon the request of HCR Ventures, the City intends to institute annexation proceedings for an area of land described more fully hereinafter in **Exhibit A** and attached hereto (the "Subject Property"); and

**WHEREAS**, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the Subject Property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation; and

**WHEREAS**, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City's consideration of an ordinance annexing the Subject Property, it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective; and

**WHEREAS**, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the Subject Property (the "Effective Date"); and

**WHEREAS**, the Subject Property is not included in the municipal annexation plan and is exempt from the requirements thereof; and

**WHEREAS**, infrastructure provided for in the Development Agreement between the City and HCR Ventures, Ltd. (the "Development Agreement"), incorporated herein by reference, is sufficient to service the Subject Property on the same terms and conditions as other similarly situated properties currently within the City limits to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

**WHEREAS**, it is found that all statutory requirements have been satisfied and the City is authorized by Chapter 43, Loc. Gov't. Code, to annex the Subject Property into the City;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between HCR Ventures and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by section 43.0672 of the Texas Local Government Code. The

services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the Subject Property on the Effective Date of annexation:

- 1) **General Municipal Services.** Pursuant to this Agreement, the following services shall be provided immediately from the Effective Date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the subject property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD's present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Subject Property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the Subject Property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

- E. HCR Ventures shall design and construct all park and recreational facilities to serve the Subject Property in accordance with the City Code and any applicable Montgomery County standards. Any park and recreational facilities will not be accepted, owned, or maintained by the City.
- F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.
- G. Maintenance of other City facilities, buildings and service.
- H. Land use regulation as follows:

On the Effective Date of annexation, HCR Ventures agrees that the development of the Subject Property shall be in accordance with the City Code and the Development Agreement.

- 2) **Scheduled Municipal Services.** Due to the size and vacancy of the Subject Property, water service and maintenance, wastewater service and maintenance, and maintenance of streets and rights-of-way will be provided in accordance with the salient provisions of the Development Agreement.
- 3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the Effective Date of the annexation and in accordance with the Development Agreement.
- 4) **Term.** If not previously expired, this Agreement expires at the end of ten (10) years.
- 5) **Property Description.** The legal description of the Subject Property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.
- 6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.
- 7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Montgomery County, Texas.
- 8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
- 9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this

Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

- 10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

*[signature pages follow]*

**EXECUTED and AGREED to by the Parties this the \_\_\_\_ day of October, 2022.**

**ATTEST:**

**THE CITY OF MONTGOMERY, TEXAS**

\_\_\_\_\_  
Nicola Browe, City Secretary

\_\_\_\_\_  
Byron Sanford, Mayor

**HCR VENTURES, LTD.,**  
a Texas limited partnership

By: HCRV MANAGEMENT, LLC  
a Texas limited liability company,  
its general partner

By: \_\_\_\_\_  
Name: H. Chris Richardson  
Title: Manager



## EXHIBIT "A"

## METES AND BOUNDS

## FIELD NOTE DESCRIPTION

33.012 ACRES

IN THE JOHN CORNER SURVEY, ABSTRACT NO. 8  
MONTGOMERY COUNTY, TEXAS

BEING a 33.012 acre tract of land situated in the John Corner Survey, Abstract No. 8, Montgomery County, Texas, being all of that certain called 33.014 acre tract described in instrument to Blackline Properties, LLC - Stewart Series, recorded in Clerk's File No. 2014121541 of the Official Public Records of Montgomery County, Texas (O.P.R.M.C.T.), said tract being formerly known as Stewart Creek Farms, Section 1, Replat, as shown on the map or plat, recorded in Cabinet Z, Sheet 1, of the Map Records of Montgomery County, Texas (M.R.M.C.T.), said map or plat declared as canceled and the land within the boundaries of said map or plat having been reestablished as an acreage tract by instrument recorded in Clerk's File No. 2008027757, O.P.R.M.C.T., said 33.012 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a ½ inch iron rod with cap stamped "TPS 100834-00" found in the northwesterly right-of-way of Stewart Creek Road (80' width), for the common easterly corner of said 33.014 acre tract and Pizza Shack Montgomery, as shown on the map or plat thereof, recorded in Cabinet Z, Sheet 4068 of the Map Records of Montgomery County, Texas, M.R.M.C.T., being the southeasterly corner of the herein described 33.012 acre tract;

THENCE North 79°38'17" West, with the common line of said 33.012 acre tract and said Pizza Shack Montgomery, at a distance of 573.20 feet, pass a 5/8 inch iron rod found for reference, in all, a total distance of 623.20 feet, to a calculated point in the approximate centerline of Stewart Creek, in the easterly line of Montgomery First, as shown on the map or plat thereof, recorded in Cabinet Z, Sheet 4633, M.R.M.C.T., being the southwesterly corner of the herein described 33.012 acre tract;

THENCE with the common line of said 33.014 acre tract and said Montgomery First, and with the meander of said Stewart Creek, the following six (6) courses and distances:

- 1) North 27°37'17" West, 14.48 feet to a calculated point;
- 2) North 23°12'19" West, 29.35 feet to a calculated point;
- 3) North 33°34'44" East, 48.71 feet to a calculated point;
- 4) North 60°22'16" East, 26.16 feet to a calculated point;
- 5) South 81°09'46" East, 28.16 feet to a calculated point;
- 6) North 68°48'45" East, 54.23 feet to a calculated point;

THENCE North 27°45'12" East, 52.77 feet, departed said approximate centerline, and continuing with said common line, to a calculated point for a common corner of said 33.014 acre tract and said Montgomery First, being an interior corner of the herein described 33.012 acre tract;

THENCE North 24°18'40" West, 38.60 feet, continuing with said common line, to a calculated point in said approximate centerline, for a common corner of said 33.014 acre tract and said Montgomery First, being an interior corner of the herein described 33.012 acre tract;

THENCE with the easterly line of said Montgomery First, the easterly line of Estates of Mia Lago, Section 1, as shown on the map or plat thereof, recorded in Cabinet Z, Sheet 1130, M.R.M.C.T., and the

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southeasterly line of a called 145.0997 acre tract described in instrument to Estates of Mia Lago, LTD., recorded in Clerk's File No. 2007027108, O.P.R.M.C.T., common to the westerly line of said 33.014 acre tract, and with the meander of said Stewart Creek, the following fifty-five (55) courses and distances:

- 1) North 56°59'56" West, 12.63 feet, to a calculated point;
- 2) North 36°11'39" West, 35.35 feet, to a calculated point;
- 3) North 36°36'23" West, 29.64 feet, to a calculated point;
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- 8) North 46°39'04" West, 27.15 feet, to a calculated point;
- 9) North 31°17'16" West, 48.19 feet, to a calculated point;
- 10) North 31°03'06" West, 29.87 feet, to a calculated point;
- 11) North 25°12'48" West, 46.82 feet, to a calculated point;
- 12) North 34°38'53" East, 42.98 feet, to a calculated point;
- 13) North 44°25'09" East, 25.13 feet, to a calculated point;
- 14) North 20°03'21" West, 44.34 feet, to a calculated point;
- 15) North 27°28'59" West, 33.19 feet, to a calculated point;
- 16) North 17°51'17" West, 33.34 feet, to a calculated point;
- 17) North 53°44'49" West, 43.76 feet, to a calculated point;
- 18) North 48°15'05" West, 80.52 feet, to a calculated point;
- 19) North 17°25'55" West, 25.27 feet, to a calculated point;
- 20) North 30°35'20" East, 24.23 feet, to a calculated point;
- 21) North 66°28'48" East, 49.89 feet, to a calculated point;
- 22) North 20°48'49" East, 56.36 feet, to a calculated point;
- 23) North 36°42'40" West, 35.74 feet, to a calculated point;
- 24) North 03°27'08" West, 40.39 feet, to a calculated point;
- 25) North 24°53'50" East, 19.68 feet, to a calculated point;
- 26) North 56°11'55" East, 57.26 feet, to a calculated point;
- 27) North 57°14'40" East, 87.66 feet, to a calculated point;
- 28) North 04°00'25" East, 29.91 feet, to a calculated point;
- 29) North 14°11'06" West, 44.87 feet, to a calculated point;
- 30) North 08°19'55" West, 43.52 feet, to a calculated point;
- 31) North 17°05'56" East, 68.85 feet, to a calculated point;
- 32) North 29°47'43" East, 65.09 feet, to a calculated point;
- 33) North 39°41'36" East, 59.61 feet, to a calculated point;
- 34) North 53°22'27" East, 39.07 feet, to a calculated point;
- 35) North 67°44'03" East, 41.04 feet, to a calculated point;
- 36) North 48°22'27" East, 32.57 feet, to a calculated point;
- 37) North 13°08'02" East, 20.05 feet, to a calculated point;
- 38) North 02°40'52" West, 33.51 feet, to a calculated point;
- 39) North 19°00'23" West, 35.41 feet, to a calculated point;
- 40) North 22°19'54" West, 37.10 feet, to a calculated point;
- 41) North 19°15'45" West, 52.68 feet, to a calculated point;
- 42) North 21°48'41" East, 44.20 feet, to a calculated point;
- 43) North 37°40'50" East, 27.31 feet, to a calculated point;
- 44) North 84°35'26" East, 57.88 feet, to a calculated point;
- 45) North 50°14'38" East, 42.47 feet, to a calculated point;
- 46) North 48°07'08" East, 46.85 feet, to a calculated point;

- 47) North 73°22'57" East, 46.92 feet, to a calculated point;
- 48) North 88°00'57" East, 48.25 feet, to a calculated point;
- 49) South 66°12'21" East, 29.91 feet, to a calculated point;
- 50) South 67°10'34" East, 29.64 feet, to a calculated point;
- 51) North 71°08'18" East, 31.91 feet, to a calculated point;
- 52) North 36°12'25" East, 56.30 feet, to a calculated point;
- 53) North 30°08'03" East, 38.64 feet, to a calculated point;
- 54) North 41°38'14" East, 70.47 feet, to a calculated point;
- 55) North 54°31'31" East, 10.78 feet, to a calculated point for a common corner of said 33.014 acre tract and said 145.0997 acre tract, being the most northerly corner of the herein described 33.012 acre tract;

THENCE South 46°27'41" East, leaving said approximate centerline, and continuing with the common line of said 33.014 acre tract and said 145.0997 acre tract, at a distance of 30.83 feet, pass a ½ inch iron rod with cap stamped "TPS 100834-00" found for reference, in all, a total distance of 346.11 feet to a 5/8 inch iron rod found in the westerly line of Montgomery I.S.D. New Elementary No. 1, as shown on the map or plat thereof, recorded in Cabinet V, Sheet 190, M.R.M.C.T., for the common easterly corner of said 33.014 acre tract and said 145.0997 acre tract, being the northeasterly corner of the herein described 33.012 acre tract;

THENCE South 02°59'42" East, 1,195.74 feet, with the common line of said 33.014 acre tract and said Montgomery I.S.D. New Elementary No. 1, to a 5/8 inch iron rod found in the arc of a curve to the left in the northerly right-of-way of the cul-de-sac of said Stewart Creek Road, for the common southerly corner of said 33.014 acre tract and said Montgomery I.S.D. New Elementary No. 1, being the easterly southeast corner of the herein described 33.012 acre tract;

THENCE in a southwesterly direction, 107.04 feet, with the southeasterly line of said 33.014 acre tract and with the arc of said curve to the left in the northerly right-of-way of the cul-de-sac of said Stewart Creek Road, having a radius of 80.00 feet, a central angle of 76°39'35", and a chord that bears South 39°34'57" West, 99.23 feet, to a 5/8 inch iron rod found for the point of reverse curvature;

THENCE in a southwesterly direction, 46.18 feet, continuing with the southeasterly line of said 33.014 acre tract and with the arc of said curve to the right in the northwesterly right-of-way of said Stewart Creek Road, having a radius of 70.00 feet, a central angle of 37°48'05", and a chord that bears South 20°17'53" West, 45.35 feet, to a 5/8 inch iron rod found for the point of reverse curvature;

THENCE in a southwesterly direction, 31.22 feet, continuing with the southeasterly line of said 33.014 acre tract and with the arc of said curve to the left in the northwesterly right-of-way of said Stewart Creek Road, having a radius of 540.00 feet, a central angle of 03°18'47", and a chord that bears South 37°32'27" West, 31.22 feet, to a 5/8 inch iron rod found for end of said curve;

THENCE South 35°53'03" West, 165.53 feet, continuing with the southeasterly line of said 33.014 acre tract and the northwesterly right-of-way of said Stewart Creek Road, to a 5/8 inch iron rod found for the beginning of a curve to the left;

THENCE in a southwesterly direction, 231.67 feet, continuing with the southeasterly line of said 33.014 acre tract and with the arc of said curve to the left in the northwesterly right-of-way of said Stewart Creek Road, having a radius of 500.00 feet, a central angle of 26°32'49", and a chord that bears South 22°32'22" West, 229.60 feet, to a 5/8 inch iron rod found for end of said curve;

THENCE South 09°24'36" West, 35.22 feet, continuing with the southeasterly line of said 33.014 acre tract

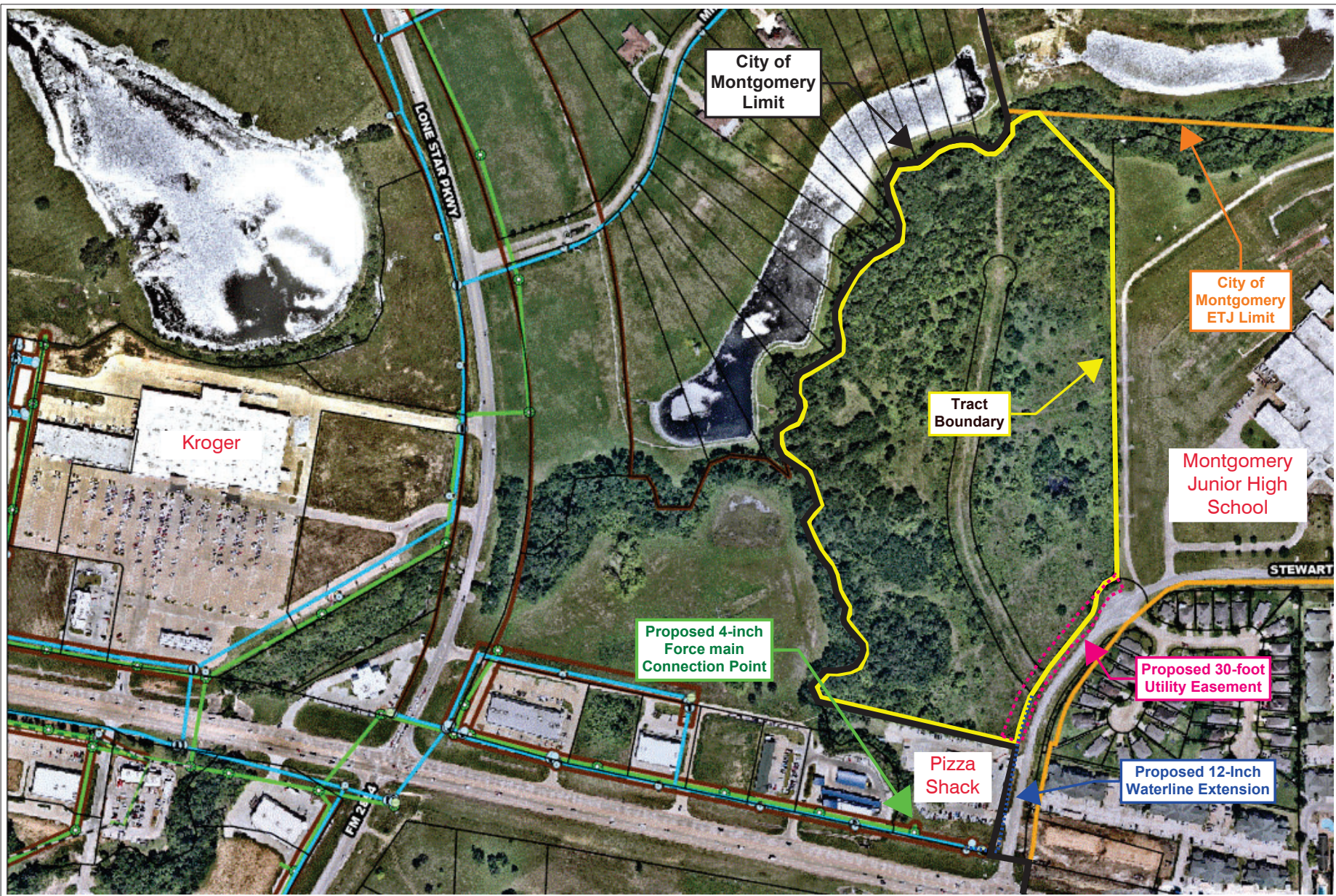
and the northwesterly right-of-way of said Stewart Creek Road, to the **PLACE OF BEGINNING**;

**CONTAINING** a computed area of 33.012 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on February 22, 2022 by Texas Professional Surveying, LLC., Registered Professional Land Surveyors and is referenced to Survey Drawing Project Number 23108.

Bearings recited hereon are based on GPS observations and are referenced to the North American Datum (NAD) 1983, Texas State Plane Coordinate System, Central Zone (4203).







# Montgomery City Council

## AGENDA REPORT

<b>Meeting Date:</b> October 25, 2022	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Admin	<b>Prepared By:</b> DMc

### Subject

Consideration and possible action on: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS CONSENTING TO THE CREATION OF MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 179 IN MONTGOMERY COUNTY, TEXAS AND ESTABLISHING CONDITIONS APPLICABLE TO THE CREATION OF THE DISTRICT.

### Recommendation

Motion to Approve the Ordinance as presented.

### Discussion

In 2019, the City Council supported passage of special legislation in the 86<sup>th</sup> Texas Legislature that created Montgomery County MUD 179. (Municipal Utility Districts are created one of two ways—either through the State Legislature every two years or through the Texas Commission on Environmental Quality [TCEQ]. Developers use both processes for a variety of reasons, and both are held to the same technical standards. MC MUD 179 happened to use the legislative option, which the City supported.

The City's support of the legislation was not enough to create the MUD, which is what the attached Ordinance does. In order to construct the site improvements, the developer intends to create the MUD that will be the entity to finance the construction of the neighborhood's infrastructure.

A Utility Agreement and development plans will still need to be approved by the City, this Ordinance allows them to take the next step to continue the process.

### Approved By

		Date:
Interim City Administrator	Dave McCorquodale	Date: 10/18/2022

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS  
 CONSENTING TO THE CREATION OF MONTGOMERY COUNTY MUNICIPAL UTILITY  
 DISTRICT NO. 179 IN MONTGOMERY COUNTY, TEXAS AND ESTABLISHING  
 CONDITIONS APPLICABLE TO THE CREATION OF THE DISTRICT.

\*\*\*

WHEREAS, on or about March 15, 2019, the City of Montgomery, Texas (the "City") supported the passage of special legislation in the 86<sup>th</sup> Texas Legislature for the creation of the Montgomery County Municipal Utility District No. 179 (the "District"); and

WHEREAS, on or about June 14, 2019, the District was created by the 86<sup>th</sup> Texas Legislature and codified in Chapter 8082 of the Special District Local Laws Code; and

WHEREAS, pursuant to Section 8082.0104 of the Special District Local Laws Code, temporary of directors may not hold an election under Section 8082.0103 until each municipality in whose corporate limits the district is located has consented by ordinance to the creation of the district and to the inclusion of land in the district; and

WHEREAS, the City intends to prepare and enter into a Utility Agreement related to service and development of the District tract, and the City Council of the City has determined it is in the best interest of the City to consent to the creation of the District for the purposes of the District holding a confirmation election, election of officers, maintenance and operations tax election, and bond election in compliance with Section 8082.0104 of the Texas Special District Local Laws Code; and

WHEREAS, the City Council is willing to provide consent, subject to the limitations described herein, to the creation of the District and to the inclusion of 56.7111 acres of land, owned by Speedy Angeles, LLC, wholly within the corporate boundaries of the City, more particularly described in **Exhibit A** (the "District Tract"), attached hereto and incorporated by reference; and

WHEREAS, the District will be designated as a "city service district" as defined in Section 54.016 (a) of the Texas Water Code.

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 conditionally consents to the creation of the District and the inclusion within the District of the territory described by metes and bounds in **Exhibit A**. Subject to the provisions of this Ordinance, the District may be organized for such purposes as are set forth in the legislation authorizing the creation of the District and shall have the powers permitted to districts organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto, and the legislation authorizing the creation of the District.

Section 4. In addition to the rights and remedies provided by the laws of the state of Texas, in the event the District violates the terms and provisions of the City's 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 as of the date hereof for purposes of providing the City's consent to the creation of the District, provided, however, no such development of the land within the District may be commenced prior to the City Council's approval of the Utility Agreement related to service and development of the land to be located within the District.

Section 6. The District shall be subject to the following restrictions until a Utility Agreement is approved by City Council:

- i. the District shall not issue bonds;
- ii. the District Tract shall not receive water or sewer service from the City or connect to City facilities or infrastructure;
- iii. the District shall not construct, own, or operate utilities, facilities or infrastructure on the District Tract;
- iv. the District shall not levy taxes; and
- v. the District shall not contract with any entity for water and/or sewer service.

These conditions will terminate automatically upon City Council's approval of a Utility Agreement.

PASSED AN APPROVED this the 25<sup>th</sup> day of October 2022.

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BYRON SANFORD, Mayor



APPROVED:

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ALAN P. PETROV, Attorney

ATTEST:

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NICOLA BROWE, City Secretary

METES AND BOUNDS DESCRIPTION  
OF 56.67 ACRES OUT OF THE  
JOHN CORNER SURVEY, A-8  
MONTGOMERY COUNTY, TEXAS

A tract or parcel of land containing 56.67 acres (2,468,453 square feet) of land, situated in the John Corner Survey, Abstract No. 8, Montgomery County, Texas, and being a portion of a 56.7111 acre tract conveyed to J. Alan Kent Development, LLC, as recorded under Clerk's File No. 2017027979 of the Official Public Records of Montgomery County, Texas (O.P.R.M.C.) said 56.67 acre tract being more particularly described as follows, the basis of bearing is the monumented most westerly north line of said 56.7111 acre tract as described in 2017027979, O.P.R.M.C.:

BEGINNING at a 5/8-inch iron rod with cap (illegible) found at the point of tangency of a curve in the northerly right-of-way line of Lonestar Parkway (width varies), and recorded under Clerk's File No. 2004-134115 of the Official Public Record Records of Real Property Montgomery County, Texas (O.P.R.R.P.M.C.)

THENCE SOUTH 76 degrees 02 minutes 27 seconds WEST, 44.14 feet, with and adjoining said northerly line of Lonestar Parkway to the southwest corner of the herein described tract, also being the southeast corner of a 19.5939 acre tract conveyed to Shadow Creek Estates, LTD, as recorded under Clerk's File No. 2017090881 of the O.P.R.M.C., from which a 5/8-inch iron rod with cap (Glezman RPLS 4627) bears South 26 degrees 48 minutes 58 seconds East, 0.31 feet;

THENCE NORTH 13 degrees 56 minutes 40 seconds WEST, 631.37 feet, with and adjoining the easterly line of said Shadow Creek Estates, LTD tract, to a set 5/8-inch iron rod with cap (LJA Survey), for a westerly corner of the herein described tract;

THENCE NORTH 03 degrees 32 minutes 30 seconds WEST, 568.54 feet, with and adjoining the easterly line of said Shadow Creek Estates, LTD tract, to a 5/8-inch iron rod found, for a westerly corner of the herein described tract, also being the northeast corner of said Shadow Creek Estates, LTD tract and the southeast corner of the Buffalo Crossing plat as recorded in Cabinet Z, Sheet 1642 of the Montgomery County Map Records (M.C.M.R.);

THENCE NORTH 27 degrees 56 minutes 22 seconds EAST, 659.88 feet, with and adjoining the easterly line of said Buffalo Crossing plat, to 5/8-inch iron rod with cap (Town & Country) found for a westerly corner of the herein described tract;

THENCE NORTH 00 degree 12 minutes 04 seconds WEST, 100.04 feet, with and adjoining the easterly line of said Buffalo Crossing plat, to the northwest corner of the herein described tract, lying in a southerly line of Waterstone on Lake Conroe, Section One plat, as recorded in Cabinet Z, Sheet 1350 of the M.C.M.R. a point for corner, at 71.32 feet, passing a nail found in the top of the bulkhead;

THENCE with and adjoining the southerly line of said Waterstone on Lake Conroe, Section One plat, the following five (5) calls:

SOUTH 89 degrees 47 minutes 03 seconds EAST, 372.87 feet, to a point for corner;

NORTH 75 degrees 17 minutes 26 seconds EAST, 457.41 feet, to a point for corner;

NORTH 83 degrees 09 minutes 49 seconds EAST, 294.06 feet, to a point for corner;

SOUTH 54 degrees 28 minutes 58 seconds EAST, 75.41 feet, to a point for corner;

SOUTH 54 degrees 34 minutes 31 seconds EAST, 106.35 feet, to a point for corner, at 60.45 feet passing the southeast corner of said Waterstone on Lake Conroe, Section One plat, and with and adjoining a southerly line of a 155.2494 acre tract conveyed to Waterstone on Lake Conroe as recorded under Clerks File No. 2008-023660 of the O.P.R.R.P.M.C., also being a northerly line of a 0.83 acre Boundary Line Agreement tract as recorded under Clerk's File No. 2006-093056 of the O.P.R.R.P.M.C.;

THENCE NORTH 69 degrees 37 minutes 08 seconds EAST, 50.61 feet, with and adjoining a southerly line of said 155.2494 acre tract and a northerly line of said 0.83 acre Boundary Line Agreement, to a northerly corner of the herein described tract;

THENCE SOUTH 40 degrees 33 minutes 34 seconds EAST, 80.92 feet, with and adjoining a southerly line of said 155.2494 acre tract and a northerly line of said 0.83 acre Boundary Line Agreement, to a northerly corner of the herein described tract, also being a northerly corner of Grandview Section One plat, as recorded in Cabinet Y, Sheet 146 of the M.C.M.R.;

THENCE with and adjoining the westerly line of said Grandview Section One plat, also being the easterly line of said 0.83 acre Boundary Line Agreement tract, the following three (3) calls:

SOUTH 72 degrees 16 minutes 20 seconds WEST, 102.92 feet, to a set 5/8-inch iron rod with cap (LJA Survey) for an easterly corner of the herein described tract;

SOUTH 23 degrees 44 minutes 52 seconds WEST, 294.00 feet, to a found 5/8-inch iron rod with cap (Glezman RPLS 4627) for an easterly corner of the herein described tract;

SOUTH 05 degrees 20 minutes 37 seconds WEST, 176.94 feet, to an easterly corner of the herein described tract, from which an iron rod with cap (illegible) bears North 14 degrees 16 minutes 19 seconds East, 0.82 feet, at 91.98 feet passing the south corner of said 0.83 acre Boundary Line Agreement tract also being the north corner of a 0.72 acre Boundary Line Agreement tract as recorded under Clerk's File No. 2006-093056 of the O.P.R.R.P.M.C.;

THENCE with and adjoining the westerly line of said Grandview Section One plat, also being the westerly line of said 0.72 acre Boundary Line Agreement tract, the following five (5) calls:

SOUTH 14 degrees 28 minutes 08 seconds WEST, 171.11 feet, to a found 5/8-inch iron rod with cap (Glezman RPLS 4627) for an easterly corner of the herein described tract;

SOUTH 26 degrees 24 minutes 26 seconds EAST, 90.34 feet, to an easterly corner of the herein described tract, from which a found 5/8-inch iron rod with cap (Glezman RPLS 4627) bears North 04 degrees 49 minutes 30 seconds West, 0.33 feet;

SOUTH 05 degrees 57 minutes 54 seconds EAST, 127.78 feet, to an easterly corner of the herein described tract, from which a found 5/8-inch iron rod with cap (Glezman RPLS 4627) bears North 42 degrees 50 minutes 19 seconds West, 0.25 feet;

SOUTH 11 degrees 05 minutes 43 seconds WEST, 147.63 feet, to a set 5/8-inch iron rod with cap (LJA Survey) for an easterly corner of the herein described tract;

SOUTH 40 degrees 13 minutes 26 seconds EAST, 113.85 feet, to a set 5/8-inch iron rod with cap (LJA Survey) for an easterly corner of the herein described tract, at 64.64 feet passing the southerly corner of said 0.72 acre Boundary Line Agreement tract, also being the northerly corner of a 0.04 acre Boundary Line Agreement tract as recorded under Clerk's File No. 2006-093056 of the O.P.R.R.P.M.C.;

THENCE SOUTH 24 degrees 46 minutes 34 seconds EAST, 175.54 feet, with and adjoining the westerly line of said Grandview Section One plat, also being the easterly line of said 0.04 acre Boundary Line Agreement tract to an easterly corner of the herein described from which a found 3/4-inch iron rod bears North 47 degrees 01 minute 01 second East, 0.58 feet;

THENCE SOUTH 28 degrees 49 minutes 28 seconds EAST, 31.69 feet, with and adjoining the westerly line of said Grandview Section One plat, also being the easterly line of said 0.04 acre Boundary Line Agreement tract to an easterly corner of the herein described tract, to an easterly corner of the herein described from which a found 3/4-inch iron rod bears North 46 degrees 41 minute 42 second East, 0.28 feet;

THENCE SOUTH 03 degrees 53 minutes 33 seconds EAST, 347.78 feet, with and adjoining the westerly line of said Grandview Section One plat, also being the easterly line of said 0.04 acre Boundary Line Agreement tract to an easterly corner of the herein described tract, at 12.83 feet passing the south corner of said 0.04 acre Boundary Line Agreement tract, to an easterly corner of the herein described, also being the northeast corner of a 3.5819 acre tract conveyed to Consolidated Ventures, Inc. as recorded under Clerk's File No. 2017027089 of the O.P.R.M.C., from which a found 5/8-inch iron rod with cap (Glezman RPLS 4627) bears South 54 degrees 06 minute 40 seconds East, 0.46 feet;

THENCE NORTH 74 degrees 43 minutes 31 seconds WEST, 493.89 feet, with and adjoining a northerly line of said 3.5819 acre tract to a found 5/8-inch iron rod with cap (Glezman RPLS 4627) to a southerly corner of the herein described tract;

THENCE SOUTH 15 degrees 16 minutes 29 seconds WEST, 325.00 feet, with and adjoining a westerly line of said 3.5819 acre tract, to a southerly corner of the herein described tract lying in said northerly line of Lonestar Parkway, from which a 5/8-inch iron rod with cap (Glezman RPLS 4627) bears South 40 degrees 57 minutes 22 seconds East, 0.27 feet;

THENCE WESTERLY along a curve to the left, with and adjoining said northerly line of Lonestar Parkway, through a central angle of 10 degrees 39 minutes 01 seconds , to a found 5/8-inch iron rod for a southerly corner of the herein described tract, said curve having a radius of 2,150.00 feet, an arc length of 399.65 feet, and having a long chord bearing and distance of NORTH 87 degrees 32 minutes 34 seconds WEST, 399.08 feet;

THENCE SOUTH 80 degrees 16 minutes 35 seconds WEST, 105.10 feet, with and adjoining said northerly line of Lonestar Parkway, to a non-tangent curve and southerly corner of the herein described tract, from which a found 5/8-inch iron rod with cap (Carter & Burgess) bears North 10 degrees 32 minutes 06 seconds East, 0.44 feet;

THENCE WESTERLY along a curve to the left, with and adjoining said northerly line of Lonestar Parkway, through a central angle of 08 degrees 17 minutes 49 seconds , to the POINT OF BEGINNING and containing 56.67 acres (2,468,453 Square Feet) of land, said curve having a radius of 2,139.89 feet, an arc length of 309.87 feet, and having a long chord bearing and distance of SOUTH 80 degrees 11 minutes 20 seconds WEST, 309.60 feet.

LJAS332-2201









Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> October 25, 2022	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Admin	<b>Prepared By:</b> DMc

**Subject**

Consideration and possible action on: AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF § 545.356, TEXAS TRANSPORTATION CODE, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OF PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF MONTGOMERY, AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200 FOR VIOLATION OF THIS ORDINANCE; PROVIDING A REPEALING CLAUSE AND A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN EFFECTIVE DATE AFTER PUBLICATION

**Recommendation**

Motion to Approve the Ordinance as presented.

**Discussion**

TxDOT submitted a request to the City that expands the east end of the school zone along SH 105 at the high school.

TxDOT recommends extending the eastern end of the school zone by approximately 700 feet.

This extension would bring the intersection of Old Dobbin-Plantersville Road inside the school zone when flashing. The current school zone begins west of the intersection close to the entrance of the athletic complex. The proposed school zone would begin 300 feet east of the intersection. Staff recommends approval of the ordinance.

**Approved By**

		Date:
Interim City Administrator	Dave McCorquodale	Date: 10/18/2022



P.O. BOX 1386, HOUSTON, TEXAS 77254-1386 | 713.802.5000 | WWW.TXDOT.GOV

October 6, 2022

The Honorable Byron Sawford  
Mayor  
City of Montgomery  
P.O. Box 708  
Montgomery, Texas 77356-0708

Dear Mayor Sawford:

Our office has completed a Speed Zone Study along SH 105 within the City of Montgomery. Attached you will find a Speed Zone Strip Maps numbered 5607 B, 5607 C, and a prepared Speed Zone Ordinance suggested by the Texas League of Municipalities containing the recommended zone along SH 105.

If you concur with the recommended zone please furnish this office with a copy of your executed ordinance.

Should you have questions please contact Mr. Gaurang Pandit, Transportation Engineer Supervisor at (713) 802-5856.

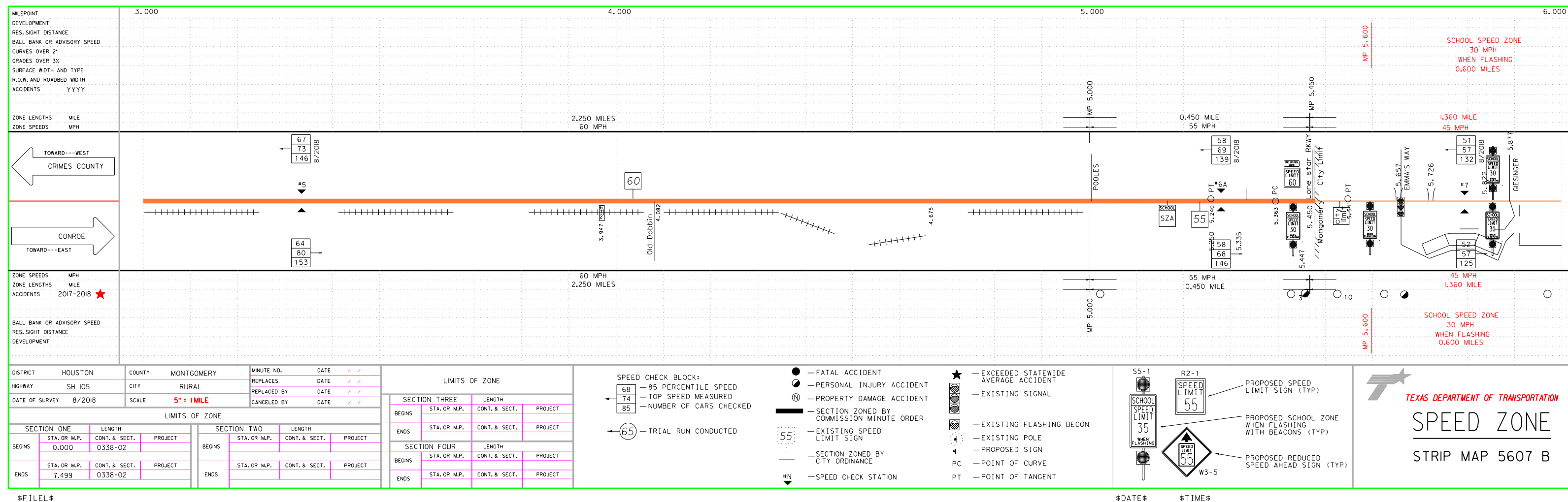
Sincerely,

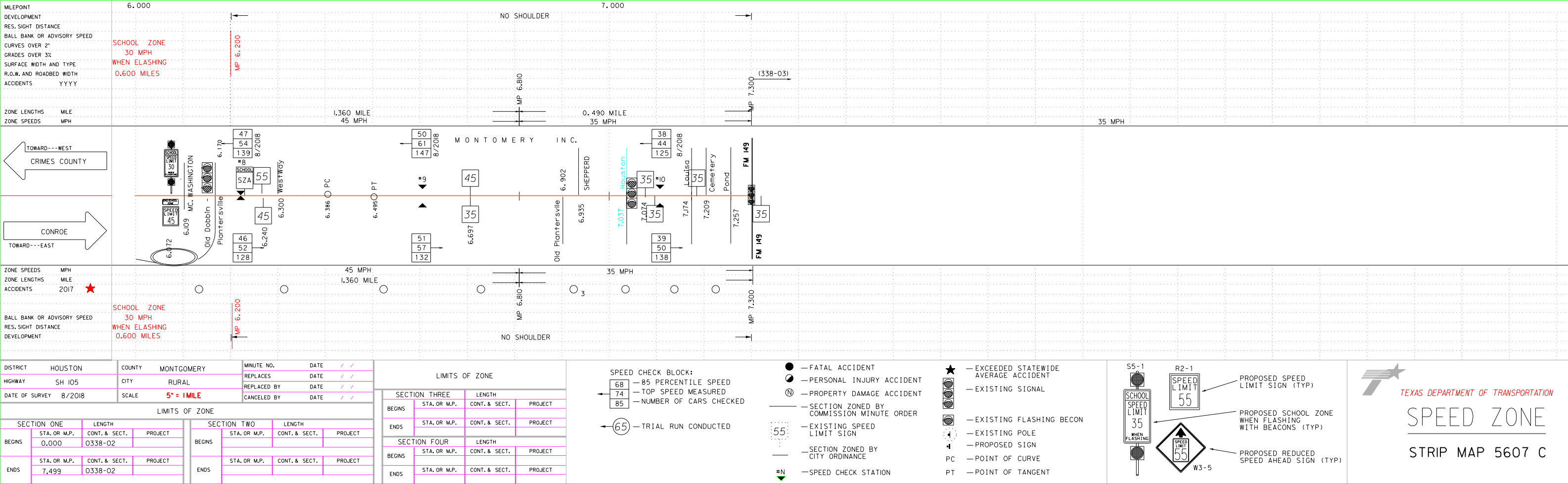
Ugonna U. Ughanze, P.E.  
Director of Transportation Operations  
Houston District

Attachments

cc: Nicki Browe – City Secretary – City of Montgomery  
Gaurang S. Pandit, P.E.  
Abraham M. Guzman, P.E.







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

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

**WHEREAS**, § 545.356, Vernon's Texas Civil Statutes, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a pavement, and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway; and

**WHEREAS**, such an engineering and traffic investigation has been performed for portions of State Highway 105 within the City of Montgomery, Texas;

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

**SECTION I.**

Upon the basis of an engineering and traffic investigation conducted as authorized by the provisions of § 545.356, Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling within the City of Montgomery, Texas upon Farm-to-Market Road 149 described as follows:

Along SH 105, a school zone, from a point 300 feet west of Emma's Way to a point 200 feet east of the centerline of Old Dobbin-Plantersville Road, a distance of approximately 0.600 mile, 30 MPH WHEN FLASHING.

## **SECTION II.**

Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not more than Two Hundred Dollars (\$200).

## **SECTION III.**

Any ordinance or part of an ordinance that conflicts with this Ordinance is hereby repealed.

## **SECTION IV.**

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

## **SECTION V.**

This Ordinance shall be effective upon its publication as provided by law.

PASSED AND APPROVED by the City Council of the City of Montgomery, Texas, on the 25th day of October, 2022.

## **THE CITY OF MONTGOMERY, TEXAS**

\_\_\_\_\_  
Byron Sanford, Mayor

ATTEST:

\_\_\_\_\_  
Nici Browe, TMRC, City Secretary

APPROVED AS TO FORM:

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

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> October 25, 2022	<b>Budgeted Amount:</b> \$35,000
<b>Department:</b> Admin	<b>Prepared By:</b> DMc

**Subject**

Consideration and possible action on authorizing the city engineer to begin work on the Flagship Boulevard Storm Sewer & Pavement Replacement Project.

**Recommendation**

Motion to authorize the city engineers to begin work on the Flagship Boulevard Storm Sewer & Pavement Replacement Project.

**Discussion**

The city engineer's memo is attached and they, along with the Public Works Director, will be at the meeting to review the details.

**Approved By**

		Date:
Interim City Administrator	Dave McCorquodale	Date: 10/21/2022

# Flagship Boulevard – Storm Sewer & Pavement Replacement

## 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, PLLC and the City of Montgomery (the “City”).

WGA understands the City plans to replace existing failing HDPE storm sewer along Flagship Boulevard. The storm sewer replacement includes pipe replacement with reinforced concrete pipe, removal and replacement of pavement, and other miscellaneous repairs.

### SCOPE OF WORK

- *Preliminary & Design Phase Services*
  - *WGA will complete the conceptual design including boots on the ground review of the existing conditions.*
  - *WGA will prepare exhibits, overall plan sheet, and specifications for the proposed work. The scope will include referencing existing plans for storm sewer grade and elevation. No new profile drawings will be prepared.*
  - *WGA will provide a traffic control plan as part of the plan set.*
  - *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 (75 days).*
  - *Onsite inspection by the project team throughout the duration of the project to attend periodic site visits, final walkthrough inspections, etc.*

- *Additional Services*
  - *WGA will coordinate with the client, residents, property owners and/or contractor any services deemed necessary to complete the project that was not a part of the original scope of work.*
  - *Construction services over 20% of original contract period of performance.*
- *Reimbursable Expenses.*
  - *Any material expenses incurred as a part of this project including shipping, printing services, construction materials testing, and advertising fees.*

### ENGINEERING COST

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

Preliminary & Design Phase -	\$11,000	(Time and Materials)
Construction Administration -	\$10,000	(Time and Materials)
Field Project Representation -	\$8,000	(Time and Materials)
Additional Services & Reimbursable Expenses -	<u>\$7,500</u>	(Time and Materials)
<b>Total</b>	<b>\$36,500</b>	

**WGA requests City Council's authorization to proceed with the preparation of the design plans and specifications for the Flagship Boulevard Storm Sewer & Pavement Replacement project on a time and materials basis, as described above.**

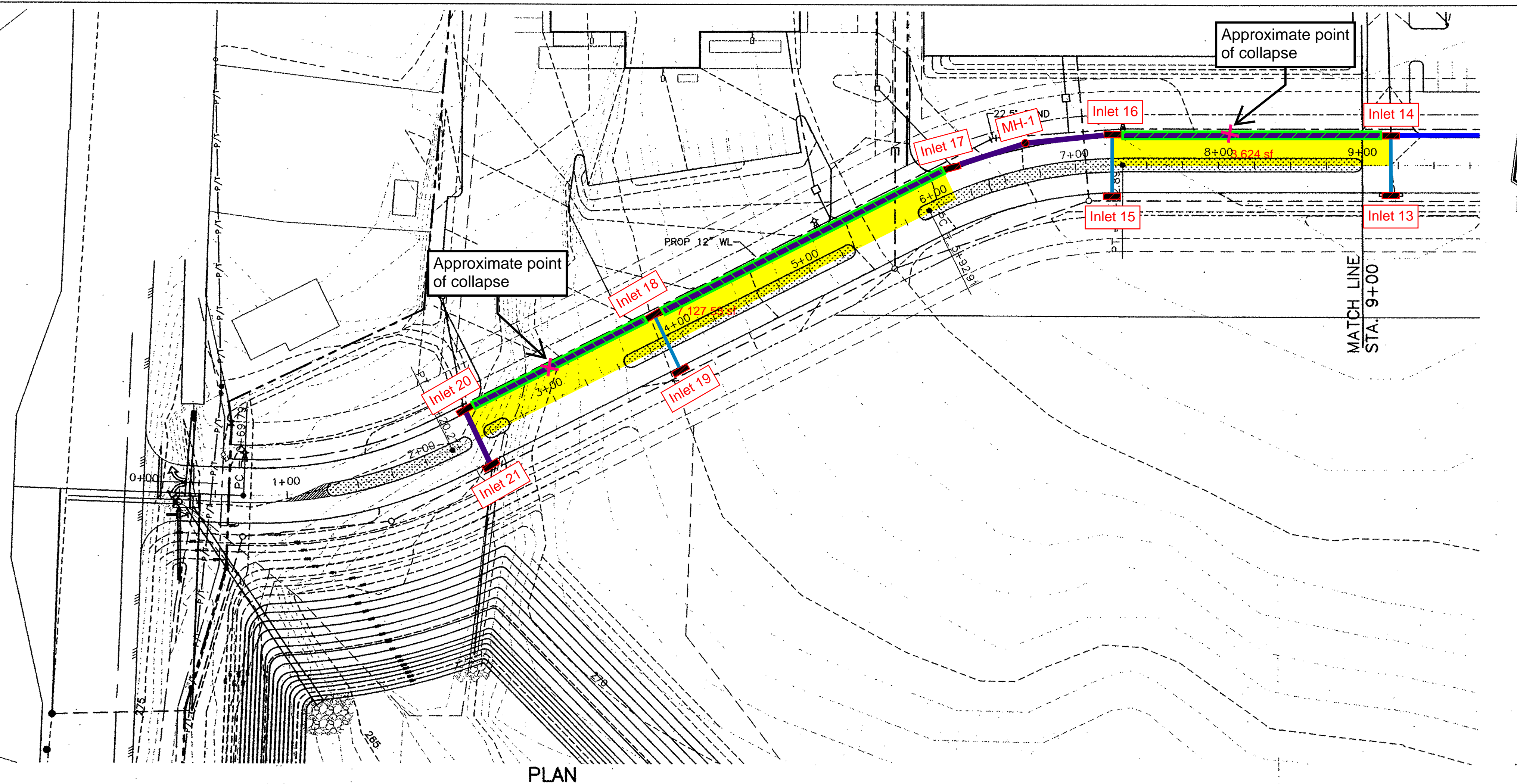
### SCHEDULE

Authorization to Proceed	1	calendar days*
Design	60	calendar days
Bidding	30	calendar days
Contracts	30	calendar days
Construction	60	calendar days
<b>TOTAL DURATION</b>	<b>180</b>	<b>calendar days</b>

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



LEGEND	
- 18" HDPE	
- 36" HDPE	
- 48" HDPE	
- 18" RCP Replacement	
- 36" RCP Replacement	
- 48" RCP Replacement	
- Collapse Location	
- Storm Sewer Inlet	
- Storm Sewer Manhole	



## LEGEND:

FF - FINISH FLOOR  
 TW - TOP OF WALK  
 TC - TOP OF CURB  
 TP - TOP OF PAVEMENT  
 FL - FLOW LINE  
 TG - TOP OF GRATE  
 MEP - MATCH EXISTING PAVEMENT  
 I = 11.80 IN/HR (100 YEAR STORM EVENT)  
 TC = 10 MINUTES

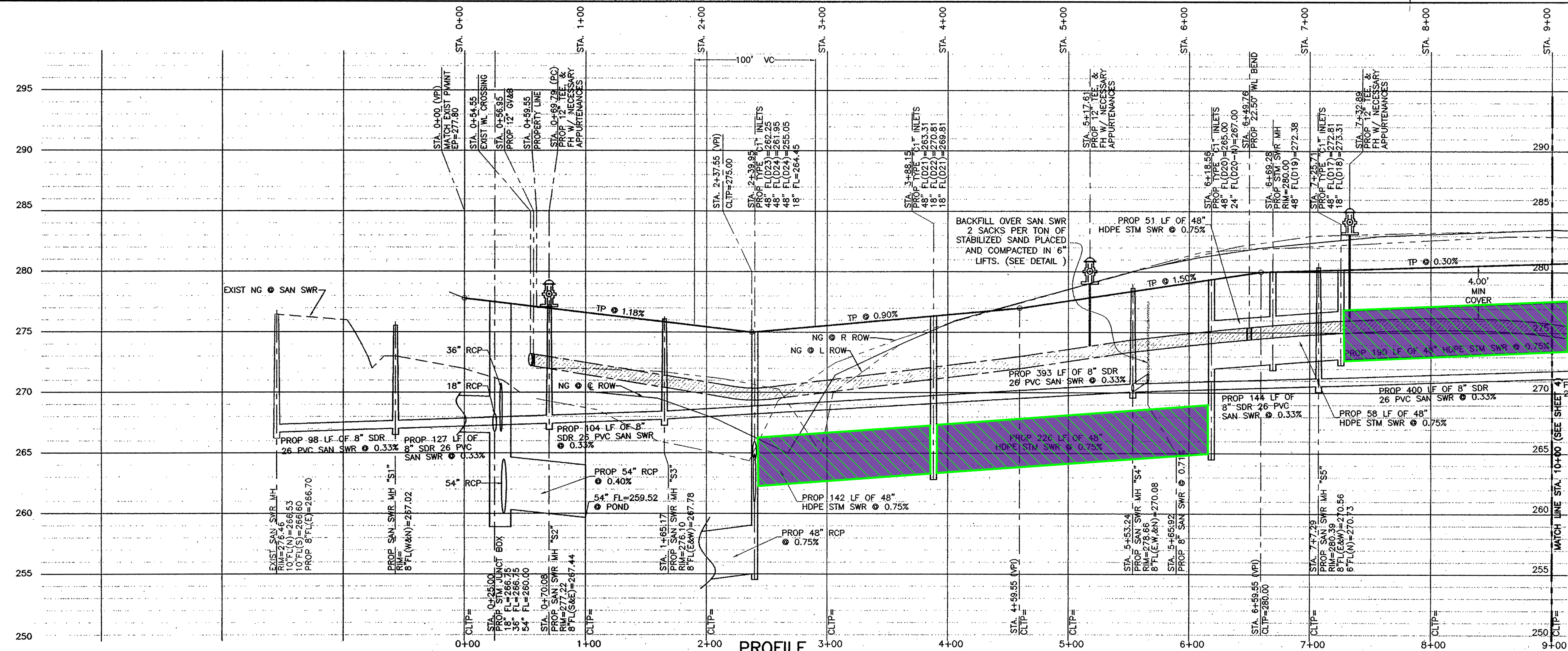
DIRECTION OF TRAFFIC

## DRAWING NOTES:

1. REVISIONS TO THESE ENGINEERING PLANS MUST BE AUTHORIZED BY BLEYL & ASSOCIATES PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL:  
 A.) NOTIFY BLEYL & ASSOCIATES AND THE MONTGOMERY COUNTY ENGINEER PRIOR TO CONSTRUCTION.
3. FLOOD PLAIN: THIS PROJECT LIES WITHIN ZONE "X" IN ACCORDANCE WITH FEMA MAP PANEL NO. 189, COMMUNITY MAP PANEL NO. 48339C0189 F, CONROE, MONTGOMERY COUNTY, TEXAS EFFECTIVE DATE DECEMBER, 19, 1996.
4. ELEVATIONS ARE BASED UPON F.I.R.M. BENCHMARK RM 140, ELEV.=242.71.
5. HYDROMULCH ALL DISTURBED AREAS.

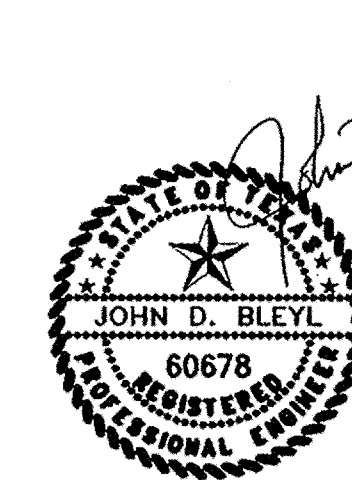
PLAN

SCALE: 1" = 50'



PROFILE

SCALE: HORIZONTAL: 1" = 50' VERTICAL: 1" = 5'



REVISION					
REV.	DATE	BY	CHK	APP	COMMENTS
0	06/21/01	LPF			ISSUED FOR APPROVAL

**B & A**  
**Bleyl & Associates**  
 Project Engineering & Management

300 W. DAVIS SUITE 535  
 CONROE, TEXAS 77301  
 936-441-7833 PHONE  
 936-760-3833 FAX

**PLAN & PROFILE**  
**FLAGSHIP BOULEVARD**  
 STA. 0+00 - 9+00  
 MONTGOMERY TRACE CENTER  
 A 38.229 ACRE TRACT OF LAND  
 IN THE JOHN CORNER SURVEY, A-8  
 MONTGOMERY COUNTY, TEXAS

SCALE: 1"=50' HORZ; 1"=5' VERT.  
 DATE: JUNE, 2001  
 DRAWN BY: LANCE FERRY  
 PROJECT MANAGER: JOHN D. GERDES, E.I.T.

PREPARED FOR:  
 ROBERT EASLEY  
 1450 CAMPBELL  
 HOUSTON, TX 70555  
 (281) 356-7934

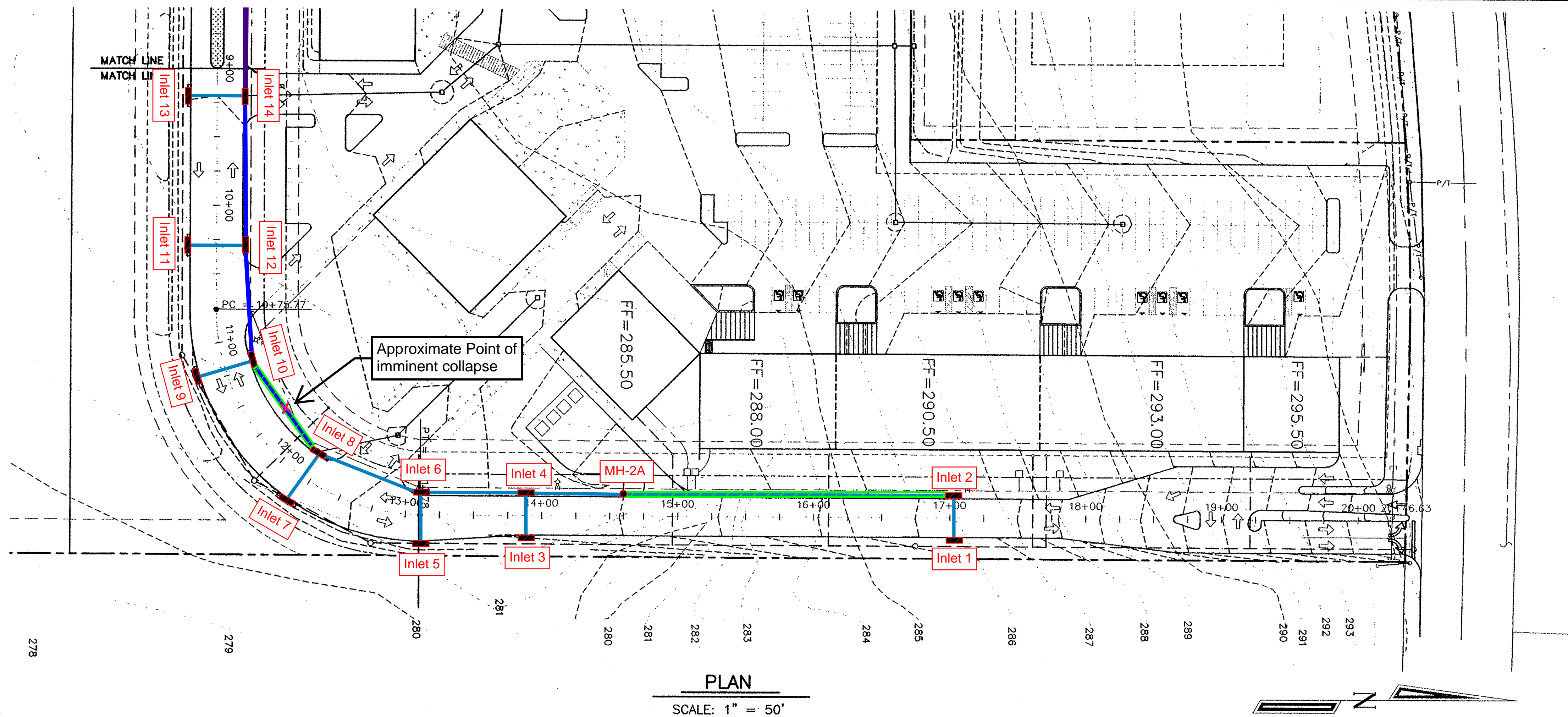
JOB NO. 1220

SHEET 9 OF 14



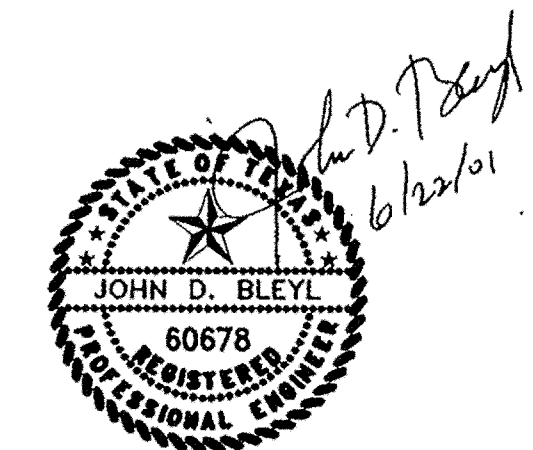
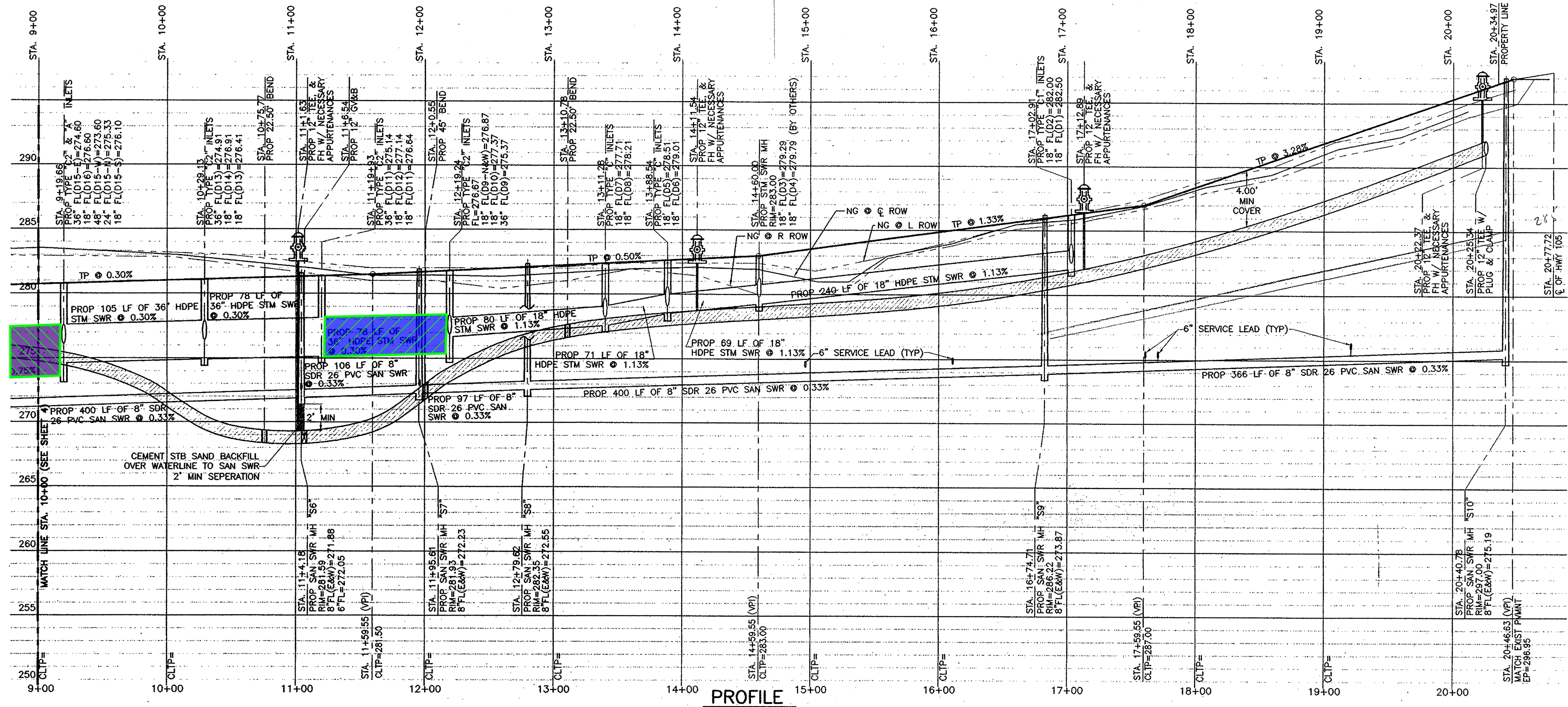
**LEGEND**

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- 36" HDPE
- 48" HDPE
- 18" RCP Replacement
- 36" RCP Replacement
- 48" RCP Replacement
- Collapse Location
- Storm Sewer Inlet
- Storm Sewer Manhole



- LEGEND:**
- FF - FINISH FLOOR
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  - FL - FLOW LINE
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  - ELEVATIONS ARE BASED UPON F.I.R.M. BENCHMARK RM 140, ELEV.=242.71.
  - HYDROMULCH ALL DISTURBED AREAS.



REVISION					
REV.	DATE	BY	CHK	APP	COMMENTS
0	06/21/01	LPF			ISSUED FOR APPROVAL

**Bleyl & Associates**  
Project Engineering & Management

300 W. DAVIS SUITE 535  
CONROE, TEXAS 77301  
936-441-7833 PHONE  
936-760-3833 FAX

**PLAN & PROFILE**  
FLAGSHIP BOULEVARD  
STA. 9+00 - 20+46.63  
MONTGOMERY TRACE CENTER  
A 38.229 ACRE TRACT OF LAND  
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PREPARED FOR:  
ROBERT EASLEY  
1450 CAMPBELL  
HOUSTON, TX 70555  
(281) 356-7934





**Engineer's Cost Estimate**  
**Flagship Boulevard - Storm Sewer Rehabilitation**  
**City of Montgomery**  
10/20/2022

Item No.	Description	Quantity	Unit	Unit Price	Cost
<u>General</u>					
1	Contractor Mobilization, Bonds, & Insurance	1	LS	\$ 10,000	\$ 10,000
2	Trench Safety	636	LF	2	2,000
3	Stormwater Pollution Prevention Plan	1	LS	3,000	3,000
4	Site Restoration - Turf/Landscape	1	LS	5,000	5,000
5	6" Concrete Pavement and Subgrade	1,191	SY	90	108,000
6	Traffic Control	1	LS	5,000	5,000
7	6" Curb	567	LF	10	6,000
8	Pavement Removal and Disposal	1,191	SY	7	9,000
<u>Storm Sewer</u>					
9	36" Storm Sewer Pipe Replacement with Reinforced Concrete Pipe	78	LF	150	12,000
10	48" Storm Sewer Pipe Replacement with Reinforced Concrete Pipe	558	LF	175	98,000
11	Remove and Dispose Existing Storm Sewer	1	LS	5,000	5,000
<b>Subtotal</b>					<b>\$ 258,000</b>
<b>Contingencies (10%)</b>					<b>\$ 26,000</b>
<b>Engineering</b>					<b>\$ 11,000</b>
<b>Construction Administration and Inspection</b>					<b>\$ 18,000</b>
<b>Additional Services and Reimbursables</b>					<b>\$ 7,500</b>
<b>Total</b>					<b>\$ 320,500</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.

CVR/akg

Z:\00574 (City of Montgomery)\002 2022 CCT\ENGR\Flagship Storm Sewer\Flagship Storm Rehab Cost Estimate.xlsx

# Flagship Boulevard Storm Sewer & Pavement Replacement

**WGA**  
CONSULTING ENGINEERS



An aerial photograph of a city street at night, showing buildings, cars, and streetlights. The image is overlaid with a semi-transparent blue filter. A white horizontal line is positioned above the title text.

# Flagship Storm Sewer Review

The logo for WGA, consisting of the letters 'WGA' in a bold, white, sans-serif font, centered on the page.

**WGA**

# Issues within Flagship Storm Sewer Lines

These issues primarily include:

- Large Roots
- Deformed Pipe
- Cracking
- Collapses
- Deflection



An aerial photograph of a city street at night, showing buildings, streets, and some greenery. The image is overlaid with a semi-transparent blue filter. A white horizontal line is positioned above the title text.

# Storm Sewer Televising Results

**WGA**



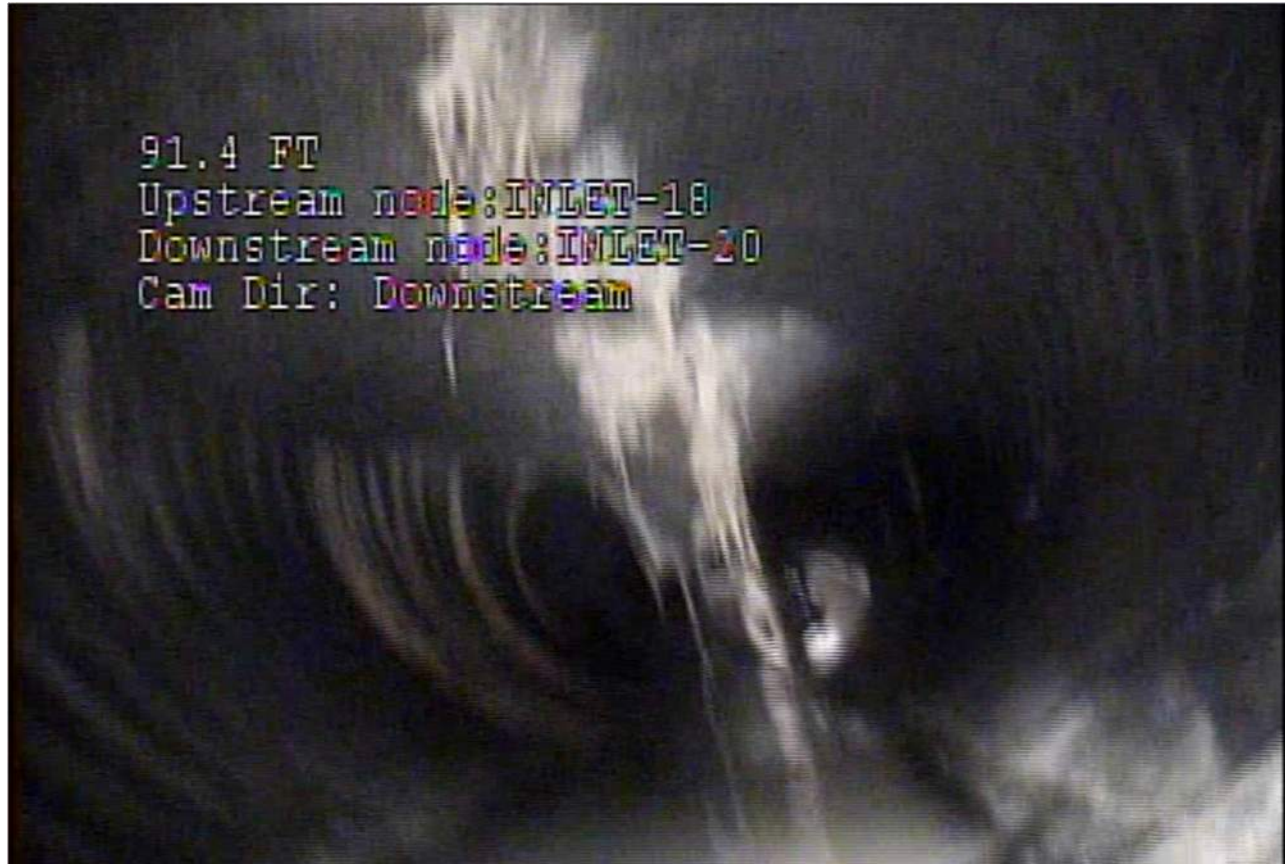
VIDEO TO BE PLAYED AT  
COUNCIL MEETING

# Acceptable Condition of Storm Sewer



VIDEO TO BE PLAYED AT  
COUNCIL MEETING

## Pipe Collapse Footage

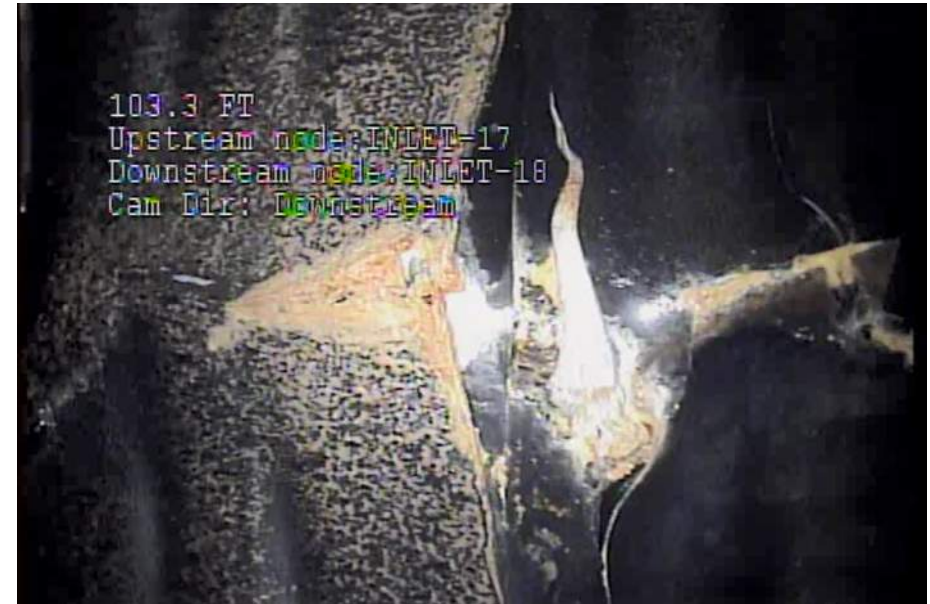




# Pipe Collapse



# Deflection and Cracking



# Heavy Cracking



Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> October 25, 2022	<b>Budgeted Amount:</b> \$153,000
<b>Department:</b> Admin	<b>Prepared By:</b> DMc

**Subject**

Consideration and possible action on awarding the Downtown Sanitary Sewer Rehabilitation Project.

**Recommendation**

Motion to award the Downtown Sanitary Sewer Rehabilitation Project to Cruz Tec, Inc. for the amount of \$107,750.00.

**Discussion**

The city engineer's memo is attached.

**Approved By**

		Date:
Interim City Administrator	Dave McCorquodale	Date: 10/21/2022





October 13, 2022

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

Re: Downtown Sanitary Sewer Rehabilitation  
City of Montgomery  
TIN No. 74-2063592

Dear Mayor and Council,

We received bids for the referenced project for the City of Montgomery at the City Hall on October 11, 2022, at 10:00 am. Bids were publicly opened and read at that time. Two (2) bid proposals were received. For your convenience, a summary of the bid tabulation is enclosed. Cruz Tec, Inc. submitted the lowest base bid proposal in the amount of \$107,750.00 and 90 calendar days.

We have worked with Cruz Tec, Inc. and find them to be an acceptable contractor. We recommend the referenced project be awarded to Cruz Tec, Inc. based on their base bid amount of \$107,750.00 and 90 calendar days.

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

Sincerely,

A handwritten signature in blue ink that reads 'Chris Roznovsky'. The signature is fluid and cursive, with the first letters of the first and last names being capitalized.

Chris Roznovsky, PE  
Engineer for the City

CVR/jmr

Z:\00574 (City of Montgomery)\008 Downtown Sanitary Sewer Rehabilitation\Docs\CA\2. Bids & Bid Tab\Bid Summary & Bid Tab\ROA - City of Montgomery.docx

Enclosure: Bid Tabulation Summary

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



Bid Opener Name: \_\_\_\_\_

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

BID SUMMARY							
DOWNTOWN SANITARY SEWER REHABILITATION							
FOR							
CITY OF MONTGOMERY							
PROJECT NO.: 00574-008-00							
DATE: 10/11/2022 @ 10:00 AM							
	Bidder	Total Base Bid	Bid Form Signature Page	Bid Security	1295 Form	Addendum No. 1	Addendum No. 2
1	Cruz Tec, Inc.	\$107,750.00	Yes	Yes	No	Yes	Yes
2	Texas Pride Utilities, LLC	\$132,820.00	Yes	Yes	No	Yes	Yes
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

Denotes mathematical error/discrepancy in calculation and/or missing requirement(s).

## BID TABULATION



**DOWNTOWN SANITARY SEWER REHABILITATION**  
**FOR**  
**CITY OF MONTGOMERY**  
**PROJECT NO.: 00574-008-00**  
**DATE: 10/11/2022 @ 10:00 AM**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	1 Cruz Tec, Inc.		2 Texas Pride Utilities, LLC	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
	BID ITEMS						
1	Move-in and start-up, including performance and payment bonds for 100 percent (100%) of the contract amount, a certificate of insurance, distribution of door hangers, and weekly project schedules as directed by Engineer.	LS	1.0	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00
2	8-inch (8") sanitary sewer rehabilitation by CURED-IN-PLACE process, all depths, including pre- and post-construction cleaning and televising; removal of roots and other pipe obstructions by regular pipe cleaning methods; sewer flow control (including by-pass pumping, if required); for materials testing; removal and replacement of sprinkler systems, and other above ground obstructions per Attachment A of the Contract; providing the Engineer copies of the curing logs; and site restoration to existing or better condition (includes removal and replacement of fencing, sod, etc.); complete in place, as directed by Engineer.	LF	1,590.0	\$35.00	\$55,650.00	\$48.00	\$76,320.00
3	8-inch (8") POINT REPAIR (using 8-inch (8") SDR 26 PVC, including adapters to connect to existing pipe) by excavation, all depths, replacing 8-feet (8') of pipe for each repair, including excavation; trench safety; groundwater control; sewer flow control (including by-pass pumping, if required); installation; bedding; removal of old pipe; reconnecting service leads to sewer line (as applicable); testing; backfill and compaction testing; pre- and post-construction cleaning and televising; removal and replacement of sprinkler systems and other above ground obstructions per Attachment A of the Contract; and site restoration (includes removal and replacement of fencing, sod, standard concrete driveways, paving, sidewalk, etc. as needed)); complete in place, as directed by Engineer.	EA	4.0	\$3,200.00	\$12,800.00	\$4,800.00	\$19,200.00
4	SERVICE LEAD RECONNECTION upon completion of CURED-IN- PLACE process by televised remote controlled cutting device including removal of coupon and testing, all depths, all pipe sizes; complete in place, as directed by Engineer.	EA	17.0	\$200.00	\$3,400.00	\$200.00	\$3,400.00
5	CLEANING of sanitary sewer manhole to remove mineral deposits, heavy grease, heavy roots, or other stabilized debris from manhole, including mobilization, demobilization, and pre- and post-televising, complete in place, as directed by the Engineer.	EA	1.0	\$750.00	\$750.00	\$800.00	\$800.00
6	Remove & Replace Manhole Ring & Lid with City of Montgomery lid, complete in place, as Directed by Engineer.	EA	1.0	\$1,100.00	\$1,100.00	\$2,000.00	\$2,000.00
7	Reseal Manhole Lid and Throat, complete in place.	EA	3.0	\$950.00	\$2,850.00	\$1,500.00	\$4,500.00
8	Installation of steel infiltration dish, complete in place, as directed by the Engineer.	EA	2.0	\$850.00	\$1,700.00	\$300.00	\$600.00
9	Traffic Control Plan, as needed.	LS	1.0	\$7,500.00	\$7,500.00	\$3,000.00	\$3,000.00
10	PROJECT REPORT for the total contract, include one (1) copy submitted on the USB drive per monthly pay request, as well as one (1) external hard drive or USB drive for the entire project to be submitted with the final pay requests. USB and/or hard drive to be in format as schematic on Attachment A. Project report also includes providing redlined project layouts of the actual locations and sizes of the sanitary sewer lines and manholes.	LS	1.0	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
	TOTAL BASE BID			\$107,750.00		\$132,820.00	

Denotes mathematical error/discrepancy in calculation and/or missing requirement(s).

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Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> October 25, 2022	<b>Budgeted Amount:</b>
<b>Department:</b> Admin	<b>Prepared By:</b> DMc

**Subject**

Consideration and possible action on authorizing the city engineer to begin work on the 2023 Sanitary Sewer Rehabilitation Project.

**Recommendation**

Motion to authorize the city engineers to begin work on the 2023 Sanitary Sewer Rehabilitation Project.

**Discussion**

The city engineer's memo is attached and they, along with the Public Works Director, will be at the meeting to review the details.

**Approved By**

		Date:
Interim City Administrator	Dave McCorquodale	Date: 10/21/2022



## 2023 Sanitary Sewer Rehabilitation 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, PLLC and the City of Montgomery (the "City").

WGA understands the City plans to rehabilitate existing sanitary sewer lines located throughout City of Montgomery. The Sanitary Sewer Rehabilitation includes point repairs, pipe replacement, cured-in-place-pipe (CIPP) lining, manhole rehabilitation, and other miscellaneous repairs.

### SCOPE OF WORK

- *Preliminary & Design Phase Services*
  - *WGA will complete the conceptual design including boots on the ground review of the existing conditions.*
  - *WGA will prepare exhibits, repair tables, and specifications, and will prepare final opinions of probable cost for the work.*
  - *Prepare plan and profile drawings for the lines to be upsized.*
  - *Obtain approvals from TxDOT.*
  - *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 12 hours per week (including travel time) for the duration of the projected contract period of performance (180 days).*
  - *Onsite inspection by the project team throughout the duration of the project to attend periodic site visits, final walkthrough inspections, etc.*

- *Additional Services*
  - *WGA will coordinate with the client, residents, property owners and/or contractor any services deemed necessary to complete the project that was not a part of the original scope of work.*
  - *WGA will coordinate with the contractor to ensure that the City Council and Community is aware of the construction status and impact.*
  - *Construction services over 20% of original contract period of performance.*
- *Video Review*
  - *WGA will review all pre and post rehabilitation videos, photos, and testing results to ensure the repairs were completed per the specifications.*
- *Reimbursable Expenses.*
  - *Any material expenses incurred as a part of this project including shipping, printing services, construction materials testing, and advertising fees.*

#### **ENGINEERING COST**

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

Preliminary & Design Phase -	\$20,000	(Lump Sum)
Construction Administration -	\$30,000	(Time and Materials)
Field Project Representation -	\$40,000	(Time and Materials)
Surveying -	\$8,500	(Time and Materials)
Additional Services & Reimbursable Expenses -	\$24,000	(Time and Materials)

**WGA requests City Council's authorization to proceed with the preparation of the design plans for the 2023 Sanitary Sewer Rehabilitation for the City of Montgomery on a lump sum and time and materials basis, as described above.**

#### **SCHEDULE**

Authorization to Proceed	1	calendar days*
Design & Approvals	90	calendar days
Bidding	30	calendar days
Contracts	30	calendar days
Construction	180	calendar days
<b>TOTAL DURATION</b>	<b>330</b>	<b>calendar days</b>

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



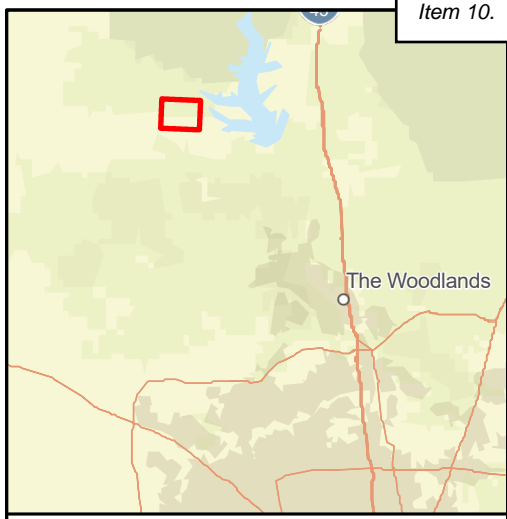
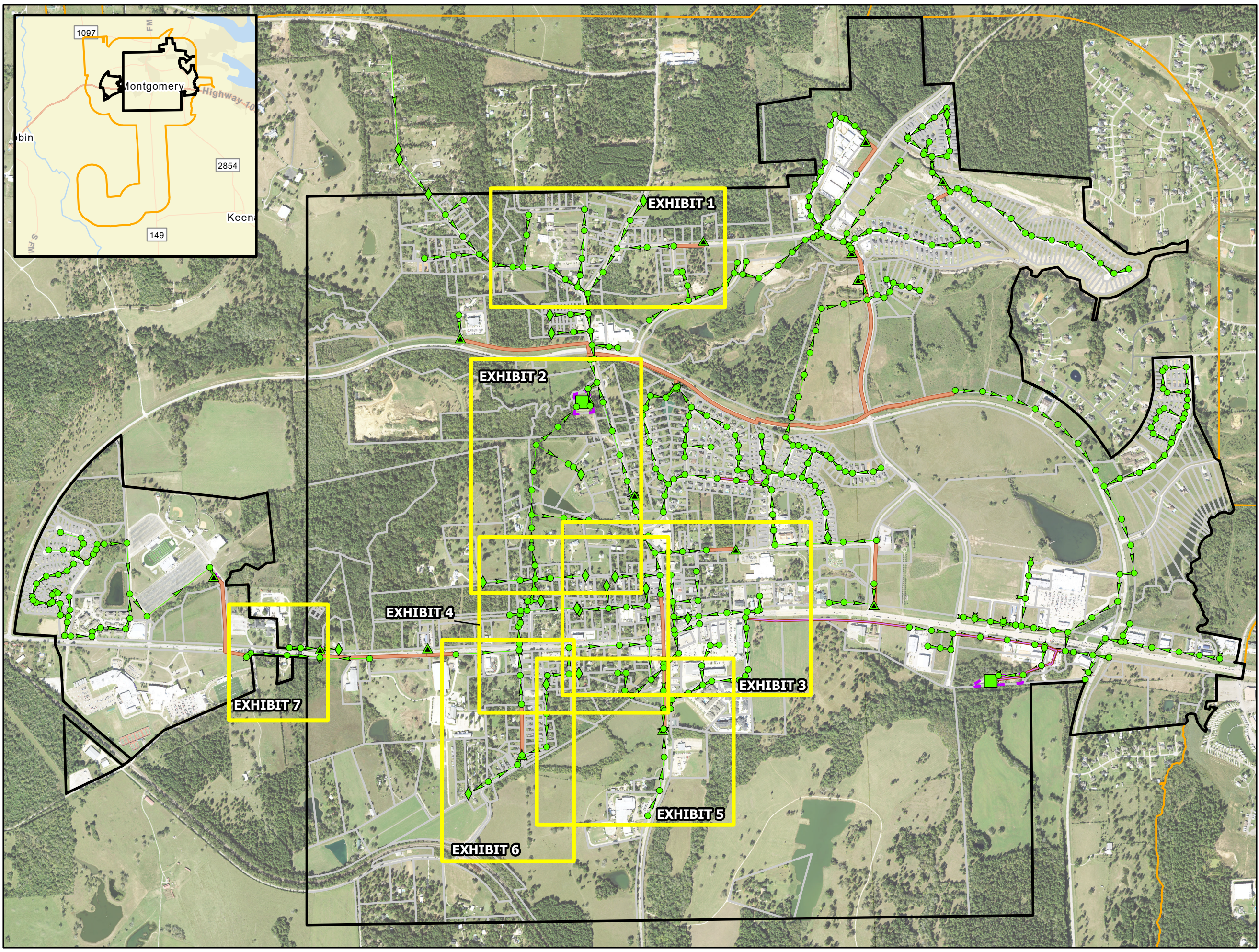
**PRELIMINARY CONSTRUCTION COST ESTIMATE**  
**SANITARY SEWER REHABILITATION**  
**FOR**  
**CITY OF MONTGOMERY**  
 October 21, 2022

Item No.	Description	Unit	Quantity	Unit Price	Total
<b>UNIT A: GENERAL</b>					
1	Move-in, Bonds & Insurance	LS	1	\$ 35,000	\$ 35,000
				<b>TOTAL UNIT A:</b>	<b>\$ 35,000</b>
<b>UNIT B: SANITARY LINE REPAIRS</b>					
2	Removal of Roots/Fixed Obstructions	EA	8	400	3,200
3	Heavy Cleaning of 6-Inch Pipe	LF	156	10	1,600
4	Heavy Cleaning of 8-Inch Pipe	LF	134	10	1,300
5	Removal of Protruding Leads	EA	9	700	6,300
6	6-inch Point Repairs (Standard 6-ft)	EA	2	4,500	9,000
7	8-inch Point Repairs (Standard 6-ft)	EA	8	4,750	38,000
8	12-inch Point Repairs (Standard 6-ft)	EA	7	5,500	38,500
9	Additional Linear Footage for 6-Inch Point Repair	LF	2	90	200
10	8-Inch Pipe Replacement	LF	135	110	14,900
11	8-Inch to 12-Inch Pipe Bursting	LF	759	180	136,600
12	Lead Repairs	EA	3	2,250	6,800
13	6-inch CIPP	LF	216	40	8,600
14	8-inch CIPP	LF	4,172	40	166,900
15	12-inch CIPP	LF	868	50	43,400
16	Reconstruction of Service Leads after CIPP	EA	87	50	4,400
				<b>TOTAL UNIT B:</b>	<b>\$ 479,700</b>
<b>UNIT C: MANHOLE REPAIRS</b>					
17	Replace Manhole Ring & Lid	EA	3	700	2,100
18	Re-Seal Manhole Ring & Throat <sup>(2)</sup>	EA	15	1,600	24,000
19	Re-Seal Pipe Connection	EA	1	400	400
20	Insert Infiltration Dish	EA	3	400	1,200
21	Vertical Adjustment of Ring & Lid to Grade	EA	1	750	800
22	Grout Manhole Exterior	EA	3	450	1,400
23	Epoxy Coat Manhole <sup>(2)</sup>	VF	22	150	3,300
24	Reseal Manhole Joints	EA	6	500	3,000
25	Cementitious Grout <sup>(2)</sup>	VF	21	130	2,700
26	Cementitious Grout & Epoxy Coating <sup>(2)</sup>	VF	6	250	1,500
27	Heavy Clean Manhole	EA	1	1,600	1,600
				<b>TOTAL UNIT C:</b>	<b>\$ 42,000</b>
<b>UNIT D: MISCELLANEOUS</b>					
28	Traffic Control Plan	LS	1	20,000	20,000
29	Final Project Report	LS	1	2,000	2,000
				<b>TOTAL UNIT D:</b>	<b>\$ 22,000</b>
<b>UNIT E: ALTERNATE REPAIRS</b>					
30	8-inch CIPP	LF	2,298	40	91,900
31	Re-Seal Manhole Ring & Throat <sup>(2)</sup>	EA	5	1,600	8,000
32	Insert Infiltration Dish	EA	4	400	1,600
33	Epoxy Coat Manhole <sup>(2)</sup>	VF	25	150	3,800
34	Reseal Manhole Joints	EA	6	500	3,000
35	Cementitious Grout <sup>(2)</sup>	VF	25	130	3,300
				<b>TOTAL UNIT E:</b>	<b>\$ 111,600</b>
				Subtotal (Units A-D only)	\$ 578,700
				Subtotal (Units A-E)	\$ 690,300
				Contingencies (10%)	69,000
				Engineering	20,000
				Construction Administration	30,000
				Field Project Representation	40,000
				Reimbursable Expenses	32,500
				<b>TOTAL (Base Bid Only)</b>	<b>\$ 770,200</b>
				<b>TOTAL (Base + Alternates)</b>	<b>\$ 881,800</b>

**Notes:**

- This estimate represents my best judgement as a design professional familiar with the construction industry. WGA has no control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, we cannot and do not guarantee that bids will vary from this cost estimate.
- (1)
- (2) Quantities are incomplete due to manhole survey data provided not including all manhole depths. Vertical lengths to be field verified during construction by contractor.





**VICINITY MAP**  
Relative Scale: 1 inch equals 20 Miles

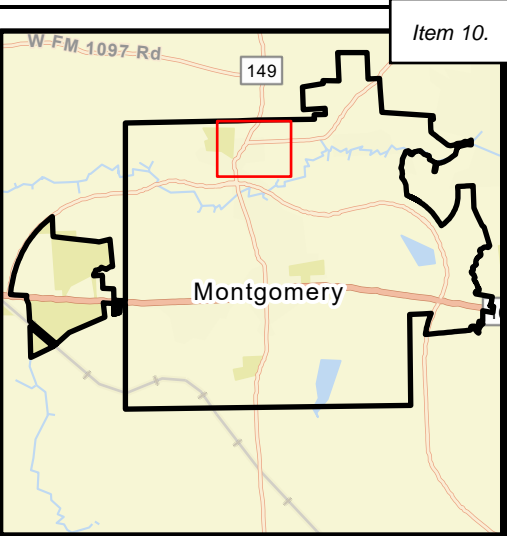
- Cleanout
- Manhole
- Lift Station
- 6-Inch Sanitary Sewer
- 8-Inch Sanitary Sewer
- 10-Inch Sanitary Sewer
- 12-Inch Sanitary Sewer
- Cured-In-Place Process Lining
- Heavy Cleaning
- Pipe Replacement
- Point Repair
- Remove Roots/Obstruction

**2023 Sanitary Sewer Rehabilitation Overall Exhibit**

CITY OF MONTGOMERY  
MONTGOMERY COUNTY, TEXAS

0 2,000 Feet  
1 inch equals 1,333 Feet





**VICINITY MAP**

Relative Scale: 1 inch equals 1 Mile

- Cleanout
- Manhole
- Lift Station
- 6-Inch Sanitary Sewer
- 8-Inch Sanitary Sewer
- 10-Inch Sanitary Sewer
- 12-Inch Sanitary Sewer
- Cured-In-Place Process Lining
- Heavy Cleaning
- Pipe Replacement
- Point Repair
- Remove Roots/Obstruction

**2023 Sanitary Sewer Rehabilitation Exhibit 1**

CITY OF MONTGOMERY  
MONTGOMERY COUNTY, TEXAS

0 200 Feet  
1 inch equals 200 Feet

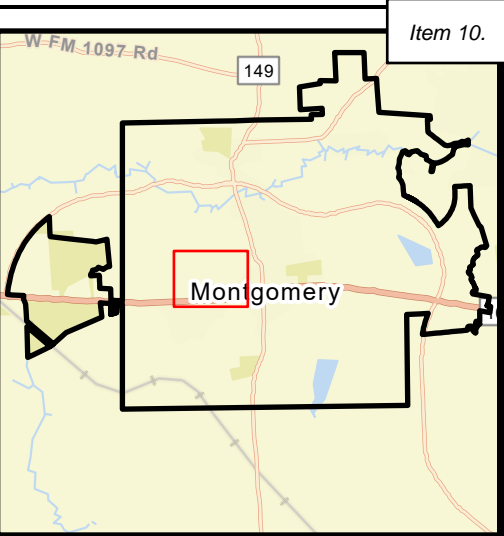












**VICINITY MAP**

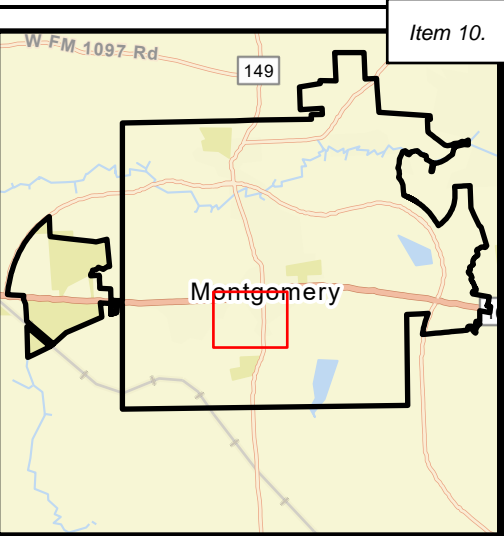
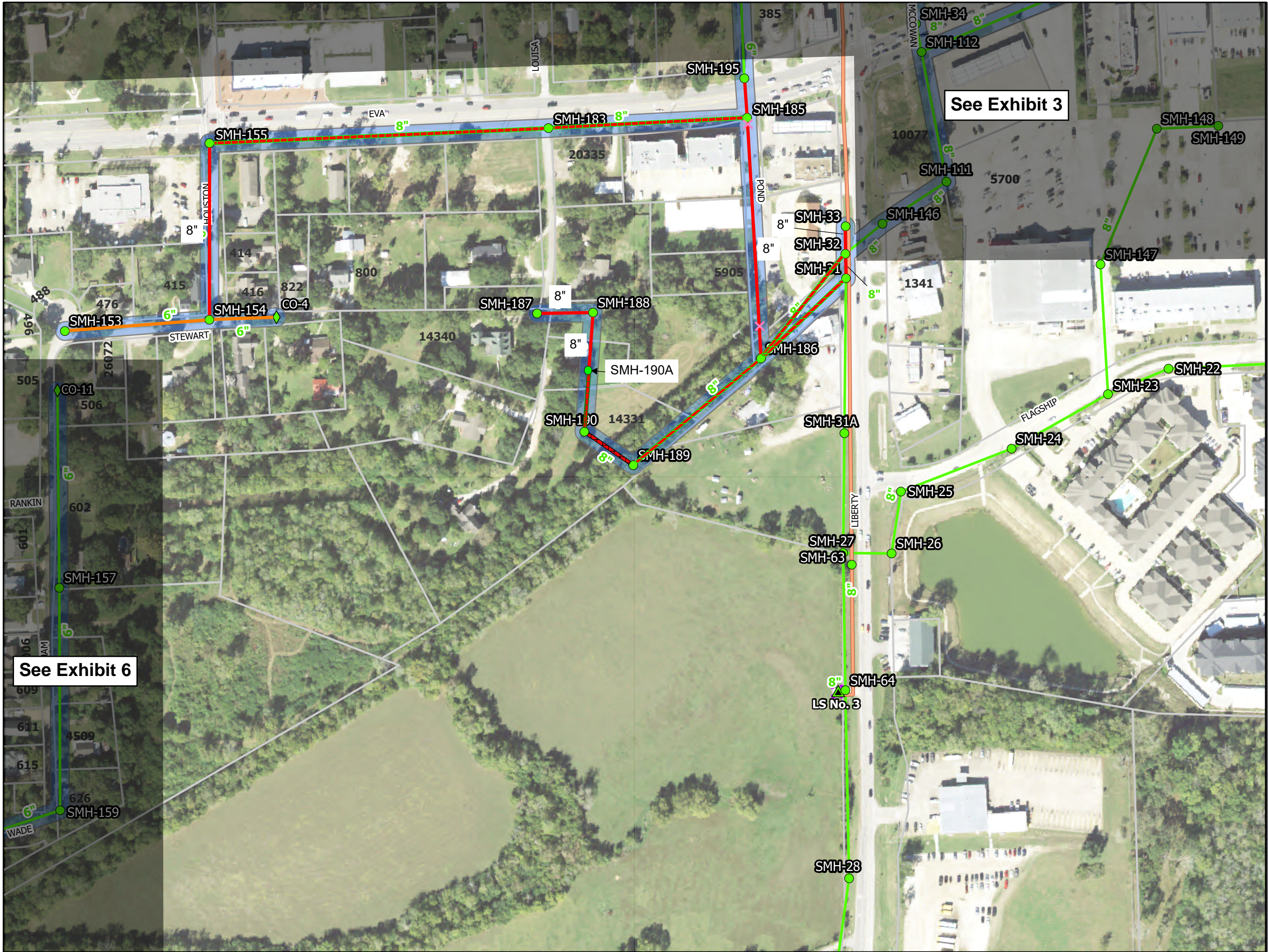
Relative Scale: 1 inch equals 1 Mile

- Cleanout
- Manhole
- Lift Station
- 6-Inch Sanitary Sewer
- 8-Inch Sanitary Sewer
- 10-Inch Sanitary Sewer
- 12-Inch Sanitary Sewer
- Cured-In-Place Process Lining
- Heavy Cleaning
- Pipe Replacement
- Point Repair
- Remove Roots/Obstruction

**2023 Sanitary Sewer Rehabilitation Exhibit 4**

CITY OF MONTGOMERY  
MONTGOMERY COUNTY, TEXAS





**VICINITY MAP**

Relative Scale: 1 inch equals 1 Mile

- Cleanout
- Manhole
- Lift Station
- 6-Inch Sanitary Sewer
- 8-Inch Sanitary Sewer
- 10-Inch Sanitary Sewer
- 12-Inch Sanitary Sewer
- Cured-In-Place Process Lining
- Heavy Cleaning
- Pipe Replacement
- Point Repair
- Remove Roots/Obstruction

**2023 Sanitary Sewer Rehabilitation Exhibit 5**

CITY OF MONTGOMERY  
MONTGOMERY COUNTY, TEXAS

North arrow and scale bar.


0 200 Feet

1 inch equals 200 Feet

**WGA**







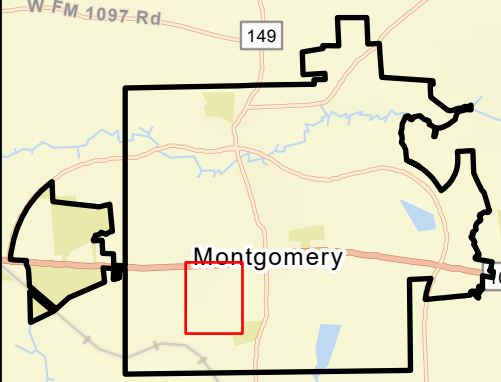
0 250 Feet

1 inch equals 200 Feet

### 2023 Sanitary Sewer Rehabilitation Exhibit 6

CITY OF MONTGOMERY  
MONTGOMERY COUNTY, TEXAS

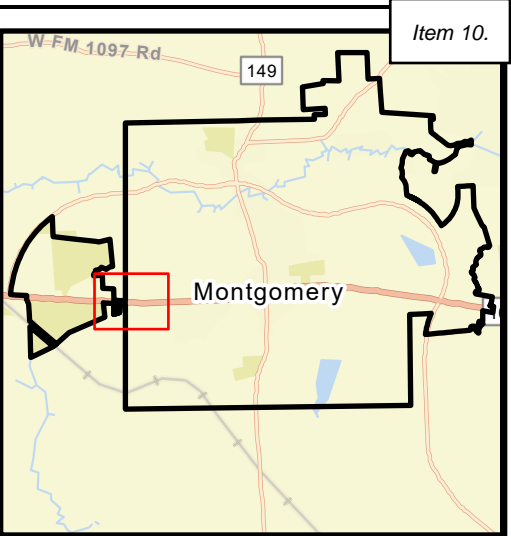
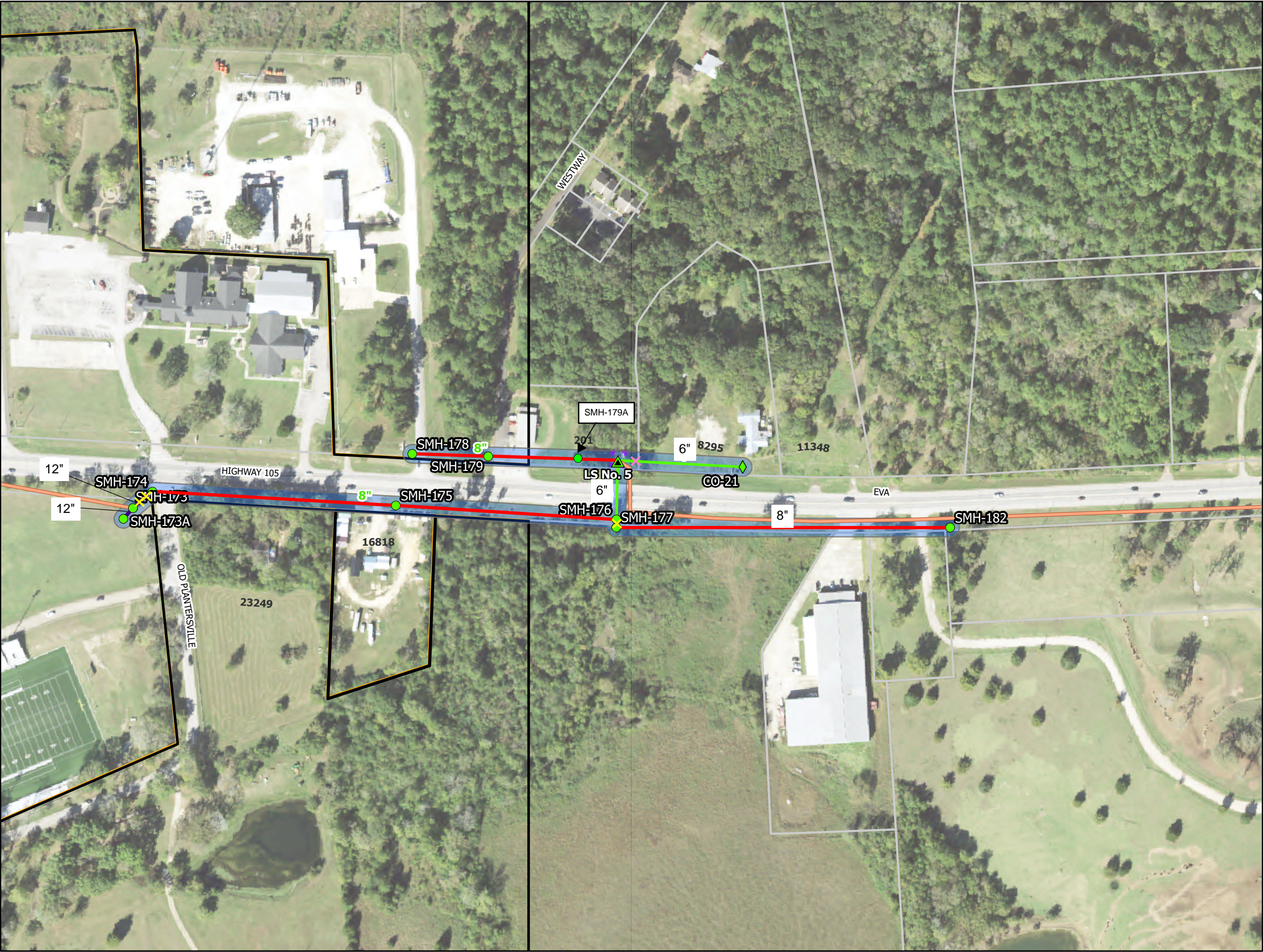
Cleanout	6-Inch Sanitary Sewer	Cured-In-Place Process Lining
Manhole	8-Inch Sanitary Sewer	Heavy Cleaning
Lift Station	10-Inch Sanitary Sewer	Pipe Replacement
Point Repair	12-Inch Sanitary Sewer	Remove Roots/Obstruction



### VICINITY MAP

Relative Scale: 1 inch equals 1 Mile





VICINITY MAP

Relative Scale: 1 inch equals 1 Mile

Cleanout

Manhole

Lift Station

6-Inch Sanitary Sewer

8-Inch Sanitary Sewer

10-Inch Sanitary Sewer

12-Inch Sanitary Sewer

Cured-In-Place Process Lining

Heavy Cleaning

Pipe Replacement

Point Repair

Remove Roots/Obstruction

2023 Sanitary Sewer Rehabilitation Exhibit 7

CITY OF MONTGOMERY  
MONTGOMERY COUNTY, TEXAS

0 200 Feet

1 inch equals 200 Feet



Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> October 25, 2022	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Admin	<b>Prepared By:</b> DMc

**Subject**

Consideration and possible action on authorizing the city engineer to begin work on the Lift Station No. 10 Improvements Project.

**Recommendation**

Motion to authorize the city engineers to begin work on the Lift Station No. 10 Improvements Project.

**Discussion**

The city engineer's memo is attached. As a reminder, this project is funded by a developer.

**Approved By**

		Date:
Interim City Administrator	Dave McCorquodale	Date: 10/21/2022

## Lift Station No. 10 Improvements 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, PLLC and the City of Montgomery (the "City").

WGA understands the City plans to perform modifications to the existing Lift Station No. 10 to accommodate for future growth in its service area. WGA understands the intended improvements to consist of additional pumps, piping improvements, electrical control improvements, and upsizing the existing discharge force main from 6" to 8" (approximately 3,300 LF).

### SCOPE OF WORK

- *Preliminary & Design Phase Services*
  - *WGA will create a preliminary 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 Lift Station No. 10 Improvements project.*
  - *Design changes initiated by the Client after the design is complete may result in a request for additional authorization.*
  - *WGA will coordinate with an electrical engineering subcontractor for electrical improvements.*
- *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 (150 days).*
  - *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 construction staking, construction materials testing, advertising expenses, and other reimbursable expenses.*
  - *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 -	\$46,000	(Time and Materials)
Construction Administration -	\$14,000	(Time and Materials)
Field Project Representation -	\$23,000	(Time and Materials)
Additional Services & Reimbursable Expenses -	\$10,000	(Time and Materials)

**WGA requests City Council's authorization to proceed with the preparation of the design plans for the Lift Station No. 10 Improvements on a time and materials basis, as described above.**

#### **SCHEDULE**

Authorization to Proceed	1	calendar days*
Survey	45	calendar days
Design	120	calendar days
Bidding	30	calendar days
Contracts	30	calendar days
Construction	150	calendar days
<b>TOTAL DURATION</b>	<b>376</b>	<b>calendar days</b>

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



**Preliminary Cost Estimate  
FOR  
LIFT STATION NO. 10 IMPROVEMENTS  
10/20/2022**

Item No.	Description	Quantity	Unit	Unit Price	Cost
<u>General</u>					
1	Mobilization, Bonds & Insurance	1	LS	\$ 25,000	\$ 25,000
2	Submersible Pumps & Accessories	1	LS	89,700	90,000
3	Piping, Valves, Supports, etc.	1	LS	66,671	67,000
4	Lift Station Electrical & Controls	1	LS	71,563	72,000
5	8-inch (8") PVC Force Main	3,300	LF	52	172,000
6	Bypass Pumping	1	LS	25,000	25,000
7	Stormwater Pollution Protection Plan	1	LS	1,000	1,000
8	Misc. Metals	1	LS	8,000	8,000
				<b>Construction Subtotal</b>	\$ 460,000
				<b>Contingencies (15%)</b>	\$ 69,000
				<b>Engineering</b>	\$ 46,000
				<b>Construction Phase Services</b>	\$ 37,000
				<b>Reimbursables</b>	\$ 10,000
				<b>Total</b>	<b>\$ 622,000</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 geotechnical investigation, construction materials testing, review fees, reproduction, advertising expenses, and other miscellaneous reimbursable costs.



Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> October 25, 2022	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Admin	<b>Prepared By:</b> DMc

**Subject**

Consideration and possible action on the cancelling the November 22nd and December 27th Regular Meetings.

**Recommendation**

Motion to cancel the November 22<sup>nd</sup> and December 27<sup>th</sup> Regular Meetings.

**Discussion**

The City has historically had one council meeting for the months of November and December. The second meetings of these months fall close to the Thanksgiving and Christmas holidays and this year is as follows:

November 22 – two days before Thanksgiving Day

December 27 – two days after Christmas Day

Should issues arise necessitating a Special Meeting, we have the option to do so. Determining the schedule now allows staff and consultants to plan accordingly work with applicants to ensure their items are ready in time for an upcoming agenda.

**Approved By**

		Date:
Interim City Administrator	Dave McCorquodale	Date: 10/18/2022



## City Administrator's Report September 2022

City Administrator Search. Two Special Meetings are scheduled to conduct in-person interviews with the finalist candidates on November 14<sup>th</sup> & 15<sup>th</sup> at 6:00 p.m.

City Events. The Quilt Walk and Fall Festival were recently held in the Historic Downtown area. Both events were well attended. The Quilt Walk was a City/MEDC-sponsored event and largely coordinated through the efforts of Rebecca Huss. The Quilt Walk has the potential to become a great annual event for the City. The Fall Festival was a private event produced by Charlie Diggs Entertainment. The event drew over 2,500 patrons according to ticket sales.

### September Calendar Activities:

- 2 City Council meetings
- Planning & Zoning Meeting
- MEDC Meeting
- Met with staff on a variety of topics
- Meetings with developers and property owners
- Biweekly Operations and Development calls with staff & consultants
- Coordination meetings with city engineers and Public Works Director
- Meetings with GrantWorks on GLO grant activities

### Upcoming Items:

- Updates to several chapters of the City Code of Ordinances
- Refining utility and building permit office processes (Incode 10 migration)
- Facilities planning strategy proposal



## Development Report September 2022

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

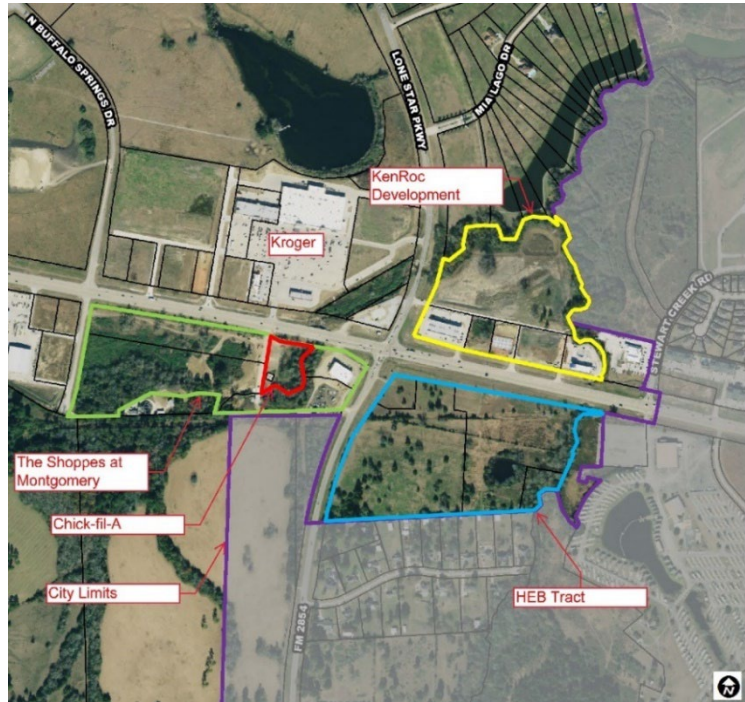
Fall is upon us with continued high activity in residential and commercial markets. Residential lot inventory in the City is still on the rise and new developments will ensure attractive homesites remain available. Commercial construction activity continues within existing developments on the east end of the City. Rising interest rates and construction costs are beginning to affect the dynamics of local development. The City is well-positioned for and preparing to meet the additional demand on City services and adjust to changing circumstances as needed.



# Commercial Development

## East End Commercial –

Construction on the east end of Montgomery continues at a steady pace. The 26-acre Shoppes at Montgomery is adding a MOD Pizza, a Jersey Mike's sandwich shop, MW's Beauty Bar, and Heartland Dental. Discount Tire has approved civil site plans but has not submitted for building permits yet. Popeye's Louisiana Kitchen is under engineering review and Express Oil Change is under construction next to Panda Express. Marco's Pizza is under construction east of FM 2854 near Christian Brothers Automotive & AT&T.



## Central Business District & Historic Downtown –

Slice of Amish is a specialty cheese store recently opened at 401 College Street on the north end of McCown St. Jewel's Teahouse is planning to apply for building permits soon based on current information.



# Residential Development

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

- 3 new homes completed in September
  - 51 new homes completed through 9/30/22
- 6 new single-family home permits issued in September
  - 89 new single-family home permits issued through 9/30/22

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

Town Creek Crossing – This addition to the Buffalo Springs Planned Development includes 102 homesites and one commercial reserve in Section One. 41 homes have begun construction in the neighborhood, and of those 16 are complete.

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

Pulte Group Development – This yet-to-be-named 80-acre development is along FM1097 East adjacent to Terra Vista. Plans call for 309 single-family residential homesites with home construction expected to begin in the first quarter of 2024.

# City Development Activities

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

- FM149 turn lane: The City has been working with TxDOT on a turn lane at the intersection of SH105 & FM149 since early 2019. The turn lane will serve northbound traffic on FM149 turning east on SH105. Work has stalled as TxDOT and Entergy work through issues on the location of power line poles.
- TxDOT SH 105 Access Management Project: TxDOT has begun construction of raised medians in key locations between FM 2854 in Montgomery and I-45 in Conroe. This project stalled for a couple of months with conflicting information provided on the reason why. Some activity has resumed in recent weeks. More about the project can be found at: <https://www.txdot.gov/inside-txdot/projects/studies/houston/sh105-access.html>. Click on the Project Tracker to see project details.
- Clepper Street Sidewalk Project: The City and MEDC funded a sidewalk project to connect the historic downtown to Fernland Historical Park, the public library, and Memory Park. Construction is complete and the sidewalk is open for use.

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

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





McCOWN STREET PEDESTRIAN IMPROVEMENTS



Downtown concept drawing

## Businesses Opened in 2022

Symmetry Brows – 21065 Eva Street Suite C

Forged 86 – 21065 Eva Street Suite H

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

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





## City of Montgomery Planning & Zoning Commission October 2022 Monthly Progress Report

### Commissioners:

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

The Commission held its Regular Meeting held on October 4, 2022 with Mrs. Walker absent.

- Reviewed and recommended to City Council approval of a variance request for gravel in lieu of asphalt or concrete for the parking lot of the Montgomery Grove located at 22016 Eva Street contingent on civil site drawings being submitted and approved.
- Approved a proposed sign for Hodge Podge Lodge located at 300 Prairie Street in the Historic Preservation District
- Approved exterior modifications to the Cozy Grape located at 14340 Liberty Street in the Historic Preservation District.
- Denied proposed canopy signage for the Simmons Bank ATM located at 14340 Liberty Street in the Historic Preservation District.

Upcoming P&Z agenda items:

Two exterior modifications reviews for Historic District properties.



## UTILITY/GENERAL FUND REPORT – SEPTEMBER 2022

TOTAL REVENUE	
Utilities	\$201,420.25
Permits	\$11,859.50
Vendor/ Sign Permit/ Photo	\$970.00
Miscellaneous	\$5,257.00
Row Fees	\$0.81
Franchise Fee	\$81,532.80
Street Festival Deposit	\$400.00
Quilt Walk	\$50.00
<b>Monthly Total:</b>	<b>\$301,490.36</b>

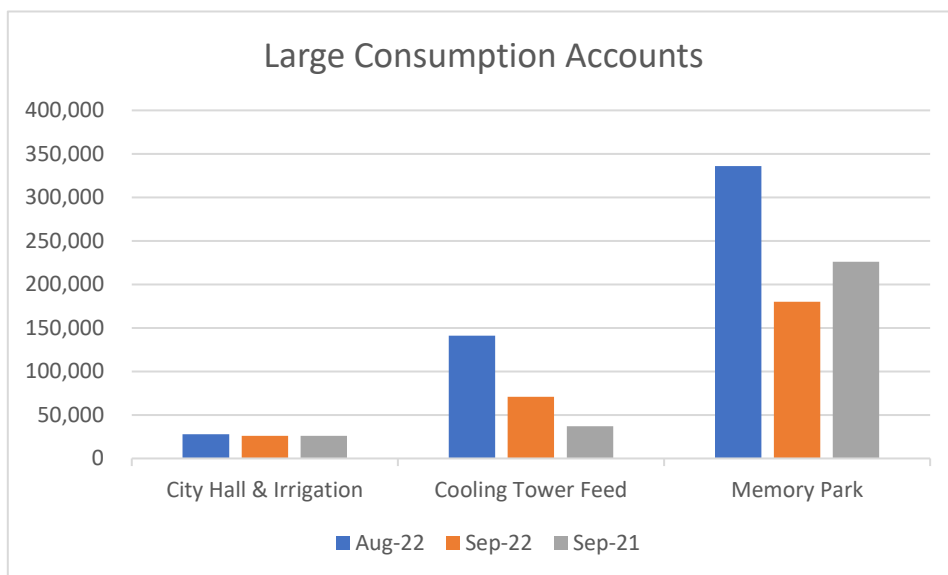
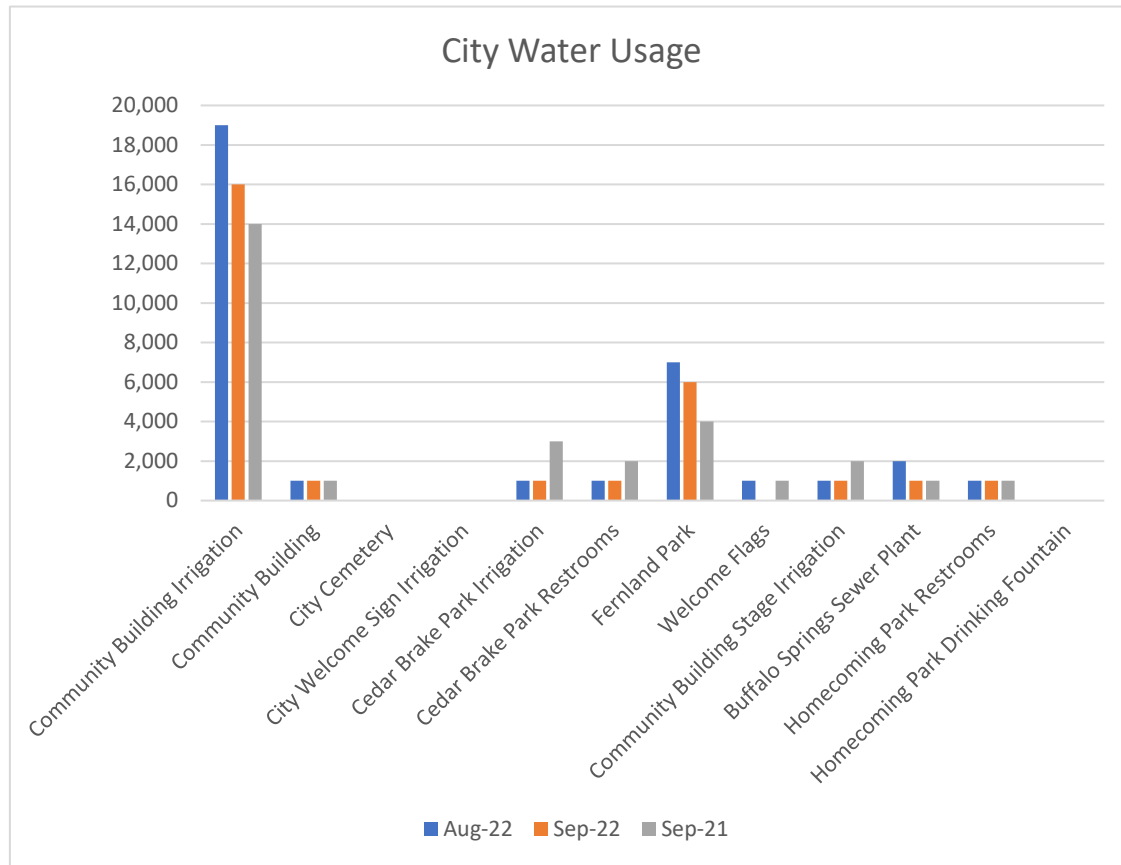
ARREARS			
	60 Days	90 Days	120+ Days
Number of Accounts	12	1	38
Amount	\$691.45	\$101.02	\$5,153.12
GRAND TOTAL:			\$5,945.59

PERMITS	
Type	Permit Total
Building-Residential	6
Plumbing	4
Irrigation	10
Generator	1
Building-Commercial	3
Solar	3
Pool	1
Sign	3
Mechanical	13
Electrical	22
<b>TOTAL</b>	<b>66</b>

UTILITIES	
New Water Accts.	14
Disconnected Water Accts.	9
<b>Total Number of Active Accts.</b>	<b>1047</b>

CITY ACCOUNT WATER USAGE				
ACCOUNT NAME	ACCT #	Aug-22	Sep-22	Sep-21
Community Building Irrigation	(01-8732-00)	19,000	16,000	14,000
Community Building	(01-0130-00)	1,000	1,000	1,000
City Cemetery	(01-1110-00)	0	0	0
City Welcome Sign Irrigation	(01-8733-00)	0	0	0
Cedar Brake Park Irrigation	(01-8736-00)	1,000	1,000	3,000
Cedar Brake Park Restrooms	(01-8735-00)	1,000	1,000	2,000
Fernland Park	(01-8737-00)	7,000	6,000	4,000
Welcome Flags	(01-8734-00)	1,000	0	1,000
Community Building Stage Irrigation	(01-6180-00)	1,000	1,000	2,000
Buffalo Springs Sewer Plant	(01-8821-00)	2,000	1,000	1,000
Homecoming Park Restrooms	(01-8820-00)	1,000	1,000	1,000
Homecoming Park Drinking Fountain	(01-8738-00)	0	0	0
City Hall & Irrigation	(01-6190-00)	28,000	26,000	26,000
Cooling Tower Feed	(01-0355-00)	141,000	71,000	37,000
Memory Park	(01-5885-00)	336,000	180,000	226,000







# **CITY OF MONTGOMERY, TEXAS**

## **Sales and Use Tax Allocation Report**

**October 2022**

## Sales Taxpayer Information through October

A review of the monthly reports provided by the Comptroller of Public Accounts reflects **6,031** active taxpayer accounts coded to the City of Montgomery. Many of the accounts are either E-Commerce related, or are coded as active but have not made a sale yet, and therefore are not reflected in the monthly report(s).

## Total Sales Tax Payers by Month

YEAR	MONTH	SALES TAX FILERS
2021	October	2,058
<b>2021</b>	<b>November</b>	<b>2,207</b>
2021	December	2,098
2022	January	2,232
<b>2022</b>	<b>February</b>	<b>2,296</b>
2022	March	2,157
2022	April	2,147
<b>2022</b>	<b>May</b>	<b>2,365</b>
2022	June	2,154
2022	July	2,195
<b>2022</b>	<b>August</b>	<b>2,385</b>
2022	September	2,213
2022	October	2,341

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

Average number of taxpayers filing each month: 2,219  
**13% increase** in taxpayers over **October 2021**



## Sales Tax Allocations through October 2022

Reviewing the past twelve month reporting period, the City of Montgomery sales tax receipts were derived from an average of **2,219** taxpayers filing local tax returns each month with **August 2022** reflecting the highest taxpayer count of **2,385**.

## Top 25 Sales Tax Filers - Twelve Months Combined

No.	Permit Name	NAICS
1	MCCOY'S BUILDING SUPPLY CENTER #113	444190
2	KROGER # 142	445110
3	CHICK-FIL-A AT 105 & LONESTAR PKWY. FSR	722513
4	ENTERGY TEXAS INC.	221122
5	PIZZA SHACK	722511
6	BROOKSHIRE BROTHERS #73	445110
7	RISE COLLECTIVE LLC	236220
8	STEEFAB INC.	
9	GOOGLE LLC	518210
10	JIM'S HARDWARE INC.	444130
11	MCDONALD'S 25405	722513
12	PET SUPPLIES PLUS #4134	453910
13	O'REILLY AUTO PARTS #1838	441310
14	CHEWY INC.	453910
15	AMAZON.COM SERVICES INC (MARKETPLACE)	454110
16	AT&T #R1AS	517312
17	EXPRESSWAY	447110
18	STARBUCKS COFFEE #62996	722515
19	BFI WASTE SERVICES OF TEXAS LP	562111
20	PANDA EXPRESS #3466	722513
21	HAWK INSTALLATION AND CONSTRUCTION INC.	238292
22	SUMMIT PRECAST CONCRETE LLC	237310
23	AMAZON.COM SERVICES LLC	454110
24	INTUIT INC.	334614
25	K. HOVNANIAN OF HOUSTON II L.L.C.	236115



## Top 25 Sales Tax Filers - October 2022

No.	Permit Name	NAICS
1	MCCOY'S BUILDING SUPPLY CENTER #113	444190
2	CHEWY INC.	453910
3	CHICK-FIL-A AT 105 & LONESTAR PKWY. FSR	722513
4	AMAZON.COM SERVICES INC (MARKETPLACE)	454110
5	PIZZA SHACK	722511
6	GOOGLE LLC	518210
7	MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION	221122
8	K. HOVNANIAN OF HOUSTON II L.L.C.	236115
9	PALADIN GATCO LLC	327390
10	AMAZON.COM SERVICES LLC	454110
11	MCDONALD'S 25405	722513
12	O'REILLY AUTO PARTS #1838	441310
13	JIM'S HARDWARE INC.	444130
14	PET SUPPLIES PLUS #4134	453910
15	AT&T #R1AS	517312
16	SHELTER PRODUCTS INC.	444190
17	BFI WASTE SERVICES OF TEXAS LP	562111
18	EXPRESSWAY	447110
19	BFS TEXAS SALES LLC	423310
20	STARBUCKS COFFEE #62996	722515
21	RISE COLLECTIVE LLC	236220
22	CIRCLE K #2742316	447110
23	PANDA EXPRESS #3466	722513
24	MOODY'S ANALYTICS INC	511210
25	AUTOZONE #6044	441310

## October 2022 | September 2022 Top 25 Taxpayer Comparison

### October 2022

#### Non-Quarterly Filer Month

1	MCCOY'S BUILDING SUPPLY CENTER #113
2	CHEWY INC.
3	CHICK-FIL-A AT 105 & LONESTAR PKWY. FSR
4	AMAZON.COM SERVICES INC (MARKETPLACE)
5	PIZZA SHACK
6	GOOGLE LLC
7	MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION
8	K. HOVNANIAN OF HOUSTON II L.L.C.
9	PALADIN GATCO LLC
10	AMAZON.COM SERVICES LLC
11	MCDONALD'S 25405
12	O'REILLY AUTO PARTS #1838
13	JIM'S HARDWARE INC.
14	PET SUPPLIES PLUS #4134
15	AT&T #R1AS
16	SHELTER PRODUCTS INC.
17	BFI WASTE SERVICES OF TEXAS LP
18	EXPRESSWAY
19	BFS TEXAS SALES LLC
20	STARBUCKS COFFEE #62996
21	RISE COLLECTIVE LLC
22	CIRCLE K #2742316
23	PANDA EXPRESS #3466
24	MOODY'S ANALYTICS INC
25	AUTOZONE #6044

### September 2022

#### Non-Quarterly Filer Month

1	MCCOY'S BUILDING SUPPLY CENTER #113
2	MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION
3	CHICK-FIL-A AT 105 & LONESTAR PKWY. FSR
4	SEALE OIL TOOLS LLC
5	AMAZON.COM SERVICES INC (MARKETPLACE)
6	RISE COLLECTIVE LLC
7	PIZZA SHACK
8	GOOGLE LLC
9	AMAZON.COM SERVICES LLC
10	JIM'S HARDWARE INC.
11	K. HOVNANIAN OF HOUSTON II L.L.C.
12	KW INTERNATIONAL LLC
13	CISCO SYSTEMS INC.
14	MCDONALD'S 25405
15	O'REILLY AUTO PARTS #1838
16	PET SUPPLIES PLUS #4134
17	BILFINGER INC.
18	BUILDERS FIRSTSOURCE - TEXAS INSTALLED SALES LLC
19	AT&T #R1AS
20	EXPRESSWAY
21	CHEWY INC.
22	INTERCOOL USA LLC
23	BFI WASTE SERVICES OF TEXAS LP
24	CAMPBELL CONCRETE & MATERIALS LLC
25	STARBUCKS COFFEE #62996



## October 2022 | 2021 Comparison

Receipts of Sales Tax Were as Follows:	October 2022	October 2021
	<b>\$364,692.50</b>	<b>\$274,762.64</b>

*33% increase*

Total Sales Tax Allocations Received:	2023 FYTD	2023 Budget	% of Budget
	<b>\$364,692.50</b>	<b>\$4,866,616</b>	<b>7%</b>

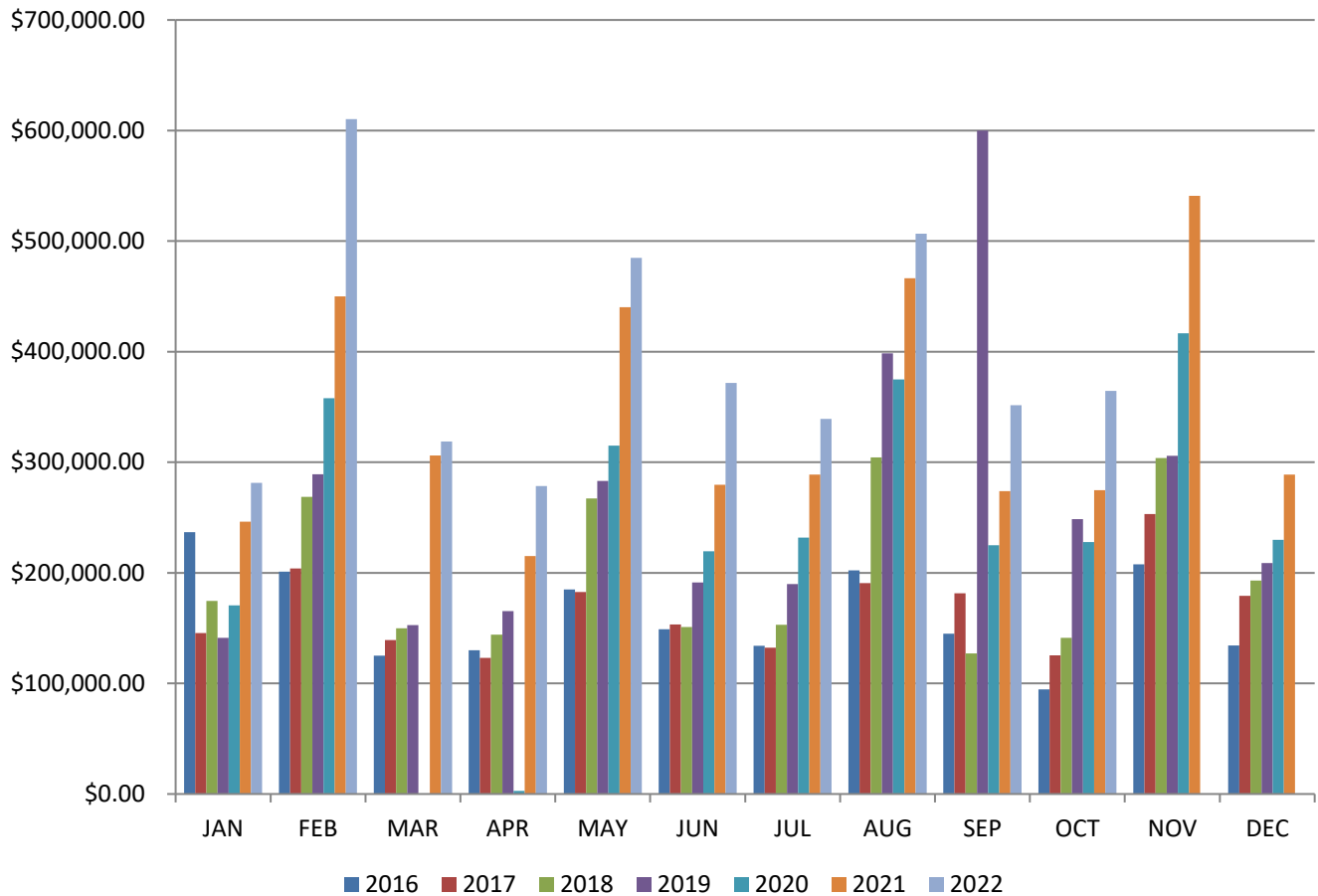
*Fiscal Year Date Range: October-September*

FY 2019 Total Allocations	FY 2018 Total Allocations	FY 2017 Total Allocations	FY 2016 Total Allocations	FY 2015 Total Allocations	2014 Total Allocations
<b>\$3,049,090.59</b>	<b>\$2,298,289.34</b>	<b>\$1,889,285.60</b>	<b>\$1,867,030.18</b>	<b>\$1,699,926.42</b>	<b>\$1,688,374.26</b>
FY 2020 Total Allocations	FY 2021 Total Allocations	FY 2022 Total Allocations			
<b>\$2,661,447.47</b>	<b>\$3,840,647.17</b>	<b>\$4,648,109.80</b>			

Total Allocations, 1995-Present
<b>\$40,962,278.79</b>

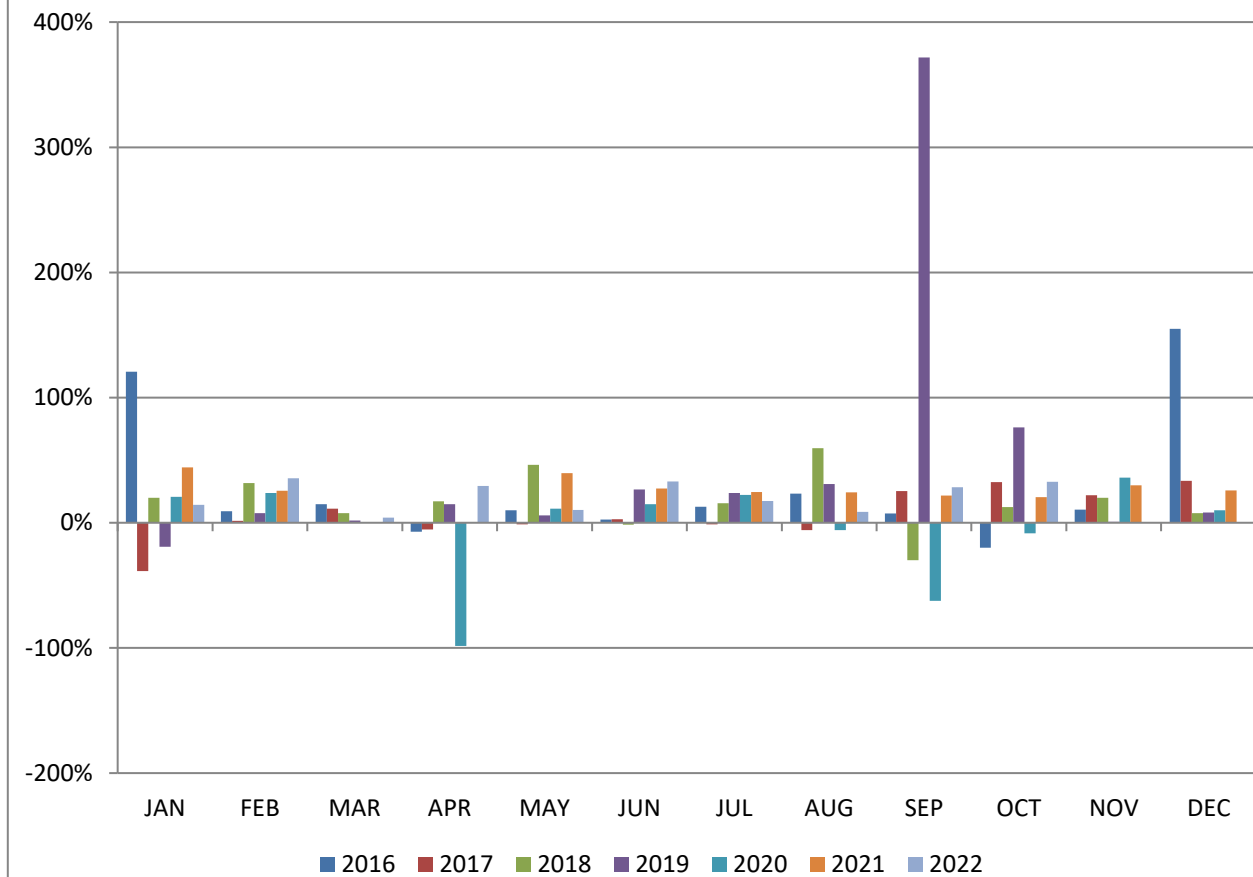
Calendar Year 2022 Sales Tax Averages	Calendar Year 2021 Sales Tax Averages
<b>Total: \$3,908,121.80</b>	<b>Total: \$4,071,078.89</b>
<b>Mean Allocation: \$390,812.18</b>	<b>Mean Allocation: \$339,256.57</b>
<b>Median Allocation: \$358,123.81</b>	<b>Median Allocation: \$288,918.62</b>

## Monthly Allocations



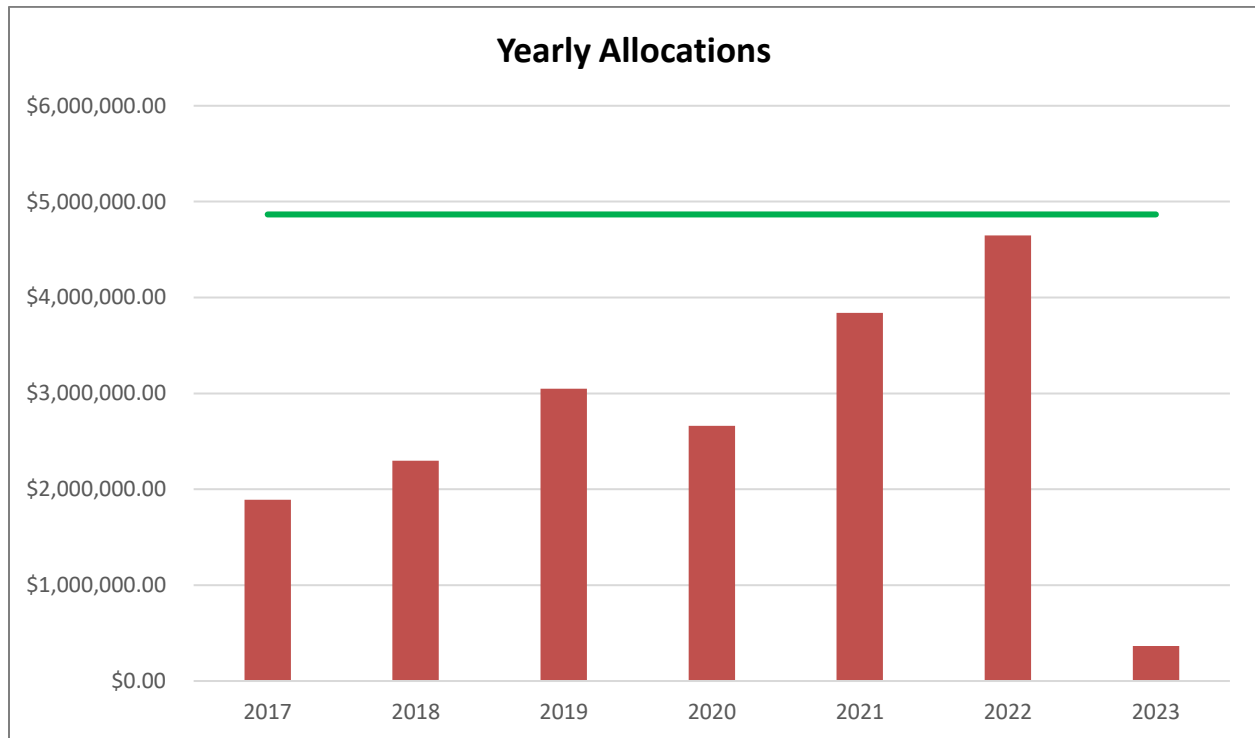
	2016	2017	2018	2019	2020	2021	2022
JAN	\$236,764.92	\$145,488.55	\$174,487.10	\$141,238.00	\$170,531.07	\$246,166.57	\$281,476.57
FEB	\$200,985.71	\$204,006.24	\$268,635.98	\$289,215.49	\$358,073.66	\$450,079.02	\$610,440.11
MAR	\$125,057.26	\$139,225.65	\$149,964.30	\$152,607.97	\$0.00	\$306,201.64	\$318,775.25
APR	\$130,098.69	\$123,234.01	\$144,205.61	\$165,516.81	\$2,724.55	\$215,206.50	\$278,593.13
MAY	\$184,955.47	\$182,757.15	\$267,397.74	\$283,049.52	\$315,099.96	\$440,192.71	\$484,876.92
JUN	\$149,145.60	\$153,336.53	\$151,071.81	\$191,260.13	\$219,615.98	\$279,583.10	\$371,794.81
JUL	\$134,137.44	\$132,394.32	\$153,156.83	\$189,741.79	\$231,928.50	\$288,879.49	\$339,253.53
AUG	\$202,380.82	\$190,648.43	\$304,422.57	\$398,641.13	\$375,019.12	\$466,305.61	\$506,663.87
SEP	\$144,903.50	\$181,625.33	\$127,165.52	\$599,991.27	\$225,114.39	\$273,783.75	\$351,555.11
OCT	\$94,652.13	\$125,361.52	\$141,162.59	\$248,593.82	\$227,917.54	\$274,762.64	\$364,692.50
NOV	\$207,611.58	\$253,111.48	\$303,708.43	\$305,939.66	\$416,557.44	\$540,960.11	
DEC	\$134,305.68	\$179,308.88	\$192,957.46	\$208,806.76	\$229,773.80	\$288,957.75	

### Previous Year by Month Variance

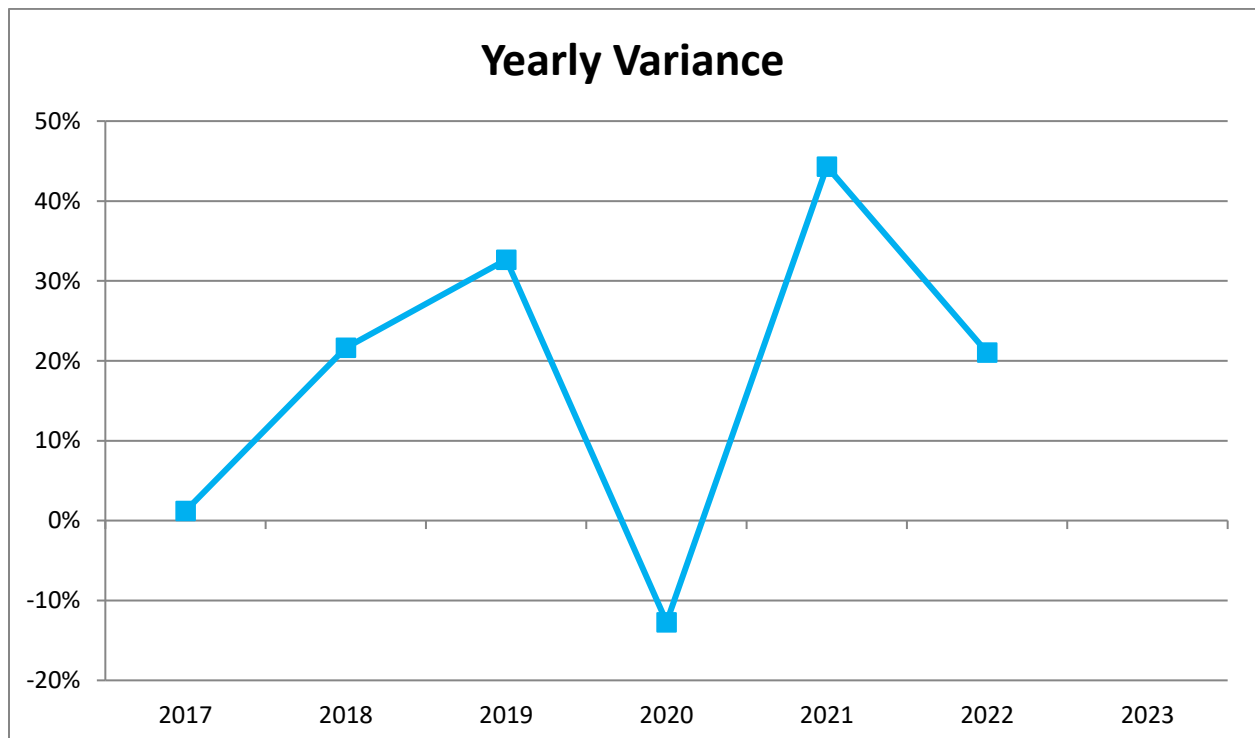


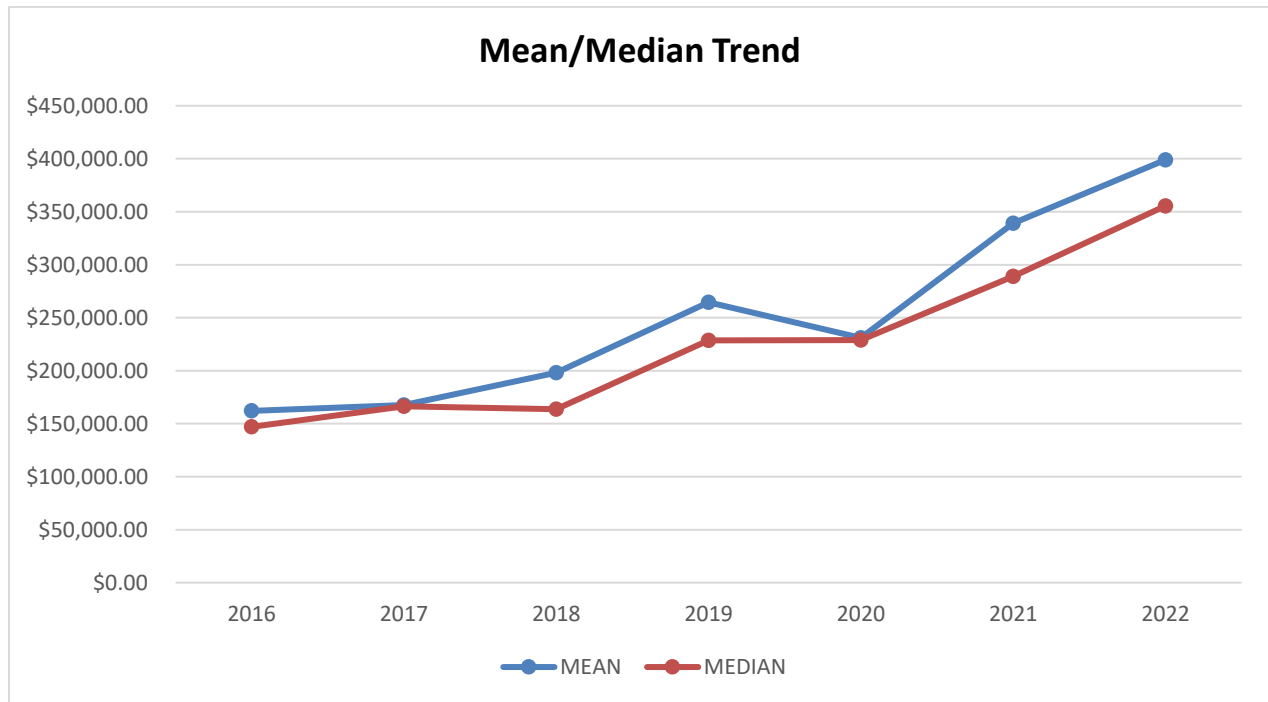
	2016	2017	2018	2019	2020	2021	2022
JAN	121%	-39%	20%	-19%	21%	44%	14%
FEB	9%	2%	32%	8%	24%	26%	36%
MAR	15%	11%	8%	2%	N/A	N/A	4%
APR	-7%	-5%	17%	15%	-98%	N/A	29%
MAY	10%	-1%	46%	6%	11%	40%	10%
JUN	3%	3%	-1%	27%	15%	27%	33%
JUL	13%	-1%	16%	24%	22%	25%	17%
AUG	23%	-6%	60%	31%	-6%	24%	9%
SEP	7%	25%	-30%	372%	-62%	22%	28%
OCT	-20%	32%	13%	76%	-8%	21%	33%
NOV	11%	22%	20%	1%	36%	30%	
DEC	155%	34%	8%	8%	10%	26%	



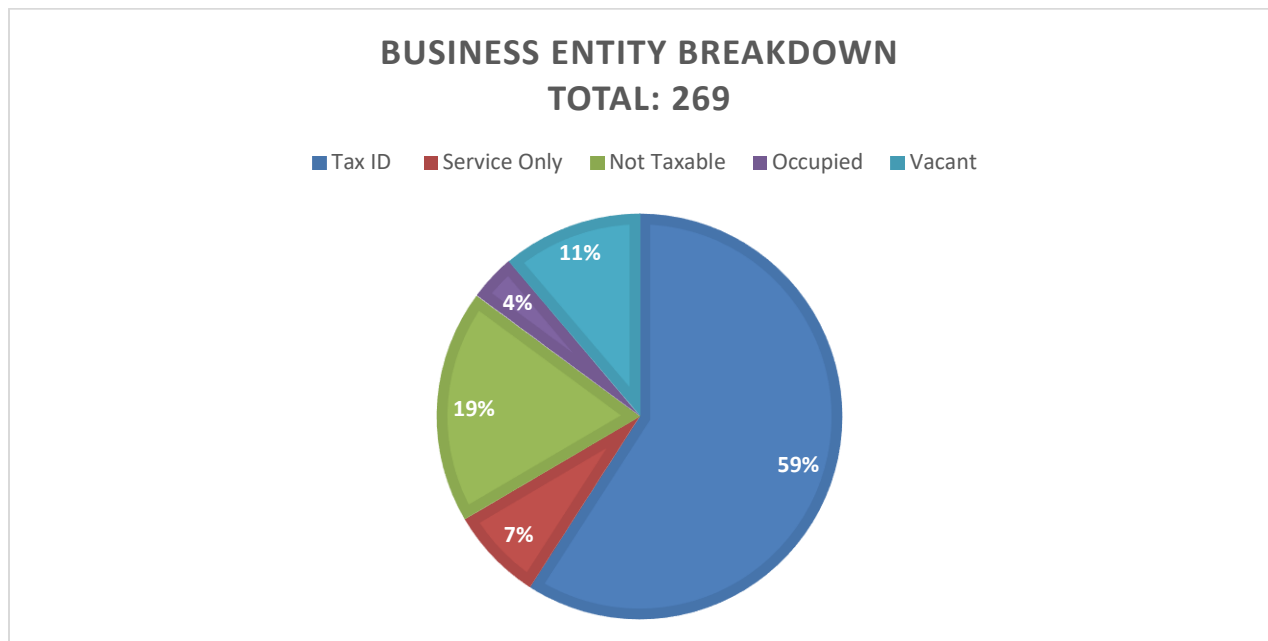


FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
\$1,889,285.60	\$2,298,289.34	\$3,049,090.59	\$2,661,447.47	\$3,840,647.17	\$4,648,109.80	\$364,692.50
1%	22%	33%	-13%	44%	21%	





	2016	2017	2018	2019	2020	2021	2022
Mean	\$162,083.23	\$167,541.51	\$198,194.66	\$264,550.20	\$231,029.67	\$339,256.57	\$390,812.18
Median	\$147,024.55	\$166,322.71	\$163,821.97	\$228,700.29	\$228,845.67	\$288,918.62	\$358,123.81



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

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



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



# City of Montgomery

## Financial Report

9/30/2022

**CITY OF MONTGOMERY**  
**ACCOUNT BALANCES 09-30-2022**  
**For Meeting of October 25, 2022**

	<u>CHECKING ACCT BALANCES</u>	<u>PRIOR MONTH END INVESTMENTS</u>	<u>TOTAL FUNDS AVAILABLE</u>
<b><u>GENERAL FUNDS</u></b>			
OPERATING FUND #1017375	\$ 927,330.05		\$ 927,330.05
HOME GRANT FUNDS /COPS UNIVERSAL #1032895	\$ 10.00		\$ 10.00
ESCROW FUND #1025873	\$ -		\$ -
PARK FUND #7014236	\$ -		\$ -
POLICE DRUG & MISC FUND #1025675	\$ 10,678.65		\$ 10,678.65
INVESTMENTS - GENERAL FUND		\$ -	\$ -
TEXPOOL - GENERAL FUND # 00003		\$ 1,219,102.76	\$ 1,219,102.76
TEXPOOL - RESERVE FUND # 00001		\$ 356,800.58	\$ 356,800.58
<b>TOTAL GENERAL FUND</b>	<b><u>\$ 938,018.70</u></b>	<b><u>\$ 1,575,903.34</u></b>	<b><u>\$ 2,513,922.04</u></b>
<b><u>CONSTRUCTION FUND</u></b>			
BUILDING FUND #1058528	\$ -		\$ -
CONSTRUCTION ACCOUNT #1058544	\$ 377,619.66		\$ 377,619.66
BOK FINANCIAL SERIES 2017A	\$ 103,345.65		\$ 103,345.65
BOK FINANCIAL SERIES 2017B	\$ 209,869.71		\$ 209,869.71
TEXPOOL - AMERICAN RESCUE PLAN # 00009		\$ 169,822.67	\$ 169,822.67
TEXPOOL - INFRASTRUCTURE # 0011		\$ 47,028.19	\$ 47,028.19
TEXPOOL - MOBILITY # 0012		\$ 10,070.20	\$ 10,070.20
TEXPOOL - BUILDING # 0013		\$ 717,355.10	\$ 717,355.10
INVESTMENTS - CONSTRUCTION		\$ -	\$ -
<b>TOTAL CONSTRUCTION FUND</b>	<b><u>\$ 690,835.02</u></b>	<b><u>\$ 944,276.16</u></b>	<b><u>\$ 1,635,111.18</u></b>
<b><u>DEBT SERVICE FUND</u></b>			
DEBT SERVICE FUND #7024730	\$ 108,555.70		\$ 108,555.70
TEXPOOL DEBT SERVICE # 00008	\$ -	\$ 520.86	\$ 520.86
<b>TOTAL DEBT SERVICE FUND</b>	<b><u>\$ 108,555.70</u></b>	<b><u>\$ 520.86</u></b>	<b><u>\$ 109,076.56</u></b>
<b><u>COURT SECURITY FUND</u> #1070580</b>			
	<b><u>\$ 3,438.08</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 3,438.08</u></b>
<b><u>COURT TECHNICAL FUND</u> #1058361</b>			
	<b><u>\$ 37,857.49</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 37,857.49</u></b>
<b><u>GRANT FUND</u></b>			
HOME GRANT ACCOUNT #1059104	\$ 10.00		\$ 10.00
GRANT ACCOUNT #1048479	\$ 10.00		\$ 10.00
<b>TOTAL GRANT FUND</b>	<b><u>\$ 20.00</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 20.00</u></b>
<b><u>HOTEL OCCUPANCY TAX FUND</u> #1025253</b>			
	<b><u>\$ 20,418.03</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 20,418.03</u></b>
<b><u>MEDC</u></b>			
CHECKING ACCOUNT #1017938	\$ 514,904.85		\$ 514,904.85
TEXPOOL - MEDC # 00006		\$ 1,072,071.56	\$ 1,072,071.56
TEXPOOL - MEDC # 00005		\$ 324,270.48	\$ 324,270.48
TEXPOOL - MEDC # 00010		\$ 201,419.64	\$ 201,419.64
<b>TOTAL MEDC</b>	<b><u>\$ 514,904.85</u></b>	<b><u>\$ 1,597,761.68</u></b>	<b><u>\$ 2,112,666.53</u></b>
<b><u>POLICE ASSET FORFEITURES</u> #1047745</b>			
	<b><u>\$ 13,256.80</u></b>		<b><u>\$ 13,256.80</u></b>
<b><u>UTILITY FUND</u></b>			
UTILITY FUND #1017383	\$ 727,027.55		\$ 727,027.55
INVESTMENTS - UTILITY FUND		\$ -	\$ -
TEXPOOL - UTILITY FUND # 00002		\$ 1,767,891.39	\$ 1,767,891.39
<b>TOTAL UTILITY FUND</b>	<b><u>\$ 727,027.55</u></b>	<b><u>\$ 1,767,891.39</u></b>	<b><u>\$ 2,494,918.94</u></b>
<b><u>TOTAL ALL FUNDS</u></b>			
	<b><u>\$ 3,054,332.22</u></b>	<b><u>\$ 5,886,353.43</u></b>	<b><u>\$ 8,940,685.65</u></b>
<b><u>INVESTMENTS</u></b>			
TEXPOOL - GENERAL FUND			\$ 1,575,903.34
INVESTMENTS - GENERAL FUND			\$ -
TEXPOOL - CONST # 00009			\$ 169,822.67
TEXPOOL - CONST # 00011			\$ 47,028.19
TEXPOOL - CONST # 00012			\$ 10,070.20
TEXPOOL - CONST # 00013			\$ 717,355.10
TEXPOOL - DEBT SERVICE # 00008			\$ 520.86
TEXPOOL - MEDC			\$ 1,072,071.56
INVESTMENTS - MEDC			\$ 324,270.48
INVESTMENTS - MEDC			\$ 201,419.64
TEXPOOL - UTILITY			\$ 1,767,891.39
INVESTMENTS - UTILITY			\$ -
<b>TOTAL ALL INVESTMENTS</b>			<b><u>\$ 5,886,353.43</u></b>

\*Note:



# List of Disbursements / Receipts - City of Montgomery for period 09/01 to 09/30/2022

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

Post Date	Transaction Type / Check #	Description	Amount
09/30/2022	Deposit	Miscellaneous Deposits June 2022	\$ 106,736.11
09/30/2022	Deposit	Miscellaneous Deposits June 2022	\$ 19,327.00
09/30/2022	Deposit	Miscellaneous Deposits June 2022	\$ 650.00
09/08/2022	Transfer	September 2022 Sales Tax Allocation	\$ 351,555.11
09/08/2022	Transfer	September 2022 Admin MEDC Transfers	\$ 4,583.34
09/16/2022	Deposit	Beverage Tax September 2022	\$ 2,039.37
09/30/2022	Deposit	Tax Activity September 2022	\$ 6.32
09/30/2022	Deposit	Tax Activity September 2022	\$ 423.00
09/30/2022	Deposit	Tax Activity September 2022	\$ 29.37
09/30/2022	Deposit	Tax Activity September 2022	\$ 986.74
09/30/2022	Deposit	Court Deposits September 2022	\$ 26,216.19
09/30/2022	Deposit	Court Deposits September 2022 - O/S	\$ 832.80
09/30/2022	Transfer	September 2022 Admin MEDC Transfers	\$ 4,583.34
09/30/2022	Transfer	Transfer From MEDC	\$ 342.04
09/30/2022	Transfer	Transfer From Utility Fund	\$ 3,536.80
09/30/2022	Transfer	Transfer From Utility Fund	\$ 149.25
09/30/2022	Transfer	Transfer From Utility Fund	\$ 821.90
09/30/2022	Transfer	Transfer From Utility Fund	\$ 467.11
09/30/2022	Transfer	Transfer From Utility Fund	\$ 13,602.15
09/30/2022	Transfer	Transfer From Utility Fund	\$ 1,340.12
09/30/2022	Transfer	Transfer From Utility Fund	\$ 13,223.61
09/30/2022	Transfer	Transfer From Utility Fund	\$ 69.79
09/30/2022	Transfer	Transfer From Utility Fund	\$ 156.08
09/30/2022	Transfer	Transfer From Utility Fund	\$ 1,917.55
09/30/2022	Transfer	Transfer From Court Security	\$ 75.00
09/30/2022	Transfer	Reimbursement - PD Grant	\$ 6,209.90
09/30/2022	Transfer	American Rescue Plan Funds Deposit	\$ 168,827.44
09/30/2022	Deposit	Court Deposits September 2022	\$ 26,216.19
09/30/2022	Deposit	Court Deposits September 2022 - O/S	\$ 832.80
Total Receipts			\$ 755,756.42

09/09/2022	DD	Payroll EFT	\$ (58,099.71)
09/09/2022	ACH	Office of the Attorney General	\$ (1,205.54)
09/14/2022	ACH	EFTPS	\$ (2,251.80)
09/14/2022	ACH	EFTPS	\$ (9,628.68)
09/14/2022	ACH	EFTPS	\$ (6,980.85)
09/21/2022	ACH	UBEO LLC	\$ (2,015.00)
09/23/2022	DD	Payroll EFT	\$ (59,844.70)
09/23/2022	ACH	Office of the Attorney General	\$ (1,205.54)
09/28/2022	ACH	EFTPS	\$ (2,333.26)
09/28/2022	ACH	EFTPS	\$ (9,976.92)
09/28/2022	ACH	EFTPS	\$ (7,537.82)
09/30/2022	Transfer	Transfer To Court Technology	\$ (35.02)
09/30/2022	Transfer	Transfer to Court Security	\$ (21.00)
09/30/2022	Transfer	MEDC September 2022 Sales Tax Entries	\$ (87,888.78)
09/30/2022	Transfer	Transfer to MEDC	\$ (275.00)
09/30/2022	Transfer	Bank Charges / Fees - September 2022	\$ (1,284.33)
09/30/2022	Transfer	Transfer to Debt Service Fund	\$ (525.19)
09/01/2022	32760	Cheatham Management, LLC	\$ (65,397.54)
09/01/2022	32761	Office Pride	\$ (826.93)
09/01/2022	32762	RCI Technologies Inc.	\$ (3,584.00)
09/09/2022	32763	Laurence Daspit	\$ (117.94)
09/07/2022	32764	Albert Chambers.	\$ (272.05)
09/07/2022	32765	Amazon Capital Services	\$ (12.28)
09/07/2022	32766	American Water Works Assn.	\$ (372.00)
09/07/2022	32767	Auto Trust Repairs	\$ (7.00)
09/07/2022	32768	Buckalew Chevrolet, L.P.	\$ (10.39)
09/07/2022	32769	CivicPlus	\$ (1,575.00)
09/07/2022	32770	Entergy	\$ (2,103.98)
09/07/2022	32771	Impact Promotional Services LLC	\$ (478.72)
09/07/2022	32772	K & K Construction, Inc.	\$ (118.30)
09/07/2022	32773	Kologik	\$ (7,080.00)
09/07/2022	32774	Northwest Pest Patrol	\$ (205.08)
09/07/2022	32775	OCS	\$ (4,000.00)
09/07/2022	32776	Pitney Bowes, Inc	\$ (111.99)
09/07/2022	32777	Pura Flo Corporation	\$ (17.05)
09/07/2022	32778	Southwest Solutions Group	\$ (197.15)
09/07/2022	32779	Stowe's Collision Repair LLC	\$ (95.75)

09/07/2022	32780	Thomas Printing & Publishing	\$ (119.50)
09/07/2022	32781	TML - IRP	\$ (8,283.29)
09/07/2022	32782	UniFirst Holdings, Inc.	\$ (572.19)
09/07/2022	32783	Verizon	\$ (372.95)
09/07/2022	32784	Wex Bank	\$ (1,515.48)
09/15/2022	32785	Amazon Capital Services	\$ (69.49)
09/15/2022	32786	Anthony Lasky	\$ (46.88)
09/15/2022	32787	Auto Trust Repairs	\$ (259.00)
09/15/2022	32788	Card Service Center	\$ (12,658.85)
09/15/2022	32789	CivicPlus	\$ (724.98)
09/15/2022	32790	Coburn's Conroe Inc.	\$ (750.00)
09/15/2022	32791	Cody's Lawn Service LLC	\$ (12,245.65)
09/15/2022	32792	Conroe Courier.	\$ (17.00)
09/15/2022	32793	Consolidated Communications	\$ (1,616.12)
09/15/2022	32794	Drew Eubanks	\$ (36.23)
09/15/2022	32795	Firestone Complete Auto Care Conroe	\$ (2,329.17)
09/15/2022	32796	Gullo Ford Mercury	\$ (4,441.75)
09/15/2022	32797	Houston Chronicle	\$ (251.60)
09/15/2022	32798	Jim's Hardware	\$ (1,016.35)
09/15/2022	32799	LDC	\$ (42.75)
09/15/2022	32800	Motorola	\$ (3,947.00)
09/15/2022	32801	NAPA Auto Parts	\$ (41.85)
09/15/2022	32802	Northwest Pest Patrol	\$ (580.00)
09/15/2022	32803	On Site Decals, LLC	\$ (1,095.00)
09/15/2022	32804	Optiquet Internet Services, Inc	\$ (567.90)
09/15/2022	32805	O'Reilly Auto Parts	\$ (4.99)
09/15/2022	32806	O'Reilly Automotive, Inc.	\$ (168.83)
09/15/2022	32807	Quiddity Engineering LLC	\$ (600.00)
09/15/2022	32808	Rick Hanna, CBO	\$ (11,213.33)
09/15/2022	32809	Southern Tire Mart	\$ (199.75)
09/15/2022	32810	Texas Department of Motor Vehicles	\$ (8.25)
09/15/2022	32811	The Payment Group, LLC	\$ (541.87)
09/15/2022	32812	Tyler Technologies	\$ (9,461.50)
09/15/2022	32813	UBEO, LLC	\$ (493.02)
09/15/2022	32814	Ultimate Lighting Solutions, LLC	\$ (12,582.17)
09/15/2022	32815	Wex Bank	\$ (1,549.30)
09/16/2022	32816	Gordon B. Dudley. Jr.	\$ (450.00)
09/16/2022	32817	Larry Evans	\$ (75.00)
09/23/2022	32818	Laurence Daspit	\$ (214.43)
09/22/2022	32819	Aflac	\$ (1,383.72)
09/22/2022	32820	Always Answer	\$ (65.42)
09/22/2022	32821	Amazon Capital Services	\$ (74.00)
09/22/2022	32822	Auto Trust Repairs	\$ (319.97)
09/22/2022	32823	Axon Enterprises, Inc.	\$ (2,800.00)
09/22/2022	32824	Buckalew Chevrolet, L.P.	\$ (82.65)
09/22/2022	32825	Chad Peace	\$ (1,000.00)
09/22/2022	32826	Conroe Courier.	\$ (17.00)
09/22/2022	32827	Entergy	\$ (1,189.31)
09/22/2022	32828	Houston Chronicle	\$ (568.50)
09/22/2022	32829	Impact Promotional Services LLC	\$ (1,581.39)
09/22/2022	32830	Johnson Petrov LLP	\$ (7,974.30)
09/22/2022	32831	McCoy's Building Supply Corporation	\$ (167.29)
09/22/2022	32832	Medical Air Services Association	\$ (140.00)
09/22/2022	32833	OCS	\$ (2,219.51)
09/22/2022	32834	Optiquet Internet Services, Inc	\$ (390.00)
09/22/2022	32835	O'Reilly Automotive Inc	\$ (20.97)
09/22/2022	32836	Pathmark Traffic Equipment	\$ (6,316.00)
09/22/2022	32837	Stowe's Collision Repair LLC	\$ (238.88)
09/22/2022	32838	TML-Health	\$ (25,206.42)
09/22/2022	32839	TMRS	\$ (26,900.06)
09/22/2022	32840	Verizon Connect NWF, Inc	\$ (80.95)
09/22/2022	32841	Wex Bank	\$ (4,191.92)
09/23/2022	32842	TML-Health	\$ (2,335.54)
Total Disbursements			<u>\$(514,119.51)</u>

## Fund: 200 - Capital Projects

## Cash In Bank - Construction Fund

Post Date	Source Transaction	Description	Amount
09/12/2022	1401	R&B Group, Incorporated	\$(193,577.41)
09/15/2022	1402	Quiddity Engineering LLC	\$ (4,803.75)
Total Disbursements			<u>\$(198,381.16)</u>

## Fund: 300 - Water &amp; Sewer

## Cash In Bank - Water &amp; Sewer

Post Date	Source Transaction	Description	Amount
09/30/2022	Deposit	September 2022 Utility Collections	\$ 149,787.90
09/30/2022	Deposit	September 2022 Utility Collections	\$ 64,171.29
09/30/2022	Deposit	September 2022 Utility Collections	\$ 16,202.67
09/30/2022	Deposit	September 2022 Utility Collections	\$ 53,367.53
Total Receipts			\$ 283,529.39
09/30/2022	Transfer	Transfer to General Fund	\$ (821.90)
09/30/2022	Transfer	Transfer to General Fund	\$ (149.25)
09/30/2022	Transfer	Transfer to General Fund	\$ (156.08)
09/30/2022	Transfer	Transfer to General Fund	\$ (13,602.15)
09/30/2022	Transfer	Transfer to General Fund	\$ (13,223.61)
09/30/2022	Transfer	Transfer to General Fund	\$ (3,536.80)
09/30/2022	Transfer	Transfer to General Fund	\$ (1,340.12)
09/30/2022	Transfer	Transfer to General Fund	\$ (2,942.19)
09/30/2022	Transfer	Transfer to General Fund	\$ (69.79)
09/30/2022	Transfer	Transfer to General Fund	\$ (1,917.55)
09/30/2022	Transfer	Transfer to General Fund	\$ (467.11)
09/01/2022	ACH	State Comptroller	\$ (1,549.48)
09/07/2022	15933	Accurate Utility Supply, LLC	\$ (790.00)
09/07/2022	15934	Badger Meter	\$ (1,192.60)
09/07/2022	15935	Dataprose LLC	\$ (2,284.08)
09/07/2022	15936	Entergy	\$ (14,336.54)
09/07/2022	15937	Texas Excavation Safety System, Inc.	\$ (162.45)
09/15/2022	15938	Crisp Analytical, LLC	\$ (175.00)
09/15/2022	15939	DXI Industries Inc.	\$ (722.26)
09/15/2022	15940	LDC	\$ (87.98)
09/15/2022	15941	USA Blue Book	\$ (1,542.70)
09/22/2022	15942	Dataprose LLC	\$ (324.30)
09/22/2022	15943	DXI Industries Inc.	\$ (100.00)
09/23/2022	15944	Stylecraft Builders	\$ (94.78)
09/23/2022	15945	K Hovnanian Of Houston	\$ (51.00)
09/23/2022	15946	Anglia Homes, Lp	\$ (500.00)
09/23/2022	15947	Payton Palmer	\$ (71.87)
09/23/2022	15948	David & Cecilia Miller	\$ (62.93)
09/23/2022	15949	Opendoor Labs Inc	\$ (63.21)
09/23/2022	15950	Kelly Down Consulting LLC	\$ (474.50)
09/23/2022	15951	Lefco	\$ (238.00)
Total Disbursements			\$ (63,050.23)

## Fund: 400 - MEDC

## Cash In Bank - MEDC Checking

Post Date	Source Transaction	Description	Amount
09/30/2022	Deposit	Quilt Walk Square Revenues	\$ 154.16
09/30/2022	Deposit	Quilt Walk Square Revenues	\$ 38.54
09/30/2022	Deposit	Quilt Walk Square Revenues	\$ 38.24
09/30/2022	Deposit	Quilt Walk Square Revenues	\$ 76.48
09/30/2022	Deposit	Quilt Walk Square Revenues	\$ 19.12
09/30/2022	Deposit	Quilt Walk Square Revenues	\$ 57.36
09/30/2022	Transfer	Refunded Wire Fee	\$ 25.00
09/30/2022	Transfer	MEDC September 2022 Sales Tax Entries	\$ 87,888.78
09/30/2022	Transfer	Transfer From General Fund	\$ 275.00
Total Receipts			\$ 88,572.68
09/30/2022	Transfer	September 2022 Admin MEDC Transfers	\$ (4,583.34)
09/30/2022	Transfer	Transfer to General Fund	\$ (342.04)
09/01/2022	2229	Rebecca Huss	\$ (40.03)
09/13/2022	2230	Amazon Capital Services, Inc	\$ (58.09)
09/21/2022	2231	Amazon Capital Services, Inc	\$ (69.00)
09/21/2022	2232	Maria Machadoand	\$ (200.00)
09/21/2022	2233	Rileighs Outdoor, LLC	\$ (1,027.00)
09/22/2022	2234	Jacob McRae.	\$ (600.00)
09/23/2022	2235	Montgomery Quilt Company	\$ (50.00)
09/23/2022	2236	Threaded Lines	\$ (50.00)
Total Disbursements			\$ (7,019.50)

## Texpool - MEDC General

Transaction Type / Check #	Description	Amount
9/8/2022	Transfer	September 2022 MEDC Kroger Transfer
Total Disbursements		\$ (20,833.34)

## Texpool - Reimbursement / Kroger

Transaction Type / Check #	Description	Amount
9/8/2022	Transfer	September 2022 MEDC Kroger Transfer
Total Receipts		\$ 20,833.34



## Fund: 500 - Debt Service

## Cash In Bank - Debt Service

Post Date	Transaction Type / Check #	Description	Amount
09/30/2022	Transfer	Tax Activity September 2022	\$ 525.19
		Total Receipts	\$ 525.19

## Fund: 700 - Court Security

## Cash In Bank - Court Security

Post Date	Transaction Type / Check #	Description	Amount
09/30/2022	Transfer	Transfer From General Fund	\$ 21.00
		Total Receipts	\$ 21.00
09/30/2022	Transfer	Transfer To General Fund	\$ (75.00)
		Total Disbursements	\$ (75.00)

## Fund: 750 - Court Technology

## Cash In Bank - Court Technology

Post Date	Transaction Type / Check #	Description	Amount
09/30/2022	Transfer	Transfer From General Fund	\$ 35.02
		Total Receipts	\$ 35.02

## Fund: 800 - Hotel Occupancy - No Activity for Month of September

## Fund: 850 - Police Asset - No Activity for Month of September

Interest on Bank Accounts :			Amount
BOK Financial 2123	Series 2017B		\$ 249.23
BOK Financial 2124	Series 2017A		\$ 122.73
Texpool XXXX0001	General Fund - Reimb		\$ 706.09
Texpool XXXX0002	Utility Fund		\$ 3,498.80
Texpool XXXX0003	General Fund		\$ 2,412.73
Texpool XXXX0005	MEDC Fund - Reimb		\$ 635.42
Texpool XXXX0006	MEDC Fund		\$ 2,128.05
Texpool XXXX0008	Debt Service Fund		\$ 0.99
Texpool XXXX0009	Capital Projects - American Rescue Plan		\$ 336.09
Texpool XXXX0010	MEDC Fund - Downtown Development		\$ 398.64
Texpool XXXX0011	Capital Projects - Mobility		\$ 93.08
Texpool XXXX0012	Capital Projects - Infrastructure		\$ 19.94
Texpool XXXX0013	Capital Projects - Building		\$ 1,419.68
FFB XXXX7375	General Fund		\$ 142.71
FFB XXXX7383	Utility Fund		\$ 112.59
FFB XXXX7938	MEDC Fund		\$ 87.20
FFB XXXX0580	Court Security Fund		\$ 0.31
FFB XXXX8361	Court Tech Fund		\$ 4.98
FFB XXXX5253	Hotel Occupancy		\$ 2.69
FFB XXXX4730	Debt Service		\$ 52.17
FFB XXXX8544	Construction Fund		\$ 43.95
FFB XXXX7745	Police Asset Forfeiture		\$ 1.16
FFB XXXX5675	Police Drug & Misc		\$ 0.93



City of Montgomery, TX

# Budget Report 09/2022

## Account Summary

For Fiscal: 2021-2022 Period Ending: 09/30/2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 100 - General Fund</b>						
<b>Revenue</b>						
<a href="#">100-00-14010-0000000</a>	Taxes & Franchise Fees - Beverage Tax	\$ 31,000.00	\$ 31,000.00	\$ 2,039.37	\$ 26,863.05	\$ 4,136.95
<a href="#">100-00-14020-0000000</a>	Taxes & Franchise Fees - Franchise Tax	\$ 95,000.00	\$ 95,000.00	\$ 81,532.80	\$ 96,160.56	\$ (1,160.56)
<a href="#">100-00-14030-0000000</a>	Taxes & Franchise Fees - Ad Valorem Taxes	\$ 889,101.00	\$ 889,101.00	\$ 639.86	\$ 900,898.72	\$ (11,797.72)
<a href="#">100-00-14040-0000000</a>	Taxes & Franchise Fees - PID Tax Revenue	\$ 39,000.00	\$ 39,000.00	\$ -	\$ 38,564.38	\$ 435.62
<a href="#">100-00-14050-0000000</a>	Taxes & Franchise Fees - Penalties & Interest	\$ 10,000.00	\$ 10,000.00	\$ 274.06	\$ 4,575.76	\$ 5,424.24
<a href="#">100-00-14060-0000000</a>	Taxes & Franchise Fees - Rendition Penalties	\$ 100.00	\$ 100.00	\$ 6.32	\$ 69.26	\$ 30.74
<a href="#">100-00-14070-0000000</a>	Taxes & Franchise Fees - Sales Tax	\$ 2,305,576.00	\$ 2,305,576.00	\$ 175,777.55	\$ 2,324,054.92	\$ (18,478.92)
<a href="#">100-00-14080-0000000</a>	Taxes & Franchise Fees - Sales Tax ILO AdVal Tax	\$ 1,152,789.00	\$ 1,152,789.00	\$ 87,888.78	\$ 1,162,027.47	\$ (9,238.47)
<a href="#">100-00-14110-0000000</a>	Permits & Licenses - Building Permits/MEP	\$ 250,000.00	\$ 250,000.00	\$ 26,053.50	\$ 427,872.00	\$ (177,872.00)
<a href="#">100-00-14120-0000000</a>	Permits & Licenses - Vendor/Beverage Permits	\$ 1,500.00	\$ 1,500.00	\$ 965.00	\$ 3,965.00	\$ (2,465.00)
<a href="#">100-00-14130-0000000</a>	Permits & Licenses - Sign Fee	\$ 1,000.00	\$ 1,000.00	\$ 550.00	\$ 2,600.00	\$ (1,600.00)
<a href="#">100-00-14140-0000000</a>	Permits & Licenses - Plats, Zoning, Misc.	\$ 5,000.00	\$ 5,000.00	\$ 25.00	\$ 3,183.00	\$ 1,817.00
<a href="#">100-00-14150-0000000</a>	Permits & Licenses - Culverts	\$ -	\$ -	\$ -	\$ 2,472.78	\$ (2,472.78)
<a href="#">100-00-14210-0000000</a>	Fees for Service - Community Building Rental	\$ 16,000.00	\$ 16,000.00	\$ 1,625.00	\$ 13,050.00	\$ 2,950.00
<a href="#">100-00-14230-0000000</a>	Fees for Service - Right of Way Use Fees	\$ 5,000.00	\$ 5,000.00	\$ 0.81	\$ 6,232.18	\$ (1,232.18)
<a href="#">100-00-14310-0000000</a>	Court Fines & Forfeitures - Collection Fees	\$ 15,000.00	\$ 15,000.00	\$ 1,009.74	\$ 13,273.07	\$ 1,726.93
<a href="#">100-00-14320-0000000</a>	Court Fines & Forfeitures - Asset Forfeitures	\$ 100.00	\$ 100.00	\$ -	\$ -	\$ 100.00
<a href="#">100-00-14340-0000000</a>	Court Fines & Forfeitures - Child Belt/Safety	\$ 500.00	\$ 500.00	\$ -	\$ 200.00	\$ 300.00
<a href="#">100-00-14360-0000000</a>	Court Fines & Forfeitures - Fines	\$ 300,000.00	\$ 300,000.00	\$ 25,342.18	\$ 320,739.18	\$ (20,739.18)
<a href="#">100-00-14370-0000000</a>	Court Fines & Forfeitures - OMNI	\$ 1,600.00	\$ 1,600.00	\$ 102.00	\$ 1,195.24	\$ 404.76
<a href="#">100-00-14390-0000000</a>	Court Fines & Forfeitures - Warrant Fees	\$ 50.00	\$ 50.00	\$ -	\$ -	\$ 50.00
<a href="#">100-00-14400-0000000</a>	Court Fines & Forfeitures - Judicial Efficiency	\$ 700.00	\$ 700.00	\$ 4.20	\$ 88.62	\$ 611.38
<a href="#">100-00-14410-0000000</a>	Court Fines & Forfeitures - Accident Reports	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 500.00
<a href="#">100-00-14530-0000000</a>	Other Revenues - Wrecker Service Fees	\$ 245.00	\$ 245.00	\$ -	\$ -	\$ 245.00
<a href="#">100-00-14570-0000000</a>	Other Revenues - Leose Funds - PD	\$ 1,300.00	\$ 1,300.00	\$ -	\$ 1,111.94	\$ 188.06
<a href="#">100-00-14650-0000000</a>	Other Revenues - Unanticipated Income	\$ 15,000.00	\$ 15,000.00	\$ (11,123.74)	\$ 10,370.24	\$ 4,629.76
<a href="#">100-00-14670-0000000</a>	Other Revenues - Interest Income	\$ 750.00	\$ 750.00	\$ 143.64	\$ 1,424.25	\$ (674.25)
<a href="#">100-00-14680-0000000</a>	Other Revenues - Interest on Investments	\$ 1,200.00	\$ 1,200.00	\$ 3,118.82	\$ 6,799.78	\$ (5,599.78)
<a href="#">100-00-14880-F4332DR</a>	Other Revenues - FEMA Reimb - Atkins Creek	\$ -	\$ -	\$ -	\$ 31,864.47	\$ (31,864.47)
<a href="#">100-00-14910-0000000</a>	Other Revenues - Grant Revenue - Police	\$ 42,075.00	\$ 42,075.00	\$ -	\$ 3,259.10	\$ 38,815.90
<a href="#">100-00-14930-0000000</a>	Other Revenues - American Rescue Plan Funds	\$ 168,494.00	\$ 168,494.00	\$ 168,827.44	\$ 168,827.44	\$ (333.44)
<a href="#">100-00-14950-0000000</a>	Transfers In - Admin from MEDC	\$ 55,000.00	\$ 55,000.00	\$ 4,583.35	\$ 55,000.00	\$ -
<a href="#">100-00-14960-0000000</a>	Transfers In - Admin from Court Security	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,425.00	\$ 75.00
<b>Revenue Total:</b>		<b>\$ 5,406,080.00</b>	<b>\$ 5,406,080.00</b>	<b>\$ 569,385.68</b>	<b>\$ 5,629,167.41</b>	<b>\$ (223,087.41)</b>
<b>Expense</b>						
<a href="#">100-10-16002-0000000</a>	Personnel - Health Insurance	\$ 45,000.00	\$ 45,000.00	\$ 3,903.95	\$ 42,012.61	\$ 2,987.39
<a href="#">100-10-16003-0000000</a>	Personnel - Unemployment Insurance	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 121.38	\$ 878.62
<a href="#">100-10-16004-0000000</a>	Personnel - Workers Comp	\$ 3,500.00	\$ 3,500.00	\$ 99.87	\$ 3,835.53	\$ (335.53)
<a href="#">100-10-16005-0000000</a>	Personnel - Dental & Vision Insurance	\$ 4,500.00	\$ 4,500.00	\$ 269.28	\$ 3,953.85	\$ 546.15
<a href="#">100-10-16006-0000000</a>	Personnel - Life & AD&D Insurance	\$ 700.00	\$ 700.00	\$ -	\$ 257.20	\$ 442.80
<a href="#">100-10-16008-0000000</a>	Personnel - Payroll Taxes	\$ 35,000.00	\$ 35,000.00	\$ 2,120.00	\$ 39,176.79	\$ (4,176.79)
<a href="#">100-10-16009-0000000</a>	Personnel - Wages	\$ 465,500.00	\$ 465,500.00	\$ 33,595.96	\$ 542,769.36	\$ (77,269.36)
<a href="#">100-10-16010-0000000</a>	Personnel - Overtime	\$ 1,000.00	\$ 1,000.00	\$ 46.20	\$ 7,099.27	\$ (6,099.27)
<a href="#">100-10-16011-0000000</a>	Personnel - Employee Assistance Program	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 500.00
<a href="#">100-10-16012-0000000</a>	Personnel - Retirement Expense	\$ 45,000.00	\$ 45,000.00	\$ 2,789.57	\$ 50,341.57	\$ (5,341.57)
<a href="#">100-10-16013-0000000</a>	Personnel - MASA	\$ 400.00	\$ 400.00	\$ 2.16	\$ 99.75	\$ 300.25
<a href="#">100-10-16014-0000000</a>	Personnel - COLA	\$ 8,961.00	\$ 8,961.00	\$ -	\$ -	\$ 8,961.00
<a href="#">100-10-16015-0000000</a>	Personnel - Dependent Insurance	\$ 21,950.00	\$ 21,950.00	\$ -	\$ -	\$ 21,950.00
<a href="#">100-10-16101-0000000</a>	Communications - Advertising / Promotion	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,182.08	\$ (182.08)
<a href="#">100-10-16102-0000000</a>	Communications - Legal Notices & Publications	\$ 5,000.00	\$ 5,000.00	\$ 496.00	\$ 6,247.48	\$ (1,247.48)
<a href="#">100-10-16103-0000000</a>	Communications - Recording Fees	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00
<a href="#">100-10-16104-0000000</a>	Communications - Community Relations	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 1,439.50	\$ 2,560.50
<a href="#">100-10-16105-0000000</a>	Communications - Codification	\$ -	\$ -	\$ 724.98	\$ 1,699.98	\$ (1,699.98)
<a href="#">100-10-16106-0000000</a>	Communications - Records Mgt / Retention	\$ -	\$ -	\$ 3,584.00	\$ 3,584.00	\$ (3,584.00)
<a href="#">100-10-16108-0000000</a>	Communications - Vendor Subscriptions	\$ -	\$ -	\$ 90.57	\$ 271.71	\$ (271.71)
<a href="#">100-10-16202-0000000</a>	Contract Services - General Consultant Fees	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 13,012.22	\$ 6,987.78
<a href="#">100-10-16203-0000000</a>	Contract Services - Sales Tax Tracking	\$ 8,000.00	\$ 8,000.00	\$ 1,400.00	\$ 15,400.00	\$ (7,400.00)
<a href="#">100-10-16209-0000000</a>	Contract Services - Records Shredding	\$ 400.00	\$ 400.00	\$ 84.90	\$ 739.22	\$ (339.22)
<a href="#">100-10-16210-0000000</a>	Contract Services - Inspections Permits Backflows	\$ 195,000.00	\$ 195,000.00	\$ 24,194.45	\$ 257,465.66	\$ (62,465.66)
<a href="#">100-10-16213-0000000</a>	Contract Services - Legal Fees	\$ 40,000.00	\$ 40,000.00	\$ -	\$ 71,081.08	\$ (31,081.08)
<a href="#">100-10-16216-0000000</a>	Contract Services - Audit Fees	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 32,774.00	\$ (7,774.00)
<a href="#">100-10-16217-0000000</a>	Contract Services - Engineering	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
<a href="#">100-10-16223-0000000</a>	Contract Services - Accounting Fees	\$ 35,000.00	\$ 35,000.00	\$ 3,814.74	\$ 62,334.98	\$ (27,334.98)
<a href="#">100-10-16224-0000000</a>	Contract Services - Repairs & Maintenance	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
<a href="#">100-10-16239-0000000</a>	Contract Services - Printing & Office supplies	\$ 5,000.00	\$ 5,000.00	\$ 270.05	\$ 5,230.29	\$ (230.29)
<a href="#">100-10-16241-0000000</a>	Contract Services - Computers/Website	\$ 2,500.00	\$ 2,500.00	\$ 1,674.43	\$ 4,232.05	\$ (1,732.05)
<a href="#">100-10-16242-0000000</a>	Contract Services - Postage/Delivery	\$ 2,000.00	\$ 2,000.00	\$ 111.99	\$ 1,477.23	\$ 522.77
<a href="#">100-10-16243-0000000</a>	Contract Services - Telephone	\$ 12,000.00	\$ 12,000.00	\$ 795.30	\$ 7,333.24	\$ 4,666.76
<a href="#">100-10-16244-0000000</a>	Contract Services - Tax Assessor Fees	\$ 10,000.00	\$ 10,000.00	\$ 2,430.67	\$ 9,722.68	\$ 277.32
<a href="#">100-10-16245-0000000</a>	Contract Services - Election	\$ 14,500.00	\$ 14,500.00	\$ -	\$ 15,183.72	\$ (683.72)
<a href="#">100-10-16249-0000000</a>	Contract Services - Computer/Technology	\$ 19,500.00	\$ 19,500.00	\$ 990.57	\$ 25,443.82	\$ (5,943.82)

<a href="#">100-10-16252-0000000</a>	Contract Services- Code Enforcement	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 3,537.50	\$ 26,462.50
<a href="#">100-10-16254-0000000</a>	Contract Services - Software Upgrades	\$ 78,500.00	\$ 78,500.00	\$ -	\$ 74,502.71	\$ 3,997.29
<a href="#">100-10-16404-0000000</a>	Supplies & Equipment - Copier/Fax Machine	\$ 10,000.00	\$ 10,000.00	\$ 966.80	\$ 9,652.75	\$ 347.25
<a href="#">100-10-16405-0000000</a>	Supplies & Equipment - Operating Supplies	\$ 4,000.00	\$ 4,000.00	\$ 14.48	\$ 2,450.67	\$ 1,549.33
<a href="#">100-10-16417-0000000</a>	Supplies & Equipment - Capital Pur. Furniture	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 901.99	\$ 598.01
<a href="#">100-10-16502-0000000</a>	Staff Development - Dues & Subscriptions	\$ 5,000.00	\$ 5,000.00	\$ 421.00	\$ 2,292.90	\$ 2,707.10
<a href="#">100-10-16503-0000000</a>	Staff Development - Travel & Training Staff	\$ 10,000.00	\$ 10,000.00	\$ 939.86	\$ 10,837.80	\$ (837.80)
<a href="#">100-10-16504-0000000</a>	Staff Development - Travel & Training Council	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 4,787.49	\$ 212.51
<a href="#">100-10-16701-0000000</a>	Insurance - Liability	\$ 7,000.00	\$ 7,000.00	\$ 479.53	\$ 6,080.89	\$ 919.11
<a href="#">100-10-16702-0000000</a>	Insurance - Property	\$ 5,300.00	\$ 5,300.00	\$ 403.36	\$ 5,193.27	\$ 106.73
<a href="#">100-10-16703-0000000</a>	Insurance - Bond	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 500.00
<a href="#">100-10-16806-0000000</a>	Utilities - Cedar Brake Park	\$ -	\$ -	\$ 125.53	\$ 125.53	\$ (125.53)
<a href="#">100-10-16915-0000000</a>	Capital Outlay - Laserfische Software	\$ 7,200.00	\$ 7,200.00	\$ -	\$ 7,132.80	\$ 67.20
<a href="#">100-10-16923-0000000</a>	Capital Outlay - General Improvements	\$ -	\$ -	\$ -	\$ 343.59	\$ (343.59)
<a href="#">100-10-17001-0000000</a>	Misc Expenses - Other	\$ 1,000.00	\$ 1,000.00	\$ 1,338.43	\$ 29,167.98	\$ (28,167.98)
<a href="#">100-10-17004-0000000</a>	Misc Expenses - Captial Proj Trans Infra 24013	\$ 349,809.00	\$ 349,809.00	\$ 168,827.44	\$ 168,827.44	\$ 180,981.56
<a href="#">100-10-17180-0000000</a>	Leases - Parks and Recreation - Adams Park	\$ 8,000.00	\$ 8,000.00	\$ -	\$ 7,941.95	\$ 58.05
<a href="#">100-10-17310-KROGERO</a>	Tax Rebatement -Sales Tax Rebate	\$ 250,000.00	\$ 250,000.00	\$ 20,833.33	\$ 249,999.98	\$ 0.02
<a href="#">100-10-17320-380AGRO</a>	Tax Rebatement - 380 Ad Valorem Tax Rebate	\$ 115,000.00	\$ 115,000.00	\$ 9,583.33	\$ 114,999.98	\$ 0.02
<a href="#">100-10-17330-0000000</a>	Tax Rebatement - PID Property Tax Reimb	\$ 38,815.00	\$ 38,815.00	\$ -	\$ 38,364.40	\$ 450.60
	Subtotal Administrative Expenses	\$ 1,965,035.00	\$ 1,965,035.00	\$ 287,422.73	\$ 1,963,663.87	\$ 1,371.13
<a href="#">100-11-16002-0000000</a>	Personnel - Health Insurance	\$ 123,000.00	\$ 123,000.00	\$ 10,229.25	\$ 131,357.04	\$ (8,357.04)
<a href="#">100-11-16003-0000000</a>	Personnel - Unemployment Insurance	\$ 2,260.00	\$ 2,260.00	\$ -	\$ 278.12	\$ 1,981.88
<a href="#">100-11-16004-0000000</a>	Personnel - Workers Comp	\$ 27,000.00	\$ 27,000.00	\$ 1,522.18	\$ 22,953.80	\$ 4,046.20
<a href="#">100-11-16005-0000000</a>	Personnel - Dental & Vision Insurance	\$ 12,000.00	\$ 12,000.00	\$ 830.97	\$ 11,310.39	\$ 689.61
<a href="#">100-11-16006-0000000</a>	Personnel - Life & AD&D Insurance	\$ 4,200.00	\$ 4,200.00	\$ -	\$ 1,233.60	\$ 2,966.40
<a href="#">100-11-16008-0000000</a>	Personnel - Payroll Taxes	\$ 105,000.00	\$ 105,000.00	\$ 6,577.36	\$ 84,303.05	\$ 20,696.95
<a href="#">100-11-16009-0000000</a>	Personnel - Wages	\$ 965,000.00	\$ 965,000.00	\$ 94,982.45	\$ 1,164,611.95	\$ (199,611.95)
<a href="#">100-11-16010-0000000</a>	Personnel - Overtime	\$ 50,000.00	\$ 50,000.00	\$ 8,049.71	\$ 72,322.38	\$ (22,322.38)
<a href="#">100-11-16011-0000000</a>	Personnel - Employee Assistance Program	\$ 1,050.00	\$ 1,050.00	\$ -	\$ -	\$ 1,050.00
<a href="#">100-11-16012-0000000</a>	Personnel - Retirement Expense	\$ 90,000.00	\$ 90,000.00	\$ 8,608.27	\$ 109,810.26	\$ (19,810.26)
<a href="#">100-11-16013-0000000</a>	Personnel - MASA	\$ 850.00	\$ 850.00	\$ 5.40	\$ 304.89	\$ 545.11
<a href="#">100-11-16014-0000000</a>	Personnel - COLA	\$ 18,850.00	\$ 18,850.00	\$ -	\$ -	\$ 18,850.00
<a href="#">100-11-16015-0000000</a>	Personnel - Dependent Insurance	\$ 49,850.00	\$ 49,850.00	\$ -	\$ -	\$ 49,850.00
<a href="#">100-11-16104-0000000</a>	Communications - Community Relations	\$ 5,500.00	\$ 5,500.00	\$ 775.06	\$ 8,562.30	\$ (3,062.30)
<a href="#">100-11-16209-0000000</a>	Contract Services - Records Shredding	\$ 500.00	\$ 500.00	\$ 84.89	\$ 371.08	\$ 128.92
<a href="#">100-11-16226-0000000</a>	Contract Services - Maint - Vehicles & Equipment	\$ -	\$ -	\$ 8.25	\$ 33.70	\$ (33.70)
<a href="#">100-11-16227-0000000</a>	Contract Services - Gas/Oil	\$ 40,000.00	\$ 40,000.00	\$ 4,191.92	\$ 53,737.43	\$ (13,737.43)
<a href="#">100-11-16229-0000000</a>	Contract Services - Auto Repairs	\$ 27,000.00	\$ 27,000.00	\$ 5,432.19	\$ 35,979.87	\$ (8,979.87)
<a href="#">100-11-16230-0000000</a>	Contract Services - Equipment repairs	\$ 5,000.00	\$ 5,000.00	\$ 2,329.17	\$ 4,493.07	\$ 506.93
<a href="#">100-11-16239-0000000</a>	Contract Services - Printing & Office supplies	\$ 4,000.00	\$ 4,000.00	\$ 236.69	\$ 3,058.48	\$ 941.52
<a href="#">100-11-16241-0000000</a>	Contract Services - Computers/Website	\$ 8,000.00	\$ 8,000.00	\$ (6,110.46)	\$ 4,607.02	\$ 3,392.98
<a href="#">100-11-16242-0000000</a>	Contract Services - Postage/Delivery	\$ 500.00	\$ 500.00	\$ -	\$ 522.28	\$ (22.28)
<a href="#">100-11-16243-0000000</a>	Contract Services - Telephone	\$ 10,000.00	\$ 10,000.00	\$ 1,072.20	\$ 10,206.09	\$ (206.09)
<a href="#">100-11-16247-0000000</a>	Contract Services - Mobil Data Terminal	\$ 12,000.00	\$ 12,000.00	\$ 638.60	\$ 11,340.55	\$ 659.45
<a href="#">100-11-16249-0000000</a>	Contract Services - Computer/Technology	\$ 10,000.00	\$ 10,000.00	\$ 2,564.33	\$ 38,165.96	\$ (28,165.96)
<a href="#">100-11-16401-0000000</a>	Supplies & Equipment - Radio Fees	\$ 5,200.00	\$ 5,200.00	\$ -	\$ 4,079.88	\$ 1,120.12
<a href="#">100-11-16402-0000000</a>	Supplies & Equipment - Uniforms & Safety Equip	\$ 9,000.00	\$ 9,000.00	\$ 193.04	\$ 10,701.79	\$ (1,701.79)
<a href="#">100-11-16403-0000000</a>	Supplies & Equipment - Protective Gear	\$ 7,000.00	\$ 7,000.00	\$ -	\$ 7,862.20	\$ (862.20)
<a href="#">100-11-16404-0000000</a>	Supplies & Equipment - Copier/Fax Machine	\$ 5,500.00	\$ 5,500.00	\$ 553.74	\$ 5,886.53	\$ (386.53)
<a href="#">100-11-16405-0000000</a>	Supplies & Equipment - Operating Supplies	\$ 7,000.00	\$ 7,000.00	\$ 1,205.30	\$ 10,293.77	\$ (3,293.77)
<a href="#">100-11-16411-0000000</a>	Supplies & Equipment - Tools, Etc,	\$ 300.00	\$ 300.00	\$ -	\$ 244.89	\$ 55.11
<a href="#">100-11-16415-0000000</a>	Supplies & Equipment - Emergency Equipment	\$ 15,000.00	\$ 15,000.00	\$ 3,552.23	\$ 15,321.91	\$ (321.91)
<a href="#">100-11-16416-0000000</a>	Supplies & Equipment - Radios	\$ 21,902.00	\$ 21,902.00	\$ -	\$ 5,117.00	\$ 16,785.00
<a href="#">100-11-16417-0000000</a>	Supplies & Equipment - Capital Pur. Furniture	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
<a href="#">100-11-16502-0000000</a>	Staff Development - Dues & Subscriptions	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 1,069.25	\$ 1,430.75
<a href="#">100-11-16503-0000000</a>	Staff Development - Travel & Training Staff	\$ 21,000.00	\$ 21,000.00	\$ -	\$ 24,768.62	\$ (3,768.62)
<a href="#">100-11-16701-0000000</a>	Insurance - Liability	\$ 17,000.00	\$ 17,000.00	\$ 1,607.45	\$ 22,065.41	\$ (5,065.41)
<a href="#">100-11-16702-0000000</a>	Insurance - Property	\$ 5,000.00	\$ 5,000.00	\$ 406.00	\$ 4,993.10	\$ 6.90
<a href="#">100-11-16906-0000000</a>	Capital Outlay - Police Cars	\$ 40,000.00	\$ 40,000.00	\$ -	\$ 151,868.00	\$ (111,868.00)
<a href="#">100-11-16907-0000000</a>	Capital Outlay - Emergency Lights, Decals	\$ 7,500.00	\$ 7,500.00	\$ 1,095.00	\$ 8,047.37	\$ (547.37)
<a href="#">100-11-16910-0000000</a>	Capital Outlay - Vehicle Replacement - CPF 24011	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 14,018.92	\$ 981.08
<a href="#">100-11-16911-0000000</a>	Capital Outlay - Computers Equipment	\$ 18,000.00	\$ 18,000.00	\$ -	\$ 6,132.92	\$ 11,867.08
<a href="#">100-11-16912-0000000</a>	Capital Outlay - Copsync	\$ 7,000.00	\$ 7,000.00	\$ 7,080.00	\$ 8,278.00	\$ (1,278.00)
<a href="#">100-11-16913-0000000</a>	Capital Outlay - Radar	\$ 12,500.00	\$ 12,500.00	\$ -	\$ 11,571.00	\$ 929.00
<a href="#">100-11-16916-0000000</a>	Capital Outlay - Investigate & Testing Equipment	\$ 6,500.00	\$ 6,500.00	\$ -	\$ 7,011.22	\$ (511.22)
<a href="#">100-11-16917-0000000</a>	Capital Outlay - Ballistic Vests & Shields	\$ 14,000.00	\$ 14,000.00	\$ -	\$ 8,795.13	\$ 5,204.87
<a href="#">100-11-16919-0000000</a>	Capital Outlay - Patrol Weapons	\$ 12,000.00	\$ 12,000.00	\$ -	\$ 12,359.93	\$ (359.93)
<a href="#">100-11-16920-0000000</a>	Capital Outlay - Traffic Equipment	\$ 27,000.00	\$ 27,000.00	\$ -	\$ 47,397.00	\$ (20,397.00)
<a href="#">100-11-16921-0000000</a>	Capital Outlay - Office Maintenance	\$ 11,800.00	\$ 11,800.00	\$ -	\$ 11,742.37	\$ 57.63
<a href="#">100-11-17001-0000000</a>	Misc Expenses - Other	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,197.12	\$ 302.88
<a href="#">100-11-17015-0000000</a>	Misc Expenses - Leose Funds	\$ -	\$ -	\$ 2,067.84	\$ 2,067.84	\$ (2,067.84)
	Subtotal Police Expenses	\$ 1,863,262.00	\$ 1,863,262.00	\$ 159,789.03	\$ 2,173,454.48	\$ (310,192.48)
<a href="#">100-12-16002-0000000</a>	Personnel - Health Insurance	\$ 23,000.00	\$ 23,000.00	\$ 1,905.19	\$ 19,851.67	\$ 3,148.33
<a href="#">100-12-16003-0000000</a>	Personnel - Unemployment Insurance	\$ 400.00	\$ 400.00	\$ 1.76	\$ 133.44	\$ 266.56
<a href="#">100-12-16004-0000000</a>	Personnel - Workers Comp	\$ 6,000.00	\$ 6,000.00	\$ 322.09	\$ 6,827.91	\$ (827.91)
<a href="#">100-12-16005-0000000</a>	Personnel - Dental & Vision Insurance	\$ 1,800.00	\$ 1,800.00	\$ 118.84	\$ 1,668.54	\$ 131.46
<a href="#">100-12-16006-0000000</a>	Personnel - Life & AD&D Insurance	\$ 300.00	\$ 300.00	\$ -	\$ 46.80	\$ 253.20
<a href="#">100-12-16008-0000000</a>	Personnel - Payroll Taxes	\$ 12,900.00	\$ 12,900.00	\$ 866.17	\$ 12,891.12	\$ 8.88
<a href="#">100-12-16009-0000000</a>	Personnel - Wages	\$ 155,800.00	\$ 155,800.00	\$ 13,284.25	\$ 171,686.79	\$ (15,886.79)
<a href="#">100-12-16010-0000000</a>	Personnel - Overtime	\$ 2,000.00	\$ 2,000.00	\$ 467.92	\$ 3,984.52	\$ (1,984.52)



<a href="#">100-12-16011-0000000</a>	Personnel - Employee Assistance Program	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 500.00
<a href="#">100-12-16012-0000000</a>	Personnel - Retirement Expense	\$ 10,915.00	\$ 10,915.00	\$ 969.04	\$ 14,168.86	\$ (3,253.86)
<a href="#">100-12-16013-0000000</a>	Personnel - MASA	\$ -	\$ -	\$ -	\$ 30.16	\$ (30.16)
<a href="#">100-12-16014-0000000</a>	Personnel - COLA	\$ 2,806.00	\$ 2,806.00	\$ -	\$ -	\$ 2,806.00
<a href="#">100-12-16015-0000000</a>	Personnel - Dependent Insurance	\$ 5,400.00	\$ 5,400.00	\$ -	\$ -	\$ 5,400.00
<a href="#">100-12-16101-0000000</a>	Communications - Advertising / Promotion	\$ 500.00	\$ 500.00	\$ -	\$ 119.99	\$ 380.01
<a href="#">100-12-16102-0000000</a>	Communications - Legal Notices & Publications	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
<a href="#">100-12-16104-0000000</a>	Communications - Community Relations	\$ 1,000.00	\$ 1,000.00	\$ 248.81	\$ 248.81	\$ 751.19
<a href="#">100-12-16202-0000000</a>	Contract Services - General Consultant Fees	\$ -	\$ -	\$ -	\$ 53.65	\$ (53.65)
<a href="#">100-12-16206-0000000</a>	Contract Services - General Park Maintenance	\$ -	\$ -	\$ -	\$ 30.99	\$ (30.99)
<a href="#">100-12-16208-0000000</a>	Contract Services - Mowing	\$ 116,000.00	\$ 116,000.00	\$ 12,245.65	\$ 105,967.00	\$ 10,033.00
<a href="#">100-12-16209-0000000</a>	Contract Services - Records Shredding	\$ 150.00	\$ 150.00	\$ -	\$ -	\$ 150.00
<a href="#">100-12-16213-0000000</a>	Contract Services - Legal Fees	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00
<a href="#">100-12-16217-0000000</a>	Contract Services - Engineering	\$ 85,000.00	\$ 85,000.00	\$ -	\$ 104,535.43	\$ (19,535.43)
<a href="#">100-12-16224-0000000</a>	Contract Services - Repairs & Maintenance	\$ 9,300.00	\$ 9,300.00	\$ 1,266.93	\$ 13,917.70	\$ (4,617.70)
<a href="#">100-12-16225-0000000</a>	Contract Services - Downtown Repairs	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 236.23	\$ 1,263.77
<a href="#">100-12-16226-0000000</a>	Contract Services - Maint - Vehicles & Equipment	\$ 3,000.00	\$ 3,000.00	\$ 483.42	\$ 1,805.78	\$ 1,194.22
<a href="#">100-12-16227-0000000</a>	Contract Services - Gas/Oil	\$ 7,750.00	\$ 7,750.00	\$ 1,532.39	\$ 10,442.26	\$ (2,692.26)
<a href="#">100-12-16229-0000000</a>	Contract Services - Auto Repairs	\$ 5,000.00	\$ 5,000.00	\$ 230.00	\$ 5,439.39	\$ (439.39)
<a href="#">100-12-16230-0000000</a>	Contract Services - Equipment repairs	\$ 5,500.00	\$ 5,500.00	\$ 6.99	\$ 1,666.59	\$ 3,833.41
<a href="#">100-12-16231-0000000</a>	Contract Services - Bldg Repairs-City Hall	\$ 18,000.00	\$ 18,000.00	\$ 690.58	\$ 12,628.87	\$ 5,371.13
<a href="#">100-12-16232-0000000</a>	Contract Services - Street Repairs - Minor	\$ 20,000.00	\$ 20,000.00	\$ 33.34	\$ 912.28	\$ 19,087.72
<a href="#">100-12-16233-0000000</a>	Contract Services - Streets-Preventive Maintenance	\$ 7,000.00	\$ 7,000.00	\$ -	\$ 5,930.10	\$ 1,069.90
<a href="#">100-12-16234-0000000</a>	Contract Services - City Hall Cleaning - COVID 19	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 700.00	\$ 1,300.00
<a href="#">100-12-16237-0000000</a>	Contract Services - Mosquito Spraying	\$ 5,500.00	\$ 5,500.00	\$ 205.08	\$ 4,810.42	\$ 689.58
<a href="#">100-12-16238-0000000</a>	Contract Services - Street Signs	\$ 3,000.00	\$ 3,000.00	\$ 411.00	\$ 4,313.34	\$ (1,313.34)
<a href="#">100-12-16239-0000000</a>	Contract Services - Printing & Office supplies	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,172.61	\$ 27.39
<a href="#">100-12-16241-0000000</a>	Contract Services - Computers/Website	\$ 750.00	\$ 750.00	\$ 99.43	\$ 157.05	\$ 592.95
<a href="#">100-12-16242-0000000</a>	Contract Services - Postage/Delivery	\$ 750.00	\$ 750.00	\$ -	\$ 374.31	\$ 375.69
<a href="#">100-12-16243-0000000</a>	Contract Services - Telephone	\$ 8,400.00	\$ 8,400.00	\$ 967.90	\$ 7,433.26	\$ 966.74
<a href="#">100-12-16249-0000000</a>	Contract Services - Computer/Technology	\$ 18,000.00	\$ 18,000.00	\$ 1,014.33	\$ 18,655.94	\$ (655.94)
<a href="#">100-12-16255-0000000</a>	Contract Services - Bldg Repairs - Comm Center	\$ -	\$ -	\$ 72.00	\$ 112.58	\$ (112.58)
<a href="#">100-12-16256-0000000</a>	Contract Services - Bldg Repairs - 213 Prairie	\$ -	\$ -	\$ -	\$ 39.87	\$ (39.87)
<a href="#">100-12-16402-0000000</a>	Supplies & Equipment - Uniforms & Safety Equip	\$ 3,900.00	\$ 3,900.00	\$ 576.22	\$ 3,756.31	\$ 143.69
<a href="#">100-12-16405-0000000</a>	Supplies & Equipment - Operating Supplies	\$ 9,000.00	\$ 9,000.00	\$ 515.01	\$ 8,129.15	\$ 870.85
<a href="#">100-12-16406-0000000</a>	Supplies & Equipment - Streets & Drainage	\$ 3,500.00	\$ 3,500.00	\$ 5,905.00	\$ 5,961.67	\$ (2,461.67)
<a href="#">100-12-16407-0000000</a>	Supplies & Equipment - Cedar Break Park	\$ 6,500.00	\$ 6,500.00	\$ 271.03	\$ 1,248.05	\$ 5,251.95
<a href="#">100-12-16408-0000000</a>	Supplies & Equipment - Homecoming Park	\$ 2,000.00	\$ 2,000.00	\$ 37.50	\$ 998.33	\$ 1,001.67
<a href="#">100-12-16409-0000000</a>	Supplies & Equipment - Fernland Park	\$ 2,750.00	\$ 2,750.00	\$ 37.50	\$ 1,424.99	\$ 1,325.01
<a href="#">100-12-16410-0000000</a>	Supplies & Equipment - Community Building	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 423.39	\$ 1,576.61
<a href="#">100-12-16411-0000000</a>	Supplies & Equipment - Tools, Etc,	\$ 2,750.00	\$ 2,750.00	\$ 778.00	\$ 2,388.44	\$ 361.56
<a href="#">100-12-16412-0000000</a>	Supplies & Equipment - Memory Park	\$ 2,000.00	\$ 2,000.00	\$ 37.49	\$ 320.41	\$ 1,679.59
<a href="#">100-12-16413-0000000</a>	Supplies & Equipment - Culverts	\$ 3,000.00	\$ 3,000.00	\$ 904.53	\$ 2,956.03	\$ 43.97
<a href="#">100-12-16414-0000000</a>	Supplies & Equipment - Code Enforcement	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
<a href="#">100-12-16501-0000000</a>	Staff Development - Training & Education	\$ -	\$ -	\$ -	\$ 5.00	\$ (5.00)
<a href="#">100-12-16502-0000000</a>	Staff Development - Dues & Subscriptions	\$ 2,000.00	\$ 2,000.00	\$ 447.00	\$ 2,150.37	\$ (150.37)
<a href="#">100-12-16503-0000000</a>	Staff Development - Travel & Training Staff	\$ 5,000.00	\$ 5,000.00	\$ 253.00	\$ 3,672.69	\$ 1,327.31
<a href="#">100-12-16601-0000000</a>	Maintenance - Park Maint - Memory Pk	\$ 25,000.00	\$ 25,000.00	\$ 21,601.00	\$ 23,976.17	\$ 1,023.83
<a href="#">100-12-16602-0000000</a>	Maintenance - Park Maint - Fernland	\$ 20,000.00	\$ 20,000.00	\$ 302.06	\$ 36,734.49	\$ (16,734.49)
<a href="#">100-12-16603-0000000</a>	Maintenance - Park Maint - Cedar Brake Park	\$ 25,000.00	\$ 25,000.00	\$ 49.61	\$ 41,041.52	\$ (16,041.52)
<a href="#">100-12-16604-0000000</a>	Maintenance - Park Maint - Homecoming Park	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 10,507.16	\$ 9,492.84
<a href="#">100-12-16701-0000000</a>	Insurance - Liability	\$ 2,400.00	\$ 2,400.00	\$ 178.19	\$ 2,138.28	\$ 261.72
<a href="#">100-12-16702-0000000</a>	Insurance - Property	\$ 1,340.00	\$ 1,340.00	\$ 87.00	\$ 1,069.95	\$ 270.05
<a href="#">100-12-16803-0000000</a>	Utilities - Electronic Sign-City	\$ 1,000.00	\$ 1,000.00	\$ 164.94	\$ 1,217.21	\$ (217.21)
<a href="#">100-12-16804-0000000</a>	Utilities - Street Lights	\$ 12,000.00	\$ 12,000.00	\$ 1,189.31	\$ 12,438.56	\$ (438.56)
<a href="#">100-12-16805-0000000</a>	Utilities - Downtown Utilities	\$ 1,200.00	\$ 1,200.00	\$ 207.62	\$ 1,399.86	\$ (199.86)
<a href="#">100-12-16806-0000000</a>	Utilities - Cedar Brake Park	\$ 2,200.00	\$ 2,200.00	\$ 133.76	\$ 1,919.29	\$ 280.71
<a href="#">100-12-16807-0000000</a>	Utilities - Homecoming Park	\$ 1,500.00	\$ 1,500.00	\$ 204.07	\$ 1,524.45	\$ (24.45)
<a href="#">100-12-16808-0000000</a>	Utilities - Fernland Park	\$ 5,800.00	\$ 5,800.00	\$ 598.26	\$ 5,971.89	\$ (171.89)
<a href="#">100-12-16809-0000000</a>	Utilities - City Hall	\$ 13,000.00	\$ 13,000.00	\$ 2,770.67	\$ 15,198.50	\$ (2,198.50)
<a href="#">100-12-16811-0000000</a>	Utilities - Community Center Building	\$ 5,000.00	\$ 5,000.00	\$ 782.75	\$ 6,211.34	\$ (1,211.34)
<a href="#">100-12-16812-0000000</a>	Utilities - Memory Park	\$ 8,000.00	\$ 8,000.00	\$ 1,417.10	\$ 10,568.62	\$ (2,568.62)
<a href="#">100-12-16813-0000000</a>	Utilities - 213 Prairie	\$ -	\$ -	\$ 293.06	\$ 872.92	\$ (872.92)
<a href="#">100-12-16911-0000000</a>	Capital Outlay - Computers Equipment	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 2,306.44	\$ 1,693.56
<a href="#">100-12-16922-0000000</a>	Capital Outlay - Public Works Items	\$ 7,000.00	\$ 7,000.00	\$ -	\$ 6,497.40	\$ 502.60
<a href="#">100-12-16923-0000000</a>	Capital Outlay - General Improvements	\$ 100,000.00	\$ 100,000.00	\$ 2,236.02	\$ 124,476.88	\$ (24,476.88)
<a href="#">100-12-16924-0000000</a>	Capital Outlay - Drainage Improvements	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 2,950.00	\$ 7,050.00
<a href="#">100-12-17001-0000000</a>	Misc Expenses - Other	\$ 4,000.00	\$ 4,000.00	\$ 74.00	\$ 5,709.46	\$ (1,709.46)
<a href="#">100-12-17150-0000000</a>	Contract Labor - Streets	\$ 220,000.00	\$ 220,000.00	\$ 88,975.16	\$ 120,521.36	\$ 99,478.64
	<b>Subtotal Public Works Expenses</b>	<b>\$ 1,078,961.00</b>	<b>\$ 1,078,961.00</b>	<b>\$ 168,469.97</b>	<b>\$ 1,001,680.84</b>	<b>\$ 77,280.16</b>
<a href="#">100-13-16002-0000000</a>	Personnel - Health Insurance	\$ 25,500.00	\$ 25,500.00	\$ 2,214.84	\$ 21,381.17	\$ 4,118.83
<a href="#">100-13-16003-0000000</a>	Personnel - Unemployment Insurance	\$ 500.00	\$ 500.00	\$ -	\$ 54.72	\$ 445.28
<a href="#">100-13-16004-0000000</a>	Personnel - Workers Comp	\$ 1,800.00	\$ 1,800.00	\$ 100.11	\$ 2,175.58	\$ (375.58)
<a href="#">100-13-16005-0000000</a>	Personnel - Dental & Vision Insurance	\$ 2,000.00	\$ 2,000.00	\$ 127.37	\$ 1,673.78	\$ 326.22
<a href="#">100-13-16006-0000000</a>	Personnel - Life & AD&D Insurance	\$ 200.00	\$ 200.00	\$ -	\$ 37.44	\$ 162.56
<a href="#">100-13-16007-0000000</a>	Personnel - Crime Insurance	\$ 600.00	\$ 600.00	\$ 40.71	\$ 488.52	\$ 111.48
<a href="#">100-13-16008-0000000</a>	Personnel - Payroll Taxes	\$ 14,500.00	\$ 14,500.00	\$ 821.66	\$ 12,368.41	\$ 2,131.59
<a href="#">100-13-16009-0000000</a>	Personnel - Wages	\$ 162,300.00	\$ 162,300.00	\$ 13,739.12	\$ 180,705.15	\$ (18,405.15)
<a href="#">100-13-16010-0000000</a>	Personnel - Overtime	\$ 3,750.00	\$ 3,750.00	\$ -	\$ 1,621.44	\$ 2,128.56
<a href="#">100-13-16011-0000000</a>	Personnel - Employee Assistance Program	\$ 150.00	\$ 150.00	\$ -	\$ -	\$ 150.00
<a href="#">100-13-16012-0000000</a>	Personnel - Retirement Expense	\$ 17,850.00	\$ 17,850.00	\$ 1,082.72	\$ 15,605.76	\$ 2,244.24
<a href="#">100-13-16013-0000000</a>	Personnel - MASA	\$ 350.00	\$ 350.00	\$ 2.16	\$ 121.95	\$ 228.05

<a href="#">100-13-16014-0000000</a>	Personnel - COLA	\$ 2,696.00	\$ 2,696.00	\$ -	\$ -	\$ 2,696.00
<a href="#">100-13-16015-0000000</a>	Personnel - Dependent Insurance	\$ 14,350.00	\$ 14,350.00	\$ -	\$ -	\$ 14,350.00
<a href="#">100-13-16104-0000000</a>	Communications - Community Relations	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ 400.00
<a href="#">100-13-16202-0000000</a>	Contract Services - General Consultant Fees	\$ 8,000.00	\$ 8,000.00	\$ 791.40	\$ 5,027.37	\$ 2,972.63
<a href="#">100-13-16205-0000000</a>	Contract Services - Omni Expense	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 1,272.00	\$ 1,228.00
<a href="#">100-13-16207-0000000</a>	Contract Services - Prosecutors Fees	\$ 14,000.00	\$ 14,000.00	\$ 450.00	\$ 10,800.00	\$ 3,200.00
<a href="#">100-13-16209-0000000</a>	Contract Services - Records Shredding	\$ 200.00	\$ 200.00	\$ -	\$ 195.99	\$ 4.01
<a href="#">100-13-16211-0000000</a>	Contract Services - Judge's Fee	\$ 12,000.00	\$ 12,000.00	\$ 1,000.00	\$ 13,000.00	\$ (1,000.00)
<a href="#">100-13-16222-0000000</a>	Contract Services - Collection Agency	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 15,330.21	\$ (330.21)
<a href="#">100-13-16239-0000000</a>	Contract Services - Printing & Office supplies	\$ 1,000.00	\$ 1,000.00	\$ 83.98	\$ 2,618.37	\$ (1,618.37)
<a href="#">100-13-16241-0000000</a>	Contract Services - Computers/Website	\$ 5,500.00	\$ 5,500.00	\$ 99.43	\$ 4,973.41	\$ 526.59
<a href="#">100-13-16242-0000000</a>	Contract Services - Postage/Delivery	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 1,951.04	\$ 48.96
<a href="#">100-13-16243-0000000</a>	Contract Services - Telephone	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 1,372.17	\$ 2,627.83
<a href="#">100-13-16249-0000000</a>	Contract Services - Computer/Technology	\$ 5,000.00	\$ 5,000.00	\$ 934.33	\$ 10,208.91	\$ (5,208.91)
<a href="#">100-13-16251-0000000</a>	Contract Services - State Portion of Fines/Payouts	\$ 160,000.00	\$ 160,000.00	\$ 26,668.03	\$ 114,872.68	\$ 45,127.32
<a href="#">100-13-16402-0000000</a>	Supplies & Equipment - Uniforms & Safety Equip	\$ 100.00	\$ 100.00	\$ -	\$ -	\$ 100.00
<a href="#">100-13-16404-0000000</a>	Supplies & Equipment - Copier/Fax Machine	\$ 8,800.00	\$ 8,800.00	\$ 758.81	\$ 8,427.82	\$ 372.18
<a href="#">100-13-16405-0000000</a>	Supplies & Equipment - Operating Supplies	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 208.76	\$ 2,291.24
<a href="#">100-13-16417-0000000</a>	Supplies & Equipment - Capital Pur. Furniture	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 500.00
<a href="#">100-13-16502-0000000</a>	Staff Development - Dues & Subscriptions	\$ 750.00	\$ 750.00	\$ -	\$ 45.00	\$ 705.00
<a href="#">100-13-16503-0000000</a>	Staff Development - Travel & Training Staff	\$ 6,500.00	\$ 6,500.00	\$ -	\$ 385.00	\$ 6,115.00
<a href="#">100-13-16701-0000000</a>	Insurance - Liability	\$ 50.00	\$ 50.00	\$ -	\$ -	\$ 50.00
<a href="#">100-13-16702-0000000</a>	Insurance - Property	\$ 1,170.00	\$ 1,170.00	\$ -	\$ -	\$ 1,170.00
<a href="#">100-13-17001-0000000</a>	Misc Expenses - Other	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 43.90	\$ 956.10
	<b>Subtotal Court Expenses</b>	<b>\$ 497,516.00</b>	<b>\$ 497,516.00</b>	<b>\$ 48,914.67</b>	<b>\$ 426,966.55</b>	<b>\$ 70,549.45</b>
<a href="#">100-17-16400-0000000</a>	Supplies & Equipment	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 500.00
<a href="#">100-17-16500-0000000</a>	Staff Development	\$ 100.00	\$ 100.00	\$ -	\$ -	\$ 100.00
	<b>Subtotal Non Fund Expenses</b>	<b>\$ 600.00</b>	<b>\$ 600.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 600.00</b>

**Expense Total:** **\$ 5,405,374.00** **\$ 5,405,374.00** **\$ 664,596.40** **\$ 5,565,765.74** **\$ (160,391.74)**

**Fund: 100 - General Fund Surplus (Deficit):** **\$ 706.00** **\$ 706.00** **\$ (95,210.72)** **\$ 63,401.67**

#### Fund: 200 - Capital Projects

<b>Revenue</b>						
<a href="#">200-00-24003-0000000</a>	Transfer from MEDC - Other	\$ 160,000.00	\$ 160,000.00	\$ -	\$ 200,000.00	\$ (40,000.00)
<a href="#">200-00-24005-0000000</a>	Transfer From Utility Fund - Capital	\$ 628,469.00	\$ 628,469.00	\$ -	\$ 50,000.00	\$ 578,469.00
<a href="#">200-00-24011-0000000</a>	Transfer From General Fund - Police Veh	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
<a href="#">200-00-24013-0000000</a>	Transfer From General Fund - Infrastructure	\$ 349,809.00	\$ 349,809.00	\$ 168,827.44	\$ 168,827.44	\$ 180,981.56
<a href="#">200-00-24104-0000000</a>	Other - Proceeds GLO	\$ 2,280,000.00	\$ 2,280,000.00	\$ -	\$ 255,646.50	\$ 2,024,353.50
<a href="#">200-00-24110-0000000</a>	Proceeds - Series 2022 Bonds	\$ -	\$ -	\$ -	\$ 1,705,190.97	\$ (1,705,190.97)
<a href="#">200-00-24203-0000000</a>	Revenue - Impact Fees	\$ 100,000.00	\$ 100,000.00	\$ -	\$ 83,697.00	\$ 16,303.00
<a href="#">200-00-24302-7217320</a>	Grant Funds - CDBG Baja 7320	\$ 56,985.00	\$ 56,985.00	\$ -	\$ 79,257.26	\$ (22,272.26)
<a href="#">200-00-24500-0000000</a>	Interest Earned on Investments	\$ -	\$ -	\$ 1,912.74	\$ 6,316.93	\$ (6,316.93)
<a href="#">200-00-24501-0062715</a>	Interest Earned on Investments - 2017A	\$ 30.00	\$ 30.00	\$ 122.73	\$ 273.56	\$ (243.56)
<a href="#">200-00-24502-0073740</a>	Interest Earned on Investments - 2017B	\$ 70.00	\$ 70.00	\$ 249.23	\$ 897.12	\$ (827.12)
<a href="#">200-00-24700-0000000</a>	Use of Surplus Funds	\$ 942,612.00	\$ 942,612.00	\$ -	\$ -	\$ 942,612.00
	<b>Revenue Total:</b>	<b>\$ 4,532,975.00</b>	<b>\$ 4,532,975.00</b>	<b>\$ 171,112.14</b>	<b>\$ 2,550,106.78</b>	<b>\$ 1,982,868.22</b>

<b>Expense</b>						
<a href="#">200-20-26002-7217320</a>	Grant Admin - Baja Project - CDBG 7320	\$ 3,325.00	\$ 3,325.00	\$ -	\$ 3,325.00	\$ -
<a href="#">200-20-26003-017B366</a>	Grant Admin Expenses - GLO All Projects	\$ 108,360.00	\$ 108,360.00	\$ -	\$ 47,548.00	\$ 60,812.00
<a href="#">200-20-26102-0062715</a>	Engineering - Water Plant #3 Imp - TWDB	\$ 34,000.00	\$ 34,000.00	\$ -	\$ 68,343.06	\$ (34,343.06)
<a href="#">200-20-26104-0000000</a>	Engineering - Waterline Replace Houston St	\$ -	\$ -	\$ -	\$ 12,899.90	\$ (12,899.90)
<a href="#">200-20-26107-0062715</a>	Engineering - Downtown SH 105 Imp - TWDB	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
<a href="#">200-20-26117-017B366</a>	Engineering - All GLO	\$ 175,000.00	\$ 175,000.00	\$ -	\$ 84,650.00	\$ 90,350.00
<a href="#">200-20-26120-0000000</a>	Engineering - WP Bleach Conversion 2&3	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
<a href="#">200-20-26123-0000000</a>	Engineering - McCown St & Caroline St Wtr Rep	\$ -	\$ -	\$ -	\$ 1,673.75	\$ (1,673.75)
<a href="#">200-20-26124-0000000</a>	Engineering - Downtown Sanitary Sewer Rehab	\$ -	\$ -	\$ -	\$ 1,860.00	\$ (1,860.00)
<a href="#">200-20-26401-017B366</a>	Water System - WP #3 Generator - GLO	\$ 501,000.00	\$ 501,000.00	\$ -	\$ -	\$ 501,000.00
<a href="#">200-20-26402-0062715</a>	Water System - Downtown SH 105 Water Line TWDB	\$ 91,300.00	\$ 91,300.00	\$ -	\$ 150,937.65	\$ (59,637.65)
<a href="#">200-20-26404-0062715</a>	Water System - Water Plant #3 Imp TWDB	\$ 996,550.00	\$ 996,550.00	\$ -	\$ 1,018,176.21	\$ (21,626.21)
<a href="#">200-20-26408-7217320</a>	Water System - Baja MLK Water & Drain 7320	\$ 38,000.00	\$ 38,000.00	\$ -	\$ 37,799.41	\$ 200.59
<a href="#">200-20-26409-0000000</a>	Water System - Bleach Conversion 2&3	\$ 311,000.00	\$ 311,000.00	\$ -	\$ -	\$ 311,000.00
<a href="#">200-20-26509-0000000</a>	Roadway System - Streets / Sidewalks	\$ 508,000.00	\$ 508,000.00	\$ -	\$ 38,425.93	\$ 469,574.07
<a href="#">200-20-26704-0000000</a>	Capital Outlay - Utility Projects Prev Maint	\$ 255,800.00	\$ 255,800.00	\$ -	\$ 28,964.58	\$ 226,835.42
<a href="#">200-20-26707-017B366</a>	Capital Outlay - Baja / MLK GLO	\$ 722,600.00	\$ 722,600.00	\$ -	\$ 62,165.00	\$ 660,435.00
<a href="#">200-20-26712-017B366</a>	Capital Outlay - Anders Branch GLO	\$ 668,040.00	\$ 668,040.00	\$ -	\$ -	\$ 668,040.00
<a href="#">200-20-26713-017B366</a>	Capital Outlay - GLO Environmental	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
<a href="#">200-20-26714-017B366</a>	Capital Outlay - GLO Acquisition - Land	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00
<a href="#">200-20-26810-0000000</a>	Transfer Out - PD / Admin Building	\$ -	\$ -	\$ -	\$ 992,404.49	\$ (992,404.49)
	<b>Expense Total:</b>	<b>\$ 4,532,975.00</b>	<b>\$ 4,532,975.00</b>	<b>\$ -</b>	<b>\$ 2,549,172.98</b>	<b>\$ 1,983,802.02</b>

**Fund: 200 - Capital Projects Surplus (Deficit):** **\$ -** **\$ -** **\$ 171,112.14** **\$ 933.80**

#### Fund: 300 - Water & Sewer

<b>Revenue</b>						
<a href="#">300-00-34110-0000000</a>	Water Revenue	\$ 812,000.00	\$ 812,000.00	\$ 83,807.65	\$ 887,515.79	\$ (75,515.79)
<a href="#">300-00-34130-0000000</a>	Lone Star Ground Water Revenue	\$ 8,200.00	\$ 8,200.00	\$ 1,005.41	\$ 10,240.37	\$ (2,040.37)
<a href="#">300-00-34140-0000000</a>	Application Fee	\$ -	\$ -	\$ -	\$ 2,280.00	\$ (2,280.00)
<a href="#">300-00-34150-0000000</a>	Disconnect Reconnect	\$ 11,000.00	\$ 11,000.00	\$ 825.00	\$ 4,237.48	\$ 6,762.52
<a href="#">300-00-34160-0000000</a>	Sewer Revenue	\$ 787,700.00	\$ 787,700.00	\$ 65,532.05	\$ 806,442.16	\$ (18,742.16)
<a href="#">300-00-34170-0000000</a>	Tap Fees/Inspections	\$ 300,000.00	\$ 300,000.00	\$ -	\$ 423,547.68	\$ (123,547.68)
<a href="#">300-00-34180-0000000</a>	Grease Trap Inspections	\$ 19,300.00	\$ 19,300.00	\$ 2,050.00	\$ 23,050.00	\$ (3,750.00)
<a href="#">300-00-34190-0000000</a>	Late Charges	\$ 17,500.00	\$ 17,500.00	\$ 7,916.70	\$ 29,666.22	\$ (12,166.22)

<a href="#">300-00-34200-0000000</a>	Returned Check Fee	\$ 1,150.00	\$ 1,150.00	\$ -	\$ 1,403.81	\$ (253.81)
<a href="#">300-00-34210-0000000</a>	Backflow Testing	\$ 16,000.00	\$ 16,000.00	\$ -	\$ -	\$ 16,000.00
<a href="#">300-00-34220-0000000</a>	Solid Waste Revenue	\$ 190,000.00	\$ 190,000.00	\$ 17,382.36	\$ 201,728.96	\$ (11,728.96)
<a href="#">300-00-34310-0000000</a>	Sales Tax Revenue for Solid Waste	\$ 15,000.00	\$ 15,000.00	\$ 1,426.25	\$ 16,552.86	\$ (1,552.86)
<a href="#">300-00-34320-0000000</a>	Groundwater Reduction Revenue	\$ 195,000.00	\$ 195,000.00	\$ 23,698.95	\$ 241,447.80	\$ (46,447.80)
<a href="#">300-00-34410-0000000</a>	Impact Fees - Other	\$ -	\$ 100,000.00	\$ -	\$ 83,697.00	\$ 16,303.00
<a href="#">300-00-34420-0000000</a>	Impact Fees - Capital Cost	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -
<a href="#">300-00-34430-0000000</a>	Interest Income	\$ 450.00	\$ 450.00	\$ 112.59	\$ 1,177.18	\$ (727.18)
<a href="#">300-00-34440-0000000</a>	Interest earned on Investments	\$ 500.00	\$ 500.00	\$ 3,498.80	\$ 8,316.69	\$ (7,816.69)
<a href="#">300-00-34450-0000000</a>	Meter Box Replacement	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,425.00	\$ 75.00
<a href="#">300-00-34460-0000000</a>	EndPoint Charge	\$ 500.00	\$ 500.00	\$ -	\$ 370.00	\$ 130.00
<a href="#">300-00-34470-0000000</a>	Miscellaneous Revenue & ETS Revenue	\$ 10,500.00	\$ 10,500.00	\$ (255.32)	\$ 9,531.42	\$ 968.58
<a href="#">300-00-34530-0000000</a>	Utility Contracts	\$ -	\$ -	\$ (811.42)	\$ 550.99	\$ (550.99)
<b>Revenue Total:</b>		<b>\$ 2,486,300.00</b>	<b>\$ 2,486,300.00</b>	<b>\$ 206,189.02</b>	<b>\$ 2,753,181.41</b>	<b>\$ (266,881.41)</b>

**Expense**

<a href="#">300-30-36102-0000000</a>	Personnel - Health Insurance	\$ 43,000.00	\$ 43,000.00	\$ 4,191.47	\$ 45,354.00	\$ (2,354.00)
<a href="#">300-30-36103-0000000</a>	Personnel - Unemployment Insurance	\$ 500.00	\$ 500.00	\$ 1.47	\$ 45.15	\$ 454.85
<a href="#">300-30-36104-0000000</a>	Personnel - Workers Comp	\$ 5,200.00	\$ 5,200.00	\$ 322.32	\$ 5,039.79	\$ 160.21
<a href="#">300-30-36105-0000000</a>	Personnel - Dental & Vision Insurance	\$ 3,200.00	\$ 3,200.00	\$ 293.20	\$ 3,646.31	\$ (446.31)
<a href="#">300-30-36106-0000000</a>	Personnel - Life & AD&D Insurance	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 275.63	\$ 724.37
<a href="#">300-30-36107-0000000</a>	Personnel - Crime Insurance	\$ 500.00	\$ 500.00	\$ 40.71	\$ 488.52	\$ 11.48
<a href="#">300-30-36108-0000000</a>	Personnel - Retirement Expense	\$ 24,000.00	\$ 24,000.00	\$ 2,201.94	\$ 31,525.58	\$ (7,525.58)
<a href="#">300-30-36110-0000000</a>	Personnel - Payroll Taxes	\$ 21,000.00	\$ 21,000.00	\$ 1,682.60	\$ 24,114.38	\$ (3,114.38)
<a href="#">300-30-36111-0000000</a>	Personnel - Wages	\$ 314,000.00	\$ 314,000.00	\$ 26,357.42	\$ 376,795.28	\$ (62,795.28)
<a href="#">300-30-36112-0000000</a>	Personnel - Overtime	\$ 5,000.00	\$ 5,000.00	\$ 467.84	\$ 4,189.11	\$ 810.89
<a href="#">300-30-36113-0000000</a>	Personnel - COLA	\$ 5,600.00	\$ 5,600.00	\$ -	\$ -	\$ 5,600.00
<a href="#">300-30-36114-0000000</a>	Personnel - Dependent Insurance	\$ 16,200.00	\$ 16,200.00	\$ -	\$ -	\$ 16,200.00
<a href="#">300-30-36202-0000000</a>	Contract Services - General Consultant Fees	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 25.00	\$ 9,975.00
<a href="#">300-30-36203-0000000</a>	Contract Services - Legal Fees	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
<a href="#">300-30-36204-0000000</a>	Contract Services - Engineering	\$ 75,000.00	\$ 75,000.00	\$ -	\$ 161,859.16	\$ (86,859.16)
<a href="#">300-30-36208-0000000</a>	Contract Services - Operator	\$ 115,000.00	\$ 115,000.00	\$ -	\$ 94,450.00	\$ 20,550.00
<a href="#">300-30-36209-0000000</a>	Contract Services - Billing & Collections	\$ 33,000.00	\$ 33,000.00	\$ 3,830.37	\$ 32,858.22	\$ 141.78
<a href="#">300-30-36210-0000000</a>	Contract Services - Backflow Testing	\$ 16,000.00	\$ 16,000.00	\$ -	\$ -	\$ 16,000.00
<a href="#">300-30-36211-0000000</a>	Contract Services - Testing	\$ 15,000.00	\$ 15,000.00	\$ 175.00	\$ 10,482.93	\$ 4,517.07
<a href="#">300-30-36212-0000000</a>	Contract Services - Sales Tax for Solid Waste	\$ 15,000.00	\$ 15,000.00	\$ 1,551.37	\$ 18,179.94	\$ (3,179.94)
<a href="#">300-30-36214-0000000</a>	Contract Services - Sludge Hauling	\$ 34,000.00	\$ 34,000.00	\$ 3,992.63	\$ 42,017.63	\$ (8,017.63)
<a href="#">300-30-36215-0000000</a>	Contract Services - Printing	\$ 600.00	\$ 600.00	\$ -	\$ 689.58	\$ (89.58)
<a href="#">300-30-36216-0000000</a>	Contract Services - Postage	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 394.35	\$ 605.65
<a href="#">300-30-36217-0000000</a>	Contract Services - Telephone	\$ 9,500.00	\$ 9,500.00	\$ 1,368.58	\$ 9,146.39	\$ 353.61
<a href="#">300-30-36218-0000000</a>	Contract Services - Tap Fees & Inspections	\$ 75,000.00	\$ 75,000.00	\$ 16.34	\$ 33,083.62	\$ 41,916.38
<a href="#">300-30-36221-0000000</a>	Contract Services - Garbage Pickup	\$ 185,000.00	\$ 185,000.00	\$ 18,675.11	\$ 210,678.09	\$ (25,678.09)
<a href="#">300-30-36302-0000000</a>	Communications - Advertising/Promotion	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
<a href="#">300-30-36303-0000000</a>	Permits & Licenses	\$ 46,000.00	\$ 46,000.00	\$ -	\$ 19,114.36	\$ 26,885.64
<a href="#">300-30-36307-0000000</a>	Dues & Subscriptions	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 329.50	\$ 1,670.50
<a href="#">300-30-36400-0000000</a>	Supplies & Equipment	\$ 600.00	\$ 600.00	\$ -	\$ 174.09	\$ 425.91
<a href="#">300-30-36401-0000000</a>	Supplies & Equipment - Chemicals	\$ 34,000.00	\$ 34,000.00	\$ 822.26	\$ 31,065.17	\$ 2,934.83
<a href="#">300-30-36402-0000000</a>	Supplies & Equipment - Copier / Fax Machine	\$ 2,000.00	\$ 2,000.00	\$ 228.67	\$ 1,642.99	\$ 357.01
<a href="#">300-30-36403-0000000</a>	Supplies & Equipment - Operating Supplies	\$ 80,000.00	\$ 80,000.00	\$ 2,816.63	\$ 77,374.46	\$ 2,625.54
<a href="#">300-30-36404-0000000</a>	Supplies & Equipment - Uniforms	\$ 4,500.00	\$ 4,500.00	\$ 576.21	\$ 3,468.62	\$ 1,031.38
<a href="#">300-30-36406-0000000</a>	Supplies & Equipment - Computer Technology	\$ 28,000.00	\$ 28,000.00	\$ 1,023.77	\$ 10,010.85	\$ 17,989.15
<a href="#">300-30-36407-0000000</a>	Groundwater Reduction Expenses	\$ 100.00	\$ 100.00	\$ -	\$ -	\$ 100.00
<a href="#">300-30-36502-0000000</a>	Staff Development - Travel & Training	\$ 5,500.00	\$ 5,500.00	\$ 253.00	\$ 2,698.74	\$ 2,801.26
<a href="#">300-30-36503-0000000</a>	Staff Development - Employee Relations	\$ 1,000.00	\$ 1,000.00	\$ 23.99	\$ 438.83	\$ 561.17
<a href="#">300-30-36601-0000000</a>	Maintenance - Repairs & Maintenance	\$ 175,000.00	\$ 175,000.00	\$ 730.50	\$ 313,426.86	\$ (138,426.86)
<a href="#">300-30-36602-0000000</a>	Maintenance - Vehicle Repair and Maint.	\$ 3,000.00	\$ 3,000.00	\$ 474.60	\$ 2,065.00	\$ 935.00
<a href="#">300-30-36604-0000000</a>	Maintenance - Water & Sewer Items	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 11,134.86	\$ (1,134.86)
<a href="#">300-30-36605-0000000</a>	Maintenance - Gas & Oil	\$ 7,750.00	\$ 7,750.00	\$ 1,532.39	\$ 10,520.67	\$ (2,770.67)
<a href="#">300-30-36701-0000000</a>	Insurance Expense - Liability Insurance	\$ 3,800.00	\$ 3,800.00	\$ 228.64	\$ 3,053.83	\$ 746.17
<a href="#">300-30-36702-0000000</a>	Insurance Expense - Property Insurance	\$ 30,000.00	\$ 30,000.00	\$ 2,445.13	\$ 31,367.68	\$ (1,367.68)
<a href="#">300-30-36801-0000000</a>	Utilities Expense - Gas For Generators	\$ 1,200.00	\$ 1,200.00	\$ 87.98	\$ 1,257.50	\$ (57.50)
<a href="#">300-30-36802-0000000</a>	Utilities Expense - Water Plants	\$ 82,000.00	\$ 82,000.00	\$ 18,378.67	\$ 97,879.80	\$ (15,879.80)
<a href="#">300-30-36803-0000000</a>	Utilities Expense - WWTP	\$ 60,000.00	\$ 60,000.00	\$ 10,500.37	\$ 40,738.20	\$ 19,261.80
<a href="#">300-30-36804-0000000</a>	Utilities Expense - Lift Stations	\$ 20,000.00	\$ 20,000.00	\$ 2,993.90	\$ 18,937.91	\$ 1,062.09
<a href="#">300-30-36900-0000000</a>	Capital Outlay	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 9,565.00	\$ 435.00
<a href="#">300-30-37000-0000000</a>	Utility Projects - Prev Maint	\$ 76,581.00	\$ 76,581.00	\$ -	\$ 43,396.44	\$ 33,184.56
<a href="#">300-30-37003-0000000</a>	Utility Projects - Impact Fees Transfer to CPF	\$ 100,000.00	\$ 100,000.00	\$ -	\$ 83,697.00	\$ 16,303.00
<a href="#">300-30-37101-0000000</a>	Miscellaneous Expenses - Misc	\$ -	\$ -	\$ 1.08	\$ 135.91	\$ (135.91)
<a href="#">300-30-37102-0000000</a>	Miscellaneous Expenses - Bank Charges	\$ 35,000.00	\$ 35,000.00	\$ 2,942.19	\$ 20,095.33	\$ 14,904.67
<a href="#">300-30-37202-0000000</a>	Other Expense - Transfer to Debt Service	\$ -	\$ -	\$ -	\$ 67,815.25	\$ (67,815.25)
<a href="#">300-30-37205-0000000</a>	Other Expense - Transfer to Captial Projects	\$ 628,469.00	\$ 628,469.00	\$ -	\$ 50,000.00	\$ 578,469.00
<b>Expense Total:</b>		<b>\$ 2,486,300.00</b>	<b>\$ 2,486,300.00</b>	<b>\$ 111,228.35</b>	<b>\$ 2,056,743.51</b>	<b>\$ 429,556.49</b>

**Fund: 300 - Water & Sewer Surplus (Deficit):** \$ - \$ - \$ 94,960.67 \$ 696,437.90

**Fund: 400 - MEDC****Revenue**

<a href="#">400-00-44110-0000000</a>	Sales Tax Revenue	\$ 1,000,000.00	\$ 1,000,000.00	\$ 87,888.78	\$ 1,162,027.41	\$ (162,027.41)
<a href="#">400-00-44230-0000000</a>	Interest Income	\$ 4,000.00	\$ 4,000.00	\$ 3,249.31	\$ 9,258.60	\$ (5,258.60)
<a href="#">400-00-44240-0000000</a>	Miscellaneous Income	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ 250.00
<a href="#">400-00-44300-0000000</a>	Events Revenue	\$ -	\$ -	\$ 2,708.00	\$ 16,795.50	\$ (16,795.50)
<b>Revenue Total:</b>		<b>\$ 1,004,250.00</b>	<b>\$ 1,004,250.00</b>	<b>\$ 93,846.09</b>	<b>\$ 1,188,081.51</b>	<b>\$ (183,831.51)</b>

**Expense**

<a href="#">400-40-46103-0000000</a>	Public Infrastructure - Downtown Dev. Imp.	\$ 172,250.00	\$ 172,250.00	\$ 150,000.00	\$ 153,566.05	\$ 18,683.95
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<a href="#">400-40-46104-0000000</a>	Public Infrastructure - Utility Extensions	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
<a href="#">400-40-46107-0000000</a>	Public Infrastructure - Transfer to Capital Proj	\$ 160,000.00	\$ 160,000.00	\$ -	\$ 160,000.00	\$ -
<a href="#">400-40-46111-0000000</a>	Public Infrastructure - Streets & Sidewalks	\$ 40,000.00	\$ 40,000.00	\$ -	\$ 40,000.00	\$ -
<a href="#">400-40-46112-0000000</a>	Public Infrastructure - Land Investments	\$ -	\$ -	\$ -	\$ 598,848.24	\$ (598,848.24)
<a href="#">400-40-46205-0000000</a>	Business & Development - Sales Tax Reimb	\$ 250,000.00	\$ 250,000.00	\$ 20,833.34	\$ 250,000.00	\$ -
<a href="#">400-40-46206-0000000</a>	Business & Development - Econ Dev Grant Prog	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 9,000.00	\$ 11,000.00
<a href="#">400-40-46302-0000000</a>	Quality of Life - Removal of Blight	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
<a href="#">400-40-46303-0000000</a>	Quality of Life - Events	\$ 40,000.00	\$ 32,000.00	\$ -	\$ 2,559.36	\$ 29,440.64
<a href="#">400-40-46304-0000000</a>	Quality of Life - Neighborhood Water Party	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,597.52	\$ (97.52)
<a href="#">400-40-46308-0000000</a>	Quality of Life - Light up Montgomery	\$ 4,000.00	\$ 2,848.99	\$ -	\$ 2,848.99	\$ -
<a href="#">400-40-46310-0000000</a>	Quality of Life - Mudbugs and Music	\$ -	\$ 8,000.00	\$ -	\$ 8,300.00	\$ (300.00)
<a href="#">400-40-46311-0000000</a>	Quality of Life - Christmas Parade	\$ 10,000.00	\$ 6,826.47	\$ -	\$ 6,826.47	\$ -
<a href="#">400-40-46312-0000000</a>	Quality of Life - Contests / Prizes	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 31.05	\$ 3,968.95
<a href="#">400-40-46313-0000000</a>	Quality of Life - Events - Equipment	\$ 10,000.00	\$ 19,956.85	\$ 1,125.11	\$ 6,469.97	\$ 13,486.88
<a href="#">400-40-46314-0000000</a>	Quality of Life - Montgomery Quilt Walk	\$ 10,000.00	\$ 10,000.00	\$ 1,637.51	\$ 2,519.19	\$ 7,480.81
<a href="#">400-40-46315-0000000</a>	Quality of Life - Montgomery Antiques Festival	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 11,615.97	\$ (1,615.97)
<a href="#">400-40-46316-0000000</a>	Quality of Life - Movie Night	\$ 2,500.00	\$ 2,500.00	\$ 16.02	\$ 2,629.09	\$ (129.09)
<a href="#">400-40-46318-0000000</a>	Quality of Life - Pet Parade	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 1,344.47	\$ 3,655.53
<a href="#">400-40-46319-0000000</a>	Quality of Life - Montgomery Fall Festival	\$ -	\$ -	\$ -	\$ 8,000.00	\$ (8,000.00)
<a href="#">400-40-46320-0000000</a>	Quality of Life - Snow in Historic Mont TX	\$ 20,000.00	\$ 14,367.69	\$ -	\$ 14,367.69	\$ -
<a href="#">400-40-46321-0000000</a>	Quality of Life - Lonestar Flag Fest	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 2,922.87	\$ 7,077.13
<a href="#">400-40-46322-0000000</a>	Quality of Life - Downtown Enhancement Proj	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00
<a href="#">400-40-46338-0000000</a>	Quality of Life - Fall Heritage Festival	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
<a href="#">400-40-46339-0000000</a>	Quality of Life - Trick or Treat Historic Mont.	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 1,441.08	\$ 3,558.92
<a href="#">400-40-46505-0000000</a>	Marketing and Tourism - Brochures / Printed Lit	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 2,783.28	\$ 1,216.72
<a href="#">400-40-46511-0000000</a>	Marketing and Tourism - Website	\$ 6,500.00	\$ 6,500.00	\$ -	\$ 935.34	\$ 5,564.66
<a href="#">400-40-46514-0000000</a>	Marketing and Tourism - Social Media Advertising	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 777.00	\$ 2,223.00
<a href="#">400-40-46515-0000000</a>	Marketing and Tourism - Historical Signage	\$ 5,000.00	\$ 5,000.00	\$ 1,450.00	\$ 1,550.00	\$ 3,450.00
<a href="#">400-40-46601-0000000</a>	Administration - Transfers to General Fund	\$ 55,000.00	\$ 55,000.00	\$ 4,583.35	\$ 55,000.00	\$ -
<a href="#">400-40-46603-0000000</a>	Administration - Miscellaneous Expenses	\$ 500.00	\$ 500.00	\$ (25.00)	\$ 186.73	\$ 313.27
<a href="#">400-40-46604-0000000</a>	Administration - Consulting/Professional Serv	\$ 40,000.00	\$ 40,000.00	\$ -	\$ 46,721.02	\$ (6,721.02)
<a href="#">400-40-46607-0000000</a>	Administration - Travel & Trainings Expenses	\$ 10,000.00	\$ 10,000.00	\$ 200.00	\$ 2,494.54	\$ 7,505.46
<a href="#">400-40-46611-0000000</a>	Administration - Legal Notices	\$ -	\$ -	\$ -	\$ 304.20	\$ (304.20)
<b>Expense Total:</b>		<b>\$ 1,004,250.00</b>	<b>\$ 1,004,250.00</b>	<b>\$ 179,820.33</b>	<b>\$ 1,396,640.12</b>	<b>\$ (392,390.12)</b>
<b>Fund: 400 - MEDC Surplus (Deficit):</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ (85,974.24)</b>	<b>\$ (208,558.61)</b>	
<b>Fund: 500 - Debt Service</b>						
<b>Revenue</b>						
<a href="#">500-00-54110-0000000</a>	Taxes & Franchise Fees - Ad Valorem Taxes	\$ 485,090.00	\$ 485,090.00	\$ 376.25	\$ 493,382.36	\$ (8,292.36)
<a href="#">500-00-54120-0000000</a>	Taxes & Franchise Fees - Penalty & Interest	\$ 5,000.00	\$ 5,000.00	\$ 148.94	\$ 1,706.99	\$ 3,293.01
<a href="#">500-00-54220-0000000</a>	Transfers - Water & Sewer Funds	\$ -	\$ -	\$ -	\$ 67,815.25	\$ (67,815.25)
<a href="#">500-00-54420-0000000</a>	Other Revenues - Interest on Investments	\$ -	\$ -	\$ 53.16	\$ 243.80	\$ (243.80)
<a href="#">500-00-54500-0000000</a>	Use of Surplus Funds	\$ 135,660.00	\$ 135,660.00	\$ -	\$ -	\$ 135,660.00
<b>Revenue Total:</b>		<b>\$ 625,750.00</b>	<b>\$ 625,750.00</b>	<b>\$ 578.35</b>	<b>\$ 563,148.40</b>	<b>\$ 62,601.60</b>
<b>Expense</b>						
<a href="#">500-50-56220-0000000</a>	Debt Service Payments - Int. Payments on Note	\$ 193,250.00	\$ 193,250.00	\$ -	\$ 218,687.14	\$ (25,437.14)
<a href="#">500-50-56230-0000000</a>	Debt Service Payments - Paying Agent Fees	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 489.91	\$ 2,010.09
<a href="#">500-50-56250-0000000</a>	Debt Service Payments - Principal Payments	\$ 430,000.00	\$ 430,000.00	\$ -	\$ 430,000.00	\$ -
<b>Expense Total:</b>		<b>\$ 625,750.00</b>	<b>\$ 625,750.00</b>	<b>\$ -</b>	<b>\$ 649,177.05</b>	<b>\$ (23,427.05)</b>
<b>Fund: 500 - Debt Service Surplus (Deficit):</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 578.35</b>	<b>\$ (86,028.65)</b>	
<b>Fund: 700 - Court Security</b>						
<b>Revenue</b>						
<a href="#">700-00-74110-0000000</a>	Court Fines & Forfeitures - Court Security Fees	\$ 3,500.00	\$ 3,500.00	\$ 21.00	\$ 783.63	\$ 2,716.37
<a href="#">700-00-74210-0000000</a>	Other Revenues - Interest Income	\$ -	\$ -	\$ 0.31	\$ 1.32	\$ (1.32)
<b>Revenue Total:</b>		<b>\$ 3,500.00</b>	<b>\$ 3,500.00</b>	<b>\$ 21.31</b>	<b>\$ 784.95</b>	<b>\$ 2,715.05</b>
<b>Expense</b>						
<a href="#">700-70-76340-0000000</a>	Baliff Transfer to General Fund	\$ 2,500.00	\$ 2,500.00	\$ 75.00	\$ 2,500.00	\$ -
<b>Expense Total:</b>		<b>\$ 2,500.00</b>	<b>\$ 2,500.00</b>	<b>\$ 75.00</b>	<b>\$ 2,500.00</b>	<b>\$ -</b>
<b>Fund: 700 - Court Security Surplus (Deficit):</b>		<b>\$ 1,000.00</b>	<b>\$ 1,000.00</b>	<b>\$ (53.69)</b>	<b>\$ (1,715.05)</b>	
<b>Fund: 750 - Court Technology</b>						
<b>Revenue</b>						
<a href="#">750-00-74120-0000000</a>	Court Technology Fees	\$ 5,000.00	\$ 5,000.00	\$ 28.00	\$ 609.85	\$ 4,390.15
<a href="#">750-00-74210-0000000</a>	Interest Income	\$ -	\$ -	\$ 4.98	\$ 22.71	\$ (22.71)
<a href="#">750-00-74500-0000000</a>	Use of Surplus Funds	\$ 7,710.00	\$ 7,710.00	\$ -	\$ -	\$ 7,710.00
<b>Revenue Total:</b>		<b>\$ 12,710.00</b>	<b>\$ 12,710.00</b>	<b>\$ 32.98</b>	<b>\$ 632.56</b>	<b>\$ 12,077.44</b>
<b>Expense</b>						
<a href="#">750-75-76240-0000000</a>	Contract Services - Computer Website Services	\$ 12,710.00	\$ 12,710.00	\$ -	\$ 3,400.00	\$ 9,310.00
<b>Expense Total:</b>		<b>\$ 12,710.00</b>	<b>\$ 12,710.00</b>	<b>\$ -</b>	<b>\$ 3,400.00</b>	<b>\$ 9,310.00</b>
<b>Fund: 750 - Court Technology Surplus (Deficit):</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 32.98</b>	<b>\$ (2,767.44)</b>	
<b>Fund: 800 - Hotel Occupancy</b>						
<b>Revenue</b>						
<a href="#">800-00-84100-0000000</a>	Taxes and Franchise Fees	\$ -	\$ -	\$ -	\$ 395.53	\$ (395.53)
<a href="#">800-00-84110-0000000</a>	Taxes and Franchise Fees - Hotel Occupancy Taxes	\$ 12,500.00	\$ 12,500.00	\$ -	\$ 2,619.00	\$ 9,881.00
<a href="#">800-00-84210-0000000</a>	Other Revenues - Interest on Checking	\$ 3.00	\$ 3.00	\$ 2.69	\$ 11.29	\$ (8.29)
<b>Revenue Total:</b>		<b>\$ 12,503.00</b>	<b>\$ 12,503.00</b>	<b>\$ 2.69</b>	<b>\$ 3,025.82</b>	<b>\$ 9,477.18</b>
<b>Expense</b>						
<a href="#">800-80-86200-0000000</a>	Tourism Expenses	\$ 7,800.00	\$ 7,800.00	\$ -	\$ -	\$ 7,800.00
<a href="#">800-80-86300-0000000</a>	Miscellaneous Expenses	\$ 4,700.00	\$ 4,700.00	\$ -	\$ -	\$ 4,700.00
<b>Expense Total:</b>		<b>\$ 12,500.00</b>	<b>\$ 12,500.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12,500.00</b>
<b>Fund: 800 - Hotel Occupancy Surplus (Deficit):</b>		<b>\$ 3.00</b>	<b>\$ 3.00</b>	<b>\$ 2.69</b>	<b>\$ 3,025.82</b>	

<b>Fund: 850 - Police Asset Revenue</b>						
<u>850-00-84110-0000000</u>	Police Asset Forfeitures - Revenue	\$	-	\$	-	\$ 1,168.84 \$ (1,168.84)
<u>850-00-84130-0000000</u>	Police Asset Forfeitures - Interest	\$	-	\$	1.16	\$ 1.16 \$ (1.16)
<b>Revenue Total:</b>		\$	-	\$	1.16	\$ 1,170.00 \$ (1,170.00)
<b>Fund: 850 - Police Asset Total:</b>		\$	-	\$	1.16	\$ 1,170.00
<b>Total Surplus (Deficit):</b>		\$	1,709.00	\$	1,709.00	\$ 85,449.34 \$ 465,899.44

Group Summary

Account Type	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 100 - General Fund</b>					
Revenue	\$ 5,406,080.00	\$ 5,406,080.00	\$ 569,385.68	\$ 5,629,167.41	\$ (223,087.41)
Expense	\$ 5,405,374.00	\$ 5,405,374.00	\$ 664,596.40	\$ 5,565,765.74	\$ (160,391.74)
<b>Fund: 100 - General Fund Surplus (Deficit):</b>	<b>\$ 706.00</b>	<b>\$ 706.00</b>	<b>\$ (95,210.72)</b>	<b>\$ 63,401.67</b>	<b>\$ (62,695.67)</b>
<b>Fund: 200 - Capital Projects</b>					
Revenue	\$ 4,532,975.00	\$ 4,532,975.00	\$ 171,112.14	\$ 2,550,106.78	\$ 1,982,868.22
Expense	\$ 4,532,975.00	\$ 4,532,975.00	\$ -	\$ 2,549,172.98	\$ 1,983,802.02
<b>Fund: 200 - Capital Projects Surplus (Deficit):</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 171,112.14</b>	<b>\$ 933.80</b>	<b>\$ (933.80)</b>
<b>Fund: 300 - Water &amp; Sewer</b>					
Revenue	\$ 2,486,300.00	\$ 2,486,300.00	\$ 206,189.02	\$ 2,753,181.41	\$ (266,881.41)
Expense	\$ 2,486,300.00	\$ 2,486,300.00	\$ 111,228.35	\$ 2,056,743.51	\$ 429,556.49
<b>Fund: 300 - Water &amp; Sewer Surplus (Deficit):</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 94,960.67</b>	<b>\$ 696,437.90</b>	<b>\$ (696,437.90)</b>
<b>Fund: 400 - MEDC</b>					
Revenue	\$ 1,004,250.00	\$ 1,004,250.00	\$ 93,846.09	\$ 1,188,081.51	\$ (183,831.51)
Expense	\$ 1,004,250.00	\$ 1,004,250.00	\$ 179,820.33	\$ 1,396,640.12	\$ (392,390.12)
<b>Fund: 400 - MEDC Surplus (Deficit):</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (85,974.24)</b>	<b>\$ (208,558.61)</b>	<b>\$ 208,558.61</b>
<b>Fund: 500 - Debt Service</b>					
Revenue	\$ 625,750.00	\$ 625,750.00	\$ 578.35	\$ 563,148.40	\$ 62,601.60
Expense	\$ 625,750.00	\$ 625,750.00	\$ -	\$ 649,177.05	\$ (23,427.05)
<b>Fund: 500 - Debt Service Surplus (Deficit):</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 578.35</b>	<b>\$ (86,028.65)</b>	<b>\$ 86,028.65</b>
<b>Fund: 700 - Court Security</b>					
Revenue	\$ 3,500.00	\$ 3,500.00	\$ 21.31	\$ 784.95	\$ 2,715.05
Expense	\$ 2,500.00	\$ 2,500.00	\$ 75.00	\$ 2,500.00	\$ -
<b>Fund: 700 - Court Security Surplus (Deficit):</b>	<b>\$ 1,000.00</b>	<b>\$ 1,000.00</b>	<b>\$ (53.69)</b>	<b>\$ (1,715.05)</b>	<b>\$ 2,715.05</b>
<b>Fund: 750 - Court Technology</b>					
Revenue	\$ 12,710.00	\$ 12,710.00	\$ 32.98	\$ 632.56	\$ 12,077.44
Expense	\$ 12,710.00	\$ 12,710.00	\$ -	\$ 3,400.00	\$ 9,310.00
<b>Fund: 750 - Court Technology Surplus (Deficit):</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 32.98</b>	<b>\$ (2,767.44)</b>	<b>\$ 2,767.44</b>
<b>Fund: 800 - Hotel Occupancy</b>					
Revenue	\$ 12,503.00	\$ 12,503.00	\$ 2.69	\$ 3,025.82	\$ 9,477.18
Expense	\$ 12,500.00	\$ 12,500.00	\$ -	\$ -	\$ 12,500.00
<b>Fund: 800 - Hotel Occupancy Surplus (Deficit):</b>	<b>\$ 3.00</b>	<b>\$ 3.00</b>	<b>\$ 2.69</b>	<b>\$ 3,025.82</b>	<b>\$ (3,022.82)</b>
<b>Fund: 850 - Police Asset</b>					
Revenue	\$ -	\$ -	\$ 1.16	\$ 1,170.00	\$ (1,170.00)
<b>Fund: 850 - Police Asset Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1.16</b>	<b>\$ 1,170.00</b>	<b>\$ (1,170.00)</b>
<b>Total Surplus (Deficit):</b>	<b>\$ 1,709.00</b>	<b>\$ 1,709.00</b>	<b>\$ 85,449.34</b>	<b>\$ 465,899.44</b>	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
100 - General Fund	\$ 706.00	\$ 706.00	\$ (95,210.72)	\$ 63,401.67	\$ (62,695.67)
200 - Capital Projects	\$ -	\$ -	\$ 171,112.14	\$ 933.80	\$ (933.80)
300 - Water & Sewer	\$ -	\$ -	\$ 94,960.67	\$ 696,437.90	\$ (696,437.90)
400 - MEDC	\$ -	\$ -	\$ (85,974.24)	\$ (208,558.61)	\$ 208,558.61
500 - Debt Service	\$ -	\$ -	\$ 578.35	\$ (86,028.65)	\$ 86,028.65
700 - Court Security	\$ 1,000.00	\$ 1,000.00	\$ (53.69)	\$ (1,715.05)	\$ 2,715.05
750 - Court Technology	\$ -	\$ -	\$ 32.98	\$ (2,767.44)	\$ 2,767.44
800 - Hotel Occupancy	\$ 3.00	\$ 3.00	\$ 2.69	\$ 3,025.82	\$ (3,022.82)
850 - Police Asset	\$ -	\$ -	\$ 1.16	\$ 1,170.00	\$ (1,170.00)
<b>Total Surplus (Deficit):</b>	<b>\$ 1,709.00</b>	<b>\$ 1,709.00</b>	<b>\$ 85,449.34</b>	<b>\$ 465,899.44</b>	



City of Montgomery  
Debt Service Payments  
10/01/2022 - 10/01/2023

Debt Service Payment Due 03/01/2023	Series	Date Due	Date Paid	Principal	Interest	Total Due
First National Bank of Huntsville	2015 - Refunding	03/01/2023		90,000.00	3,647.50	93,647.50
Bank of Texas	2017A - WS&D	03/01/2023		50,000.00	4,742.25	54,742.25
Bank of Texas	2017B - WS&D	03/01/2023		80,000.00	9,521.25	89,521.25
Amegy Bank of Texas	2021 - Refunding	03/01/2023		230,000.00	75,425.00	305,425.00
Bank of Texas	2022 - Tax Notes	03/01/2023		250,000.00	40,750.00	290,750.00
Total Due 03/01/2023				700,000.00	134,086.00	834,086.00

Debt Service Payment Due 09/01/2022	Series	Date Due	Date Paid	Principal	Interest	Total Due
First National Bank of Huntsville	2015 - Refunding	09/01/2023		0.00	2,522.50	2,522.50
Bank of Texas	2017A - WS&D	09/01/2023		0.00	4,669.75	4,669.75
Bank of Texas	2017B - WS&D	09/01/2023		0.00	9,285.25	9,285.25
Amegy Bank of Texas	2021 - Refunding	09/01/2023		0.00	69,675.00	69,675.00
Bank of Texas	2022 - Tax Notes	09/01/2023		0.00	34,500.00	34,500.00
Total Due 09/01/2023				0.00	120,652.50	120,652.50
City Grand Total Due				\$700,000.00	\$254,738.50	\$954,738.50





# Montgomery Police Department

*Chief Anthony Solomon*

## **Activity Report**

September 1, 2022 – September 31, 2022

### **Patrol Division**

• Calls for Service	-	95
• Total Reports	-	37
• Citations Issued	-	104
• Warnings Issued	-	325
• Arrests	-	27
• Accidents	-	11

### **Breakdown by Offense Category**

• DWI/DUI	8
• Drug Arrests/Citations	6
• Family Violence/Assault	2
• Warrant Arrests	3
• Burglary of Building	2
• Theft	2
• Criminal Mischief/Trespass	2
• Emergency Detention	1
• Public Intoxication	2
• Weapons Offense	1

### **Investigation Division**

Total number of assigned cases to C.I.D. for the month: 4

### **Personnel/Training**

- All officers and sergeants attended Defensive Tactics Refresher training.

### **Major Incidents**

- No Major incidents occurred in September.

### **Upcoming Events**

- October 22<sup>nd</sup> – Lone Star Street Dance
- October 29<sup>th</sup> – Trick or Treat Montgomery

- November 12<sup>th</sup> – CAAPA Craft Beverage Fest

### **Traffic and Safety Initiatives**

With school back in and the number of students in Montgomery ISD growing we have increased patrol in those areas along with message board and speed signage. With the increase We are also looking at the study of school zones here and potential hazards.

While the deaths in schools' zones have decreased over the past 20 years, many experts are concerned that distraction and other forms of crossing behavior post additional risks for students traveling in school zones.

As more students and parents engage with their smartphones and other media as they travel through school zones, there is an increase in the risk of incidents involving pedestrians. However, pedestrian distraction is not the only concern because many school zones are not optimized for safety in mind.



**City of Montgomery**  
101 Old Plantersville Rd.  
Montgomery, TX 77316  
936-597-6866



Item 17.

September 2022  
Code Enforcement Officer  
Monthly Report

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

**Training:** No training attended this month

**Ordinance/Code projects:**

- Objective 1: Submit a proposal recommending modifications to the city code of ordinances to ensure clarity, alleviate conflicts, diminish inconsistencies, and conform to state laws.
- Objective 2: Educate the public regarding the code of ordinances
  - Sign Ordinance  
The sign ordinance continues to be reviewed and some recommendations will be made. A draft of the recommendations is not yet available.  
An informational sign mailer has been drafted to provide guidance for commercial and residential property owners, business owners, residents, and tenants.

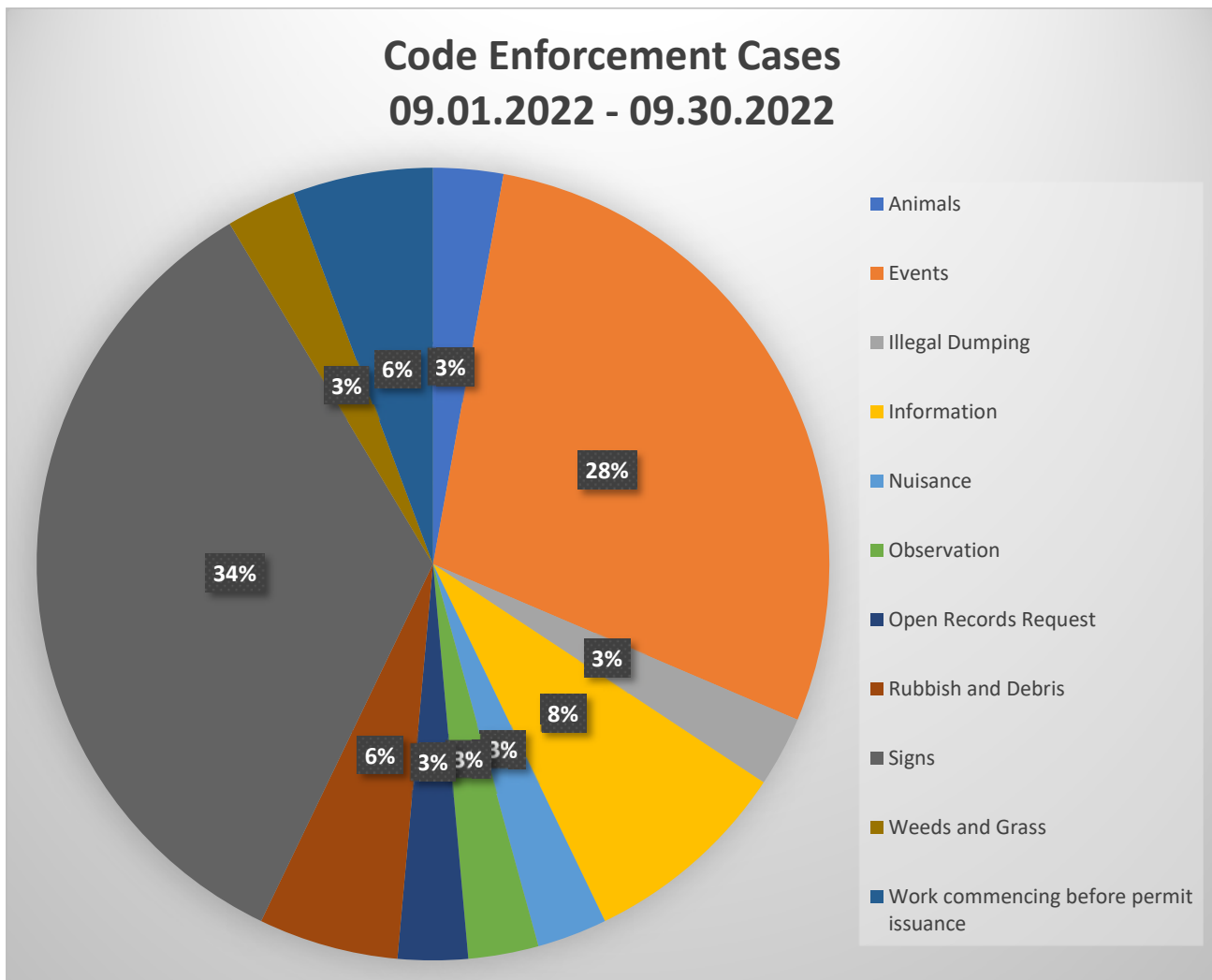
Violations issued: 0

Warnings issued: 0



Activity:

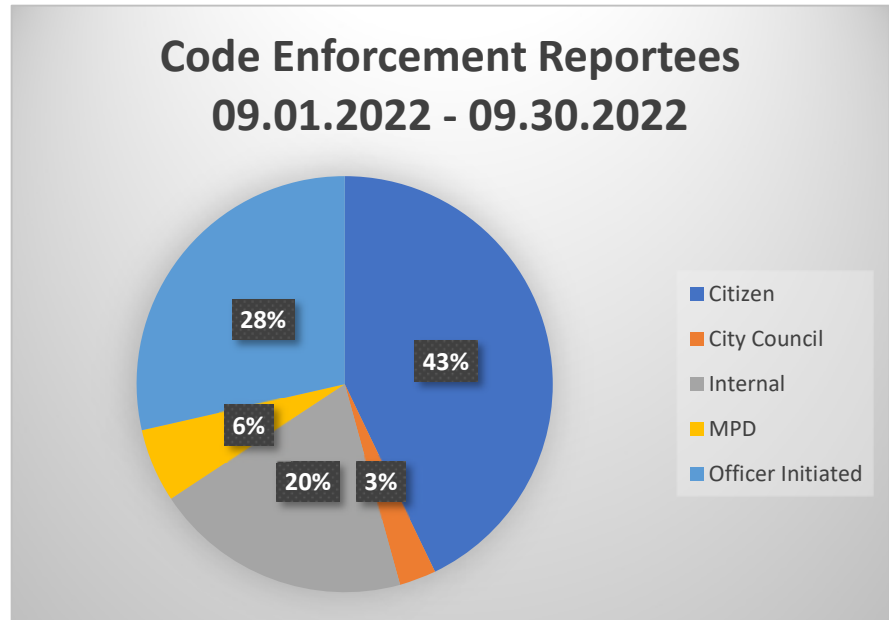
Nature of Call	Group Total
Animals	1
Events	10
Illegal Dumping	1
Information	3
Nuisance	1
Observation	1
Open Records Request	1
Rubbish and Debris	2
Signs	12
Weeds and Grass	1
Work commencing before permit issuance	2

**Total Records: 35**

REP Type	Group Total
----------	-------------

Citizen	15
City Council	1
Internal	7
MPD	2
Officer Initiated	10

**Total Records: 35**



# City of Montgomery Municipal Court Report September 2022

Kimberly Duckett  
Court Administrator





# Comparison Chart

## Citations and Revenue January 2020 - 2022

	2020	2021	2022
<i>Jan</i>	184	183	94
<i>Feb</i>	81	108	164
<i>Mar</i>	72	148	117
<i>April</i>	28	114	85
<i>May</i>	90	205	192
<i>June</i>	110	123	98
<i>July</i>	39	163	126
<i>Aug</i>	78	126	140
<i>Sept</i>	127	134	85
<i>Oct</i>	121	103	
<i>Nov</i>	216	101	
<i>Dec</i>	128	67	

**Totals**      1274                      1575                      1101

	2020	2021	2022
<i>Jan</i>	\$23,063.40	\$36,932.88	\$20,642.12
<i>Feb</i>	\$33,280.30	\$38,953.88	\$35,191.59
<i>Mar</i>	\$23,585.48	\$45,260.60	\$43,249.60
<i>April</i>	\$13,514.80	\$40,808.03	\$22,387.94
<i>May</i>	\$14,418.77	\$21,995.10	\$26,584.71
<i>June</i>	\$27,969.63	\$35,692.30	\$28,847.75
<i>July</i>	\$20,394.55	\$33,874.84	\$25,169.19
<i>Aug</i>	\$18,860.50	\$34,639.40	\$33,042.07
<i>Sept</i>	\$20,678.83	\$34,747.41	\$24,334.09
<i>Oct</i>	\$25,084.90	\$29,668.47	
<i>Nov</i>	\$24,177.27	\$23,458.35	
<i>Dec</i>	\$37,442.27	\$24,648.00	

**Totals**      \$282,470.70      \$400,679.26      \$259,449.06

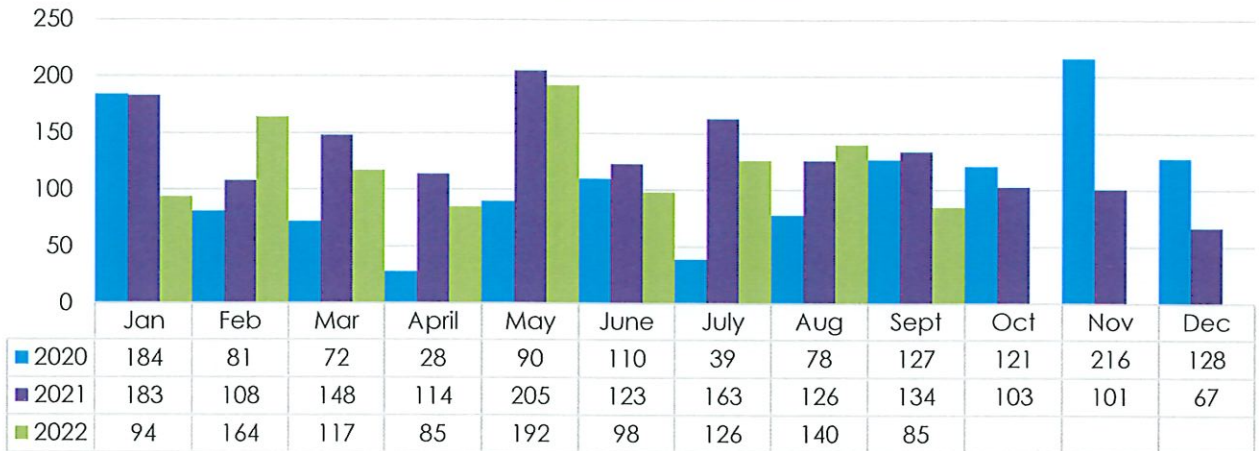
<b>Fiscal Year 2021-2022</b>		
	<b>2021</b>	<b>2022</b>
<b>Oct</b>	\$29,668.47	
<b>Nov</b>	\$23,458.35	
<b>Dec</b>	\$24,648.00	
<b>Jan</b>		\$20,642.12
<b>Feb</b>		\$35,191.59
<b>March</b>		\$43,249.60
<b>April</b>		\$22,387.94
<b>May</b>		\$26,584.71
<b>June</b>		\$28,847.75
<b>July</b>		\$25,169.19
<b>Aug</b>		\$33,042.07
<b>Sept</b>		\$24,334.09

\$77,774.82

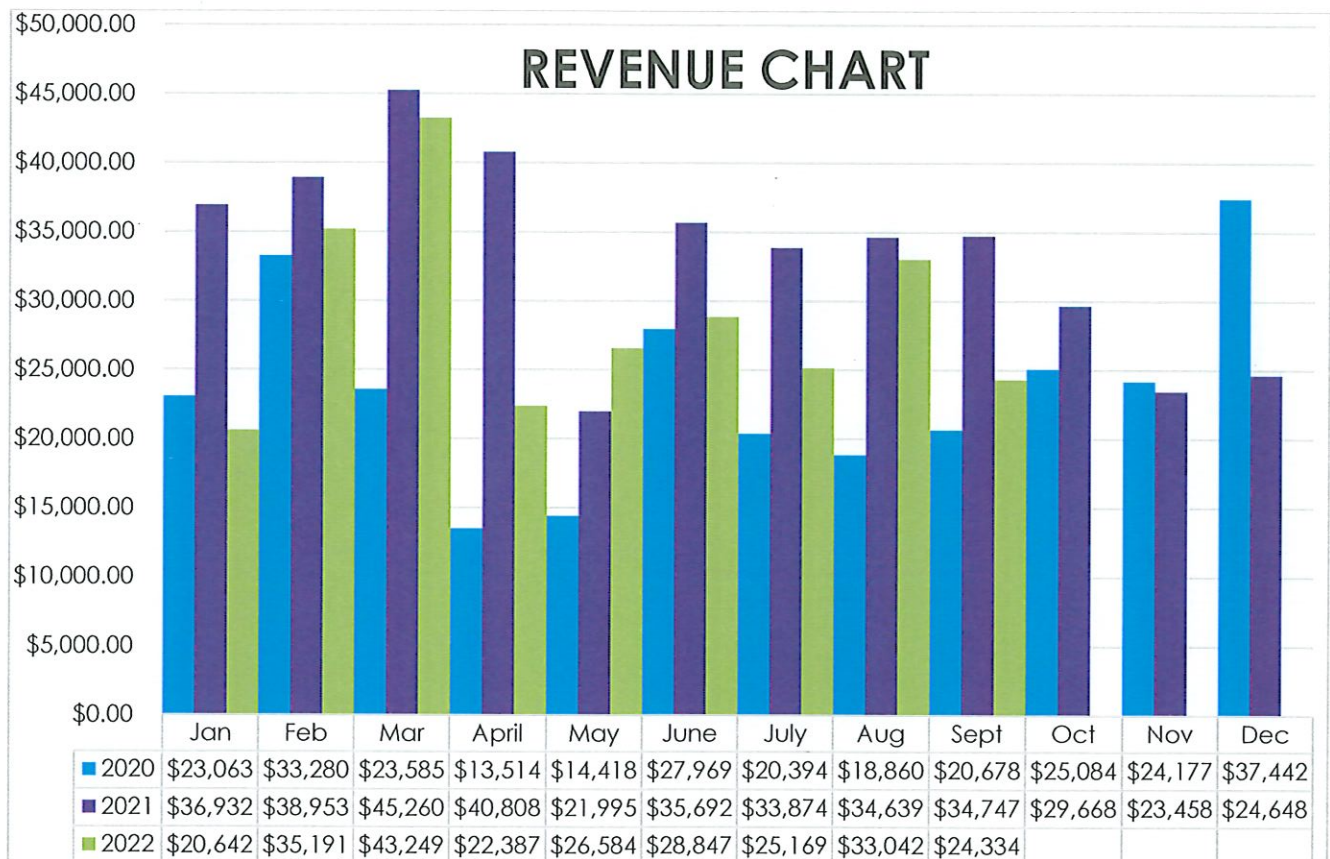
\$259,449.06

**Total**  
**\$337,223.88**

## CITATIONS



## REVENUE CHART







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

## Monthly Report for September 2022

### Water

- Completed monthly cutoff list for nonpayment.
- Completed monthly leak notification door hangers.
- Completed monthly meter verification list.
- Completed monthly check of idle meter list for consumption. No issues were found.
- Activated/deactivated 7 water accounts.
- Completed 23 work orders for endpoint maintenance issues.
- Completed 8 work orders for water leaks.
- Completed 13 work orders for miscellaneous water issues.
- Completed 3 work orders for water taps.

### Wastewater

- Completed 3 work order for sewer taps.
- Completed 1 work order for sewer-stop up.
- Installed hasp at Lift Station 7 to lock entrances.
- Trimmed limbs near back fence at WWTP#2.
- Replaced lavatory faucets in WWTP#2 office.
- Replaced and painted doors in WWTP#2 office.
- Prepared office including cable installation for the Events & Recreation Specialist at Public Works office.
- Flail mowed fence line at WWTP#2.
- Replaced breaker and contactor for the HVAC system at WWTP#2 office.

### Streets/Drainage/ROW

- Completed daily utility locates as necessary.
- Completed daily removal of bandit signs as necessary.
- Completed items for weed patrol.
- Removed fallen tree on Simonton St.
- Removed dead pine tree at 777 Clepper.
- Installed thermoplastics in various locations throughout the city.
- Located and raised missing manhole on FM149.
- Dug up force main on both sides of Stewart Creek at Lone Star Parkway near Lift Station 8.
- Replaced speed limit pole on Flagship @ FM149.
- Replaced no parking sign on Caroline @ Houston St.



- Installed stop sign and thermal plastic stop bar on Gardner @ Eva St.
- Installed stop sign pole and re-installed street signs on Flagship @ 105.
- Replaced missing speed bump sign and pole near 1002 College.
- Straightened street pole at the corner of Maiden and Caroline.
- Setup and participated in Quilt Walk Festival.

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

- Conducted weekly Safety Inspection Reports.
- Completed monthly light bulb check at all facilities.
- Delivered cases of water to City Hall as requested.
- Completed weekly cleaning of Community Center.
- Completed weekly pre-trip inspections of crew trucks.
- Completed monthly check of all irrigation systems and made repairs as necessary.
- Completed 16 work orders for general-City Hall maintenance.
- Treated all facilities and generators for rodents.
- PW-1801 Tire Rotation.
- PW-2001 Oil and Filter Change.
- Installed vent shield on A/C in Code Enforcement office.
- Repaired City Hall men's restroom soap dispenser.
- Replaced toilet seat in City Hall women's restroom.
- Repaired ceiling tile tract at Community Center.
- Treated ants at Community Center.

### **Parks/Recreation**

- Posted all park reservation notices.
- Completed 31 work orders for maintenance-parks issues.
- M/W/F cleaning of all restrooms and grounds.
- Installed light pole at Cedar Brake Park previously damaged.
- Repaired back porch steps, floorboards, both plexiglass panels on door, and the rail fence at Fernland Historical Park's Hulon House.
- Completed irrigation checklist at Memory Park.
- Checked all stations and sprinkler heads.
- Checked for wasps at Fernland Historical Park.
- Removed branch at Memory Park.
- Repaired 20 ft. of irrigation line and reinstalled two sprinkler heads at Memory Park.
- Added material around time capsule at Community Center.
- Fernland docents reported 610 visitors and provided 55 tours for the month.



**General**

- Completed 18 work orders for maintenance-general issues.
- Completed monthly safety meeting with department and safety officer.
- Attended bi-weekly conference calls with utility operator and engineer.
- Raised and lowered flags for Labor Day and death of Queen of England.
- Flew ceremonial flag for Logan Benet. Presented with Certificate of Appreciation during City Council Meeting 9/27/2022.
- Delivered and removed barricades for each Sip N Stroll.
- Quarterly Heavy trash completed.
- Setup and removed signs and barricades for Quilt Walk.
- Inspected AED's at City Hall and in all crew trucks.
- Performed irrigation check at City Hall.
- Participated in the Microsoft Teams Meeting with Jessica Rafferty.
- Attended weekly Catch-Up Meeting with WGA.
- Attended the Jenny Lane Easement Meeting.
- Attended the GIS demonstration.
- Attended Prayer Breakfast at the City of Conroe.
- Attended Archive Social demonstration.







**City of Montgomery**  
**Operations Report**  
**September 2022**  
**08/18/22 – 09/17/22**

**District Alerts****08/18/2022 – Water plant 3, High level Hydro tank**

Operator responded to auto dialer regarding high levels on the hydro tank. Upon arrival operator found sight glass with no air and air compressor not running in auto for new hydro tank. Operator was able to switch on switch manually for tank and all was normal. No further issues.

**08/22/2022 – Water plant 3, Booster pump failure**

Operator was on routine check and found the facility running in lag mode. Operator investigated and found booster pump #3 not pumping. Operator was able to isolate, and maintenance was notified, no further issues.

**08/27/2022 – Lift Station 3, High wet well level**

Operator responded to auto dialer regarding high wet well levels. Upon arrival operator found lift station at high levels due to heavy rainfall, pumps were unclogged, and facility equipment was reset, and service pump company was called to service pumps. No further issues were reported.

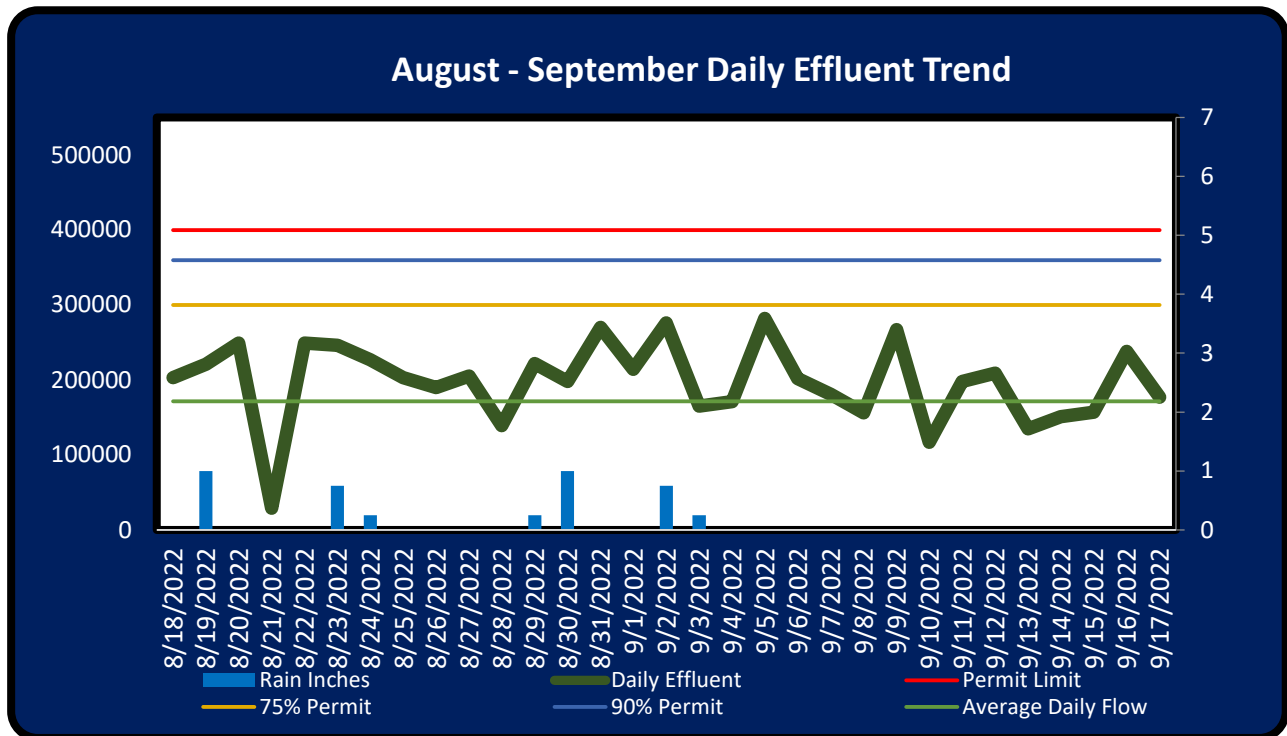
**09/02/2022 – Lift Station 7, Power outage**

Operator responded to auto dialer regarding possible power outage. Upon arrival operator found facility without power and facility that provides power had generator running. Electrical company was called out to investigate, no further issues.

**09/13/2022 – FM 149, Sewer back up**

Resident reported sewer back up on FM 149. Operator responded and determined there was a blockage, service company was called out to jet lines and blockage was cleared. No further issues.

## Wastewater Plant Flow Detail



- Flow for the month of August - September was 6,147,000 gallons
- Daily peak flow was September 5, 2022 was 282,000 gallons
- Average Daily Flow 198,300 gallons
  - 3-month average flow 256,333 gallons
  - 50% of permitted capacity




### Discharge Limitations

- Daily Average Flow 400,000 gallons (0.4 MGD)
- 2-Hour Peak Flow 833 gpm
- CBOD daily average 10 mg/l
- Total Suspended Solids (TSS) 15 mg/l
- Ammonium Nitrogen (NH<sub>3</sub>) 2 mg/l
- Chlorine Residual >1.0 mg/l < 4.0 mg/l
- The current permit expires 05/10/2027

### *Effluent*

TSS, DO, E.Coli, NH<sub>3</sub>N, PH sample results were all comfortable within the parameters set by the State of Texas.

#### Buffalo Springs WWTP Effluent Monitoring Report

Effluent Permitted Values	Parameter		Measured	Excursion
Average Monthly CBOD	10	mg/l	2.30	no
Average Monthly T.S.S.	15	mg/l	2.10	no
Average Monthly NH <sub>3</sub>	2	mg/l	1.03	no
Minimal CL <sub>2</sub> Residual	1	mg/l	1.07	no
Max CL <sub>2</sub> Residual	4	mg/l	3.92	no
Rainfall for the Month		4.25	inches	

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

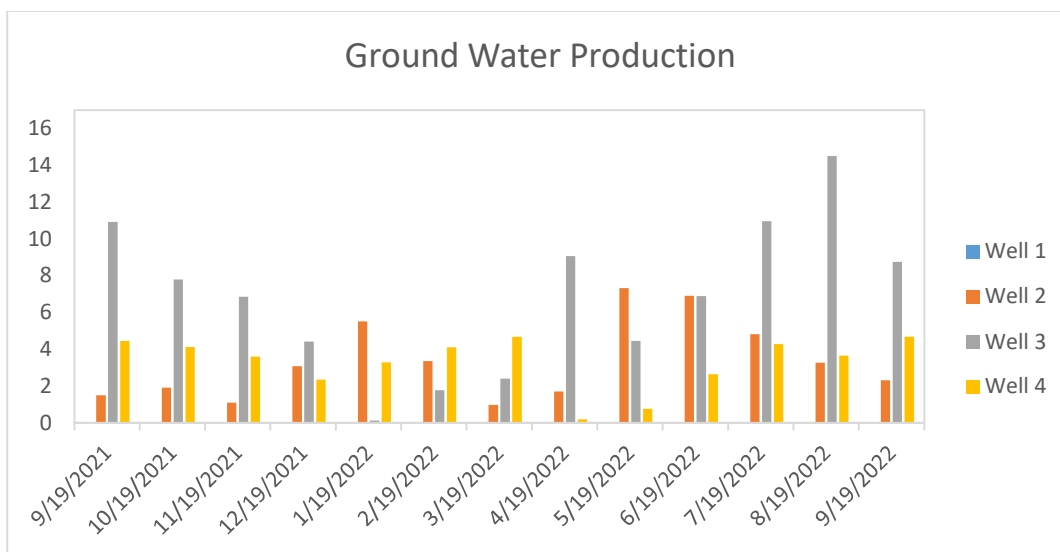
**Water Report:**

08/18/2022-09/17/2022

2022							
Well Name	Recorded Flow MGD	% of Total	Rating MGD/Day	YTD Pumpage MGD	YTD %	Permitted Value	Remaining Permit %
Well 2	2.306	14.67%	0.864	33.602	28.22%	92.930	1.30%
Well 3	8.734	55.58%	0.864	58.122	48.81%		
Well 4	4.675	29.75%	2.160	26.770	22.48%	90.000	70.26%
Total	15.715	100.00%	3.888	119.082	100%	182.930	
Flushing	0.293						
Subtotal	15.422						
Sold	14.364						
% Accounted	93%						

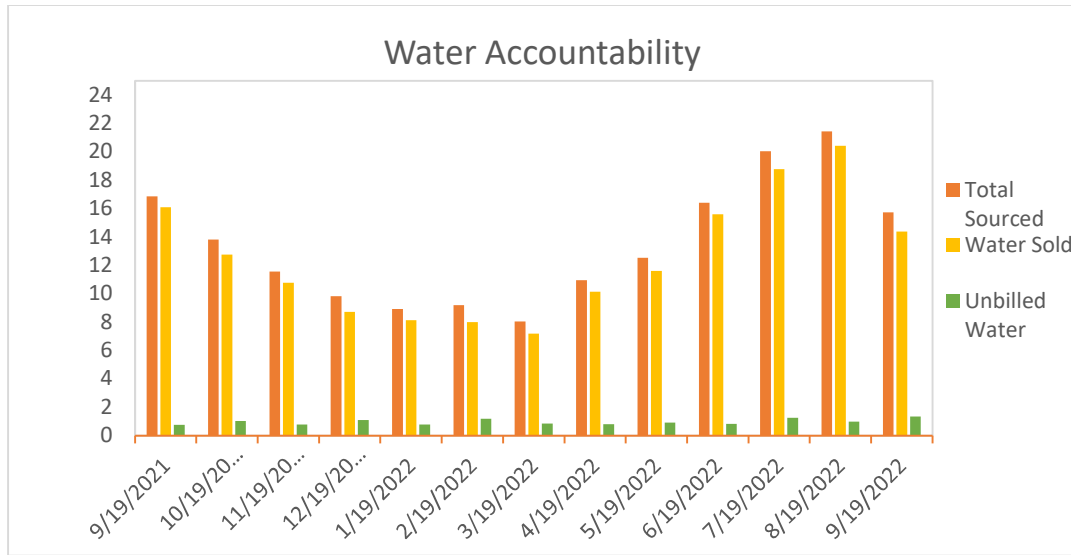
Accountability	
Total Water Sourced	15.715
Flushing	0.293
Subtotal	15.422
Sold	14.364
Accountability %	93%

CONNECTIONS	
School	12
Commercial Inside	171
Commercial Outside	2
Residential Inside	913
Residential Outside	29
Church	14
City	17
Hydrant	7
Multifamily	14
n/a	3
<b>Total</b>	<b>1,182</b>



Date	Total	Well_1	Well_2	Well_3	Well_4
AVG	13.478	0.000	3.359	6.831	3.288
9/19/2021	16.857	0.000	1.490	10.916	4.451
10/19/2021	13.802	0.000	1.902	7.784	4.116
11/19/2021	11.545	0.000	1.088	6.855	3.602
12/19/2021	9.819	0.000	3.066	4.410	2.343
1/19/2022	8.916	0.000	5.511	0.124	3.281
2/19/2022	9.200	0.000	3.343	1.764	4.093
3/19/2022	8.036	0.000	0.977	2.394	4.665
4/19/2022	10.938	0.000	1.699	9.048	0.191
5/19/2022	12.517	0.000	7.318	4.445	0.754
6/19/2022	16.410	0.000	6.894	6.876	2.640
7/19/2022	20.039	0.000	4.814	10.944	4.281
8/19/2022	21.419	0.000	3.265	14.505	3.649
9/19/2022	15.715	0.000	2.306	8.734	4.675
Total	175.213	0.000	43.673	88.799	42.741





Date	Accountability	Unaccounted	Total Sourced	Water Sold	Flushing/ Leaks	Unbilled Water
9/19/2021	97%	0.577	16.857	16.097	0.183	0.760
10/19/2021	94%	0.885	13.802	12.760	0.157	1.042
11/19/2021	95%	0.632	11.545	10.758	0.155	0.787
12/19/2021	91%	0.904	9.819	8.721	0.194	1.098
1/19/2022	96%	0.401	8.916	8.125	0.390	0.791
2/19/2022	103%	-0.237	9.200	8.002	1.435	1.198
3/19/2022	96%	0.327	8.036	7.184	0.525	0.852
4/19/2022	96%	0.447	10.938	10.140	0.351	0.798
5/19/2022	98%	0.202	12.517	11.603	0.712	0.914
6/19/2022	96%	0.594	16.410	15.579	0.237	0.831
7/19/2022	96%	0.774	20.039	18.777	0.488	1.262
8/19/2022	97%	0.706	21.419	20.422	0.291	0.997
9/19/2022	93%	1.058	15.715	14.364	0.293	1.351



October 20, 2022

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

Re: Monthly Engineering Report  
 City Council Meeting October 25, 2022

Dear Mayor and Council:

The following is a brief summary that describes our activities since the September 27, 2022 Council Meeting:

#### Capital Projects:

1. **Water Plant No. 3 Improvements** – We did not receive a pay estimate this month. The project is substantially complete. The final inspection was held on August 3<sup>rd</sup> and the contractor is working to address punchlist items identified at the final inspection.
2. **GLO Projects**
  - a. **Water Plant No. 3 Generator** – We did not receive a pay estimate this month. The contractor has constructed the generator pad and is continuing with the construction of the underground electrical conduit.



Figure 1: Electrical conduit installation October 18, 2022



Figure 2: Newly constructed Generator Pad October 5, 2022

- b. Dr. Martin Luther King Jr. Drive Ditch Regrading and Sanitary Sewer Rehabilitation** – We received Pay Estimate No. 3 in the amount of 161,766.00. The contract is 68% complete by value as of August 25, 2022. The contractor is continuing work on roadside ditch drainage improvements and manhole rehabilitation.



Figure 1: Newly constructed roadside ditch October 17, 2022



Figure 2: Manhole rehabilitation October 10, 2022

- 3. 2022 Sanitary Sewer Cleaning and Televising – Phase 1** – We did not receive a pay estimate this month. We have received all videos from MagnaFlow and will be presenting our findings and recommendations during this month's Council meeting.
- 4. Clepper Sidewalks** – We did not receive a pay estimate this month. The contractor has substantially completed installing the sidewalk and is addressing remaining outstanding items. We plan to schedule a final walkthrough by the end of the month.



Figure 1: Newly constructed sidewalk September 16, 2022

- 5. 15-Year Infrastructure Plan** – We have completed the additional sanitary sewer analysis and are preparing final updates to the infrastructure plan.

6. **Old Plantersville Waterline Extension** – We are continuing with design of the 12” waterline. We expect to be complete with design by early-November . As a reminder this project is being funded by the developer.
7. **Old Plantersville Force Main Extension** – We are continuing with design of the 6” force main. We expect to be complete with design by early-November. As a reminder this project is being funded by the developer.
8. **McCown St. and Caroline St. Waterline Replacement** – We received the revised survey and are proceeding with the waterline design. We expect to be complete with design by the late-November.
9. **Downtown Drainage Master Plan** – We received the revised survey and are proceeding with the drainage analysis of Downtown Montgomery based on surveyed topography.
10. **Downtown Sanitary Sewer Rehabilitation** – We received bids for this project on October 11<sup>th</sup>. We plan to present our Recommendation of Award at this month’s Council meeting.
11. **Lift Station No. 8 Repairs** – It is our understanding that the bore was completed on October 18<sup>th</sup> and the final tie-in to the existing force main was completed by Public Works on October 20<sup>th</sup>.

#### Developments:

1. **Feasibility Studies** –
  - a. **Meadow Ridge** – We were authorized to complete a feasibility study for the proposed single family development at the September 27<sup>th</sup> Council meeting. We plan to present our findings at the November 8<sup>th</sup> Council meeting.
2. **Plan Reviews**
  - a. **Town Creek Storage II** – We received revised plans on October 19<sup>th</sup> and are proceeding with our review.
  - b. **Hills of Town Creek Section 5** – We did not receive a revised plan set this month.
  - c. **Popeye’s** – We received revised plans on October 14<sup>th</sup> and provided plan approval on October 20<sup>th</sup>.
  - d. **Pizza Shack Parking Expansion** – We received revised plans on October 18<sup>th</sup> and are proceeding with our review.
  - e. **Montgomery Summit Business Park** – We received revised plans on October 19<sup>th</sup> and are proceeding with our review.
  - f. **Montgomery Bend (Pulte Group) Drainage Report** – We received a revised drainage report on September 30<sup>th</sup> and plan to return comments by the end of the month.



- g. **Montgomery Bend (Pulte Group) Clearing and Grubbing Plans** – We received the clearing and grubbing plan on September 27<sup>th</sup> and provided comments on October 19<sup>th</sup>.
  - h. **Redbird Meadows Drainage Report** – We did not receive a revised report this month.
- 3. Plat Reviews**
- a. **Montgomery Brewing Minor Plat** – We did not receive a revised plat this month.
  - b. **Cornerstone Community Church Development Plat** – We received the plat for the development on October 12<sup>th</sup> and are proceeding with our review.
  - c. **Redbird Meadows Section 1** – We received a preliminary plat for the subdivision on October 20<sup>th</sup> and are proceeding with our review.
  - d. **Redbird Meadows Section 2** – We received a preliminary plat for the subdivision on October 20<sup>th</sup> and are proceeding with our review.
  - e. **Redbird Meadows Section 3** – We received a preliminary plat for the subdivision on October 20<sup>th</sup> and are proceeding with our review.
- 4. Ongoing Construction**
- a. There are no ongoing construction projects at this time.
- 5. One-Year Warranty Inspections**
- a. **Town Creek Crossing, Section 1** – The One-Year Warranty Period will end on March 31, 2023.
  - b. **Villas of Mia Lago, Section 2** – We are continuing to coordinate with the developer to ensure the remaining punch list items are addressed.

**General Ongoing Activities:**

- 1. TxDOT:**
- a. **FM 1097 & Atkins Creek Drainage Improvements** – We are coordinating with TxDOT to provide any documentation necessary to determine and prepare the easement area that is to be obtained for the project.
  - b. **FM 149 & SH-105 North Bound Right Turn Lane** – It is our understanding that TxDOT continues to wait for utilities to be relocated. It is also our understanding that there is approximately 30 days of work remaining once utilities are relocated.
  - c. **Access Management along SH-105** – As you are aware, construction is proceeding on the access management project along SH-105. It is our understanding that TxDOT is experiencing delays due to concrete shortages. We do not have an anticipated completion date at this time.

- d. **Access Management along SH-105 from Grimes County Line to Shepperd Street**– We are coordinating with TxDOT to determine which potential utility conflicts will need to be relocated with the SH 105 improvements. According to TxDOT, the first phase of the project is scheduled to let in July 2023; however, construction in Montgomery is included in Phase III of this project.
  - e. **FM 1097 and Buffalo Springs Drive Traffic Signal Warrant Analysis** – It is our understanding the signal is in design. We do not have an estimated completion date at this time.
  - f. **SH-105 and Buffalo Springs Drive Traffic Signal Warrant Analysis** – It is our understanding the signal is in design. We do not have an estimated completion date at this time.
  - g. **Highway Safety Improvement Program (HSIP)** – We attended an information call on the HSIP program on October 6th. We will work with City Staff to determine which projects, if any, would be applicable and will provide assistance as needed for preparation of the funding application.
- 2. **Biweekly Operations and Developments Call** – We are continuing the biweekly operations and developments calls with City Staff and H2O Innovations.
- 3. **Emergency Preparedness Plan** – No engineering update. We will continue to follow up until plan approval is received.
- 4. **Impact Fee Updates** – We received all required files from Quiddity and are proceeding with Impact Fee updates as required per the City's Code of Ordinances.
- 5. **Flagship Storm Sewer** – We have received and reviewed the videos provided by MagnaFlow and We plan to present our findings and recommendations for repairs at this month's Council meeting.

Honorable Mayor and City Council  
City of Montgomery  
Page 6 of 6  
October 20, 2022

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Please let me know if you have any questions.

Sincerely,



Chris Roznovsky, PE  
City Engineer

CVR/kv:zlgt

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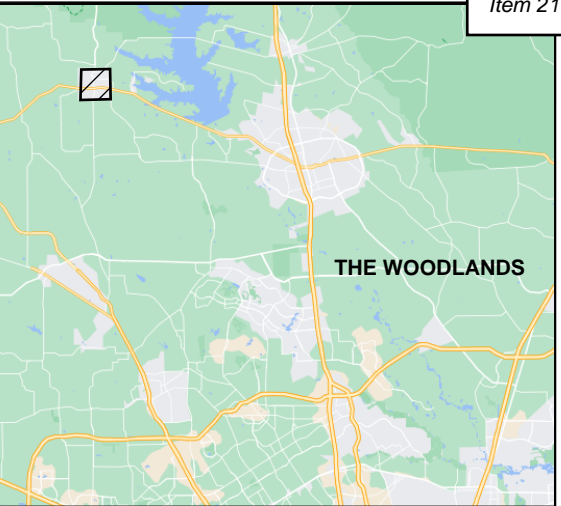
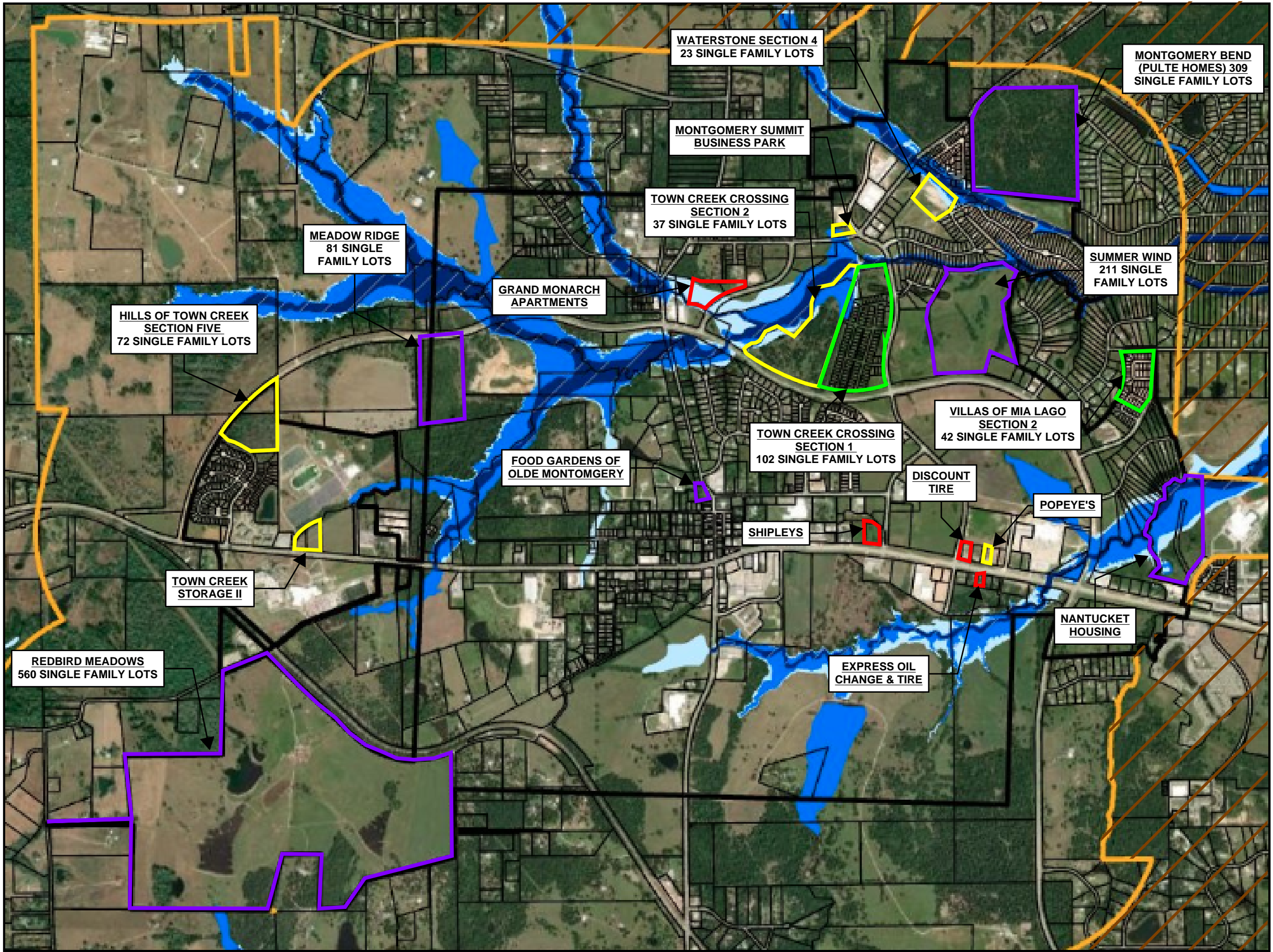
Attachments – Active Developments Map

Cc (via email): The Planning and Zoning Commission – City of Montgomery

Mr. Dave McCorquodale – City of Montgomery, Interim City Administrator and Director  
of Planning & Development

Ms. Nici Browe – City of Montgomery, City Secretary

Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney



**VICINITY MAP  
NTS**

**LEGEND**

- City Limits
- City ETJ
- City Of Conroe ETJ
- MCAD Parcels
- Floodway
- 100-year
- 500-year
- Complete/Under Warranty
- Under Construction
- In Design
- Planning/Feasibility

Active Developments  
October 2022