City of Montgomery
City Council
Regular Meeting Agenda

August 12, 2025 at 6:00 PM
Montgomery City Hall – Council Chambers
101 Old Plantersville Rd. Montgomery, TX 77316

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held on **Tuesday, August 12, 2025** at **6:00 PM** at the City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas.

Agenda Amended on 08/08/2025

Meambers 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 Agenda Pack will be posted online at . The meeting will be recorded and uploaded to the City's website.

OPENING AGENDA

1. Call Meeting to Order.

2. Invocation.

3. Pledges of Allegiance.

PUBLIC FORUM

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

PRESENTATION

4. Proclamation commemorating the 250th anniversary of the signing of the American Declaration of Independence.

CONSENT AGENDA

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

5. Consideration and possible action on the City Council Regular Meeting Minutes of June 10, 2025.

6. Consideration and possible action on the Special Joint CC & MEDC Meeting Minutes of June 16, 2025.

7. Consideration and possible action on the City Council Regular Meeting Minutes of June 24, 2025.

8. Consideration and possible action on the City Council Special Meeting Minutes of June 30, 2025.

9. Consideration and possible action on the City Council Regular Meeting Minutes of July 08, 2025.

10. Consideration and possible action on the City Council Workshop Meeting Minutes of July 14, 2025.

11. Consideration and possible action on the City Council Regular Meeting Minutes of July 22, 2025.

12. Consideration and possible action on a second and final reading of a Resolution of the City Council of the City of Montgomery, Texas, approving a project and expenditure of the Montgomery Economic Development Corporation for the purchase of 0.2458 acres of land located at Montgomery Townsite 03, Blk 16 in Montgomery County, Texas.

13. Consideration and possible action on a second and final reading of a Resolution of the City Council of the City of Montgomery, Texas, approving a project and expenditure of the Montgomery Economic Development Corporation for production of video promotional material with Pioneer Production Services, LLC.

14. Consideration and possible action on a Resolution of the City Council of the City of Montgomery, Texas calling a Public Hearing to be held at 6:00 p.m. on Tuesday, September 9, 2025, regarding the proposed rezoning of a 58.952-acre tract, located in the Zacharias Landrum Survey, Abstract 22, and currently zoned within a mix of R1 Single-Family Residential, B Commercial, and I Institutional.

15. Consideration and possible action on a Resolution of the City Council of the City of Montgomery, Texas calling a Public Hearing to be held at 6:00 p.m. on Tuesday, September 9, 2025, regarding the proposed rezoning of a 11.084-acre tract, located in the John Corner Survey, Abstract 8, and currently zoned within Planned Development and Commercial.

16. Consideration and possible action on a Resolution of the City Council of the City of Montgomery, Texas rescheduling a Public Hearing concerning amending Article III, "Impact Fees" of Chapter 90 "Utilities" of the City Code of Ordinances to review the Land Use Assumptions, Capital Improvement Plan, and Impact Fee amounts with the possibility of amending such amounts.

17. Consideration and possible action on the Quarterly Investment Report for Second Quarter 2025.

REGULAR AGENDA

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

18. Consideration and possible action on a Resolution approving the Montgomery County Emergency Communication District Budget for Fiscal Year 2026.

19. Consideration and possible action on casting a vote for the nominee to represent the cities in the county on the Montgomery County Emergency Communication District (MCECD).

20. Consideration and possible action on a City of Montgomery Alcohol Beverage License Application filed by Napoli's Italian Grill & Bar.

21. Consideration and possible action on the proposal for architectural services by Engineered Buildings, Inc. for the Pre Design/Concept Design Compensation and authorize the Mayor to execute the agreement for services and authorize payment for $25,000.

22. Discussion on proposal to move City Council meetings to Thursdays.

23. Consideration and possible action an Ordinance of the City Council of the City of Montgomery, Texas, amending Chapter 90 "Utilities" of Article II "Water and Sewer Services" to amend "Division 6. Backflow Prevention" to the City Code of Ordinances; Repealing all Ordinances and parts of Ordinances in conflict therewith; Providing a severance clause and Texas Open Meetings Act Clause; and providing for an effective date.

24. Consideration and possible action to approve the fleet lease agreement with Enterprise Fleet Management for three Police Pursuit vehicles, one Police pick-up truck, and two Public Works pick-ups.

25. Consideration and possible action to approve the proposed FY 2025-2026 tax rate for the City of Montgomery.

26. Consideration and possible action to approve the Proposed FY2025-2026 Budget for the City of Montgomery.

27. Consideration and possible action on a Resolution of the City of Montgomery, Texas calling a Public Hearing to be held at 6:00 p.m. on Monday, September 15, 2025, regarding the proposed Fiscal Year 2026 Tax Rate and Fiscal Year 2026 Annual Budget.

28. Consideration and possible action on the Escrow Agreement by and between the City of Montgomery and the Developer (“Buddy’s Living Trust”) and authorizing the Mayor to sign the agreement.

29. Consideration and possible action on the partial re-plat for Hills of Town Creek Section 5 (Dev. No. 2406).

30. Consideration and Possible Action on extending the sidewalk installation deadline for one additional one year following the warranty inspection for Montgomery Bend Section 1 & 2 (Dev. No. 2203).

31. Consideration and possible action on the acceptance of the public infrastructure within the 2023 Phase I Sanitary Sewer Rehabilitation project and authorize the City Administrator to sign the Certificate of Acceptance.

32. Consideration and possible action regarding the Development Agreement between the City of Montgomery, Texas (the “City”) and with Woodlands Methodist Church (the “Developer”) for the development of approximately 14 acres located northwest of the intersection of Clepper Drive and CB Stewart Drive (Dev. No. 2501).

33. Consideration and Possible Action on the BCS Capital Development Agreement (Dev. No 2415).

DEPARTMENTAL REPORTS

34. Discussion on Engineer’s Monthly Report

35. Public Works Monthly Report June 2025

36. Utility Operations Monthly Report June 2025

37. June 2025 PD & CE/PZA Report

38. June 2025 Municipal Court Report

39. Financial Report June 2025

40. Building Official Report for June 2025

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.

CLOSING AGENDA

41. Items to consider for placement on future agendas.

42. Adjourn.

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

I, Ruby Beaven, certify that this notice of a public meeting was posted on the website and bulletin board at City Hall of the City of Montgomery, Texas, a place convenient and readily accessible to the general public at all times. This notice was posted at said locations on the following date and time: **August 08, 2025 by 1:00 PM** and remained so posted continuously for at least 72-hours preceding the scheduled time of said meeting.

/s/ Ruby Beaven

City Secretary

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

Date: _____ Time: _____

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

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

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By: Ruby Beaven**

Subject

Proclamation commemorating the 250th anniversary of the signing of the American Declaration of Independence.

Recommendation

Presentation Only.

Discussion

On the Fourth of July in the year 1776, representatives from those thirteen British colonies signed a Declaration of Independence pledging their lives and fortunes to the cause of liberty from a Monarchy in which a complete severance of British Rule over the thirteen colonies was proclaimed which established the thirteen colonies as an independent nation. The 250th Anniversary of the signing of this Declaration of Independence represents a momentous occasion in the chronicles of the United States of America and of mankind throughout the World.

Approved By

City Secretary	Ruby Beaven	Date: 08/06/2025

PROCLAMATION

Commemorating the 250th Anniversary of the Signing of the American Declaration of Independence

WHEREAS, the American Colonists were being governed by a remote Monarchy who was taxing, regulating, and bringing Troops into the Thirteen Colonies; and

WHEREAS, the Colonists were being strong-armed by those British Troops and fired upon in Lexington and Concord on April 19, 1775 along with other oppressive actions by the British Monarchy; and

WHEREAS, the Second Continental Congress of those thirteen colonies established a Continental Army of Colonial Militias on June 14, 1775; and

WHEREAS, after further conflicts with England, the thirteen British colonies bonded together to declare their Independence from the British Monarchy; and

WHEREAS, on the Fourth of July in the year 1776, representatives from those thirteen British colonies signed a Declaration of Independence pledging their lives and fortunes to the cause of liberty from a Monarchy in which a complete severance of British Rule over the thirteen colonies was proclaimed which established the thirteen colonies as an independent nation; and

WHEREAS, this Declaration of Independence by thirteen autonomous colonies from the greatest military nation at that time was a momentous move by underfunded, separate colonies who united in their fight for independence and to observe the rights of man "… as blessed by their Creator holding that all men are created equal and are endowed with the rights of life, liberty, and the pursuit of happiness;" and

WHEREAS, the Declaration of Independence has served as a beacon of hope and inspiration for those who cherish such God-given Rights across the globe; and

WHEREAS, the thirteen British colonies were successful in their fight for liberty and freedom from a great military power which was the basis for establishing these United States of America; and

WHEREAS, the 250th Anniversary of the signing of this Declaration of Independence represents a momentous occasion in the chronicles of the United States of America and of mankind throughout the World, and

WHEREAS, the City of Montgomery, Texas is a part of these United State of America; and

NOW, THEREFORE, I, **SARA COUNTRYMAN, MAYOR OF THE CITY OF MONTGOMERY, TEXAS**, do hereby call for commemoration of the 250th Anniversary of the signing of the Declaration of Independence. The City of Montgomery City Council encourages all residents and organizations to join us in the celebratory commemoration of the 250th Anniversary of the Declaration of Independence from tyranny.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Montgomery, Texas to be affixed this 12th day of August 2025.

CITY OF MONTGOMERY, TEXAS

_____

Sara Countryman, Mayor

ATTEST

_____

Ruby Beaven, City Secretary

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By: Ruby Beaven**

Subject

Consideration and possible action on the City Council Regular Meeting Minutes of June 10, 2025.

Recommendation

Staff recommends approval of meeting minutes, as presented.

Discussion

Please see the accompanying minutes:

City Council Regular Meeting Minutes of June 10, 2025.

Approved By

City Secretary	Ruby Beaven	Date: 07/31/2025

City Council
Regular Meeting Minutes
June 10, 2025

OPENING AGENDA

1. **Call Meeting to Order.**

   The City Council Regular Meeting of the City of Montgomery was called to order by Mayor Countryman at 6:00 p.m. on June 10, 2025, at City Hall 101 Old Plantersville Rd., Montgomery, TX and live video streaming.

   With Council Members present a full quorum was established.

Present:	Mayor	Sara Countryman
	Council Member Place 1	Carol Langley
	Council Member Place 2	Casey Olson
	Council Member Place 3	Tom Czulewicz
	Mayor Pro-Tem	Cheryl Fox
	Council Member Place 5	Stan Donaldson

2. **Invocation.**

   Council Member Donaldson gave the invocation.

3. **Pledges of Allegiance.**

   Mayor Countryman led the pledges of allegiance.

PUBLIC FORUM

No inquiries received.

CONSENT AGENDA

4. **Consideration and possible action on the City Council Workshop Meeting Minutes of April 21, 2025.**

5. **Consideration and possible action on the City Council Regular Meeting Minutes of April 22, 2025.**

6. **Consideration and possible action on the City Council Special Meeting Minutes of April 28, 2025.**

7. **Update on request for special use permit for a temporary construction/sales trailer at The Hills of Town Creek, 235 South Rose Marie Lane.**

8. **Consideration and possible action authorizing the Mayor to sign the Escrow Agreement by and between the City of Montgomery and the Developer ("Texas First Bank").**

Council Member Langley asked where is this property located for item number eight? City Engineer Chris Roznovsky, WGA said it is in the vacant tract next to Christian Brothers Automotive between Christian Brothers and Wendy's.

Motion: Council Member Langley made a motion to accept consent agenda items #4-8 as presented. Council Member Czulewicz seconded the motion. Motion carried with all present voting in favor.

REGULAR AGENDA

9. **Discussion and possible action to approve the Financial Audit for fiscal year ending September 30, 2024.**

Finance Director Carl introduced Mr. Robert Belt with Crowe to present the Financial Audit for fiscal year ending September 30, 2024.

Mr. Belt thanked everyone for the opportunity to present the results of the audit today, but first wanted to recognize all the hard work by management that goes on behind the scenes to allow us to get to this point. You all did a lot of work with the budget at the very beginning of the process and I appreciate everybody's hard work along the way.

Our independent auditors report is presented on page one. This is a draft report, but we do anticipate issuing this in this final form just like it is here today, but our opinion letter is an unmodified letter as well as assurance that we can provide to City Council that all disclosures required by general accepted accounting principles have been included in the financial statements are material correct, so that is exactly the type of opinion letter you would be wanting to get today and that is also called universally a clean opinion. That is good news.

There is a lot of financial information within the report. I am just going to go over a few highlights with you. On page 16 is a statement of revenues, expenditures, and changes in fund balance. Your general fund is presented in the far left hand column. Total revenues for the year came in at $7.3 million. Total expenses for the year came in at $5.7 million, giving you revenues over expenses of approximately $1.6 million. You began the year with a fund balance of $3,018,000. You ended the year with a fund balance of $4,613,000. As you know, with any governmental entity, the primary indicator of financial health is

your fund balance number. You can pretty much scale any governmental entity by looking at your total operating expenses, comparing it to your total fund balance to determine how many days of operation you have on hand if no additional revenues came in. Thirty (30) days might be considered on the low side, 60 days might be considered about normal or adequate, 90 days would be good. The City is right at about 10 months, so your fund balance is in an excellent financial position and you should be commended for that.

On page 20 for your water and sewer fund, operating revenues came in at $3.6 million, operating expenses at $3,050,000, giving you an operating income of $610,000 which included depreciation of expense of approximately $480,000. I mention that because depreciation expense is a non-cash outlay, so if you back that back out, you would have been to the good on the revenue side of approximately $1 million which means your water and sewer fund is covering all your operating expenses, plus enough to cover your depreciation on your assets as well. Everything looks good in the water and sewer fund. That concludes my comments. I am more than happy to entertain any questions the City Council may have. Mayor Countryman stated you delivered great news. Mr. Belt said you did a great job and makes our work easy. Mayor Countryman thanked Mr. Belt for his work. Council Member Olson said accommodation should go out to our financial director as well for helping us clean up our messes that we had in records and we really appreciate you Maryann. Mayor Countryman thanked Maryann as well and said you earned a flight around the world. Council Member Langley asked Maryann if they will get a copy that does not have the draft put on it and when would I be able to see that copy? Finance Director Carl said once we get the final non-draft version, as Mr. Belt indicated, it should be identical to what we have seen this evening. It goes through a series of review within their firm and so it just needs to get through all of those steps. My understanding is that we are right at the brink of being there, so we do not anticipate any changes. Once that is done, we will get the bound copy and we will get a copy for each one of you. If there are any changes, obviously we will come back to you to let you know that there is a change and we have to come back to you.

Motion: Council Member Donaldson made a motion to approve the Financial Audit for fiscal year ending September 30, 2024. Council Member Czulewicz seconded the motion. Motion carried with all present voting in favor.

10. Discussion on the draft Development Agreement with H-E-B (Dev. No. 2402).

City Engineer Chris Roznovsky, WGA, said in your packets you will see a handful of items related to this. The purpose of this item is to bring you up to speed and talk about some of the differences in the draft agreement and commentary received from HEB. HEB's representatives are here tonight to also address their concerns and questions, but the main goal of this is not an action item or approval of the agreement, but to give us direction because there are a couple items that are some major points of contention or

difference, so the agreement can be finalized and then put into place. Starting on page 143 of your packets, you will see a copy of the letter from us going over the general requirements and the general points of this agreement. Starting at the second paragraph, there is no reimbursement that is being requested as part of this agreement, say memorializing what is being done, but there is no impact fee credit or reimbursement as part of this. HEB is requesting approval of inspection fees related to public utility extensions that they would perform which is normal. It would go into the escrow if we have to give a written summary of the fees to go to them, so that is not that big of a deal. Required timeline for acceptance of the public infrastructure. Again, normal. We have done that before. It is already laying down the timeline from this date to this date. Putting that into an agreement does not cause a lot of harm. The next items is where we do have a little bit between the city attorney and ourselves to discuss with you all and get some feedback. One is regarding the dedicatory language for the historical landmark on the site. If you remember, one of the items from the get-go is the CB Stewart memorial or some type of monumentation on the site. The language that was in the draft agreement that was sent essentially said the City had the right to be able to control scope, size, etc. of that monument and location. HEB has requested to remove that completely. They have agreed to provide some type of memorialization of it, but not the details of what that is. A couple of the legal items which I will not try to get into, but regarding pursuit of remedies and governmental immunity in those terms and so your attorney can jump in on that part. A couple other things to note just to bring you up to speed, last week's Planning and Zoning Commission meeting was cancelled due to lack of quorum, but they meet tomorrow night. There is an agenda item for variances that are being requested for this property. Again, this is not part of the development agreement, just bringing everyone up to speed on where this stands. There are two variances. One is just more of a note. The first variance is a request to not put the public water line within a 16-foot easement adjacent to SH-105 right-of-way, but instead put that within the public right-of-way at SH-105. The second one is on the landscape setback requesting a 20-foot versus a 25-foot where it is abutting single family property. This single family property is outside the City. It is being used as a single family, so this is that setback that they are requesting. The third item on here which again, it is not an official rule based on your current ordinances, but they are wanting to move the parking lot trees to be 150 feet from the door for sanitation reasons. They are not requesting a variance for the amount of parking lot trees, just more of a note is they are going to shove everything away from the front door for sanitation reasons just from operating stores having trees, and therefore birds that go through the front and cause problems. Again, it is not a specific variance that it has to be a distance, and they are not requesting to reduce the amount of trees. In your packet, you will see a copy of the draft development agreement that goes through these items and then followed by that, you will see a copy of the Planning and Zoning memo that is going to give more detail on the variances and the why for this. So we do not get too lost in the weeds on this item, going

back to the three main points of the agreement, which is the historical landmark, the pursuit of remedies, and the governmental immunity. I want to open up the floor. We can have HEB present their reasoning first to hear that or have a discussion and jump in. Mayor Countryman said I think that would be great for them to present their position.

Mr. Sean Smith with the real estate team here in Houston for HEB stated first off, HEB is super excited to finally bring in an HEB to the City of Montgomery. I know we have owned this property for some time and people have been very excited about it. Like City Engineer Roznovsky alluded to, what our nature development agreement primarily is for us is that we receive water and sewer services at the site. There is some extension of utilities that need to bring those facilities on site so that we can pull our permits and finish this construction here pretty soon. The nature of the comments regarding the historical nature, obviously HEB understands there is a significant history and legacy to the property that we purchased, it being the homestead of Charles B. Stewart. Being a Texas brand, and a legacy of its own, that is very significant and something we are very sensitive to in the design approach on this particular site. What I think the primary push back of the agreement is the primary language around that. They gave a pretty broad, right and sole discretion to the City to designate that. I will point out the fact the historical marker on the site actually went within the right-of-way, but inside the right-of-way is already a historical marker. It is part of the Texas Historical Commission. That is not being moved as part of the project. Whether that can be relocated inside the site is still something we are exploring. It is not something we have been able to determine definitively whether we can address it as part of the project, but we are working through some measure of ability to address the legacy of Charles B. Stewart within the property and within the development and inside the store itself. Those details have not been finalized of the design process. We are still working on an ability to prepare a proposal or prepare a presentation for the city leadership to take a look at. We absolutely want that feedback. We want the city constituents and the city leaders to be able to put that in that and put into the process because we want this to be Montgomery's HEB. We take my HEB very seriously. The spirit of that is that participation and cooperation is there and it is primarily around legal language giving broad rights over private property.

Mayor Countryman said what I am hearing you say Mr. Smith is I guess our portion, would be to have feedback or control or say over the scope and size and that is what you are asking to be remedied and taken out of the agreement. Mr. Smith said yes, I think it would be appropriate from our standpoint to acknowledge the historical significance and make an affirmation of each intent to continue to partner with the City. Perhaps we can use that more in concrete terms of how the tempo of the next meetings and the next discussions will take place. We certainly can make those commitments regarding the forfeiture and certain rights we would have as private business and private property owners to have control over what is developed onsite. City Engineer Roznovsky said on

page 148 of your packets at the very bottom, you will see that language that is being referred to. Mayor Countryman asked what would be better language so that we can still have input because we still have somewhat architectural control over, and so with this, I think that we would like to have a say, and so what would the language look like that says okay you can have a say, and you can have a head nod or agreement without saying that we have to pick your colors for you and we have to tell you how to look. Mr. Smith said first off, HEB does want there to be participation. We want that input and feedback. I know we met to discuss this previously. I think the language around that I will probably have to divert to some back and forth between Alan and our attorney just to make sure we get the language right, but I believe some really effective consultation with the City in partnership in acknowledging the fact that there is historical significance of the site and we are very adamant about addressing that in a meaningful way. I think it all has to be able to marry with the overall scope and project of the grocery store and how we continue to serve the community overall from the site.

Council Member Czulewicz asked is your problem mostly with the City having sole choice on the location? Mr. Smith said correct. Mayor Pro-Tem Fox said I certainly have no problem with taking that out because I think that might be a hindrance to the overall project. Mayor Countryman asked was it my request for fireworks every Friday night to be in the shape of the Texas flag the problem? Mr. Smith said there is an inducement package that supports the funding of fireworks.

Council Member Olson said here is my thought about removing the language. I think I am with Mayor Pro-Tem Fox, but also my thought process is bring us something because right now if we just take it out too long, you can do whatever you want, so bring us something so we have something we can agree to. Mr. Smith said I think that we probably have enough to start high level conversations around them, so a lot of that comes after most of our structural and civil engineering. We are in the state where we need to be able to pull permits here pretty soon. This is a requirement for us to be able to pull that permit. Not having this development agreement would cause delays in opening the store at this stage if we do not proceed this evening without consent to allow for the city manager and city attorney to execute an agreement with us. We would be having project delays on our side. What I think would be appropriate would be to include language that acknowledges that both HEB and the City will continue to work together. We can even set a firm date where all these parties come, we bring our current project, scope in what we have in mind from our design team and be able to have a meaningful discussion. That can be this body, it could be other professional leaders in the city. Mayor Countryman said we just need to soften the language a little bit. Mr. Smith said you and I have talked about this. The spirit is absolutely right. It is a matter of giving specific rights that are not already there that will cause an issue. Time is of the essence. Council Member Czulewicz said how about something along the lines that says a location acceptable to both the City and HEB. Mr.

DRAFT

Smith said I think having a mutual acceptance of it is probably again, it is kind of going to what our rights are today, what our ability to private property is today. Our first and foremost concern is operating a grocery store and in doing so, it continues to honor the legacy of Charles B. Stewart. We obviously know our grocery business very well and it could be a situation which the city mayor thinks that it has to be here and that could be in direct conflict with operating a grocery store. We want to be sensitive to there being potential conflicts or disagreements where we know that we have to operate. Council Member Olson said what he did was a wonderful compromise. We both agree. You are saying you will put it where you want to, you will build it how you want to, and we will like it. That is what you are telling us. Mr. Smith said it is more about preserving the ability for us to design the store. Council Member Olson said I absolutely understand that, but you cannot gut us and then expect us to smile about it. Mr. Smith said I understand your comment. I think the nature of this agreement really solely rests on our request with utility to be served. I think we can continue to talk and have conversations, but it is HEB's opinion that inclusion of additional rights of the agreement, especially in the context where we are not asking for incentives and we are paying out of pocket for utilities for that site, but that is where our position was. We definitely want to continue being a partner with the City and continue having conversations. Council Member Olson said absolutely. Mayor Countryman asked City Attorney Alan Petrov, Johnson Petrov, if he was okay with softening the language or removing the language. City Attorney Petrov said I am certainly okay with softening the language. Mayor Pro-Tem Fox said what if we just took out the last part that says the City has sole discretion to determine the location, but let the development agree to dedicate a site to Charles B Stewart. Would that be acceptable to you Mr. Smith and HEB? That way we are just not saying that we are sole discretion. Mr. Smith said there are two parts to it. It is the sole discretion, but it is also the dedication of additional property where it is not defined. That dedication of some portion of property for a landmark of space is not an issue. It is just we do not know what the scope is. City Attorney Petrov said is it perhaps the word dedication which perhaps maybe the developer agrees to utilize a site on the tract. Mayor Countryman said so we do not dictate the place, but we agree that there will be something. Mr. Smith said I think where we are at right now is that we do not know the scope, the cost of that particular project. That is something that may be hard for us to be able to affirm and execute an agreement as of today. It is not something we are opposed to continuing the conversation and figuring out what is the best bet. I think this is the primary intersection for the City of Montgomery. Very proud of the Texas legacy from our company, but also what Charles B. Stewart had. I think there is a lot of overlap in alignment in terms of what we want to do here. It is the scope and the ability for us to continue to build a store on schedule and continue to work with the City. Council Member Olson said we are 100 percent. If we take it out and we agree to your demand at this point, we cannot negotiate after the fact. That is not how law works and that is not how contracts work. This is an agreement we sign it and we agree to it. There

is no negotiation for the City after the fact. You can do whatever you want, so that is where we need some kind of provision in there that says yes, we will have a little bit of say. You cannot just put a plaque on the back of the building and say we did what we said we were going to do. Mayor Countryman said I think that is what we are saying with softening the language. It is still along the side, but not omitting it. We communicate together about it. At the end of the day, it is your wish, however, communicate with us what it is as well. I have to say, do I believe that you are going to live up to what you said? Absolutely. I want to as well, but we have believed others and gotten bitten, so I hate to say it, but one man pays for another man's sins. If we can soften it and at least have that coordination together, I think that is a good compromise. Council Member Olson said I do too. Just removing it 100 percent and saying we will take your word for it is bad business. Mayor Countryman said yes, I agree. Mayor Pro-Tem Fox asked City Attorney Petrov if he could create something that is agreeable to both of us? City Attorney Petrov said yes. Define what HEB will agree upon. Mayor Countryman said I think you agreed to soften the language and not remove the language. Mr. Smith said addressing it is something we can continue to do, but it is a matter of the how the language is written. Council Member Olson said I am not looking for a statue in the middle of the parking lot, but like I said, I do not want a plaque moved to the back of the building. City Engineer Roznovsky asked would it be possible to have language that puts that stipulation in there? It has to be in a public space that is visible from SH-105. When you think of other agreements the City had like this, it was not across the street, it was not specific. It is generally it is in this location, it will have these elements, and it is not to exceed, or the contribution is to be x amount. We are not going to that stage of it, but putting some bounds around it. This is internal monumentation or external monumentation in a public space to give some bounds around it that is in here, but not so hamstrung that we cannot work around it which I think is the whole point. Mayor Countryman said I think we are all in agreement. I think that would be the directive. Council Member Olson said I do have one more question for City Attorney Petrov about the government immunity. That is the first time I have ever seen that done in one of our development agreements. What is that addressing? City Attorney Petrov said there are two provisions here legal in nature they have struck. I would not agree to those being struck without at least your consent, and so I wanted to make sure those were brought to your attention. The first one being related to is in section 3.2, page 150 of your packet, 3.2D where they adjust the remedies of the parties. Generally, if you have mutual remedies in the contract, either party violates the contract, the other party has the right to pursue their legal remedies. In this case, they modified the language such that the City's only legal remedy is deny utility service, so we have no right to sue to enforce other provisions of the contract. They can simply withdraw the utility capacity, although interestingly, they keep the same right to themselves in section 3.3D where they have the right to pursue it. To me, that is a bit unfair and I would definitely want you to keep your remedies. The immunity issue I am actually not so concerned with because again, it is sort

of a fairness thing, while on the one hand I like the fact that I represent governmental entities and they have certain governmental immunity which is helpful if they get into trouble. On the other hand, when you are entering into an agreement where both sides are obligating themselves to do something, it does seem fair that if the City is not holding up its part of the bargain, that the other side ought to be able to enforce the contract, so on that one I am not so hard standing on. Council Member Olson said I am in total agreement with that. Mr. Smith said I can address the remedies really quick. The intent there, I cannot speak to this with explicit intent from the attorney's perspective, but the spirit that we entered into the development agreement with the understanding this is primarily utility capacity effort, and so it is restricting the remedies to be of the essence of the contract. Mayor Countryman asked so it is purely about suing over utilities? Council Member Olson said no. That is all they want to be able to hold us to is to just cut the utilities, but if they come back and they do not put all the trees in the parking lot that is required and they just do whatever they want, we have one option and that is to say sorry, we are not going to budge water and at that point, they can turn to the county and say turn our water on, they will not give it to us. Mr. Smith said this is totally within any default scenario within the agreement not pertaining to code enforcement requirements or things of that nature or enforcement rights, but with regards to what we are requesting in the development agreement, that the City provide us the ability to tap into the facilities, that is why the remedies where reduced to that scope specifically. Council Member Czulewicz asked is this standard in other contracts that you enter into with other cities throughout Texas? Mr. Smith said typically the city where we ask for utility services where we are at, we get a utility capacity letter. It is atypical for us to enter into a development agreement without there being additions of other items such as incentives for reimbursements since we are not asking for reimbursement. We are paying for everything out of pocket. In most jurisdictions, we do not enter into a development agreement at all. It is usually serviced directly. Again, the essence of our request is we need capacity for constructing and extending public facilities to serve our tract and it is necessary for us as time is of the essence for us to continue.

Mayor Countryman asked City Attorney Petrov if he has seen this before, this type of request of any cities that you represented? Council Member Olson said the 3.2D request. City Attorney Petrov said no. Council Member Langley said our development agreement is for more than the water and sewer, yes, and what he is saying is they are looking at it only for water and sewer. Council Member Olson said right. Council Member Olson said basically the way that this reads, if code enforcement goes out there and says this is not at all what was agreed upon, the only thing that we can do is turn the water off. Council Member Langley said I understand that. Our other development agreements had it all in there in the past? Council Member Olson said yes because this is a template of ours. Council Member Czulewicz asked will there be a bond provided? Mr. Smith said the work will be bonded, but we will not be posting a bond since the City is not constructing

facilities. City Engineer Roznovsky said when they complete the extensions, they would put up a maintenance bond for the one-year period if something comes up. Mr. Smith said a standard maintenance bond. City Engineer Roznovsky said if they decide to do the final plat prior to the utilities being all the way in, we would request the bond to cover whatever remaining costs are on that contract. It is unlikely, but if HEB is in the middle of the project and leaves, and then they sell the site to someone else and they amend this line, there would be a bond there to cover that cost. That standard indoor ordinance language is only used in the event that they platted before utilities are complete. Council Member Czulewicz said they have to go to the Planning and Zoning Commission yet, but for the 16-foot setback for the water line, if it goes into a TxDot right-of-way, it could wind up getting paved over, and if we ever have to repair it, the City is going to have that excess cost to dig up the road to repair it. City Engineer Roznovsky said if it gets under pavement, yes. You are correct. It goes to the Planning and Zoning Commission tomorrow night and it will go back to Council based on their recommendation. There is a lot of grass between the pavement edge and it would be a lot of expansion to get there, but theoretically, yes. If TxDot made an improvement like they are doing right out here that would impact the location of this water line, it would be on the utility owner to pay for that cost relocation. Mr. Smith said our property line is pretty far set back like City Engineer Roznovsky alluded to. City Attorney Petrov said I will add that this is a bit different than our other development agreements in that we are not doing a lot of construction. They are doing the construction. Mayor Countryman said we are not taking action on this tonight. We are just simply talking about it and getting ideas right? City Engineer Roznovsky said right. I think what would be helpful for me and probably City Attorney Petrov and HEB as well, is of those three points, give us a quick, general consensus of how we should go about drafting it to go back and forth so we come back with a presentable format that you all are okay with and hopefully between now and that time, HEB is also fully okay with it as well. Council Member Donaldson said I am going to need more understanding on the engineering part of removing that easement for a retaining wall when the retaining wall can be moved in my mind. I just want you to be more clear about why we do not need this 16-foot easement and why you have to put the retaining wall there instead of moving it back. I know it has to do with the property sloping. City Engineer Roznovsky said correct, but just so we are trying to keep the two items separate, the variances are not part of this development. The variances will go through the separate variance process and we will have to come back to you all for approval of those variances. That is a separate action. This development agreement is what is in it today, which is who constructs the water and sewer, at whose cost and time design, etc., and what capacities are there, and then the sign. It talks about drainage and driveways and that is standard for development. Those are really the main points this is laying out. Whose responsibility is it, and then the items regarding the signage. Council Member Czulewicz said the 20-foot variance, that affects the ETJ does it not? The property right adjacent is ETJ. City Engineer Roznovsky said

DRAFT

correct. It is not a property of the city limits. Council Member Czulewicz said right, but they come under the same ordinances. Properties within the ETJ have to comply with the City's ordinances. City Engineer Roznovsky said some ordinances yes. Chapter 78 complies with the ETJ zoning, Chapter 98 does not. This is really not about the variances for P&Z. These variances for Planning and Zoning are not about the use of it. It is not about that property. The spirit of the ordinance is when you have a commercial property abutting a single family. How this is interpreted is the spirit of the ordinance as single family next to commercial. Here are the setback requirements and it is laid out in the zoning and they requested that. Council Member Czulewicz asked if we approve that, are we bad neighbors? Mayor Countryman said yes we are because they come up here screaming and yelling, and they are not happy. Council Member Langley asked is there a house on that property? City Engineer Roznovsky said yes there is. Mr. Smith said we have a great separation of a significant retaining wall and in addition, will be building screening fences. It is a matter of co-oping some of the retaining wall space so that we can have the space needed for trucks in the back of the store. City Engineer Roznovsky said to answer Council Member Donaldson's original question, when it comes back, there will be a whole lot more detail in front of you, as well as Planning and Zoning's recommendation on those variances.

City Engineer Roznovsky said on the Charles B. Stewart historical landmark, keep the language in there and put some soft bounds around it, but not sole discretion in the City. City Attorney Petrov is going to work with that and work with HEB's attorney to get there. The remedy portion, the piece sounds like preferences, that stays as is. There are mutual remedies on each side, not just water capacity. Based on what I heard your attorney say, the governmental immunity is to him not as big a deal because again, it is a contract agreement between two parties, and so waving that is a fair fight. The only clarification because to me it is a relatively big one, I think it affects HEB as well, on the historical landmark, does the City have a strong preference of that it is external or internal to the building? Mayor Countryman and Council Member Olson said external.

Mayor Pro-Tem Fox asked Mr. Smith how can you actually move the signage from the state there? That cannot be moved. Mr. Smith said we are not able to move it currently. Mayor Pro-Tem Fox said that falls under the Historic Commission. Mr. Smith said there is still some due diligence around that and we have had some thoughts on how to address it, but we do not have a clear plan.

Mr. Rick Hanna, Building Official, CBO Partners said just to make sure we are on the same page, somebody delivered building plans. We do not typically accept plans until the city engineers complete their review. I do not know what the rules are, but could we give them these plans and get them out? Kristen would like to get them out of her way, but the reason we do that is often in the civil process, there are some changes and there is no need for me to do a plan review of the building until everything is solidified. I just want to make

sure when you said start pulling permits and construction I freak out because first the engineers have to finish their part, and then we do a building scan review. We have had occasions where folks walk out of a council meeting and they start construction.

No action taken.

11. Consideration and Possible action on the acceptance of the Engineer's Recommendation of Baxter & Woodman to complete the Design Services related to the Water Plant No. 4 project.

City Engineer Roznovsky said we have been talking about Water Plant No. 4 for quite a long time. If you remember, we solicited RFQ's late last year. We went through the review process that was awarded earlier this year, and then we went back and forth getting the scope nailed down and getting a proposal in the right format in front of you. What you have in front of you today summarizes that proposal followed by the proposal itself. Your attorney has reviewed for the legal requirements if he is comfortable with what is in here. The total contract amount is $491,240. That is for design, bidding, and construction services. The actual design portion was $440,000. This was a project that the design was in your CO there was $440,000 for the design services and that additional amount for construction services and administration was not included in the CO, but that included the conversation that we were talking about for the funding of all these projects. We are good with the proposal and we are good with the scope that is in here. Our recommendation is we go ahead and proceed with the design phase of this project. Council Member Olson asked so you have the budget for the 90 over? City Engineer Roznovsky said the design amount is $440,000. We have impact fees that we can do if needed to cover that additional $40,000. The $50,000 would be included delta to get to the $490,000 in the bond that we talked about to fund the construction on these projects because those are bidding construction services.

Council Member Donaldson said let me first of all thank you for stepping up and helping the City out during our transition period. I do appreciate that. I still have some questions about these proposals where in section six on page 171 or page four where the city engineer will provide the majority of construction, administrative, and inspection services. I am still trying to wrap my head around who you are getting paid? Is that part of the $440,000 or is the City going to have to pay for that? I need to have a more clear understanding about what are they going to give us and what are you going to give us. Do we have to pay you or is Baxter including your services in their quote? Is that something totally different? City Engineer Roznovsky said they are not. What their proposal is for is full design, permitting, and approvals. They are also to help with the bidding and construction. It is typical that the design engineers involved in the construction and administration phase answer RFI's, things on the drawings, submittals, etc. When this was put out for RFQ, and is still the case today, we felt it was more advantageous since we

already have inspectors in the City on a daily basis between all the developments to just utilize that staff that is doing the inspection, pay estimates, and things like that, versus having another party come in to do that and then we are still making that coordination in between. That is the reason for it. Their $440,000 does not include the actual inspection of the work. That is not in this proposal. We would bring you all a proposal for that work as we get closer to actually getting that project out.

Mayor Countryman said last night we had a budget workshop and your water sewer services went up from $50,000 and you are requesting $200,000. Would it come out of that bucket of money? City Engineer Roznovsky said yes.

Council Member Donaldson said also there is a provision in here for funding assistance. City Engineer Roznovsky said correct. Council Member Donaldson said I guess the owner is us and who is going to help us with that funding? You or Baxter? City Engineer Roznovsky said it is a coordination. It is a multi-approach. We, as city engineer submitted for water development funds for your wastewater transplant contract. Halff has submitted us earlier today a summary of other funding options to try to go after for that project and it is the same thing here. If the City decides that we are going to go after XYZ grant for this project, this is in their contract. They will help assist that effort in terms of providing reports, memos, cost assessments, what is needed to support that effort of obtaining the funding. Council Member Donaldson said also I want to thank you for putting bleach in there. I appreciate that.

Mayor Countryman asked this project was in mind with the increase in that portion of the budget line item? City Engineer Roznovsky said yes, between the coordination time and the follow-ups and reviews.

Motion: Council Member Donaldson made a motion to accept the Engineer's Recommendation of Baxter & Woodman to complete the Design Services related to the Water Plant No. 4 project. Mayor Pro-Tem Fox seconded the motion. Motion carried with all present voting in favor.

12. Consideration and Possible Action on the Acceptance of the Public Infrastructure on MISD CTE & Ag Barn project.

City Engineer Roznovsky said as you all know, the CT building is wrapping up. Part of that project if you remember, they installed a 12-inch water line that closes the loop around Lone Star Parkway on the east side of town. Back in August of 2024, it was agreed by the City to pay a share of up to $75,000 for that line and then MEDC subsequently approved to take that from there. I do not remember the exact line item, but they would cover that cost. The line is now complete and it is in service. They have addressed the punch list items which are relatively minor. They have provided a maintenance bond which is required of all developments. We do have the bond, although it is not in your packet, so

if anything comes up and the contractor does not address it, call that bond to address the remaining items for it. Everything is in order and our recommendation is to accept this into the one-year warranty period which will begin on June 2, 2025 and end on June 2, 2026. Mayor Countryman asked have we paid everything we are supposed to pay and they paid everything they had to pay? Is everything good to go? City Engineer Roznovsky said I need to follow back up if the City has released that $75,000 payment part they have officially requested. I know there were some terms that obviously did not get the waterline done. I do not recall seeing an official request from MISD requesting the City share, but we will follow-up on that, so I do not know for sure. As far as the payment of the contractors and everything else, that is my understanding. Stewart Builders is the one who provided this conversation. Mayor Countryman said Finance Director Carl, you are the holder of the bank account. Finance Director Carl said we have not received a request for the $75,000 at this point. Council Member Olson asked who do we receive that from exactly? Finance Director said I imagine it would be coming from MISD. They were aware of what they requested and that it was granted and then MEDC did agree to do that, but we have not received a request for it. Council Member Donaldson asked are we going to pay that or is that coming through MEDC? Finance Director Carl said it is coming from MEDC.

Motion: Council Member Olson made a motion to accept the Public Infrastructure on MISD CTE & Ag Barn project. Council Member Czulewicz seconded the motion. Motion carried with all present voting in favor.

13. Consideration and possible action on a City of Montgomery Alcohol Beverage License Application filed by Two Lips to Tulips.

Mr. Tim Giraud Jr., CEO/President of 6 Arms Strong Import & Export, LLC dba Two Lips to Tulips stated we are actually where the old heritage house used to be. We are on the back left corner of the property. We have completely remodeled and redone that building. It was in a major disarray. About three or four different people went in there to remodel and did a little bit here and a little bit there. It was a lot of fun. We have been working really hard with the City and late last week, we received our federal and state permits all approved through TTB and TABC. The community has just rallied around us. They are very excited about us opening up. I think there is only one other winery in the city limits which is Steve at H-Wines and I am really good friends with him. We are really excited about becoming a part of the Montgomery community. I grew up right down the street in The Woodlands and my wife lived here for six years before we got together. We moved to Memorial when we got together and then she pulled me back out here, so we do live in Montgomery. We are very proud of where we live and we are really excited about having the business in the community. Mayor Pro-Tem Fox asked what is your name? Mr. Giraud said I go by Tim, but my name is John Timothy, so Tim Giraud. Mayor Countryman asked are you actually manufacturing the wine? Mr. Giraud said we

are blending. I actually own a small percentage in 13 different wineries over in Italy, so these are all Italian wines. We are actually going to buy bulk Italian wines, bring them here, and we are going to do specialty blends and also going to be working with Paul and Meryl, so we are going to do like a Texas/Italy blend. We are really excited about stuff that we have coming down the pipeline over the next few years. Mayor Countryman said so H-Wines is French and you are Italian. Montgomery is growing. We are excited. It is funny because Fort Worth and Reggio Emilia in Italy are actually partner cities across the water. I did not even know that until I was actually over there. I saw Texas signs everywhere. People would ask where are you from? Texas of course. The funny thing is over in Italy and Europe, when people ask where you are from, only people from Texas say Texas. Everyone else says Americans. Texas is Texas pride everywhere. Mayor Countryman said we are very excited. You are correct. You have a ground swell of support. Mr. Giraud said if everything goes well, we can possibly open up next week if we get approval tonight. I have already received the fire marshal inspection and the health inspector is supposed to come this week. After that, I just need to get the occupancy permit which I was going to do on Monday or Tuesday. Mayor Countryman asked you are a winery, but where does the tulip come from? Mr. Giraud said my wife is a wedding florist, so I decided because she is the boss, to put our businesses together because we do not see each other enough as it is. My main warehouse is right there by McCaleb and that is where we store a lot of the wines. We came over here which is nine miles down the road and we just joined forces. We are doing Italian wines and then we are also doing florals where we can have workshops. We also have custom charcuterie boards, so it is Italian wine, florals, and custom charcuterie boards. We also give discounts to city officials, city employees, police departments, first responders, and teachers. We give a five percent discount for anybody and everybody in those realms. I think everybody that works for us is either a teacher or a retired veteran. Mayor Countryman said that is awesome. Great addition to that property too with the Meating Place. Mr. Giraud said Buddy and Rachel are awesome. They speak very highly of you. It has been fun working and getting that property up because that building, I think if I am correct, was built in the early 1900's. I have never seen construction quite like it. It is the tongue and groove. The floor is all wood, the walls are all wood, the ceiling is all wood. I have never seen so much wood in my entire life. The paint they put on the floor must have been from a battleship because it took us two and a half weeks to get it off, and that is with a floor sand. Mayor Countryman said it is not a huge place, but it becomes a very huge place when you have to sand it. Mr. Giraud said it should have been done in about four hours, but for some reason that paint was sand resistant.

Council Member Czulewicz said on your application you selected category E which is on premises consumption sale of beer, wine, and mixed beverages. Are you not selling wine to go? Mayor Countryman said you can consume it online. There are two different licenses. One is you cannot consume. You have to buy and leave. The other one is you

can consume and then once it is open, they can take it with them as well, so that is the on premise. You can consume on premise. Mr. Giraud said we actually have to reseal it before they can take it home. If they buy a bottle and they only drink half of it, right now we can recork it, wrap it in foil, and they can take it home. We have to get the approval, but what we would like to do is put a container on the back side of our property and actually make it like a cold container and put in wine coolers so we can have a wine club membership where people can actually put in their own wine so they can buy them from us, put them in there, and knock it out. Mayor Countryman said at one point we had one of those in here and it went really well. Mr. Giraud said we are very excited about our future in Montgomery. I have lots of family here, my wife has lots of family here, and we have more friends than we can count. If and when we open up next week, we already have 300 or 400 people that have said yes, we are coming. We are just trying to get it all finalized and off the ground.

Motion: Council Member Donaldson made a motion to accept the Alcohol Beverage License Application filed by Two Lips to Tulips. Mayor Pro-Tem Fox seconded the motion. Motion carried with all present voting in favor.

COUNCIL INQUIRY

Mayor Countryman said there is a resident here that has a 200 year old tree that fell. I believe the inside of the tree is hollow, reason why it fell, and wanted to know if we had any use or need for it, or if somebody wants to do any woodworking projects with it. I said I would ask.

Mayor Countryman said Lone Star Shuffle Card is still going on at all of our merchants around town. FYI: get your card today.

EXECUTIVE SESSION

14. Closed Session

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

A. Section 551.072 Deliberations about Real Property regarding potential lease.

At 7:03 p.m. Mayor Countryman convened the Montgomery City Council into closed session pursuant to provision of Chapter 551 of the Texas Government Code, in accordance with the authority contained in A. Section 551.072 Deliberations about Real Property regarding potential lease.

15. Open Session

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

A. **Section 551.072 Deliberations about Real Property regarding potential lease**.

At 7:11 p.m. Mayor Countryman reconvened the Montgomery City Council into an open session pursuant to provision of Chapter 551 of the Texas Government Code to take any action necessary related to the executive session noted herein, or regular agenda items, noted above, and/or related items.

No action taken.

CLOSING AGENDA

16. Items to consider for placement on future agendas.

Mayor Countryman said I do not know if we need to place it on a future agenda, but I have been asked about the funding for Memory Park. We talked to Public Works Director Muckleroy last night about upping the budget there because that water pump was $10,000 and that maxed them out. I thought if we put that on agenda, but Memory Park is asking for some additional financial help. Mayor Pro-Tem Fox asked do you know how much they were actually asking for? Mayor Countryman said I do not know. Council Member Langley said they can wait until we do the budget. Mayor Countryman said yes, on a future agenda. That is why I put it on. That is why I asked on this portion because the budget will be on the future agenda.

Council Member Czulewicz said since June is hurricane awareness month, I would like to see a presentation on the City's coordination with the county for hurricane preparedness. Chief Solomon asked when would you like to see it because we can actually send you everything. We have an emergency plan and we have a mitigation plan as well. Then we have a plan that we use in coordination with the county. Mayor Countryman said we also work with MISD too. Chief Solomon said that presentation could take 15 minutes to 30 to 35 minutes. Council Member Czulewicz asked can we do it at the next meeting? Chief Solomon said yes. Can I do 15 minutes? Council Member Olson said absolutely.

Mayor Countryman said just FYI, for the next meeting, our Lake Creek High School Lions softball has won state, so we will be recognizing them at that next meeting. Wear your blue and gold.

17. Adjourn.

Motion: Council Member Olson made a motion to adjourn the Regular Meeting of the City of Montgomery at 7:14 p.m. Council Member Donaldson seconded the motion. Motion carried with all present voting in favor.

APPROVED:

_____
Sara Countryman, Mayor

ATTEST:

_____
Ruby Beaven, City Secretary

DRAFT

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By: Ruby Beaven**

Subject

Consideration and possible action on the Special Joint CC & MEDC Meeting Minutes of June 16, 2025.

Recommendation

Staff recommends approval of meeting minutes, as presented.

Discussion

Please see the accompanying minutes:

Special Joint CC & MEDC Meeting Minutes of June 16, 2025

Approved By

City Secretary	Ruby Beaven	Date: 07/31/2025

City of Montgomery
Joint Public Meeting
Special Meeting Agenda
June 16, 2025

OPENING AGENDA

1. Call Meeting to Order.

The City Council Joint Public Special Meeting of the City of Montgomery was called to order by Mayor Countryman at 6:00 p.m. on June 16, 2025, at City Hall 101 Old Plantersville Rd., Montgomery, TX and live video streaming.

With Council Members and MEDC Members present a quorum was established.

Present:	
Mayor	Sara Countryman
Council Member Place 1/MEDC Treasurer	Carol Langley
Council Member Place 2/MEDC Board Member	Casey Olson
Council Member Place 3	Tom Czulewicz
MEDC President	Jeff Angelo
MEDC Vice-President	Arnette Easley
MEDC Board Member	Dan Walker
MEDC Board Member	Wade Nelson

Absent:	
Council Member Place 4, Mayor Pro-Tem	Cheryl Fox
Council Member Place 5	Stan Donaldson
MEDC Secretary	Ryan Londeen

2. Pledges of Allegiance.

Mayor Countryman led the Pledges of Allegiance.

PUBLIC FORUM

No comments received.

SPECIAL AGENDA

3. Discussion with Retail Strategies regarding the two contracts: (1) Downtown Strategies and (2) Retail Recruitment.

The discussion highlighted ongoing retail recruitment efforts for Montgomery, Texas, emphasizing strategic market analysis, demographic profiling, and targeted outreach to potential retailers, especially emerging and trendy brands. Madison Neal and Megan Jimenez of Retail Strategies presented a comprehensive update on their three-year plan, trade area analysis, and ongoing engagement activities, while also addressing concerns about the effectiveness of current strategies amid rapid local growth. They underscored

the importance of communication, confidentiality, and community involvement in attracting retailers and maximizing property utilization. The conversation also touched on the timing of outreach, the need to review confidential prospect lists, and the balance between proactive marketing and organic interest, all aimed at solidifying Montgomery's position as a desirable retail destination despite challenges posed by nearby markets and internal growth dynamics.

4. Discussion and review of Retail Strategies – Downtown Strategies initiative and the 5-Year Strategic Action Plan.

The discussion centered on evaluating the value and effectiveness of the current downtown redevelopment and retail strategies, with some members expressing skepticism about the $25,000 allocated for retail support, suggesting it might be better spent on matching grants or direct community involvement rather than paying for external consultants who haven't demonstrated substantial value. There's a consensus that ongoing efforts should focus on grassroots initiatives, volunteer engagement, and leveraging local stakeholders and developers to drive beautification and revitalization projects, rather than relying heavily on external agencies. The group emphasized the importance of actionable plans, accountability, and community-driven progress, with some members advocating for a cautious approach to spending and strategic planning to ensure resources are used efficiently and effectively to meet tangible goals.

5. Consideration and possible action on the Professional Services Agreement to Provide Consulting Services between the Montgomery Economic Development Corporation (MEDC) and Retail Strategies, LLC for Downtown Strategies.

The discussion centered on the Professional Services Agreement to Provide Consulting Services between the Montgomery Economic Development Corporation (MEDC) and Retail Strategies, LLC for Downtown Strategies.

Motion: Council Member Czulewicz made a motion to reject the continuation of the Professional Services Agreement to Provide Consulting Services between the Montgomery Economic Development Corporation (MEDC) and Retail Strategies, LLC for Downtown Strategies. MEDC Board Member Walker seconded the motion. Motion carried with all present voting in favor.

6. Consideration and possible action on the Professional Services Agreement to Provide Consulting Services between the Montgomery Economic Development Corporation (MEDC) and Retail Strategies, LLC for Retail Recruitment.

The discussion centered on the Professional Services Agreement to Provide Consulting Services between the Montgomery Economic Development Corporation (MEDC) and Retail Strategies, LLC for Retail Recruitment.

Motion: Council Member Olson made a motion to reject the continuation of the Professional Services Agreement to Provide Consulting Services between the Montgomery Economic Development Corporation (MEDC) and Retail Strategies, LLC for Retail Recruitment. MEDC Vice-President Easley seconded the motion. Motion carried with all present voting in favor.

COUNCIL INQUIRY

No Council Inquiry discussed during this meeting.

CLOSING AGENDA

7. Adjourn.

Motion: Council Member Langley made a motion to adjourn the Joint Public Special Meeting of the City of Montgomery at 7:18 p.m. MEDC Vice-President Easley Seconded the motion. Motion carried with all present voting in favor.

APPROVED:

_____

Sara Countryman, Mayor

ATTEST:

_____

Ruby Beaven, City Secretary

DRAFT

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By: Ruby Beaven**

Subject

Consideration and possible action on the City Council Regular Meeting Minutes of June 24, 2025.

Recommendation

Staff recommends approval of meeting minutes, as presented.

Discussion

Please see the accompanying minutes:

City Council Regular Meeting Minutes of June 24, 2025

Approved By

City Secretary	Ruby Beaven	Date: 07/31/2025

City Council
Regular Meeting Minutes
June 24, 2025

OPENING AGENDA

1. **Call Meeting to Order.**

   The City Council Regular Meeting of the City of Montgomery was called to order by Mayor Countryman at 6:00 p.m. on June 24, 2025, at City Hall 101 Old Plantersville Rd., Montgomery, TX and live video streaming.

   With Council Members present a full quorum was established.

Present:	Mayor	Sara Countryman
	Mayor Pro-Tem	Cheryl Fox
	Council Member Place 1	Carol Langley
	Council Member Place 2	Casey Olson
	Council Member Place 3	Tom Czulewicz
	Council Member Place 5	Stan Donaldson

2. **Invocation.**

   Council Member Czulewicz gave the invocation.

3. **Pledges of Allegiance.**

   Mayor Countryman led the pledges of allegiance.

PUBLIC FORUM

No inquiries were received.

PRESENTATION

4. **Proclamation Honoring Eagle Scout Cohen B. Rogers.**

   Mayor Countryman read a proclamation honoring Cohen B. Rogers for his achievement of the rank of Eagle Scout.

5. **Proclamation Honoring Lake Creek Softball Team.**

Mayor Countryman read a proclamation honoring the Lake Creek Softball Team for their success of being the UIL 5A Division 2 Softball State Champions.

6. Presentation of the City's Emergency Management Plan.

Chief Solomon stated Council had asked for an update about emergency management. He said I sent all those forms on our resources and things we do. The problem with emergency management from our end is educating people on when these hurricanes are coming. When we look at a hurricane, you are talking about the preparedness part. The preparedness part is probably the most important part. We send out pamphlets all the time for emergency management and what we try and get people to do is to get prepared. I bet you there is not anyone in this room who does not find themselves thinking it is not going to hit my house and then next thing you know, your roof is coming off. We get people displaced and a lot of times what this does for us as first responders, it puts us in harm's way because now, we have to come and get you. We have a fire department who has a swift rescue team and we ourselves have a flood truck where we can come out and get you. In order to do that, our officers are trained to be in front of that truck with some type of a harness on. They have to walk that flood and we have to have people on the side to make sure that they do not drown, so it starts to put you in harm's way. What we ask is that people start to prepare themselves. We put these pamphlets in our bills, but also, these pamphlets give you 36 hours before a hurricane and they give you 18 hours before on what to prepare, and what to do six hours before. These things are truly, truly helpful. We did this at one of the churches. We enlightened them on how to get ready. You would be surprised how many people called us back and said this was a huge help to them. That is what we are really trying to do is make sure the people are prepared for these hurricanes, and are prepared to get going. We have also the alert system that we told you about. That alert system is on our site and you can sign up for it. At this point now, I think we have 2,485 people that are in our contacts. It not only comes for here, the part that you see off to the blue where it says sign up directly, that is for anybody who has a cell phone or wherever they answer the phone at. If you put your number in there, those people will call you and alert you at that time. There is nothing better than getting one of these alerts. Again, that is where you can come to what we have as resources. We put a ton of things together for resources. We have rescue resources, high water vehicles. The fire department has swift water training guides. We also have a drone that we put up to find people. We have the shelters. A lot of times Council gets people calling and asking where are the shelters at? We put the shelters in those reports for you so when you are called, they know these are not resources that we think we have. These are proven resources that we put together with the message boards and the social media. The alert system and all those things are here. As a small city, we put these things together and you cannot hardly find it because if you read the MOU we have at the county, what does it say? That part that was in yellow said save your own self because we are not coming. That is how it is. When I came here, that is what we talked about. What we were going to put together to take care of the people of this City. With all the development coming to this City, I looked the other day and without the BCS places coming, it is 1,950 homes that will be built in probably about the next three years. If you take and put four people in each one of those homes, you are talking about another 7,000 people, so we are looking ahead. We are looking at programs that will help us digitize all

of these subdivisions and the businesses that are coming here. As a police department, we are looking at the future and we are looking at software that will help us to not only fight crime, but also when you come to this emergency management to help us do that, because at some point, if we are not building on those 1,900 houses that are coming here, that is going to put about another, if we take the cars, 600 - 800 cars on the streets here. When we are talking emergency management, for us, it is either man-made or it is natural, so we are looking at it all. Hopefully, you took the things that we gave you, read them, will keep them, and understand them. If you need to know anything, just have people give us a call. We are ready here in Montgomery.

CONSENT AGENDA

7. **Consideration and possible action on the Joint Special Meeting Minutes of April 29, 2025.**

8. **Consideration and possible action on a Resolution of the City Council of the City of Montgomery, Montgomery County, Texas, appointing a member to the Montgomery Planning and Zoning Commission for an unexpired term.**

Motion: Council Member Olson made a motion to accept the consent agenda as presented. Mayor Pro-Tem Fox seconded the motion. Motion carried with all present voting in favor.

Discussion: Mayor Countryman asked Mr. Jeff Glaser if he would like to say a few words. Mr. Glaser said I am putting in for the Planning and Zoning Commission. The reason is because I was a retired police administrator and I have worked with the city council where I worked quite a bit. I want to do that where I live, so that is why I put in for it. Mayor Countryman said I appreciate it. Thank you for wanting to serve.

PUBLIC HEARING

9. **Convene into the Public Hearing on the request for a special use permit for a fast-food restaurant with drive-through service at 21049 Eva Street.**

Mayor Countryman convened the Montgomery City Council into a Public Hearing at 6:15 p.m.

Discussion: Mayor Countryman said I did not sign up, but I would like to say I am opposed to this fast food restaurant at this location. I am okay with the fast food restaurant, especially this brand in this City, just not at this location. I do not think it serves the community and the aesthetics in the City that we would like to have. I am concerned with the traffic it will potentially cause a traffic jam and the flow of traffic on FM 149 and SH-105 with the entrance and exit on the southeast side of FM 149 and on the northeast side of SH-105.

Mayor Pro-Tem Fox said I also would like to speak on the same thing because I am totally opposed to that location for that particular restaurant because it is a drive-through. I like

Jack in the Box, but not at that location. I have lived here for 50 years and I can see so much traffic there, especially when the elementary school, which is on the south side gets out, and even when the Montgomery High School gets out. It would just really not be good for any of the residents that live here. I am definitely opposed to it.

Council Member Olson said as far as the fast food restaurant is concerned, I have no opinion one way or the other. My concern is with the way that the applicant has had to jump through some hoops. We have several fast food restaurants with drive-throughs. Not one of them, not one has been forced to get a special use permit until now. I do not appreciate the manipulation of how we enforce it when we feel like it and that is it. Council Member Donaldson said let me say on that point, we have different people in charge now and interpretation is different when you have different people come on board and different locations, and the fact that the little public response I have received has not been positive. It puts us in a hard place because legally speaking, we cannot force them not to be there, but technically, most people do not want them there I am sorry to say. We would love to have them in town, we just do not feel like that is an adequate location.

Mayor Countryman reconvened the Montgomery City Council into a Regular Meeting at 6:18 p.m.

REGULAR AGENDA

10. Consideration and possible action regarding a request for a special use permit for a fast-food restaurant with drive-through service at 21049 Eva Street.

Code Enforcement Officer and Planning/Zoning Administrator Tilley said I wrote a brief background of how this has evolved. When it started, when we had the first call for a public hearing, it was tabled by the City Council at the March 25, 2025 meeting, pending additional information and to be revisited on April 22, 2025. It is required to be reviewed by the Planning and Zoning Commission, so it did go to the Planning and Zoning Commission on April 1, 2025. They had also made the decision they wanted to wait for additional information such as a traffic impact study. On April 22nd, the second time that the City Council called for the public hearing to be scheduled for June 24th, which is today, they did approve that and that is why we are having the public hearing now. The Planning and Zoning Commission, due to a lack of a quorum on June 3rd, was going to review the application with Planning and Zoning Commission, but because of the lack of quorum, it was rescheduled to June 11, 2025. On June 11, 2025, they recommended denying the application because of the lack of information that they had requested to be provided and you will see that in the memo that is attached. Just as a reminder, when it comes to voting on this special use permit application, you are required to have a four-fifths vote for this special use permit application.

Council Member Langley asked have you received any information from them since the Planning and Zoning meeting? Code Enforcement Officer and Planning/Zoning Administrator Tilley said I still have not received any information. Council Member Langley asked so you still do not have a traffic study? Code Enforcement Officer and

Planning/Zoning Administrator Tilley said I have not received anything. I do not know if the engineers have. Council Member Langley asked if there is anyone representing here? Code Enforcement Officer and Planning/Zoning Administrator Tilley said I emailed them and informed them of each of the meetings that were scheduled. Council Member Donaldson asked we do not have a traffic impact analysis? Mayor Countryman said no. We do not have full information to make an informative decision for lack of engagement on their part. An individual vote was taken by Mayor Countryman:

Council Member Langley, Place 1 - No
Council Member Olsen, Place 2 – Yes
Council Member Czulewicz, Place 3 – No
Mayor Pro-Tem Fox, Place 4 – No
Council Member Donaldson, Place 5 - No
Mayor Countryman stated that is a four-fifth vote of no, so this did not pass.

Motion: Council Member Olson made a motion for consideration and possible action regarding the request for special use permit for a fast food drive-through service at 2149 Eva Street. Council Member Czulewicz seconded the motion. Motion denied with 4-Nay and 1-Aye vote by Council Member Olson.

11. Consideration and possible action regarding approving expenses for removing dead cedar trees at Cedar Brake Park.

Public Works Director Muckleroy said we had several cedar trees that died this year not just in the park, but we see them in other areas as well, probably from the drought last year. It is unfortunate, but it happened and so they need to come down before they become a hazard. We use Rockco Tree Service a lot. They did great work for us, but we had a gentleman request to put in a quote so we are willing to give him a shot. It is a good price. He may be just trying to get his foot in the door with us, but he has insurance and good reviews online. We are willing to give him a shot. He is going to do some extra grinding on some stumps that are already there for us free of charge, so that is my recommendation. It is coming before you because we technically have $10,000 in the line item for Cedar Brake, but we are already through that this year. Mayor Pro-Tem Fox asked how many trees? It said 34. Public Works Director Muckleroy said one said 34 and one said 38. Mayor Pro-Tem Olson asked is that all in Cedar Break Park? Public Works Director Muckleroy said yes. We are going to look at planting some more this next year with some of the increased funds we hope to get. Council Member Donaldson asked do we have more stumps than we have trees? One quoted 52 tree stumps. Public Works Director Muckleroy said there is a handful of stumps there already from previous trees coming down. Mayor Countryman asked Public Works Director Muckleroy you said they were insured, but do they have to be insured and bonded or just insured? Public Works Director Muckleroy said just insured. General liability insurance. Council Member Langley said I think he did some trees on College Street for a resident and it was clean. Public Works Director Muckleroy and I believe he is the gentleman that used to live in town. Mayor Pro-Tem Fox said it says he lives on Shannon Circle now. Public Works Director Muckleroy said that may be the office, but I believe he is the guy that used to live by the hair salon there by Louisa Street.

Motion: Council Member Donaldson made a motion to approve expenses for removing dead cedar trees at Cedar Brake Park. Mayor Pro-Tem Fox seconded the motion. Motion carried with all present voting in favor.

12. Consideration and possible action on a variance request related to the required utility easement and vegetative setback for the HEB development (Dev. No. 2402).

City Engineer Chris Roznovsky, WGA, said starting on page 75 in your packets, you will see this item. I will give an overview and HEB is here as well to answer any questions specifically you have for them. There are two main variances they are requesting. The first variance is for to not utilize or occupy the 16-foot utility easement along the front edge of SH-105 and instead, to place the proposed utility extensions in the SH-105 right-of-way. The second one is regarding the landscape setback at the rear of the property. You are required to 25 feet abutting the single family properties. They are requesting a 20 foot in the section due to some grade issues. I will hit each of these individually. Planning and Zoning did review this at their June 11th meeting and they do recommend approval of both of these variances.

City Engineer Roznovsky said item one is the easement. What is being proposed is they are required to extend water and sewer along the front edge of SH-105 where they serve the property and step it out to their eastern most boundary to keep it going in the future. The City's initial request was that they put those within a utility easement. It is stated in the code that per a request, an easement will be provided for that. Their request is to not do that, and to put them within the right-of-way because of site constraints. They have some retaining walls, the fuel station, tanks, etc. that eat into the usability of the site. Our concern with that, and is what is stated in the letters, is obviously, if TxDot expands and creates a conflict with the utilities, it is on the utility owners and the City's responsibility to relocate. However, when you look at the exhibit in your packets further back, there is a colored aerial exhibit. You will see the approximate distances that we are talking about of roughly 70, 80, to 95 feet from the edge of existing pavement to where these utilities are being proposed, which is a lot of expansion space. Though it is factual that if TxDot expands and if there is a way, it would be at the owner's cost. Likelihood of expanding 90 more feet of pavement on this section on SH-105 is low probability. HEB is doing work on FM 2854, and so any relocations or adjustments from their turn lanes and other things they are doing are taken care of at that time, which is where the utility is today, but more likely than seeing an expansion on SH-105.

City Engineer Roznovsky said the second item is on the setback. If you look at page 83 of your packets, you see an exhibit showing the proposed site plan and then an arrow pointing to where that setback is. You will see there is a grade difference. In order to be able to construct the retaining walls, they need to reduce that by five-feet to give them the space to do so with working on their site plan. I think that yes, there is a risk on the utilities, however, as far as actualities, HEB can also answer some questions. Council Member Czulewicz said I think I would anticipate a right turn lane going along there for traffic going on to SH-105. City Engineer Roznovsky said if you look on that exhibit, the arial

one, you will see it is kind of roughed in the future right turn lane expansion for HEB. That is an HEB plan set to do. These are off of aerials, but approximate from the edge of that expanded turn lane to the utilities, it is still that 79, 80 feet. Council Member Olson asked hypothetically, if we said no, you have to give us the easement and TxDot did want to expand, would we still have to move it on our own cost anyways? City Engineer Roznovsky said only the portion that is within TxDot's right-of-way. Right now, your utilities are in TxDot right-of-way, right at the corner. The proposed alignment was taken from that point to go directly on the property line and so that cost of relocating on the corner would be bordered by the City because that is where they are today. This is way out there, but in the event that TxDot was trying to acquire right-of-way within the easement, they would then be responsible for that relocation cost. Council Member Olson asked can we just write it in that since they did not give us an easement, that if they have to move it, they have to pay for it? City Engineer Roznovsky said as far as how that holds up, I do not know. Council Member Olson said I am just asking. City Administrator Brent Walker said with TxDot it seems like it is always whoever was there first. Council Member Olson said right. I mean put it on HEB since we did not get the easement for it. It is their choice to put it in the right-of-way. City Engineer Roznovsky asked City Attorney Petrov if there is no easement, could the City defer the risk or put the risk back on HEB that has to be relocated? City Attorney Petrov said that would be subject to HEB's agreement.

Mr. Edward Leon with Westwood Professional Services, the engineering firm working with HEB on this project. If you have any questions for us, we would be happy to answer. City Engineer Roznovsky did a great job on where the request is coming from, not necessarily just a preference per se, but we have a lot of site constraints. If you are familiar with this property, we have roughly about 50 to 60 feet of fall which is going to require cables around the site, on top of, as you know, HEB is a very popular user, so we need to make sure that we have enough parking to provide to the customers. We are also including a fuel station which we are trying to make it as best we can accessible for people with large vehicles possible. With all that, keep in mind the extra 16 feet at the front and the extra five feet at the back of the variances make a big difference. It also creates a big impact on how can we try to mitigate not having trucks interacting with the regular public and try to keep all trucks in the back of the store. Those are the five feet and the 16 feet that we can adjust that will give us enough room to be able to dictate the trucks to do their maneuvering in the back of the store to protect the general public as they go in and out of the store. Council Member Czulewicz asked is that third driveway on the drawing for FM 2854 a driveway for the trucks to go to the back of the building? Mr. Leon said correct. That is the idea and the intent. It is an open drive so everyone could access it. It is not going to have any type of truck only access type, but yes, mainly trucks will be requested to take that route. Mayor Countryman asked is the driveway north of that, the middle driveway, is that just a right-hand turn lane only because I did not notice the triangle that shows it to be a left-hand, right-hand turn lane? Mr. Leon said I believe that will be the first router closer to FM 2854 that you might be referring to. The middle one, that is your regular driveway. The northern drive closer to the intersection will be just the right-hand lane. It is a right-in, right-out traffic from the intersection and then the queueing. Mayor Countryman asked how many parking spots are going to be here? Mr. Leon said I do not have the exact number, but that requirement goes over 600. Mayor Countryman said in our meeting I thought it was over

600. I thought that was important to note. Just to put that in perspective, on the BCS capital project they are having about 600, so this is going to be more than that. That is how much traffic is going to be going in and out of here. It is very exciting for sure, but we need to ensure that the traffic flows.

Motion: Council Member Olson made a motion to approve the two variance requests related to the required utility easement and vegetative setback for the HEB development (Dev. No. 2402). Mayor Pro-Tem Fox seconded the motion. Motion carried with all present voting in favor.

13. WGA and Staff recommend that the Council provide comments to the Development Agreement between the City and Superior Properties of Texas, LLC as presented.

City Engineer Roznovsky said starting on page 86 of your packets, just to reorient everyone where this property is, there is a site, just a vicinity map, showing you this is over next to the Lone Sar Community Center on the northwest corner of FM 149 and Lone Star Parkway. This is for their development agreement. They have already gone through the rezoning of a portion of the property for multi-family. I will hit the main points in the agreement. One is they are doing a couple water line projects. There is one waterline project that they will design and construct. That is for the large cap across Lone Star Parkway in order to serve the multi-family portion of the site. The second is the water line that will serve the commercial. This goes along by upsizing the water line with Lawson, circling it back to connect to Simonton to create a waterline loop. Since that serves existing customers and impacts people that are currently there, that one would be designed and constructed by the City at the developer's expense. The multi-family one, if it gets messed up, that affects them, and the other one it is in the City's hands with coordination with existing residents. On page 90, it talks about funding of those. Again, all costs of those are covered by the developer for all those, the City will take over the ownership of those lines once they are complete.

Moving on to wastewater, it would only serve them. No one else bought into it, so they would do the design and construction of that sewer line which is along the northern right-of-way of Lone Star Parkway, along the property to serve their site.

On page six of the agreement, the road improvements, a couple things to note that were big at the time when we were discussing this agreement was the connections to Simonton and Lawson. They are only for emergency access. They are not for people to go in and out onto those roads and so that is listed in here in section 2.2 that they are to remain dead ends or gates and lock boxes for emergency services only. Mayor Countryman asked and no construction traffic on those roads either? City Engineer Roznovsky said we reviewed their plans and it is not specifically stated in here, but their stabilized construction entrances for trucks will be off of Lone Star Parkway. Only construction traffic will be there to put in the water lines. Mayor Countryman asked should there be construction traffic on those streets, is there consequences? Those streets cannot handle it. A) they are small, and B) we are going to have to repair them should there be issues and those streets are shall I say, fragile. City Engineer Roznovsky said right. As far as the waterline construction goes, that

will be part of the contract. If it gets damaged during construction, it has to be fixed by the contractor. That contractor is working at the City's direction, but at the cost of the development. It is not a full redo, but for any additional damages that occurred. As far as the construction of the private site, we will make sure that as part of their plan approval, that they do not have access off of Simonton and Lawson to do that work and just make that abundantly clear. Chief will be aware and code enforcement will be aware to be on the lookout. Mayor Countryman said I am just leary because we have security looking at watching water and they are having water theft so you tell them they cannot do it, they are going to. Council Member Czulewicz said the streets on the plat are shown as private streets. We are not going to be taking ownership, right? City Engineer Roznovsky said you are not. The multi-family site, those are all private streets, private parking, everything between those buildings. Then, there are traditional retail and the storage complex that are all private access. Council Member Czulewicz asked so our only responsibility lies in the infrastructure of the water and sewer? City Engineer Roznovsky said yes, water and sewer lines in the portions of those that are public, so not the line that extends all the way up into the development, but the portion that is along the right-of-way. Council Member Czulewicz said so once it goes through the gates, we are responsible. City Engineer Roznovsky said that is correct.

City Engineer Roznovsky said some other highlights of the agreement include section 2.3, development regulations. Do you remember at the time there was concern about off street parking? Council Member Olson said real quick, on the private streets, we need to make note in some part of the agreement somewhere that at any point, if they want to bring those streets back to the City that they must be brought up to our standards, no questions asked. City Engineer Roznovsky said correct. This is not going to be platted as private streets. They are going to be platted as a multi-family reserve, not private right-of-way to individual access versus the neighborhoods that you have had in the past. They are platted as individual lots with a private right-of-way overlapping access to utilities. This will function more like any of the other apartment complexes in the City, that there is a gate and behind the gate is all private. It is a different style. Council Member Czulewicz asked are these all single story units? City Engineer Roznovsky said I do not believe so. I believe they are multi-story. Council Member Czulewicz said I am looking at square footage and that is awfully small, 953 square feet. Council Member Donaldson said initially they presented drawings that show two stories. City Engineer Roznovsky said yes, there are two stories.

City Engineer Roznovsky said back to the agreement, one of the items that was also a concern a while back was the off street parking. That is section 2.3 regarding the off street parking requirement, which is two vehicles per unit, plus the additional space is called the commercial development. Another that is restated in here is the vegetative setback between the property and the properties on Lawson and Simon. Mayor Countryman asked is that 25 feet? City Engineer Roznovsky said yes. It also talks about the commercial lighting. Again, it is in your ordinance, but agrees that lighting is directed away from the homes and toward the street, not toward the homes. The rest of the agreement in section 3.1 is standard legal language that as an engineer I will skip over. Those are the main points. Mayor Countryman said I am all for it, I just do not want the lawsuit in the 17 streets to be disturbed.

Motion: Council Member Olson made a motion to accept the Development Agreement between the City and Superior Properties of Texas, LLC as presented. Council Member Czulewicz seconded the motion. Motion carried with all present voting in favor.

14. Consideration and possible action on the MOU for the Villages of Montgomery Development (Dev. No. 2502).

City Engineer Roznovsky said if you look on the next page following the cover, you will see a reminder of where the extent of this tract is, followed by the updated MOU. Council did review a draft of this a couple meetings ago. You all provided some comments to access and two other things that I will point out that is included in this. The developer has reviewed and has signed this version of the agreement. What this does is as soon as Council is okay, it will be executed and then the full development agreement will get started with these terms in here. As a reminder, this development is around 50.4 acres. If you look on page two of the memorandum of understanding, page 128 of your packets, item one talks about the mix of that development of 137 single family units with ranging sizes from the alley load to the traditional single family. The variances that were approved back on May 27th are listed in here. Those are already completed. Item three talks about they will be submitting a rezoning application for the single family and commercial just based on their land and zoning today, it is tweaking to get those to line back up. Then, we will be constructing water line improvements and sewer improvements. That is all at their expense. They will be extending Caroline Street through, as well as sidewalks all the way to the west side of the park, so there is pedestrian connectivity between the two. On the third page, item 10, this was made abundantly clear that there is no connection from runways to College Street. If you look on the exhibit that is included, that page after I grabbed a wrong version, it shows that connection. That is not accurate. The signed version of what Parkside has agreed to is that there is no roadway connection onto College Street. Council Member Donaldson said basically it will be a dead end. Mayor Countryman said it will remain the same. City Engineer Roznovsky said right. College Street will stay a dead end. They will loop the water. They will connect the water line to it. Right now, College Street is a dead end water line, so they will provide an easement to close the water line loop, but not access onto College Street. Access will be from SH-105 and Caroline. The other item, item four is regarding a potential MUD. Either creation of a new or annexing into an existing MUD for them to finance their project. They still have to come back for formal City consent, but just getting everyone up to speed that that is the plan for them to more than likely annex into one of the neighboring MUDs for taxation and financing. Mayor Countryman asked would that be like Tri-Pointe's MUD? We have the process started.

Mayor Countryman said I am excited about the development. I think that is going to bring a lot to our downtown and I appreciate the connectivity so that the homes over here can walk or take a golf cart since we are such a golf cart community downtown, and it keeps our residents tax dollars here. I appreciate that.

DRAFT

Motion: Council Member Olson made a motion to accept the MOU for the Villages of Montgomery Development (Dev. No. 2502). Council Member Donaldson seconded the motion. The motion carried with 4-Ayes and 1-Nay vote by Council Member Czulewicz.

15. **WGA and Staff recommend Council authorize the Mayor to sign the MOU and allow City staff and consultants to begin coordinating with the Developer to draft the Development Agreement.**

City Engineer Roznovsky said the wording I know is a little bit odd, but if you look on page 131 in your packets, you will see this is regarding the Mia Lago Reserve development. This is the MOU for that development. It is very similar to the last process. You saw a draft of this at that same meeting. Comments were received and addressed. The developer has executed and so I will hit the highlights of it. On the next page, you will see a reminder where this development is located, followed by the updated MOU. What is in here is just a reminder this is 59 and 3/4 acre lots. They are not requesting any variances for lot size or setback or anything regarding development. This development currently is not within the City's city limits, so they will be petitioning for voluntary annexation into the City. Item four is more of a cleanup item. The Public Utility Commission shows that there is a portion of the property that may be in the CCN. It is likely a mapping issue, but we are making it very clear to them that is their responsibility to get that in writing if they are not in the CCN and provide that to the City at their expense. Item five is more of a note that they have requested to do on-site sewer septic systems per each lot, versus connect to the public sewer system. The comment received when the draft was presented was talking about not coming back and so that was the last sentence added. If Dunhill grants variances for individual onsite sewer facilities, future property owners, or an HOA, the subject tract cannot request future connection to the City sewer system to address the concern. Again, someone trying to come back in the future and then the rest of it is pretty straightforward. They will construct the water lines on the site. They will tie in the two locations as well and Mia Lago Drive and Lone Star Bend to help close those water line lifts, and they will submit plans for approval. There is no wording in here regarding a potential MUD. Mayor Countryman asked so we will not be able to bill for the sewer portion, but we will be able to bill for the water and the garbage portion? City Engineer Roznovsky said correct. It is the same thing for the impact fees.

Motion: Council Member Olson made a motion to authorize the Mayor to sign the MOU and allow City staff and consultants to begin coordinating with the Developer to draft the Development Agreement. Council Member Czulewicz seconded the motion. Motion carried with all present voting in favor.

Mayor Countryman stated we will be skipping item #16 as well as #18 through #21. The next item will be item #17 on the agenda.

16. **WGA and Staff recommend Council authorize the Mayor to sign the MOU and allow City staff and consultants to begin coordinating with the Developer to draft the Development Agreement.**

This item was pulled from the agenda.

17. Consideration and Possible Action regarding the approval of Change Order No. 2 to upsize the well motor and pump at Water Plant No. 2.

City Engineer Roznovsky said starting on page 144 of your packets regarding the change order, the well has been dug, the testing was completed, and the actual water level versus what the hydrogeologist report showed was lower. Therefore, in order to get the efficiency back up, the recommendation is to change out from a 60 horsepower pump to a 75 horsepower pump. We had optimal operating efficiency of it for both operating costs and long-term wear and tear on the equipment. That resulting change was a $20,500 price increase for that increased pump size, as well as 14 days while they wait for the equipment to be installed. Mayor Countryman asked how did we not know that it was going to be a 75? Tell me how we got there. We budgeted for 60. City Engineer Roznovsky said it is all based on the water. The hydrogeologist report is based off of global study data, not site specific, and until they actually dug the well to see. The other thing is the water surface elevation changes throughout the year. We are taking this during the summer, so likelihood is it will rebound like we see during the non-peak months. It will be a plus. Essentially, we are optimizing the efficiency of the well for the lower setting where we have during the summer low water levels. Now it has not been pumped out of that area, but in general, you see the trend in the summer. It is just more of a difference between what the study believed that the water surface elevation would be, to what the actual was when they actually dug the hole. Mayor Pro-Tem Fox asked if that is not going to go live until after August? City Engineer Roznovsky said the final completion of the project. The project as a whole, the ground storage thing is complete, the piping is complete, so now it is just getting this motor in, put it down the hole, finish the electrical, and get it started. The two weeks is more of just the delay and getting that motor put back in. Its final completion is in August and hopefully, substantial completion is sooner than that. Council Member Donaldson asked do you foresee any more changes that might come up that might prevent us from opening up in August? City Engineer Roznovsky said I do not. This was the last piece. We went through some questions that we had. Any time that we are changing, especially on an existing plant that is older electrical, we had to make sure that all electrical engineers went out and confirmed that there is no additional changes and they do not plug in the 75 horsepower pump and say the electrical now needs to be upgraded, so they have covered that. All the rest of the work is pretty well complete, so this is really the last. Mayor Pro-Tem Fox said but technically, except for location, it is a brand new well. City Engineer Roznovsky said correct. Council Member Olson said I do have one question about the depth. Do you know how much deeper it was? I mean 15 horsepower is quite a bit. City Engineer Roznovsky said I do not have that in front of me. Council Member Olson said my concern is that we were basing our well depth based off of certain aquifer thickness, so we had to drill farther to hit that aquafer. Do we still have the same capacity? City Engineer Roznovsky said yes. The testing is still coming back on 500 gallons per minute. On the well that failed, it was 270 to 300 gallons. Mayor Countryman asked if this pump were to go out, I think we have additional pumps right Mike? Public Works Director Muckleroy said no, these are not the kind of pumps that you have laying around, but you can get a rental. When we had four go down, we had a rental within the day.

DRAFT

Motion: Council Member Donaldson made a motion to approve Change Order No. 2 to upsize the well motor and pump at Water Plant No. 2. Mayor Pro-Tem Fox seconded the motion. Motion carried with all present voting in favor.

18. Consideration and Possible Action on the Acceptance of the public lift station located in Briarley Phase 1A Section 3.

This item was pulled from the agenda.

19. Consideration and Possible Action on the Acceptance of the Public Infrastructure on Briarley Phase 1A Section 1.

This item was pulled from the agenda.

20. Consideration and Possible Action on the Acceptance of the Public Infrastructure on Briarley Phase 1A Section 2.

This item was pulled from the agenda.

21. Consideration and Possible Action on the Acceptance of the Public Infrastructure on Briarley Phase 1A Section 3.

This item was pulled from the agenda.

22. Consideration and possible action on a nomination to represent the cities in the county on the Montgomery County Emergency Communication District (MCECD).

City Secretary Ruby Beaven said the county sent over communication that their Board of Managers have two seats that represent us. One of them is coming up and we have an opportunity to nominate a new person or nominate to re-appoint our current representative Paul Virgadamo. We have to get a response back to them by July 18th. Once our nominations are in, then we will receive a ballot casting for the City's vote afterwards. Council Member Olson asked Chief Solomon if he dealt with this group directly? Chief Solomon said no. Mayor Countryman said the Communication District. Chief Solomon said we talked about that last time. Council Member Olson asked who was on it? City Secretary Beaven said the ones that we currently have on it right now is Paul Virgadamo and Kathy Reyer. Mayor Countryman said Paul Virgadamo used to be the City Administrator in Conroe for 20 something years and now he is at an engineering or consulting firm. Council Member Olson asked what if we do not vote at all? City Secretary Beaven said it is your choice.

Motion: Council Member Olson made a motion to nominate Paul Virgadamo's seat to represent the cities in the county on the Montgomery County Emergency Communication District (MCEDC). Council Member Donaldson seconded the motion. Motion carried with all present voting in favor.

23. Consideration and possible action on a Resolution of the City of Montgomery, Texas, approving an amendment to the City of Montgomery Policies and Procedures Manual, Section III. Compensation, Reference Number 3.02, Subject: Compensatory Time as attached as Exhibit A; and Further providing for effective date, severability, and finding and determining that the meeting at which this resolution is adopted was open to the public, that the public notice of time, place, and the subject matter of the public business to be considered was posted as required by law.

City Secretary Beaven said this is just human resource housekeeping. We currently have our compensatory time for our full-time employees for non-uniform at 40 hours. Our current uniform is at 120 hours. We are requesting to move the 40 hours to 80 hours for the non-uniform employees to make things a little easier on those employees that are juggling with overtime for events and other items to be able to not have to stress so much about trying to burn down their 40-hour comp, and still be able to meet their deadlines on items. Mayor Countryman said so what you are saying is we have a whole bunch of hard workers that we are working overtime. City Secretary Beaven said yes. Mayor Countryman said we appreciate that.

Motion: Council Member Donaldson made a motion to accept Resolution 2025-14, a Resolution of the City of Montgomery, Texas, approving an amendment to the City of Montgomery Policies and Procedures Manual, Section III. Compensation, Reference Number 3.02, Subject: Compensatory Time as attached as Exhibit A; and Further providing for effective date, severability, and finding and determining that the meeting at which this resolution is adopted was open to the public, that the public notice of time, place, and the subject matter of the public business to be considered was posted as required by law. Mayor Pro-Tem Fox seconded the motion. Motion carried with all present voting in favor.

24. Consideration and possible action on a Resolution of the City of Montgomery, Texas, approving an amendment to the City of Montgomery Policies and Procedures Manual, Section V. Attendance, Leaves, and Absence, Reference Number 5.04, Subject: Holidays as attached as Exhibit A; and Further providing for effective date, severability, and finding and determining that the meeting at which this resolution is adopted was open to the public, that the public notice of time, place, and the subject matter of the public business to be considered was posted as required by law.

City Secretary Beaven said again, another housekeeping item. This was brought up by the leadership team a few weeks back. The request was to bring this forward to ask if you would consider increasing the holidays to include New Year's Eve and Juneteenth Day. Council Member Olson asked so 14 paid holidays? Council Member Donaldson asked do these conform to national holidays? City Secretary Beaven said we do not have Columbus Day in there and I think there is one other one that is not in this list. Council Member Czulewicz asked if the national holidays they get they are paid also? City Secretary Beaven said we only recognize these that are on this list. Council Member Czulewicz asked so they do not get paid for the two that you mentioned? City Secretary Beaven said the New Year's Eve day and the Juneteenth Day, no. We are open for business. Council Member Donaldson asked are you asking for the full day? City Secretary Beaven said that is correct.

Motion: Council Member Olson made a motion to table this item. Council Member Langley seconded the motion. Motion carried with all present voting in favor.

Discussion: Mayor Countryman stated we have to state a date for the next City Council meeting. Council Member Olson said we need to have an executive session to be able to visit about it right? City Attorney Petrov said I am not sure this qualifies as an executive session item. Council Member Olson said then we would have to have a workshop or deal with it somewhere when we have an opportunity besides being sprung on it in a meeting. City Attorney Petrov said right, you might want to talk about it as part of your budget. Council Member Olson asked can we bring it into one of our budget meetings which is on the 8th or 9th and then our following City Council meeting after that? Mayor Countryman said there is a budget workshop on July 14th then it would come back on the 22nd. Council Member Olson said we would like to table it until July 22nd.

Mayor Countryman made an amendment to the motion that we table it until July 22nd. Motion carried with all present voting in favor.

25. **Consideration and possible action on a Resolution of the City of Montgomery, Texas, approving an amendment to the City of Montgomery Policies and Procedures Manual, Section V. Attendance, Leaves, and Absence, Reference Number 5.05, Subject: Vacation Leave as attached as Exhibit A; and Further providing for effective date, severability, and finding and determining that the meeting at which this resolution is adopted was open to the public, that the public notice of time, place, and the subject matter of the public business to be considered was posted as required by law.**

City Secretary Beaven said some of this is a request for a change and a part of this is housekeeping. The housekeeping part of this is we are currently on 26 pay periods and the way our system is set up for payroll is that we break out our vacation time based off of 26 pay periods. Our policy was written that we earn eight hours per month, but in all truthfulness, we earn 3.7 hours per pay period and it does not reflected accordingly. I am requesting to reflect the changes on this to be the exact way we would earn it through payroll, so when you have a month where we have three periods versus a month where we have two, our accrual would be accurate, versus the way it was written. The second request is that we have employees who are maxed out on the approval based off of their tenure and it has caused a little bit of disgruntlement with some of the staff. They feel that they are losing current time and not able to take that time because of how busy we are. They are asking for the cap to be removed. The leadership spoke about this and we are bringing this forward to ask for your approval on it that the cap be removed on employees being able to accrue their vacation time. However, the way this is written, it is written that the maximum accrual payout is going to stay the same. It is just that if an employee leaves employment, they will only get what was the max amount. That is in that last column on exhibit A which says max approval payout. Those numbers are what they are currently capped at. Right now, if an employee has 192 hours and next pay period they are earning another three hours, they will not get that three hours in their bank, but the way this policy would be

written is that they can continue to accrue that, but should they leave employment with the City, they would only get paid out at the 192 hours, so the liability on the books would not affect us any differently. Council Member Olson said I am going to throw a wrench in the whole accrual thing. It is very, very standard. I get paid on salary. I get paid 26, 27 times a year depending on the year. I accrue monthly, it does not matter. I still have to take it hourly, so it is really not about what you accrue. It is about this is how much that you get. It is this much a month. We have 12 months a year. I do not see the issue why we need to change it. I see the manipulation to bump it up, but I do not see the reason for it. City Secretary Beaven said you could have someone argue and say I am entitled to eight hours per month, but I am only receiving 3.7 hours per pay period, so I am not earning enough. Council Member Olson said pay periods do not change how many months in the year there are. City Secretary Beaven said I understand. Council Member Olson said you get eight hours for that month. That is how many. You get 12 months a year. How many times you get paid is irrelevant. City Secretary Beaven said I understand what you are saying. Council Member Olson said we could go to we pay you once a month, but we do it on a two week period. That is all that matters. We do not go by 80 hours. We go once a month. You get an accrual at the first of the month. That is pretty standard practice across HR, so I do not understand why it is a cleanup. City Secretary Beaven said the way it is written, we did change at some point. The sick time was changed to reflect the way the 26 pay periods accrues in the payroll system. I was trying to make this reflect the same way. Council Member Olson said no, I just see it as a manipulation, so I do not understand why it was an issue before. You get eight hours a month, you get 12 hours a month. That is how many you get. I can understand the cap, but the rest of it, it is not needed.

Mayor Countryman asked are you making a motion? Council Member Olson said not to deny it unless they want to change it. Only part of it would I agree to. Chief Solomon asked is it the part about the cap, the one you would agree to? Council Member Olson said yes. Chief Solomon said I have officers losing a lot of vacation time because they cannot take that vacation due to training, due to schedules, due to assignments. I do not care about holidays or the caps will no longer end up there for holidays, but here is the deal. On the cap on that, I would like that extended because at the point that they get to where they leave, then they only get paid for that amount, but they have the extension to take their vacation at some point without losing all that time. Council Member Olson said no, I totally understand the cap because they accrued it, they deserve it. They put the time in, they get the time, but as far as this other, I do not agree with it. I do not know how to make that motion because I do not want to make the motion to pass the entire item. Council Member Langley asked do we want to table it? Council Member Czulewicz said and discuss it in budget? Council Member Olson said yes, we can do that. let's table it until the July 22nd meeting.

Motion: Council Member Olson made a motion to table this item until July 22nd and discuss it in the next budget meeting on July 14th. Council Member Czulewicz seconded the motion. Motion carried with all present voting in favor.

Mayor Countryman stated item #26 will be discussed in executive session. We will move onto the departmental reports next and discuss item #26 after executive session.

26. Consideration and possible action on the HEB Development agreement.

DEPARTMENTAL REPORTS

27. May 2025 Court Report

Court Administrator Kimberly Duckett said for May 2025 the citations were 219 and the revenue was $39,780.87.

28. June 2025 PD & CE/PZA Report

Chief Solomon said you have the report in front of you. Are there any questions? Mayor Countryman said I happened to be part of a conversation right before this meeting and it is something that is stellar. We had an officer if you would like to please share. I think that would be wonderful. Chief Solomon said we have a young police officer here that finished at the top of the class and last night she was in your subdivision. A gentleman had a heart attack and his wife called the sheriff deputy next door. He said no, I will call the real police. After she called us, he was gone. She gave him CPR and she brought him back by the time EMS got there. He is at the hospital now. He is still in stable condition and he is doing better, but she did a really outstanding job. Mayor Countryman said Officer Pagan. Chief said while you are sleeping, they are taking care of business.

Code Enforcement Officer and Planning/Zoning Administrator Tilley said I do not have questions specific to any of those line items, but I did want to bring up the issue of conditional use permits. Just so you know, the special use permit that was discussed earlier is not the only special use permit that you will be seeing coming forth. There is a new bank. The bank has drive-thru tellers and teller machines, so you will be seeing a special use permit on that. There is a small retail center that is going to have, I think, a drive-up quick donut shop, and that is also going to have a drive-thru. Then, there will also be a discussion regarding a standalone car wash that will also be coming forth on special use permit because our table of uses in the zoning ordinance needs quite a pickup. It needs to be cleaned up and updated to current standards. The way the operations are evolving with businesses, we need to clean that up and that is why you are going to start seeing an influx of special use permits until we can update the table of uses, because there are lot of uses that are not listed in that table of uses that are just going to have to be talked about and you will have the opportunity to talk about them. It is meant to address noise, light, meat, possibly odors that could be coming through because of the location of some commercial businesses and its relation to residences, whether they are established already or new that is coming up. That is the reason why we have the special use permits and the one that we just talked about is not the only special use permit that is coming forward. Council Member Czulewicz asked could you submit recommended changes to our guidelines? Could you submit to the Council recommended changes to clean up the table? Code Enforcement Officer and Planning/Zoning Administrator Tilley said that is going to be a part of Chapter 98 that we are going through with KKC that we will have to discuss. Mayor Countryman asked where are we on those because they did a draft? We were supposed to have these a

year ago to get ahead of stuff like this. I guess in inquiry I will ask for an update. We have spent a lot of money and not getting anything. Code Enforcement Officer and Planning/Zoning Administrator Tilley said I was just bringing that up as part of my report so that you know what is coming up. Some of the notable things that we have been working on and especially with Rick, are the mobile home permit application processes. I do not know if you are aware, but there is a lot of single family residences, vacant lots, that people are wanting to place mobile homes on those vacant lots, just single vacant lots. We did not have a formal application process, a checklist, or anything like that and Rick and I worked together and we put a process and a checklist together. As these mobile homes start coming up, because there is an exception to the mobile home rule, it will be coming to City Council for you to review. Council Member Czulewicz asked are you differentiating mobile home and manufactured home somehow? Code Enforcement Officer and Planning/Zoning Administrator Tilley said right. There is HUD manufactured mobile home and that is what the City currently allows. Certain age, certain size requirements, all that yes. Also, we have added, I am sure you have heard of it, the temporary construction and construction trailer process, the sales trailer, the construction trailer. Rick and I also worked on that, had a checklist set up for it, and that is in play. Then, we also have a demolition permit process which we did not have before with an application. Mayor Countryman said on here you have wayfinding signs. Where are we on that? Code Enforcement Officer and Planning/Zoning Administrator Tilley said on the wayfinding signs, I have two signed contractors that will be giving us quotes. These are signed contractors. One is from Sourcewell and another signed contract here off of TML BuyBoard. I am hoping to find one more and I think it is HGAC, a contractor off of that list, so I am trying to find one more there. It is difficult because like TML BuyBoard, all I can go off is a construction list and then I have to call each one of them and ask them if they will fabricate and install. Mayor Countryman asked have we gotten the right-of-ways from TxDot yet to install these? Code Enforcement Officer and Planning/Zoning Administrator Tilley said I have not heard from TxDot yet. The county I have heard from because there will be signs on the county roadway. They have their paperwork with the attorneys now. Mayor Countryman said good. That was quick for them. Mayor Pro-Tem Fox asked what are the dumpsters? Code Enforcement Officer and Planning/Zoning Administrator Tilley said the dumpsters is kind of a part of the downtown redesign. The dumpsters are where we are going to combine all of the dumpsters downtown, having their own individual lot there. Hopefully, we can design it so that it is more visually appealing.

29. Public Works Monthly Report May 2025

Public Works Director Muckleroy said we have the monthly report for May. I would be happy to answer any question you may have on it. Council Member Olson said no, I just appreciate you not killing the bees.

30. Utility Operations Monthly Report May 2025

Mr. Phillip Wright, Hays Utility North said accountability is back up, so we are looking good there. We are doing a little bit less flushing and we are seeing more water usage so that is good. As we see more development coming, I think we will end up doing a lot less

flushing as water increases. The next page is the wastewater treatment plant. We are in state compliance with the discharge permit with the state. For the Lone Star permit, we are 40 something percent through the year. We are only 20 percent on our Catahoula and 18 percent on the Jasper. We are looking good for the rest of the year.

31. Financial Report May 2025

Mayor Countryman said for item #31, Finance Director Carl is not here, so if you have a question, I would send her an email. She will be back in the Country in a couple weeks.

32. Building Official Report for May 2025

Mr. Rick Hanna, Building Official, CBO Partners said we are maintaining inspections. I think our biggest progress last time is we completed all the inspections for the Career and Technology Center. We need to hear back from the fire marshal to pass there before we issue their full certificate of occupancy. We will start working next on the Ag barn and hopefully finalize it by next week. Mayor Countryman said I like the new format, the building permit by permit type. Mr. Hanna said Shavauna taught me how to do that report. Mayor Countryman said it looks great. Mr. Hanna said if you like, I can get her to teach me a cumulative report if you want to compare year to date. Mayor Countryman said this is easy on the eyes. We will just keep you going here. You did a good job. Mr. Hanna said I just want to put in one final note. The Chief was such an inspiration for me the past few months. I am looking forward to working with the new administrator.

33. Discussion on Engineer's Monthly Report

Chris Rosnovsky gave a brief summary of WGA activities as follows:

Capital Projects (City Funded):

1. Water Plant No. 2 Improvements – We received Pay Estimate No. 9 in the amount of $333,720.00. As of May 26, 2025, the contractor was 80% complete by time and 81% complete by value. The Contractor has completed the welding of the feed line into the GST. Following the results of the pump testing, it is recommended to increase the size of the well motor to maximize the pumping capability of the well. We plan to discuss this further as a separate agenda item. The contractor's current schedule shows the plant being substantially completed in July 2025.
2. 2023 Sanitary Sewer Rehabilitation Phase I – We did not receive a pay estimate or change order this month. We received the final 3 post rehabilitation videos and confirmed that all the outstanding field work has been completed. We plan to hold a final inspection on June 19th and will begin preparation of all close out documents.
3. Downtown Streetscape Improvements – We are continuing to coordinate the design of the downtown streetscape improvements with Montgomery Economic Development Committee and Ardurra.

4. McCown St. and Caroline St. Waterline Replacement – The scope of the project is being revised based on ongoing conversations with the MEDC, Ardurra, and downtown property owners.
5. Town Creek Wastewater Plant Expansion to 0.3 MGD – We received a draft Preliminary Engineering Report from Halff on June 10th, with revisions reflecting the new TPDES limits from the TCEQ. We plan to provide comments to Halff the week of June 23rd .
6. Water Plant No. 4 – Council approved the proposal from Baxter & Woodman at the June 10th meeting, and design services have been authorized to begin. We plan to hold a kickoff meeting with Baxter & Woodman on June 24th .
7. College Street Drainage (ARPA Funds) – We are finalizing the design of the proposed drainage repairs, and plan to be completed with design this month. It is our understanding GrantWorks is completing their environmental review of the project.
8. Water Plant No. 3 Booster Pump Addition (ARPA Funds) – We are continuing with the design of the booster pump addition at Water Plant No. 3. It is our understanding GrantWorks is completing their environmental review of the project. 9. Plez Morgan Erosion – We are working to complete the preliminary design of the improvements and expect to bring a proposal to complete the final design at the next council meeting. We are working through different alternatives with our geotechnical and structural subconsultants to ensure the adequate approach is taken, and plan to discuss this further at a later Council date.

Capital Projects (Developer Funded):

1. Old Plantersville Force Main Extension – We did not receive a pay estimate or change order this month. The contractor completed minor regrading and installation of the permanent spring mix. We are working with the contractor to prepare all final close-out documents for the project once final vegetation is fully established. As a reminder, this project is being funded by Johnson Development as part of their Briarley Development.
2. Old Plantersville Waterline Extension – We did not receive a pay estimate or change order this month. The Contractor completed the installation of the waterline on May 28th . We received the passing bacteriological testing (Bac-T) results for the newly installed waterline section on June 11th . We plan to hold a final inspection for the project on June 26th. As a reminder, this project is being funded by Johnson Development as part of their Briarley Development.
3. Lift Station No. 10 Phase II Improvements – We completed the design of the lift station improvements project. We received TCEQ approval the week of May 28th and provided a bid set to the City for final review. We plan to begin advertising for bids on June 19th and receive bids on July 15th. As a reminder, the scope of the project includes the addition of a 3rd lift pump, emergency generator and minor

electrical modifications. As a reminder, this project is being funded by Taylor Morrison as part of their Lone Star Hills (formerly known as Lone Star Ridge) Development.

4. Lift Station No. 5 Relocation and Sanitary Sewer Extension – We are continuing with the design of the lift station relocation required for the Legacy Grove Development. Electrical plans have been received and are being reviewed. We are coordinating with geotechnical and structural subconsultants on scope for the lift station. We plan to be complete with design in July 2025. As a reminder, this project is funded by Tri-Pointe Homes as a part of their Legacy Grove Development.
5. West Lone Star Parkway Waterline Extension – We are continuing the design of the waterline extension to serve the Legacy Grove Development, and we submitted plans to Montgomery County last week. We plan to be completed with design by July 2025. As a reminder, this project is being funded by Tri-Pointe Homes as part of their Legacy Grove Development.
6. The Crossing at Montgomery Public Lift Station, Force Main Extension and Gravity Sewer Upsizing – We are prepared to begin design upon receipt of the deposit from the developer. As a reminder, this project is being funded by Morning Cloud Investments.

Development Agreements:

1. HEB – At the June 10th Council Meeting, a draft agreement was presented for discussion. We will be coordinating with the City Attorney and HEB to make the necessary adjustments based on requests from the Council and HEB.
2. Superior Properties – A draft agreement was provided to the Developer on June 11th , and we received an executed agreement on June 13th . We have finalized the terms of the Development Agreement with the appropriate parties. This item will be discussed further as a separate agenda item.
3. BCS Capital – As authorized at the April 8th meeting, we are coordinating with the Developer and City Staff and Consultants on the terms of the Development Agreement. We received a partial Development Agreement from the City Attorney on June 2nd and provided our comments and are continuing to coordinate with the City Attorney and the Developer on the final agreement language. As a reminder, Council authorized the amendment of the previously completed feasibility study at the May 27th meeting. This will include the adjacent 6-acre land parcel located at CB Stewart Dr. and SH-105. We plan to discuss this further as a separate agenda item.
4. Church of Montgomery – The Developer is currently reviewing the draft development agreement. We will continue coordinating with City Staff and the Developer to finalize the Development Agreement.

DRAFT

5. Villages of Montgomery –We received a signed MOU from the Developer and have finalized the terms of the MOU with the City's Attorney. We plan to discuss this further as a separate agenda item.
6. Reserve of Mia Lago –We received a signed MOU from the Developer and have finalized the terms of the MOU with the City's Attorney. We plan to discuss this further as a separate agenda item.

Developments:

1. Pre-Development Meeting – Enclosed is an exhibit showing the location of the Pre-Development Meetings we have had in the last 45 days.

Feasibility Studies:

1. BCS Capital Feasibility Study Amendment– Council authorized the amendment of the previously completed feasibility study at the May 27th meeting. This will include the adjacent 6-acre parcel located at CB Stewart Dr. and SH-105. We plan to discuss this further as a separate agenda item.
2. Plan Reviews
    a. Lone Star Ridge Section 2 WSD&P – We did not receive revised plans this month.
    b. Lone Star Hills (Formerly Lone Star Ridge) Landscaping – We received revised plans May 8 th and provided comments on June 4th . We have not received revised plans.
    c. Briarley PH 1A Hardscape – We received revised plans on March 6th and provided comments May 5th. We have not received revised plans.
    d. Briarley Kammerer Drive Extension WSD&P – We received plans June 6th and are proceeding with our review.
    e. Briarley PH 1 Retaining Walls– We received plans May 12th and provided a letter of no objection on June 3rd .
    f. Lone Star Cowboy Church – We did not receive revised plans this month.
    g. The Crossing at Montgomery Drainage Study – We received a drainage study for review on March 18th and provided comments May 5th . We have not received revised plans.
    h. HEB Plans – We received plans on March 6th and provided comments May 1st . We received revised plans on June 14th and are proceeding with our review.
    i. Hills of Town Creek Section 5 Shared Access Path – We did not receive revised plans this month.
    j. Legacy Grove Mass Grading & Detention Revision – We received revised grading plans on June 9th and are proceeding with our review.

DRAFT

k. Villages of Montgomery Drainage Impact Analysis – We received a drainage impact analysis on June 4th and are proceeding with our review.

3. Plat Reviews
    a. Superior Properties Preliminary Plat – We did not receive a revised plat this month.
    b. Montgomery Bend Section 4 Final Plat – We received the final plat for review on October 7 th and provided comments on October 30th. We received a revised plat on November 25th and found no issues with the plat. As a part of Pulte's Traffic Impact Analysis, they are required to construct a traffic signal at the subdivision entrance prior to this being recorded. We plan to withhold approval of this final plat until the signal has been constructed.
    c. Briarley Phase 1B (Sections 1-3) – We received a revised plats May 13th and provided comments on June 3rd . We have not received revised plats.
    d. 612 Worsham Development Plat – We received a revised plat for review on April 19 th and provided approval on June 3rd .
    e. Lone Star Cowboy Church Development Plat – We received a Development plat for review on April 15th and provided comments on May 8th . We did not receive a revised plat this month.
    f. Lone Star Hills (Formerly Lone Star Ridge) Final Plat –We received a revised final plat on June 6th and are proceeding with our review.
    g. Hills of Town Creek Section 5 Partial Re-plat – We received a partial re-plat for review on May 9th and provided comments on June 3rd. We received a revised re-plat on June 6th and are proceeding with our review.
4. Ongoing Construction
    a. Briarley Phase 1A Water, Sanitary, Drainage, and Paving – The contractor has completed the construction of the public water, sanitary, and drainage improvements to serve the subdivision. The final inspection for sections 1, 2 and 3 was held on May 20th. The punchlist was provided to the Contractor on June 2nd. All outstanding punchlist items will need to be addressed by June 20th, including providing power to the lift station. Failure to complete the remaining items will result in an additional inspection and a new punchlist issued for the development.
    b. MUD No. 215 Briarley Lift Station (City of Montgomery Lift Station No. 16) – It is our understanding that the contractor has completed construction of the lift station and is waiting on power to be connected at the lift station.
    c. Lone Star Hills (formerly known as Lone Star Ridge) Mass Grading & Drainage – The contractor has begun grading and installing retaining walls. As a reminder, this project is being funded by Taylor Morrison.
    d. Legacy Grove Mass Grading & Detention – The contractor has begun clearing and staking. As a reminder, this project is being funded by Tri-Pointe Homes.

DRAFT

5. One-Year Warranty Inspections
    a. Town Creek Crossing Section 1 – We held a warranty re-inspection on October 10, 2023. The developer and contractor have been non-responsive to addressing the punchlist items. We are pursuing the maintenance bond and are working with the City Attorney to have the work completed.
    b. Lift Station No. 10 PH I – The one-year warranty period ends on July 17th . We plan to hold a warranty inspection for the project on June 24th with Faith Utilities.

General Ongoing Activities:

1. Town Creek Wastewater Treatment Plant TPDES Permit Amendment –The completed application for the permit amendment was submitted to the TCEQ in September 2023. We received an updated draft permit from the TCEQ, which included updated permit limits in both the interim and final phases of the permit. The final permit is expected this month, following the Executive Director's review.
2. Stewart Creek Wastewater Treatment Plant TPDES Permit Amendment – As authorized by Council at their April 8th meeting, we are preparing a TPDES Permit amendment to allow for an additional ultimate phase with a flow of 0.8 MGD. The plant is currently rated for 0.4 MGD flow. The proposed amendment would allow for additional flow, should the City require it. We are coordinating with Public Works and the City's Operator to obtain all of the required samples and plan to submit to the TCEQ this month. Based on TCEQ review times we anticipate receiving the final permit in July 2026.
3. TxDOT:
    a. Access Management along SH-105 from Grimes County Line to Shepperd Street – We attended the stakeholders and Transportation Advisory Committee ("TAC") meeting on May 13th. Per TxDOT the project will be moving forward in three phases and is slated to let in September 2027, with the portion within the City being scheduled for phase 3. Based on new plans from TxDOT, the previously proposed raised medians have been removed from the design. We provided an utility exception memo to TxDOT and are finalizing all existing conflicts with TxDOT and their engineer to confirm the required utility relocations.
    b. FM 1097 and Buffalo Springs Drive Traffic Signal – It is our understanding that the design is complete and TxDOT is finalizing a timeline for construction. We will provide a schedule on construction once received from TxDOT.
    c. FM 1097 & Atkins Creek Drainage Improvements – It is our understanding that TxDOT let the project on this month and is expected to begin

construction in July of this year. Per TxDOT, the repairs will be phased allowing FM 1097 to be partially operational.

4. Lone Star Bend and Lone Star Parkway Improvements – Montgomery County is looking to install a temporary traffic signal at the intersection of Lone Star Bend and Lone Star Parkway. Montgomery County has included plans to install a permanent traffic signal and widen Lone Star Parkway to four lanes with a center median with their recently approved 2025 Road Bond. It is our understanding that the County has requested the City's financial participation in this project and will be providing a full cost estimate in the near future.
5. Stanley Lake Interconnect – We met with Stanley Lake MUD on April 11th to discuss the potential emergency interconnect with Stanley Lake MUD. We are continuing to coordinate with their consultants, and the adjacent Developer on the overall scope and requirements of the proposed interconnect.
6. Biweekly Operations Call – We are continuing the biweekly operations calls with City Staff and City's operator, Hays Utility North Corporation.
7. Fiscal Year 2025 CIP Snapshot & Rate Order Analysis- We presented our rate study analysis to Council at their May 22nd Workshop. We are finalizing our utility and tax rate analysis based on feedback from City staff and the City's Financial Advisor.
8. Kendig Keast Unified Development Ordinance- We are preparing comments to the draft interim Chapter 98 ordinances. It is our understanding that Kendig Keast plans to present their final UDO codifications in November of this year.
9. Clean Water/Drinking Water State Revolving Fund- No engineering update this month.
10. Impact Fee Update – The Bi-Annual update to the Capital Improvement Plan and impact fee projects was approved by the Planning & Zoning Commission, acting as the Capital Impact Advisory Committee, at the June 11th meeting. We plan to discuss this further as a separate agenda item at your July 8th meeting.

Mayor Countryman said she would like to welcome our new City Administrator, Brent Walker. Welcome. We are glad you are here.

Motion: Council Member Langley made a motion to approve the departmental reports. Council Member Olson seconded the motion. Motion carried with all present voting in favor.

COUNCIL INQUIRY

Mayor Countryman said July 5th is Freedom Fest.

Regarding KKC, we have not heard from them in quite some time and we are a long way away from the milestones and progress that we were promised for the lots of dollars we spent. Have we heard from them? Have we just been deserted? Where are we? Council Member Donaldson said their last communication was they were going to talk to us in

November this year. Mayor Countryman said they were also sending us a draft for review for updating our zoning and all of our ordinances and we have not seen that. In our last one, we had requested an update. City Secretary Beaven said Chapter 98. They have done their review and gave it back to the engineers. It is in our hands now to do a review as of a couple weeks ago when I spoke to them. Code Enforcement Officer and Planning/Zoning Administrator Tilley said I have not actually talked with anyone at KKC, so I do not know when the next meeting is or anything like that. Mayor Countryman asked City Engineer Roznovsky do you know? City Engineer Roznovsky said I know they sent a draft, so we will follow up. We are regrouping later this week and we will make that a priority to see where they are and who is on first. Mayor Countryman said we were supposed to be doing that for all this new development.

EXECUTIVE SESSION

34. Closed Session

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

1. **Section 551.072 Deliberations about Real Property regarding 213 Prairie Street and a potential lease agreement.**
2. **Section 551.087 Deliberations regarding Economic Development Negotiations regarding HEB Development Agreement.**

At 7:41 p.m. Mayor Countryman convened the Montgomery City Council into closed session pursuant to provision of Chapter 551 of the Texas Government Code, in accordance with the authority contained in Section 551.072 Deliberations about Real Property regarding 213 Prairie Street and a potential lease agreement and Section 551.087 Deliberations regarding Economic Development Negotiations regarding HEB Development Agreement.

35. Open Session

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

1. **Section 551.072 Deliberations about Real Property regarding 213 Prairie Street and a potential lease agreement.**
2. **Section 551.087 Deliberations regarding Economic Development Negotiations regarding HEB Development Agreement.**

At 8:26 p.m. Mayor Countryman reconvened the Montgomery City Council into an open session pursuant to provision of Chapter 551 of the Texas Government Code to take any action necessary related to the executive session noted herein, or regular agenda items, noted above, and/or related items.

Item 1. Motion: Council Member Olson made a motion to take no action. Mayor Pro-Tem Fox seconded the motion. Motion carried with all present voting in favor.

Item 2. Motion: Council Member Olson made a motion to approve the HEB Development Agreement. Mayor Pro-Tem Fox seconded the motion. Motion carried with all present voting in favor.

CLOSING AGENDA

36. Items to consider for placement on future agendas.

Mayor Countryman said City Secretary Beaven, MISD is requesting change of zoning for the potential property they are purchasing off of FM 1097. They have requested to be on the agenda in executive session. They want to know if we would change zoning to institutional. Currently, it is commercial. Council Member Olson said to also include those items for July 22nd.

37. Adjourn.

Motion: Council Member Czulewicz made a motion to adjourn the Regular Meeting of the City of Montgomery at 8:29 p.m. Mayor Pro-Tem Fox seconded the motion. Motion carried with all present voting in favor.

APPROVED:

_____
Sara Countryman, Mayor

ATTEST:

_____
Ruby Beaven, City Secretary

DRAFT

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By: Ruby Beaven**

Subject

Consideration and possible action on the City Council Special Meeting Minutes of June 30, 2025.

Recommendation

Staff recommends approval of meeting minutes, as presented.

Discussion

Please see the accompanying minutes:

City Council Special Meeting Minutes of June 30, 2025

Approved By

City Secretary	Ruby Beaven	Date: 07/31/2025

City of Montgomery
City Council
Special Meeting Minutes
June 30, 2025

OPENING AGENDA

1. Call Meeting to Order.

The City Council Special Meeting of the City of Montgomery was called to order by Mayor Countryman at 6:00 p.m. on June 30, 2025, at City Hall 101 Old Plantersville Rd., Montgomery, TX and live video streaming.

With Council Members present a full quorum was established.

Present:	Mayor	Sara Countryman
	Mayor Pro-Tem	Cheryl Fox
	Council Member Place 1	Carol Langley
	Council Member Place 3	Tom Czulewicz
	Council Member Place 5	Stan Donaldson
Absent:	Council Member Place 2	Casey Olson

2. Invocation.

Council Member Donaldson gave the invocation.

3. Pledges of Allegiance.

Mayor Countryman led the pledges of allegiance.

PUBLIC FORUM

No citizen comments presented for this meeting.

SPECIAL AGENDA

4. Consideration and possible action on a Resolution of the City Council of the City of Montgomery, Texas authorizing the City Administrator to execute any and all documents on behalf of the City of Montgomery, Texas necessary to effectuate the purchase of property from Ward Investments, L.L.C. including any loan documents related to such purchase.

Motion: Council Member Czulewicz made a motion to approve Resolution 2025-15, a Resolution of the City Council of the City of Montgomery, Texas authorizing the City Administrator to execute any and all documents on behalf of the City of Montgomery, Texas necessary to effectuate the purchase of property from Ward Investments, L.L.C. including any loan documents related to such purchase. Mayor Pro-Tem Fox seconded the motion. Motion carried with all present voting in favor.

5. **Consideration and possible action on a Resolution of the City Council of the City of Montgomery, Texas authorizing the City Administrator to execute any and all documents on behalf of the City of Montgomery, Texas necessary to effectuate the sale of approximately 4.681 acres to Montgomery Independent School District.**

Motion: Mayor Pro-Tem Fox made a motion to approve Resolution 2025-16, a Resolution of the City Council of the City of Montgomery, Texas authorizing the City Administrator to execute any and all documents on behalf of the City of Montgomery, Texas necessary to effectuate the sale of approximately 4.681 acres to Montgomery Independent School District. Council Member Czulewicz seconded the motion. Motion carried with all present voting in favor.

6. **Discussion on potential rezone of 63 acres located on Summit Park Drive from commercial to institutional.**

Discussion held among the Council Members on a potential zoning change of 63 acres on Summit Park Drive from Commercial to Institutional, likely for a school development by the school district, with concerns about the impact on city revenue and existing industrial zoning, especially since the property is part of the Summit Business Park, which has been a significant industrial area for the City. Some Council Members believe maintaining industrial or commercial zoning would better serve the City's economic interests, providing jobs and revenue, while others recognize the potential benefits of new educational facilities, but worry about the property's location and its limited impact on local traffic and economic activity. The city official's consensus is to consider the issue carefully, balancing growth, revenue, and community needs.

Discussion only no action taken.

EXECUTIVE SESSION

7. **Closed Session**
City Council will meet in Closed Session pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in:
   A. Section 551.072 Deliberations about Real Property regarding 213 Prairie Street and a potential lease agreement.

At 5:09 p.m. Mayor Countryman convened the Montgomery City Council into closed session pursuant to provision Chapter 551 of the Texas Government Code, in accordance with the authority contained in Section 551.072 Deliberations about Real Property regarding 213 Prairie Street and a potential lease agreement.

8. **Open Session**
City Council will reconvene in Open Session at which time action on the matter(s) discussed in Closed Session may be considered.
   A. Section 551.072 Deliberations about Real Property regarding 213 Prairie Street and a potential lease agreement.

At 5:33 p.m. Mayor Countryman reconvened the Montgomery City Council into an open session pursuant to provision of Chapter 551 of the Texas Government Code to

take any action necessary related to the executive session noted herein, or regular agenda items, noted above, and/or related items.

No action at this time.

CLOSING AGENDA

9. Adjourn.

Motion: Council Member Langley made a motion to adjourn the Special Meeting of the City of Montgomery at 5:33 p.m. Mayor Pro-Tem Fox seconded the motion. Motion carried with all present voting in favor.

APPROVED:

_____
Sara Countryman, Mayor

ATTEST:

_____
Ruby Beaven, City Secretary

DRAFT

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By: Ruby Beaven**

Subject

Consideration and possible action on the City Council Regular Meeting Minutes of July 08, 2025.

Recommendation

Staff recommends approval of meeting minutes, as presented.

Discussion

Please see the accompanying minutes:

City Council Regular Meeting Minutes of July 08, 2025

Approved By

City Secretary	Ruby Beaven	Date: 07/31/2025

City Council
Regular Meeting Minutes
July 08, 2025

OPENING AGENDA

1. **Call Meeting to Order.**

   The City Council Regular Meeting of the City of Montgomery was called to order by Mayor Countryman at 6:00 p.m. on July 08, 2025, at City Hall 101 Old Plantersville Rd., Montgomery, TX and live video streaming.

   With Council Members present a full quorum was established.

Present:	Mayor	Sara Countryman
	Mayor Pro-Tem	Cheryl Fox
	Council Member Place 1	Carol Langley
	Council Member Place 2	Casey Olson
	Council Member Place 3	Tom Czulewicz
	Council Member Place 5	Stan Donaldson

2. **Invocation.**

   Council Member Donaldson gave the invocation.

3. **Pledges of Allegiance.**

   Mayor Countryman led the pledges of allegiance.

PUBLIC FORUM

Mr. Ben Metoyer, Vice President, KEM Outdoor Advertising said I stand here before you to gauge the City's interest in partnering with my company to develop a community/commercial message board at the gateway of the City. We are a development company and would like to build a double digital billboard sign very near the city limits. In exchange for this special use, we would give the City use of one of the eight digital faces to advertise their public message or any other city sponsored event such as a fundraiser for the firefighters or a blood drive for the victims of the West Texas floods. We would of course own, operate, and pay for the complete construction, permitting, and maintenance. It would be at no cost to the City to utilize this service. It would be for the life of the sign, so it is not a limited agreement. With that, I will turn it over to the Council if you all have any questions or concerns. Mayor Pro-Tem Fox asked do you have a business card? Mr. Metoyer said I absolutely do. Council Member Czulewicz asked have you secured the location? Do you have an arrangement ready? Mr. Metoyer said we have a verbal agreement with the property owner. I told them I would come to Council and explore this option before we sign any

agreements. Mayor Countryman asked do we have a sign ordinance for signs on the ground for our monument signs? We have the LED sign here at the center of SH-105 and FM 149 which actually, we are considering an upgrade and that would be something that would be of interest. Also, you stated one side would be for the City. What would be on the other side? Mr. Metoyer said one side would be one of the eight faces. In order to recoup our investment, we would sell the other seven faces to commercial businesses in the community or home builders, developers or whomever advertises. We are a family owned company, so we are not going to put anything inappropriate up there. Mayor Pro-Tem Fox said I am familiar with your company because Farmers Insurance used them a lot. Mr. Metoyer said we have been doing billboards in Texas for over 30 years and I have been doing it here in Montgomery County for 20 years. I am not looking to make waves or upset anybody. I would just like to add and enhance the messaging in this community.

Council Member Olson asked City Attorney Petrov if they would need to go in front of Planning and Zoning? Mayor Countryman said they would need to talk to Code Enforcement Officer and Planning/Zoning Administrator Tilley about our ordinances to ensure Code Enforcement Officer and Planning/Zoning Administrator Tilly and City Administrator Brent Walker know that what they are offering is something that the City can even use. Mr. Metoyer said again, I am open to exploring this option. If the City and the Council are not agreeable, then we are not going to do all the heavy lift. If that is something of interest, then we most definitely will engage the City, engineers, and architects. Mayor Countryman said we really appreciate you coming. Thank you very much.

PRESENTATIONS

4. **Presentation and discussion of a proposal by the Communications Tower Group, I, LLC (CTGI) for the installation of a cell tower on City owned property with a potential land lease agreement.**

   Code Enforcement Officer and Planning/Zoning Administrator Tilley said I have a representative here from CTGI. His name is Mr. Brandt Dozier and he will explain what he is proposing with this cellular communications tower. It is going to be different than the tower that you are used to seeing.

   Mr. Brandt Dozier said I am a contractor for CTGI and just honestly looking to enhance the cellular coverage within the city limits northwest of the City. I believe the proposal is going to be on the facility where they will be building a police or training facility. I am not sure what it is. Code Enforcement Officer and Planning/Zoning Administrator Tilley said it is for later in the future. Mr. Dozier asked to approach Council with handouts. What you all are going to be looking at is the first one is the city limits of Montgomery from an aerial view. If you notice inside the city limits, unless I am wrong, there are no cell towers up. The second one should be showing the seven towers outside the city limit, but where we are proposing, the tower is going to be in developments where new neighborhoods are developed. The new school is there and a ton of other things are going in there. Of course, the third is going to be the three properties that are owned by the City that we are looking at. First obviously, being the future development of the City of Montgomery.

Mayor Countryman asked is it going to be over there off of FM 149 where potentially the shooting range will be? Mr. Dozier said yes. One of them show the actual tower where it is being proposed. Mayor Pro-Tem Fox asked could you say where that is located again, please? Mr. Dozier said I do not have a strong address because it is just a piece of land owned by the City of Montgomery, but if you follow FM 149 before you get to Lone Star Parkway, it is on the southwest corner of that. City Engineer Chris Roznovsky said the old wastewater treatment plant across from the church. Council Member Olson asked do you have a picture of the tower itself? They said it is a different design. Mr. Dozier asked have any of you driven through Walden? That is one we just actually built in Walden. A little bit about cell tower is when you put these antennas inside of an enclosure and they do not have any spacing, they overheat. They just do not work very well. It is like a small cell or a data system. A macro site is one of the reasons you have seven towers outside of the City is because we do not lack towers. What we lack on all three carriers is capacity. Montgomery and a lot of the towns around here are growing, which is fantastic. But what is happening is if you have, per se, T-Mobile, you get into the middle of Montgomery and your T-Mobile is as slow as molasses. AT&T is the same way. You get certain spots. So, with all the development that is going on, we thought staying away from the other towers and also in that northeast corner where I know there is a lot of developments going along with schools and businesses, it would be an appropriate place to put a 195 foot tower so that all three carriers could be on it. If you want to and the police facility is built there, I would negotiate into the ground lease to put your equipment on there as well, free of charge.

Council Member Langley asked Code Enforcement Officer and Planning/Zoning Administrator Tillery in our sign ordinance, do we still have a requirement on the height of signs? Does this fall under signs? Where does this fall because in years past when they would come to us, it fell under signs. Code Enforcement Officer and Planning/Zoning Administrator Tilley said we have a telecommunications ordinance and it has height regulations and it has distance requirements from residential. He has the guidelines of what all the safety requirements are. We do have specific ordinances for telecommunications. Council Member Langley asked how old is that? Code Enforcement Officer and Planning/Zoning Administrator Tilley said it has been in there for quite some time. I can check on the actual date that it was added into the ordinance. Because it is not a sign, it does not fall under the definition of a sign. I would not be able to use that ordinance, but because we do have a specific ordinance on it, we would follow those recommendations. Mr. Dozier said really what I am here for is just to answer questions. This is merely Q&A or getting a feel of what could happen, what will happen. The last thing I will end on before if you have any more questions is, I am not sure Montgomery County or the City of Montgomery is on FirstNet. It is an emergency response system. When AT&T goes on the tower, and I am sure they will, obviously the emergency responders respond anytime someone is calling, calls are shut down and go straight to emergency, so it also helps in those cases.

CONSENT AGENDA

5. **Consideration and possible action on the City Council Regular Meeting Minutes of May 13, 2025.**

6. **Consideration and possible action on the City Council Workshop Meeting Minutes of May 22, 2025.**

   Motion: Council Member Olson made a motion to accept the consent agenda items 5 and 6, as presented. Council Member Donaldson seconded the motion. Motion carried with all present voting in favor.

REGULAR AGENDA

Mayor Countryman requested that Agenda Item 18 be discussed before Agenda Item 7.

7. **Consideration and possible action on a Resolution calling for a Public Hearing to be held on July 22, 2025, on an application by Texas First Bank for a Special Use Permit on 1.1681 acres of land out of restricted reserve "C" in Block 1 of Montgomery First, a subdivision in the John Conner Survey, A-8 [A.K.A. 19940 Eva Street, City of Montgomery, Montgomery County, Texas 77356] for the financial institution with a two lane drive thru and a drive up ATM with dedicated lane.**

   Code Enforcement Officer and Planning/Zoning Administrator Tilley said this property at 19940 Eva Street is the property between Wendy's and Christian Brothers. The property is zoned B-commercial. We currently do not have a financial institution in our table of uses. We do not have a financial institution with drive-through lanes and a drive up ATM, and that is why they are requesting a special use to cover all of that. For the use in the B-commercial because we do not have it in our table of uses, the most similar uses are the professional offices. Those are normally permitted in the B-commercial and by using that as the similar use, we are saying that in the B-commercial, then financial institutions should also be in that B-commercial. This will be a call for the public hearing for that special use permit. The Planning and Zoning Commission committee have already heard this. You will see it attached in their report that they do recommend approval.

   Motion: Council Member Olson made a motion to approve Resolution 2025-17, a Resolution calling for a Public Hearing to be held on July 22, 2025, on an application by Texas First Bank for a Special Use Permit on 1.1681 acres of land out of restricted reserve "C" in Block 1 of Montgomery First, a subdivision in the John Conner Survey, A-8 [A.K.A. 19940 Eva Street, City of Montgomery, Montgomery County, Texas 77356] for the financial institution with a two lane drive thru and a drive up ATM with dedicated lane. Council Member Donaldson seconded the motion. Motion carried with all present voting in favor.

8. **Consideration and Possible Action on the acceptance of a Utility and Economic Feasibility Study Amendment on the BCS Capital development (Dev. No. 2415).**

   City Engineer Chris Roznovsky, WGA said starting in your packets from page 63, if you remember back in January, you all accepted a feasibility study for the original 32 acre BCS development. There has been a lot of discussion since then. There was the MOU that has

been approved by the City and a lot of ongoing discussions and meetings regarding this project. Back on May 27th, they requested, and you all authorized, an update amendment to be performed to that feasibility study as the developer put the additional six and a half acres neighboring this property under contract and has since closed per my understanding on this parcel. What this memo does is we are just covering the first pages. The attached is the original study. We are just focusing on what has changed, what is new, and answering questions from there. What this additional six acres does is now they have the entire frontage from CB Stewart to Buffalo Springs, everything between those two roads except for Ransom's itself. Everything else on that property is part of this development. What they are proposing, you will see an updated site plan in your packet, is still the big boxes in back and pad sites along the front. Right now, the only users they have lined up is Academy and Texas Roadhouse which has been discussed before. The rest are just prospective pad sites at this time. No commitments on those developers. The estimates in here are based on what we know. Water and sewer is based on equivalent usages for same size buildings, assuming some restaurants, some retail, and different types. As we know more, obviously we are able to tighten up those projections. What is also included in the entirety of the 38 acres is the multi-family portion on the northern end, which they are currently working through the rezoning process of that portion of the site. All that being said, when it comes to water, one of the main differences between what they had originally proposed versus today is in the original proposal. We had them stopping the water line along SH-105 at their property boundary which did not include all the way to CB Stewart. Now that they own across, the change is requiring them to extend it the additional way to get all the way to CB Stewart to close that water line at their cost since they now own all the way across. From a flow standpoint, they have added a lot. We are looking at about 16,000 additional gallons a day based on the high level conservative estimates we have. When it comes to capacity, a very similar discussion we had last time, and have been discussing, they all have initiated design and permitting of a future water plant. We have pumps going on, as well as a sewer plant, so all those kind of projects are underway. As we continue to say, there is a lot of development coming to the City. We try to be conservative, but as things move and shift, we try to keep those up to date because it is close and it is tight on capacity. We still are in a good spot today. Depending on the timing of the developments, we will see how things fall in. Right now, for this development in this study, we are expecting that they were having the first connection starting in September of next year. Based on conversations, that pushes to the first part of 2027. That helps with our timing of capacity. Mayor Countryman asked when you say 16,000 gallons, is that taking into consideration the multi-family, or is that just the retail? City Engineer Roznovsky said that is everything. That is the entirety of the site. The multi-family, the retail, based on the estimates. Mayor Countryman asked no chance that any of the pad sites on the front will be a car wash? City Engineer Roznovsky said it is zoned B-commercial, so it would be allowable use. As of right now, that has not been mentioned as a potential. Council Member Czulewicz asked does any of this change the 380 agreement we already discussed? City Engineer Roznovsky said they have not requested any changes to the 380 agreement. On the next item of the agenda, which our recommendation is to table, they have provided comments to their development agreement that we received earlier this afternoon. We met with them and we are reviewing their comments to go back and find common ground. As of right now, they are not asking for an increase in the amount of reimbursement.

DRAFT

City Engineer Roznovsky said the sewer side is very similar. Obviously larger tract, larger usage. Again, same thing is they were stopping the utility extension at their property line. Instead, now they have to take it all the way to CB Stewart, including the removal of lift station 12, so we could take a lift station off the system and lower by gravity, which saves us operational costs to do so. On water and sewer, we also mentioned here about an additional sewer line extension up Buffalo Springs instead of along CB Stewart just based on how the property naturally falls, it makes more sense. They are going through some options about routing that through the site to better serve and produce the total footage. The City has done that before and other similar developments like this of having a public line that runs through the middle to serve these users, but that will be part of the development agreement. So, they provide an exhibit of exactly what they are asking for the City to be public so everyone is clear. Council Member Czulewicz asked at what point in time will we be able to determine whether it is going to be asphalt or concrete? City Engineer Roznovsky said that is my next bit. The original study had them bringing Buffalo Springs to make it concrete like the rest of Buffalo Springs up to CB Stewart. It mentioned in that study, potentials to the northern end of CB Stewart north of Clepper because at the time, their only frontage onto CB Stewart was from the multi-family parcel. Now that they have driveways for the commercial, for the multi-family, there is a lot more traffic. Our recommendation is they need to do a traffic impact analysis and fund a geotech report to come up with that ultimate recommendation for CB Stewart. Buffalo Springs needs to be concrete. That scope does not change, but CB Stewart, because depending on which way the traffic flows projected in the actual loading, I think that based on our cost estimates, the concrete roadway will likely be more cost effective because of the soil conditions. Essentially, where you have to have double the amount of base on the asphalt road than we do on the concrete, that amount of material and excavation just pushes the price, where concrete in this situation looks to be more effective. Ultimately, our recommendation is saying once they finalize their site plan to determine which way their trucks are being directed in and out of the site because that is the main thing that we are concerned about. One is the volume of the passenger cars, but two, the loading of the trucks to serve and stop at all these stores. What does that study show or where that traffic distribution is going to be? Then, what does the geotech report say is the ultimate recommendation to say that? We have it in here for a reason. We want to see what the actual studies are telling us to make that final recommendation on the scope of road. Council Member Czulewicz asked would that study make a determination in whether or not a right turn lane on SH-105 turning north on Buffalo Springs would be required? Because if you do not, you are going to wind up with more traffic on CB Stewart than on Buffalo Springs because you are not going to sit there and wait for the light. City Engineer Roznovsky said I will ask specifically about that one. I know they have submitted to TxDot for their new driveways onto SH-105, which TxDot will consider additional turn lanes as part of that impact in that study that they submitted. I do not know for sure if that included onto Buffalo Springs and what goes through the site, but that is something that we will ask for clarification. Mayor Pro-Tem Fox asked how is that all going to turn out with the church? Have they started their project yet? I think it is 14 acres. City Engineer Roznovsky said if we look on one of the exhibits, it shows the overall utility plan. The church has a waterline portion. Our recommendation is both. They each pay their per share for one project because it is cheaper to have one design, one contract,

DRAFT

one contractor, and do it all as one to save both of them overall cost. My understanding from the church is they had been provided the updated cost estimate. They have the development in their hands. When I last talked to them a few weeks ago, they were hopeful to start moving dirt this fall. I think they are wanting to move forward, but we have not heard back on the agreement. Mayor Pro-Tem Fox asked are they going to have to do a traffic impact study also? City Engineer Roznovsky said we did not have that as part of the church. They have reduced the size of the building. Mayor Pro-Tem Fox said they are going to be using CB Stewart as well. City Engineer Roznovsky said that is correct. Part of it was it was already a platted development as part of the Lake Creek Village development portion. Part of it is also the church has reduced the footprint of their building, so they have reduced the size. The actual amount of traffic is a lot less than they originally thought.

Mayor Countryman said I am looking at the water usage and the projections, and today it looks like we are currently just under 600,000 and that is almost to 2026, but when you look at the projections to 2027, we are doubling that and at that time when we double it, water plant four completion is to hit, correct? City Engineer Roznovsky said correct. Mayor Countryman asked what if there is a hiccup and water plant four completion and these numbers are astronomical and we are doing double of what we are doing today just in 18 months? What does that look like? Is there an emergency plan? What do we do because now, we are approving it today for future use. City Engineer Roznovsky said what it looks like is two big numbers. One, our projection is going to be conservative. It is going to be based on what we actually see. And two, it could be a slowdown in some of these developments and requesting extensions and going back and pushing these things out a little further. We have buffer like we talked about last time built into our projections, and also, just the pace that these developments are coming along. We all know there has been a lot of historical growth, too, but when you look over the past couple years, it is a relatively flat trend that just skyrockets with all these new developments. We are still in the position today that we are in a good spot, but it has to be in continual conversation as these projects move forward, as the timing gets solidified, where can we push, where can we get the projects going forward. One thing we are discussing is on the water plant project specifically, how do we break it up? Let us get the well drilled now while the rest of the design is being completed to get that cycle moving quicker. Mayor Countryman said we can throttle growth, but I do not want to throttle too much to where our developers are upset, screaming and yelling because we cannot deliver. City Engineer Roznovsky agreed. Council Member Czulewicz asked do we have any idea what time it would take from start to finish to build the water tank? City Engineer Roznovsky said it is a yearlong. Council Member Olson said that is a project that has been on the books for a while. City Engineer Roznovsky said on the water plant specifically, you have already gone to Lone Star and obtained the permit for the well, so that saves you a lot of time. The construction of what we are looking at now is how do we phase out the construction so we are not waiting until it is all complete? Let us get the well drug, drilled and in service, and then let us get the tanks and everything else up and online. Mayor Pro-Tem Fox asked is it still the same location? City Engineer Roznovsky said yes. Old Plantersville. Council Member Czulewicz asked is there any latitude from the time that we have 2,500 connections to when the water tank has to be done? City Engineer Roznovsky said no. The requirement is that you have not had the 2,500. Council Member Czulewicz said that is tough. Council Member Olson said there is a multi-family

development. Have we heard from them lately? The one going in behind Pizza Shack. City Engineer Roznovsky said I have heard from them. They had requested to be on the agenda a couple months ago. They were reevaluating their development plans, looking at potentially some frontage of the street being different from the multi-family in the back. It has probably been close to a month since that last discussion and they were still modifying that plan in order to come back to the City to request that. Council Member Olson asked was that the group that we were looking at maybe helping us do the meter to tie into? City Engineer Roznovsky that is correct. Council Member Olson said if we could make a deal, we could also use that to get us by. City Engineer Roznovsky said correct. Again, all the capacities are based on average level. You have a 2.4 leaky factor on all of them. Right now, the proposed interconnect was an emergency interconnect, but it does not mean that you cannot request for a temporary and gives us a couple months of service while we close the gap.

City Engineer Roznovsky said overall, going to page five of this amendment, you will see the updated estimate of infrastructure cost. There is that range in there for CB Stewart like we talked about. If it is half the road, all the road, concrete or asphalt. Then, you look at their updated development cost. They are looking at a total at full build out, assessed value of $166 million which would generate roughly $600,000 and have more tax at full build out. This does not have anything with sales tax in it. When they come back for the discussion regarding the development agreement, obviously, revised sales tax numbers are adding six and a half acres of commercial and changes that action. City Engineer Roznovsky said this is just acceptance of the study.

Motion: Council Member Olson made a motion to accept a Utility and Economic Feasibility Study Amendment on the BCS Capital development (Dev. No. 2415). Mayor Pro-Tem Fox seconded the motion. Motion carried with all present voting in favor.

9. **Consideration and Possible Action regarding the approval of the Development Agreement between the City of Montgomery, Texas and with BCS Capital, LLC, for the development of approximately 38 acres located along the frontage of SH 105, between Buffalo Springs Drive Nd CB Stewart Drive. (Dev. No. 2415).**

Motion: Council Member Olson made a motion to table item #9 until the July 22nd City Council meeting. Council Member Langley seconded the motion. Motion carried with all present voting in favor.

10. **Consideration and Possible Action regarding authorizing the City Engineer to begin design of the Lawson and Simonton Waterline Loop project (the "Project) subject to receipt of deposit from Superior Properties of Texas, LLC.**

City Engineer Chris Roznovsky said part of the development agreement was for them to fund the City to design and construct their waterline replacement on Simonton and looping that around to Lawson. What is in front of you is the authorization for the City to begin that design work subject to receipt of a deposit from the developer per the development agreement. What is in here is the full design, construction, material testing, survey for the project with an estimate time of 186 days to complete the work. The summary of the fee is

located on page 163 of your packets. Following that, you will see an exhibit on page 164 showing the scope of the project. As a reminder, this is the same exhibit that was part of the development agreement.

Motion: Council Member Donaldson made a motion to authorize the City Engineer to begin design of the Lawson and Simonton Waterline Loop project (the "Project) subject to receipt of deposit from Superior Properties of Texas, LLC. Council Member Czulewicz seconded the motion. The motion carried with all present voting in favor.

11. Consideration and Possible Action on the Montgomery Bend Section 3 WSD&P Plans (Dev. No. 2203).

City Engineer Chris Roznovsky said back on May 28th, 2024, Council approved the construction plans for Montgomery Bend Section 3. Home sales were slower than they were expecting, so the construction of section 3 has not yet occurred. They have submitted a request to reup their approvals. What is allowed is a one-time reapproval. We looked at the plans, compared them to the recently adopted ordinances, and there are no significant changes that affect their design. Our recommendation is to go ahead and reapprove the plans from Montgomery Bend Section 3. Based on information by the developer, they are expected to bid and award that contract this month to start section 3 of the project. Section 3 includes 85 lots.

Motion: Council Member Olson made a motion to approve the Montgomery Bend Section 3 WSD&P Plans (Dev. No. 2203). Council Member Czulewicz seconded the motion. Motion carried with all present voting in favor.

12. Consideration and Possible Action on the Montgomery Bend Section 4 WSD&P Plans (Dev. No. 2203).

City Engineer Roznovsky said this is very similar to the last item. Montgomery Section 4 is 67 lots. They are not continuing to bid this and start construction right away. Based on home sales, they expect to do so end of the year, first of next year to get started with construction. One thing I will note on section 4 is part of their agreement, part of their TIA with TxDot is they have to install a traffic signal once they reach 250 watts. That break point is I think two lots into section 4. We have told them this before that the City will issue the building permits in section 4. They have to have that traffic signal completed in accordance. Mayor Pro-Tem Fox asked how many houses? City Engineer Roznovsky said 250. Council Member Olson asked is that signal on FM 1097? City Engineer Roznovsky said yes, FM 1097. Mayor Countryman asked is it the acquisition of us saying okay to this, or is it that they are actually building on the lot for that light to go there? City Engineer Roznovsky said the communication with them was based on when they record the final plat of section 4 because they cannot sell the lots until they plat, and so they could start construction, but they would not be able to do their final plat until the signal is in place. Mayor Countryman asked is that signal going to be on that curve? City Engineer Roznovsky said correct. Mayor Countryman asked how many wrecks are we expecting? I am assuming there is signage on both sides before we hit the light. City Engineer Roznovsky said I do not know what is on their plans.

I would assume there are. Those are through TxDot, but I would assume, based on this location, there would be signs warning of the approach to that light. Council Member Czulewicz said that is not too far from the Buffalo Springs light. Mayor Countryman said yes, but it is up a hill and around a corner. Mayor Pro-Tem Fox said yes, but it is a bad corner. Council Member Olson asked are they not moving FM 1097? Mayor Countryman said not in this lifetime. City Engineer Roznovsky said there have been discussions about rerouting FM 1097 to line up with FM 1097 west. Mayor Countryman said we asked about it at the TxDot meeting and it is not even on their 20-year plan. At first it started to come back, but why do we need to fly over FM 149 going to nowhere, back up to FM 149? When you do FM 1097 east to west, it takes you back through the forest. They are not going anywhere. I think those plans have kind of been slow killed.

Motion: Council Member Olson made a motion to approve the Montgomery Bend Section 4 WSD&P Plans (Dev. No. 2203). Council Member Czulewicz seconded the motion. Motion carried with all present voting in favor.

13. Consideration and Possible Action on the Acceptance of the Public Infrastructure within Briarley Phase 1A Section 1 and authorize the City Administrator to sign the Certificate of Acceptance (Dev. No. 2006).

City Engineer Roznovsky said the next three items are very similar. Each one are individual sections so there are individual punch lists for each. Generally, where they stand is all about the same. The main items that were remaining for this item was the driveway connection to Old Plantersville and Kammerer Drive. As of this afternoon, that has been completed, including the papers and the asphalt connection to Kammerer. The other items that are outstanding, there is one manhole lid in one of the sections that is not to the City of Montgomery's standard. It still works, but it is on back order to get the one City of Montgomery lid switched out. The meter boxes that were installed were normal size, not the jumbo size. As of this afternoon, there was at least three guys and trucks switching out those meter boxes, with the intent of all those will be done prior to any meters needing to be set. They are actively working on it. Then, the normal items that are not done by this point in time, those items are your sidewalks which get sold to home builders. The trees and vegetation are going in right now. The street lights listed on here are not complete. Most of those have been installed. They are just not all fully complete. That is one thing to buy the one year warranty to confirm they are in and they are in the locations that they are supposed to be. Our recommendation is to go ahead and accept section one and move forward with allowing them to get building permits to start those homes. Just to be abundantly clear, the items that are not 100 percent complete, your acceptance does not change the requirement to complete those items.

Motion: Council Member Olson made a motion to Accept the Public Infrastructure within Briarley Phase 1A Section 1 and authorize the City Administrator to sign the Certificate of Acceptance (Dev. No. 2006). Council Member Czulewicz seconded the motion. Motion carried with all present voting in favor.

14. Consideration and Possible Action on the Acceptance of the Public Infrastructure within Briarley Phase 1A Section 2 and authorize the City Administrator to sign the Certificate of Acceptance (Dev. No. 2006).

City Engineer Roznovsky said if you look in your packets on page 218 or 219, you will see an exhibit of where this is. Same items are in place. They are wrapping up these final items just like I mentioned in the last section. One thing I did not mention on the last item is they have put up their maintenance bond for all of the cost of the construction. Mayor Countryman asked are there more homes in this section? It looks slightly larger, but I cannot tell. Mr. Matt Banks, Johnson Development said they are all generally the same, plus or minus.

Motion: Council Member Olson made a motion to Accept the Public Infrastructure within Briarley Phase 1A Section 2 and authorize the City Administrator to sign the Certificate of Acceptance (Dev. No. 2006). Council Member Czulewicz seconded the motion. Motion carried with all present voting in favor.

15. Consideration and Possible Action on the Acceptance of the Public Infrastructure within Briarley Phase 1A Section 3 and authorize the City Administrator to sign the Certificate of Acceptance (Dev. No. 2006).

City Engineer Roznovsky said on page 223 you will see an exhibit of where this is and part of the overall development. The same thing with the meter boxes. They have grouted and sealed the manhole which is not shown complete on the punch list in your packets. Meter boxes are underway and then all the other items are for the warranty. We have the maintenance bond in place. Council Member Olson said I know this question applies to all three of these with the sidewalks. Are they going to install the sidewalks after? Do we get another year on the sidewalks? City Engineer Roznovsky said we discussed with the city attorney and checking them with the home builders and making those inspections at that time. As far as the extending of warranty, I cannot remember where we left off on that conversation with the attorney if we got to that point. We were focusing on making sure we had the catch that they were put in correctly since they are not done and we inspect them at the one year, but I will circle back on that later on.

Motion: Council Member Olson made a motion to Accept the Public Infrastructure within Briarley Phase 1A Section 3 and authorize the City Administrator to sign the Certificate of Acceptance (Dev. No. 2006). Council Member Czulewicz seconded the motion. Motion carried with all present voting in favor.

16. Consideration and possible action on a First Amendment to Wastewater Pump and Haul Services Agreement between the City of Montgomery, Texas, and JDS Old Plantersville Road LLC, and to authorize the City Administrator to sign the agreement.

City Engineer Roznovsky said I will introduce the background of where the lift station probably stands which necessitates this agreement, and then I will let City Attorney Petrov

and city staff answer questions on the agreement itself. As of today, the lift station is operational on permanent power. What is not operational is the generator. The generator startup is scheduled for Thursday of this week, the 10th and then they have a gas tank on site. This is going to be a natural gas generator while they wait for the natural gas line to come in and be able to make the full connection The reason this item is in front of you, is our recommendation is not to accept the lift station since the generator is not operational. In the event of a power outage, the pump and haul agreement would be in place that there is enough flow that Johnson development would be responsible for the cost of having the sewer pump and hauled out of the system. Natural gas is going in as we speak. They are working on it. There is probably not going to be significant homes in that development until the first part of next year. So by the time there is actual flow, the likelihood is the generator is in place and everything is operational. City Attorney Petrov said this is really an amendment of an existing agreement. Other than the number of building permits that can be issued and the locations, none of the terms have changed. If you will recall about two months ago, you approved a similar agreement to allow them to submit building plans for six model homes. This expands that from the six model homes that was very specific to those, to any home site within these three sections. Other than that, all the terms are the same. Council Member Olson asked ultimately, how many homes are we looking at that will be built to have the risk of having to be pumped and hauled? City Engineer Roznovsky said 180 homes. If power goes out, the generator is not operational, and all 180 homes are built, that is obviously a lot of flow. To answer your question on how long they had between, it is such a varied number on the amount of flow at that time, but it is a large system. It is a deep system, so there is a lot of capacity in there to hold in the event of a power outage with the lift station not operational. Mayor Pro-Tem Fox asked at the rate they are building houses right now, what do you think the probability would be? City Engineer Roznovsky said I think the likelihood is that the generator is online prior to any substantial building of homes. Startup is Thursday. It will have a natural gas tank, so it will be usable as a generator at that time. You do not have generators at all your lift stations. Natural gas is going in to make that permanent connection. Mr. Banks said I would probably say being super conservative, knowing they are in the community right now installing lines, at least 60 to 90 days and it is probably end of the year, first part of the year before we have a finished home for somebody to actually move into. Mayor Countryman said another faction too, just for consideration, this is MidSouth and not Entergy, correct? Mr. Banks said correct. It is MidSouth Power or SiEnergy. Mayor Countryman said MidSouth has an excellent reputation of staying live when other providers go down. City Engineer Roznovsky said the other thing to note is there is a natural gas tank on site for the generator to use, but cannot start up until Thursday and full acceptance. Council Member Czulewicz asked how long would the generator run on the tank? Mr. Banks said good question. I will get the answer for you. I do not know. Mayor Pro-Tem Fox asked how large is a tank? Mr. Banks said I do not know that off the top of my head, but I can get that answer for you. City Engineer Roznovsky said it could definitely be determined because the lift station does not need to run all the time, especially in these first phases of development. It is running a couple times a day because there is not a lot of flow that is going to be there. Council Member Langley said because the other houses are model homes only, right? City Engineer Roznovsky said correct. The first six that were in the original agreement. Council Member Langley asked the homes that are there now, those are model homes? Nobody is living there? City Engineer

DRAFT

Roznovsky said correct. Mr. Banks said nobody is living there. They do not allow anybody to use those facilities.

Motion: Council Member Olson made a motion to accept a First Amendment to Wastewater Pump and Haul Services Agreement between the City of Montgomery, Texas, and JDS Old Plantersville Road LLC, and to authorize the City Administrator to sign the agreement. Council Member Langley seconded the motion. Motion carried with 4-Ayes and 1-Nay vote by Council Member Donaldson.

17. **Consideration and Possible action regarding entering into an interlocal agreement with Montgomery County for a temporary traffic signal at Lone Star Parkway and Lone Star Bend.**

Public Works Director Muckleroy said they are estimating about $65,000 for the temporary. Keep in mind, this is the temporary signal. They intend to fully fund the permanent one with the road bond when the widening happens. They are asking up to 50 percent. It is a pretty straightforward agreement. I did speak to him earlier today and he is looking at end of September for completion on this. Council Member Olson asked would that fall in this fiscal year's budget? Public Works Director Muckleroy said it is close. If it happens by the end of September, yes. But if it goes past October one, it could go in it next year. Council Member Olson asked if it falls in this year, are we good because this is not something we budgeted for? Public Works Director Muckleroy said it is not, but we have the contract labor street line item. It is 250 for the year. We still have about 180 left in it. I have purposely been waiting on this agreement, not knowing how much of it was going to be affected. Council Member Donaldson asked how much do you want to pay? Council Member Olson said we are going to pay half of the 65. Public Works Director Muckleroy said half of the actual cost. They are providing an estimate of 65, but the agreement they sent over does say up to 50 percent of actual cost. Keep in mind you can make whatever recommendations you want to the attorney.

Motion: Council Member Olson made a motion to enter into an interlocal agreement with Montgomery County for a temporary traffic signal at Lone Star Parkway and Lone Star Bend for 50 percent, not to exceed $32,500.

Discussion**:** Public Works Director Muckleroy said I will refer to City Attorney Petrov on the process. I am sure we need to send it back over and get their blessing on it again. Council Member Olson asked their estimate, right? Public Works Director Muckleroy said estimate they are basing it on an estimate, but it does say actual cost, so that is the kicker. City Attorney Petrov said we can write in that number and send it back. Mayor Countryman asked can we just say not to exceed $35,000 to give that buffer in the event it is $100 more than what we have approved here? Council Member Olson said sure. Public Works Director Muckleroy said I think you are smart to put on it not to exceed. Council Member Olson said I would like to amend my motion.

Amended Motion: Council Member Olson made a motion to enter into an interlocal agreement with Montgomery County for a temporary traffic signal at Lone Star Parkway

and Lone Star Bend for up to 50 percent, not to exceed $35,000. Council Member Donaldson seconded the motion. Motion carried with Motion carried with all present voting in favor.

18. Consideration and possible action on a Resolution of the City of Montgomery, Texas, adopting the Nationwide Deferred Compensation Plan; and Further providing for effective date, severability, and finding and determining that the meeting at which this resolution is adopted was open to the public, that the public notice of time, place, and the subject matter of the public business to be considered was posted as required by law.

City Secretary Ruby Beaven said presented before you is a 457 Deferred Compensation Plan. Right now, the City of Montgomery has a pension plan for TMRS. The Nationwide plan is an optional platform available for employees if you choose to elect this for the employees to have as an optional form of retirement. There is no cost to the City of Montgomery at all. It is still funded by the employee and paid for by the employee. Since I have come on board, I have had several people ask me about an option like this, so with listening to the employees, I bring this forward to you. Tonight, we have Syria Cribbs with Nationwide in the audience who can answer some questions and also on Zoom with me is Jose Garza Jr. to answer any direct questions you may have about this. What I can tell you is that, as I said, it is no cost to the City of Montgomery. It is self-funded by the employee. Council Member Langley asked who pays the fee they are going to charge monthly to the City? Does each employee pay a portion of that or is there no fee from this company to do this? Most of them have a monthly fee. Mr. Garza said there is no fee in terms of no direct item fee. The fees are all built into the mutual funds themselves. The investment portion consists of about 30 different mutual funds. All of them have expense ratios just like any other fund if you go directly to a fund house and buy them there. These will also have an administrative service charge associated with each fund and that is built into the price per share of the fund. Those that would like to participate in this retirement plan will pay that fee. Therefore, the City themselves does not have to. We do not operate on commission or anything like that. Our main job is simply to provide service and education and ultimately help people save and plan for retirement. We have been in the public sector business for years. We are the largest 457 plan administrator in the country. We have over almost four billion in assets that our company owns. We have a rep that will be coming and servicing the City of Montgomery in person if that is what the employees choose, or we can do it virtually like I am coming to you today, which I wish I was there by the way. Hopefully, that helps answer the question, but I am happy to answer any more or provide any more details on the investments and how the program does work.

Motion: Council Member Olson made a motion to accept Resolution 2025-18, a Resolution of the City of Montgomery, Texas, adopting the Nationwide Deferred Compensation Plan; and Further providing for effective date, severability, and finding and determining that the meeting at which this resolution is adopted was open to the public, that the public notice of time, place, and the subject matter of the public business to be considered was posted as required by law. Council Member Donaldson seconded the motion. Motion carried with all present voting in favor.

19. Discussion on H.B. 1522 Open Meetings Notice and the impact on agenda processing.

City Secretary Beaven brought this to the agenda to give you an update on House Bill 1522. This is in relations to open meetings notices. This bill requires government entities to post agendas and meeting notices at least three business days before the scheduled date of the meeting, ensuring there is adequate time for review and for preparation for discussion. This goes into effect on September 1st. What that means is the day of the posting and the day of the meeting do not count. There is no longer 72 hours. It is three business days before. Again, this is just to let you know that these changes are coming. Leadership had a meeting internally to discuss this so that they are aware of this coming down the pipeline. We want to start implementing this now so we can iron out any kinks before September 1st comes into effect. That way you are staying in compliance with their posting of the agendas and transitioning with the new scheduling. If you have a City Council meeting on Tuesday, July 22nd, the agenda needs to be posted the week before on Wednesday, July 16th, which means the agenda cutoff deadline is Wednesday, July 9th, so it really pushes things up for us. Something that the leadership team did note is that the monthly reports that are provided on the second meeting of the month, they are requesting to start moving that to the first meeting of the month. They are asking for the July 22nd monthly reports that are presented at the end of this month to be pushed to the first meeting in August so we can start the transition process. We did not want you to be taken off guard that they are not on the agenda, and we wanted you to know why we are doing this so that way we can stay in compliance with posting regulations. Mayor Countryman said this is ridiculous. I met with Mr. Will Metcalf. This just pushes back business for us. We cannot do general business six weeks out. You have to get it on the agenda. It is absurd, but I know it is already passed. We cannot do anything about it. That is my two cents. Mr. Walker and I are going to meet with him. I am really upset about this because we are going to be doing special meetings weekly now because we cannot get business done in a timely manner. It is awful. Council Member Olson said special meetings still have to have three-day notice. Mayor Countryman said yes. Council Member Olson said that is not changing anything. Mayor Countryman said yes, it does change a lot. Council Member Olson said what it does is it makes you plan into the future. It is the same thing we do in the corporate world. We plan 12 weeks out. Mayor Countryman said but here some of the items got on the agenda last minute because stuff comes in, and if you have to tell a developer who has just purchased the property, you have to wait until the next meeting, probably the next meeting after that. It is just not efficient for city business. When I texted Mr. Metcalf to express my disdain about the post going into effect, he said that he is open to talking about it because I do think on the budget piece I can see that portion, but not to do general business. Six weeks to eight weeks in the future is not efficient for us. We have to be up a lot quicker and I do not want to be special meeting to death every week. Council Member Donaldson said I am missing the point. To me, it is only moving it up two more days. Mayor Countryman said no, it is not. Today is a meeting. This would have been that last Wednesday, all of the information had to be to Ruby, but prior to that, all of this stuff happens a week to a week and a half prior to that, so that the engineers and the attorneys and all department heads can get back. Then, if they are sitting there going back and forth, which happens a lot, now you are pushing it down the road and it could be up to eight weeks. Where today, they counted it as the weekend, as part of the 72 hours. So,

we posted on Friday to meet on Tuesday, but now, they are not allowing the weekends. He said you do not count Wednesdays and you do not count Tuesdays. So, the 72 hours is the Thursday, Friday, and Monday. Council Member Donaldson said the only thing I am misinterpreting is the time it takes for departments to report because I thought they reported just before the due date. You are saying they have to report what they have got to do two weeks before it actually posts, right? Mayor Countryman said yes, and if you miss that window, then you are now kicked out until another two weeks down the line. Council Member Donaldson said they are moving it to the first meeting of the month just to give them more time. Mayor Pro-Tem Fox said to get their schedule to start flowing by September 1st. Finance Director Carl said for the meeting coming up on July 22nd, we are required to have everything in by tomorrow. I do not even have the bank reconciliations wrapped up for June, so I cannot possibly put together a finance report. We are still trying to go through all of the month end items and all the daily operations. That is why for those type of reports, it is just not possible for us to be able to meet that deadline. Typically, the way that it would work is when you know the finance report is coming, I would have until next Wednesday to be able to get that to Ruby, but for her to be able to have the time to go through the agenda and make sure all the content is there and get it over to legal, we just do not have the time anymore to do that. I know the same is true for public works with the operator's report because we cannot even get the data until next Monday. That is why it has to be pushed out. It is unfortunate, but we wanted you to at least be aware. Mayor Countryman said Mr. Metcalf said he would be willing to talk about amending the whole thing like, give me your feedback, see what we can change, and they are certainly open to looking at that. Finance Director Carl said in looking at the budget aspect that is in there, we already followed that. So, one of the things that it talks about is that your budget has to be posted on your website or part of the packet. We post that on our website, so as soon as we have that proposed budget, it goes on the website and it is there for the 30 days. The other piece that it talks about is the piece in your property tax calculation, comparing the average value, what your tax rate would be last year, and what your tax rate would be for next year. They already do that. It is already part of the calculation worksheets that comes from the tax office, so I was a little confused by that. I feel okay with those things. It is just this timeline and how it is going to shift some of the reporting you will get. Mayor Countryman said based on the answer he gave me, there have been bad actors and local governments across the state taking advantage of vague and open-ended language and current public postings. A few bad people have impacted the whole entire state.

20. Consideration and Possible Action on the Escrow Agreement by and between the City of Montgomery and the Developer (“Mavis Southeast LLCD”) and authorizing the Mayor to sign.

City Engineer Roznovsky said in your packet you will see a copy of the development application, followed by a site plan and an exhibit showing where this is. This is a proposed tire, brake, and light auto repair shop behind CVS, south of CVS, running on FM 2854. This is already applied in development. There is already utilities there, so there is no feasibility study required. This is just the approval of the escrow agreement which they will then put up funds to cover the City's cost of administration, legal, and engineering fees to review and approve the plan. Council Member Donaldson said I have a question about the mapping. I

see their plan, what they are going to set behind CVS, but when I go to the map that shows the property, it is a lot more property than they are going to use. City Engineer Roznovsky said that is the current parcel boundary, that whole thing, but they are subdividing off. If you look at the site plan that shows the building, you will see the heavy dash line around it. They are pulling that portion off of that current boundary. Council Member Donaldson said they are just not using all of it. City Engineer Roznovsky said correct. I think the developer will retain that portion. They will pull off the frontage. Mayor Countryman asked is this a franchise? It says the owner lives in New York? City Engineer Roznovsky said I believe it is. This is not a one off store. It is the first in Texas. Council Member Olson said there are a lot of firsts around here.

Motion: Council Member Donaldson made a motion to accept the Escrow Agreement by and between the City of Montgomery and the Developer ("Mavis Southeast LLCD") and authorizing the Mayor to sign. Council Member Olson seconded the motion. Motion carried with Motion carried with all present voting in favor.

COUNCIL INQUIRY

Code Enforcement Officer and Planning/Zoning Administrator Tilley said I wanted to follow up on Council Member Langley's question regarding the telecommunications tower. It was not since 2004. It was actually added to the building regulations under chapter 18 in 2016. Chapter 18 starts in article 5, section 18-124 where it starts with authorized permits and it describes location and setbacks. Council Member Olson asked does it have a height restriction? Code Enforcement Officer and Planning/Zoning Administrator Tilley said there is. It cannot be within 200 feet of any residential use. The height of the tower cannot exceed 75 feet if the tower is located 200 or more feet and less than 250 feet from any residential use, it can exceed 100 feet if the tower is located 250 feet or more, and less than 540 feet from any residential use or the height of the tower shall not exceed 120 feet if the tower is located 540 feet or more from any residential use. Only monopole towers shall be allowed within 540 feet of any residential use. They will definitely make adjustments because of the location of that one house that is close to the entry. Mayor Countryman asked is there residential coming in west of there that is going to impact it? I know north of there is commercial, but west? Code Enforcement Officer and Planning/Zoning Administrator Tilley said I think north of there is still industrial. Mayor Countryman said I mean residential to the west. Code Enforcement Officer and Planning/Zoning Administrator Tilley said residential to the west will make sure they have distance requirements. Council Member Olson asked do we still cap out at 120? Code Enforcement Officer and Planning/Zoning Administrator Tilley said we do, but of course there is always the option of variances and I will take a look at what kind of variances.

EXECUTIVE SESSION

21. Closed Session

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

A. Section 551.072 Deliberations about Real Property regarding 213 Prairie Street and a potential lease agreement.

At 7:17 p.m. Mayor Countryman convened the Montgomery City Council into closed session pursuant to provision Chapter 551 of the Texas Government Code, in accordance with the authority contained in Section 551.072 Deliberations about Real Property regarding 213 Prairie Street and a potential lease agreement.

22. Open Session

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

A. Section 551.072 Deliberations about Real Property regarding 213 Prairie Street and a potential lease agreement.

At 7:45 p.m. Mayor Countryman reconvened the Montgomery City Council into an open session pursuant to provision of Chapter 551 of the Texas Government Code to take any action necessary related to the executive session noted herein, or regular agenda items, noted above, and/or related items.

Item A: No action taken.

CLOSING AGENDA

23. **Items to consider for placement on future agendas.**

No items to consider for placement on future agendas.

24. Adjourn.

Motion: Council Member Czulewicz made a motion to adjourn the Regular Meeting of the City of Montgomery at 7:45 p.m. Council Member Olson seconded the motion. Motion carried with all present voting in favor.

APPROVED:

_____
Sara Countryman, Mayor

ATTEST:

_____
Ruby Beaven, City Secretary

DRAFT

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By: Ruby Beaven**

Subject

Consideration and possible action on the City Council Workshop Meeting Minutes of July 14, 2025.

Recommendation

Staff recommends approval of meeting minutes, as presented.

Discussion

Please see the accompanying minutes:

City Council Workshop Meeting Minutes of July 14, 2025

Approved By

City Secretary	Ruby Beaven	Date: 07/31/2025

City of Montgomery
City Council
Workshop Meeting Minutes
July 14, 2025

OPENING AGENDA

1. Call Meeting to Order.

The City Council Workshop Meeting of the City of Montgomery was called to order by Mayor Countryman at 6:00 p.m. on July 14, 2025, at City Hall 101 Old Plantersville Rd., Montgomery, TX and live video streaming.

With Council Members present a full quorum was established.

Present:	Mayor	Sara Countryman
	Mayor Pro-Tem	Cheryl Fox
	Council Member Place 1	Carol Langley
	Council Member Place 2	Casey Olson
	Council Member Place 3	Tom Czulewicz
	Council Member Place 5	Stan Donaldson

2. Pledges of Allegiance.

Mayor Countryman led the pledges of allegiance.

PUBLIC FORUM

No citizen comments presented for this meeting.

WORKSHOP AGENDA

3. Discussion on Texas Municipal Retirement Services plan review.

City Secretary/Director of Administrative Services Ruby Beaven addressed the Council to present the Texas Municipal Retirement Services (TMRS) plan review and discuss recent changes prompted by House Bill 3161, including the option to increase employee contribution rates from 7% to 8%. City Secretary Beaven explained an employee survey was conducted with 100% response rate and 92% of the employees said they would like to participate in the 8% employee contribution rate.

City Secretary Beaven introduced Shannon Lucero, TMRS Regional Education Manager, to discuss the current plan details and the potential impact on city cost. TMRS education highlighted plan design options, including the adoption of the non-retroactive cost of living adjustment (COLA), which must be implemented by December 31, 2025, to lock in benefits and avoid future recalculations.

Ms. Lucero explained the comparison of optional plan designs for current, option 1, option 2, and option 3.

Plan Provisions	Current	Option 1	Option 2	Option 3
Employee Contribution Rate	7%	8%	8%	7%
City Matching Ratio	2 to 1	2 to 1	2 to 1	2 to 1
Updated Service Credit (USC)	50% (Repeating)	50% (Repeating)	50% (Repeating)	50% (Repeating)
Transfer USC *	Yes	Yes	Yes	Yes
COLA	50% (Repeating)	50% (Repeating)	50% (Repeating)	50% (Repeating)
Retroactive COLA	Yes	Yes	No	No
Retirement Eligibility	20 years	20 years	20 years	20 years
Vesting	5 years	5 years	5 years	5 years
Supplemental Death Benefit	Actives + Retirees	Actives + Retirees	Actives + Retirees	Actives + Retirees
Contribution Rates	**2026**	**2026**	**2026**	**2026**
Normal Cost Rate	9.54%	11.04%	10.84%	9.37%
Prior Service Rate	0.69%	1.25%	1.13%	0.55%
Retirement Rate	**10.23%**	**12.29%**	**11.97%**	**9.92%**
Supplemental Death Rate	0.19%	0.19%	0.19%	0.19%
Total Contribution Rate	**10.42%**	**12.48%**	**12.16%**	**10.11%**
Unfunded Actuarial Liability	$223,303	$427,982	$383,612	$181,484
Funded Ratio	94.6%	90.1%	91.0%	95.5%
Benefit Increase Amortization Period	20 years	20 years	20 years	20 years
Stat Max	13.50%	N/A	N/A	13.50%
Retirement Rate Exceeds Stat Max	No	Yes	Yes	No

The council expressed strong support for Option 2, which involves adopting the 8% employee contribution rate without the non-retro COLA, resulting in a modest increase of approximately 1.7% in total payroll costs for next fiscal year. The decision is primarily aimed at enhancing employee retention and aligning with market standards, with plans to incorporate this into the upcoming budget discussions.

4. Discussion on an amendment to the City of Montgomery Policies and Procedures Manual, Section V. Attendance, Leaves, and Absence, Reference Number 5.04, Subject: Holidays as attached as Exhibit A.

City Secretary/Director of Administrative Services Ruby Beaven addressed the Council to present the Discussion on an amendment to the City of Montgomery Policies and Procedures Manual, Section V. Attendance, Leaves, and Absence, Reference Number 5.04, Subject: Holidays. On June 24, 2025, a Resolution was presented to Council for consideration to amend Section 5.04 of the Policies and Procedure Manual. The motion was to bring this item to the July 14 budget workshop for discussion and return the item at the July 22 regular meeting for a decision. Currently, the City observes paid City holidays for Regular Full-Time Employees. The update to this policy is to observe New Year's Eve and Juneteenth as paid City holidays.

The discussion among the Council focused on amending the city's policy on holiday leave, specifically increasing the total paid holidays from 12 to 12.5 days by adding a half-day off on New Year's Eve. Council members debated whether to implement this change, with some suggesting the use of a floating holiday as an alternative, but ultimately leaning towards a simple half-day adjustment to maintain clarity and ease of administration. The proposed change will be

revisited for approval at the July 22nd meeting, reflecting a consensus to slightly expand holiday time while keeping it straightforward for staff and administration.

5. Discussion on an amendment to the City of Montgomery Policies and Procedures Manual, Section V. Attendance, Leaves, and Absence, Reference Number 5.05, Subject: Vacation Leave as attached as Exhibit A.

City Secretary/Director of Administrative Services Ruby Beaven addressed the Council to present the discussion on an amendment to the City of Montgomery Policies and Procedures Manual, Section V. Attendance, Leaves, and Absence, Reference Number 5.05, Subject: Vacation. On June 24, 2025, a Resolution was presented to Council for consideration to amend Section 5.05 of the Policies and Procedure Manual. The motion was to bring this item to the July 14 budget workshop for discussion and return the item at the July 22 regular meeting for a decision. The current policy limits city employees' vacation accruals with a maximum cap, preventing further accumulation once reached, which has led to employee dissatisfaction. The revised policy will eliminate this maximum accrual threshold, allowing employees to continue accruing vacation time, while establishing a cap on the maximum payout amount for accrued vacation upon employment separation, thereby addressing concerns and providing clearer limits on payout potential.

The discussion among the Council focused on clarifying and aligning the city's vacation leave policy with current payroll practices, emphasizing that employees accrue 8 hours per month, but are currently paid based on approximately 3.7 hours per pay period due to payroll systems. The group agreed to update the policy to match the bi-weekly accrual rate of 3.7 hours, ensuring consistency and accuracy, and to maintain a cap of hours on vacation payout at time of separation to manage liabilities. They also discussed encouraging employees to take their earned vacation time to prevent accrual issues, with the understanding that employees can still accrue more, but will only be paid up to the cap upon departure. The consensus was to bring forward these adjustments for approval, with an emphasis on simplifying the process and maintaining transparency.

6. Discussion and review of Evergreen Solutions Compensation Study.

City Secretary/Director of Administrative Services Ruby Beaven addressed the Council to present the discussion and review of Evergreen Solutions Compensation Study. The discussion covered the Evergreen Solutions Compensation Study, focusing on options for bringing employee pay to minimum levels, class parity, or hybrid scales, with the council favoring the hybrid approach to balance competitiveness and internal equity. The group reviewed the financial impacts, noting adjustments for about 10 employees and emphasizing the importance of aligning job descriptions and pay scales with current duties and market standards. There was also conversation about updating job descriptions, with suggestions to use AI tools for efficiency, and clarifications on departmental changes, particularly regarding permits and the role of event coordinators. The consensus was to proceed with adopting the hybrid scale, including adjustments to job descriptions, while remaining flexible to future organizational changes, with plans to finalize these updates in upcoming meetings.

7. Discussion regarding FY2026 Annual Budget by Fund and Department.

Finance Director Maryann Carl addressed the Council to present the discussion regarding the FY2026 Annual Budget by Fund and Department. The budget discussion covered a comprehensive overview of the FY 2026 projections, highlighting anticipated revenue increases from property taxes and sales tax, adjustments to expenses like legal costs (notably increased due to legal services and contract adjustments), and the importance of monitoring fund balances amid rising costs. Significant items included the planning for a $14 million water project, with

strategies to finance it through debt issuance and impact fees, and ongoing efforts to manage infrastructure upgrades, personnel costs, and technology investments. The presentation emphasized maintaining a healthy fund balance, ensuring transparency with debt service, and preparing for upcoming discussions on property tax rates and capital project funding, with key dates set for budget approval and public posting.

COUNCIL INQUIRY

City Secretary/Director of Administrative Services Ruby Beaven addressed the Council to update them on the upcoming 2025 TML Annual Conference slated for October 29-31, 2025 to be held in Forth Worth. Registration will open on July 29, 2025.

CLOSING AGENDA

8. Adjourn.

Motion: Council Member Czulewicz made a motion to adjourn the Workshop Meeting of the City of Montgomery at 8:27 p.m. Council Member Olson seconded the motion. Motion carried with all present voting in favor.

APPROVED:

_____
Sara Countryman, Mayor

ATTEST:

_____
Ruby Beaven, City Secretary

DRAFT

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By: Ruby Beaven**

Subject

Consideration and possible action on the City Council Regular Meeting Minutes of July 22, 2025.

Recommendation

Staff recommends approval of meeting minutes, as presented.

Discussion

Please see the accompanying minutes:

City Council Meeting Regular Minutes of July 22, 2025

Approved By

City Secretary	Ruby Beaven	Date: 08/05/2025

City Council
Regular Meeting Minutes
July 22, 2025

OPENING AGENDA

1. Call Meeting to Order.

The City Council Regular Meeting of the City of Montgomery was called to order by Mayor Countryman at 6:00 p.m. on July 22, 2025, at City Hall 101 Old Plantersville Rd., Montgomery, TX and live video streaming.

With Council Members present a full quorum was established.

Present:	Mayor	Sara Countryman
	Mayor Pro-Tem	Cheryl Fox
	Council Member Place 1	Carol Langley
	Council Member Place 2	Casey Olson
	Council Member Place 3	Tom Czulewicz
	Council Member Place 5	Stan Donaldson

2. Invocation.

Council Member Czulewicz gave the invocation.

3. Pledges of Allegiance.

Mayor Countryman led the pledges of allegiance.

PUBLIC FORUM

No inquiries were received.

PRESENTATION

4. Press release presented by Mayor Countryman regarding the Heartwood Native Garden at the City of Montgomery's Memory Park.

Mayor Countryman read the press release regarding Heartwood Native Garden.

CONSENT AGENDA

DRAFT

5. **Consideration and possible action on the City Council Regular Meeting Minutes of May 27, 2025.**

6. **Consideration and possible action on the City Council Budget Workshop Meeting Minutes of June 09, 2025.**

7. **Consider and accept excess collections for 2024 Debt Service and certification for Debt Service collection rate for 2025/2026.**

Motion: Mayor Pro-Tem Fox made a motion to accept the consent agenda as presented. Council Member Czulewicz seconded the motion. Motion carried with all present voting in favor.

PUBLIC HEARING

8. **Convene into the Public Hearing on the request by Texas First Bank for a special use permit for a financial institution with two drive thru lanes and a dedicated lane for a drive up ATM machine at 19940 Eva Street.**

   Mayor Countryman convened the Montgomery City Council into a Public Hearing at 6:08 p.m.

   No speakers For or Against the Special Use Permit request.

   Mayor Countryman reconvened the Montgomery City Council into a Regular Meeting at 6:08 p.m.

REGULAR AGENDA

9. **Consideration and possible action regarding a request by Texas First Bank for a special use permit for a financial institution with two drive thru lanes and a dedicated lane for a drive up ATM machine located at 19940 Eva Street.**

   Code Enforcement Officer and Planning/Zoning Administrator Tilley said 19940 Eva Street is located between the Wendy's and Christian Brothers. It is a big commercial zoning district. The reason why it is going through the special use permit application and process is that financial institution is currently not listed in our list of permitted uses, but the closest permitted uses are professional offices and loan office all of which are permitted in the B- commercial zone district. In addition to that, they do have accessory uses which is the drive-up teller and then the single drive-up ATM machine. The accessory use plus the financial institution and a special use permit. I would recommend approval. The maneuvering of the lanes are all within the property itself. It does not overflow onto SH-105 or even the private drive behind this building. You can see the photos and the layout of the building. It would meet all of our requirements under the comprehensive plan. It also went through the Planning and Zoning Commission and they recommended approval. You will see the memo attached for your reference. Staff would also recommend approval of this special use permit.

DRAFT

Motion: Council Member Donaldson made a motion to accept a request by Texas First Bank for a special use permit for a financial institution with two drive thru lanes and a dedicated lane for a drive up ATM machine located at 19940 Eva Street. Mayor Pro-Tem Fox seconded the motion. Motion carried with all present voting in favor.

10. **Consideration and possible action on a Resolution of the City of Montgomery, Texas, approving an amendment to the City of Montgomery Policies and Procedures Manual, Section V. Attendance, Leaves, and Absence, Reference Number 5.04, Subject: Holidays as attached as Exhibit A; and Further providing for effective date, severability, and finding and determining that the meeting at which this resolution is adopted was open to the public, that the public notice of time, place, and the subject matter of the public business to be considered was posted as required by law.**

    City Secretary Ruby Beaven said the proposed resolution is 2025-19.

    Motion: Council Member Donaldson made a motion to accept Resolution 2025-19, a Resolution of the City of Montgomery, Texas, approving an amendment to the City of Montgomery Policies and Procedures Manual, Section V. Attendance, Leaves, and Absence, Reference Number 5.04, Subject: Holidays as attached as Exhibit A; and Further providing for effective date, severability, and finding and determining that the meeting at which this resolution is adopted was open to the public, that the public notice of time, place, and the subject matter of the public business to be considered was posted as required by law. Council Member Czulewicz seconded the motion. Motion carried with all present voting in favor.

11. **Consideration and possible action on a Resolution of the City of Montgomery, Texas, approving an amendment to the City of Montgomery Policies and Procedures Manual, Section V. Attendance, Leaves, and Absence, Reference Number 5.05, Subject: Vacation Leave as attached as Exhibit A; and Further providing for effective date, severability, and finding and determining that the meeting at which this resolution is adopted was open to the public, that the public notice of time, place, and the subject matter of the public business to be considered was posted as required by law.**

    City Secretary Beaven said the proposed resolution is 2025-20.

    Motion: Council Member Czulewicz made a motion to accept Resolution 2025-20, a Resolution of the City of Montgomery, Texas, approving an amendment to the City of Montgomery Policies and Procedures Manual, Section V. Attendance, Leaves, and Absence, Reference Number 5.05, Subject: Vacation Leave as attached as Exhibit A; and Further providing for effective date, severability, and finding and determining that the meeting at which this resolution is adopted was open to the public, that the public notice of time, place, and the subject matter of the public business to be considered was posted as required by law. Mayor Pro-Tem Fox seconded the motion. Motion carried with all present voting in favor.

12. **Consideration and possible action on a first reading of a Resolution of the City Council of the City of Montgomery, Texas, approving a project and expenditure of the**

Montgomery Economic Development Corporation for production of video promotional material with Pioneer Production Services, LLC.

City Secretary Beaven said this is the item that was presented to MEDC. Mayor Countryman said it is for the short form video documentary and a commercial segment for promotion. City Secretary Beaven said yes. They have already held their public hearing and it now has to go through two readings through City Council and a 60-day waiting period. This is the first reading. Mayor Countryman said this is the Dennis Quaid production. I have spoken with them. They would like to come and do a promotional on the City of Montgomery to be broadcasted on all major broadcast platforms and streaming, in print and digital. They would come spend a day or two with us and really highlight Montgomery. It will be on Fox News, CNN, and Business Week. It is a 10-second and a one minute segment. I think there is a third one they would cut and do. The City has never done anything like this as far as promotion and marketing.

Motion: Council Member Czulewicz made a motion to accept a first reading of a Resolution of the City Council of the City of Montgomery, Texas, approving a project and expenditure of the Montgomery Economic Development Corporation for production of video promotional material with Pioneer Production Services, LLC. Council Member Olson seconded the motion.

Discussion: Council Member Langley asked what is the amount? Mayor Countryman said $29,300. That is for the videographers to come and for them to cut and stay. I think they are coming actually from Houston. I am not sure if they are going to stay the night, but it is for all of them to be able to cut, slice and dice, and then promote it. City Attorney Petrov said to be clear, it has been paid out of the MEDC budget. Because the expenditure is over $10,000, City Council approval is required. The statute actually requires you to approve it twice. If you approve it tonight, we will be back on the agenda next month as well. Council Member Olson said there are some other things that come with this. We will own this so we can use it at any time. This is a good thing. Dennis Quaid does the introduction and it is professionally done, so it is not a little YouTube mockup. It is an actual production. Mayor Countryman said a real production. Council Member Czulewicz said he has also been very good to Texas. Mayor Countryman said yes. He lives here. He is good.

Amended Motion: Council Member Czulewicz made a motion to accept a first reading of a Resolution of the City Council of the City of Montgomery, Texas, approving a project and expenditure of the Montgomery Economic Development Corporation for production of video promotional material with Pioneer Production Services, LLC. Council Member Olson seconded the motion. Motion carried with all present voting in favor.

13. **Consideration and possible action on a first reading of a Resolution of the City Council of the City of Montgomery, Texas, approving a project and expenditure of the Montgomery Economic Development Corporation for the purchase of 0.2458 acres of land located at Montgomery Townsite 03, Blk 16 in Montgomery County, Texas.**

City Secretary Beaven said this is an item that is also being presented by MEDC for the purchase of a piece of land off FM 149 and downtown. It also has to go through two readings

through City Council. It already had the public hearing and now we are just going through the approval process and waiting for the 60-day waiting period. Mayor Countryman said that is a great addition.

Council Member Olson asked is everyone familiar where the piece of land is? It is north of the museum on FM 149.

Motion: Mayor Pro-Tem Fox made a motion to accept a first reading of a Resolution of the City Council of the City of Montgomery, Texas, approving a project and expenditure of the Montgomery Economic Development Corporation for the purchase of 0.2458 acres of land located at Montgomery Townsite 03, Blk 16 in Montgomery County, Texas. Council Member Donaldson seconded the motion. Motion carried with all present voting in favor.

14. Consideration and possible action on a Resolution for support for the Central Texas flood victims and a community solidarity initiative in the City of Montgomery, Texas.

City Secretary Beaven said the proposed resolution is 2025-21. This is the green ribbon initiative. Mayor Countryman said yes. Everything that happened out in Hunt, Ingram, and Camp Mystic. Other cities are adopting the green ribbons for around trees and important areas in town to show support and solidarity with them, with the victims. We have some that are actually in Montgomery County. Council Member Czulewicz asked how are the ribbons going to be distributed? Mayor Countryman said I believe is it Stephanie who is going around to put them up. She already has them. Council Member Olson said it says distribute free ribbons to citizens, city residents. Mayor Countryman said I also think she is putting some up at the front desk, but I know she is putting some up as well. Public Works is going to be helping also.

Motion: Mayor Pro-Tem Fox made a motion to accept a Resolution, Resolution 2025-21 for support for the Central Texas flood victims and a community solidarity initiative in the City of Montgomery, Texas. Council Member Olson seconded the motion. Motion carried with all present voting in favor.

15. Consideration and possible action on an Ordinance of the City of Montgomery, Texas, ordering a public hearing concerning amending Article III, "Impact Fees" of Chapter 90 "Utilities" of the City Code of Ordinances by adopting new impact fees for water and wastewater improvements that are attributable to new development in the city's proposed water and wastewater impact fee service area within the corporate boundaries of the city; Providing open meeting and effective date provisions; and Providing for related matters.

Mr. Chris Roznovsky, City Engineer, WGA said as you all know, the City has adopted impact fees. Those have been in place for a few years. At this time and every so often, impact fees need updated based on land use assumptions, timing, development, etc. As you all know, the City has been very busy in terms of development, especially trigging events such as annexations, but your land use assumptions are based on the land that the City is going to serve. Between that and the timing of the develop of the projects needed, you are going to have to [inaudible]. This item today is just calling the public hearing. One correction that will be

reflected in the actual ordinance is the public hearing would be on August the 26th at 6:00 p.m. instead of September 29th. This is based on new legislation being introduced.

City Engineer Roznovsky said to highlight the changes that are in here in and the process that it has gone through so far, if you remember, you have a capital impact advisory committee and the Planning and Zoning Commission serves in that capacity. Back in May, these lane use assumptions and updated impact fees were presented to them to show what the changes were to the lane use as well as the impact fees themselves. When you get to page 68 of your packets, you will see the executive summary of the changes and then everything behind that is the supporting process, exhibits, etc., backing up the information. What you have in here is we are looking at over the next 10 years a projected additional 3,923 connections with 1,754 of those currently in active development agreements, feasibility, etc. We have a lot that is happening now. The second point is the updated timing of the project. This looks at a 10-year window that we are sitting outside of that 10 year window that have been brought into the 10 years in order to keep up with the demand and the growth. Obviously, the cost of completing projects continues to go up. All those things combined between the additional connections, the timing of the projects, and the cost of the projects, it is approximately an increase of about 17 percent on impact fees. It takes the maximum accessible impact fee for a single family home from $39.84 to $47.88. That is per connection cost. If you look, you will see a total of the recoverable amounts. Again, as a reminder we talk about these every so often, but you are only allowed to capture the cost of increasing capacity. For example, if we go and try to rehab the water plant and we want to do recodings, and replace the tank in kind, that does not increase its capacity. It is only based on what is actually producing more or increasing your capacity to provide water and sewer service. When the calculation goes through, it is those projects or parts of those projects that are attributed to growth in the ability to provide service, not just taking care of the water and sewer system.

City Engineer Roznovsky said other projects that are on here are water lines, you have your plant projects which we have talked about extensively in the past, as well as parts of projects that have been completed or being completed. You can continue to assess part of the impact fees to pay down debt. This includes things like the downtown water line replacement that has been previously completed, and the growth portion of the water plant number two project. The increase in wall capacity is part of the attributable fee, as well as projects that have been funded by developers and then reimbursed through impacting credit. We still carry that cost forward. They are still collecting on those costs that the City spends. Mayor Pro-Tem Fox asked when is number two going live? City Roznovsky said for their contract time, I do not have a true update, but their contract time ends I believe the second week of August. As far as an exact deadline scheduled from them, I do not have that. Council Member Czulewicz said first of all so everybody knows, we are talking about 10 years, $51 million. City Engineer Roznovsky said correct. Council Member Czulewicz said and $26 plus million for water, $24 plus million for sewer. City Engineer Roznovsky said correct. Council Member Czulewicz said you put in your executive summary that $21 million of the water is recoverable. How is it recoverable because the connection fees only cover $18 million? City Engineer Roznovsky said that can go into the calculation. What is allowed to go into the calculation is that recoverable amount. State law still limits on how much of that percentage you can recover, so most of those get reduced by roughly 50 percent based on the type and the calculation of what you can actually

attribute toward the calculation of the impact fee. State law is very specific on what you can and cannot count, and how you can calculate it. For water plant number two, that water well went from a 300-gallon per minute pump to a 500 gallon per minute well. We cannot take the full cost of that well. We have to take that ratio of that 200 gallon per minute increase. Then, there is a factor, and most of those are 50 percent of that cost that you can put toward the impact fee itself. Council Member Czulewicz said you are saying it is recoverable as a matter of being able to use the impact fees, right? City Engineer Roznovsky said it is recoverable in the fact of being able to go to the calculation for the impact fees. Council Member Czulewicz said yes, I understand that part, but the total based on your calculation, the total of the impact fees for the 3,900 connections is only $18 million. City Engineer Roznovsky said correct. Council Member Czulewicz said you are talking about twice that for recoverable. City Engineer Roznovsky said correct. You are not allowed to go 100 percent on your cost by state law. Council Member Czulewicz asked where does the other money come from when you say recoverable? City Engineer Roznovsky said again, I am not quite following the recoverable. The recoverable, meaning it can go into the coverage. That is really the only part of the recoverable. As far as where the delta comes from, you are allowed to use impact fees to pay for debt, by issuing debt and using impact fees to pay for those, as well as you have to increase the growth through development. This is just one of the tools in the toolbox to be able to provide some funding and relief to get that burden on the new developments that are paying for them as they come, versus waiting for the tax. Council Member Czulewicz said the recoverable is coming from users fees basically. City Engineer Roznovsky said correct.

City Engineer Roznovsky said tonight is on the public hearing. Please take a look and if you have more questions, we will go into more detail. Council Member Czulewicz asked when is the next time we can raise the impact fees? City Engineer Roznovsky said you do a bi-annual every time there is a trigger event, we will look at it. City Attorney Alan Petrov, Johnson & Petrov said as of September 1st the state law changes. Then, it is going to be once every three years. That is one reason we are rushing to get this done. Council Member Olson said the rates that we are changing too are based off of a growth number that is projected growth. I struggle with our projected growth. If we are saying in 10 years we are going to have roughly 3,900 additional, but in three, we already have 45 percent of that. To me, that calculation is not good. City Engineer Roznovsky said based on the impact incentive, what is in the current city limits and so what is there? So without annexations, you are building now a lot. A lot of the properties that are in the city limits which is what we can calculate this on, are included in this fee. Those additional connections are the build out of what essentially is in development today and the miscellaneous undeveloped properties around the City. Council Member Czulewicz said that is 3,900 more from today on. City Engineer Roznovsky said that is correct. Council Member Czulewicz asked what are the estimates on what we can expect full growth for the City? How many connections do you anticipate? City Engineer Roznovsky said I do not have that in front of me, but I can definitely bring it to the next meeting. Council Member Czulewicz said I am looking at the fact that the City is a finite space and we only have so many acres. We have wetlands and creeks, and when we are looking at $50 million, we need to know where the money is going to come from. Mayor Countryman said the surrounding areas, cities and areas like us that actually collect impact fees, this is how a lot of cities have gotten behind because they did not. Is 17 percent increase because we are all in hyper-growth? Is that typical or do we need to go a little higher? City Engineer Roznovsky said the way it is calculated it takes to

the maximum that we can. It is worded as maximum accessible. The City would like to assess lower. At this stage, if it allows 50 percent, we are taking 50 percent of that calculation and as much as we are allowed to put inflationary numbers and contingencies, and things of that on top of these. As far as the total number, yes, there are not a lot of cities around that have impact fees, but I know there are more cities that are looking at them to help with funding. The action tonight is calling a public hearing on August 26th at 6:00 p.m.

Motion: Council Member Czulewicz made a motion to accept Ordinance 2025-08, an Ordinance of the City of Montgomery, Texas, ordering a public hearing concerning amending Article III, "Impact Fees" of Chapter 90 "Utilities" of the City Code of Ordinances by adopting new impact fees for water and wastewater improvements that are attributable to new development in the city's proposed water and wastewater impact fee service area within the corporate boundaries of the city; Providing open meeting and effective date provisions; and Providing for related matters with the public hearing being held August 26th at 6:00 p.m. at 101 Old Plantersville Road, City Hall. Council Member Olson seconded the motion. Motion carried with all present voting in favor.

16. **Consideration and possible action on an Ordinance of the City Council of the City of Montgomery, Texas amending the rates to be charged for solid waste collection service inside the City of Montgomery, Texas; providing for a penalty for failure to pay accounts; providing conditions upon which service will be resumed; repealing all conflicting ordinances; providing a savings clause; providing a Texas open meetings act clause; and providing an effective date.**

City Secretary Beaven stated the proposed Ordinance is 2025-09.

Finance Director Maryann Carl said as you may recall last year under the Waste Management contract, we had done a five-year extension with an annual increase based on all types of different figures that are included in your packet this evening. There is a CPI, a fuel cost, and all these different variables that were brought into play. Based on that, the adjustment is an increase of 3.19 percent. That is outlined in the attachments and also in your cover sheet showing the old rate and the new rate. The rates that are in your packet exclude the five percent administrative fee, so the rate will be slightly different when you get your bill because that five percent fee is on top of these fees from Waste Management. Mayor Countryman asked are we at 8.19 percent increase? Finance Director Carl said not the increase itself. The five percent has been there. The only thing that is increasing is the Waste Management portion. Council Member Langley asked will it go into effect on August 1st? Finance Director Carl said correct. They will see it in their billing that we do on August 22nd. We did put a notification on the calendar and that is going out with today's billing letting them know that there was going to be an increase in the Waste Management rates and to see the website for that information. We have directed them and tomorrow morning we will post the result of tonight's actions.

Motion: Council Member Czulewicz made a motion to accept Ordinance 2025-09, an Ordinance of the City Council of the City of Montgomery, Texas amending the rates to be charged for solid waste collection service inside the City of Montgomery, Texas; providing for a penalty for failure to pay accounts; providing conditions upon which service will be resumed;

repealing all conflicting ordinances; providing a savings clause; providing a Texas open meetings act clause; and providing an effective date. Council Member Olson seconded the motion. Motion carried with all present voting in favor.

17. Consideration and Possible Action on formally ending the warranty period and releasing the maintenance bond for the Life Station No. 10 Improvements project.

City Engineer Roznovsky said as a reminder, this project was funded by Pulte for Montgomery Bend Development. Lift station number 10 is on the south side of Town Creek on Buffalo Springs. When you first cross the bridge coming back into Montgomery, it is that lift station off to the side of the street. What this project completed is Pulte upsized the force main all the way from there to in front of the new Montgomery Hills development, the Taylor Morrison development. They upsized that line as part of the project. Phase two, which is currently bidding, is funded by Taylor Morrison, which will upsize the pumps and controls the generator on that site. It is a two-piece effect. If you remember, the initial attempt was to do one project with a cost split. Timing of those two developments were different, so, we did the force main on one and the pumps on the other to get to the same result. We bought this project back on June 24th. No deficiencies were found and so we recommend officially ending the warranty period on this portion of the project.

Motion: Council Member Donaldson made a motion to accept formally ending the warranty period and releasing the maintenance bond for the Life Station No. 10 Improvements project. Mayor Pro-Tem Fox seconded the motion. Motion carried with all present voting in favor.

18. Consideration and possible action on BCS Capital Development Agreement and authorize the Mayor to execute the agreement.

Mayor Countryman stated item 18 is not ready to be presented.

19. Consideration and possible action on a partnership agreement with Montgomery Neighbors Magazine to promote city initiatives, promoting the City of Montgomery and calendar of events.

Special Events Coordinator Stephanie Johnson said I have Jan McKemy here with me from the Montgomery Neighbors Magazine. She can help answer any questions that you may have. This is a publication for Montgomery. It serves 11 of the higher end neighborhoods and the goal is to update the community with the City initiatives with all the development that is going on. It will also feature a mayor's letter and community events. Mayor Countryman said great. It is another marketing avenue. Special Events Coordinator Johnson said yes. Ms. McKemy said what our plan is to do is to focus on the downtown area. What we are going to do is I am offering a section in the magazine. We are going to call it something like City of Montgomery's Community Corner. We are going to have a monthly newsletter that is written by the mayor. The possibilities are endless. What we want to do is to get more involvement in the City. We are going to be promoting different departments. We can do the parks and recreation, first responders, council members, etc. The mayor is going to be featured on our front cover in September. Our goal is to promote small businesses, bring small businesses together with the

community, and celebrate the heroes, celebrate just the people in our community. I think we need more of that in our community. What we would love to do is partner with the City in trying to bring that forward. Also, we want to be able to help bring these marketing avenues outside of our city limits as well. We do print, but we also do digital. Digital will be 77356 and 77316. With that total number, we reach nearly 3,000 homes with the print right now, but we are going to be bringing magazines into the downtown area. I do not have the exact number of businesses downtown, but we are going to be providing magazines to the downtown area. We are also going to be including the visitors center. We are going to be trying to help attract new businesses and all of our visitors and shoppers, trying to connect them with the happenings of Montgomery. One of the packages that we added on is to extend those two zip code areas. We have a package that we can add up to five more zip code areas which extends your advertising of Montgomery outward beyond your city limits. That is a great way to extend your marketing power. We have talked about other ways that we can boost your power here in the Montgomery area. We are looking at originally just around 66,000 people monthly. This is our team. Andrea Katen and Lily Plouvier our photographer. Our main goal is to support what the City does. We are growing so fast that I think the residents really would like to have a place to go to get updates, monthly magazines. People would really read all of the new businesses that are coming into town, all of what you guys are saying tonight, we would like to have a recap. I do have my contact coordinator that would be gathering information from the City. We would be putting that information into the magazine. We have calendars, so we would be putting your calendar of events into the magazine. I think that we could maybe get more attention and attendance. We are looking at a half page or a full page, but we focus more on the full page. I personally am donating a half a page monthly for the mayor to write a newsletter every month. She will be submitting a newsletter with what is happening in the City. We have talked about the items that she was very excited talking about. We are also going to be talking about the new things that are happening, updates on the City, school events. We will have the calendar obviously on these big events. We are going to have pictures of these events. Council Member Langley asked how long have you been in business? Ms. McKemy said the magazine has been in print for over a year now. Mine has been in print a year in July. The company Best Version Media is the third largest media company in North America. We have magazines in every single state, in every single province in Canada. We are locally in the northern part of Houston. We have Montgomery, Magnolia, the Woodlands, and Spring. We are near in Cyprus, Tomball, and Conroe, but we will probably have 10 to 15 in the next couple years. Council Member Langley asked where could I pick up one of these magazines at tomorrow? Ms. McKey said I have a couple here. The cool thing is we will have extra copies in the visitor center. Council Member Langley asked, but they are not there now. Ms. McKemy said no. Council Member Olson said I got one in the mail yesterday. Ms. McKemy said yes, they just came. I just got mine in the mail yesterday. Council Member Langley said I have never gotten one. Ms. McKemy said right now they go to select neighborhoods. The way we are trying to get them to more people is to bring them into the City and then into the visitors center. Once we grow a little bit more, we are trying to expand, but being a small business owner, this comes out of my pocket, so I have to earn money to grow. Mayor Pro-Tem Fox asked do you select neighborhoods versus zip codes? Ms. McKemy said they are in two different zip codes. The neighborhoods are on Buffalo Springs and then down FM 2854. Mayor Pro-Tem Fox said so it is not necessarily by zip code, it is by neighborhood. Mayor Countryman said the neighborhoods inside these two zip codes. There are 11 neighborhoods that they are focusing

DRAFT

on inside these two zip codes. Some are in the city limits, the majority are out of the city limits. Mayor Pro-Tem Fox said I am on the south side of SH-105 in 77316, but I have never seen the magazine. Ms. McKemy said the print magazine right now goes to those 11 neighborhoods. We are trying to expand and grow into the City. I have to take baby steps because this is coming out my pockets. I am trying to grow, and to grow, this is how I am trying to do it. I am trying to expand by donating the magazines into the businesses and then donating magazines into the visitor center. From that, we hope to grow and expand, but these are the initial steps. Council Member Czulewicz said you said your distribution is currently 3,000 magazines. What percentage of those are going to residences via the mail? Ms. McKemy said 3,000. Council Member Czulewicz asked all 3,000? Ms. McKemy said yes. That number will increase as those homes on Buffalo Springs grows. Some of those are new neighborhoods. We expect the total number to be around 31. Mayor Countryman said this is another initiative for marketing for the City since we do not have a magazine that highlights us. I thought it was interesting as well because our chamber does not have our name in it. This actually is about Montgomery. You all pick people that live in the City of Montgomery. You are really highlighting the businesses in downtown Montgomery. Everybody out east has all their national brands and national marketing and it is those little guys that are in town that really could use the boost in marketing and then letting people know where our events are too. I think you said we have over 200 events in the City between different variations of things. Special Events Coordinator Johnson said basically that is reservations. Ms. McKemy said I have contacted other publishers not only in Houston, but Austin, Dallas, and then Kentucky. There is a reason for that because that is where my district manager is. In Dallas, there are publishers who have cities in their magazines. Austin, there are as well. Here in Houston, Kema is an interesting place. He is not quite up and running yet, but not only is he putting their city in the magazine, but he is also running their events. He is there really getting involved. Tony is the publisher and he is working about 30 to 50 miles outside of the Kema area and then using those publishers in the other areas. We have about 25 magazines in the Houston area. He is using those magazines to advertise Kema. There is a great web that we are starting to see in the publishers world. It is really exciting to be on the ground floor with all of this. Council Member Czulewicz said you say you currently have it digital. Does your digital presentation currently have a link to our city web page? Ms. McKemy said no, but I can get you some digital information. Council Member Czulewicz asked what is the cost to the City to use your service? Special Events Coordinator Johnson said the tier one, the amount is anywhere from $1,660 to $2,835. That depends on if you go a month. It depends on if you just go print. Obviously, the print is only the $1,600. The print plus digital, which is the broader reach is the $2,835. Full page is $1,660 for the print only. Council Member Olson said the digital is not $2,835. I believe it is $3,835 because that is what her presentation says. The price that is listed in our agenda does not appear to line up to what you put in your presentation. You have a pricing slide on page 119. Mayor Pro-Tem Fox asked could we all get a copy of the magazine? Ms. McKemy said yes. Mayor Countryman asked is this coming out of any MEDC money or the City? Special Events Coordinator Johnson said City. I apologize for the last few changes to the slide. I believe that I had already prepared the agenda. My apologies for that. To my understanding, the print only was $1,660 and that could have been for a half page and then up to $2,835. The confusion might be for a half page and a full page. Mayor Countryman said full page is $2,835 monthly and a half page is $2,165 monthly. City Secretary Beaven asked Special Events Coordinator Johnson to give her a copy of the final version of this. Special Events Coordinator Johnson said yes, I can do that. Did I hear

DRAFT

correctly the half page is $1,660? Mayor Countryman said that is what it says on there. Special Events Coordinator Johnson asked then the $2,835 is for the half page digital? Mayor Countryman said no, it is for the full page. Special Events Coordinator Johnson said what I probably did was put the minimum and then the maximum. Council Member Olson said the $1,660 is just a half page print and includes no digital. Then, there is $2,135 I think that includes a half page print and digital. I believe this $2,835 is full page and digital.

Motion: Council Member Czulewicz made a motion to table this item until the August 26th meeting.

Discussion: Council Member Olson agreed and asked at that time to be provided with the correct pricing sheet. Ms. McKemy said she can do that. City secretary Beaven said before you finalize, we actually have a scheduled budget workshop for August 11th. Would you rather it be on August 11th? Council Member Olson said we will take action on it in the meeting, so that would be a table until the meeting. We can bring it up as an agenda item within the budget meeting, but we cannot take action in the budget meeting. We want to table it until August 26th.

Amended Motion: Council Member Czulewicz made a motion to table this item until the August 26th meeting. Council Member Donaldson seconded the motion. Motion carried with all present voting in favor.

20. Consideration and possible action on the acceptance of the Old Plantersville Forcemain Extension Project and authorize the City Administrator to sign the Certificate of Acceptance.

City Engineer Roznovsky said starting at page 121 of your packets, you will see a cover letter followed by the documents and an exhibit showing where this project is. As a reminder, this is part of the Briarley development. They funded the water and sewer extensions to serve the development. This is the force man piece of that. This project was, if you look at the dates on here, completed a while ago. Last September we did the final inspection. It was substantially complete last October, it was ready to be operational. They have passed all testing and the functional items of the project were complete. The thing that we have been waiting on since last October until now is establishing turf along the project route. They had to go back and reseed multiple times. That was in their contract to do so, and they now have turf established along the route of the project. The dates on here seem a little off. They were accepting as of October the 25th, 2024 because that is when the project was substantially complete and operational. That will put the warranty in on October 25th of this year. We will do a final inspection at that time. That will repressurize and test it. The lift station should be operational by that point as well to be able to test it through the lift station.

Mayor Pro-Tem Fox said she has a question regarding Houston Street water line placement. Has it already been done? City Engineer Roznovsky said it has not. Mayor Pro-Tem Fox asked when is it scheduled to start? City Engineer Roznovsky said it is on the capital plan, but not in the next couple years.

Motion: Council Member Czulewicz made a motion to accept the Old Plantersville Forcemain Extension Project and authorize the City Administrator to sign the Certificate of Acceptance. Council Member Olson seconded the motion. Motion carried with all present voting in favor.

EXECUTIVE SESSION

21. Closed Session

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

A. Section 551.072 Deliberations about Real Property regarding 213 Prairie Street and a potential lease agreement.

At 6:59 p.m. Mayor Countryman convened the Montgomery City Council into closed session pursuant to provision Chapter 551 of the Texas Government Code, in accordance with the authority contained in Section 551.072 Deliberations about Real Property regarding 213 Prairie Street and potential lease agreement.

22. Open Session

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

A. Section 551.072 Deliberations about Real Property regarding 213 Prairie Street and a potential lease agreement.

At 7:38 p.m. Mayor Countryman convened the Montgomery City Council into closed session pursuant to provision Chapter 551 of the Texas Government Code, in accordance with the authority contained in Section 551.072 Deliberations about Real Property regarding 213 Prairie Street and potential lease agreement.

Motion: Council Member Olson made a motion to authorize the city administrator to discuss 213 Prairie Street with MEDC. Council Member Langley seconded the motion. Motion carried with all present voting in favor.

COUNCIL INQUIRY

Council Member Olson said we need to add this to the agenda item for the MEDC meeting.

CLOSING AGENDA

23. Items to consider for placement on future agendas.

No items were considered for placement on future agendas.

DRAFT

24. Adjourn.

Motion: Council Member Langley made a motion to adjourn the Regular Meeting of the City of Montgomery at 7:39 p.m. Council Member Olson seconded the motion. Motion carried with all present voting in favor.

APPROVED:

_____
Sara Countryman, Mayor

ATTEST:

_____
Ruby Beaven, City Secretary

DRAFT

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By: Ruby Beaven**

Subject

Consideration and possible action on a second and final reading of a Resolution of the City Council of the City of Montgomery, Texas, approving a project and expenditure of the Montgomery Economic Development Corporation for the purchase of 0.2458 acres of land located at Montgomery Townsite 03, Blk 16 in Montgomery County, Texas.

Recommendation

Staff recommends approval of the second reading of a Resolution for MEDC to purchase 0.2458 acres of land, as presented.

Discussion

Section 505.158, Texas Local Government Code, requires that a Type B Corporation authorized by a city with a population of 20,000 or less that approves a project requiring an expenditure of $10,000 or more may not undertake the project until the governing body of the city adopts a resolution authorizing the project after giving the resolution at least two separate readings.

Subsection 505.158(a), Texas Local Government Code defines an authorized "project" for a Type B Economic Development Corporation created by a city with a population of 20,000 or less to include expenditures found by the corporation's board of directors to promote new or expanded business development including the purchase of property.

The Board of Directors of the MEDC has approved a project for the purchase of 0.2458 acres of land located at Montgomery Townsite 03, BLK 16 in Montgomery county, Texas in the amount of $230,000.00 plus related closing costs (the “Project”).

The Board of Directors of the MEDC found that the Project would promote new or expanded business enterprises in and near the City of Montgomery.

The action authorized by the Resolution is in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out of the authority granted by law to the City and the EDC.

Approved By

City Secretary	Ruby Beaven	Date: 07/31/2025

RESOLUTION NO. 2025 - XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, APPROVING A PROJECT AND EXPENDITURE OF THE MONTGOMERY ECONOMIC DEVELOPMENT CORPORATION FOR THE PURCHASE OF 0.2458 ACRES OF LAND LOCATED AT MONTGOMERY TOWNSITE 03, BLK 16 IN MONTGOMERY COUNTY, TEXAS.

WHEREAS, the Montgomery Economic Development Corporation ("MEDC") is a Type B Economic Development Corporation, of the City of Montgomery, Texas (the "City"), organized and operating pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, Section 505.158, Texas Local Government Code, requires that a Type B Corporation authorized by a city with a population of 20,000 or less that approves a project requiring an expenditure of $10,000 or more may not undertake the project until the governing body of the city adopts a resolution authorizing the project after giving the resolution at least two separate readings; and

WHEREAS, Subsection 505.158(a), Texas Local Government Code defines an authorized "project" for a Type B Economic Development Corporation created by a city with a population of 20,000 or less to include expenditures found by the corporation's board of directors to promote new or expanded business development including the purchase of property; and

WHEREAS, the Board of Directors of the MEDC has approved a project for the purchase of 0.2458 acres of land located at Montgomery Townsite 03, BLK 16 in Montgomery county, Texas in the amount of $230,000.00 plus related closing costs (the “Project”); and

WHEREAS, the Board of Directors of the MEDC found that the Project would promote new or expanded business enterprises in and near the City of Montgomery; and

WHEREAS, the action authorized by this Resolution is in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out of the authority granted by law to the City and the EDC;

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

1. THAT, the City Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the Council hereby incorporates such recitals as a part of this Resolution.

2. THAT, the City Council hereby authorizes the Project of the MEDC as described above.

3. THAT, the City Council hereby authorizes the City Administrator, Mr. Brent Walker, to take any necessary action and execute any necessary document in order to effectuate the purchase of the property that is the subject of the Project, on behalf of the MEDC.

4. THAT, this resolution shall become effective and be in full force and effect from and after the date of passage and adoption by the City Council of the City of Montgomery, Texas, on second reading.

PASSED AND ADOPTED on First Reading by the City Council of the City of Montgomery, Texas this 22nd day of July, 2025.

PASSED AND ADOPTED on Second Reading by the City Council of the City of Montgomery, Texas this 12th day of August, 2025.

CITY OF MONTGOMERY, TEXAS

_____
Sara Countryman, Mayor

ATTEST:

_____
Ruby Beaven, City Secretary

DRAFT

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By: Ruby Beaven**

Subject

Consideration and possible action on a second and final reading of a Resolution of the City Council of the City of Montgomery, Texas, approving a project and expenditure of the Montgomery Economic Development Corporation for production of video promotional material with Pioneer Production Services, LLC.

Recommendation

Staff recommend approval of the second reading of a Resolution for an MEDC project with Pioneer Production Services, LLC, as presented.

Discussion

Section 505.158, Texas Local Government Code, requires that a Type B Corporation authorized by a city with a population of 20,000 or less that approves a project requiring an expenditure of $10,000 or more may not undertake the project until the governing body of the city adopts a resolution authorizing the project after giving the resolution at least two separate readings.

Subsection 505.158(a), Texas Local Government Code defines an authorized "project" for a Type B Economic Development Corporation created by a city with a population of 20,000 or less to include expenditures found by the corporation's board of directors to promote new or expanded business development.

The Board of Directors of the MEDC has approved a project consisting of the production of a short form video documentary, corporate profile and a commercial segment for the promotion of tourism and economic development, including a contract with Pioneer Production Services LLC in the amount of $29,300.00 (the “Project”).

The Board of Directors of the MEDC found that the Project would promote new or expanded business enterprises in and near the City of Montgomery; and

The action authorized by the Resolution is in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out of the authority granted by law to the City and the EDC.

Approved By

City Secretary	Ruby Beaven	Date: 07/31/2025

RESOLUTION NO. 2025 - XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, APPROVING A PROJECT AND EXPENDITURE OF THE MONTGOMERY ECONOMIC DEVELOPMENT CORPORATION FOR PRODUCTION OF VIDEO PROMOTIONAL MATERIAL WITH PIONEER PRODUCTION SERVICES, LLC.

WHEREAS, the Montgomery Economic Development Corporation ("MEDC") is a Type B Economic Development Corporation, of the City of Montgomery, Texas (the "City"), organized and operating pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, Section 505.158, Texas Local Government Code, requires that a Type B Corporation authorized by a city with a population of 20,000 or less that approves a project requiring an expenditure of $10,000 or more may not undertake the project until the governing body of the city adopts a resolution authorizing the project after giving the resolution at least two separate readings; and

WHEREAS, Subsection 505.158(a), Texas Local Government Code defines an authorized "project" for a Type B Economic Development Corporation created by a city with a population of 20,000 or less to include expenditures found by the corporation's board of directors to promote new or expanded business development; and

WHEREAS, the Board of Directors of the MEDC has approved a project consisting of the production of a short form video documentary, corporate profile and a commercial segment for the promotion of tourism and economic development, including a contract with Pioneer Production Services LLC in the amount of $29,300.00 (the “Project”); and

WHEREAS, the Board of Directors of the MEDC found that the Project would promote new or expanded business enterprises in and near the City of Montgomery; and

WHEREAS, the action authorized by this Resolution is in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out of the authority granted by law to the City and the EDC.

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

1. THAT, the City Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the Council hereby incorporates such recitals as a part of this Resolution.

2. THAT, the City Council hereby authorizes the Project of the MEDC as described above.

3. THAT, this resolution shall become effective and be in full force and effect from and after the date of passage and adoption by the City Council of the City of Montgomery, Texas, on second reading.

PASSED AND ADOPTED on First Reading by the City Council of the City of Montgomery, Texas this 22nd day of July, 2025.

PASSED AND ADOPTED on Second Reading by the City Council of the City of Montgomery, Texas this 12th day of August, 2025.

CITY OF MONTGOMERY, TEXAS

_____

Sara Countryman, Mayor

ATTEST:

_____

Ruby Beaven, City Secretary

DRAFT

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By: Ruby Beaven**

Subject

Consideration and possible action on a Resolution of the City Council of the City of Montgomery, Texas calling a Public Hearing to be held at 6:00 p.m. on Tuesday, September 9, 2025, regarding the proposed rezoning of a 58.952-acre tract, located in the Zacharias Landrum Survey, Abstract 22, and currently zoned within a mix of R1 Single-Family Residential, B Commercial, and I Institutional.

Recommendation

Staff recommends approval of the Resolution calling for a Public Hearing on September 09, 2025 at 6:00 p.m.

Discussion

A request was submitted by Lone Star Cowboy Church (Development No. 2407) on the proposed rezoning of a 58.952-acre tract and said tract is located in the Zacharias Landrum Survey, Abstract 22, and is currently zoned within a mix of R1 Single-Family Residential, B Commercial, and I Institutional. The City's Planning and Zoning Commission held a Public Hearing concerning the proposed rezoning on August 5, 2025.

Approved By

City Secretary	Ruby Beaven	Date: 08/05/2025

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS CALLING A PUBLIC HEARING TO BE HELD AT 6:00 P.M. ON TUESDAY, SEPTEMBER 9, 2025, REGARDING THE PROPOSED REZONING OF A 58.952-ACRE TRACT, LOCATED IN THE ZACHARIAS LANDRUM SURVEY, ABSTRACT 22, AND CURRENTLY ZONED WITHIN A MIX OF R1 SINGLE-FAMILY RESIDENTIAL, B COMMERCIAL, AND I INSTITUTIONAL.

WHEREAS, the City Council of the City of Montgomery, Texas, desires to designate a date, time, and place for a public hearing to receive written and oral comments on the proposed rezoning of a 58.952-acre tract; and

WHEREAS, such request was submitted by Lone Star Cowboy Church (Development No. 2407); and

WHEREAS, said tract is located in the Zacharias Landrum Survey, Abstract 22, and is currently zoned within a mix of R1 Single-Family Residential, B Commercial, and I Institutional; and

WHEREAS, the City's Planning and Zoning Commission held a public hearing concerning the proposed rezoning on August 5, 2025.

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

1. THAT the City Council of the City of Montgomery, Texas, hereby calls a public hearing to be held on the 9th day of September, 2025, at 6:00 p.m., at which date and time any and all persons appearing before the City Council of the City of Montgomery, Texas desiring to be heard, will be heard, on or in connection with the adoption of the proposed rezoning of a 58.952-acre tract, located in the Zacharias Landrum Survey, Abstract 22, and currently zoned within a mix of R1 Single-Family Residential, B Commercial, and I Institutional.

2. THAT said public hearing will be held in the Montgomery City Hall – Council Chambers, 101 Old Plantersville Road, Montgomery, Texas 77316.

3. THAT the City Secretary of the City of Montgomery, Texas, is hereby directed by the City Council of the City of Montgomery, Texas, to publish a notice of said hearing in a newspaper of general circulation in accordance with the requirements of the *Texas Local Government Code*.

4. THAT this Resolution shall be effective immediately upon its adoption by City Council.

PASSED AND APPROVED this the 12th day of August, 2025.

_____
Sara Countryman, Mayor

ATTEST:

_____
Ruby Beaven, City Secretary

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By: Ruby Beaven**

Subject

Consideration and possible action on a Resolution of the City Council of the City of Montgomery, Texas calling a Public Hearing to be held at 6:00 p.m. on Tuesday, September 9, 2025, regarding the proposed rezoning of a 11.084-acre tract, located in the John Corner Survey, Abstract 8, and currently zoned within Planned Development and Commercial.

Recommendation

Staff recommends approval of the Resolution calling for a Public Hearing on September 09, 2025 at 6:00 p.m.

Discussion

A request was submitted by BCS Capital, LLC (Development No. 2415) on the proposed rezoning of a 11.084-acre tract and said tract is located in the John Corner Survey, Abstract 8, and is currently zoned within Planned Development and Commercial. The City's Planning and Zoning Commission held a Public Hearing concerning the proposed rezoning on August 5, 2025.

Approved By

City Secretary	Ruby Beaven	Date: 08/05/2025

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS CALLING A PUBLIC HEARING TO BE HELD AT 6:00 P.M. ON TUESDAY, SEPTEMBER 9, 2025, REGARDING THE PROPOSED REZONING OF A 11.084-ACRE TRACT, LOCATED IN THE JOHN CORNER SURVEY, ABSTRACT 8, AND CURRENTLY ZONED WITHIN PLANNED DEVELOPMENT AND COMMERCIAL.

WHEREAS, the City Council of the City of Montgomery, Texas, desires to designate a date, time, and place for a public hearing to receive written and oral comments on the proposed rezoning of a 11.084-acre tract; and

WHEREAS, such request was submitted by BCS Capital, LLC (Development No. 2415); and

WHEREAS, said tract is located in the John Corner Survey, Abstract 8, and is currently zoned within Planned Development and Commercial; and

WHEREAS, the City's Planning and Zoning Commission held a public hearing concerning the proposed rezoning on August 5, 2025.

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

1. THAT the City Council of the City of Montgomery, Texas, hereby calls a public hearing to be held on the 9th day of September, 2025, at 6:00 p.m., at which date and time any and all persons appearing before the City Council of the City of Montgomery, Texas desiring to be heard, will be heard, on or in connection with the adoption of the proposed rezoning of a 11.084-acre tract, located in the John Corner Survey, Abstract 8, and currently zoned within Planned Development and Commercial.

2. THAT said public hearing will be held in the Montgomery City Hall – Council Chambers, 101 Old Plantersville Road, Montgomery, Texas 77316.

3. THAT the City Secretary of the City of Montgomery, Texas, is hereby directed by the City Council of the City of Montgomery, Texas, to publish a notice of said hearing in a newspaper of general circulation in accordance with the requirements of the *Texas Local Government Code*.

4. THAT this Resolution shall be effective immediately upon its adoption by City Council.

PASSED AND APPROVED this the 12th day of August, 2025.

_____
Sara Countryman, Mayor

ATTEST:

_____
Ruby Beaven, City Secretary

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By: Ruby Beaven**

Subject

Consideration and possible action on a Resolution of the City Council of the City of Montgomery, Texas rescheduling a Public Hearing concerning amending Article III, "Impact Fees" of Chapter 90 "Utilities" of the City Code of Ordinances to review the Land Use Assumptions, Capital Improvement Plan, and Impact Fee amounts with the possibility of amending such amounts.

Recommendation

Staff recommends approval of the Resolution calling for a Public Hearing on September 09, 2025 at 6:00 p.m.

Discussion

Pursuant to Secs. 395.053 and 395.054 of the Texas Local Government Code, the City must adopt an order setting a public hearing to discuss and review the update and shall determine whether to amend the plan, assumptions and/or impact fees. The City Council of the City of Montgomery, Texas previously adopted an Ordinance calling for said public hearing to be held on August 26, 2025. The City has determined it necessary to reschedule said hearing for purposes of timely publishing the notice for said hearing. The public hearing has been rescheduled and set for September 9, 2025.

Approved By

City Secretary	Ruby Beaven	Date: 08/05/2025

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS RESCHEDULING A PUBLIC HEARING CONCERNING AMENDING ARTICLE III, "IMPACT FEES" OF CHAPTER 90 "UTILITIES" OF THE CITY CODE OF ORDINANCES TO REVIEW THE LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENT PLAN, AND IMPACT FEE AMOUNTS WITH THE POSSIBILITY OF AMENDING SUCH AMOUNTS.

WHEREAS, pursuant to Chapter 395 of the Texas Local Government Code, the City approved a Capital Improvement Plan and Land Use Assumptions, and adopted Article III, Impact Fees, Chapter 90, Utilities, of the City's Code of Ordinances and established water and wastewater impact fees for connection to the City's water and wastewater system all in accordance with the requirements of Chapter 395 of the Texas Local Government Code; and

WHEREAS, the City has undertaken to update the Capital Improvement Plan and the Land Use Assumptions to determine whether any amendments are advisable and determine whether the impact fees should be amended pursuant to Sec. 395.052 of the Texas Local Government Code; and

WHEREAS, pursuant to Secs. 395.053 and 395.054 of the Texas Local Government Code, the City must adopt an order setting a public hearing to discuss and review the update and shall determine whether to amend the plan, assumptions and/or impact fees; and

WHEREAS, the City Council (the "Council") of the City of Montgomery, Texas (the "City") previously adopted an Ordinance calling for said public hearing to be held on August 26, 2025; and

WHEREAS, the City has determined it necessary to reschedule said hearing for purposes of timely publishing the notice for said hearing; and

WHEREAS, the public hearing has been rescheduled and set for September 9, 2025.

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

SECTION 1. **Findings**. The findings and recitations set out hereinabove are found to be true and correct and are hereby adopted by the City Council, and made a part hereof for all purposes as findings of fact.

SECTION 2. **Order of Public Hearing**. The City Council of the City of Montgomery hereby reschedules the public hearing to discuss and review the updates to the Capital Improvement Plan and the Land Use Assumptions and to determine whether to amend the plan and if so, what amendments to make the Capital Improvement Plan, Land Use Assumptions and/or Impact Fees. The hearing shall be rescheduled and set for September 9, 2025 at the City of Montgomery City Hall, 101 Old Plantersville Road, in Montgomery, Texas in the City Council Chambers, and the City Secretary is directed to cause such notices of such public hearing to be given as required by Secs. 395.053, 395.054 and 395.055, of the Texas Local Government Code. A copy of the Notice of Public Hearing is attached hereto as Exhibit "A".

SECTION 3. **Effective Date**. This ordinance shall take effect immediately upon its passage and adoption.

SECTION 4. **Open Meetings**. It is hereby officially found and determined that the meeting at which this Ordinance was passed 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, Texas Government Code.

PASSED, APPROVED AND ADOPTED this the ____ day of _____, 2025.

CITY OF MONTGOMERY, TEXAS

_____
Mayor Sara Countryman

ATTEST:

_____
Ruby Beaven, CPM, MMC, TRMC

Exhibit "A"

NOTICE OF PUBLIC HEARING ON AMENDMENT OF IMPACT FEES

The **City Council of The City of Montgomery, Texas** will conduct a Public Hearing at **6:00 p.m. on September 9, 2025,** concerning amending *Article III, "Impact Fees" of Chapter 90 "Utilities" of the City Code of Ordinances*.

Specifically, the Public Hearing will be held at the City of Montgomery City Hall, 101 Old Plantersville Road, in Montgomery, Texas in the City Council Chambers for the purpose of considering the amendment of land use assumptions, a capital improvements plan, and the imposition of impact fees for water and wastewater improvements that are attributable to new development in the City's proposed water and wastewater impact fee service area within the corporate boundaries of the City.

All persons desiring to be heard on the matter will be given an opportunity to be heard and may present evidence for or against the update. Please direct any questions to Corinne Tilley, Planning & Development Coordinator at ctilley@ci.montgomery.tx.us or (936) 597-6434 or at City Hall.

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount:** NA
Department: Administration	**Prepared By:** Maryann Carl

Subject

Consideration and possible action on the Quarterly Investment Report for Second Quarter 2025.

Recommendation

Approve the Quarterly Investment Report as submitted.

Discussion

As required by law, attached is the report pertaining to City investments for first quarter of 2025.

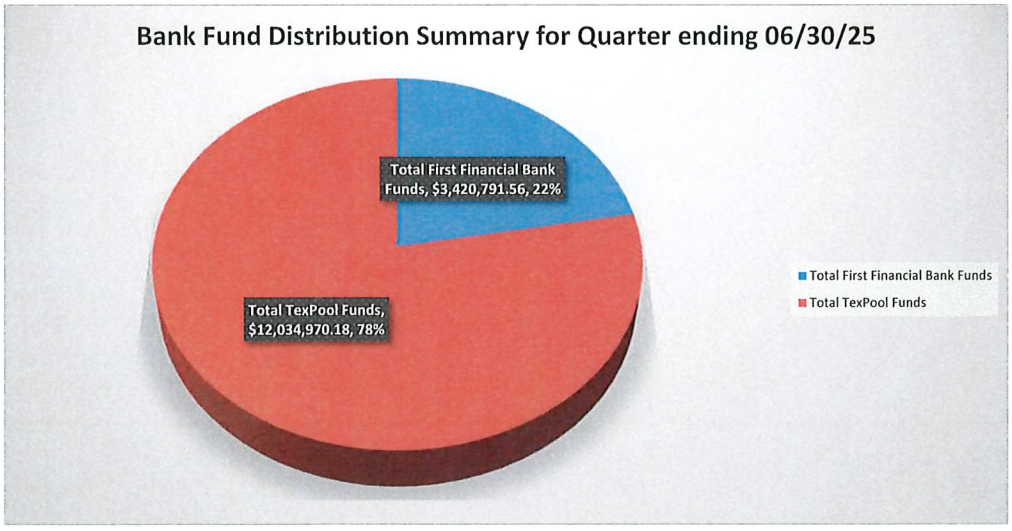
Approved By

Ruby Beaven	City Secretary	Date: July 31, 2025

City of Montgomery Quarterly Investment Report

From April 1 - June 30, 2025

Summary of Funds held at First Financial Bank						
Investments	Beginning Values as of 04/01/25	Ending Values as of 06/30/25	Quarterly Activity	Quarter Interest Earned	YTD Interest Earned	% of Funds
General Fund Checking	$4,716,728.22	$2,613,265.63	-$2,103,462.59	$31,467.89	$76,948.87	
MEDC Fund Checking	$737,909.25	$744,692.31	$6,783.06	$6,783.06	$13,443.24	
Capital Projects Fund Checking	$3,635.90	$274.77	-$3,361.13	$6.87	$14.01	
Debt Service Fund checking	$57,750.30	$58,281.15	$530.85	$530.85	$1,054.48	
Home Depot Escrow Fund Checking	$142,860.77	$4,277.70	-$138,583.07	$916.80	$2,212.14	
Total First Financial Bank Funds	$5,658,884.44	$3,420,791.56	-$2,238,092.88	$39,705.47	$93,672.74	22%
Summary of Money Market Funds held at TexPool						
Investments	Beginning Values as of 04/01/25	Ending Values as of 06/30/25	Quarterly Activity	Quarter Interest Earned	YTD Interest Earned	% of Funds
General Fund Reimbursement	$402,754.66	$407,101.33	$4,346.67	$4,346.67	$8,646.40	
Utility Fund	$1,831,516.17	$1,851,282.64	$19,766.47	$19,766.47	$39,431.38	
General Fund	$2,518,890.14	$2,546,074.92	$27,184.78	$27,184.78	$54,076.41	
MEDC Reimbursement	$269,000.39	$271,903.53	$2,903.14	$2,903.14	$5,775.05	
MEDC General	$1,589,271.26	$1,606,423.23	$17,151.97	$17,151.97	$34,118.97	
Debt Service Fund - TWDB	$143,885.68	$145,438.56	$1,552.88	$1,552.88	$2,977.32	
Capital Projects American Rescue Plan	$382,191.86	$386,316.69	$4,124.83	$4,124.83	$8,205.03	
MEDC Downtown	$227,361.35	$229,815.10	$2,453.75	$2,453.75	$4,881.04	
Capital Projects Infrastructure	$53,085.11	$53,658.08	$572.97	$572.97	$1,139.72	
Capital Projects Mobility	$11,367.17	$11,489.75	$122.58	$122.58	$243.98	
Capital Projects Building	$780,664.27	$789,089.58	$8,425.31	$8,425.31	$16,759.65	
Certificates of Obligation Series 2023	$3,696,482.98	$3,736,376.77	$39,893.79	$39,893.79	$79,357.32	
Total TexPool Funds	$11,906,471.04	$12,034,970.18	$128,499.14	$128,499.14	$255,612.27	78%
Total City Funds	$17,565,355.48	$15,455,761.74	-$2,109,593.74	$168,204.61	$349,285.01	



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

All Funds are completely insured and/or Collaterized.

Maryann Carl, Finance Director

Date: 07/29/2025

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By: Ruby Beaven**

Subject

Consideration and possible action on a Resolution approving the Montgomery County Emergency Communication District Budget for Fiscal Year 2026.

Recommendation

Staff recommend consideration for approval for the MCECD FY26 proposed budget.

Discussion

The Montgomery County Emergency Communication District (MCECD) submits its proposed budget for Fiscal Year 2026 in accordance with the Emergency Telephone Act of the Texas Health and Safety Code, Section 772.309. The budget was approved by the MCECD Board of Managers on June 24, 2025. The fiscal year will begin on October 1, 2025.

To go into effect, the budget must be approved by a majority of the cities in the district and by the Montgomery County Commissioners Court. The law allows sixty (60) days from the date of receipt to take action on this budget. If the City of Montgomery governing body does not act within that time, the city's approval is granted automatically.

Approved By

City Secretary	Ruby Beaven	Date: 08/04/2025

Montgomery County Emergency Communication District

July 15, 2025

City of Montgomery
101 Old Plantersville Rd Montgomery, TX 77316-4416

Dear Mayor Sara Countryman,

The Montgomery County Emergency Communication District (MCECD) hereby submits its proposed budget for Fiscal Year 2026 in accordance with the Emergency Telephone Act of the Texas Health and Safety Code, Section 772.309. The budget was approved by the MCECD Board of Managers on June 24, 2025. The fiscal year will begin on October 1, 2025.

To go into effect, the budget must be approved by a majority of the cities in the district and by the Montgomery County Commissioners Court. The law allows sixty (60) days from the date of receipt to take action on this budget. If your governing body does not act within that time, your city's approval is granted automatically.

We would be honored to present MCECD's budget to your governing body in person so we can share information about our current operations and future plans. Please contact Abby Barocio at 936-523-5912 or abarocio@mc911.org with the date and time of the meeting at which the District's budget will be considered. Additional budget details are available upon request.

I appreciate your continued support of the 9-1-1 system and your prompt attention to this matter.

Respectfully,

Chip VanSteenberg
Executive Director

CC: City Secretary
Enclosures

MEMORANDUM

TO: **County and City Officials**

FROM: **Chip VanSteenberg, Executive Director**

DATE: **July 15, 2025**

SUBJECT: **MCECD Proposed Budget for Fiscal Year 2026**

The Board of Managers for the Montgomery County Emergency Communication District (MCECD) proposes the attached budget for Fiscal Year 2026. This budget is submitted in accordance with the Emergency Telephone Act of the Texas Health and Safety Code, Section 772.309. Before it can go into effect, the budget must be approved by a majority of the cities in the district and by the Montgomery County Commissioners Court. The law allows sixty (60) days to act on this budget. If no action is taken by the governing body, approval is granted by default. The new fiscal year will begin on October 1, 2025.

This memo provides information about MCECD and the proposed budget.

MCECD INFORMATION

The Montgomery County Emergency Communication District (MCECD) is a special purpose district authorized and created under Chapter 772 of the State of Texas Health and Safety Code. MCECD is governed by a Board of Managers consisting of five voting members and one non-voting member. The voting members are determined as follows: two appointed by the Montgomery County Commissioner's Court, two elected by the cities within the district, and one elected by the fire departments that operate in the district. The principal provider of telephone service in the county appoints the non-voting member; AT&T is the principal provider.

MCECD coordinates the 9-1-1 telephone service among five public safety answering points (PSAPs) in Montgomery County. Two PSAPS are primary, meaning they answer original 9-1-1 calls and route them to the appropriate agency depending upon location and the nature of the emergency. The other three are secondary PSAPs which receive 9-

1-1 calls via a transfer from a primary. The PSAPs are all individually operated by public safety organizations. MCECD does not operate a PSAP or employ telecommunicators. MCECD undertakes the following activities:

- Operate a Next Generation 9-1-1 IP-network to intake and process 9-1-1 calls and route them to the correct PSAP
- Provide and maintain the hardware, software and data network for a county-wide 9-1-1 call-handling system
- Financially support two primary PSAPs for answering and screening 9-1-1 calls
- Maintain a Geographic Information System (GIS) and a comprehensive database of street center lines, street names, address ranges, service boundaries and other critical information.
- Serve as the official addressor for the entire county
- Provide an early warning communication service
- Conduct public education on when to call 9-1-1 and what information to provide
- Assist PSAPs in training telecommunicators in the use of the 9-1-1 system

PROPOSED BUDGET – Operating Deficit

Revenues are less than expenditures in the proposed budget which creates an operating deficit of $380,800. This deficit was anticipated and is being covered by reserves set aside for this purpose. Next Generation 9-1-1 (NG911) operating costs account for $315,800 of the deficit. The other $65,000 is a planned expenditure to improve the financial outlook of MCECD's retirement plan.

The cost to operate an NG911 system has emergency communication districts in a financial bind statewide; this is not just a local problem. The Texas 9-1-1 industry forecast these conditions and pressed the Texas legislature to increase 9-1-1 funding. In 2021, they answered by allocating funds from the federal American Rescue Plan Act for an NG911 grant program. MCECD was awarded $1.7 million which has been drawn down over the last three years. That program ends with the current budget year.

In 2023, the Legislature allocated money for 9-1-1 from the voter-approved Broadband Infrastructure Fund (BIF). MCECD received $3.6 million from that fund which was put in reserve to cover future NG911 costs. This was a one-time allocation and those funds are being drawn on for the first time.

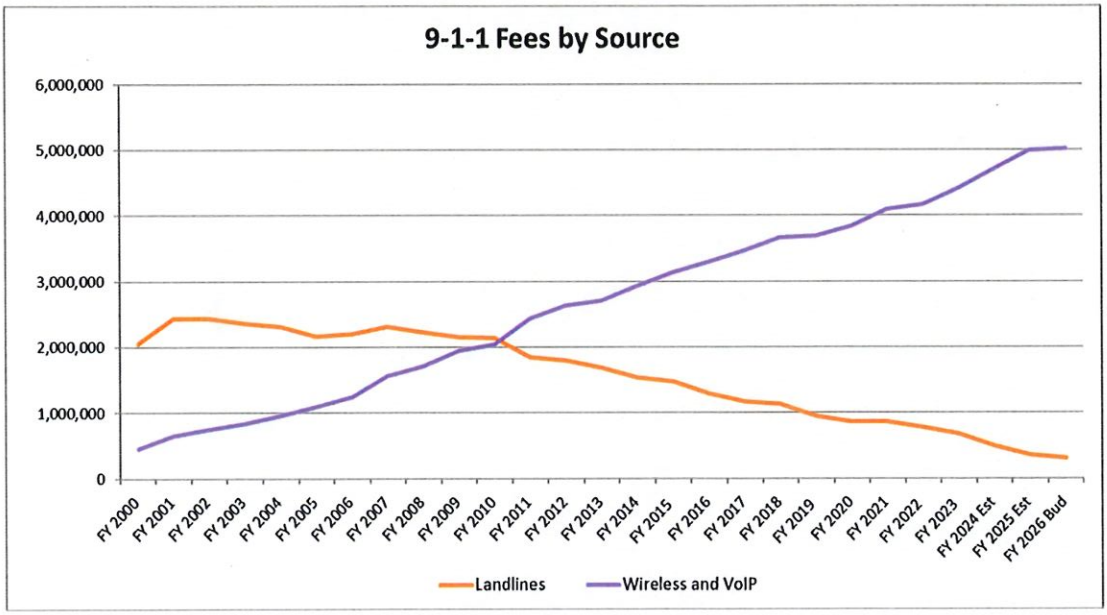
In the legislative session that just concluded, 9-1-1 funding was not addressed at all. Emergency communication districts across the state are now grappling with how to meet budget demands once the BIF money runs out. Given the legislature's reluctance to address 9-1-1 funding with a reliable funding stream, MCECD plans to reduce spending in future years to maximize the use of the BIF reserve.

The $65,000 contribution to the district's retirement account is an effort to increase the funded ratio of the plan and reduce future liabilities. The money will come for an operating surplus in the current fiscal year (FY 2025).

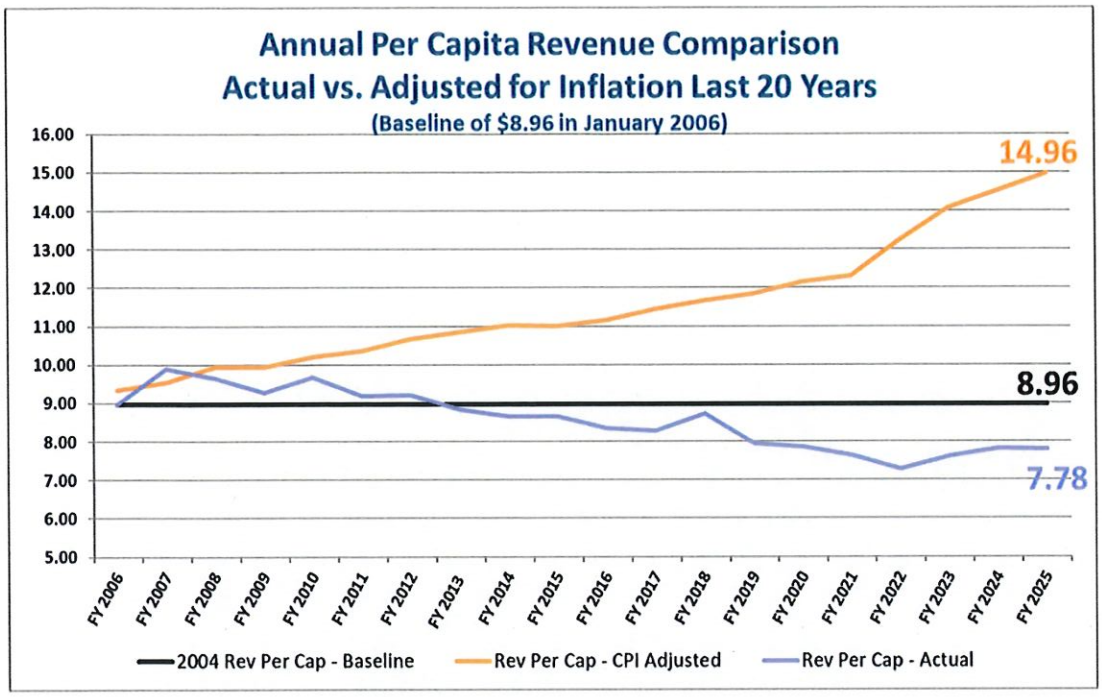
PROPOSED BUDGET - Revenue

MCECD is funded by fees assessed on telephone service. Mobile phone customers with a contract service plan pay $0.50 per month, per phone. Pre-paid wireless plans are charged a 9-1-1 fee equal to 2% of the retail price for airtime. The fee for a land line and for Voice over Internet Protocol (VoIP) range from $0.62 to $1.66 per month for residential service. For business customers, the monthly fee starts at $1.29 and goes up to $2.23.

Revenue from wireless service continues to increase while land line revenue rapidly declines. VoIP revenue peaked in FY 2021 has slightly declined since.



The fallout of of these long-term trends is that MCECD operates at lower revenue per capita than it did 20 years ago in both real and adjusted terms. MCECD collected $8.96 per person in 2006. That amount has dropped to $7.78, a decrease of $1.18. If adjusted for inflation, the 2006 amount equals $14.96 in today's dollars. Therefore, MCECD is providing 9-1-1 service for 48% less than it did in 2006.



MCECD expects to collect $5,671,800 of revenue in FY 2026 which is 6.0% ***less*** than the budget for the current year. The decrease is due to completing the three-year grant program in FY 2025 from the State of Texas for implementing Next Generation 9-1-1 (NG911), thereby exhausting that source of funds.

PROPOSED BUDGET – Operating Expenditures

The proposed budget for expenses is $6,052,600 which is 2% ***above*** the budget for FY 2025. MCECD's operating budget is broken into three major expenditure categories – Cost of Services, Personnel Costs, and General & Administrative Costs.

Cost of Services increased by only $1,100 in this budget. It is the largest category of costs and accounts for nearly 60% of all expenditures. It includes $875,600 for 9-1-1 network connections and operating costs. The single largest line item is in this section of the budget - $2,182,200 to pay contracts with the Montgomery County Sheriff's Office (MCSO) and the Conroe Police Department (CPD) to answer all 9-1-1 calls. MCECD reimburses these two agencies for the salary and benefits of 27 telecommunicators combined.

Other major expenses in the Cost of Services category are:

- $201,800 for service enhancements such as foreign language translations service, Smart 9-1-1 safety profiles, and an emergency notification system, and
- $199,400 in certificate pay to incentivize professional development for 9-1-1 telecommunicators.

The second category of operating expenditures is Personnel Costs. The district budgets for 11 full-time staff members who provide technical support, addressing, mapping, public education, database management, training, and administration. There are no changes proposed with staffing in the upcoming fiscal year. There is, however, a plan to increase the contribution to the district's retirement plan to reduce future liabilities. The personnel budget is 7.4% higher than the current year budget due to this contribution.

The final and smallest category of operating expenditures is General & Administrative Costs. The proposed budget for this category is 5.5% ***below*** the budget for the current year. The decrease is mainly due to reductions in general consulting fees and public service advertisements.

PROPOSED BUDGET – Capital Expenses

Besides operating expenditures, MCECD also budgets for capital and other non-operating outlays. The capital budget includes $715,000 to replace the servers and switches for the call-handling equipment. Another $150,000 is set aside for grants to emergency call centers and projects that improve interoperability among the call centers.

The district purchased 15 acres to develop a new regional emergency communication center and a multi-agency data center. The budget includes $800,000 to cover pre-development and/or design expenses for the property. The total budget for capital expenses is $1,911,000.

ADDITIONAL DATA AVAILABLE UPON REQUEST

Additional data on the budget is available upon request. MCECD can supply audited financial statements, historical budget information, and details of line-item expenditures. Contact Abby Barocio to make your request: abarocio@mc911.org or 936 523-5912.

Montgomery County Emergency Communication District
Proposed Budget for Fiscal Year 2026

OPERATING REVENUES & EXPENSES	FY 2025 Budget	FY 2026 Budget
REVENUES		
9-1-1 Fees	$ 5,149,700	$ 5,327,800
Interest Earned	244,000	242,000
Other Income	2,000	2,000
NG911 Grant Program	641,200	100,000
Total Revenues	**$ 6,036,900**	**$ 5,671,800**
OPERATING EXPENSES		
Cost of Services	$ 3,568,800	$ 3,569,900
Personnel Costs	1,897,200	2,037,900
General & Administrative Costs	470,600	444,800
Total Expenditures	**$ 5,936,600**	**$ 6,052,600**
Operating Surplus (Deficit) of Revenues over Expenditures	**$ 100,300**	**$ (380,800)**
Use of Reserves - NG 9-1-1 Allocation from Broadband Infrastructure Fund	**-**	**315,800**
Use of Reserves - FY 2025 Operating Surplus for TCDRS Funding Policy	**-**	**65,000**
Net Surplus (Deficit)	**$ 100,300**	**$ -**
Emergency Allocation for Repairs and Replacements	**$ 350,000**	**$ 350,000**

CAPITAL OUTLAY & PSAP IMPROVEMENT GRANTS	FY 2025 Budget	FY 2026 Budget
Estimated Project Costs		
Technology	$ 250,000	$ 957,000
PSAP Improvement Grants	300,000	150,000
Facilities	1,300,000	800,000
Vehicles	-	-
Total Estimated Project Costs	**$ 1,850,000**	**$ 1,907,000**

Proposed 6/23/25

Montgomery County Emergency Communication District
Proposed Budget for Fiscal Year 2026

Cash Flow Estimate

Operating Funds

	Estimated Cash Balance on 10/1/2025	$ 9,508,100
	Surplus of Revenues over Expenditures (FY25)	(380,800)
	Net Funds Available	9,127,300
Restricted Reserves	Operating Reserve (2 months of expenses)	1,010,800
	Emergency Allocation for Repairs and Replacements	350,000
	Allocation from Texas Broadband Infrastruture Fund*	3,313,900
	Pension and OPEB Deferrals	278,000
	Capital Reserve	4,100,000
	Total for Restricted Reserves	9,052,700
	Unencumbered Reserves (est. on 9/30/2025)	**$ 74,600**

Capital Outlay & PSAP Improvement Grants

Capital Reserve	4,100,000
Capital Outlay& PSAP Improvement Grant Budget	1,907,000
Estimated Capital Reserve on 9/30/2025	**$ 2,193,000**

***Allocation from Texas Broadband Infrastucture Fund for NG 9-1-1**

FY 2024 - Orginal Allocation	3,629,700
FY 2025 - Estimated Drawdown	-
FY 2026 - Budgeted Drawdown	315,800
Remaining Allocation	3,313,900

Proposed 6/23/25

Montgomery County Emergency Communications District
Proposed Budget for FY 2026

(Line item details are included for reference only)

	FY 2023	FY 2024	FY 2025 Budget	FY 2025 Estimate	Variance (est.)	FY 2026 Budget	Increase (Decrease)	Inc (Dec)
REVENUES								
911 Fees - Landline/Primary	538,355	389,326	344,100	284,700	(59,400)	237,900	(106,200)	-30.9%
911 Fees - Landline/Resellers	145,263	111,130	118,200	74,800	(43,400)	66,900	(51,300)	-43.4%
911 Fees - Wireless/Contract	3,176,896	3,505,314	3,432,000	3,869,600	437,600	3,930,000	498,000	14.5%
911 Fee - Wireless/Prepaid	299,090	275,903	286,400	233,300	(53,100)	223,000	(63,400)	-22.1%
911 Fees - VoIP	976,784	943,404	969,000	891,600	(77,400)	870,000	(99,000)	-10.2%
Interest Earned	158,358	198,792	244,000	311,100	67,100	242,000	(2,000)	-0.8%
Misc. Income	623	299	2,000	2,900	900	2,000	-	0.0%
NG911 Grant Program	500,359	638,559	641,200	568,800	(72,400)	100,000	(541,200)	-84.4%
State Funding	-	3,629,734	-	-	-	-	-	-
Total Revenues	**5,795,729**	**9,692,462**	**6,036,900**	**6,236,800**	**199,900**	**5,671,800**	**(365,100)**	**-6.0%**
OPERATING EXPENSES								
Cost of Services	2,977,071	3,365,775	3,568,800	3,568,100	(700)	3,569,900	1,100	0.0%
Personnel Costs	1,698,939	1,777,848	1,897,200	1,780,300	(116,900)	2,037,900	140,700	7.4%
General & Administrative Costs	433,816	398,423	470,600	443,300	(27,300)	444,800	(25,800)	-5.5%
Total Expenditures	**5,109,826**	**5,542,047**	**5,936,600**	**5,791,700**	(144,900)	**6,052,600**	**116,000**	**2.0%**
SUMMARY								
Revenues	5,795,729	9,692,462	6,036,900	6,236,800	199,900	5,671,800	(365,100)	-6.0%
Operating Expenses	5,109,826	5,542,047	5,936,600	5,791,700	(144,900)	6,052,600	116,000	2.0%
Surplus/(Deficit)	**685,903**	**4,150,415**	**100,300**	**445,100**	344,800	**(380,800)**	**(481,100)**	

Montgomery County Emergency Communications District
Proposed Budget for FY 2026

	FY 2023	FY 2024	FY 2025 Budget	FY 2025 Estimate	Variance (est.)	FY 2026 Budget	Increase (Decrease)	Inc (Dec)
Operating Expenses Line Item Detail								
COST OF SERVICES								
Communication								
9-1-1 Trunks & Exchanges	236,829	402,505	785,700	753,700	(32,000)	747,600	(38,100)	-4.8%
9-1-1 Fiber & Data Connections	67,313	70,510	75,600	55,600	(20,000)	61,600	(14,000)	-18.5%
Operational Telephone & Data	52,313	55,346	51,600	61,100	9,500	66,400	14,800	28.7%
Communications Subtotal	**356,455**	**528,361**	**912,900**	**870,400**	**(42,500)**	**875,600**	**(37,300)**	**-4.1%**
Education								
Conferences and Seminars	8,990	5,709	11,400	16,500	5,100	13,500	2,100	18.4%
Travel Expenses	26,002	25,138	34,800	32,500	(2,300)	34,800	-	0.0%
Tuition Reimbursement	-	-	600	-	(600)	600	-	0.0%
Education Subtotal	**34,992**	**30,848**	**46,800**	**49,000**	**2,200**	**48,900**	**2,100**	**4.5%**
Service Delivery								
Call-taking Contracts	2,070,912	2,253,131	2,132,400	2,115,300	(17,100)	2,182,200	49,800	2.3%
Certificate Pay Reimbursements	195,757	186,933	199,400	193,600	(5,800)	199,400	-	0.0%
Service Enhancements	305,959	303,502	201,800	279,900	78,100	201,800	-	0.0%
Network and System Monitoring	12,996	63,000	75,500	59,900	(15,600)	62,000	(13,500)	-17.9%
Other Servcies	-	-	-	-	-	-	-	0.0%
Service Delivery Subtotal	**2,585,624**	**2,806,567**	**2,609,100**	**2,648,700**	**39,600**	**2,645,400**	**36,300**	**1.4%**
TOTAL - COST OF SERVICES	**2,977,071**	**3,365,775**	**3,568,800**	**3,568,100**	**(700)**	**3,569,900**	**1,100**	**0.0%**

Montgomery County Emergency Communications District
Proposed Budget for FY 2026

	FY 2023	FY 2024	FY 2025 Budget	FY 2025 Estimate	Variance (est.)	FY 2026 Budget	Increase (Decrease)	Inc (Dec)
PERSONNEL COSTS								
Wages & Salary								
Regular	937,473	979,253	1,099,800	996,500	(103,300)	1,116,600	16,800	1.5%
Leave Time	143,094	165,263	149,400	159,800	10,400	144,200	(5,200)	-3.5%
Allowances	22,794	22,866	27,600	22,800	(4,800)	25,200	(2,400)	-8.7%
Longevity	4,644	5,076	5,500	5,600	100	3,900	(1,600)	-29.1%
Overtime	6,477	17,436	11,800	15,300	3,500	15,000	3,200	27.1%
Wages and Salary Subtotal	**1,114,482**	**1,189,894**	**1,294,100**	**1,200,000**	**(94,100)**	**1,304,900**	**10,800**	**0.8%**
Employment Taxes								
Social Security	62,841	68,823	80,700	68,500	(12,200)	71,900	(8,800)	-10.9%
Medicare	15,082	16,558	19,500	16,600	(2,900)	17,500	(2,000)	-10.3%
Unemployment Insurance	93	-	1,800	200	(1,600)	200	(1,600)	-88.9%
Employment Taxes Subtotal	**78,016**	**85,381**	**102,000**	**85,300**	**(16,700)**	**89,600**	**(12,400)**	**-12.2%**
Benefits								
Retirement	301,980	232,347	234,000	233,700	(300)	367,800	133,800	57.2%
Group Insurance	193,487	255,732	249,600	247,100	(2,500)	259,500	9,900	4.0%
Supplemental Insurance	7,220	9,571	13,500	9,900	(3,600)	11,600	(1,900)	-14.1%
Workers Compensation	3,753	4,922	4,000	4,300	300	4,500	500	12.5%
Benefits Subtotal	**506,441**	**502,573**	**501,100**	**495,000**	**(6,100)**	**643,400**	**142,300**	**28.4%**
TOTAL - PERSONNEL COSTS	**1,698,939**	**1,777,848**	**1,897,200**	**1,780,300**	**(116,900)**	**2,037,900**	**140,700**	**7.4%**

Montgomery County Emergency Communications District
Proposed Budget for FY 2026

	FY 2023	FY 2024	FY 2025 Budget	FY 2025 Estimate	Variance (est.)	FY 2026 Budget	Increase (Decrease)	Inc (Dec)
GENERAL & ADMINISTRATIVE COSTS								
Supplies								
Office Supplies	2,575	1,677	3,000	2,800	(200)	3,000	-	0.0%
Computers & Electronics	2,024	877	-	3,800	3,800	3,500	3,500	0.0%
Small Equipment	2,098	16	10,800	10,100	(700)	15,000	4,200	38.9%
Operating Supplies	39,674	46,884	37,800	35,500	(2,300)	37,800	-	0.0%
Business Meetings	15,566	16,574	17,600	16,900	(700)	17,600	-	0.0%
Supplies Subtotal	**61,937**	**66,028**	**69,200**	**69,100**	**(100)**	**76,900**	**7,700**	**11.1%**
Contract Services								
Professional Fees	48,169	50,113	56,300	51,600	(4,700)	54,300	(2,000)	-3.6%
Maintenance	48,386	47,973	55,800	44,100	(11,700)	49,800	(6,000)	-10.8%
General Consulting	44,807	4,809	30,000	30,000	-	12,000	(18,000)	-60.0%
Bank Fees	884	443	-	100	100	-	-	0.0%
Property Insurance	41,137	45,168	49,500	50,500	1,000	49,500	-	0.0%
Software & Licensing	94,261	94,657	101,600	98,200	(3,400)	99,300	(2,300)	-2.3%
Printing	1,229	2,266	1,800	1,600	(200)	1,800	-	0.0%
Equipment Leasing	5,857	5,717	5,900	5,600	(300)	5,900	-	0.0%
Postage	666	893	900	800	(100)	900	-	0.0%
Advertisements	19,425	16,950	30,000	21,800	(8,200)	21,000	(9,000)	-30.0%
Legal Notices	1,201	1,718	-	500	500	-	-	0.0%
Dues & Subscriptions	4,335	4,054	4,600	4,200	(400)	4,200	(400)	-8.7%
Waste Disposal	5,173	5,860	5,700	8,300	2,600	9,600	3,900	68.4%
Misc Fees	20	50	200	200	-	200	-	0.0%
Contract Services Subtotal	**315,550**	**280,671**	**342,300**	**317,500**	**(24,800)**	**308,500**	**(33,800)**	**-9.9%**

Montgomery County Emergency Communications District
Proposed Budget for FY 2026

	FY 2023	FY 2024	FY 2025 Budget	FY 2025 Estimate	Variance (est.)	FY 2026 Budget	Increase (Decrease)	Inc (Dec)
Transportation								
Fuel	1,269	1,346	2,000	1,500	(500)	1,800	(200)	-10.0%
Vehicle Maint. & Inspections	3,450	1,653	1,800	1,200	(600)	1,500	(300)	-16.7%
Mileage Reimbursement	460	580	900	1,300	400	1,300	400	44.4%
Insurance (auto)	1,891	2,230	2,500	2,400	(100)	2,700	200	8.0%
Transportation Subtotal	**7,070**	**5,809**	**7,200**	**6,400**	**(800)**	**7,300**	**100**	**1.4%**
Utililties								
Water & Sewer	4,102	3,884	4,600	4,200	(400)	4,500	(100)	-2.2%
Natural Gas	454	1,227	700	900	200	1,000	300	42.9%
Electricity	44,704	40,804	46,600	45,200	(1,400)	46,600	-	0.0%
Utilities Subtotal	**49,260**	**45,916**	**51,900**	**50,300**	**(1,600)**	**52,100**	**200**	**0.4%**
TOTAL - GENERAL & ADMIN COSTS	**433,816**	**398,423**	**470,600**	**443,300**	**(27,300)**	**444,800**	**(25,800)**	**-5.5%**
TOTAL - OPERATING EXPENSES	**5,109,826**	**5,542,047**	**5,936,600**	**5,791,700**	**(144,900)**	**6,052,600**	**116,000**	**2.0%**
CAPITAL OUTLAY & PSAP IMPROVEMENT GRANTS								
Technology	195,825	121,224	250,000	198,300	(51,700)	957,000	707,000	282.8%
Interoperability Projects	150,227	126,320	300,000	125,000	(175,000)	150,000	(150,000)	-50.0%
Facilities	-	45,644	1,300,000	1,250,000	(50,000)	800,000	(500,000)	-
Vehicles	-	-	-	-	-	-	-	-
TOTAL - CAPITAL OUTLAY & PSAP IMP. GRANTS	**346,052**	**293,188**	**1,850,000**	**1,573,300**	**(276,700)**	**1,907,000**	**57,000**	**3.1%**

RESOLUTION APPROVING THE MONTGOMERY COUNTY EMERGENCY COMMUNCIATION DISTRICT BUDGET FOR FISCAL YEAR 2026

WHEREAS, on June 24, 2025, the Board of Managers of the Montgomery County Emergency Communication District (MCECD) adopted a proposed budget for the fiscal year that begins on October 1, 2025; and

WHEREAS, the MCECD Board of Managers has submitted the proposed budget to _____ (Name of Participating Jurisdiction) for approval in accordance with the Emergency Telephone Act of the Texas Health and Safety Code, Section 772.309; and

WHEREAS, to go into effect the budget must be approved by the Montgomery County Commissioners Court and by a majority of the governing bodies of the participating jurisdictions; and

WHEREAS, if the governing body of a participating jurisdiction does not approve or disapprove of MCECD's budget before the sixty first (61st) day after the date receipt, the budget is approved by that participating jurisdiction by operation of law; and

WHEREAS, the budget is satisfactory as submitted;

NOW, THEREFORE, BE IT RESOLVED BY THE _____ (Governing Body of the Participating Jurisdiction) that the Montgomery County Emergency Communication District's Budget for Fiscal Year 2026 is approved.

Passed and approved this _____ day of _____, 2025.

_____

Title: _____

ATTEST: _____

Name: _____

Title: _____

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By: Ruby Beaven**

Subject

Consideration and possible action on casting a vote for the nominee to represent the cities in the county on the Montgomery County Emergency Communication District (MCECD).

Recommendation

Staff recommends council to cast a vote for the MCECD Board of Managers.

Discussion

On June 24, 2025 the City of Montgomery had the opportunity to nominate to re-elect Paul Virgadamo as representative. The nomination deadline was Friday, July 18, 2025. Now that the nomination period has closed, the city has received a ballot for casting the city's vote.

The nominees are:
Paul Virgadamo
Paul Simms

Approved By

City Secretary	Ruby Beaven	Date: 08/04/2025

Montgomery County Emergency Communication District

July 15, 2025

Mayor Sara Countryman
City of Montgomery
101 Old Plantersville Rd.
Montgomery, TX 77316-4416

Dear Mayor

Enclosed is a ballot for the election of an individual to represent cities on the Montgomery County Emergency Communication District (MCECD) Board of Managers. Cities have two representatives on the board who serve for two years with staggered terms. The term for one of the city representatives, Paul Virgadamo, will end on September 30, 2025. Nominations were recently solicited for candidates to appear on this ballot.

The nominees are:

Paul Virgadamo
Paul Simms

Nominations were received from:

The City of Montgomery
The City of Shenandoah
The City of Conroe

In order for your city's vote to count, please return your ballot as soon as possible but no later than 11:00 a.m. on September 18, 2025.

Thank you for your participation in selecting a member of the MCECD Board of Managers. If you have any questions, please call me at (936) 523-5915.

Sincerely,

Chip VanSteenberg
Executive Director

Enclosure

Montgomery County Emergency Communication District

Board of Managers Appointment to Represent Municipalities

October 1, 2025 – September 30, 2027

BALLOT

Paul Virgadamo

Paul Simms

Other _____
Name

Signature: _____

Printed Name: _____

Date: _____

City: _____

Please complete and fax to (936) 539-9111, or email to abarocio@mc911.org no later than 11:00 a.m. on September 18, 2025.

MCECD Ruby
2257 N Loop 336 W
#140144 Conroe, TX
77304

AUSTIN TX 786
17 JUL 2025 AM 4 L



City of Montgomery
101 Old Plantersville Rd.
Montgomery, TX
77316-4416

77316-441601

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By: Ruby Beaven**

Subject

Consideration and possible action on a City of Montgomery Alcohol Beverage License Application filed by Napoli's Italian Grill & Bar.

Recommendation

Staff recommend approval of the City of Montgomery Alcohol Beverage License Application filed by Napoli's Italian Grill & Bar.

Discussion

Rezart Marko, owner, of Napoli's Italian Grill & Bar has submitted the City of Montgomery Alcohol Beverage License. This request is for a Mixed Beverage (MB) Permit at 20873 Eva St., Unit G, Montgomery, TX 77356.

Mr. Marko, began in June 2025 to begin the process of obtaining his Texas Alcohol Beverage Permit (TABC). The City Secretary must sign the TABC application as well as the Comptroller and County agencies to obtain the TABC approval.

City Code of Ordinances states that the City cannot approve or issue a City Alcoholic Beverage Permit until the TABC has issued their license and the applicant must come before City Council for final approval.

Mr. Marko submitted his City application to the City Secretary on June 20. 2025, and no fee was issued or taken as the TABC had not completed their application process. Mr. Marko was asked to inform the City when his TABC license was approved in order for the City Secretary to issue the City Permit. The City Secretary was notified that TABC has approved the license and Mr. Marko is ready to proceed with obtaining the City Permit.

The City will be allowed to collect the maximum local fees for a Mixed Beverage Permit after the three-year exemption. The permit will be issued for a two-year period permit that will align with the dates of the TABC license to expire on 07/27/2027.

Approved By

City Secretary/Director of Administrative Services	Ruby Beaven	Date: 08/06/2025

CITY OF MONTGOMERY
ALCOHOL BEVERAGE
LICENSE APPLICATION

City of Montgomery, Texas
101 Old Plantersville Road
Montgomery, TX 77316
(936) 597-3288
www.montgomerytexas.gov

APPLICATION FOR THE SALE OF ALCOHOLIC BEVERAGE LICENSE

Date Received by the City: 8-5-2025

1. Type of Alcoholic Beverage License: (*attach completed TABC Application Form*)

   _____ (1) Category A – Off Premises Consumption Sale of All Alcoholic Beverages – Package Store

   _____ (2) Category B – Off Premises Consumption Sale of Wine, Beer or Ale.

   _____ (3) Category C – Off Premises Consumption Sale of Beer.

   X____ (4) Category D – On Premises Consumption Sale of Beer, Wine and Mixed beverages – Restaurant or Café, where the sale of beer, wine and mixed beverage on the premises would be incidental to the restaurant or café.

   _____ (5) Category E – On Premises Consumption Sale of Beer, Wine and Mixed beverages – Tavern, Lounge, or Bar. The sale of Beer, Wine and Mixed beverages for On-Premises Consumption being the principal business line.

   _____ (6) Category F – Warehouse storage of Beer, Wine or Liquor for Distributors – No sale of Beer for on or Off-Premises Consumption permitted on the Premises.

2. Legal Description of the property for which License is sought. (Either by Lot and Block number or by a Metes and Bounds Description: Montgomery Trace Center 01 RES, B-1 RES F, Acres 14.04

3. Exact Nature of the Business to be operated. (*Must be fully described in cover letter on company letterhead*).

4. Attach a Plat of the property to the Application showing the improvements, parking areas, location of signage and other structures on the property and within three hundred (300) feet to scale.

5. Description of signs and the hours they will be operated to be attached as a separate document.

6. Attach floor plan of the building in which the business is to be conducted (showing fixtures, furniture, restrooms, kitchen and other equipment).

7. Attach a verified statement stating that the building is not within three hundred (300) feet of a church, school or hospital and that the building is in compliance with the requirements of this chapter for separate and adequate toilet facilities for men and women if used for on-premises consumption of beer, liquor or wine. This can be included in cover letter.

8. Business Owner: Rezart Marko Phone: 832-916-9995
   Address: 20873 Eva Street, Unit G, Montgomery, TX 77356
   Home Address: 95 SANDPEBBLE DR., The Woodlands, TX 77381 Phone: 832-916-9995
   Check if you are leasing property: [X]

9. Land Owner: Montgomery Trace LLC Phone: 832-581-2092
   Address: 9130 Pecos St., Houston, TX 77055

10. Business Partners: None Phone: _____
    Address: _____
    Home Address: _____ Phone: _____

11. A cover letter on your company's letterhead shall include a description of the nature of the business to be conducted, the names and address and interests of all persons having a direct or indirect financial interest in the property. The cover letter can include any other requested information that needs further description.

Upon receipt of this application form and confirmation that all items have been received, you will be notified of the date and

time of the City Council Meeting by the City Secretary.

The provisions of the City Code shall be considered concurrent with or in addition to the Texas Alcoholic Beverage Code, and, where a conflict may be found to exist, the provisions of the Texas Alcoholic Beverage Code shall apply. Applicants for a City alcoholic beverage license must comply with all applicable state and county codes and regulations as well as the requirements of the City Code.

It shall be unlawful for any person to manufacture, brew, distill, sell or distribute any wine, beer, liquor or other alcoholic beverage within the City, or engage in any other activity for which a license or permit is required by the Texas Alcoholic Beverage Code, without first obtaining a license so to do from the City. The annual fee for each such license shall be an amount equal to one-half the fee charged by the state for a license or permit to engage in a similar activity.

Note: The Alcoholic Beverage Code, provides that a mixed beverage permit is exempt from City permit fees during the three year period following the issuance of the permit.

If you require any additional information, please contact the City Secretary at (936) 597-3288.

This is to certify that I, Rezart Marko, have complied with all State, County, Codes and Regulations of the City of Montgomery, Texas.

_____ or _____

Business Owner and/or Lessee — Partner if Applicable

Ruby Beaven

From: rezart marko <rmarko78@yahoo.com>
Sent: Tuesday, July 29, 2025 3:11 PM
To: Ruby Beaven
Subject: Napoli's Italian Grill

Hello again. I did email back the form and in a separate email did send some photos.
The restaurant hours will be
Monday- Wednesday
11 AM -9 PM
Thursday-Saturday
11AM -10 PM
Please let me know if I need to add anything else.
Thank you
Sent from my iPhone
CAUTION: External Sender. Please do not click on links or open attachments from senders you do not trust.

TEXAS ALCOHOLIC BEVERAGE COMMISSION

MB -200162890 **Expires:7/27/2027**

MIXED BEVERAGE PERMIT (MB)

FOOD AND BEVERAGE CERTIFICATE (FB)

NAPOLI'S ITALIAN GRILL & BAR
20873 EVA ST, UNIT G
MONTGOMERY, TX, US, 77356

TIRANA 25 LLC

EXECUTIVE DIRECTOR

THIS PERMIT IS NOT TRANSFERABLE, MUST BE PUBLICLY DISPLAYED AT ALL TIMES AND USED ONLY IN PLACE OF BUSINESS INDICATED HEREON THE ACCEPTANCE HEREOF CONSTITUTES AN EXPRESS AGREEMENT TO PERMIT ANY AUTHORIZED REPRESENTATIVE OF THE COMMISSION OR ANY PEACE OFFICER TO FREELY ENTER UPON PERMITEES TO PERFORM ANY DUTY IMPOSED UPON HIM.

Cover Letter

07/28/2025

Tirana25 LLC- DBA Napoli's Italian Grill & Bar

Eva Street, Unit G

Montgomery, TX 77356

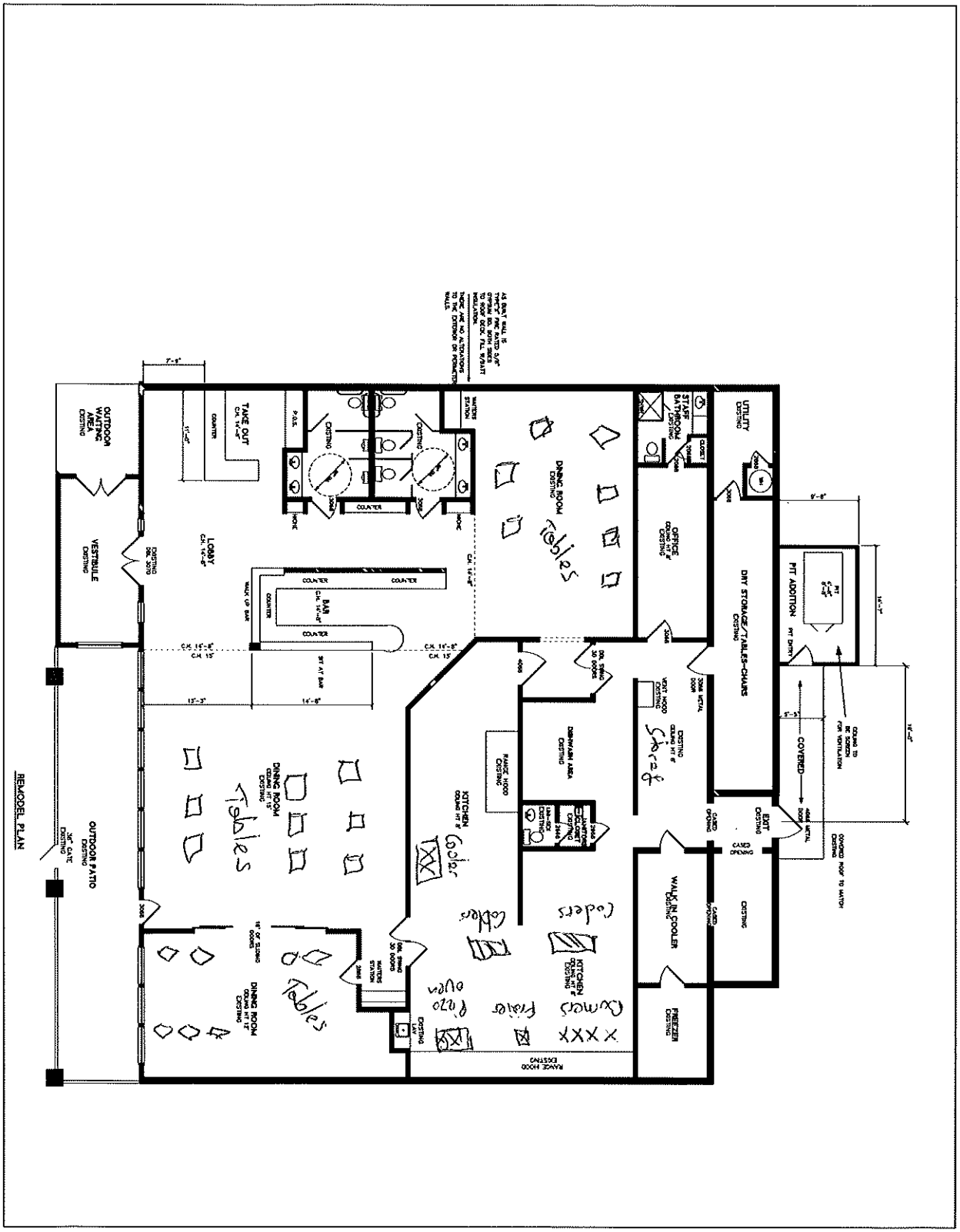
Tirana25 LLC-DBA Napoli's Italian Grill & Bar is an Italian restaurant. We serve authentic Italian food and pizza.

Rezart Marko is 100% the sole owner of the business. Rezart Marko home address is 95 SANDPEBBLE DR. The Woodlands, TX 77381

The building is not within three hundred (300) feet of a church, school or hospital and that the building is in compliance with the requirements of this chapter for separate and adequate toilet facilities for men and women if used for on-premises consumption of beer, liquor or wine.

Rezart Marko-Owner





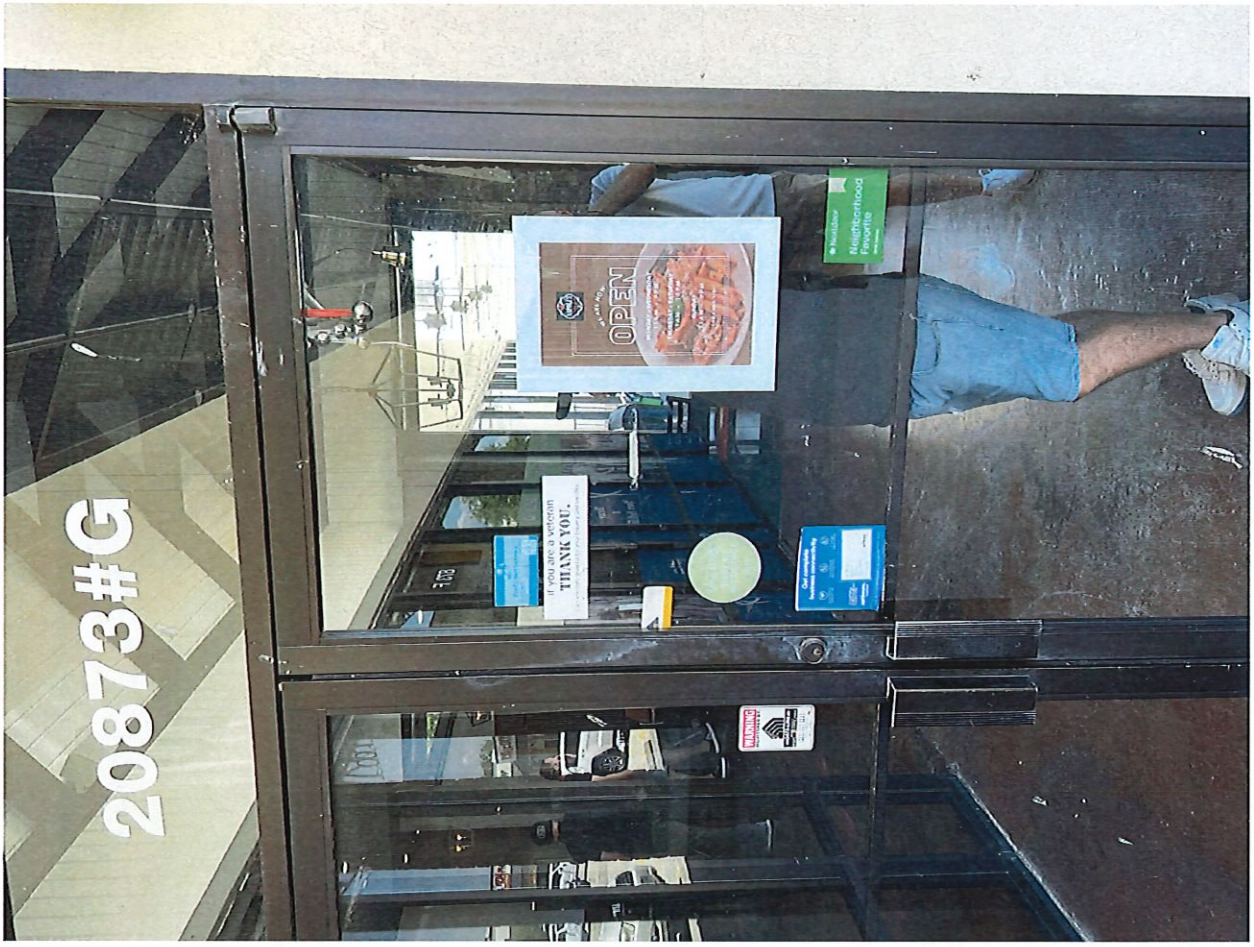
UNCLE BOBS BBQ 20873 EVA STREET MONTGOMERY, TX 77356	Level One Designers
DATE: 3-14-18	NOTES:
SHEET NAME: REMODEL PLAN	
SHEET NUMBER: A-3	
SCALE: SCALE: 3/16"=1'-0"	
AREA CALCULATIONS	
Issued for: PERMIT	
PROJECT ADDRESS: 20873 EVA STREET MONTGOMERY, TX 77356	
BUILDER: TROY SCOTT	

MONTGOMERY
PHYSICAL
THERAPY
ACTIVE LIFE CENTER
FITNESS PILATES
NAPOLI'S
ITALIAN GRILL & BAR
COMING SOON

NAPOLI'S ITALIAN GRILL & BAR
OPEN
ITALIAN NAPOLI'S GRILL & BAR
ITALIAN RESTAURANT
COMING SOON

MONTGOMERY MEDICAL CENTER
PHYSICAL THERAPY
NAPOLI'S
ITALIAN GRILL & BAR

NAPOLI'S ITALIAN GRILL & BAR
OPEN
ITALIAN
NAPOLI'S
GRILL & BAR
ITALIAN RESTAURANT
COMING SOON


20873#G
OPEN
Neighborhood Favorite
If you are a veteran
THANK YOU.

NAPOLI'S
Italian Grill
& BAR

WE ARE NOW

OPEN

MONDAY - WEDNESDAY
11AM - 9PM

THURSDAY - SATURDAY
11AM - 10PM

SUNDAY
11AM - 9PM

COME AND VISIT

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount:**
Department: Administration	**Prepared By: Ruby Beaven**

Subject

Consideration and possible action on the proposal for architectural services by Engineered Buildings, Inc. for the Pre Design/Concept Design Compensation and authorize the Mayor to execute the agreement for services and authorize payment for $25,000.

Recommendation

Staff recommendation is to approve the compensation of $25,000 and to authorize the Mayor to execute the agreement for these services.

Discussion

The City of Montgomery has received the Pre Design/Concept Design Proposal for compensation from Engineered Buildings, Inc. The proposal is for architectural services for the recently acquired property located at 200 Liberty Street in Montgomery.

The proposal for architectural services by Engineered Buildings, Inc. for Pre-Design/Concept Design has been reviewed, and a recommendation is to approve the compensation of $25,000. It is advisable to authorize the Mayor to execute the agreement for these services and to approve the payment accordingly, ensuring the project progresses smoothly and the services are secured as outlined.

This item is a non-budgeted item and if approved, it will be included in the year end adjustment.

Approved By

City Secretary	Ruby Beaven	Date: 07/31/2025

PRE DESIGN / CONCEPT DESIGN COMPENSATION:

		Client Initial
3-D Scanning:		
▪ Lump Sum Fixed Fee	$5,000.00	_____
Civil Engineering – Survey and Concept Design:		
▪ Budgeted	$10,000.00	_____
Existing Conditions Modeling / Verification:		
▪ Lump Sum Fixed Fee	$2,500.00	_____
Architectural Programming / Conceptual Design:		
▪ Lump Sum Fixed Fee	$7,500.00	_____
Total Estimated A/E Services:	**$25,000.00**	

TERMS OF PAYMENT:

Progress payments will be made by the Owner to Contractor monthly covering materials delivered and work completed. Invoices will be due and payable within ten (10) days after the submission.

Final payment constituting the entire unpaid balance of the contract sum shall be due and payable upon substantial completion of work as defined in this agreement.

Contract Conditions and Allowances that are included in this proposal are an integral part of this agreement. This is contingent upon acceptance by the Owner within fifteen (15) days of the date of this proposal.

We appreciate this opportunity to be of service and look forward to working with you on this project. Again, this proposal is intended to provide a firm contract for the design professional services.

There are many different municipal requirements, materials and construction methods that can be utilized for a construction project of this nature, so we look forward to working through this process with you. Please be assured that The McFate Group will do everything possible to meet your quality, schedule, and budget expectations. With your signature to the acceptance below, we are prepared to immediately commence work on this project.

Submitted By: EBI of Texas

Signature:

Name: Robert McFate

Title: President

Date: July 21, 2025

Agreed & Accepted By: City of Montgomery

Signature: _____

Name: Chief Soloman and Mr. Walker

Title: Police Chief and City Administrator

Date:

With acceptance of this Proposal for Architectural Services the owners also acknowledge the fact that EBI of TX will be the full design-build contractor for the above-mentioned project.

With acceptance of this Design Build Proposal an Owner Architect Design Build Institute of America (DBIA) Contract will be sent for formal approval.

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By: Ruby Beaven**

Subject

Discussion on proposal to move City Council meetings to Thursdays.

Recommendation

Discussion only.

Discussion

Mayor Countryman's proposal to move City Council meetings to Thursdays, prompted by HB 1522, warrants careful consideration of its implications, including potential impacts on attendance, scheduling conflicts, and stakeholder availability. Staff's recommendation to involve key entities such as the City Attorney, Engineers, and Staff is prudent, ensuring comprehensive input on legal, logistical, and operational aspects before making a decision that could affect the efficiency and effectiveness of council proceedings.

Approved By

City Secretary	Ruby Beaven	Date: 07/31/2025

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount: $1000.00**
Department: Public Works	**Prepared By: Mike Muckleroy**

Subject

Consideration and possible action an Ordinance of the City Council of the City of Montgomery, Texas, amending Chapter 90 "Utilities" of Article II "Water and Sewer Services" to amend "Division 6. Backflow Prevention" to the City Code of Ordinances; Repealing all Ordinances and parts of Ordinances in conflict therewith; Providing a severance clause and Texas Open Meetings Act Clause; and providing for an effective date.

Recommendation

Approve the Ordinance regarding amending City of Montgomery Code of Ordinances Chapter 90, Article II, Division 6. Backflow Preventions, presented.

Discussion

The current ordinance in place for backflow preventer testing places the responsibility of the testing to be performed by the City of Montgomery. The suggested amendments will allow us to utilize a third party for all record keeping of the yearly testing at a minimal cost to the city. This third party will contact all backflow device owners notifying them of testing needs. The device owners will then contact a backflow tester who will perform the test at a direct cost to the owner. Records will be uploaded to the third party by the tester. This will streamline the process for the city significantly. The yearly cost to the city will be approximately $1000 and the individual record upload fees will be paid directly by the owner.

Approved By

Public Works Director	Mike Muckleroy	Date: 07/29/2025
City Administrator	Brent Walker	Date: 07/29/2025
City Secretary	Ruby Beaven	Date: 08/04/2025

ORDINANCE NO. 2025 - XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AMENDING CHAPTER 90 "UTILITIES" OF ARTICLE II "WATER AND SEWER SERVICES" TO AMEND "DIVISION 6. BACKFLOW PREVENTION" TO THE CITY CODE OF ORDINANCES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERANCE CLAUSE AND TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 290.44 of the Texas Administrative Code applies to water distribution; and

WHEREAS, Texas Local Government Code Section 290.44(h) outlines the requirements for backflow, siphonage of public water systems; and

WHEREAS, the City Council of the City of Montgomery, Texas, deems the adoption of this Ordinance is in the interest of public health, safety, and general welfare.

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

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

SECTION 2. Article II "Water and Sewer Service" of Chapter 90 "Utilities" hereby amends "Division 6. Backflow Prevention" to read as follows:

"**Sec. 90-351. Purpose.**

The purpose of this division is to:

(1) Require the installation and annual testing of backflow prevention assemblies that will protect and ensure the quality of the City's potable public water system as required by the TCEQ in Section 290.44 (h) of the Texas Administrative Code.

(2) Protect the public health, safety and general welfare.

Sec. 90-352. Applicability.

This article applies to all connections that can be identified as potential health hazards, including all strip centers, establishments that prepare and/or sell food, auto repair and parts shops, industrial or manufacturing establishments, apartment buildings, irrigation systems, and any other connection as otherwise determined by the City Engineer.

Sec. 90-353. New connections—Initial testing and certification.

(a) All new connections shall be inspected by the City's Building Official, or approved designee.

(b) Irrigation systems will require a pressure vacuum breaker to be installed immediately after the water meter.

(c) Commercial and industrial water connections will require a reduced pressure zone backflow prevention assembly to be installed immediately after the water meter.

(d) Fire water connections will require a double detector check backflow prevention assembly installed immediately after the connection to the public waterline.

(e) Customer shall be responsible for the initial installation and testing of all backflow prevention assemblies.

(f) Testing and certification must be completed within seven days of the physical connection to the City's water system being made.

(h) All final test reports shall be completed by a licensed tester who is approved by the assignee of the City's Public Works Director. Within seven days of completion, a copy of the test report will be provided to the assignee.

Sec. 90-354. Existing connections—Initial testing and certification

(a) Commercial and industrial water connections will require a reduced pressure zone backflow prevention assembly to be installed immediately after the water meter.

(b) Fire water connections will require a double detector check backflow prevention assembly installed immediately after the connection to the public waterline.

(c) Customers shall be notified by the City in writing that they are required to install an appropriate backflow prevention assembly within 90 days of the letter. If the customer does not comply the City will install the backflow prevention assembly and back-charge the customer for the installation.

(d) After installation, testing and certification must be completed within seven days at the expense of the customer.

(e) Customers must submit the test report, completed by a licensed tester who is approved by the assignee of the City's Public Works Director. Within seven days of completion, a copy of the test report will be provided to the assignee.

Sec. 90-355. Annual testing and certification.

(a) The City will require all customers with a reduced pressure zone, or a double detector check backflow prevention assemblies tested and certified on an

annual basis. All certifications shall be provided to the assignee of the City's Public Works Director.

(b) The City, and their assignee will keep records of all certifications.

(c) A fee will be paid directly to the certified tester by the customer once the testing is completed to cover the cost of the test and certification.

(d) If a customer's backflow prevention assembly fails the test or does not complete an annual test, the customer will be notified that repairs are required and will be given 7 days to complete the repairs, perform a new test and receive a certification for the customer's backflow prevention assembly.

(e) If the customer fails to comply within the 7-day time period for repairs and recertification, the City reserves the right to disconnect water service to said customer.

Sec. 90-356. Emergency Suspensions.

(a) The City's Public Works Director or designee may suspend water service and disconnect service to a customer if the Director or designee determines that contamination or pollution due to backflow presents an imminent threat to the public water system, presents an imminent danger to public health or safety, or threatens to interfere with the operation of the public water system.

Secs. 90-357—90-380. Reserved."

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect any of the remaining provisions of this Ordinance.

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

SECTION 5. It is hereby officially found and determined that the meeting at which this Ordinance was considered was open to the public as required and that public notice of the time,

place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, of the Texas Government Code.

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

PASSED AND APPROVED by the City Council of the City of Montgomery, Texas on the 12th day of August, 2025.

CITY OF MONTGOMERY, TEXAS

_____
Sara Countryman, Mayor

ATTEST:

_____
Ruby Beaven, City Secretary

DRAFT

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount:** See Below
Department: Administration	**Prepared By:** Maryann Carl

Subject

Consideration and possible action to approve the fleet lease agreement with Enterprise Fleet Management for three Police Pursuit vehicles, one Police pick-up truck, and two Public Works pick-ups.

Discussion

Last year, the city entered into a lease agreement with Enterprise Fleet Management for vehicles in both the Police Department and Public Works. At that time, staff expressed an interest in using this program for vehicles in the future.

The FY 26 budget includes three pursuit vehicles and one pick-up truck for the Police Department and two pick-ups for Public Works.

With Council's approval, the following vehicles would be ordered:

Police Department

- 3 Dodge Durango Pursuit Vehicles (2026) – annual est. cost $35,000
- 1 Chevrolet Silverado 1500 4x4 Crew Cab (2026) – annual est. cost $13,100

Public Works/Utilities

- 2 Chevrolet Silverado 2500HD Work truck, 4x4 Crew Cab, 8 ft box (2026) – annual est. cost $26,300

Approved By

Ruby Beaven	City Secretary	Date: 7/31/2025

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: [redacted]

Prepared For: City of Montgomery, Texas
Belmares, Joe

Date 07/17/2025
AE/AM JJK/LAE

Unit #

QTY: X3

Year 2026 **Make** Dodge **Model** Durango
Series Pursuit 4dr All-Wheel Drive
Vehicle Order Type Ordered **Term** 60 **State** TX **Customer#** 641130

$ 46,672.00		Capitalized Price of Vehicle[1]
$0.00	*	License and Certain Other Charges 0.0000% **State** TX
$ 158.50	*	Initial License Fee
$ 0.00		Registration Fee
$ 470.00	*	Other: (See Page 2)
$ 0.00		Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Security Deposit
$0.00		Taxes
$ 46,672.00		Total Capitalized Amount (Delivered Price)
$ 777.88		Depreciation Reserve @ 1.6667%
$ 194.23		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 972.11		**Total Monthly Rental Excluding Additional Services**

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	DB Black Clearcoat
Interior Color	Black w/Cloth Bucket Seats w/Rear Vinyl Or Cl
Lic. Plate Type	Unknown
GVWR	0

Additional Fleet Management

	Master Policy Enrollment Fees		
$ 0.00	Commercial Automobile Liability Enrollment		
	Liability Limit $0.00		
$ 0.00	Physical Damage Management	Comp/Coll Deductible	0 / 0
$ 0.00	Full Maintenance Program[3] Contract Miles 0	OverMileage Charge	$ 0.0600 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires 0	Loaner Vehicle Not Included
$ 0.00	**Additional Services SubTotal**		
$ 0.00	Tax 0.0000% **State** TX		
$ 972.11	**Total Monthly Rental Including Additional Services**		
$ -0.80	Reduced Book Value at 60 Months		
$ 400.00	Service Charge Due at Lease Termination		

Quote based on estimated annual mileage of 12,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE City of Montgomery, Texas

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	$ 170.00
Courtesy Delivery Fee	B	$ 300.00
Total Other Charges Billed		$ 470.00
Total Other Charges Capitalized		$ 0.00
Other Charges Total		$ 470.00

VEHICLE INFORMATION:

2026 Dodge Durango Pursuit 4dr All-Wheel Drive - US

Series ID: WDEE75

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$44,677	$44,879.00
Total Options	$0.00	$0.00
Destination Charge	$1,995.00	$1,995.00
Total Price	**$46,672.00**	**$46,874.00**

SELECTED COLOR:

Exterior: PXJ-DB Black Clearcoat

Interior: X9-Black w/Cloth Bucket Seats w/Rear Vinyl Or Cloth Bucket Seats w/Shift Insert

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2BZ	Quick Order Package 2BZ	NC	NC
APA	Monotone Paint Application	STD	STD
C5	Cloth Bucket Seats w/Shift Insert	STD	STD
DFT	Transmission: 8-Speed Automatic (850RE)	STD	STD
DLK	3.45 Rear Axle Ratio	STD	STD
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	STD
NAS	50 State Emissions	STD	STD
PXJ_02	DB Black Clearcoat	NC	NC
TXQ	Tires: 255/60R18 BSW On/Off Road	STD	STD
UBN	Radio: Uconnect 5 Nav w/10.1" Display	STD	STD
WBN	Wheels: 18" X 8" Black Steel	STD	STD
X9_01	Black w/Cloth Bucket Seats w/Rear Vinyl Or Cloth Bucket Seats w/Shift Insert	NC	NC
Z6K	GVWR: 6,500 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Cargo Door Type: liftgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Spoiler: rear lip spoiler
- Door Handles: body-coloured
- Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
- Rear Step Bumper: rear step bumper
- Body Material: galvanized steel/aluminum body material
- : class IV trailering with harness, hitch
- Grille: black grille
- Upfitter Switches: upfitter switches

Convenience Features:

- Air Conditioning automatic dual-zone front air conditioning
- Air Filter: air filter
- Rear Air Conditioning: rear air conditioning with separate controls
- Console Ducts: console ducts
- Voice Activated A/C: voice activated air conditioning
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver and passenger 1-touch down
- 1/4 Vent Rear Windows: power rearmost windows
- Remote Keyless Entry: yes remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: proximity key
- Valet Key: valet function
- Trunk FOB Controls: keyfob trunk/hatch/door release
- Window FOB Controls: remote window controls
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Auto-dimming Rearview Mirror: auto-dimming rearview mirror
- Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
- Emergency SOS: Dodge Connect emergency communication system
- Navigation System: navigation system with voice activation
- Front Cupholder: front and rear cupholders
- Floor Console: partial floor console with covered box
- Overhead Console: mini overhead console with storage
- Glove Box: illuminated locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

- radio with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: 4G LTE Wi-Fi Hot Spot (3-month or 3 GB trial included) internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam LED low/high beam headlamps
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Door Curb/Courtesy Lights: 2 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Voltometer: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: ParkSense with Stop rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Blind Spot Sensor: blind spot
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: Sentry Key immobilizer
Panic Alarm: panic alarm
Electronic Stability: electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 3 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 4-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Fold Flat Passenger Seat: fold flat passenger seat
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Dashboard Console Insert, Door Panel Insert Combination: leatherette/metal-look instrument panel insert, door panel insert, console insert
LeatherSteeringWheel: leather steering wheel
Interior Accents: chrome interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 293-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: [redacted]

Prepared For: City of Montgomery, Texas
Belmares, Joe

Date 07/30/2025
AE/AM JJK/LAE

Unit #
Year 2026 **Make** Chevrolet **Model** Silverado 1500
Series LT w/1LT 4x4 Crew Cab 5.75 ft. box 147.4 in. WB
Vehicle Order Type Ordered **Term** 60 **State** TX **Customer#** 641130

$ 55,859.15		Capitalized Price of Vehicle[1]
$0.00	*	License and Certain Other Charges 0.0000% **State** TX
$ 158.50	*	Initial License Fee
$ 0.00		Registration Fee
$ 300.00		Other: (See Page 2)
$ 0.00		Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Security Deposit
$0.00		Taxes
$ 56,159.15		Total Capitalized Amount (Delivered Price)
$ 842.39		Depreciation Reserve @ 1.5000%
$ 250.11		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 1,092.50		**Total Monthly Rental Excluding Additional Services**

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Black
Interior Color	Jet Black w/Cloth Seat Trim
Lic. Plate Type	Unknown
GVWR	0

Additional Fleet Management

Master Policy Enrollment Fees

$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit $0.00

$ 0.00 Physical Damage Management — Comp/Coll Deductible 0 / 0

$ 0.00 Full Maintenance Program[3] Contract Miles 0 — OverMileage Charge $ 0.0600 Per Mile

Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included

$ 0.00	**Additional Services SubTotal**
$ 0.00	Tax 0.0000% **State** TX
$ 1,092.50	**Total Monthly Rental Including Additional Services**
$ 5,615.75	Reduced Book Value at 60 Months
$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 11,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE City of Montgomery, Texas

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	$ 170.00
Courtesy Delivery Fee	C	$ 300.00
Total Other Charges Billed		$ 170.00
Total Other Charges Capitalized		$ 300.00
Other Charges Total		$ 470.00

VEHICLE INFORMATION:

2026 Chevrolet Silverado 1500 LT w/1LT 4x4 Crew Cab 5.75 ft. box 147.4 in. WB - US

Series ID: CK10543

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$50,437.6	$53,600.00
Total Options	$3,826.55	$4,205.00
Destination Charge	$2,595.00	$2,595.00
Total Price	**$56,859.15**	**$60,400.00**

SELECTED COLOR:

Exterior: GBA-Black

Interior: H0U-Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1LT	Preferred Equipment Group 1LT	NC	NC
360XM	SiriusXM w/360L Trial Subscription	Included	Included
A2X	10-Way Power Driver Seat w/Lumbar	Included	Included
A50	Front Bucket Seats	$596.05	$655.00
AAK	All-Weather Floor Liner (LPO) (AAK)	Included	Included
AED	Power Front Windows w/Passenger Express Down	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKO	Deep-Tinted Glass	Included	Included
AVJ	Keyless Open & Start	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
B1J	Rear Wheelhouse Liners	Included	Included
B30	Color-Keyed Carpeting Floor Covering	Included	Included
B59_	Remote Start Package	Included	Included
BLUE	Bluetooth For Phone	Included	Included
BTV	Remote Vehicle Starter System	Included	Included
C49	Electric Rear-Window Defogger	Included	Included
C5Y	GVWR: 7,100 lbs (3,221 Kg)	Included	Included
CGN	Chevytec Spray-on Black Bedliner	Included	Included
CJ2	Dual-Zone Automatic Climate Control	Included	Included
CTT	Hitch Guidance	Included	Included
D07	Floor Mounted Center Console	Included	Included
D31	Inside Rearview Mirror w/Tilt	Included	Included
DLF	Heated Power-Adjustable Outside Mirrors	Included	Included
DP9	Chrome Mirror Caps	Included	Included
EPH	Electronic Transmission Range Selector Shifter	Included	Included
G80	Auto-Locking Rear Differential	Included	Included
GBA_01	Black	NC	NC
GU5	3.23 Rear Axle Ratio	Included	Included
H0U_01	Jet Black w/Cloth Seat Trim	NC	NC
IOK	Radio: Chevrolet Infotainment 3 Premium System	STD	STD
JHD	Hill Descent Control	Included	Included
JL1	Integrated Trailer Brake Controller	Included	Included
K34	Electronic Cruise Control	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
K47	Heavy-Duty Air Filter	Included	Included
K4C	Wireless Charging	Included	Included
KA1	Heated Driver & Front Outboard Passenger Seats	Included	Included
KC4	External Engine Oil Cooler	Included	Included
KC9	120-Volt Bed Mounted Power Outlet	Included	Included
KI3	Heated Steering Wheel	Included	Included
KI4	120-Volt Interior Power Outlet	Included	Included
KNP	Auxiliary External Transmission Oil Cooler	Included	Included
KW7	170 Amp Alternator	Included	Included
L84	Engine: 5.3L EcoTec3 V8	$1,451.45	$1,595.00
MHS	Transmission: 10-Speed Automatic (MHS)	Included	Included
N10	Dual Exhaust w/Polished Outlets	Included	Included
N37	Manual Tilt/Telescoping Steering Column	Included	Included
N57	Wrapped Steering Wheel	Included	Included
NONSU	Off-Road Suspension	Included	Included
NQH	2-Speed Electronic Autotrac Transfer Case	Included	Included
NZZ	Skid Plates	Included	Included
PAINT	Solid Paint	STD	STD
PCL	Convenience Package	Included	Included
PDU	All-Star Edition	Included	Included
PDZ	Z71 Off-Road & Protection Package	$1,574.30	$1,730.00
PED	Chevy Safety Assist	Included	Included
QBR	255/70R17 as BW Spare Tire	STD	STD
QK1	Standard Tailgate	Included	Included
QT5	EZ Lift Power Lock & Release Tailgate	Included	Included
R7O	Cloth Rear Seat w/Storage Package	$204.75	$225.00
RCV	Wheels: 18" X 8.5" Bright Silver Painted Aluminum	Included	Included
STDTM	Cloth Seat Trim	Included	Included
TDM	Teen Driver	Included	Included
TQ5	IntelliBeam Automatic High Beam On/Off	Included	Included
UBC	2 USB Data Ports	Included	Included
UBI	Dual Rear USB Ports (Charge Only)	Included	Included
UDV	12.3" Multicolor Reconfigurable Digital Display	Included	Included
UE1	OnStar Services Capable	Included	Included
UE4	Following Distance Indicator	Included	Included
UEU	Forward Collision Alert	Included	Included
UF2	LED Cargo Area Lighting	Included	Included
UHX	Lane Keep Assist w/Lane Departure Warning	Included	Included
UHY	Automatic Emergency Braking	Included	Included
UJN	Tire Pressure Monitoring System	Included	Included
UK3	Steering Wheel Audio Controls	Included	Included
UKJ	Front Pedestrian Braking	Included	Included
UQF	6-Speaker Audio System	Included	Included
UTJ	Theft Deterrent System (Unauthorized Entry)	Included	Included
UVB	HD Rear Vision Camera	Included	Included
V76	Front Frame-Mounted Black Recovery Hooks	Included	Included
VK3	Front License Plate Kit	NC	NC
VV4	Wi-Fi Hot Spot Capable	Included	Included
WPQ	Protection Package	Included	Included
XCK	Tires: 265/65R18SL AT BW	Included	Included
XCQ	265/70R17SL as BW Spare Tire	Included	Included
Z71	Z71 Off-Road Package	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
Z82	Trailering Package	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Convex Driver Mirror: convex driver and passenger mirror
- Skid Plates: skid plates
- Door Handles: body-coloured
- Front And Rear Bumpers: chrome front and rear bumpers with body-coloured rub strip
- Rear Step Bumper: rear step bumper
- Front Bumper Insert: black front bumper insert
- Front Tow Hooks: 2 front tow hooks
- Front License Plate Bracket: front license plate bracket
- Bed Liner: bed liner
- Box Style: regular
- Body Material: galvanized steel/aluminum body material
- : class IV trailering with harness, hitch, brake controller
- Grille: grille with chrome bar

Convenience Features:

- Air Conditioning automatic dual-zone front air conditioning
- Console Ducts: console ducts
- Voice Activated A/C: voice activated air conditioning
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with front and rear 1-touch down
- Remote Keyless Entry: yes remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: Keyless Open/Keyless Start proximity key
- Trunk FOB Controls: keyfob trunk/hatch/door release
- Window FOB Controls: remote window controls
- Remote Engine Start: keyfob remote start - yes
- Steering Wheel: heated steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors
- Emergency SOS: OnStar emergency communication system
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with covered box
- Overhead Console: mini overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Seatback Storage Pockets: 2 seatback storage pockets
- Dashboard Storage: dashboard storage
- Interior Concealed Storage: interior concealed storage
- IP Storage: covered bin instrument-panel storage
- Front Underseat Storage Tray: locking front underseat storage tray
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- AC Power Outlet: 1 interior 120V AC power outlet

Entertainment Features:

- radio with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: Wi-Fi Hotspot capable internet access
- TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions

1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:
Headlamp Type delay-off reflector LED low/high beam headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltometer: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:
ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: DuraLife four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor

Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Front Heated Cushion: driver and passenger heateds
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Door Trim Insert: vinyl door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Cabback Insulator: cabback insulator
Dashboard Console Insert, Door Panel Insert Combination: simulated wood/metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
LeatherSteeringWheel: leatherette steering wheel
Floor Mats: rubber front and rear floor mats
Interior Accents: chrome interior accents

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: [redacted]

Prepared For: City of Montgomery, Texas
Belmares, Joe

Date 07/17/2025
AE/AM JJK/LAE

Unit #
Year 2026 **Make** Chevrolet **Model** Silverado 2500HD QTY: 2
Series Work Truck 4x4 Crew Cab 8 ft. box 172 in. WB
Vehicle Order Type Ordered **Term** 60 **State** TX **Customer#** 641130

$ 52,445.25		Capitalized Price of Vehicle[1]
$0.00	*	License and Certain Other Charges 0.0000% **State** TX
$ 158.50	*	Initial License Fee
$ 0.00		Registration Fee
$ 170.00		Other: (See Page 2)
$ 0.00		Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Security Deposit
$0.00		Taxes
$ 52,615.25		Total Capitalized Amount (Delivered Price)
$ 876.94		Depreciation Reserve @ 1.6667%
$ 218.66		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 1,095.60		**Total Monthly Rental Excluding Additional Services**

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Summit White
Interior Color	Jet Black w/Vinyl Seat Trim
Lic. Plate Type	Exempt
GVWR	0

Additional Fleet Management

	Master Policy Enrollment Fees		
$ 0.00	Commercial Automobile Liability Enrollment		
	Liability Limit $0.00		
$ 0.00	Physical Damage Management	Comp/Coll Deductible	0 / 0
$ 52.26	Full Maintenance Program[3] Contract Miles 55,000	OverMileage Charge	$ 0.0600 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires 0	Loaner Vehicle Not Included
$ 52.26	**Additional Services SubTotal**		
$ 0.00	Tax 0.0000% **State** TX		
$ 1,147.86	**Total Monthly Rental Including Additional Services**		
$ -1.15	Reduced Book Value at 60 Months		
$ 400.00	Service Charge Due at Lease Termination		

Quote based on estimated annual mileage of 11,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE City of Montgomery, Texas

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	$ 170.00
Courtesy Delivery Fee	B	$ 300.00
Total Other Charges Billed		$ 300.00
Total Other Charges Capitalized		$ 170.00
Other Charges Total		$ 470.00

Open-End (Equity) Lease Rate Quote

Quote No: [redacted]

VEHICLE INFORMATION:

2026 Chevrolet Silverado 2500HD Work Truck 4x4 Crew Cab 8 ft. box 172 in. WB - US

Series ID: CK20943

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$49,002.8	$51,800.00 (Est.)
Total Options	$1,997.45	$2,195.00 (Est.)
Destination Charge	$2,195.00	$2,195.00
Total Price	**$53,195.25**	**$56,190.00 (Est.)**

SELECTED COLOR:

Exterior: GAZ-Summit White

Interior: H2G-Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP	
1WT	Preferred Equipment Group 1WT	NC	NC	(Est.)
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included	(Est.)
ACCESS	Chevrolet Connected Access Capable	Included	Included	(Est.)
AEQ	Power Rear Windows w/Express Down	Included	Included	(Est.)
AKO	Deep-Tinted Glass	Included	Included	(Est.)
AQQ	Remote Keyless Entry	Included	Included	(Est.)
AU3	Power Door Locks	Included	Included	(Est.)
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included	(Est.)
AZ3	Front 40/20/40 Split-Bench Seats w/Lockable Storage	STD	STD	(Est.)
BG9	Rubberized-Vinyl Floor Covering	Included	Included	(Est.)
BLUE	Bluetooth For Phone	Included	Included	(Est.)
BTM	Push Button Start	Included	Included	(Est.)
C49	Electric Rear-Window Defogger	Included	Included	(Est.)
CMPS	Compass	Included	Included	(Est.)
DD8	Auto-Dimming Inside Rearview Mirror	Included	Included	(Est.)
DWI	Heated & Auto-Dimming Vertical Trailering Mirrors	$600.60	$660.00	(Est.)
E63	Durabed Pickup Bed	Included	Included	(Est.)
GAZ_01	Summit White	NC	NC	(Est.)
GT4	3.73 Rear Axle Ratio	Included	Included	(Est.)
H2G_01	Jet Black w/Vinyl Seat Trim	NC	NC	(Est.)
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD	(Est.)
JGF	GVWR: 10,650 lbs (4,831 Kg)	Included	Included	(Est.)
JHD	Hill Descent Control	Included	Included	(Est.)
K34	Electronic Cruise Control w/Set & Resume Speed	Included	Included	(Est.)
KC9	120-Volt Bed Mounted Power Outlet	Included	Included	(Est.)
KI4	120-Volt Interior Power Outlet	$204.75	$225.00	(Est.)
KW7	170 Amp Alternator	Included	Included	(Est.)
L8T	Engine: 6.6L Gas V8 w/Direct Injection & VVT	Included	Included	(Est.)
L8TBAT	720 Cold-Cranking Amps Heavy-Duty Battery	Included	Included	(Est.)
MCAP	Black Mirror Caps	Included	Included	(Est.)
MKM	Transmission: 10-Speed Automatic	Included	Included	(Est.)
N33	Manual Tilt-Wheel Steering Column	Included	Included	(Est.)
NONSU	Off-Road Suspension	Included	Included	(Est.)

CODE	DESCRIPTION	INVOICE	MSRP	
NQF	2-Speed Electronic Shift Transfer Case	Included	Included	(Est.)
NZZ	Skid Plates	Included	Included	(Est.)
PAINT	Solid Paint	STD	STD	(Est.)
PCV	WT Convenience Package	$714.35	$785.00	(Est.)
PPW	Wireless Phone Projection	Included	Included	(Est.)
PYN	Wheels: 17" Silver Painted Steel	Included	Included	(Est.)
QK1	Standard Tailgate	Included	Included	(Est.)
QT5	EZ Lift Power Lock & Release Tailgate	Included	Included	(Est.)
QXT	Tires: LT265/70R17E AT BW	Included	Included	(Est.)
STDTM	Vinyl Seat Trim	STD	STD	(Est.)
UBI	Dual Rear USB Ports (Charge Only)	NC	NC	(Est.)
UDC	3.5" Diagonal Monochromatic Display DIC	Included	Included	(Est.)
UE1	OnStar Services Capable	Included	Included	(Est.)
UQF	6-Speaker Audio System	Included	Included	(Est.)
UVB	HD Rear Vision Camera	Included	Included	(Est.)
VH6	Black Front Bumper	Included	Included	(Est.)
VJG	Black Rear Bumper	Included	Included	(Est.)
VV4	Wi-Fi Hotspot Capable	Included	Included	(Est.)
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC	(Est.)
Z71	Z71 Off-Road Package	$477.75	$525.00	(Est.)

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: auto dimming power remote heated power folding side-view door mirrors with turn signal indicator
- Convex Driver Mirror: convex driver and passenger mirror
- Mirror Type: manual extendable trailer mirrors
- Skid Plates: skid plates
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers with black rub strip
- Rear Step Bumper: rear step bumper
- Front Bumper Insert: black front bumper insert
- Front Tow Hooks: 2 front tow hooks
- Box Style: regular
- Body Material: galvanized steel/aluminum body material
- : class IV trailering with harness, hitch, brake controller
- Fender Flares: black fender flares
- Grille: black grille

Convenience Features:

- Air Conditioning manual air conditioning
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with front and rear 1-touch down
- Remote Keyless Entry: yes remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: proximity key
- Trunk FOB Controls: keyfob trunk/hatch/door release
- Window FOB Controls: remote window controls
- Steering Wheel: steering wheel with manual tilting
- Day-Night Rearview Mirror: day-night rearview mirror
- Auto-dimming Rearview Mirror: auto-dimming rearview mirror
- Emergency SOS: OnStar emergency communication system
- Front Cupholder: front cupholder
- Overhead Console: mini overhead console
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Dashboard Storage: dashboard storage
- IP Storage: covered bin instrument-panel storage
- Front Underseat Storage Tray: locking front underseat storage tray
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 1 12V DC power outlet
- AC Power Outlet: 1 interior 120V AC power outlet

Entertainment Features:

- radio AM/FM/Satellite-prep with seek-scan
- Speakers: 6 speakers
- Internet Access: Wi-Fi Hotspot capable internet access
- TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
- 1st Row LCD: 1 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off reflector halogen headlamps
- Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
- Cab Clearance Lights: cargo bed light

Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltometer: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Inclinometer: inclinometer
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated w/puddle lights perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer

Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob

Standard Engine:

Engine 401-hp, 6.6-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By:** Maryann Carl

Subject

Consideration and possible action to approve the proposed FY 2025-2026 tax rate for the City of Montgomery.

Recommendation

Motion to approve a proposed tax rate of $0.4000 per $100.

This vote is required to be a record vote by each council member individually.

Discussion

Tax Assessor-Collector, Tammy McRae has calculated the tax rate for the City. The No-New-Revenue rate is $0.3663 per $100 and the Voter-Approval rate is $0.4537 per $100.

City staff is recommending keeping the rate constant at $0.4000 per $100.

Approved By

Ruby Beaven	City Secretary	Date: 7/31/2025

Notice About 2025 Tax Rates

Property tax rates in City of Montgomery.

This notice concerns the 2025 property tax rates for City of Montgomery. This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would Impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per $100 of property value.

This year's no-new-revenue tax rate	$0.3663/$100
This year's voter-approval tax rate	$0.4537/$100

To see the full calculations, please visit 400 N. SAN JACINTO
CONROE, TEXAS 77301
tammy.mcrae@mctx.org for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balance

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
Debt Service	18,077
General Fund	2,942,789
Water & Sewer Fund	1,984,767

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues *(or additional sales tax revenues, if applicable).*

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
GO Refunding Bonds, Series 2021	75,400	31,349	400	107,149
Tax Notes, Series 2022	225,000	42,625	400	268,025
Certificates of Obligation, Series 2024	42,900	56,453	400	99,753

Total required for 2025 debt service	$474,927
- Amount (if any) paid from funds listed in unencumbered funds	$0
- Amount (if any) paid from other resources	$0
- Excess collections last year	$9,503
= Total to be paid from taxes in 2025	$465,424
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2025	$0
= Total debt levy	$465,424

This notice contains a summary of actual no-new-revenue and voter-approval calculations as certified by Tammy McRae, Tax Assessor-Collector on 07/29/2025 .

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By:** Maryann Carl

Subject

Consideration and possible action to approve the Proposed FY2025-2026 Budget for the City of Montgomery.

Recommendation

Approve the proposed FY 2025-2026 budget for the City of Montgomery.

Discussion

The City is required to post the proposed operating budget for 30 days prior to adoption. Approving the proposed budget this evening allows Council to adopt the budget on September 15, 2025 which will allow us to meet the deadlines of the Tax Office.

Approved By

Ruby Beaven	City Secretary	Date: 7/31/2025

CITY OF
MONTGOMERY
TEXAS EST 1837
BIRTHPLACE OF THE TEXAS FLAG

Proposed Budget

Fiscal Year 2026

TABLE OF CONTENTS

Funds Summary Overview . . . **3**
General Fund . . . 4
Administration . . . 8
Police . . . 11
Public Works . . . 14
Court . . . 17
Water & Sewer . . . 19
MEDC . . . 24
CCPD - Crime Control & Prevention District . . . 27
Debt Service . . . 30
Montgomery PID . . . 33
Court Security . . . 34
Child Safety . . . 36
Truancy Prevention . . . 37
Jury - Local . . . 38
Court Technology . . . 39
Hotel Occupancy . . . 40
Shop w/a Cop . . . 41

General Fund

Comprehensive Fund Summary

Comprehensive Fund Summary

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	Percentage Change
Revenues					
Taxes	$5,130,485	$5,934,687	$5,939,738	$6,936,389	16.78%
Licenses & Permits	$334,367	$463,611	$487,500	$608,750	24.87%
Intergovernmental	$1,070	$4,532	$1,050	$1,050	0.00%
Fine & Fees	$311,849	$240,233	$228,510	$231,510	1.31%
Miscellaneous Revenues	$212,091	$497,543	$299,354	$381,916	27.58%
Total Revenues	**$5,989,862**	**$7,140,606**	**$6,956,152**	**$8,159,615**	**17.30%**
Expenditures					
Personal / Personnel Services	$2,653,258	$2,970,236	$3,465,302	$3,868,706	11.64%
Services	$1,402,613	$1,570,618	$1,851,995	$2,227,225	20.26%
Supplies	$278,602	$319,321	$364,803	$344,076	-5.68%
Other Operations	$439,009	$457,957	$650,000	$830,000	27.69%
Capital Outlay	$203,266	$304,693	$452,651	$478,125	5.63%
Total Expenditures	**$4,976,748**	**$5,622,826**	**$6,784,751**	**$7,748,132**	**14.20%**
Total Revenues Less Expenditures	**$1,013,114**	**$1,517,780**	**$171,401**	**$411,483**	**140.07%**

Revenues - General Fund

Revenues by Revenue Source

FY26 Revenues by Revenue Source



Taxes	**$6,936,389**	85.01%
Licenses & Permits	**$608,750**	7.46%
Miscellaneous Revenues	**$381,916**	4.68%
Fine & Fees	**$231,510**	2.84%
Intergovernmental	**$1,050**	0.01%

Revenues by Revenue Source

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Taxes	$5,130,485	$5,934,687	$5,939,738	$6,936,389	16.78%
Licenses & Permits	$334,367	$463,611	$487,500	$608,750	24.87%
Intergovernmental	$1,070	$4,532	$1,050	$1,050	0.00%
Fine & Fees	$311,849	$240,233	$228,510	$231,510	1.31%
Miscellaneous Revenues	$212,091	$497,543	$299,354	$381,916	27.58%
Total Revenues	**$5,989,862**	**$7,140,606**	**$6,956,152**	**$8,159,615**	**17.30%**

Revenues by Object

Revenues by Object

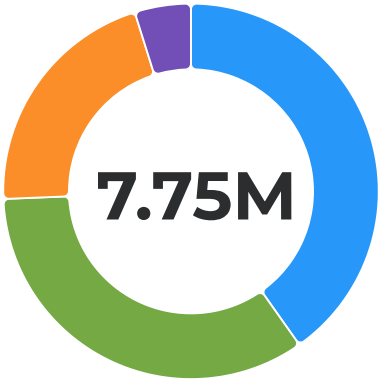
Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Budgeted (% Change)
Ad Valorem Taxes - Current	$1,310,008	$1,418,342	$1,548,638	$1,960,289	26.58%
Ad Valorem Taxes - Delinquent	-	$10,791	$5,000	$5,000	0.00%
Penalty & Interest - Current	$9,745	$11,701	$10,000	$10,000	0.00%
Penalty & Interest - Delinquent	-	$3,329	$3,000	$3,000	0.00%
Rendition Penalty	-	$662	$100	$100	0.00%
Right of Way Use Fees	$6,070	$6,440	$6,000	$6,000	0.00%
Franchise Tax	$92,735	$181,418	$95,000	$95,000	0.00%
Sales Tax	$2,457,098	$2,850,407	$2,830,000	$3,220,000	13.78%
Mixed Beverage Tax	$26,286	$26,393	$27,000	$27,000	0.00%
Vendor/Beverage Permits	$2,395	$2,085	$2,500	$2,500	0.00%
Building Permits/MEP	$331,972	$461,526	$485,000	$606,250	25.00%
Grant Revenue DWI Step	-	$1,481	-	-	-
Leose Funds - PD	$1,070	$3,051	$1,050	$1,050	0.00%
OMNI	$1,041	-	-	-	-
Fines	$285,560	$219,765	$216,260	$216,260	0.00%
MC-Child Safety Fees	$50	-	-	-	-
Judicial Efficiency	$84	-	-	-	-
Wrecker Service Fees	-	-	$250	$250	0.00%
Sign Fees	$3,300	$3,350	$3,000	$3,000	0.00%
Plats, Zoning, Misc.	$2,720	$12,499	$6,000	$6,000	0.00%
Culverts	$1,950	$127	$1,000	$1,000	0.00%
Credit Card Fees	-	$4,492	$2,000	$5,000	150.00%
Collection Fees	$17,145	-	-	-	-
Community Building Rental	$15,225	$12,875	$10,000	$10,000	0.00%
Interest Income	$1,454	$10,169	$2,000	$65,000	3,150.00%
Interest Income - Inv	$106,082	$147,990	$80,000	$80,000	0.00%
Shop with a Cop	$3,099	$6,338	-	-	-
Transfers In - Capital Projects	$25,134	-	-	-	-
Transfers In - MEDC	$55,000	$275,000	$187,354	$206,916	10.44%
Unanticipated Income	$6,097	$45,171	$20,000	$20,000	0.00%

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Budgeted (% Change)
Sales Tax ILO AdVal Tax	$1,228,543	$1,425,203	$1,415,000	$1,610,000	13.78%
Total Revenues	**$5,989,862**	**$7,140,606**	**$6,956,152**	**$8,159,615**	**17.30%**

Expenditures - General Fund

Expenditures by Department

FY26 Expenditures by Department



Administration	**$3,115,659**	40.21%
Police	**$2,645,728**	34.15%
Public Works	**$1,611,903**	20.80%
Court	**$374,842**	4.84%

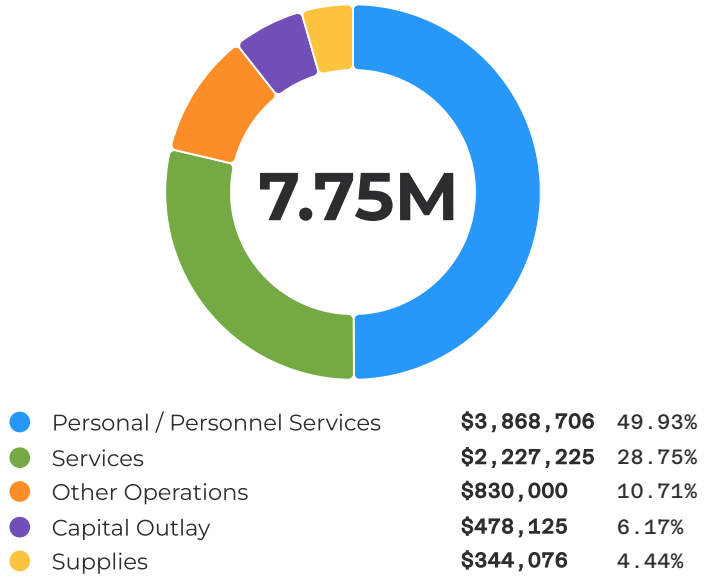
Expenditures by Department

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Administration	$1,583,344	$2,008,067	$2,555,796	$3,115,659	21.91%
Police	$1,938,356	$2,383,464	$2,707,372	$2,645,728	-2.28%
Public Works	$1,040,837	$929,681	$1,184,540	$1,611,903	36.08%
Court	$414,210	$301,613	$337,043	$374,842	11.21%
Total Expenditures	**$4,976,748**	**$5,622,826**	**$6,784,751**	**$7,748,132**	**14.20%**

Expenditures by Object

Expenditures by Object Summary

FY26 Expenditures by Object Summary



Expenditures by Object Summary

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Personal / Personnel Services	$2,653,258	$2,970,236	$3,465,302	$3,868,706	11.64%
Services	$1,402,613	$1,570,618	$1,851,995	$2,227,225	20.26%
Supplies	$278,602	$319,321	$364,803	$344,076	-5.68%
Other Operations	$439,009	$457,957	$650,000	$830,000	27.69%
Capital Outlay	$203,266	$304,693	$452,651	$478,125	5.63%
Total Expenditures	**$4,976,748**	**$5,622,826**	**$6,784,751**	**$7,748,132**	**14.20%**

Administration

Expenditures by Department

Expenditures by Department

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Administration	$1,583,344	$2,008,067	$2,555,796	$3,115,659	21.91%
Total Expenditures	**$1,583,344**	**$2,008,067**	**$2,555,796**	**$3,115,659**	**21.91%**

Expenditures by Object Summary

FY26 Expenditures by Object Summary



Services	**$1,172,275**	37.63%
Personal / Personnel Services	**$1,009,314**	32.39%
Other Operations	**$830,000**	26.64%
Supplies	**$75,570**	2.43%
Capital Outlay	**$28,500**	0.91%

Expenditures by Object Summary

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Personal / Personnel Services	$632,308	$734,465	$884,840	$1,009,314	14.07%
Services	$547,903	$760,143	$948,800	$1,172,275	23.55%
Supplies	$54,794	$55,022	$71,156	$75,570	6.20%
Other Operations	$334,946	$457,759	$650,000	$830,000	27.69%
Capital Outlay	$13,394	$679	$1,000	$28,500	2,750.00%
Total Expenditures	**$1,583,344**	**$2,008,067**	**$2,555,796**	**$3,115,659**	**21.91%**

Expenditures by Object

Expenditures by Object

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Wages	$481,954	$567,994	$664,622	$739,550	11.27%
Overtime	$1,388	$224	$697	$5,000	617.36%
Payroll Taxes	$35,693	$38,708	$53,120	$61,404	15.59%
Health Insurance	$54,671	$68,122	$91,258	$109,355	19.83%
Dental & Vision Insurance	$3,846	-	-	-	-
Unemployment Insurance	$59	$790	$790	$475	-39.87%
Workers Comp	$2,913	$2,008	$1,805	$2,010	11.36%
Retirement Expense	$50,885	$55,901	$71,828	$91,520	27.42%
Employee Assistance Program	$900	$719	$720	-	-100.00%
Legal Fees	$82,863	$156,706	$100,000	$300,000	200.00%
Audit Fees	$30,751	$31,395	$36,000	$36,000	0.00%
Accounting Fees	$1,035	-	-	-	-
City Hall Cleaning	$799	-	-	-	-
Copier/Fax Machine	$667	$1,558	$11,000	$12,250	11.36%
Right to use Principal	$10,114	$10,523	-	-	-
Right to use Interest	$333	$347	-	-	-
Leases - Parks and Recreation	$7,884	$4,338	-	-	-
Telephone	$6,186	$7,676	$8,250	$8,250	0.00%
Advertising/Promotion	-	$959	$2,000	$2,000	0.00%
Legal Notices & Publications	$8,230	$14,214	$12,000	$12,000	0.00%
Recording Fees	$71	$2,000	$3,000	$3,000	0.00%
Codification	$1,903	$2,750	$5,000	$5,000	0.00%
Records Mgt/Retention	$4,873	$2,112	$1,500	$39,700	2,546.67%
Records Requests FOIA Program	$5,205	$6,237	$6,300	$7,000	11.11%
General Consultant Fees	$58,300	$172,917	$235,000	$94,625	-59.73%
Sales Tax Tracking	$16,800	-	-	-	-
Records Shredding	$741	$632	$1,000	$2,000	100.00%
Inspections/Permits	$227,719	$260,132	$364,000	$444,000	21.98%
Tax Assessor Fees	$13,664	$17,677	$20,000	$22,600	13.00%
Election	$25,073	-	$60,000	$40,000	-33.33%
Support Staff	-	$458	-	-	-
Computer Technology	$35,299	$56,714	$51,750	$103,850	100.68%
Computer Website Services	$2,284	-	-	-	-
Audio Visual Services	-	-	-	$8,000	-
Software Upgrades	$7,109	$9,492	$30,000	$30,000	0.00%
Medical Exams & Testing	-	$1,305	$2,000	$2,000	0.00%
Operating Supplies	-	$2,248	$2,500	$2,500	0.00%
Printing & Office supplies	$6,750	$3,212	$4,500	$4,500	0.00%
Postage	$1,885	$1,873	$3,500	$3,500	0.00%
Travel & Training	$7,539	$9,887	$20,000	$20,000	0.00%
Travel & Training - Council	$3,768	$1,780	$2,500	$2,500	0.00%

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Community Relations	$1,023	$1,288	$5,000	$6,500	30.00%
Dues & Subscriptions	$3,045	$4,725	$4,000	$4,000	0.00%
Vendor Subscriptions	$1,737	$299	-	-	-
Insurance - Liability	$6,704	$1,855	$1,948	$3,170	62.73%
Insurance - Property	$5,808	$2,579	$2,708	$3,400	25.55%
Insurance - Bond	$255	$425	$500	$500	0.00%
Employee Appreciation	$7,820	$4,099	$5,000	$6,000	20.00%
Misc Expenses - Other	$8,460	$778	$1,000	$1,000	0.00%
CC Merchant Fees	-	$19,975	$18,000	$18,000	0.00%
380 Sales Tax Rebate	$165,742	$175,884	$490,000	$710,000	44.90%
380 Ad Valorem Tax Rebate	$143,104	$281,875	$160,000	$120,000	-25.00%
Captial Proj Trans Infra 24013	$26,100	-	-	-	-
CO - Furniture	-	$679	$1,000	$1,000	0.00%
CO - Computers Equipment	-	-	-	$27,500	-
CO - Laserfische Software	$13,394	-	-	-	-
Total Expenditures	**$1,583,344**	**$2,008,067**	**$2,555,796**	**$3,115,659**	**21.91%**

Police

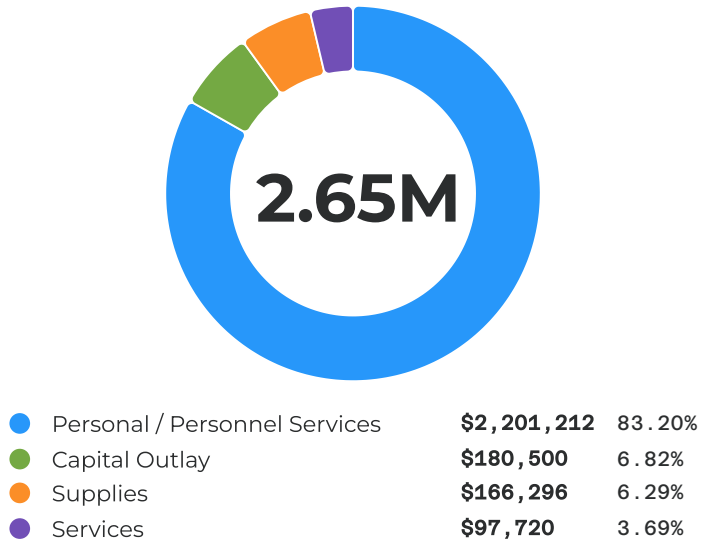
Expenditures by Department

Expenditures by Department

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Police	$1,938,356	$2,383,464	$2,707,372	$2,645,728	-2.28%
Total Expenditures	**$1,938,356**	**$2,383,464**	**$2,707,372**	**$2,645,728**	**-2.28%**

Expenditures by Object Summary

FY26 Expenditures by Object Summary



Personal / Personnel Services	**$2,201,212**	83.20%
Capital Outlay	**$180,500**	6.82%
Supplies	**$166,296**	6.29%
Services	**$97,720**	3.69%

Expenditures by Object Summary

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Personal / Personnel Services	$1,557,460	$1,784,452	$2,012,515	$2,201,212	9.38%
Services	$116,766	$130,286	$135,720	$97,720	-28.00%
Supplies	$172,557	$200,633	$203,486	$166,296	-18.28%
Capital Outlay	$91,574	$268,094	$355,651	$180,500	-49.25%
Total Expenditures	**$1,938,356**	**$2,383,464**	**$2,707,372**	**$2,645,728**	**-2.28%**

Expenditures by Object

Expenditures by Object

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Wages	$1,127,306	$1,273,664	$1,407,127	$1,541,361	9.54%
Overtime	$49,670	$48,393	$60,000	$60,000	0.00%

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Payroll Taxes	$87,033	$93,370	$113,461	$123,790	9.10%
Health Insurance	$117,385	$181,871	$221,356	$231,559	4.61%
Dental & Vision Insurance	$11,794	-	-	-	-
Unemployment Insurance	$177	$2,114	$2,106	$1,200	-43.02%
Workers Comp	$40,099	$52,630	$47,666	$46,533	-2.38%
Retirement Expense	$123,095	$130,160	$158,549	$196,769	24.11%
Employee Assistance Program	$900	$2,250	$2,250	-	-100.00%
Auto Repairs	$40,337	$52,720	$35,000	-	-100.00%
Equipment repairs	$4,702	$1,294	$5,000	$5,000	0.00%
Copier/Fax Machine	$355	$473	$6,000	$6,000	0.00%
Right to use Principal	$5,384	$5,402	-	-	-
Right to use Interest	$177	$178	-	-	-
Telephone	$8,788	$11,691	$12,720	$12,720	0.00%
Legal Notices & Publications	$306	-	-	-	-
Records Mgt/Retention	-	-	$500	$500	0.00%
Records Shredding	$338	$346	-	-	-
Mobil Data Terminal	$9,250	$10,123	$14,000	$20,000	42.86%
Computer Technology	$39,153	$40,064	$51,500	$51,500	0.00%
Computer Website Services	$3,309	-	-	-	-
Code Enforcement	-	$2,500	$2,500	-	-100.00%
Medical Exams & Testing	-	$2,435	$2,000	$2,000	0.00%
Radio Fees	$4,665	$3,060	$6,500	-	-100.00%
Operating Supplies	$7,760	$4,698	$6,000	$8,000	33.33%
Printing & Office supplies	$4,266	$3,426	$4,000	$4,000	0.00%
Postage	$612	$170	$500	$500	0.00%
Uniforms & Safety Equip	$9,726	$10,152	$10,000	-	-100.00%
Protective Gear	$5,221	$8,373	$10,000	-	-100.00%
Emergency Equipment	$17,569	$22,506	$16,500	-	-100.00%
Tools	$260	$34	$500	-	-100.00%
Fuel	$42,930	$64,862	$65,000	$65,000	0.00%
Radios	$18,346	$2,021	$15,000	$10,000	-33.33%
Travel & Training	$21,395	$32,296	$25,000	-	-100.00%
Community Relations	$12,725	$14,406	$6,500	$14,500	123.08%
Dues & Subscriptions	$2,338	$2,013	$2,500	-	-100.00%
Vendor Subscriptions	$561	-	-	-	-
Insurance - Liability	$21,611	$25,355	$27,954	$47,390	69.53%
Insurance - Property	$7,237	$10,006	$11,032	$13,906	26.05%
Employee Appreciation	-	-	$3,000	$3,000	0.00%
Misc Expenses - Other	-	$315	-	-	-
CO - Furniture	$1,845	$475	$2,000	$2,000	0.00%
CO - Police Cars	-	$120,101	$93,351	$100,000	7.12%
CO - Emergency Lights, Decals	$7,895	$2,915	$20,000	$15,000	-25.00%
CO - Computers Equipment	$19,862	$7,833	$27,000	$12,000	-55.56%
CO - Radar	$7,177	$2,435	$8,000	$8,000	0.00%
CO - Ballistic Vests & Shields	$12,449	$2,433	$8,500	$8,500	0.00%

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
CO - Patrol Weapons	$13,325	$40,155	$26,000	$20,000	-23.08%
CO - Traffic Equipment	-	$25,000	$25,000	-	-100.00%
CO - Investigate & Testing Equipment	$12,748	$13,208	$12,000	-	-100.00%
CO - Heavey Equipment Upkeep	$8,890	$23,982	$11,800	-	-100.00%
CO - Vehicle Replacement - CPF 24011	-	-	$15,000	$15,000	0.00%
CO - Tyler Public Safety	$7,382	$29,558	$107,000	-	-100.00%
Total Expenditures	**$1,938,356**	**$2,383,464**	**$2,707,372**	**$2,645,728**	**-2.28%**

Public Works

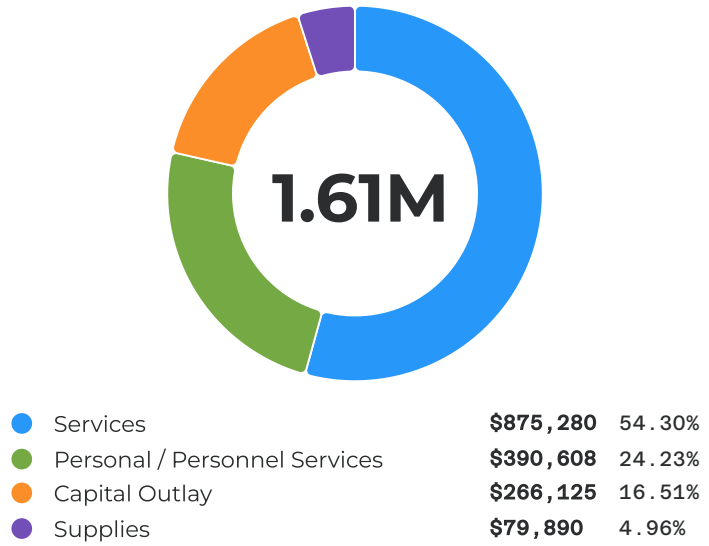
Expenditures by Department

Expenditures by Department

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Public Works	$1,040,837	$929,681	$1,184,540	$1,611,903	36.08%
Total Expenditures	**$1,040,837**	**$929,681**	**$1,184,540**	**$1,611,903**	**36.08%**

Expenditures by Object Summary

FY26 Expenditures by Object Summary



Expenditures by Object Summary

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Personal / Personnel Services	$232,653	$227,730	$320,160	$390,608	22.00%
Services	$668,434	$614,600	$696,675	$875,280	25.64%
Supplies	$41,452	$51,431	$74,705	$79,890	6.94%
Capital Outlay	$98,298	$35,920	$93,000	$266,125	186.16%
Total Expenditures	**$1,040,837**	**$929,681**	**$1,184,540**	**$1,611,903**	**36.08%**

Expenditures by Object

Expenditures by Object

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Wages	$162,078	$164,828	$225,161	$279,716	24.23%
Overtime	$3,955	$4,313	$5,500	$5,500	0.00%

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Payroll Taxes	$13,574	$12,285	$17,832	$22,044	23.62%
Health Insurance	$25,116	$26,111	$41,792	$45,067	7.84%
Dental & Vision Insurance	$2,319	-	-	-	-
Unemployment Insurance	$63	$593	$878	$500	-43.05%
Workers Comp	$8,327	$5,005	$6,713	$8,338	24.21%
Retirement Expense	$16,322	$14,221	$21,909	$29,443	34.39%
Employee Assistance Program	$900	$375	$375	-	-100.00%
Engineering	$142,225	$243,255	$110,000	$233,000	111.82%
Auto Repairs	$8,617	$5,859	$6,000	$6,000	0.00%
Bldg Repairs-City Hall	$8,796	$12,908	$26,000	$18,000	-30.77%
Bldg Repairs - Comm Center	$14,684	$12,329	$5,000	$5,000	0.00%
Bldg Repairs - 213 Prairie	$25,134	$19,824	-	-	-
City Hall Cleaning	$12,444	$12,410	$13,000	$13,000	0.00%
General Park Maintenance	-	-	-	$100,000	-
Park Maint - Memory Pk	$19,109	$16,744	$10,000	-	-100.00%
Park Maint - Fernland	$51,979	$12,711	$10,000	-	-100.00%
Park Maint - Cedar Brake Park	$10,867	$7,916	$10,000	-	-100.00%
Park Maint - Homecoming Park	$6,625	$3,148	$10,000	-	-100.00%
Mowing	$113,271	$131,505	$140,000	$140,000	0.00%
Downtown Repairs	$618	$1,684	$2,000	$2,000	0.00%
Vehicles & Equipment - Maint	$2,768	$4,610	$3,500	$4,000	14.29%
Equipment repairs	$4,798	$24,686	$4,000	$4,000	0.00%
Streets - Contract Labor	$157,811	$10,350	$250,000	$250,000	0.00%
Mosquito Spraying	$4,684	$7,257	$6,500	$6,500	0.00%
Right to use Principal	$1,780	-	-	-	-
Right to use Interest	$59	-	-	-	-
Telephone	$7,852	$8,031	$9,000	$9,000	0.00%
Utilities - Street Lights	$13,951	$13,704	$15,500	$15,500	0.00%
Utilities - Downtown Utilities	$1,311	$1,356	$1,500	$1,500	0.00%
Utilities - Cedar Brake Park	$1,961	$1,915	$2,200	$2,200	0.00%
Utilities - Homecoming Park	$1,240	$1,055	$1,200	$1,200	0.00%
Utilities - Fernland Park	$5,779	$5,263	$6,000	$6,000	0.00%
Utilities - City Hall	$14,641	$13,190	$14,300	$14,300	0.00%
Utilities - Community Center Building	$6,335	$6,469	$6,500	$6,800	4.62%
Utilities - Memory Park	$9,329	$10,896	$9,000	$10,500	16.67%
Utilities - 213 Prairie	$1,792	$1,808	$1,885	$1,885	0.00%
Utilities - Electronic Sign-City	$839	$870	$1,590	$1,590	0.00%
Advertising/Promotion	$344	-	-	-	-
Computer Technology	$16,311	$22,847	$22,000	$23,305	5.93%
Computer Website Services	$480	-	-	-	-
Operating Supplies	$4,869	$3,409	$8,000	$8,000	0.00%

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Printing & Office supplies	$1,403	$1,233	$1,600	$1,600	0.00%
Postage	$49	-	$750	$750	0.00%
Uniforms & Safety Equip	$2,848	$3,458	$4,700	$5,000	6.38%
Tools	$3,973	$3,738	$3,300	$3,600	9.09%
Fuel	$12,507	$11,025	$14,000	$14,000	0.00%
Cedar Break Park - S&E	$592	$1,017	$2,000	$2,000	0.00%
Homecoming Park - S&E	$509	$771	$2,000	$2,000	0.00%
Fernland Park -S&E	$879	$2,282	$2,000	$2,000	0.00%
Memory Park - S&E	$443	$744	$2,000	$2,000	0.00%
Community Building - S&E	$223	$89	$2,000	$2,000	0.00%
Street Repairs - Minor	$1,289	$8,006	$10,000	$10,000	0.00%
Streets-Preventive Maintenance	-	$460	-	-	-
Streets & Drainage - S&E	-	$473	$2,000	$2,000	0.00%
Culverts	$1,990	$180	$1,000	$1,000	0.00%
Street Signs	$2,026	$3,083	$3,300	$3,300	0.00%
Travel & Training	$2,746	$4,498	$5,500	$5,500	0.00%
Community Relations	-	-	$1,000	$1,000	0.00%
Dues & Subscriptions	$2,432	$733	$2,000	$2,000	0.00%
Vendor Subscriptions	$561	-	-	-	-
Insurance - Liability	$2,729	$4,694	$5,027	$9,040	79.83%
Insurance - Property	$1,449	$1,427	$1,528	$2,100	37.43%
Misc Expenses - Other	-$2,064	$111	$1,000	$1,000	0.00%
CO - General Improvements	$67,772	$4,500	$20,000	$20,000	0.00%
CO - Drainage Improvements	$2,475	-	$10,000	$10,000	0.00%
CO - Park Improvements	-	$27,900	$40,000	$200,000	400.00%
CO - Computers Equipment	$3,236	-	-	$2,000	-
CO - Public Works Items	$24,815	$3,519	$23,000	$34,125	48.37%
Total Expenditures	**$1,040,837**	**$929,681**	**$1,184,540**	**$1,611,903**	**36.08%**

Court

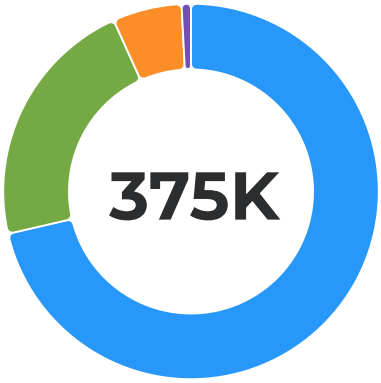
Expenditures by Department

Expenditures by Department

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Court	$414,210	$301,613	$337,043	$374,842	11.21%
Total Expenditures	**$414,210**	**$301,613**	**$337,043**	**$374,842**	**11.21%**

Expenditures by Object Summary

FY26 Expenditures by Object Summary



Personal / Personnel Services	**$267,572**	71.38%
Services	**$81,950**	21.86%
Supplies	**$22,320**	5.95%
Capital Outlay	**$3,000**	0.80%

Expenditures by Object Summary

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Personal / Personnel Services	$230,837	$223,590	$247,787	$267,572	7.98%
Services	$69,511	$65,590	$70,800	$81,950	15.75%
Supplies	$9,800	$12,236	$15,456	$22,320	44.41%
Other Operations	$104,063	$198	-	-	-
Capital Outlay	-	-	$3,000	$3,000	0.00%
Total Expenditures	**$414,210**	**$301,613**	**$337,043**	**$374,842**	**11.21%**

Expenditures by Object

Expenditures by Object

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Wages	$165,637	$162,833	$176,058	$188,775	7.22%
Overtime	$2,258	$1,472	$2,400	$2,800	16.67%
Payroll Taxes	$12,495	$11,565	$13,786	$14,801	7.36%
Health Insurance	$27,963	$29,680	$35,075	$36,867	5.11%
Dental & Vision Insurance	$2,099	-	-	-	-
Unemployment Insurance	$36	$805	$351	$189	-46.15%
Workers Comp	$1,703	$668	$478	$613	28.24%
Retirement Expense	$17,746	$16,192	$19,264	$23,527	22.13%
Employee Assistance Program	$900	$375	$375	-	-100.00%
Judge's Fee	$12,000	$12,000	$12,000	$18,000	50.00%
Prosecutors Fees	$9,450	$11,700	$10,000	$12,000	20.00%
Copier/Fax Machine	$600	$476	$11,500	$14,000	21.74%
Right to use Principal	$9,103	$9,497	-	-	-
Right to use Interest	$300	$313	-	-	-
Telephone	$664	$3,767	$5,350	$5,000	-6.54%
Records Mgt/Retention	-	$1,512	$1,600	$1,600	0.00%
General Consultant Fees	$4,278	$1,410	-	$1,000	-
Records Shredding	-	$286	$350	$350	0.00%
Computer Technology	$16,509	$23,544	$30,000	$30,000	0.00%
Computer Website Services	$480	-	-	-	-
Collection Agency	$16,126	$1,086	-	-	-
Operating Supplies	$647	$1,593	$2,500	$2,500	0.00%
Printing & Office supplies	$842	$1,303	$1,400	$5,000	257.14%
Postage	$4,275	$3,516	$3,500	$4,500	28.57%
Uniforms & Safety Equip	-	-	$100	$300	200.00%
Travel & Training	$2,443	$662	$2,000	$2,000	0.00%
Community Relations	-	-	$400	$400	0.00%
Dues & Subscriptions	$354	$240	$300	$300	0.00%
Insurance - Liability	$388	$1,855	$1,948	$3,170	62.73%
Insurance - Property	$363	$2,579	$2,708	$3,400	25.55%
Crime Insurance	$489	$489	$500	$650	30.00%
Misc Expenses - Other	-	-	$100	$100	0.00%
Omni Expense	$912	$198	-	-	-
State Portion of Fines/Payouts	$103,151	-	-	-	-
CO - Furniture	-	-	$3,000	$3,000	0.00%
Total Expenditures	**$414,210**	**$301,613**	**$337,043**	**$374,842**	**11.21%**

Water & Sewer

Comprehensive Fund Summary

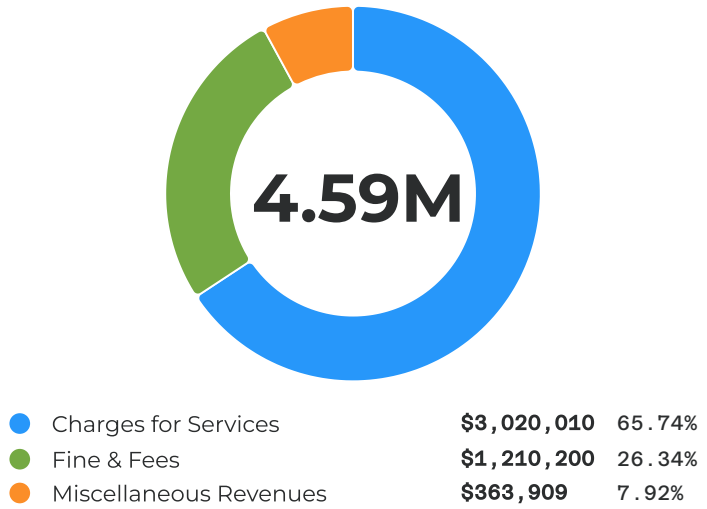
Comprehensive Fund Summary

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Revenues					
Taxes	$19,172	-	-	-	-
Fine & Fees	$29,343	$762,289	$1,204,700	$1,210,200	0.46%
Charges for Services	$2,935,443	$2,897,996	$2,804,860	$3,020,010	7.67%
Miscellaneous Revenues	$1,421,508	$101,928	$277,193	$363,909	31.28%
Total Revenues	**$4,405,466**	**$3,762,213**	**$4,286,753**	**$4,594,119**	**7.17%**
Expenditures					
Personal / Personnel Services	$503,906	$543,570	$667,266	$757,810	13.57%
Services	$1,462,258	$1,786,960	$1,458,070	$1,678,545	15.12%
Supplies	$668,253	$284,908	$282,318	$370,340	31.18%
Other Operations	$1,278,266	$1,202,135	$1,856,099	$1,753,299	-5.54%
Capital Outlay	-	$3,589	$23,000	$34,125	48.37%
Total Expenditures	**$3,912,683**	**$3,821,162**	**$4,286,753**	**$4,594,119**	**7.17%**
Total Revenues Less Expenditures	**$492,783**	**-$58,949**	-	-	-

Revenues by Fund

Revenues by Revenue Source

FY26 Revenues by Revenue Source



Revenues by Revenue Source

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Taxes	$19,172	-	-	-	-
Fine & Fees	$29,343	$762,289	$1,204,700	$1,210,200	0.46%
Charges for Services	$2,935,443	$2,897,996	$2,804,860	$3,020,010	7.67%
Miscellaneous Revenues	$1,421,508	$101,928	$277,193	$363,909	31.28%
Total Revenues	**$4,405,466**	**$3,762,213**	**$4,286,753**	**$4,594,119**	**7.17%**

Revenues by Object

Revenues by Object

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Budgeted (% Change)
Sales Tax Revenue for Solid Waste	$19,172	-	-	-	-
Late Charges	$14,137	$17,029	$18,200	$18,200	0.00%
Meter Box Replacement	$1,260	$540	$1,500	$1,500	0.00%
Returned Check Fee	$408	$1,430	$500	$500	0.00%
EndPoint Charge	$2,155	$340	$500	$500	0.00%
Impact Fees - Capital Cost	-	$681,666	$1,170,000	$1,170,000	0.00%
Credit Card Fees	$6,084	$50,159	$10,000	$12,000	20.00%
Disconnect Reconnect	$5,300	$11,125	$4,000	$7,500	87.50%
Water Revenue	$976,353	$895,437	$916,000	$1,007,600	10.00%
Tap Fees/Inspections	$500,502	$588,962	$450,000	$450,000	0.00%
Backflow Testing	-	-	$1,000	$1,000	0.00%
Sewer Revenue	$905,218	$841,741	$887,000	$931,350	5.00%
Solid Waste Revenue	$233,790	$275,613	$285,300	$307,860	7.91%
Grease Trap Inspections	$29,965	$41,044	$35,000	$35,000	0.00%
Application Fee	$7,293	$6,718	$6,000	$7,000	16.67%
Utility Contracts	$3,177	-$3,022	$2,000	$2,000	0.00%
Lone Star Ground Water Revenue	$11,366	$10,236	$9,360	$11,700	25.00%
Groundwater Reduction Revenue	$267,780	$241,268	$213,200	$266,500	25.00%
Interest Income	$1,113	$2,753	$1,000	$12,000	1,100.00%
Interest Income - Inv	$87,245	$99,175	$80,000	$70,000	-12.50%
Transfers In - Capital Projects	$1,333,149	-	-	-	-
Use of Surplus Funds	-	-	$196,193	$281,909	43.69%
Total Revenues	**$4,405,466**	**$3,762,213**	**$4,286,753**	**$4,594,119**	**7.17%**

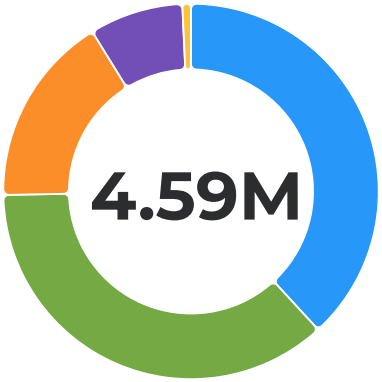
Expenditures by Fund

Expenditures by Fund

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Water & Sewer	$3,912,683	$3,821,162	$4,286,753	$4,594,119	7.17%
Total Expenditures	**$3,912,683**	**$3,821,162**	**$4,286,753**	**$4,594,119**	**7.17%**

Expenditures by Object Summary

FY26 Expenditures by Object Summary



Other Operations	**$1,753,299**	38.16%
Services	**$1,678,545**	36.54%
Personal / Personnel Services	**$757,810**	16.50%
Supplies	**$370,340**	8.06%
Capital Outlay	**$34,125**	0.74%

Expenditures by Object Summary

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Personal / Personnel Services	$503,906	$543,570	$667,266	$757,810	13.57%
Services	$1,462,258	$1,786,960	$1,458,070	$1,678,545	15.12%
Supplies	$668,253	$284,908	$282,318	$370,340	31.18%
Other Operations	$1,278,266	$1,202,135	$1,856,099	$1,753,299	-5.54%
Capital Outlay	-	$3,589	$23,000	$34,125	48.37%
Total Expenditures	**$3,912,683**	**$3,821,162**	**$4,286,753**	**$4,594,119**	**7.17%**

Expenditures by Object

Expenditures by Object

Category	Account ID	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Wages		$363,755	$391,325	$468,671	$537,653	14.72%

Category	Account ID	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Overtime		$3,369	$4,333	$5,500	$5,500	0.00%
Payroll Taxes		$25,760	$27,254	$36,646	$41,965	14.51%
Health Insurance		$55,714	$71,178	$92,777	$92,169	-0.66%
Dental & Vision Insurance		$4,244	-	-	-	-
Unemployment Insurance		$63	$494	$790	$500	-36.71%
Workers Comp		$8,331	$9,353	$10,892	$13,318	22.27%
Retirement Expense		$36,593	$38,852	$51,208	$66,705	30.26%
Employee Assistance Program		$400	$781	$782	-	-100.00%
OPEB Expense		$807	-	-	-	-
TMRS OPEB Expense		$4,871	-	-	-	-
Engineering		$173,565	$233,651	$110,000	$225,000	104.55%
Repairs & Maintenance		$322,722	$631,895	$325,000	$375,000	15.38%
Backflow Testing		-	-	$2,000	$2,000	0.00%
Operator		$103,895	$59,690	$52,500	$57,750	10.00%
Vehicles & Equipment - Maint		$1,923	$4,600	$3,500	$4,000	14.29%
Equipment repairs		$180,656	$60,805	$224,000	$250,000	11.61%
Copier/Fax Machine		$1,956	$252	$3,000	$3,000	0.00%
Right to use Principal		-	$1,568	-	-	-
Right to use Interest		-	$52	-	-	-
Telephone		$10,291	$12,657	$14,750	$14,750	0.00%
Utilities - Water Plants		$102,879	$94,119	$110,000	$110,000	0.00%
Utilities - WWTP		$60,151	$74,281	$80,000	$80,000	0.00%
Utilities - Lift Stations		$19,286	$19,889	$24,200	$24,200	0.00%
Gas For Generators		$1,751	$920	$1,320	$1,320	0.00%
Advertising/Promotion		$520	-	$1,500	$1,500	0.00%
General Consultant Fees		$215	-	-	-	-
Testing		$10,839	$26,693	$15,000	$20,000	33.33%
Billing & Collections		$30,226	$33,620	$35,000	$40,000	14.29%
Sludge Hauling		$55,138	$58,338	$75,000	$50,000	-33.33%
Tap Fees & Inspections		$111,054	$200,895	$75,000	$100,000	33.33%
Garbage Pickup		$254,801	$250,206	$282,300	$293,200	3.86%
Computer Technology		$20,392	$22,829	$24,000	$26,825	11.77%
Operating Supplies		$62,253	$70,422	$80,000	$120,000	50.00%
Supplies & Equipment		$1,274	$182	$1,500	$1,500	0.00%
Printing & Office supplies		-	$138	$1,200	$1,200	0.00%
Postage		$1,111	$729	$1,500	$1,500	0.00%
Uniforms & Safety Equip		$2,848	$3,132	$4,700	$4,700	0.00%
Fuel		$12,507	$11,025	$14,000	$14,000	0.00%
Chemicals		$61,301	$59,855	$50,000	$75,000	50.00%
Travel & Training		$5,171	$5,370	$5,500	$5,500	0.00%
Dues & Subscriptions		$1,503	$733	$2,000	$2,000	0.00%
Insurance - Liability		$3,775	$9,694	$4,978	$9,040	81.60%
Insurance - Property		$39,416	$45,677	$48,440	$60,250	24.38%

Category	Account ID	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Crime Insurance		$489	$489	$500	$650	30.00%
Employee Appreciation		$1,514	$1,928	$2,000	$2,000	0.00%
Misc Expenses - Other		-	-	$1,000	$1,000	0.00%
CC Merchant Fees		$20,334	$33,645	$35,000	$27,000	-22.86%
Operating Permits & Licenses		$25,452	$41,889	$30,000	$45,000	50.00%
Depreciation Expense		$429,305	-	-	-	-
Transfer to Caipial Projects		$803,526	-	-	-	-
Impact Fees Transfer to CPF		$30,238	$681,666	$1,170,000	$1,170,000	0.00%
Transfer to Debt Service		$424,540	$520,469	$686,099	$583,299	-14.98%
Sales Tax for Solid Waste		$19,963	-	-	-	-
CO - Water & Sewer Items		-	$3,589	$23,000	$34,125	48.37%
Total Expenditures		**$3,912,683**	**$3,821,162**	**$4,286,753**	**$4,594,119**	**7.17%**

MEDC

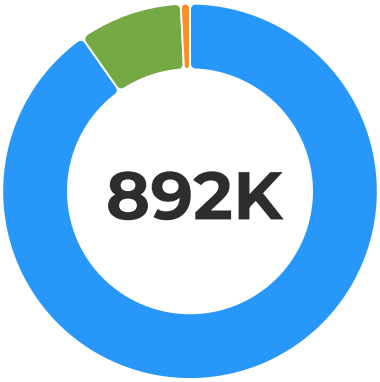
Comprehensive Fund Summary

Comprehensive Fund Summary

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Revenues					
Taxes	$1,228,543	$1,425,203	$865,000	$805,000	-6.94%
Charges for Services	$6,752	$7,176	$7,000	$7,000	0.00%
Miscellaneous Revenues	$86,320	$107,109	$80,000	$80,000	0.00%
Total Revenues	**$1,321,615**	**$1,539,489**	**$952,000**	**$892,000**	**-6.30%**
Expenditures					
Services	$2,778	$99,620	$258,564	$189,208	-26.82%
Supplies	$5,160	$5,200	$9,200	$7,700	-16.30%
Other Operations	$516,645	$693,648	$663,354	$398,916	-39.86%
Capital Outlay	$39,956	$25,958	-	$296,000	-
Total Expenditures	**$564,540**	**$824,425**	**$931,118**	**$891,824**	**-4.22%**
Total Revenues Less Expenditures	**$757,075**	**$715,064**	**$20,882**	**$176**	**-99.16%**

Revenues by Revenue Source

FY26 Revenues by Revenue Source



Taxes	**$805,000**	90.25%
Miscellaneous Revenues	**$80,000**	8.97%
Charges for Services	**$7,000**	0.78%

Revenues by Revenue Source

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Taxes	$1,228,543	$1,425,203	$865,000	$805,000	-6.94%

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Charges for Services	$6,752	$7,176	$7,000	$7,000	0.00%
Miscellaneous Revenues	$86,320	$107,109	$80,000	$80,000	0.00%
Total Revenues	**$1,321,615**	**$1,539,489**	**$952,000**	**$892,000**	**-6.30%**

Revenues by Object

Revenues by Object

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Budgeted (% Change)
Sales Tax	$1,228,543	$1,425,203	$865,000	$805,000	-6.94%
Events Revenue	$6,752	$7,176	$7,000	$7,000	0.00%
Interest Income	$86,320	$107,109	$80,000	$80,000	0.00%
Total Revenues	**$1,321,615**	**$1,539,489**	**$952,000**	**$892,000**	**-6.30%**

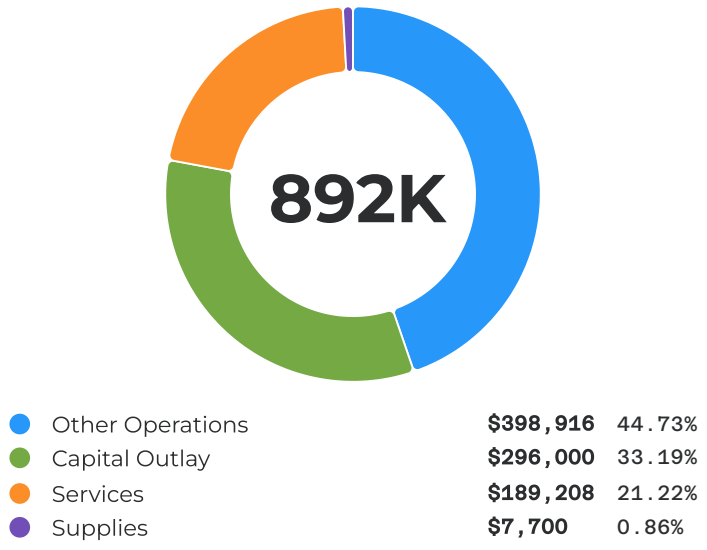
Expenditures by Fund

Expenditures by Fund

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
MEDC	$564,540	$824,425	$931,118	$891,824	-4.22%
Total Expenditures	**$564,540**	**$824,425**	**$931,118**	**$891,824**	**-4.22%**

Expenditures by Object Summary

FY26 Expenditures by Object Summary



Expenditures by Object Summary

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Services	$2,778	$99,620	$258,564	$189,208	-26.82%
Supplies	$5,160	$5,200	$9,200	$7,700	-16.30%
Other Operations	$516,645	$693,648	$663,354	$398,916	-39.86%
Capital Outlay	$39,956	$25,958	-	$296,000	-
Total Expenditures	**$564,540**	**$824,425**	**$931,118**	**$891,824**	**-4.22%**

Expenditures by Object

Expenditures by Object

Category	Account ID	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Legal Fees		-	$1,150	-	$10,000	-
Advertising/Promotion		$1,380	$693	$3,400	$20,000	488.24%
Legal Notices & Publications		-	-	-	$1,000	-
General Consultant Fees		-	$96,400	$254,164	$157,208	-38.15%
Computer Website Services		$1,223	$1,377	-	-	-
Historical Signage		-	-	$1,000	$1,000	0.00%
Blight Removal		$175	-	-	-	-
Brochures / Printed Lit		$980	$998	$1,500	-	-100.00%
Travel & Training		$3,985	$3,272	$6,000	$6,000	0.00%
Dues & Subscriptions		-	-	$1,200	$1,200	0.00%
Misc Expenses - Other		$195	$930	$500	$500	0.00%
380 Sales Tax Rebate		$153,708	$163,785	$180,000	$120,000	-33.33%
Econ Dev Grant Prog		-	$6,300	$20,000	$20,000	0.00%
Transfer Out - General Fund		$55,000	$275,000	$187,354	$206,916	10.44%
Trf to Gen Parks & Rec Salary		$34,008	-	-	-	-
Transfer to Caipial Projects		$200,000	$200,000	$200,000	-	-100.00%
Light up the Park		$73,546	$48,563	$76,000	$52,000	-31.58%
Equipment		$384	-	-	-	-
Downtown Dev. Imp.		$39,956	$25,958	-	$296,000	-
Total Expenditures		**$564,540**	**$824,425**	**$931,118**	**$891,824**	**-4.22%**

CCPD - Crime Control & Prevention District

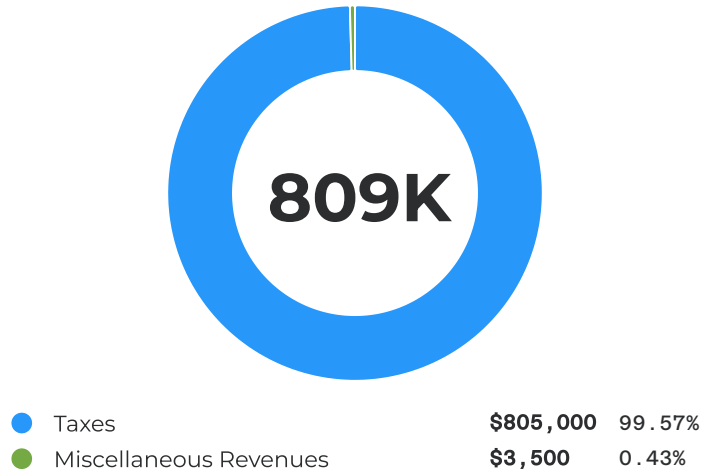
Comprehensive Fund Summary

Comprehensive Fund Summary

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Revenues					
Taxes	-	-	-	$805,000	-
Miscellaneous Revenues	-	-	-	$3,500	-
Total Revenues	**-**	**-**	**-**	**$808,500**	**-**
Expenditures					
Services	-	-	-	$215,600	-
Supplies	-	-	-	$317,107	-
Capital Outlay	-	-	-	$273,045	-
Total Expenditures	**-**	**-**	**-**	**$805,752**	**-**
Total Revenues Less Expenditures	**-**	**-**	**-**	**$2,748**	**-**

Revenues by Revenue Source

FY26 Revenues by Revenue Source



Revenues by Revenue Source

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Taxes	-	-	-	$805,000	-
Miscellaneous Revenues	-	-	-	$3,500	-
Total Revenues	**-**	**-**	**-**	**$808,500**	**-**

Expenditures by Fund

Expenditures by Fund

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
CCPD - Crime Control & Prevention District	-	-	-	$805,752	-
Total Expenditures	**-**	**-**	**-**	**$805,752**	**-**

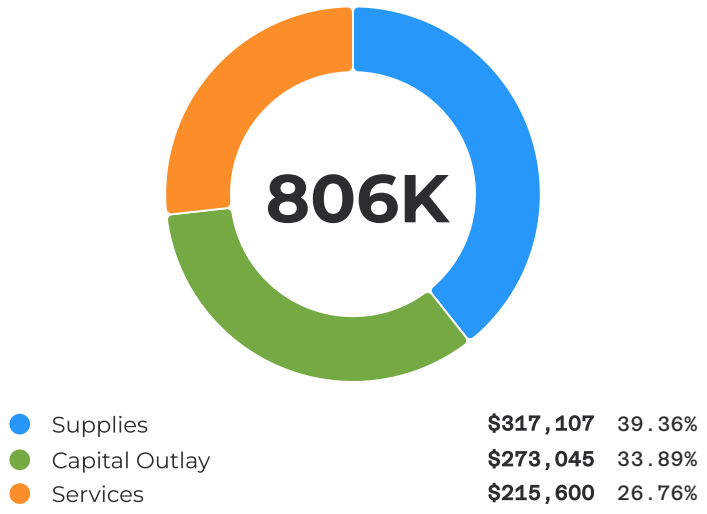
Expenditures by Department

Expenditures by Department

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
CCPD	-	-	-	$805,752	-
Total Expenditures	**-**	**-**	**-**	**$805,752**	**-**

Expenditures by Object Summary

FY26 Expenditures by Object Summary



Expenditures by Object Summary

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Services	-	-	-	$215,600	-
Supplies	-	-	-	$317,107	-
Capital Outlay	-	-	-	$273,045	-
Total Expenditures	**-**	**-**	**-**	**$805,752**	**-**

Expenditures by Object

Expenditures by Object

Category	Account ID	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Auto Repairs		-	-	-	$25,000	-
Computer Technology		-	-	-	$1,600	-
Code Enforcement		-	-	-	$2,500	-
Radio Fees		-	-	-	$6,500	-
Uniforms & Safety Equip		-	-	-	$10,000	-
Protective Gear		-	-	-	$10,000	-
Tools		-	-	-	$500	-
Radios		-	-	-	$126,146	-
Travel & Training		-	-	-	$37,634	-
Dues & Subscriptions		-	-	-	$2,500	-
CO - Police Cars		-	-	-	$120,000	-
CO - Patrol Weapons		-	-	-	$16,106	-
CO - Traffic Equipment		-	-	-	$42,500	-
CO - Investigate & Testing Equipment		-	-	-	$13,084	-
CO - Heavey Equipment Upkeep		-	-	-	$11,800	-
CO - Tyler Public Safety		-	-	-	$69,555	-
null (52345, 83132)		-	-	-	$310,327	-
Total Expenditures		**-**	**-**	**-**	**$805,752**	**-**

Debt Service

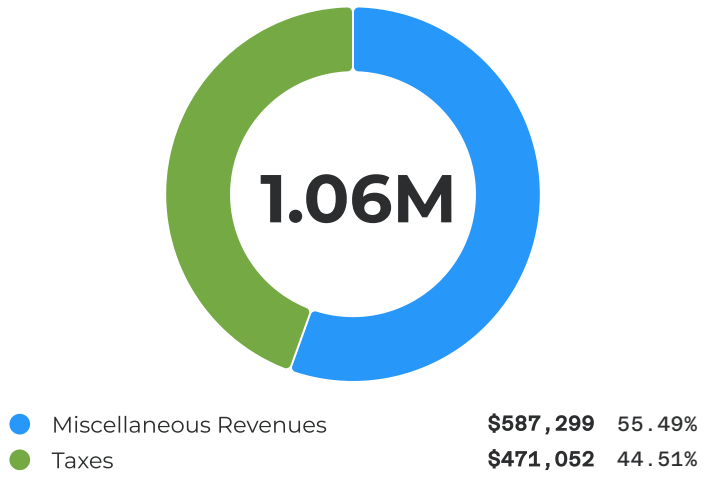
Comprehensive Fund Summary

Comprehensive Fund Summary

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Revenues					
Taxes	$473,414	$467,074	$481,750	$471,052	-2.22%
Miscellaneous Revenues	$426,995	$529,209	$685,999	$587,299	-14.39%
Other Financing Uses	-	$3,500,000	-	-	-
Total Revenues	**$900,409**	**$4,496,283**	**$1,167,749**	**$1,058,351**	**-9.37%**
Expenditures					
Other Operations	-	$3,500,000	-	-	-
Debt Service	$956,439	$990,804	$1,159,601	$1,057,897	-8.77%
Total Expenditures	**$956,439**	**$4,490,804**	**$1,159,601**	**$1,057,897**	**-8.77%**
Total Revenues Less Expenditures	**-$56,030**	**$5,479**	**$8,148**	**$454**	**-94.43%**

Revenues by Revenue Source

FY26 Revenues by Revenue Source



Revenues by Revenue Source

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Taxes	$473,414	$467,074	$481,750	$471,052	-2.22%
Miscellaneous Revenues	$426,995	$529,209	$685,999	$587,299	-14.39%
Other Financing Uses	-	$3,500,000	-	-	-

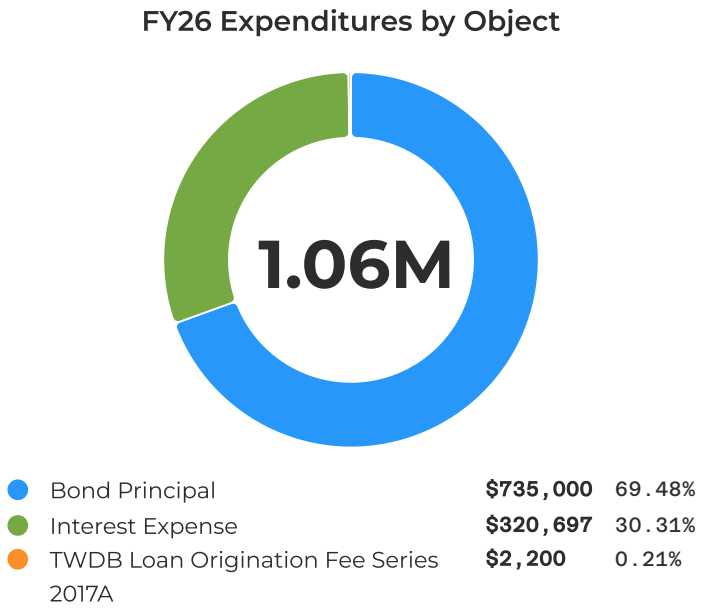
Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Total Revenues	**$900,409**	**$4,496,283**	**$1,167,749**	**$1,058,351**	**-9.37%**

Revenues by Object

Revenues by Object

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Budgeted (% Change)
Ad Valorem Taxes - Current	$468,602	$459,094	$475,750	$465,052	-2.25%
Ad Valorem Taxes - Delinquent	-	$3,995	$3,000	$3,000	0.00%
Penalty & Interest - Current	$4,812	$2,686	$2,000	$2,000	0.00%
Penalty & Interest - Delinquent	-	$1,300	$1,000	$1,000	0.00%
Interest Income	$695	$4,216	$1,000	$2,500	150.00%
Interest Income - Inv	$1,760	$885	$100	$1,500	1,400.00%
Transfers In - Water & Sewer Funds	$424,540	$520,469	$684,899	$583,299	-14.83%
Other Revenues	-	$3,639	-	-	-
Proceeds from sales	-	$3,500,000	-	-	-
Total Revenues	**$900,409**	**$4,496,283**	**$1,167,749**	**$1,058,351**	**-9.37%**

Expenditures by Object



Expenditures by Object

Category	Account ID	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Transfer Out		-	$3,500,000	-	-	-
Bond Principal		$700,000	$665,000	$805,000	$735,000	-8.70%
Interest Expense		$254,739	$324,024	$352,401	$320,697	-9.00%
TWDB Loan Origination Fee Series 2017A		$1,701	$1,780	$2,200	$2,200	0.00%
Total Expenditures		**$956,439**	**$4,490,804**	**$1,159,601**	**$1,057,897**	**-8.77%**

Montgomery PID

Comprehensive Fund Summary

Comprehensive Fund Summary

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Revenues					
Taxes	$40,807	$46,594	$46,595	$59,976	28.72%
Total Revenues	**$40,807**	**$46,594**	**$46,595**	**$59,976**	**28.72%**
Expenditures					
Other Operations	$40,582	$45,994	$45,995	$59,376	29.09%
Total Expenditures	**$40,582**	**$45,994**	**$45,995**	**$59,376**	**29.09%**
Total Revenues Less Expenditures	**$225**	**$600**	**$600**	**$600**	**0.00%**

Revenues by Revenue Source

Revenues by Revenue Source

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Taxes	$40,807	$46,594	$46,595	$59,976	28.72%
Total Revenues	**$40,807**	**$46,594**	**$46,595**	**$59,976**	**28.72%**

Revenues by Object

Revenues by Object

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Budgeted (% Change)
PID Tax Revenue	$40,807	$46,594	$46,595	$59,976	28.72%
Total Revenues	**$40,807**	**$46,594**	**$46,595**	**$59,976**	**28.72%**

Expenditures by Object

Expenditures by Object

Category	Account ID	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
PID Property Tax Reimb		$40,582	$45,994	$45,995	$59,376	29.09%
Total Expenditures		**$40,582**	**$45,994**	**$45,995**	**$59,376**	**29.09%**

Court Security

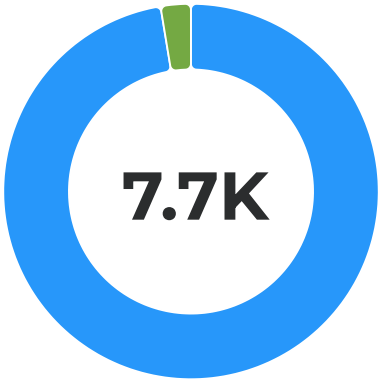
Comprehensive Fund Summary

Comprehensive Fund Summary

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Revenues					
Fine & Fees	$392	$7,651	$7,400	$7,500	1.35%
Miscellaneous Revenues	$5	$8	$5	$200	3,900.00%
Total Revenues	**$397**	**$7,659**	**$7,405**	**$7,700**	**3.98%**
Expenditures					
Services	$600	$300	$2,300	$1,700	-26.09%
Capital Outlay	-	-	-	$6,000	-
Total Expenditures	**$600**	**$300**	**$2,300**	**$7,700**	**234.78%**
Total Revenues Less Expenditures	**-$203**	**$7,359**	**$5,105**	**-**	**-100.00%**

Revenues by Revenue Source

FY26 Revenues by Revenue Source



Fine & Fees	**$7,500**	97.40%
Miscellaneous Revenues	**$200**	2.60%

Revenues by Revenue Source

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Fine & Fees	$392	$7,651	$7,400	$7,500	1.35%
Miscellaneous Revenues	$5	$8	$5	$200	3,900.00%
Total Revenues	**$397**	**$7,659**	**$7,405**	**$7,700**	**3.98%**

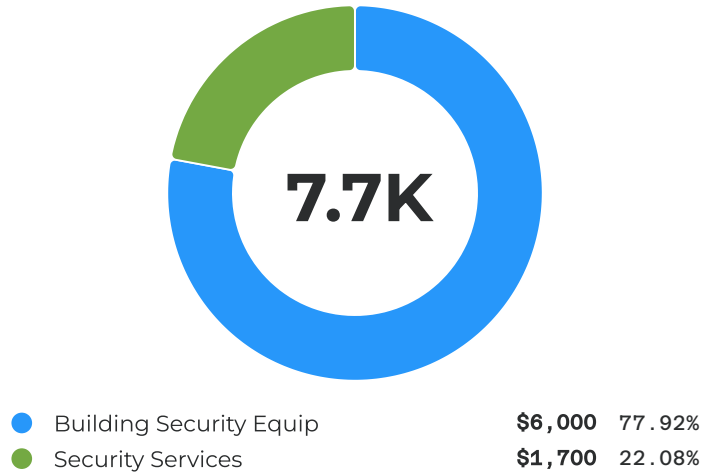
Revenues by Object

Revenues by Object

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Budgeted (% Change)
Court Security Fees	$392	$7,651	$7,400	$7,500	1.35%
Interest Income	$5	$8	$5	$200	3,900.00%
Total Revenues	**$397**	**$7,659**	**$7,405**	**$7,700**	**3.98%**

Expenditures by Object

FY26 Expenditures by Object



Expenditures by Object

Category	Account ID	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Security Services		$600	$300	$2,300	$1,700	-26.09%
Building Security Equip		-	-	-	$6,000	-
Total Expenditures		**$600**	**$300**	**$2,300**	**$7,700**	**234.78%**

Child Safety

Comprehensive Fund Summary

Comprehensive Fund Summary

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Revenues					
Fine & Fees	-	$125	$100	$100	0.00%
Miscellaneous Revenues	-	-	$1	$2	100.00%
Total Revenues	**-**	**$125**	**$101**	**$102**	**0.99%**
Expenditures					
Total Expenditures	**-**	**-**	**-**	**-**	**-**
Total Revenues Less Expenditures	**-**	**$125**	**$101**	**$102**	**0.99%**

Revenues by Object

Revenues by Object

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Budgeted (% Change)
MC-Child Safety Fees	-	$125	$100	$100	0.00%
Interest Income	-	-	$1	$2	100.00%
Total Revenues	**-**	**$125**	**$101**	**$102**	**0.99%**

Truancy Prevention

Comprehensive Fund Summary

Comprehensive Fund Summary

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Revenues					
Fine & Fees	-	$7,610	$7,000	$7,000	0.00%
Miscellaneous Revenues	-	-	$5	$100	1,900.00%
Total Revenues	**-**	**$7,610**	**$7,005**	**$7,100**	**1.36%**
Expenditures					
Total Expenditures	**-**	**-**	**-**	**-**	**-**
Total Revenues Less Expenditures	**-**	**$7,610**	**$7,005**	**$7,100**	**1.36%**

Revenues by Object

Revenues by Object

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Budgeted (% Change)
MC-Truancy Prevention Fees	-	$7,610	$7,000	$7,000	0.00%
Interest Income	-	-	$5	$100	1,900.00%
Total Revenues	**-**	**$7,610**	**$7,005**	**$7,100**	**1.36%**

Jury - Local

Comprehensive Fund Summary

Comprehensive Fund Summary

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Revenues					
Fine & Fees	-	-	$125	$125	0.00%
Miscellaneous Revenues	-	-	$1	$1	0.00%
Total Revenues	**-**	**-**	**$126**	**$126**	**0.00%**
Expenditures					
Total Expenditures	**-**	**-**	**-**	**-**	**-**
Total Revenues Less Expenditures	**-**	**-**	**$126**	**$126**	**0.00%**

Revenues by Object

Revenues by Object

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Budgeted (% Change)
MC-Jury Fees	-	-	$125	$125	0.00%
Interest Income	-	-	$1	$1	0.00%
Total Revenues	**-**	**-**	**$126**	**$126**	**0.00%**

Court Technology

Comprehensive Fund Summary

Comprehensive Fund Summary

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Revenues					
Fine & Fees	$535	$6,449	$6,050	$6,050	0.00%
Miscellaneous Revenues	$55	$72	$40	$300	650.00%
Total Revenues	**$590**	**$6,522**	**$6,090**	**$6,350**	**4.27%**
Expenditures					
Services	-	$952	$1,000	$6,000	500.00%
Total Expenditures	**-**	**$952**	**$1,000**	**$6,000**	**500.00%**
Total Revenues Less Expenditures	**$590**	**$5,570**	**$5,090**	**$350**	**-93.12%**

Revenues by Object

Revenues by Object

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Budgeted (% Change)
Court Technology Fees	$535	$6,449	$6,000	$6,000	0.00%
Judicial Efficiency	-	-	$50	$50	0.00%
Interest Income	$55	$72	$40	$300	650.00%
Total Revenues	**$590**	**$6,522**	**$6,090**	**$6,350**	**4.27%**

Expenditures by Object

Expenditures by Object

Category	Account ID	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Computer Technology		-	$952	$1,000	$6,000	500.00%
Total Expenditures		**-**	**$952**	**$1,000**	**$6,000**	**500.00%**

Hotel Occupancy

Comprehensive Fund Summary

Comprehensive Fund Summary

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Revenues					
Taxes	$3,538	$3,318	$3,500	$3,500	0.00%
Miscellaneous Revenues	$41	$68	$40	$300	650.00%
Total Revenues	**$3,579**	**$3,386**	**$3,540**	**$3,800**	**7.34%**
Expenditures					
Supplies	$8	$176	-	-	-
Other Operations	-	-	$3,500	$3,500	0.00%
Total Expenditures	**$8**	**$176**	**$3,500**	**$3,500**	**0.00%**
Total Revenues Less Expenditures	**$3,571**	**$3,210**	**$40**	**$300**	**650.00%**

Revenues by Object

Revenues by Object

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Budgeted (% Change)
Taxes & Franchise Fees	$3,538	-	-	-	-
Hotel Occupancy Taxes	-	$3,318	$3,500	$3,500	0.00%
Interest Income	$41	$68	$40	$300	650.00%
Total Revenues	**$3,579**	**$3,386**	**$3,540**	**$3,800**	**7.34%**

Expenditures by Object

Expenditures by Object

Category	Account ID	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Misc Expenses		$8	$176	-	-	-
Tourism		-	-	$3,500	$3,500	0.00%
Total Expenditures		**$8**	**$176**	**$3,500**	**$3,500**	**0.00%**

Shop w/a Cop

Comprehensive Fund Summary

Comprehensive Fund Summary

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Revenues					
Miscellaneous Revenues	-	-	$4,010	$4,060	1.25%
Total Revenues	**-**	**-**	**$4,010**	**$4,060**	**1.25%**
Expenditures					
Other Operations	-	-	$4,000	$4,000	0.00%
Total Expenditures	**-**	**-**	**$4,000**	**$4,000**	**0.00%**
Total Revenues Less Expenditures	**-**	**-**	**$10**	**$60**	**500.00%**

Revenues by Object

Revenues by Object

Category	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Budgeted (% Change)
Interest Income	-	-	$10	$60	500.00%
Shop with a Cop	-	-	$4,000	$4,000	0.00%
Total Revenues	**-**	**-**	**$4,010**	**$4,060**	**1.25%**

Expenditures by Object

Expenditures by Object

Category	Account ID	FY 2023 Actuals	FY 2024 Actuals	FY 2025 Adopted	FY 2026 FY26 Proposed 8.5.25	FY 2025 Adopted vs. FY 2026 Proposed (% Change)
Shop w/a Cop		-	-	$4,000	$4,000	0.00%
Total Expenditures		**-**	**-**	**$4,000**	**$4,000**	**0.00%**

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By:** Maryann Carl

Subject

Consideration and possible action on a Resolution of the City of Montgomery, Texas calling a Public Hearing to be held at 6:00 p.m. on Monday, September 15, 2025, regarding the proposed Fiscal Year 2026 Tax Rate and Fiscal Year 2026 Annual Budget.

Recommendation

Approve the Resolution to call for Public Hearing at 6 pm on Monday, September 15, 2025

Discussion

A public hearing on the Tax Rate is required if the city proposes a rate that exceeds the lower of the no-new-revenue or voter-approval rate. A public hearing on the Annual Budget is also required.

Approved By

Ruby Beaven	City Secretary	Date: 7/31/2025

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY OF MONTGOMERY, TEXAS CALLING A PUBLIC HEARING TO BE HELD AT 6:00 P.M. ON MONDAY, SEPTEMBER 15, 2025, REGARDING THE PROPOSED FISCAL YEAR 2026 TAX RATE AND FISCAL YEAR 2026 ANNUAL BUDGET.

WHEREAS, the City Council of the City of Montgomery, Texas, desires to designate a date, time, and place for a public hearing to receive written and oral comments on the proposed Fiscal Year 2026 Tax Rate and the Fiscal Year 2026 Annual Budget; and

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

1. THAT the City Council of the City of Montgomery, Texas, hereby calls a public hearing to be held on the 15th day of September, 2025, at 6:00 p.m., at which date and time any and all persons appearing before the City Council of the City of Montgomery, Texas desiring to be heard, will be heard, on or in connection with the adoption of the proposed Fiscal Year 2026 Tax Rate and the Fiscal Year 2026 Annual Budget.

2. THAT said public hearing will be held in the Montgomery City Hall – Council Chambers, 101 Old Plantersville Road, Montgomery, Texas 77316.

3. THAT the City Clerk of the City of Montgomery, Texas, is hereby directed by the City Council of the City of Montgomery, Texas, to publish a notice of said hearing in a newspaper of general circulation in accordance with the requirements of the *Texas Local Government Code* and the *Texas Tax Code*.

4. THAT this Resolution shall be effective immediately upon its adoption by City Council.

PASSED AND APPROVED this the 12th day of August, 2025.

_____
Sara Countryman, Mayor

ATTEST:

_____
Ruby Beaven, City Secretary

Montgomery City Council
AGENDA REPORT

Meeting Date: 08/12/2025	**Budgeted Amount:** NONE
Department: Administration	**Prepared By: WGA**

Subject

Consideration and possible action on the Escrow Agreement by and between the City of Montgomery and the Developer ("Buddy's Living Trust") and authorizing the Mayor to sign the agreement.

Recommendation

City Council to approve the Escrow Agreement and authorize the Mayor to sign, as presented.

Discussion

The Escrow Agreement and supporting documents are attached.

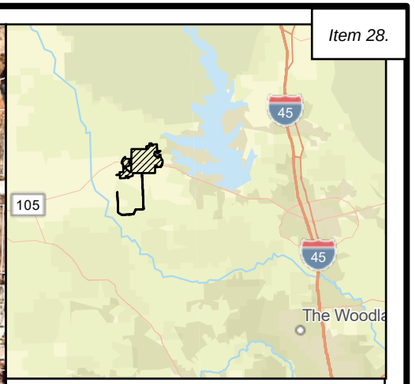
A Developer ("Buddy's Living Trust") is proposing a commercial retail building on a 1.997-acre parcel of land located adjacent to the intersection of FM 1097 and Atkins Creek. The tract is located entirely within City limits and would not require annexation and is zoned B-Commercial. No public utility extensions are needed for this site. A feasibility study would not be required for the proposed development. The Development of the site must comply with Chapters 78 and 98 of the City Code of Ordinances and all applicable development regulations in the Development Handbook and Design Criteria Manual.

The Escrow Agreement ensures that the city's incurred costs related to the development are paid for by the Developer, not with city operating funds. The proposed development is allowed by right under the city's zoning regulations, and WGA and staff recommend approval of the agreement.

Approved By

City Staff	Ruby Beaven	Date: 07/31/2025





Legend

- City Limits
- Extraterritorial Jurisdictions
- Tax Parcels
- FM 1097 Development Location

FM 1097 Retail Development Location

CITY OF MONTGOMERY TEXAS EST 1837 BIRTHPLACE OF THE TEXAS FLAG

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

WGA

ESCROW AGREEMENT

BY AND BETWEEN

THE CITY OF MONTGOMERY, TEXAS,

AND

FM 1097 Retail Plaza

Dev. No. 2505

THE STATE OF TEXAS ɔ

COUNTY OF MONTGOMERY ɔ

This Escrow Agreement is made and entered into as of the 31st day July, 2025 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 Buddy's Living Trust, a Limited Liability Company, (hereinafter called the "Developer").

RECITALS

WHEREAS, the Developer desires to acquire and develop all or part of a Waterstone on Lake Conroe, Reserve A, sometimes referred to as the FM 1097 Retail Plaza 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.

Scanned with CamScanner

AGREEMENT

ARTICLE I

SERVICES REQUIRED

Section 1.01 The development of the FM 1097 Retail Plaza Tract will require the City to utilize its own personnel, its professionals and consultants; and the Escrow Fund will be used to reimburse the City its costs associated with these services.

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

ARTICLE II

FINANCING AND SERVICES

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

Administrative	$1,000
City Engineer	$5,000
Legal	$1,000
TOTAL	$6,000

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

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

Scanned with CamScanner

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

Scanned with CamScanner

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

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

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

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

Scanned with CamScanner

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, by as follows:

If to City, to:	Brent Walker City of Montgomery 101 Old Plantersville Rd. Montgomery, Texas 77356
If to Developer, to:	Buddy's Living Trust Cruz Real Estate Ventures LLC 18 E Ambassador Bend Spring, Texas 77382

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.

Scanned with CamScanner

Scanned with CamScanner

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:_____
Mayor

ATTEST:

By:_____
City Secretary

Simon Cruz
Developer

By: S. Cruz
Signature

Title: Managing Member of Cruz Real Estate Ventures

Scanned with CamScanner

STATE OF TEXAS {

COUNTY OF MONTGOMERY {

BEFORE ME, the undersigned authority, on this day personally appeared Simon Cruz 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 31 day of July, 2025.

NOAH NOWLIN
Notary ID #134273365
My Commission Expires
March 27, 2027

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 Simon Cruz, Managing Member of Cruz Real Estate Ventures LLC, a Texas Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated and as the act and deed of said organization.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 31 day of July, 2025.

NOAH NOWLIN
Notary ID #134273365
My Commission Expires
March 27, 2027

Notary Public, State of Texas

Scanned with CamScanner

Montgomery City Council
AGENDA REPORT

Meeting Date: 08/12/2025	**Budgeted Amount:** NONE
Department: Administration	**Prepared By: WGA**

Subject

Consideration and Possible Action on the Partial Re-plat for Hills of Town Creek Section 5 (Dev. No. 2406).

Recommendation

WGA and Staff recommends Council approval of the Partial Re-plat as presented.

Discussion

The Engineer's Memo and supporting documents are attached.

The purpose of this re-plat is to adjust the lot lines of existing Lots 27 and 28 and to add a restricted reserve within Block 1 of The Hills of Town Creek, Section 5 subdivision. The reserve will provide a shared access path to the playground located behind the revised Lots 1 and 2.

As a reminder, this development received variance approval on March 25, 2025, for a minimum frontage of 45' at the building line. The Developer also received approval to maintain the previously approved variances from December 14, 2021, which allow for 5' side yard setbacks, a minimum lot depth of 120', and a minimum lot area of 5,500 sf.

The Partial Re-plat was presented to by the Planning & Zoning Commission on 08/05/2025.

Approved By

City Staff	Ruby Beaven	Date: 07/30/2025

July 30, 2025

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

Re: Submission of Partial Re-plat
Hills of Town Creek Section 5 (Dev. No. 2406)
City of Montgomery

Dear Mayor and City Council:

We reviewed the partial re-plat submission for the referenced development on behalf of the City of Montgomery (the "City"). Our review was based on the City's Code of Ordinances, Chapter 78 Section 61 and any other applicable chapters. The purpose of this re-plat is to adjust the Lot lines of existing Lots 27 and 28 and to add a restricted reserve within Block 1 of The Hills of Town Creek, Section 5 subdivision. The reserve will provide a shared access path to the playground located behind the revised Lots 1 and 2.

As a reminder, this development received variance approval on March 25, 2025, for a minimum frontage of 45' at the building line. The Developer also received approval to maintain the previously approved variances from December 14, 2021, which allow for 5' side yard setbacks, a minimum lot depth of 120', and a minimum lot area of 5,500 sf.

The Planning & Zoning Commission will be presented with the re-plat at the August 5th meeting. We offer no objection to the partial replat, and we recommend Council approve the partial re-plat as submitted.

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

Sincerely,

Chris Roznovsky

Chris Roznovsky, PE
City Engineer

CVR/jtd
Z:\00574 (City of Montgomery)\140 Hills of Town Creek Sec. 5\Correspondence\Letters\2025.07.28 MEMO to Council Hills of Town Creek Section 5 Partial Replat -.docx

Enclosure: Original Plat
Partial Re-plat

Cc (via email): Ms. Corinne Tilley – City of Montgomery, Planning & Development Administrator & Code Enforcement Officer
Mr. Brent Walker – City of Montgomery, City Administrator
Ms. Ruby Beaven – City of Montgomery, City Secretary
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney

N

GRAPHIC SCALE

50 0 50 100

(IN FEET)
1 inch = 50 ft

LEGEND / ABBREVIATIONS

CAB	CABINET
C F N	CLERK'S FILE NUMBER
ELEC. ESMT	ELECTRIC EASEMENT
FND	FOUND
I R.	IRON ROD
O P.R	OFFICIAL PUBLIC RECORDS
M C T	MONTGOMERY COUNTY, TEXAS
M R	MAP RECORDS
R O W	RIGHT OF WAY
(TYP)	TYPICAL
V S	VEGETATION SETBACK
*	LOT WIDTH DIMENSION AT THE BUILDING LINE
O	PROPERTY MARKER
	STREET NAME BREAKS

Partial re-plat area

CALLED 90 665 ACRES
TWIN CREEK MANAGEMENT, LLC
C F N 2020117352
O P R M C T

L=752 15
R=3910 00
Δ=011°01'18"
CHD =750 99
CHD BRG =N45°20'33"E

LONE STAR PARKWAY
(180' R.O.W.) ASPHALT
C.F.N. 2006087874 O.P.R. M.C.T.

WEST ROSE MARIE LANE
(50' PUBLIC R.O.W. W/ 28' PAVEMENT WIDTH)

FND 5/8" I R W/CAP
BEARS
S58°51'02"W
0 49'

RESTRICTED RESERVE "A"
0.414 ACRES
(18,033 SQ. FT.)

BLOCK ①

LOT 29 0.172 ACRES (7,485 SQ. FT.)
LOT 28 0.210 ACRES (9,149 SQ. FT.)
LOT 27 0.262 ACRES (11,401 SQ. FT.)
LOT 26 0.219 ACRES (9,549 SQ. FT.)
LOT 25 0.137 ACRES (5,988 SQ. FT.)
LOT 24 0.138 ACRES (6,002 SQ. FT.)
LOT 23 0.138 ACRES (6,004 SQ. FT.)
LOT 22 0.148 ACRES (6,467 SQ. FT.)
LOT 21 0.162 ACRES (7,077 SQ. FT.)
LOT 30 0.138 ACRES (6,032 SQ. FT.)
LOT 31 0.140 ACRES (6,086 SQ. FT.)
LOT 32 0.140 ACRES (6,079 SQ. FT.)
LOT 33 0.140 ACRES (6,083 SQ. FT.)
LOT 34 0.140 ACRES (6,088 SQ. FT.)
LOT 35 0.140 ACRES (6,090 SQ. FT.)
LOT 36 0.140 ACRES (6,093 SQ. FT.)
LOT 37 0.140 ACRES (6,096 SQ. FT.)
LOT 38 0.140 ACRES (6,096 SQ. FT.)
LOT 39 0.140 ACRES (6,09[illegible])

BLOCK ②

LOT 67 0.284 ACRES (12,370 SQ. FT.)
LOT 66 0.185 ACRES (8,061 SQ. FT.)
LOT 65 0.151 ACRES (6,568 SQ. FT.)
LOT 68 0.256 ACRES (11,151 SQ. FT.)

CALLED 0 589 ACRES
MONTGOMERY INDEPENDENT SCHOOL DISTRICT
C.F.N. 2010101628 O.P.R. M.C.T.

CALLED 0 419 ACRES
MONTGOMERY INDEPENDENT SCHOOL DISTRICT
C F N. 2010101633 O.P.R. M.C.T.

CALLED 4 500 ACRES
MONTGOMERY COUNTY
INDEPENDENT SCHOOL DISTRICT
C F.N. 2010101632 O P R M C T

CALLED 0 091 ACRES
MONTGOMERY INDEPENDENT
SCHOOL DISTRICT
C F N 2010101631 O P R M C T

DOC # 2025006778
Cabinet 0AA Sheet 1336

MATCHLINE

Original Recorded Plat

N

GRAPHIC SCALE

50 0 50 100

(IN FEET)
1 inch = 50 ft.

CITY OF MONTGOMERY BENCHMARKS

MONT 3 ELEV.=268.73'

3" BRASS DISK LOCATED FROM THE INTERSECTION OF HWY 105 AND HWY 149, WEST ±4700' TO THE PARKING LOT OF THE HERITAGE HOUSE RESTAURANT', WHICH IS LOCATED ON THE NORTH SIDE OF HWY 105

MONT 7 ELEV =291.77'

3" BRASS DISK IS LOCATED IN THE CENTER OF MONTGOMERY ON THE SOUTH SIDE OF HWY 105 MARK IS IN FRONT (NORTH) OF GAS PUMPING AREA OF BROOKSHIRE BROTHERS GROCERY STORE, AS WELL AS ACROSS HWY 105(SOUTH) FROM 'THE OLDE SCHOOL HOUSE'

BENCHMARK

BRASS DISK IN CONCRETE ELEV =314 12'

BRASS DISK IN CONCRETE IN THE SOUTHEAST RIGHT-OF-WAY OF EMMA'S WAY LOCATED NORTH 29°13'51" WEST, A DISTANCE OF 2 19' FROM THE COMMON CORNER OF LOTS 1 AND 2, BLOCK 1, THE HILLS OF TOWN CREEK, SOUTH 0124809'31" WEST, A DISTANCE OF 527.56 FEET FROM THE SOUTHWEST CORNER OF THE SUBJECT PROPERTY, AS SHOWN ON PAGE 4 OF 5

FINAL PLAT
THE HILLS OF TOWN CREEK SECTION 5

A SUBDIVISION OF
18.4998 ACRES (805,851 SQ FT.)
BENJAMIN RIGBY LEAGUE, ABSTRACT 31
MONTGOMERY COUNTY, TEXAS

73 LOTS 3 RESERVES 2 BLOCKS

NOVEMBER 2024

Fulcrum SURVEYING
104 W PAULINE ST
CONROE, TX 77301
T 936 443 0507
TBPLS REG NO 10194866
ct@fulcrumsurveying com
fulcrumsurveying com

ENGINEER
L SQUARED ENGINEERING
MUNICIPAL COMMERCIAL RESIDENTIAL
3307 W DAVIS STREET #100
CONROE, TEXAS 77304

LEGEND / ABBREVIATIONS

CAB.	CABINET
C.F.N.	CLERK'S FILE NUMBER
ELEC. ESMT.	ELECTRIC EASEMENT
FND.	FOUND
I.R.	IRON ROD
O.P.R.	OFFICIAL PUBLIC RECORDS
M.C.T.	MONTGOMERY COUNTY, TEXAS
M.R.	MAP RECORDS
R.O.W.	RIGHT OF WAY
(TYP.)	TYPICAL
V.S.	VEGETATION SETBACK
*	LOT WIDTH DIMENSION AT THE BUILDING LINE
o	PROPERTY MARKER
	STREET NAME BREAKS

CITY OF MONTGOMERY BENCHMARKS

MONT 3 (CONTROLLING MONUMENT) ELEV.=268.73'

3" BRASS DISK LOCATED FROM THE INTERSECTION OF HWY 105 AND HWY 149, WEST ±4700' TO THE PARKING LOT OF THE HERITAGE HOUSE RESTAURANT', WHICH IS LOCATED ON THE NORTH SIDE OF HWY 105.

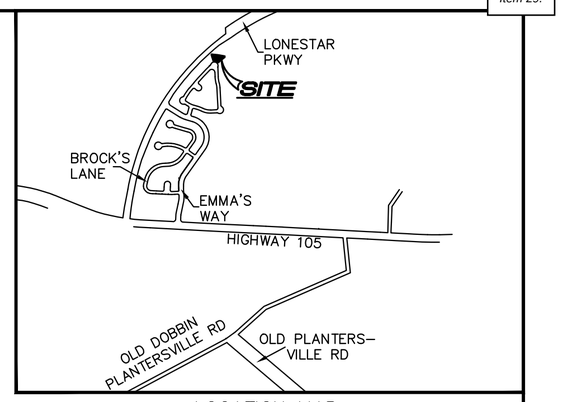
MONT 7 ELEV.=291.77'

3" BRASS DISK IS LOCATED IN THE CENTER OF MONTGOMERY ON THE SOUTH SIDE OF HWY 105. MARK IS IN FRONT (NORTH) OF GAS PUMPING AREA OF BROOKSHIRE BROTHERS GROCERY STORE, AS WELL AS ACROSS HWY 105(SOUTH) FROM 'THE OLDE SCHOOL HOUSE'.

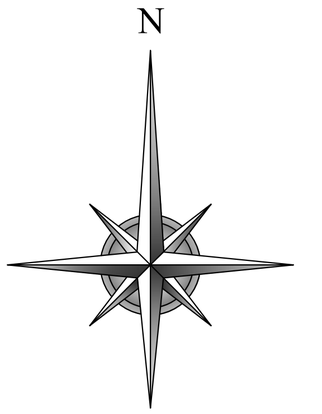
BENCHMARK

BRASS DISK IN CONCRETE ELEV.=314.12'

BRASS DISK IN CONCRETE IN THE SOUTHEAST RIGHT-OF-WAY OF EMMA'S WAY LOCATED NORTH 14°26'06" EAST, A DISTANCE OF 5.58' FROM THE COMMON CORNER OF LOTS 1 AND 2, BLOCK 1, OF THE HILLS OF TOWN CREEK SECTION 4.



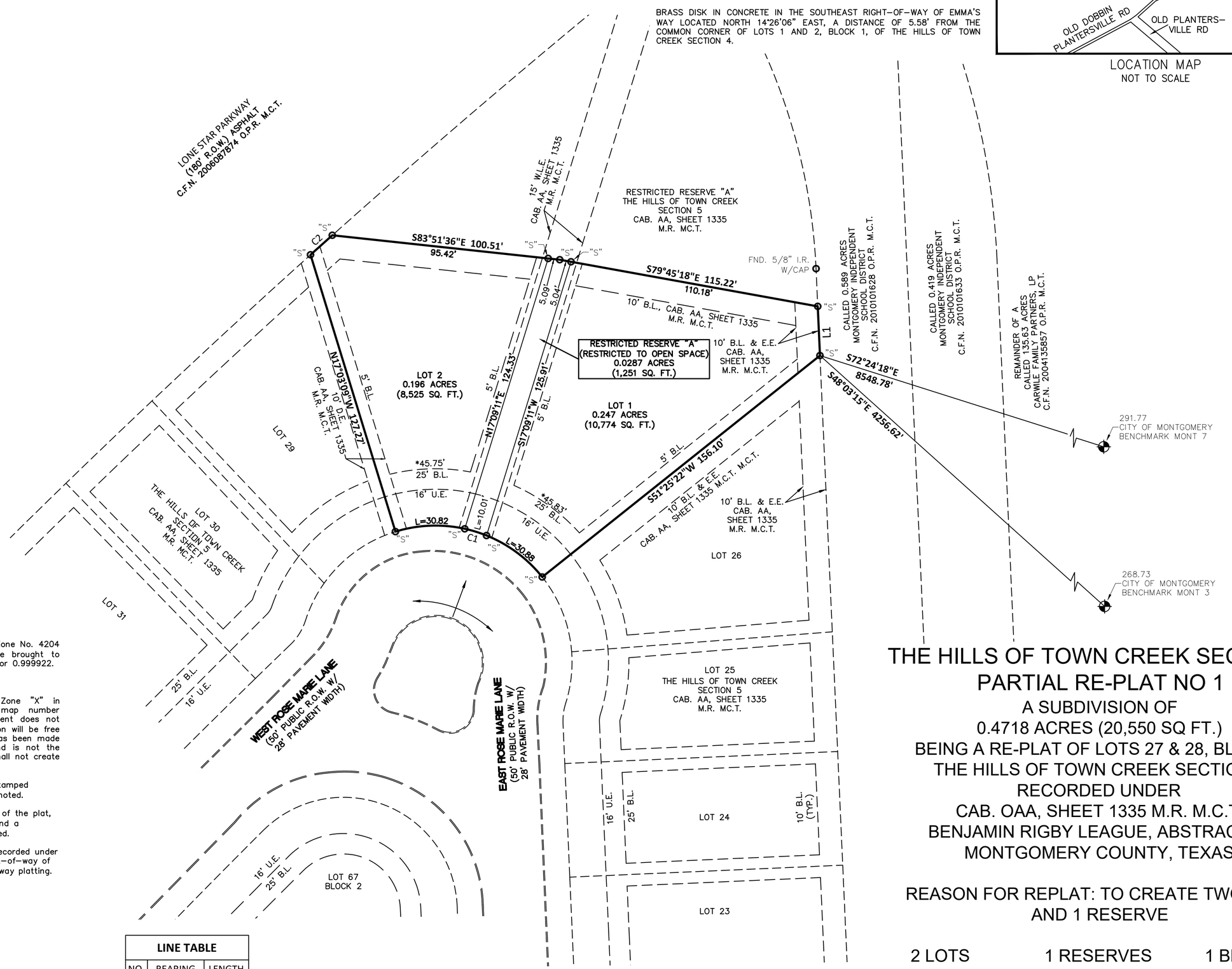
LOCATION MAP
NOT TO SCALE



GRAPHIC SCALE

30 0 30 60

(IN FEET)
1 inch = 30 ft.



GENERAL NOTES:

1. The coordinates shown hereon are Texas Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by applying the following combined scale factor 0.999922.

2. Distances shown along curves are arc lengths.

3. Flood Statement: This site is situated in Zone "X" in Montgomery County, Texas according to FEMA map number 48339C0200G dated August 18, 2014: This statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This determination has been made by scaling the property on the referenced map and is not the result of an elevation survey. This flood statement shall not create liability on the part of the surveyor.

4. All corners are set 5/8 inch iron rods with cap stamped "Fulcrum Land Surveying" unless otherwise shown or noted.

5. In addition to the building line shown on the face of the plat, all lots shall have a minimum 5' side yard setback and a minimum 10' rear yard setback, unless otherwise noted.

6. The Texas Commission on Environmental Quality, recorded under C.F.N. 2007-096205 O.P.R. M.C.T. lying with the right-of-way of Emma's Way, will be a abandoned with the right-of-way platting.

7. Variance (Approved December 14, 2021)

- SIDE YARD SETBACK – Sec. 98-122(a)
  - Required 10'
  - Variance 5'
- MINIMUM LOT WIDTH – Sec. 98-122(b)
  - Required 75'
  - Variance 50'
- MINIMUM LOT DEPTH – Sec. 98-122(b)
  - Required 120'
  - Variance 100'
- MINIMUM LOT AREA – Sec. 98-122(b)
  - Required 9,000'
  - Variance 5,500'

Variance (Approved March 25, 2025)

- MINIMUM LOT WIDTH – Sec. 98-122(b)
  - Required 75' at building line
  - Variance 45' at building line

LINE TABLE		
NO.	BEARING	LENGTH
L1	S 02°33'39" E	21.64'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHD. BRG.	CHORD
C1	71.70'	60.00	68°28'32"	N 72°48'54" W	67.52'
C2	12.86'	3,910.00	0°11'18"	N 48°07'22" E	12.86'

THE HILLS OF TOWN CREEK SECTION 5 PARTIAL RE-PLAT NO 1

A SUBDIVISION OF
0.4718 ACRES (20,550 SQ FT.)
BEING A RE-PLAT OF LOTS 27 & 28, BLOCK 1
THE HILLS OF TOWN CREEK SECTION 5
RECORDED UNDER
CAB. OAA, SHEET 1335 M.R. M.C.T.
BENJAMIN RIGBY LEAGUE, ABSTRACT 31
MONTGOMERY COUNTY, TEXAS

REASON FOR REPLAT: TO CREATE TWO LOTS AND 1 RESERVE

2 LOTS 1 RESERVES 1 BLOCKS

JULY 2025

Fulcrum SURVEYING
104 W. PAULINE ST.
CONROE, TX 77301
T: 936.443.0507
TBPLS REG NO. 10194866
ct@fulcrumsurveying.com
fulcrumsurveying.com

ENGINEER:
L SQUARED ENGINEERING
MUNICIPAL COMMERCIAL RESIDENTIAL
3307 W. DAVIS STREET #100
CONROE, TEXAS 77304

24-097-6_HOTC SEC 5_LT 27_28 REPLAT_v3.dwg

STATE OF TEXAS
COUNTY OF MONTGOMERY

That K. Hovnanian of Houston II, LLC, a Texas limited liability company, acting by and through Rodney Howerton, Division President, herein acting individually or through the undersigned duly authorized agents, does hereby adopt this plat designating described real property as the Hills of Town Creek Section 5 Partial Re-plat No 1 Subdivision, and does hereby make subdivision of said property according to the lines, streets, alleys, parks, and easements therein shown, and dedicate to public use forever all areas shown on this plat as streets, alleys, parks, and easements, except those specifically indicated as private; and does hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades and does hereby bind Owner, and Owner's successors and assigns to warrant and forever defend the title to the land so dedicated.

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

Where streets or alleys are dedicated for private use, such dedication shall include an easement covering the street area which permits the installation, operation and maintenance of water, sewer, gas, electric, telephone, cable, television or other such utility facilities by the city and other utilities lawfully entitled to provide service to the abutting property. The easement shall also provide a right of access to public agencies engaged in both routine and emergency public service including law enforcement, fire protection, medical response, inspection and code enforcement.

IN TESTIMONY WHEREOF, Owner, has caused these presents to be signed by Rodney Howerton, its Division President of K. Hovnanian of Houston II, LLC, a Texas Limited liability company, hereunto affixed, this _____ day of _____, 2025.

K. HOVNANIAN OF HOUSTON II, LLC,
a Texas limited liability company

By: _____
Rodney Howerton, Division President

STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared Rodney Howerton, its Division President of K. Hovnanian of Houston II, LLC, a Texas Limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2025.

_____
Notary Public in and for the State of Texas

Print Name: _____

My Commission expires: _____

That I Clemente Turrubiartes Jr., do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereof were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Montgomery, Texas. The purpose of this partial re-plat is to modify Lots 27 and 28 lines and add a reserve in block 1 of The Hills in Town Creek, Section 5 subdivision. Revising existing lot lines and adding a restricted reserve between the two lots.

_____
Clemente Turrubiartes Jr.
Texas Registration No. 6657

CITY OF MONTGOMERY

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

BY: _____
Chris Roznovsky, PE
City Engineer – City of Montgomery

This plat and subdivision has been submitted to and considered by the City Planning and Zoning Commission and the City Council of the City of Montgomery, Texas and is hereby approved by such Commission and Council.

Dated this _____ Day of _____, 2025

ATTEST:

By: _____
Sara Countryman
Mayor

By: _____
_____
Chairman–Planning Zoning Commission

By: _____
Ruby Beaven
City Secretary

I, L. Brandon Steinmann, Clerk of the County Court of Montgomery County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on _____, 2025, at _____ o'clock, __.M., and duly recorded on _____ 2025, at _____ o'clock, __.M., in cabinet _____, sheet _____, of record of _____ for said County.

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

By: _____
L. Brandon Steinmann, Clerk County Court
Montgomery County, Texas

By: _____ Deputy

THE HILLS OF TOWN CREEK SECTION 5
PARTIAL RE-PLAT NO 1

A SUBDIVISION OF
0.4718 ACRES (20,550 SQ FT.)
BEING A RE-PLAT OF LOTS 27 & 28, BLOCK 1
THE HILLS OF TOWN CREEK SECTION 5
RECORDED UNDER
CAB. OAA, SHEET 1335 M.R. M.C.T.
BENJAMIN RIGBY LEAGUE, ABSTRACT 31
MONTGOMERY COUNTY, TEXAS

REASON FOR REPLAT: TO CREATE TWO LOTS AND 1 RESERVE

2 LOTS 1 RESERVES 1 BLOCKS

JULY 2025

Fulcrum SURVEYING
104 W. PAULINE ST.
CONROE, TX 77301
T: 936.443.0507
TBPLS REG NO. 10194866
ct@fulcrumsurveying.com
fulcrumsurveying.com

ENGINEER:
L SQUARED ENGINEERING
MUNICIPAL COMMERCIAL RESIDENTIAL
3307 W. DAVIS STREET #100
CONROE, TEXAS 77304

24-097-6_HOTC SEC 5_LT 27_28 REPLAT_v3.dwg

Montgomery City Council
AGENDA REPORT

Meeting Date: 08/12/2025	**Budgeted Amount:** NONE
Department: Administration	**Prepared By: WGA**

Subject

Consideration and Possible Action on extending the sidewalk installation deadline for one additional one year following the warranty inspection for Montgomery Bend Section 1 & 2 (Dev. No. 2203).

Recommendation

WGA and staff recommend City Council approve the requested extension to the sidewalk installation deadline in front of the homes for one additional year. Conditional on the Developer extending the One-Year Warranty and providing a Bond for same.

Discussion

The One-Year Warranty Period for Montgomery Bend Section 1 expires on August 13, 2025, and Section 2 expires on October 21, 2025. The Developer is requesting an extension of the one year (August 13, 2026 and October 21, 2026 respectively) to the deadline to install all sidewalks in front of each lot.

Approved By

City Staff	Ruby Beaven	Date: 08/05/2025

August 5, 2025

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

Re: Sidewalk Warranty Extension
Montgomery Bend Section 1 & 2 (Dev. No. 2203)
City of Montgomery

Dear Mayor and City Council:

As you are aware, the One-Year Warranty Period for Montgomery Bend Section 1 expires on August 13, 2025, and Section 2 expires on October 21, 2025. The Developer is requesting an extension of the one year (August 13, 2026, and October 21, 2026, respectively) to the deadline to install all sidewalks in front of each lot.

Please note that sidewalks located within common areas and curb ramps will have to be installed by the Developer by the end of the extended one-year warranty. The City will inspect the sidewalks at their expense prior to the acceptance after the additional year.

We recommend extending the One-Year Warranty Period deadline for sidewalk installation by 1 year, with the understanding that it will be constructed within one year following the warranty inspection and conditional on the Developer extending the One-Year Warranty and providing a Bond for the extended duration.

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

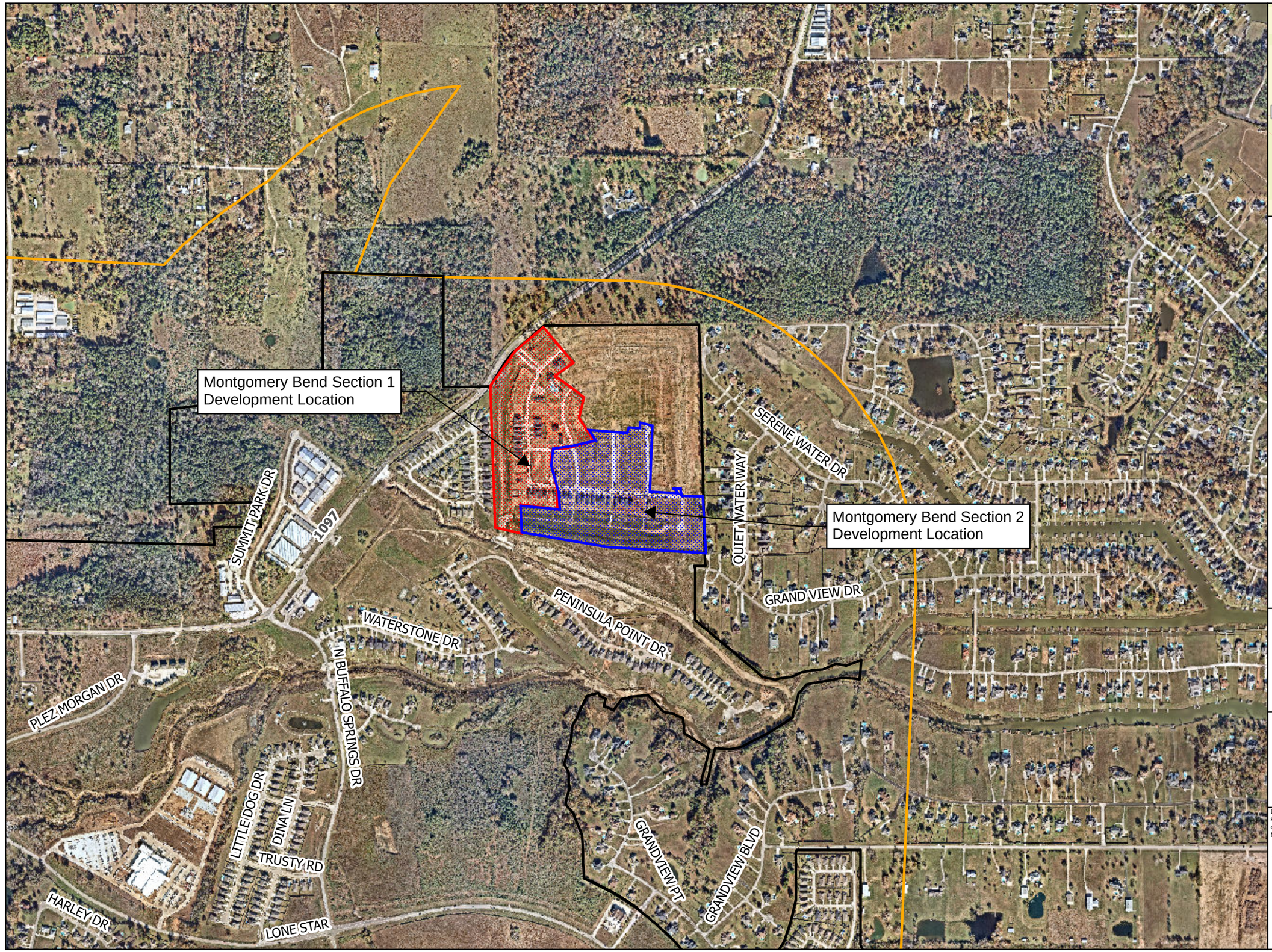
Sincerely,

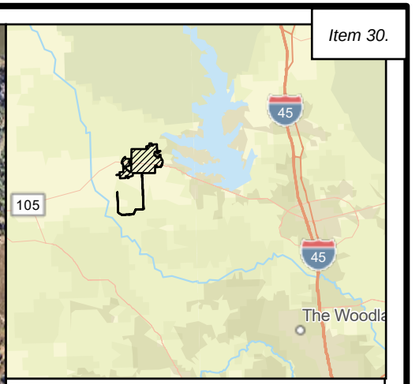
Chris Roznovsky, PE
City Engineer

CVR/zlgt
Z:\00574 (City of Montgomery)\115 Montgomery Bend (Pulte Group)\Correspondence\Letters\2025.07.29 MEMO To Council Montgomery Bend Section 1&2 Sidewalk Warranty Extension.docx

Enclosures: Montgomery Bend Section 1 & 2 Development Location Exhibit

Cc (via email): Ms. Corinne Tilley – City of Montgomery, Planning & Development Administrator & Code Enforcement Officer
Mr. Brent Walker – City of Montgomery, City Administrator
Ms. Ruby Beaven – City of Montgomery, City Secretary
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney





Legend

- City Limits
- Extraterritorial Jurisdictions

Tract Boundaries

- Montgomery Bend Section 1 Development Location
- Montgomery Bend Section 2 Development Location

Montgomery Bend
Sections 1 and 2 Location

CITY OF
MONTGOMERY
TEXAS EST 1837
BIRTHPLACE OF THE TEXAS FLAG

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

WGA

Montgomery City Council
AGENDA REPORT

Meeting Date: 08/12/2025	**Budgeted Amount:** NONE
Department: Administration	**Prepared By: WGA**

Subject

Consideration and possible action on the acceptance of the public infrastructure within the 2023 Phase I Sanitary Sewer Rehabilitation project and authorize the City Administrator to sign the Certificate of Acceptance.

Recommendation

WGA and Staff recommend that Council Accept the public infrastructure and enter into the One-Year Warranty as of July 21, 2025 and authorize the City Administrator to sign the Certificate of Acceptance.

Discussion

The Engineer's memo and supporting documents are attached.

WGA recommends the approval of the Certificate of Acceptance, Certificate of Substantial Completion, and entering into the 1-year warranty period as of July 21, 2025.

Approved By

City Staff	Ruby Beaven	Date: 07/30/2025

July 30, 2025

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

Re: Acceptance of 2023 Phase 1 Sanitary Sewer Rehabilitation Public Infrastructure
2023 Phase I Sanitary Sewer Rehabilitation
City of Montgomery

Dear Mayor and City Council:

We conducted a final inspection of the above referenced project on June 19 and 25, 2025, and found the project to be substantially complete in accordance with the approved plans and specifications on July 21, 2025. We recommend the City accept the public sanitary infrastructure, and begin the one-year warranty period, which will end on July 21, 2026.

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

Sincerely,

Chris Roznovsky, PE
City Engineer

CVR/zlgt
Z:\00574 (City of Montgomery)_900 General Consultation\Correspondence\Letters\2025\2025.07.28 MEMO to Council RE 2023 Phase 1 Sanitary Sewer Rehab.docx
Enclosures: Final Project Punchlist
Cc (via email): Ms. Corinne Tilley – City of Montgomery, Planning & Development Administrator & Code Enforcement Officer
Mr. Brent Walker – City of Montgomery, City Administrator
Ms. Ruby Beaven – City of Montgomery, City Secretary
Mr. Mike Muckleroy – City of Montgomery, Director of Public Works
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney

CERTIFICATE OF SUBSTANTIAL COMPLETION

July 30, 2025

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

Contractor: Cruz Tec, Inc
12210 Ann Lane
Houston, TX 77064

Re: 2023 Sanitary Sewer Rehab
City of Montgomery
TIN No. 74-2063592

Dear Mayor and Council,

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

We also recommend that the Contractor's warranty period of one-year begin July 21, 2025.



Sincerely,

Sean Donahue, PE
Construction Department Manager

(Professional Engineer Seal of Approval)

Z:\00574 (City of Montgomery)\011 2023 Sanitary Sewer Rehabilitation\Docs\CA\6. Pay Estimates & Change Orders\Final Pay Estimate No. 8\COSC & COA - City.docx

CERTIFICATE OF ACCEPTANCE

July 30, 2025

Mr. Andres Cruz
Cruz Tec, Inc.
12210 Ann Lane
Houston, TX 77064

Re: 2023 Sanitary Sewer Rehab
City of Montgomery
TIN No. 74-2063592

Dear Mr. Cruz,

This is to certify that the City of Montgomery accepts the subject project on the basis of the Certificate of Substantial Completion issued by our Engineers at WGA, LLC, and understands that a guarantee shall cover a period of one-year beginning, July 21, 2025

Signature:_____
Mr. Brent Walker
City of Montgomery, City Administrator

Date Approved:_____

cc: Ms. Corinne Tilley – City of Montgomery, Code Enforcement Officer and P&D Administrator
Ms. Ruby Beaven – City of Montgomery, City Secretary
Mr. Mike Muckleroy – City of Montgomery, Director of Public Works
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney
Mr. Chris Roznovsky, PE – Ward, Getz & Associates LLC, District Attorney

July 30, 2025

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

Re: Final Inspection
2023 Sanitary Sewer Rehabilitation
City of Montgomery
TIN No. 74-2063592

Dear Mayor and Council,

Ward, Getz & Associates LLC held a final inspection for the referenced project on Thursday, June 19, 2025, and Wednesday, June 25, 2025. The punchlist of deficiencies noted during the inspection have been completed and/or corrected.

The following individuals were in attendance during the final inspection:

Akeem Dunmoye – WGA, LLC
Zachary Timms – WGA, LLC
Jensen Dunkley – WGA, LLC
Angel Romo Walle – WGA, LLC
Jennifer Soliz – Cruz Tec, Inc.
Jesse Garcia – Cruz Tec, Inc.
Eric Standifer – City of Montgomery

Based on the following, we recommend the City of Montgomery officially start the Contractor's one-year warranty period on July 21, 2025.

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

Sincerely,

Sean Donahue, PE
Construction Department Manager

SD/cnf
Z:\00574 (City of Montgomery)\011 2023 Sanitary Sewer Rehabilitation\Docs\CA\5. Construction Admin & Inspections\Inspections\Final Inspection Letter - Punchlist Completed.docx

cc (via email): Mr. Brent Walker – City of Montgomery, City Administrator
Ms. Corinne Tilley – City of Montgomery, Code Enforcement Officer and P&D Administrator
Ms. Ruby Beaven – City of Montgomery, City Secretary
Mr. Mike Muckleroy – City of Montgomery, Director of Public Works
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney
Mr. Chris Roznovsky, PE – Ward, Getz & Associates LLC, City Engineer

WGA

FINAL INSPECTION			
Project: 2023 Sanitary Sewer Rehabilitation Project Number: 00574-011-00 Engineer: Ward, Getz & Associates LLC Contractor: Cruz Tec, Inc. Inspection Date & Time: June 19, 2025 and June 25, 2025			
	Punchlist Details	**Substantial Completion Inspection**	**One-Year Warranty**
1	Install infiltration dish per spec @ SMH 172	X	
2	Cut, grout and seal pipes @ SMH 159, SMH 190 ,SMH 31, SMH 144, SMH 172 , SMH 430, SMH 167	X	
3	Grout and seal cracks @ SMH 186, SMH 43, SMH 430 , SMH 171 , SMH 67	X	
4	Backfill sinkhole depression @SMH 171, SMH 423	X	
5	Cap Clean out @ 799-601, College street	X	
6	Contractor to provide asbuilt drawings in PDF format per the contract.	X	

Z:\00574 (City of Montgomery)\011 2023 Sanitary Sewer Rehabilitation\Docs\CA\5. Construction Admin & Inspections\Inspections\Substantial Completion Inspection.xlsx

Ward, Getz & Associates, LLC

#00574-011-00 - 2023 San Sewer Rehab Ph I

Final Inspection

City of Montgomery

2023 Sanitary Sewer Rehabilitation

00574-011-00

Final Inspection

Created By SiteMax Systems
Created Date Wednesday, July 30th, 2025

Project Address
Montgomery, , US

Created By SiteMax Systems
Created Date Wednesday, July 30th, 2025

Project Address
Montgomery, , US

Ward, Getz & Associates, LLC

#00574-011-00 - 2023 San Sewer Rehab Ph I

Deficiency #1 - Install infiltration dish per spec @ SMH 172	Link
Deficiency #2 - Cut, grout and seal pipes @ SMH 159, SMH 190 ,SMH 31, SMH 144, SMH 172 , SMH 430, SMH 167	Link
Deficiency #3 - Grout and seal cracks @ SMH 186, SMH 43, SMH 430 , SMH 171 , SMH 67	Link
Deficiency #4 - Backfill sinkhole depression @SMH 171, SMH 423	Link
Deficiency #5 - Cap Clean out @ 799-601, College street	Link
Deficiency #6 - Contractor to provide asbuilt drawings in PDF format per the contract.	Link

Project	2023 San Sewer Rehab Ph I #00574-011-00	**Report Date**	2025
Project Address	, Montgomery,	**Created By**	SiteMax Systems
Project Manager		**Super/Foreman**	

- Completed 6

#	1	Item	Install infiltration dish per spec @ SMH 172
Status	Completed	**Priority**	None
Type	Deficiency	**Phase**	General





#	2	Item	Cut, grout and seal pipes @ SMH 159, SMH 190 ,SMH 31, SMH 144, SMH 172 , SMH 430, SMH 167
Status	Completed	**Priority**	None
Type	Deficiency	**Phase**	General






#	3	Item	Grout and seal cracks @ SMH 186, SMH 43, SMH 430 , SMH 171 , SMH 67
Status	Completed	**Priority**	None
Type	Deficiency	**Phase**	General






+ more

#	4	Item	Backfill sinkhole depression @SMH 171, SMH 423
Status	Completed	**Priority**	None
Type	Deficiency	**Phase**	General



#	5	Item	Cap Clean out @ 799-601, College street
Status	Completed	**Priority**	None
Type	Deficiency	**Phase**	General



#	6	Item	Contractor to provide asbuilt drawings in PDF format per the contract.
Status	Completed	**Priority**	None
Type	Deficiency	**Phase**	General

Montgomery City Council
AGENDA REPORT

Meeting Date: 08/12/2025	**Budgeted Amount:** NONE
Department: Administration	**Prepared By: WGA**

Subject

Consideration and Possible Action regarding the Development Agreement between the City of Montgomery, Texas (the "City") and with Woodlands Methodist Church (the "Developer") for the development of approximately 14 acres located northwest of the intersection of Clepper Drive and CB Stewart Drive (Dev. No. 2501).

Recommendation

Council either approve the Development Agreement between the City and Woodlands Methodist Church as presented or provide feedback for further revision.

Discussion

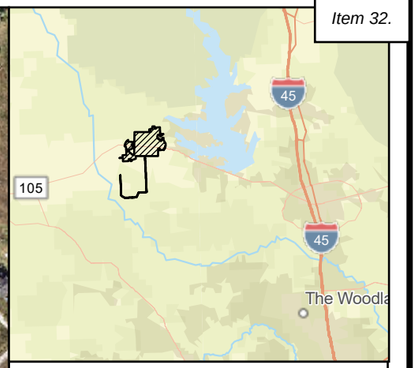
The Development Agreement and supporting documents are attached.

The Church of Montgomery development is located on an approximately 14-acre tract northwest of the intersection of Clepper Drive and CB Stewart Drive. See the attached exhibit for the development location.

Approved By

City Staff	Ruby Beaven	Date: 07/30/2025





Legend

- City Limits
- Extraterritorial Jurisdictions

Tract Boundaries

- Church of Montgomery Development Location

Church of Montgomery Development Location

CITY OF MONTGOMERY TEXAS EST 1837 BIRTHPLACE OF THE TEXAS FLAG

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

WGA

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MONTGOMERY, TEXAS AND WOODLANDS METHODIST CHURCH DEVELOPMENT NO. 2501

This DEVELOPMENT AGREEMENT (the "Agreement") is entered into between WOODLANDS METHODIST CHURCH, a Texas nonprofit corporation, its successors or assigns ("Developer"), and THE CITY OF MONTGOMERY, TEXAS ("City") to be effective on the date on Aug. 5, 2025 (the "Effective Date").

RECITALS

The Developer owns approximately 14.059 acres of land, as described on the attached **Exhibit A** (defined herein as the "Tract") in Montgomery County, Texas, within the corporate limits of the City. The Developer intends to develop the Tract as a church. The Tract will be located within the boundaries of the City and the City will provide water and sanitary sewer service to the Tract.

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

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

AGREEMENT

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

ARTICLE I. DEFINITIONS AND EXHIBITS

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

City means the City of Montgomery, Texas.

Developer means the Woodlands Methodist Church, a Texas nonprofit corporation, its successors or assigns.

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

Parties means the City and the Developer, collectively.

Tract means the approximately 14.059 acres of land to be developed by Developer, as described in **Exhibit A**.

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

Exhibit A	Metes and Bounds Description of the Tract
Exhibit B	Public Waterline Extension
Exhibit C	Public Sidewalk Extension
Exhibit D	Public Waterline Cost Estimate
Exhibit E	Master General Land Plan

ARTICLE II

DEVELOPER OBLIGATIONS

Section 2.1. Utilities.

a. *Water, Sanitary Sewer and Drainage Facilities*. Developer agrees that all internal water, sanitary sewer and drainage facilities to serve the Tract will be constructed in accordance with the applicable City regulations and ordinances, including the City of Montgomery Code of Ordinances, as amended (the "City Code"). The Developer is responsible for the design and construction of all internal water and sanitary sewer lines and associated facilities and drainage facilities to serve the Tract. The City will provide retail water and sanitary sewer service to the Tract. The City agrees to provide the Developer with its ultimate requirements for wastewater treatment and water capacity as further described herein. On-site detention will not be required as long as previously approved calculations are referenced and confirmed. Driveway will be located along Clepper Dr. and CB Stewart Dr. and will be approved by the City Engineer.

b. *Water Supply Facilities*. The parties acknowledge that the Tract will be developed in phases with ultimate water requirements of 640 gpd to serve approximately 5 ESFC. The City agrees that it has the capacity in its water treatment system to serve the Tract; however, the Developer is required to fund the construction of certain improvements to the City's water supply system in order to provide service for the Tract.

i. **Waterline.**

1. Public Off-site: The City will design and construct the public 12" waterlines required to serve the development, at

the cost of the Developer. The Developer will be responsible for the extension of the public waterlines as shown in **Exhibit B** (the "CB Stewart Waterline"). The waterlines deemed to be Public will be constructed in public right of way or easement and to the extent necessary, the Developer will be responsible for acquiring any necessary public right of way or easements required for the construction of the CB Stewart Waterline. The final alignment of the waterline will be reviewed and agreed upon by the Developer and City prior to construction.

2. Private On-site: The Developer will be responsible for submitting plans and specifications for review to the City for review and approval of all on-site waterlines prior to commencing construction on any on-site improvements.

ii. **Funding**.

1. Public Off-Site: The City will provide the Developer a cost estimate of the engineering and construction costs of CB Stewart Waterline, and upon presentation of such estimate, the Developer agrees to deposit their pro-rata share of the costs with the City the funds due for design (including preliminary design, design, expenses and fees, and bid phase services) of the CB Stewart Waterline. Based on developments of similar sizes an 8" waterline would be adequate for the development. The pro-rata share of the cost of to upsize the required 8" to a 12" will be paid by City per Section 78-123 of the City's Code of Ordinances. The Cost Estimate is attached hereto as **Exhibit D**. The City will be responsible for bidding the CB Stewart Waterline in accordance with competitive bidding laws. Upon receipt and review of bids, the Developer will deposit the amount of the accepted bid plus 10% contingencies, the estimated cost for construction administration and inspection, construction staking, construction materials testing, with the City within fifteen (15) days of receipt of the written notice. Within forty-five (45) days of City acceptance of the CB Stewart Waterline the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the escrow account, less the amount required for the one-year warranty inspection to be conducted by the City Engineer. In the event the City has expended more than the deposit amount, the Developer will reimburse the City for any excess cost.

iii. **Timing**.

1. Public Off-Site: The City is obligated to complete design within six (6) months of receipt of the funds to complete the design, and complete construction of the CB Stewart Waterline within six (6) months of receipt of the funds for construction as defined above.

iv. **Ownership**. The City will accept such CB Stewart Waterline for ownership and operation subject to a one-year maintenance bond to be enforceable by the City from the contractor once the public waterline has been constructed, inspected and all punchlist items have been addressed as confirmed by the City Engineer.

c. *Wastewater Treatment Facilities*. The parties acknowledge that the Tract will be developed with ultimate wastewater requirements of 640 gpd to serve approximately 4 ESFC. The City agrees that it has permitted capacity in its wastewater treatment system to serve the 3 ESFC, required by the Tract.

Section 2.2. Public Sidewalk Extension. The Developer, at its sole cost and expense, shall construct a 5-foot wide concrete sidewalk along the frontage of the property that is adjacent to CB Stewart Dr. and Clepper Dr. as shown in **Exhibit "C."** Final location and alignment of the sidewalk to be approved by the City Engineer.

i. Funding

1. The City will provide Developer a cost estimate of inspection costs related to the Public Sidewalk Extension, and upon presentation of such estimate and Developer's approval of the same (such approval not to be unreasonably withheld), Developer agrees to deposit with the City the funds due for the inspection services of the Public Sidewalk Extension. The City will keep accurate records of Developer's deposits and Public Sidewalk Extension inspection costs, and the City will make such records available for Developer's inspection upon request. Within forty-five (45) days of City acceptance of the Public Sidewalk Extension, the City shall perform a reconciliation and final accounting and reimburse Developer any unpaid funds under the escrow account, less $3,000.00 which the City will hold in escrow to cover the estimated cost for completion of the one-year warranty inspections to be conducted by the City Engineer. After completion of the one-year warranty and action by the City Council to officially end the warranty period, the City shall perform a reconciliation and final accounting within forty-five (45) days and shall reimburse Developer any unused funds.

ii. Timing

1. The Developer will be responsible for completing the construction of the sidewalks across their frontage of CB

Stewart Dr. and Clepper Dr. when any of the following triggering events occur:

i. the request of any additional certificates of occupancy for the Woodlands Methodist Church not to be requested by the initial phase, or

ii. within six (6) months of issuance of building permits for the adjacent property, located at the northwest corner of CB Stewart Dr. and Buffalo Springs Dr., or

iii. three years after the execution of this agreement. Notification of this requirement will be made by the City to the Developer at the time of the triggering event.

Should the Developer fail to construct the remaining sidewalks, the Developer will be subject to termination of water service.

iii. Ownership

1. The City will accept the sidewalk for ownership and operation subject to a one-year maintenance bond to be enforceable by the City from the contractor once the sidewalk has been constructed, inspected and all punchlist items have been addressed as confirmed by the City Engineer. Upon acceptance of the sidewalk, Developer shall provide the City with as-built drawings in both digital and pdf format.

Section 2.3 Oversizing. If the City requires portions of the Facilities to be constructed to a larger size than would be required pursuant to the City Code to serve the Tract, the City will pay or cause to be paid the incremental cost to construct such excess capacity in accordance with state law. Prior to award of any contract in which oversized Facilities will be built, the City Engineer will present the Developer with the bids and bid tabulation, and the Developer and City must agree to the incremental costs based on such bid. The City will pay its pro rata share of the oversized facilities upon award of the construction of contract for such facilities as outlined by Section 78-123 of the City of Montgomery's Code of Ordinances.

ARTICLE III.

DEFAULT AND TERMINATION

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

The parties acknowledge and agree that any substantial deviation by the Developer from the material terms of this Agreement would frustrate the intent of this Agreement, and, therefore, would be a material breach of this Agreement. A material breach of this Agreement

by the Developer shall be deemed to have occurred in the event of failure of the Developer to comply with a provision of this Agreement or the City Code provisions applicable to the Tract.

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

Section 3.2. Notice of Developer's Default.

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

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

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

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

Section 3.3. Notice of City's Default.

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

b. Developer shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the City. The City shall make available to the Developer, if requested,

any records, documents or other information necessary to make the determination that are subject to the Public Information Act, Chapter 551, Texas Government Code.

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

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

Section 3.4. Remedies. In addition to all the rights and remedies provided under the laws of the State of Texas, because of the peculiar damage each party hereto might suffer by virtue of a default by another party, each party shall be entitled to the equitable remedy of specific performance or mandamus, as well as all other legal and equitable remedies available.

ARTICLE IV.

MISCELLANEOUS

Section 4.1. Sale of Tract; Assignability. Any agreement by Developer to sell the entirety or any portion of the Tract to a person intending to develop the tract or such portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract to such Successor Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Developer. This Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of parcels out of the Tract. This Agreement is assignable upon written notice to the City; such notice of assignment shall be given within 30 days of an assignment and such notice shall include evidence that the assignee has assumed the obligations under this Agreement.

Section 4.2. Force Majeure. In the event a party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other parties as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

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

not within the control of the party claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

Section 4.3. Law Governing. This Agreement shall be governed by the laws of the State of Texas and venue shall be Montgomery County, Texas, and no lawsuit shall be prosecuted on this Agreement except in a federal or state court of competent jurisdiction.

Section 4.4. No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 4.5. Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advise (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to another (except bills), must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited. Notice given in any such other manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

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

With a copy to City attorney:

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

If to the Developer, to:

The Woodlands Methodist Church
2200 Lake Woodlands Drive
The Woodlands, Texas 77380
Attention: Drew Essen, Vice President

With a copy to:

_____

_____

_____

Attention: _____

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

Section 4.6. Merger and Modification. This Agreement, including the exhibits that are attached hereto and incorporated herein for all purposes, embodies the entire agreement between the parties relative to the subject hereof. This Agreement shall be subject to change or modification only with the mutual written consent of all the parties.

Section 4.7. Severability. The provisions of this Agreement are severable, and if any part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 4.8. Benefits of Agreement. This Agreement is for the benefit of the City and Developer, and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

Section 4.9. Recordation. The City shall record this Agreement and any amendments thereof in the deed records of Montgomery County. In addition, any assignments of this Agreement shall be recorded in the deed records of Montgomery County. This Agreement, when recorded, shall be a covenant running with the land and binding upon the Tract, the parties and their assignees during the term of this Agreement. However, this Agreement shall not be binding upon and shall not constitute any encumbrance to title as to any purchaser of a tract or lot within the Tract who does not intend to resell, subdivide or develop the tract or lot in the ordinary course of business.

Section 4.10. Term. This Agreement shall be in force and effect from the Effective Date and continue for a term of thirty (30) years unless otherwise previously terminated pursuant to some term or condition of this Agreement or by express written agreement by the City and Developer. Upon expiration of thirty (30) years from the Effective Date of this Agreement, this Agreement may be extended upon mutual consent of the Developer and the City.

Section 4.11. Authority for Execution. The City hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Code. The Developer hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of such entity.

(Signature Pages to Follow)

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

THE WOODLANDS METHODIST CHURCH, a Texas nonprofit corporation

By: _____
Name: Drew Essen
Title: Vice President
Date: 8/5/25

STATE OF TEXAS §
§
COUNTY OF Montgomery §

This instrument was acknowledged before me this 5th day of August, 2025, by Drew Essen, Vice President of THE WOODLANDS METHODIST CHURCH, a Texas nonprofit corporation, on behalf of said business entity.

Amy Sims Jones
My Commission Expires
7/31/2027
Notary ID126164550

_____
Notary Public, State of Texas

(NOTARY SEAL)

CITY OF MONTGOMERY, TEXAS

_____
Sara Countryman, Mayor

ATTEST:

_____
Title: City Secretary

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this _____ day of _____, 2025, by Sara Countryman, Mayor, City of Montgomery, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT "A"

METES AND BOUNDS

Firm No: 10133000
2417 NORTH FREEWAY
HOUSTON, TX 77009
713-864-2400
www.primetxsurveys.com

METES AND BOUNDS DESCRIPTION
14.059 ACRE (612,392 SQUARE FEET)
RESTRICTIVE RESERVE "A",
FINAL PLAT OF ESTATES OF LAKES CREEK VILLAGE
MONTGOMERY COUNTY, TEXAS

All that certain 14.059-acre tract of land, out of Restrictive Reserve "A", out of Estates of Lake Creek Village, recorded under Montgomery County Map Records (M.C.M.R.) Cabinet Z, Pg 4812, being the same tract conveyed to Texas Notes, LLC, recorded under Montgomery County Clerk's File (M.C.C.F.) No. 2023001027, and being more particularly described by metes & bounds as follows:

Bearings herein are based referenced to the Texas Coordinate System, South Central Zone (4204) NAD 83 per found monuments and GPS observation.

BEGINNING at a found 5/8-inch iron in the North right-of-way line of Clepper Street (width varies), marking a Southwest corner of a plat known as Lake Creek Village, recorded under M.C.M.R. Cabinet Z, Pg. 4254, and the Southwest corner of the herein described tract;

THENCE North 03° 31' 08" West, along said Lake Creek Village, a distance of 467.38 feet to an angle point, from which a capped iron rod bears North 87° 22' East – 0.20 feet;

THENCE North 19° 00' 07" West, along said Lake Creek Village, a distance of 349.78 feet to a 5/8-inch iron rod marking an angle point;

THENCE North 24° 41' 02" West, along said Lake Creek Village, a distance of 122.85 feet to a 5/8-inch iron rod marking an angle point;

THENCE North 47° 49' 26" West, along said Lake Creek Village, a distance of 107.22 feet to a 5/8-inch iron rod marking an angle point;

THENCE North 66° 59' 48" West, along said Lake Creek Village, a distance of 19.62 feet to a 5/8-inch iron rod marking an exterior corner of the herein described tract;

THENCE North 23° 00' 12" East, along said Lake Creek Village, a distance of 259.22 feet to a 5/8-inch iron rod marking a point on a curve to the right, and the North corner of the herein describe tract;

THENCE in a Southeasterly direction, along a curve to the right, having a radius of 269.22 feet, and arc length of 40.14 feet, a central angle of 08°32'36, a chord bearing and distance of South 62° 49' 07" – 40.11 feet, to a 5/8-inch iron rod with cap set, marking the North corner of Lot 22 of the Estates of Lake Creek Village, and an exterior corner of the herein described tract;

THENCE South 23° 00' 12" West, along the West line of Lot 22, a distance of 133.95 feet to a 5/8-inch iron rod with cap set, marking the West corner of Lot 22, and an interior corner of the herein describe tract;

THENCE South 42° 49' 36" East, along the Lot 20, 21, and 22, a distance of 267.68 feet to a 5/8-inch iron rod with cap set, marking the common South corner between Lot 19 and 20, and an interior corner of the herein describe tract;

THENCE South 52° 21' 57" East, along said Lot 19, a distance of 117.50 feet to a found 5/8-inch iron rod marking the common South corner between Lot 18 and 19, and an interior corner of the herein describe tract;

THENCE South 84° 38' 07" East, along said Lot 18 and 17, a distance of 192.48 feet to a 5/8-inch iron rod with cap set marking an angle point;

THENCE North 87° 49' 35" East, along the South property line of Lot 14, 15, 16, and 17, a distance of 320.15 feet to a found 5/8-inch iron rod, marking the common South Lot corner between Lot 13 and 14, and an interior corner of the herein describe tract;

THENCE North 62° 32' 39" East, along the South property line of Lot 12, and 13, a distance of 139.92 feet to a 5/8-inch iron rod with cap set, marking the West corner of a called save & except 1.401-acre tract, recorded under M.C.C.F. No. 2023001027, and the Northeast corner of the herein described tract;

THENCE South 41° 20' 36" East, over and across said Reserve "A", a distance of 292.28 feet to a 5/8-inch iron rod with cap set in the North right-of-way line of C.B. Stewart Drive (80 feet wide), marking the East corner of the herein described tract;

THENCE South 48° 40' 30" West, along said of C.B. Stewart Drive, a distance of 249.38 feet to a 5/8-inch iron rod with cap set at a point of curve to the left;

THENCE in a Southwesterly direction, along said of C.B. Stewart Drive, a curve to the left, having a radius of 690.00 feet, and arc length of 441.62 feet, a central angle of 36°40'15", a chord bearing and distance of South 31° 24' 01" – 434.12 feet, to a 5/8-inch iron rod with cap set;

THENCE in a Southwesterly direction, along said of C.B. Stewart Drive, a curve to the left, having a radius of 690.00 feet, and arc length of 88.31 feet, a central angle of 07°19'59", a chord bearing and distance of South 10° 29' 38" – 88.25 feet, to the North cutback corner between C.B. Stewart Drive and Clepper Street, from which a found 5/8-inch iron rod bears South 16°47' West – 0.30 feet;

THENCE South 43° 53' 01" West, along said cutback, a distance of 15.65 feet to a 5/8-inch iron rod with cap set at the South cutback corner between C.B. Stewart Drive and Clepper Street;

THENCE South 82° 54' 53" West, along said Clepper Street, a distance of 104.23 feet to a 5/8-inch iron rod with cap set, marking an exterior corner of the herein described tract;

THENCE South 88° 17' 44" West, along said Clepper Street, a distance of 353.37 feet to the **POINT OF BEGINNING,** and containing 14.059-acres (612,392 square feet) of land, more or less.

NOTES:

This metes and bounds description was prepared in conjunction with a revised survey of even date and titled:

A LAND TITLE SURVEY OF
14.059 ACRES OUT OF
RESTRICTIVE RESERVE "A"
FINAL PLAT OF ESTATES OF LAKE CREEK VILLAGE
ACCORDING TO THE MAP OR PLAT THEREOF
RECORDED IN CABINET Z, PAGE 4812
OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS

PRIME TEXAS SURVEYS
FIRM NO. 10133000
JOB NO. 240010
January 8, 2024

EXHIBIT "C"
PUBLIC WATERLINE EXTENSION

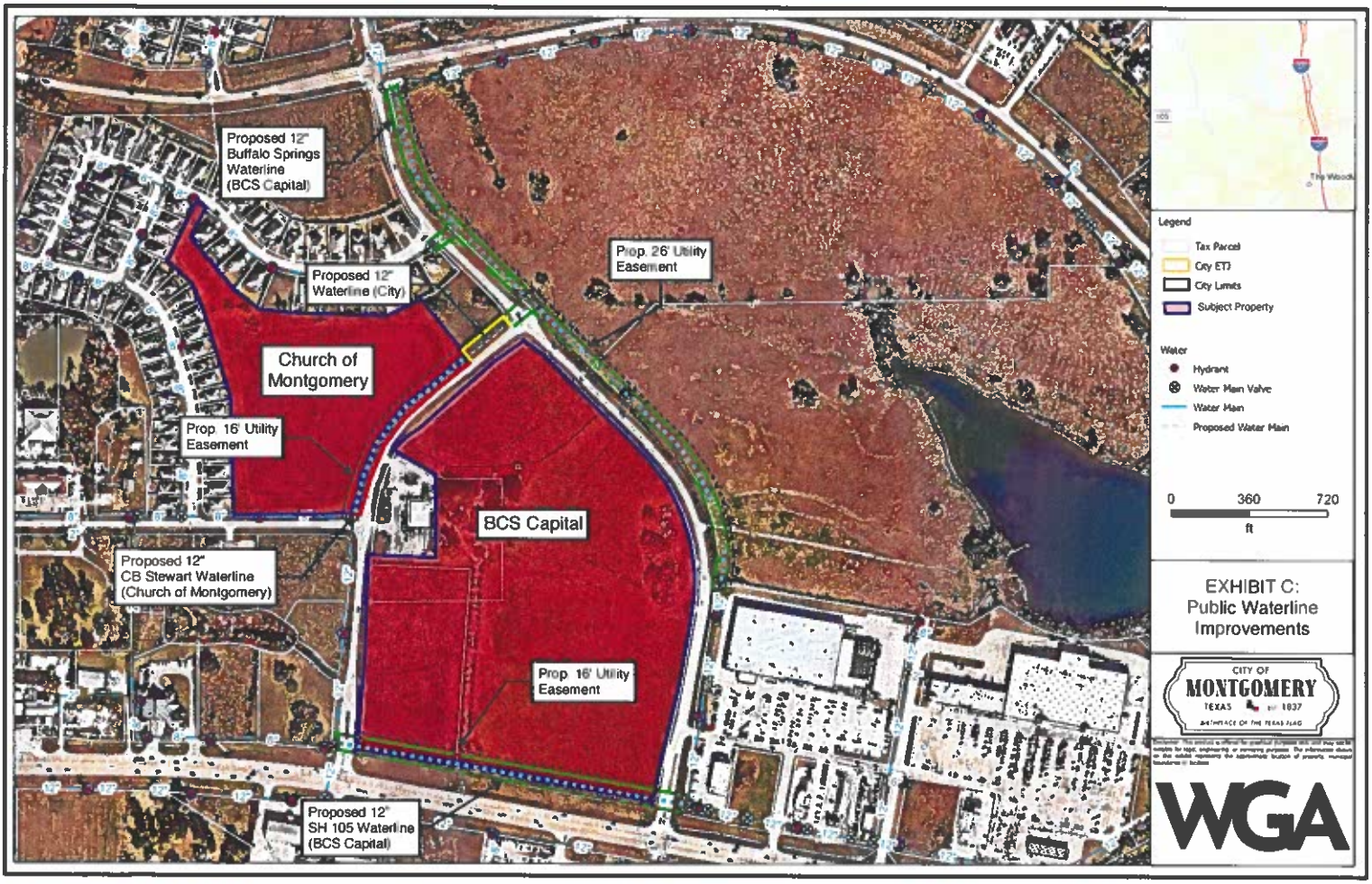

Proposed 12" Buffalo Springs Waterline (BCS Capital)
Proposed 12" Waterline (City)
Prop. 26' Utility Easement
Church of Montgomery
Prop. 16' Utility Easement
BCS Capital
Proposed 12" CB Stewart Waterline (Church of Montgomery)
Prop. 16' Utility Easement
Proposed 12" SH 105 Waterline (BCS Capital)
Legend
Tax Parcel
City ETJ
City Limits
Subject Property
Water
Hydrant
Water Main Valve
Water Main
Proposed Water Main
0
360
720
ft
EXHIBIT C:
Public Waterline Improvements
CITY OF MONTGOMERY
TEXAS
1837
WGA

EXHIBIT "D"

PUBLIC SIDEWALK EXTENSION

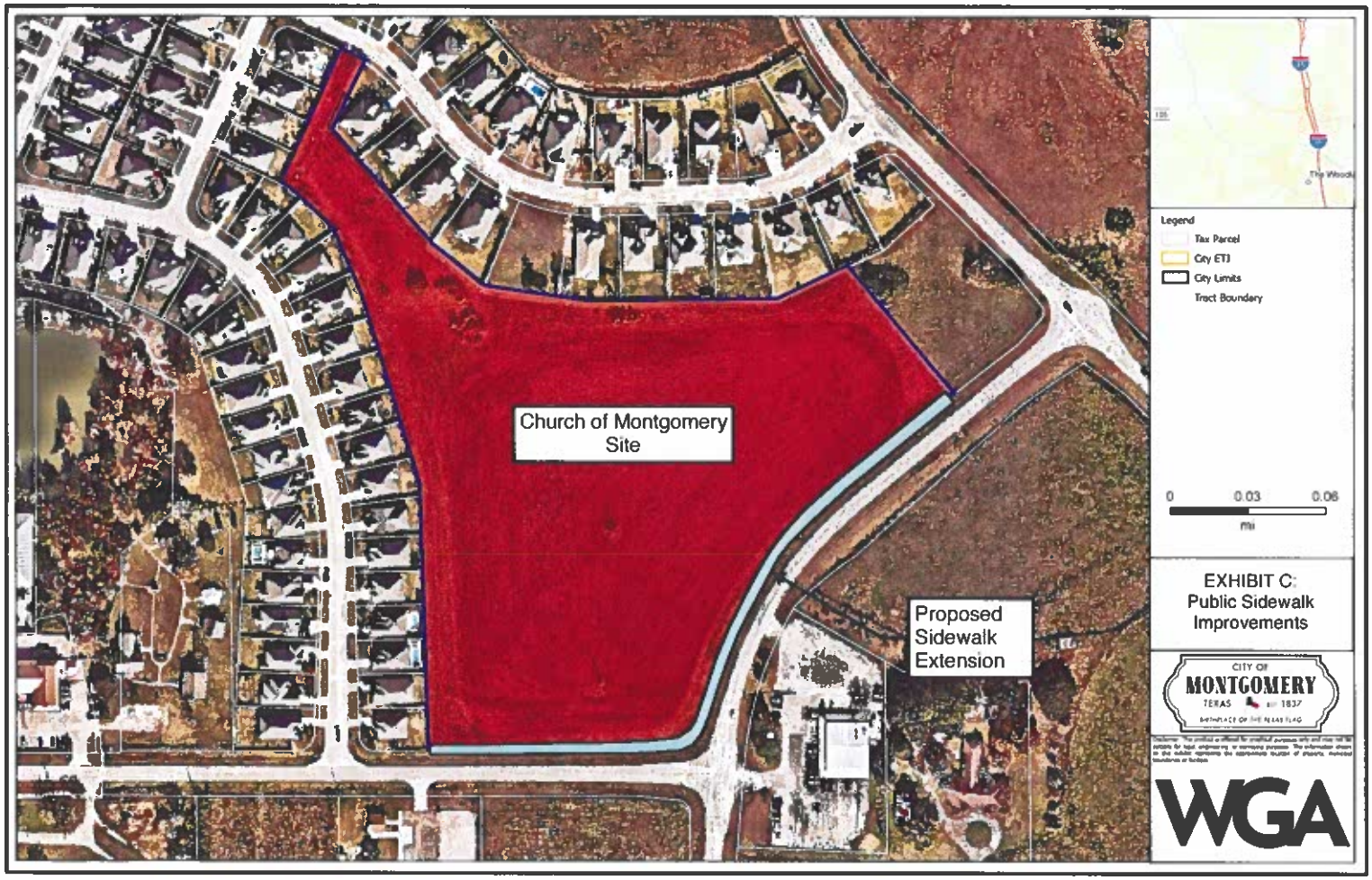

Church of Montgomery Site
Proposed Sidewalk Extension
Legend
Tax Parcel
City ETJ
City Limits
Tract Boundary
0
0.03
0.06
mi
EXHIBIT C:
Public Sidewalk Improvements
CITY OF
MONTGOMERY
TEXAS
1837
WGA

EXHIBIT "E"

COST ESTIMATE

WGA

Preliminary Cost Estimate

Buffalo Springs and CB Stewart Public Infrastructure Improvements

City of Montgomery

7/2/2025

Item No.	Description	Quantity	Unit	Unit Price	Cost
General					
1	Mobilization, Bonds, and Insurance	1	LS	$ 35,000	$ 35,000
2	Construction Staking	1	LS	7,500	7,500
3	Trench Safety System	6,070	LF	2	12,100
4	SWPPP	1	LS	10,000	10,000
5	Traffic Control Plan	1	LS	15,000	15,000
6	Site Restoration	1	LS	10,000	10,000
				Total General Costs	***$ 89,600***
Waterline - Church of Montgomery					
7	12-Inch C900 PVC Waterline (Open Cut Construction)[5]	800	LF	100	80,000
8	12-Inch Gate Valve	2	EA	2,500	5,000
9	12-Inch Wet Connect & Removal of Plug and Clamp	1	EA	2,000	2,000
10	Hydrants	2	EA	8,000	16,000
				Total Church of Montgomery Costs	***$ 103,000***
Waterline - BCS Capital					
11	12-Inch C900 PVC Waterline (Open Cut Construction)	3,550	LF	100	355,000
12	Additional Cost for 16-Inch Steel Casing via Jack & Bore	470	LF	225	105,800
13	12-Inch Gate Valve	9	EA	2,500	22,200
14	12-Inch Wet Connect & Removal of Plug and Clamp	5	EA	2,000	10,000
15	Hydrants	9	EA	8,000	72,000
				Total BCS Capital Costs	***$ 565,000***
Sanitary Sewer - BCS Capital					
15	8" PVC Sanitary Sewer (Open Cut Construction)	2,230	LF	100	223,000
16	Additional Cost for 16-Inch Steel Casing (Trenchless Construction)	240	LF	225	54,000
17	4' Sanitary Sewer Manhole	6	EA	10,000	55,800
18	Demolition of Lift Station No. 12	1	LS	12,000	12,000
19	Core into Existing Manhole	1	EA	2,000	2,000
				Total BCS Capital Costs	***$ 346,800***
Waterline - City					
16	12-Inch C900 PVC Waterline (Open Cut Construction)	200	LF	100	20,000
17	12-Inch Gate Valve	1	EA	2,500	1,300
18	12-Inch Wet Connect & Removal of Plug and Clamp	1	EA	2,000	2,000
19	Hydrants	1	EA	8,000	4,000
				Total City Costs	***$ 27,300***

Construction Subtotal	**$ 1,132,000**
Contingencies (15%)	$ 170,000
Engineering - Preliminary, Design, and Bidding	$ 80,000
Construction Administration and Inspection	$ 45,000
Fees and Expenses	$ 5,000
Construction Materials Testing	$ 15,000
Total	**$ 1,447,000**
Church of Montgomery Pro Rata Share	**$ 170,700**
BCS Capital Pro Rata Share	**$ 1,233,600**
City Pro Rata Share	**$ 42,700**

Notes:

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

(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.

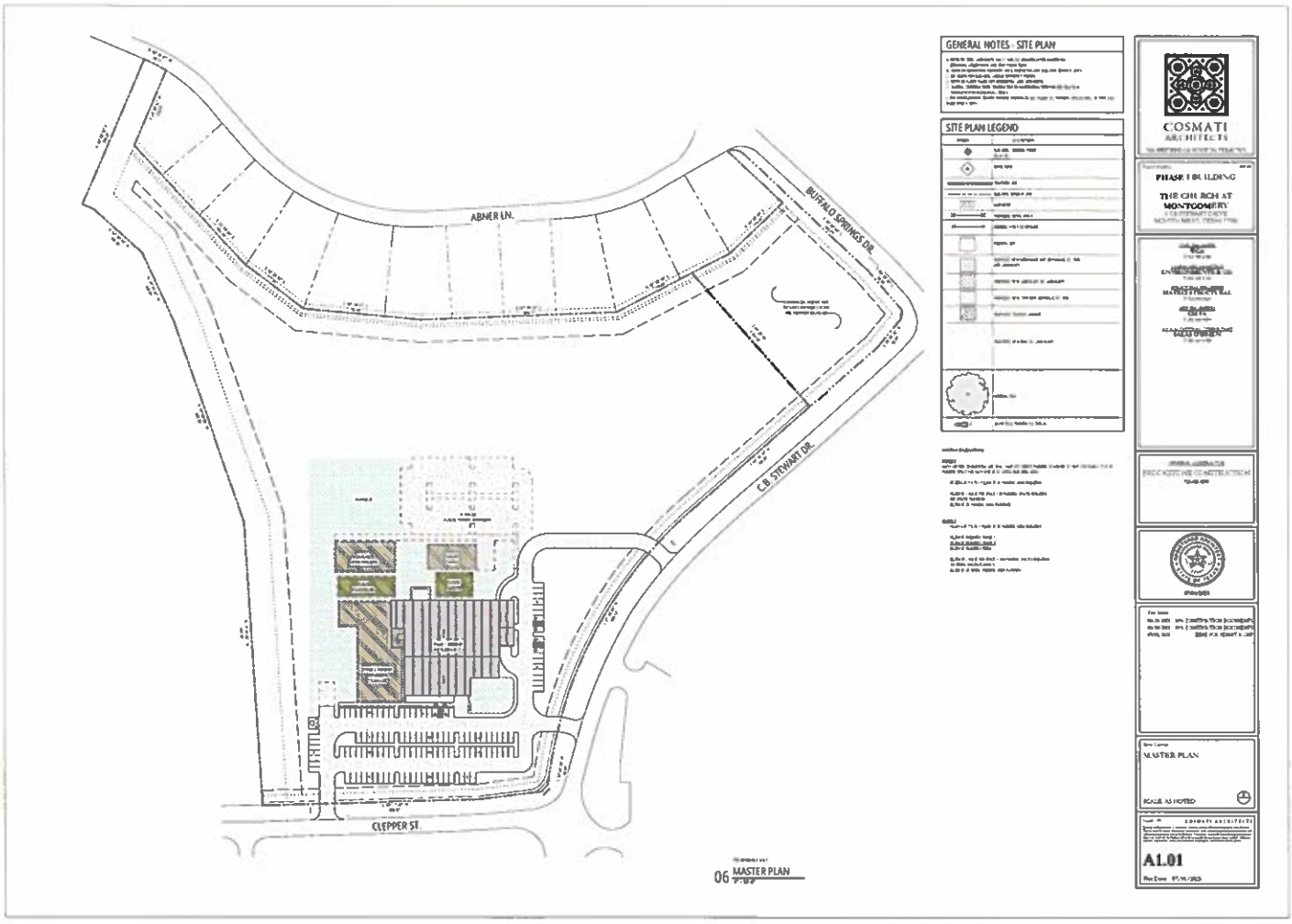
(3) This includes reproduction, advertising expenses, and other miscellaneous reimbursable costs.

(4) Amounts to be funded by each party will be based on pro-rata share of the total linear footage of the proposed utility extensions.

(5) Due to the proposed demand of the Church of Montgomery an 8" waterline will be required. The City is requesting to upsize this line to 12" to assist with projected future demand in the area.

EXHIBIT "F"

MASTER GENERAL LAND PLAN


ABNER LN.
BUFFALO SPRINGS DR.
C.B. STEWART DR.
CLEPPER ST.
06 MASTER PLAN
GENERAL NOTES - SITE PLAN
SITE PLAN LEGEND
COSMATI
ARCHITECTS
PHASE I BUILDING
MASTER PLAN
SCALE: AS NOTED
A1.01

Montgomery City Council
AGENDA REPORT

Meeting Date: 8/12/2025	**Budgeted Amount:** NONE
Department: Administration	**Prepared By: WGA**

Subject

Consideration and Possible Action on the BCS Capital Development Agreement (Dev. No 2415).

Recommendation

City Council authorize the Mayor to execute the Development Agreement as presented or provide comments for further revision.

Discussion

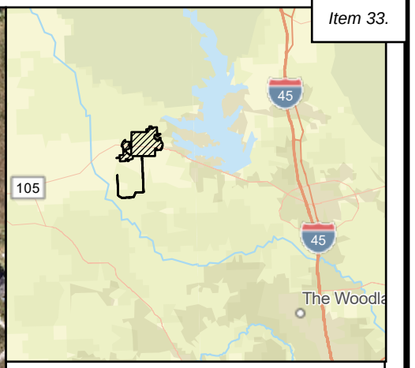
The Development Agreement and supporting documents are attached.

The BCS Development is approximately 38-acres located along the frontage of SH 105, between Buffalo Springs Drive and CB Stewart Drive. See the attached exhibit for the approximate development location.

Approved By

City Staff	Ruby Beaven	Date: 07/30/2025





Legend

- City Limits
- Extraterritorial Jurisdictions

Tract Boundaries

- BCS Capital Development Location

BCS Capital
Development Location

CITY OF
MONTGOMERY
TEXAS EST 1837
BIRTHPLACE OF THE TEXAS FLAG

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

WGA

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MONTGOMERY, TEXAS AND BCS MONTGOMERY LLC DEVELOPMENT NO. 2415

This DEVELOPMENT AGREEMENT (the "Agreement") is entered into between BCS MONTGOMERY LLC, a Texas limited liability company, its successors or assigns ("Developer"), and THE CITY OF MONTGOMERY, TEXAS ("City") to be effective on the date on _____, 2025 (the "Effective Date").

RECITALS

Developer owns or intends to acquire approximately 39 acres of land located within Montgomery County, Texas (the "Tract"). The Tract will be composed of (i) approximately 27.916 acres of land ("Tract I") located inside the corporate limits of the City, and (ii) approximately 11.084 acres of land ("Tract II") located inside the corporate limits of the City.

Developer intends to develop Tract I for commercial purposes and intends to Develop Tract II for multi-family purposes. The City will provide water and sanitary sewer service to the Tract.

The City is a Type A general-law municipality with all powers granted by the Constitution and laws of the State of Texas with respect to such municipalities.

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

AGREEMENT

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

ARTICLE I. DEFINITIONS AND EXHIBITS

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

City means the City of Montgomery, Texas.

Developer means BCS Montgomery LLC, a Texas limited liability company, its successors or assigns.

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

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

Parties means the City and Developer, collectively.

Tract means the approximately 39 acres of land to be developed by Developer, as described in **Exhibit A** attached hereto and incorporated herein.

Tract I means the approximately 27.916 acres of land to be developed by Developer for commercial purposes, as described in **Exhibit B** attached hereto and incorporated herein.

Tract II means the approximately 11.084 acres of land to be developed by Developer for multi-family purposes, as described in **Exhibit C** attached hereto and incorporated herein.

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

Exhibit A	Metes and Bounds Description of the Tract
Exhibit B	Metes and Bounds Description of Tract I
Exhibit C	Metes and Bounds Description of Tract II
Exhibit D	Public Waterline Extension (Off-Site)
Exhibit E	Public Sanitary Sewer Extension (Off-Site)
Exhibit F	Public Utility Extension (On-Site)
Exhibit G	Roadway Improvements
Exhibit H	Linear Cost Estimate
Exhibit I	Master General Land Plan
Exhibit J	380 Agreement

ARTICLE II

DEVELOPMENT OBLIGATIONS

Section 2.1. Utilities.

a. *Water, Sanitary Sewer and Drainage Facilities*. The Parties agree that all water, sanitary sewer and drainage facilities to serve the Tract, whether on the Tract or off-site, will be constructed in accordance with the applicable City regulations and ordinances, including the City of Montgomery Code of Ordinances, as amended (the "City Code"). The City will provide retail water and sanitary sewer service to customers within the Tract(s). Following acceptance by the City, the water and sanitary sewer infrastructure will be owned, operated, and maintained by the City per normal practice. The City agrees to provide the Tract with its ultimate requirements for wastewater treatment and water capacity, as further described herein.

b. *Water Supply Facilities*. The Parties acknowledge that the Tract will be developed in phases with ultimate water requirements of 88,725 gpd to serve approximately 296 ESFC connections. The City agrees that it will have the capacity in its water treatment system to serve the Tract; however, Developer is required to fund the construction of certain improvements to the City's water supply system in order to provide sufficient service to the Tract.

i. **Waterlines**.

1. Tract I (Commercial): The City agrees to design and construct, at Developer's expense, an off-site 12-inch waterline which will connect to the City's existing 12-inch waterline ending on Buffalo Springs Drive to Lone Star Parkway as well as the extension of a 12-inch waterline along State Highway 105 from Buffalo Springs Drive to serve Tract I as shown on **Exhibit D** (the "Buffalo Springs and SH-105 Waterlines"). The Buffalo Springs and SH-105 Waterlines will be sized to serve the Tract; will be deemed to be public facilities; and will be constructed in public right of way or a non-exclusive easement area granted by Developer to the City and, to the extent necessary, the City will be responsible for acquiring any necessary public right of way or easement required for the construction of the Buffalo Springs and SH-105 Waterlines.

2. Tract II (Multi-Family): Developer agrees to design and construct, at its expense, the connection required to serve Tract II as shown on **Exhibit F** (the "On-Site Waterline")

by extending a waterline north through Tract I of the development. The On-Site Waterline will be sized to serve Tract II and will be deemed to be public facilities; and will be constructed in a non-exclusive easement area granted by Developer to the City. The final layout of the On-Site Waterline will be approved by the City prior to any construction of the On-Site Waterline.

ii. **Funding**.

1. Tract I (Commercial): The City will provide Developer with a cost estimate of the design, engineering, and construction costs of the Buffalo Springs and SH-105 Waterlines, and upon presentation of such estimate, Developer agrees to deposit with the City its pro rata share of the funds due for the design (including preliminary design, design, topographic survey, reimbursable expenses, and bid phase services) of the Buffalo Springs and SH-105 Waterlines. The Linear Cost Estimate is attached hereto as **Exhibit H**. The City will be responsible for bidding the Buffalo Springs and SH-105 Waterlines in accordance with competitive bidding laws. Developer shall have the right to review all bids received for the construction of the Buffalo Springs and SH-105 Waterlines, approve the award of the construction contract for the Buffalo Springs and SH-105 Waterlines, and review and approve all pay estimates and change orders related thereto. Upon approval of bids, Developer will deposit its pro rata share of the amount of the accepted bid plus ten percent (10%) contingencies, and the estimated cost for construction administration, inspection, construction staking, and construction materials testing, with the City. The City will keep accurate records of Developer's deposits and Buffalo Springs and SH-105 Waterlines costs, and the City will make such records available for Developer's inspection upon request. Within forty-five (45) days after the City's acceptance of the Buffalo Springs and SH-105 Waterlines, the City shall perform a reconciliation and final accounting and shall reimburse Developer any unpaid funds under the escrow account, less $3,000.00 which the City will hold in escrow to cover the estimated cost for completion of the one-year warranty inspection to be conducted by the City Engineer. After completion of the one-year warranty and action by the City Council to officially end the warranty period, the City shall perform a reconciliation and final accounting within

forty-five (45) days and shall reimburse Developer any unused funds.

2. Tract II (Multi-Family): The City will provide Developer a cost estimate of inspection costs related to the On-Site Waterline, and upon presentation of such estimate and Developer's approval of the same (such approval not to be unreasonably withheld), Developer agrees to deposit with the City the funds due for the inspection services of the On-Site Waterline. The City will keep accurate records of Developer's deposits and On-Site Waterline inspection costs, and the City will make such records available for Developer's inspection upon request. Within forty-five (45) days of City acceptance of the On-Site Waterline, the City shall perform a reconciliation and final accounting and reimburse Developer any unpaid funds under the escrow account, less $3,000.00 which the City will hold in escrow to cover the estimated cost for completion of the one-year warranty inspections to be conducted by the City Engineer. After completion of the one-year warranty and action by the City Council to officially end the warranty period, the City shall perform a reconciliation and final accounting within forty-five (45) days and shall reimburse Developer any unused funds.

iii. **Timing**. The City is obligated to being design of the Buffalo Springs and SH-105 Waterlines upon the mutual execution of this Agreement and receipt of Developer's deposit of the pro rata share of the Design Phase deposit, and is obligated to commence construction of the Buffalo Springs and SH-105 Waterlines within six (6) months after the Effective Date and receipt of the Developer's pro rata share of the required Construction Phase deposit of this Agreement. Developer and the City understand that there are certain factors outside of both Developer's and City's control. Developer agrees to timely fund such design and construction. In the event that the City does not timely commence design and/or construction of the Buffalo Springs and/or SH-105 Waterlines in accordance with this Agreement, or once commenced diligently complete the same, the City agrees that Developer may design and construct the Buffalo Springs and/or SH-105 Waterlines to meet its development needs as stated in Section 2.1(e) below.

iv. **Ownership.**

1. Tract I (Commercial): The City will accept the Buffalo Springs and SH-105 Waterlines for ownership and

operation, subject only to a one-year maintenance bond to be enforceable by the City from the contractor once the Buffalo Springs and SH-105 Waterlines have been constructed, inspected and all punchlist items have been addressed as confirmed by the City Engineer.

2. Tract II (Multi-Family): The City will accept the On-Site Waterline for ownership and operation subject to a one-year maintenance bond to be enforceable by the City from the contractor once the On-Site Waterline has been constructed, inspected and all punchlist items have been addressed as confirmed by the City Engineer. Upon acceptance of the On-Site Waterline, Developer shall provide the City with as-built drawings in both digital and pdf format.

c. *Wastewater Treatment Facilities*. The Parties acknowledge that the Tract will be developed in phases with ultimate wastewater requirements of 73,950 gpd to serve approximately 370 ESFC connections. The City agrees that it will have permitted capacity in its wastewater treatment system to serve the Tract; however, Developer is required to fund the construction of certain improvements to the City's wastewater supply system in order to serve the Tract.

i. **Sanitary Sewer Lines**.

1. Tract I (Commercial): The City shall be responsible for the extension of an 8" gravity sanitary sewer line along SH-105 and tie into existing Lift Station No. 12, at Developer's expense, as also shown in **Exhibit E** (the "SH-105 Sanitary Sewer Line"). The SH-105 Sanitary Sewer Line will be sized to serve the Tract; will be deemed to be public facilities; and will be constructed in public right of way or a non-exclusive easement area granted by Developer to the City and, to the extent necessary, the City will be responsible for acquiring any necessary public right of way or easement required for the construction of the SH-105 Sanitary Sewer Line.

2. Tract II (Multi-Family): Developer agrees to design and construct, at its expense, the connection required to serve the Tract II as shown on **Exhibit F** (the "On-Site Sanitary Sewer Line") by extending a sanitary sewer line north through Tract I of the development. The On-Site Sanitary Sewer Line will be sized to serve the Tract II and will be deemed to be public facilities; and will be constructed in a non-exclusive easement area granted by Developer to the

City. The final layout of the On-Site Sanitary Sewer Line will be approved by the City prior to any construction of the On-Site Sanitary Sewer Line.

ii. **Funding**.

1. Tract I (Commercial): The City will provide Developer with a cost estimate of the design, engineering, and construction costs of the SH-105 Sanitary Sewer Line, and upon presentation of such estimate, Developer agrees to deposit with the City its pro rata share of the funds due for the design (including preliminary design, design, topographic survey, reimbursable expenses, and bid phase services) of the SH-105 Sanitary Sewer Line. The Linear Cost Estimate is attached hereto as **Exhibit H**. The City will be responsible for bidding the SH-105 Sanitary Sewer Line in accordance with competitive bidding laws. Developer shall have the right to review all bids received for the construction of the SH-105 Sanitary Sewer Line, approve the award of the construction contract for the SH-105 Sanitary Sewer Line, and review and approve all pay estimates and change orders related thereto. Upon approval of bids, Developer will deposit its pro rata share of the accepted bid plus ten percent (10%) contingencies of the estimated cost for construction administration, inspection, construction staking, and construction materials testing, with the City. The City will keep accurate records of Developer's deposits and the SH-105 Sanitary Sewer Line costs and the City will make such records available for Developer's inspection upon request. Within forty-five (45) days after the City's acceptance of the SH-105 Sanitary Sewer Line, the City shall perform a reconciliation and final accounting and shall reimburse Developer any unpaid funds under the escrow account, less $3,000.00 which the City will hold in escrow to cover the estimated cost for completion of the one-year warranty inspection to be conducted by the City Engineer. After completion of the one-year warranty and action by the City Council to officially end the warranty period, the City shall perform a reconciliation and final accounting within forty-five (45) days and shall reimburse Developer any unused funds.

2. Tract II (Multi-Family): The City will provide Developer a cost estimate of inspection costs related to the On-Site Sanitary Sewer Line, and upon presentation of such estimate and Developer's approval of the same (such

approval not to be unreasonably withheld), Developer agrees to deposit with the City the funds due for the inspection services of the On-Site Sanitary Sewer Line. The City will keep accurate records of Developer's deposits and On-Site Sanitary Sewer Line inspection costs, and the City will make such records available for Developer's inspection upon request. Within forty-five (45) days of City acceptance of the On-Site Sanitary Sewer Line, the City shall perform a reconciliation and final accounting and reimburse Developer any unpaid funds under the escrow account, less $3,000.00 which the City will hold in escrow to cover the estimated cost for completion of the one-year warranty inspections to be conducted by the City Engineer. After completion of the one-year warranty and action by the City Council to officially end the warranty period, the City shall perform a reconciliation and final accounting within forty-five (45) days and shall reimburse Developer any unused funds.

iii. **Timing**. The City is obligated to being design of the SH-105 Sanitary Sewer Line upon the mutual execution of this Agreement and receipt of Developer's pro rata share of the Design Phase services deposit, and is obligated to commence construction of the SH-105 Sanitary Sewer Line within six (6) months after the Effective Date of this Agreement and receipt of the Developer's Pro Rata share of the Construction Phase services. Developer and the City understand that there are certain factors outside of both Developer's and City's control. Developer agrees to timely fund such design and construction. In the event that the City does not timely commence design and/or construction of the SH-105 Sanitary Sewer Line in accordance with this Agreement, or once commenced diligently complete the same, the City agrees that Developer may design and construct the SH-105 Sanitary Sewer Line to meet its development needs as stated in Section 2.1(e) below.

iv. **Ownership.**

1. Tract I (Commercial): The City will accept the SH-105 Sanitary Sewer Line for ownership and operation, subject only to a one-year maintenance bond to be enforceable by the City from the contractor once the SH-105 Sanitary Sewer Line has been constructed, inspected and all punchlist items have been addressed as confirmed by the City Engineer.

2. Tract II (Multi-Family): The City will accept the On-Site Sanitary Sewer Line for ownership and operation subject to a one-year maintenance bond to be enforceable by the City from the contractor once the On-Site Sanitary Sewer Line has been constructed, inspected and all punchlist items have been addressed as confirmed by the City Engineer. Upon acceptance of the On-Site Sanitary Sewer Line, Developer shall provide the City with as-built drawings in both digital and pdf format.

d. *Drainage Facilities*. Developer will submit and receive approval for a drainage study from the City showing that the Tract has no impact on the drainage downstream from the Tract or to the adjacent properties prior to the commencement of construction. Any revisions to the drainage study must be submitted to the City for review and approval (such approval not to be unreasonably withheld, delayed, or conditioned). All drainage and detention facilities must be designed and constructed in accordance with the City Code and the City's floodplain regulations and any applicable Montgomery County Drainage Criteria Manual Standards. All on-site storm sewer systems will be designated as private facilities and will not be accepted by the City upon completion. Any detention ponds will not be accepted by the City but owned and maintained by Developer or a property owners' association created by Developer. Developer is responsible for providing engineering plans and specifications for the drainage and detention system interior to the Tract to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council, and development approvals and permits.

e. *Impact Fees*. Subject to the provisions of Section 2.1(b)(iii) and Section 2.1(c)(iii) above, Developer agrees to pay all City adopted impact fees for water supply facilities and wastewater treatment facilities ("Impact Fees") in accordance with the City's adopted capital improvements plan. Developer will be assessed and pay Impact Fees at the time of the City's approval of the final plat for each section.

Section 2.2. Roadway Improvements. The Parties acknowledge that certain Roadway Improvements will be made to Buffalo Springs Dr. and CB Stewart Dr. As required by this Development Agreement, Developer agrees to fund a geotechnical report and supply a Traffic Impact Analysis ("TIA"). The final scope of roadway improvements will be based on the results of the geotechnical analysis and TIA.

a. Roadway Improvements

1. **Buffalo Springs Drive Roadway Improvements**: The City agrees to design and construct, at Developer's expense, certain improvements to Buffalo Springs Drive, including sidewalks, removing and replacing existing asphalt roadway with a concrete roadway from the existing end of

the concrete roadway near the northern boundary of the Home Depot site to the north side of the intersection between Buffalo Springs Drive and CB Stewart Drive (the "Buffalo Springs Drive Roadway Improvements"). The Buffalo Springs Drive Roadway Improvements are shown on **Exhibit G**.

2. **South CB Stewart Drive Roadway Improvements**: The City agrees to design and construct, at Developer's expense, certain improvements to CB Stewart Drive, including sidewalks, removing and replacing existing asphalt roadway with a concrete roadway from SH-105 to the south boundary of Clepper Street (the "CB Stewart Drive Roadway Improvements (South)"; the Buffalo Springs Drive Roadway Improvements and the CB Stewart Drive Roadway Improvements (South) are collectively referred to as the "Roadway Improvements") subject to the results of the TIA and geotechnical analysis. The CB Stewart Drive Roadway Improvements (South) are shown on **Exhibit G**.

b. **Funding**.

1. Initial Preliminary Deposit: The City agrees to provide Developer with a cost estimate of the preliminary design and geotechnical report. Upon presentation of such estimates, Developer agrees to deposit with the City the funds due for the preliminary design and geotechnical report (the "Initial Preliminary Deposit").

2. Design Phase Deposit: Upon completion of the geotechnical report and the TIA, to be supplied by Developer, the City at that time will provide a cost estimate of the design and bid phase services of the Roadway Improvements (the "Design Phase Deposit").

3. Construction Phase: The City will be responsible for bidding the Roadway Improvements in accordance with competitive bidding laws. Upon approval of bids, Developer will deposit the accepted bid plus ten percent (10%) contingencies the estimated cost for construction administration, inspection, construction staking, construction materials testing, with the City (the "Construction Phase Deposit"). Developer shall have the right to review all bids received for the construction of the Roadway Improvements, approve the award of the construction contract for the Roadway Improvements, and review and approve all pay estimates and change orders related thereto. The City will

keep accurate records of Developer's deposits and Roadway Improvements costs, and the City will make such records available for Developer's inspection upon request. Within forty-five (45) days after the City's acceptance of the Roadway Improvements, the City shall perform a reconciliation and final accounting and shall reimburse Developer any unpaid funds under the escrow account.

c. **Timing**

1. Preliminary Design Phase: Within fifteen (15) days of written request of the City, Developer shall deposit the Initial Preliminary Deposit. Upon receipt of funds, the City will release the geotechnical. Upon receipt of the geotechnical recommendations and the TIA, to be supplied by Developer, the City will provide a final scope, and cost of design phase services to the Developer.

2. Final Design Phase: Upon completion of Preliminary Design Phase, the City will submit a written request for the required Design Phase and Bid Phase services to Developer. Within fifteen (15) days of written request of the City, Developer shall deposit the Design Phase Deposit. Upon receipt of the Design Phase Deposit, the City will begin design of the required Roadway Improvements.

3. Construction Phase: Upon completion of design and receipt of all required agency approvals, the City will bid the Roadway Improvements. Upon receipt of bids, Developer agrees to deposit the Construction Phase Deposit within fifteen (15) days of written receipt from the City on the award of the project.

d. **Ownership.**

The City will accept such roadway improvements for ownership and operation subject to a one-year maintenance bond to be enforceable by the City from the contractor once the roadway has been constructed, inspected and all punchlist items have been addressed as confirmed by the City Engineer.

ARTICLE III.

Section 3.1. Reimbursement. The Parties shall enter into a 380 agreement, in the form attached hereto as **Exhibit J** and incorporated herein (the "380 Agreement"), to reimburse Developer up to Four Million Eight Hundred Thousand and No/100 Dollars ($4,800,000.00) for Developer's funding of the Facilities (collectively, the "Reimbursement"). The Reimbursement will be paid out over a term not to exceed ten (10) years from the Effective Date of this Agreement. The Reimbursement amount shall be paid back from the annual sales revenue received from the development by 95% of the annual sales revenue received by the City and 50% of the annual revenue received by the Montgomery Economic Development

Corporation. The Developer will also be eligible to reimbursement for their pro rata share of the extension of the Buffalo Springs Waterline as outlined by Section 90-109 of the City's Code of Ordinances. Should the Developer collect its pro rata share from a future Developer as outlined by the City's Code of Ordinances, this amount shall be reduced from the total Reimbursement to be paid by the City.

ARTICLE IV

DEFAULT AND TERMINATION

Section 4.1. Material Breach of Agreement. It is the intention of the parties to this Agreement that the Tract be developed in accordance with the terms of this Agreement.

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

The Parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. By way of example only and without limitation, a material breach of this Agreement by the City shall be deemed to have occurred in any of the following instances:

(i) An attempt by the City to delay or limit reimbursement to Developer in violation of the provisions of this Agreement and/or the Economic Development Incentive Agreement; or

(ii) An attempt by the City to enforce any provisions of the City Code within the Tract that is inconsistent with the terms and conditions of this Agreement.

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

Section 4.2. Notice of Developer's Default.

a. The City shall notify Developer in writing of an alleged failure by Developer to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. Developer shall, within thirty (30) days after receipt of the notice or a longer period of time as the City may specify in the notice, either cure the alleged failure or, in a

written response to the City, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

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

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

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

Section 4.3. Notice of City's Default.

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

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

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

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

Section 4.4. Remedies. In addition to all the rights and remedies provided under the laws of the State of Texas, because of the peculiar damage each party hereto might suffer by virtue of a default by another party, each party shall be entitled to the equitable remedy of specific performance or mandamus, as well as all other legal and equitable remedies available.

ARTICLE V.

CITY'S ACKNOWLEDGEMENT TO REZONING

Section 5.1 Acknowledgement to Rezoning of Tract II. On or before the Effective Date of this Agreement, Developer shall submit to the City its petition to rezone Tract II from Commercial to Multi-Family. The City hereby agrees that it shall support a resolution rezoning Tract II from Commercial to Multi-Family and hereby agrees that it shall cooperate with Developer to obtain all required Planning and Zoning Commission and City Council approvals on such terms acceptable to Developer. Additionally, the City hereby agrees that it shall support a variance establishing a parking ratio for Tract II of 1.5 spaces per unit and a parking ratio for Tract I of 4 spaces per 1,000 square feet of leasable square footage.

ARTICLE VI.

MISCELLANEOUS

Section 6.1. Sale of Tract; Assignability. Any agreement by Developer to sell the entirety or any portion of the Tract to a person intending to develop the tract or such portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract to such Successor Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Developer. Notwithstanding the foregoing, the City hereby acknowledges that Developer intends to sell Tract II pursuant to that certain Purchase and Sale Agreement dated April 25, 2025 (as may be amended and assigned, the "Tract II PSA"), by and between Developer, as seller, and Morgan PRL Development LLC, a Texas limited liability company (together with its successors and assigns under the Tract II PSA, "Morgan"). In no event shall Morgan be deemed a Successor Developer under this Agreement. In addition, this Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of parcels out of the Tract. This Agreement is assignable upon written notice to the City; such notice of assignment shall be given within thirty (30) days of an assignment and such notice shall include evidence that the assignee has assumed the obligations under this Agreement.

Section 6.2. Force Majeure. In the event a party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other parties as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

The term "force majeure" as used herein shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy or of

terrorism, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, suspension of issuance of permits by environmental agencies outside the control of any party, explosions, breakage or damage to machinery or pipelines and any other inabilities of any party, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

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

Section 6.4. No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 6.5. Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advise (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to another (except bills), must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited. Notice given in any such other manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

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

With a copy to City attorney:

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

If to Developer, to:

BCS Montgomery LLC
Attn: Jack Burgher, Partner
1940 Fountain View Drive, Suite 220
Houston, Texas 77057

With a copy to:

Acuff & Associates, PLLC
2340 Lipscomb Street
Fort Worth, Texas 76110

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

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

Section 6.7. Severability. The provisions of this Agreement are severable, and if any part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of part of this Agreement to other persons or circumstances shall not be affected thereby.

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

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

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

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

(Signature Pages to Follow)

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

BCS MONTGOMERY LLC,
a Texas limited liability company

By: BCS Capital Management LLC,
its Manager

By: _____
Name: Robert Cannon
Title: Manager
Date: August 5, 2025

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me this 5th day of August, 2025, by Robert Cannon, Manager of BCS Capital Management LLC, a Texas limited liability company, the Manager of BCS Montgomery LLC, a Texas limited liability company.

_____
Notary Public, State of Texas

(NOTARY SEAL)



CITY OF MONTGOMERY, TEXAS

_____
Sara Countryman, Mayor

ATTEST:

_____
Name: Ruby Beaven
Title: City Secretary

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this _____day of July 2025, by Sara Countryman, Mayor, City of Montgomery, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION OF THE TRACT

Tract I:
County: Montgomery
Project: 20500 Eva St Montgomery
M&B No: 24-226(r)
CS Job No: 24222

METES AND BOUNDS DESCRIPTION OF A 32.409 ACRE TRACT

Being a tract of land containing 32.409 acres, located in the John Corner Survey, Abstract Number 9, in Montgomery County, Texas; Said 32.409 acres being out of a called 84.10 acre tract of land recorded in the name of Mara Moja Holdings, LLC in Montgomery County Clerk's File (M.C.C.F.) Number 2004110206 and being out of Restricted Reserve "B" of Mara Mojaville, a subdivision recorded in Cabinet "Z", Sheet 1624, of the Montgomery County Map Records (M.C.M.R.); Said 32.409 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System of 1983, Central Zone):

BEGINNING, at a 5/8-inch iron rod found at the north corner of Restricted Reserve "A" of said Mara Mojaville on the southeast Right-of-Way (R.O.W.) line of C.B. Stewart Drive (width varies per Cabinet "Y", Sheet 51, of the M.C.M.R.);

THENCE, with the southeast R.O.W. line of said C.B. Stewart Drive the following three (3) courses:

1. 205.87 feet along the arc of a curve to the right, having a radius of 610.00 feet, a central angle of 19° 20' 11", and a chord that bears North 38° 16' 00" East, a distance of 204.89 feet to a 5/8-inch iron rod found for a point of tangency;

2. North 47° 56' 06" East, a distance of 396.03 feet to a 5/8-inch iron rod found for an angle point;

3. North 54° 32' 00" East, a distance of 71.22 feet to a 5/8-inch iron rod found for the west corner of a transition line from the southeast R.O.W. line of said C.B. Stewart Drive to the southwest R.O.W. line of Buffalo Springs Drive (width varies per Cabinet "Y", Sheet 51, of the M.C.M.R.);

THENCE, South 89° 13' 47" East, with said transition line, a distance of 16.46 feet to a 5/8-inch iron rod found for the east corner of said transition line;

THENCE, with the southwest and west R.O.W. lines of said Buffalo Springs Drive the following six (6) courses:

1. South 52° 59' 33" East, a distance of 95.45 feet to a 5/8-inch iron rod found for an angle point;

2. South 47° 27' 18" East, a distance of 545.16 feet to a 5/8-inch iron rod found for the beginning of a curve to the right;

3. 689.43 feet along the arc of a curve to the right, having a radius of 710.00 feet, a central angle of 55° 38' 08", and a chord that bears South 19° 38' 14" East, a distance of 662.66 feet to a 5/8-inch capped iron rod set for a point of tangency;

4. South 08° 10' 49" West, a distance of 285.23 feet to a 5/8-inch capped iron rod found for an angle point;

5. South 11° 32' 49" West, a distance of 340.59 feet to a 5/8-inch iron rod found for an angle point;

6. South 08° 10' 49" West, a distance of 146.53 feet to a 5/8-inch capped iron rod set at the northwest intersection of said Buffalo Springs Drive and State Highway 105 (width varies) on the south line of said 84.10 acre tract;

THENCE, North 81° 56' 46" West, with south line of said 84.10 acre tract and the north R.O.W. line of said State Highway 105, a distance of 793.09 feet to a 5/8-inch capped iron rod found for the southeast corner of a called 6.59 acre tract of land recorded in the name of AMJJ, LLC in M.C.C.F. Number 2013017790, from which a Texas Department of Transportation monument found for an angle point in the north line of said State Highway 105 bears North 81° 56' 46" West, a distance of 288.26 feet;

THENCE, North 01° 53' 11" East, through and across said 84.10 acre tract and said Restricted Reserve "B" and with the east line of said 6.59 acre tract, a distance of 776.31 feet to a 5/8-inch capped iron rod found for the northeast corner of said 6.59 acre tract;

THENCE, North 89° 22' 41" West, continuing through and across said 84.10 acre tract and said Restricted Reserve "B" and with the north line of said 6.59 acre tract, a distance of 388.34 feet to a 5/8-inch capped iron rod found for the northwest corner of said 6.59 acre tract on the southeast R.O.W. line of aforesaid C.B. Stewart Drive;

THENCE, North 02° 24' 12" East, with the west line of said Restricted Reserve "B" and the southeast R.O.W. line of said C.B. Stewart Drive, a distance of 30.01 feet to a 5/8-inch capped iron rod set at the northwest corner of said Restricted Reserve "B" and the southwest corner of Restricted Reserve "A" of said Mara Mojaville;

THENCE, South 89° 23' 37" East, with a line common to said Restricted Reserve "B" and said Restricted Reserve "A", a distance of 339.00 feet to a 5/8-inch capped iron rod set for an angle point;

THENCE, through and across said Restricted Reserve "B", the following two (2) courses:

1. North 04° 42' 11" West, a distance of 116.44 feet to a 5/8-inch capped iron rod set for an angle point;

2. North 34° 33' 56" West, a distance of 140.83 feet to a 5/8-inch capped iron rod set on the east line of said Restricted Reserve "A";

THENCE, with the lines common to said Restricted Reserve "A" and "B", the following two (2) courses:

1. North 02° 13' 14" West, a distance of 106.54 feet to a 5/8-inch iron rod found for the northeast corner of said Restricted Reserve "A";
2. **THENCE**, North 61° 57' 37" West, with the north line of said Restricted Reserve "A", a distance of 186.90 feet to the **POINT OF BEGINNING** and containing 32.409 acres of land.

Tract II:

County: Montgomery

Project: 20500 Eva St Montgomery
M&B No: 25-070
CS Job No: 24222

METES AND BOUNDS DESCRIPTION OF A 6.591 ACRE TRACT

Being a tract of land containing 6.591 acres, located in the John Corner Survey, Abstract Number 9, in Montgomery County, Texas; Said 6.591 acres being all of a called 6.59 acre tract of land recorded in the name of AMJJ, LLC in Montgomery County Clerk's File Number (M.C.C.F. No.) 2013017790; Said 6.591 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System of 1983, Central Zone):

BEGINNING, at a 5/8-inch iron rod found at the southwest corner of said 6.59 acre tract, same being the northeast intersection of State Highway 105 (width varies) and C.B. Stewart Drive (width varies per Cabinet "Y", Sheet 51, of the Montgomery County Map Records (M.C.M.R.)), for the southwest corner of the herein described tract;

THENCE, with the west lines of said 6.59 acre tract and with the east Right-of-Way (R.O.W.) line of said C.B. Stewart Drive, the following three (3) courses:

1. North 02° 19' 12" East, a distance of 152.89 feet to a 5/8-inch iron rod found at an angle point;

2. North 00° 32' 17" West, a distance of 400.50 feet to a 5/8-inch iron rod found at an angle point;

3. North 02° 24' 12" East, at a distance of 36.56 feet pass a 5/8-inch iron rod found at the southwest corner of Restricted Reserve "B" of Mara Mojaville, a subdivision recorded in Cabinet "Z", Sheet 1624, of the M.C.M.R., continuing with the west line of said Restricted Reserve "B" an overall distance of 182.09 feet to a 5/8-inch capped iron rod found at the northwest corner of said 6.59 acre tract and the herein described tract;

THENCE, South 89° 22' 41" East, with the north line of said 6.59 acre tract, through and across said Restricted Reserve "B", a distance of 388.34 feet to a 5/8-inch capped iron rod found at the northeast corner of said 6.59 acre tract and the herein described tract;

THENCE, South 01° 53' 11" West, with the east line of said 6.59 acre tract and continuing through and across said Restricted Reserve "B", at a distance of 126.76 feet pass the south line of said Restricted Reserve "B", same being an angle point in the remainder of a called 84.10 acre tract recorded in the name of Mara Moja Holdings, Ltd. in M.C.C.F. No. 2004110206, continuing an overall distance of 776.31 feet to a 5/8-inch capped iron rod found at the southeast corner of said 6.59 acre tract, on the north R.O.W. line of said State Highway 105, for the southeast corner of the herein described tract;

THENCE, with the south lines of said 6.59 acre tract, and with the north R.O.W. lines of said State Highway 105, the following two (2) courses:

1. North 81° 49' 28" West, a distance of 288.26 feet to a 5/8-inch iron rod with a Texas Department of Transportation aluminum disk found at an angle point;
2. North 87° 25' 36" West, a distance of 87.58 feet to the **POINT OF BEGINNING** and containing 6.591 acres of land.

EXHIBIT "B"
METES AND BOUNDS DESCRIPTION OF TRACT I

Tract I:
County: Montgomery
Project: 20500 Eva St Montgomery
M&B No: 24-226(r)
CS Job No: 24222

METES AND BOUNDS DESCRIPTION OF A 32.409 ACRE TRACT

Being a tract of land containing 32.409 acres, located in the John Corner Survey, Abstract Number 9, in Montgomery County, Texas; Said 32.409 acres being out of a called 84.10 acre tract of land recorded in the name of Mara Moja Holdings, LLC in Montgomery County Clerk's File (M.C.C.F.) Number 2004110206 and being out of Restricted Reserve "B" of Mara Mojaville, a subdivision recorded in Cabinet "Z", Sheet 1624, of the Montgomery County Map Records (M.C.M.R.); Said 32.409 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System of 1983, Central Zone):

BEGINNING, at a 5/8-inch iron rod found at the north corner of Restricted Reserve "A" of said Mara Mojaville on the southeast Right-of-Way (R.O.W.) line of C.B. Stewart Drive (width varies per Cabinet "Y", Sheet 51, of the M.C.M.R.);

THENCE, with the southeast R.O.W. line of said C.B. Stewart Drive the following three (3) courses:

1. 205.87 feet along the arc of a curve to the right, having a radius of 610.00 feet, a central angle of 19° 20' 11", and a chord that bears North 38° 16' 00" East, a distance of 204.89 feet to a 5/8-inch iron rod found for a point of tangency;

2. North 47° 56' 06" East, a distance of 396.03 feet to a 5/8-inch iron rod found for an angle point;

3. North 54° 32' 00" East, a distance of 71.22 feet to a 5/8-inch iron rod found for the west corner of a transition line from the southeast R.O.W. line of said C.B. Stewart Drive to the southwest R.O.W. line of Buffalo Springs Drive (width varies per Cabinet "Y", Sheet 51, of the M.C.M.R.);

THENCE, South 89° 13' 47" East, with said transition line, a distance of 16.46 feet to a 5/8-inch iron rod found for the east corner of said transition line;

THENCE, with the southwest and west R.O.W. lines of said Buffalo Springs Drive the following six (6) courses:

1. South 52° 59' 33" East, a distance of 95.45 feet to a 5/8-inch iron rod found for an angle point;

2. South 47° 27' 18" East, a distance of 545.16 feet to a 5/8-inch iron rod found for the beginning of a curve to the right;

3. 689.43 feet along the arc of a curve to the right, having a radius of 710.00 feet, a central angle of 55° 38' 08", and a chord that bears South 19° 38' 14" East, a distance of 662.66 feet to a 5/8-inch capped iron rod set for a point of tangency;

4. South 08° 10' 49" West, a distance of 285.23 feet to a 5/8-inch capped iron rod found for an angle point;

5. South 11° 32' 49" West, a distance of 340.59 feet to a 5/8-inch iron rod found for an angle point;

6. South 08° 10' 49" West, a distance of 146.53 feet to a 5/8-inch capped iron rod set at the northwest intersection of said Buffalo Springs Drive and State Highway 105 (width varies) on the south line of said 84.10 acre tract;

THENCE, North 81° 56' 46" West, with south line of said 84.10 acre tract and the north R.O.W. line of said State Highway 105, a distance of 793.09 feet to a 5/8-inch capped iron rod found for the southeast corner of a called 6.59 acre tract of land recorded in the name of AMJJ, LLC in M.C.C.F. Number 2013017790, from which a Texas Department of Transportation monument found for an angle point in the north line of said State Highway 105 bears North 81° 56' 46" West, a distance of 288.26 feet;

THENCE, North 01° 53' 11" East, through and across said 84.10 acre tract and said Restricted Reserve "B" and with the east line of said 6.59 acre tract, a distance of 776.31 feet to a 5/8-inch capped iron rod found for the northeast corner of said 6.59 acre tract;

THENCE, North 89° 22' 41" West, continuing through and across said 84.10 acre tract and said Restricted Reserve "B" and with the north line of said 6.59 acre tract, a distance of 388.34 feet to a 5/8-inch capped iron rod found for the northwest corner of said 6.59 acre tract on the southeast R.O.W. line of aforesaid C.B. Stewart Drive;

THENCE, North 02° 24' 12" East, with the west line of said Restricted Reserve "B" and the southeast R.O.W. line of said C.B. Stewart Drive, a distance of 30.01 feet to a 5/8-inch capped iron rod set at the northwest corner of said Restricted Reserve "B" and the southwest corner of Restricted Reserve "A" of said Mara Mojaville;

THENCE, South 89° 23' 37" East, with a line common to said Restricted Reserve "B" and said Restricted Reserve "A", a distance of 339.00 feet to a 5/8-inch capped iron rod set for an angle point;

THENCE, through and across said Restricted Reserve "B", the following two (2) courses:

1. North 04° 42' 11" West, a distance of 116.44 feet to a 5/8-inch capped iron rod set for an angle point;

2. North 34° 33' 56" West, a distance of 140.83 feet to a 5/8-inch capped iron rod set on the east line of said Restricted Reserve "A";

THENCE, with the lines common to said Restricted Reserve "A" and "B", the following two (2) courses:

1. North 02° 13' 14" West, a distance of 106.54 feet to a 5/8-inch iron rod found for the northeast corner of said Restricted Reserve "A";
2. **THENCE**, North 61° 57' 37" West, with the north line of said Restricted Reserve "A", a distance of 186.90 feet to the **POINT OF BEGINNING** and containing 32.409 acres of land.

LESS AND EXCEPT:

METES AND BOUNDS DESCRIPTION OF A 11.084 ACRE TRACT

Being a tract of land containing 11.084 acres, located in the John Corner Survey, Abstract Number 8, in Montgomery County, Texas; Said 11.084 acres being out of the remainder of a called 84.10 acre tract of land recorded in the name of Mara Moja Holdings, LLC in Montgomery County Clerk's File (M.C.C.F.) Number 2004110206 and being out of Restricted Reserve "B" of Minor Replat of Mara Mojaville, a subdivision recorded in Cabinet "Z", Sheet 1624, of the Montgomery County Map Records (M.C.M.R.); Said 11.084 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System of 1983, Central Zone):

BEGINNING, at a 5/8-inch iron rod found at the north corner of Restricted Reserve "A" of said Minor Replat of Mara Mojaville, on the southeast Right-of-Way (R.O.W.) line of C.B. Stewart Drive (width varies per Cabinet "Y", Sheet 51, of the M.C.M.R.), for the most westerly corner of the herein described tract;

THENCE, with the southeast R.O.W. line of said C.B. Stewart Drive, the following three (3) courses:

1. 205.87 feet along the arc of a curve to the right, having a radius of 610.00 feet, a central angle of 19° 20' 11", and a chord that bears North 38° 16' 00" East, a distance of 204.89 feet to a 5/8-inch iron rod found at a point of tangency;

2. North 47° 56' 06" East, a distance of 396.03 feet to a 5/8-inch iron rod found at an angle point;

3. North 54° 32' 00" East, a distance of 71.22 feet to a 5/8-inch iron rod found at the west end of a transition line from the southeast R.O.W. line of said C.B. Stewart Drive to the southwest R.O.W. line of Buffalo Springs Drive (width varies per Cabinet "Y", Sheet 51, of the M.C.M.R.), for the westerly north corner of the herein described tract;

THENCE, South 89° 13' 47" East, with said transition line, a distance of 16.46 feet to a 5/8-inch iron rod found at the east end of said transition line, for the easterly north corner of the herein described tract;

THENCE, with the southwest R.O.W. line of said Buffalo Springs Drive, the following three (3) courses:

1. South 52° 59' 33" East, a distance of 95.45 feet to a 5/8-inch iron rod found at an angle point;

2. South 47° 27' 18" East, a distance of 545.16 feet to a 5/8-inch iron rod found at the beginning of a curve to the right;

3. 87.66 feet along the arc of said curve to the right, having a radius of 710.00 feet, a central angle of 07° 04' 26", and a chord that bears South 43° 55' 06" East, a distance of 87.60 feet to a 5/8-inch capped iron rod set for the most easterly corner of the herein described tract;

THENCE, through and across said remainder tract, the following four (4) courses:

1. South 87° 35' 42" West, a distance of 133.48 feet to a 5/8-inch capped iron rod set at the beginning of a curve to the left;

2. 45.27 feet along the arc of said curve to the left, having a radius of 30.00 feet, a central angle of 86° 27' 26", and a chord that bears South 44° 54' 53" West, a distance of 41.09 feet to a 5/8-inch capped iron rod set at a point of tangency;

3. South 00° 41' 22" East, a distance of 301.08 feet to a 5/8-inch capped iron rod set for the southeast corner of the herein described tract;

4. North 81° 53' 01" West, at a distance of 453.58 feet pass the east line of said Restricted Reserve "B", continuing through and across said Restricted Reserve "B" a total distance of 664.97 feet to a 5/8-inch capped iron rod set for the southwest corner of the herein described tract;

THENCE, North 34° 33' 56" West, continuing through and across said Restricted Reserve "B", a distance of 84.32 feet to a 5/8-inch capped iron rod set on a northerly west line of said Restricted Reserve "B" and on the east line of said Restricted Reserve "A";

THENCE, North 02° 13' 14" West, with a line common to said Restricted Reserves "A" and "B", a distance of 106.54 feet to a 5/8-inch iron rod found at the northerly northwest corner of said Restricted Reserve "B" and the northeast corner of said Restricted Reserve "A";

THENCE, North 61° 57' 37" West, with the north line of said Restricted Reserve "A", a distance of 186.90 feet to the **POINT OF BEGINNING** and containing 11.084 acres of land.

Tract II:

County: Montgomery
Project: 20500 Eva St Montgomery
M&B No: 25-070
CS Job No: 24222

METES AND BOUNDS DESCRIPTION OF A 6.591 ACRE TRACT

Being a tract of land containing 6.591 acres, located in the John Corner Survey, Abstract Number 9, in Montgomery County, Texas; Said 6.591 acres being all of a called 6.59 acre tract of land recorded in the name of AMJJ, LLC in Montgomery County Clerk's File Number (M.C.C.F. No.) 2013017790; Said 6.591 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System of 1983, Central Zone):

BEGINNING, at a 5/8-inch iron rod found at the southwest corner of said 6.59 acre tract, same being the northeast intersection of State Highway 105 (width varies) and C.B. Stewart Drive (width varies per Cabinet "Y", Sheet 51, of the Montgomery County Map Records (M.C.M.R.)), for the southwest corner of the herein described tract;

THENCE, with the west lines of said 6.59 acre tract and with the east Right-of-Way (R.O.W.) line of said C.B. Stewart Drive, the following three (3) courses:

1. North 02° 19' 12" East, a distance of 152.89 feet to a 5/8-inch iron rod found at an angle point;

2. North 00° 32' 17" West, a distance of 400.50 feet to a 5/8-inch iron rod found at an angle point;

3. North 02° 24' 12" East, at a distance of 36.56 feet pass a 5/8-inch iron rod found at the southwest corner of Restricted Reserve "B" of Mara Mojaville, a subdivision recorded in Cabinet "Z", Sheet 1624, of the M.C.M.R., continuing with the west line of said Restricted Reserve "B" an overall distance of 182.09 feet to a 5/8-inch capped iron rod found at the northwest corner of said 6.59 acre tract and the herein described tract;

THENCE, South 89° 22' 41" East, with the north line of said 6.59 acre tract, through and across said Restricted Reserve "B", a distance of 388.34 feet to a 5/8-inch capped iron rod found at the northeast corner of said 6.59 acre tract and the herein described tract;

THENCE, South 01° 53' 11" West, with the east line of said 6.59 acre tract and continuing through and across said Restricted Reserve "B", at a distance of 126.76 feet pass the south line of said Restricted Reserve "B", same being an angle point in the remainder of a called 84.10 acre tract recorded in the name of Mara Moja Holdings, Ltd. in M.C.C.F. No. 2004110206, continuing an overall distance of 776.31 feet to a 5/8-inch capped iron rod found at the southeast corner of said 6.59 acre tract, on the north R.O.W. line of said State Highway 105, for the southeast corner of the herein described tract;

THENCE, with the south lines of said 6.59 acre tract, and with the north R.O.W. lines of said State Highway 105, the following two (2) courses:

1. North 81° 49' 28" West, a distance of 288.26 feet to a 5/8-inch iron rod with a Texas Department of Transportation aluminum disk found at an angle point;
2. North 87° 25' 36" West, a distance of 87.58 feet to the **POINT OF BEGINNING** and containing 6.591 acres of land.

EXHIBIT "C"
METES AND BOUNDS DESCRIPTION OF TRACT II

METES AND BOUNDS DESCRIPTION OF A 11.084 ACRE TRACT

Being a tract of land containing 11.084 acres, located in the John Corner Survey, Abstract Number 8, in Montgomery County, Texas; Said 11.084 acres being out of the remainder of a called 84.10 acre tract of land recorded in the name of Mara Moja Holdings, LLC in Montgomery County Clerk's File (M.C.C.F.) Number 2004110206 and being out of Restricted Reserve "B" of Minor Replat of Mara Mojaville, a subdivision recorded in Cabinet "Z", Sheet 1624, of the Montgomery County Map Records (M.C.M.R.); Said 11.084 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System of 1983, Central Zone):

BEGINNING, at a 5/8-inch iron rod found at the north corner of Restricted Reserve "A" of said Minor Replat of Mara Mojaville, on the southeast Right-of-Way (R.O.W.) line of C.B. Stewart Drive (width varies per Cabinet "Y", Sheet 51, of the M.C.M.R.), for the most westerly corner of the herein described tract;

THENCE, with the southeast R.O.W. line of said C.B. Stewart Drive, the following three (3) courses:

1. 205.87 feet along the arc of a curve to the right, having a radius of 610.00 feet, a central angle of 19° 20' 11", and a chord that bears North 38° 16' 00" East, a distance of 204.89 feet to a 5/8-inch iron rod found at a point of tangency;

2. North 47° 56' 06" East, a distance of 396.03 feet to a 5/8-inch iron rod found at an angle point;

3. North 54° 32' 00" East, a distance of 71.22 feet to a 5/8-inch iron rod found at the west end of a transition line from the southeast R.O.W. line of said C.B. Stewart Drive to the southwest R.O.W. line of Buffalo Springs Drive (width varies per Cabinet "Y", Sheet 51, of the M.C.M.R.), for the westerly north corner of the herein described tract;

THENCE, South 89° 13' 47" East, with said transition line, a distance of 16.46 feet to a 5/8-inch iron rod found at the east end of said transition line, for the easterly north corner of the herein described tract;

THENCE, with the southwest R.O.W. line of said Buffalo Springs Drive, the following three (3) courses:

1. South 52° 59' 33" East, a distance of 95.45 feet to a 5/8-inch iron rod found at an angle point;

2. South 47° 27' 18" East, a distance of 545.16 feet to a 5/8-inch iron rod found at the beginning of a curve to the right;

3. 87.66 feet along the arc of said curve to the right, having a radius of 710.00 feet, a central angle of 07° 04' 26", and a chord that bears South 43° 55' 06" East, a distance of 87.60 feet to a 5/8-inch capped iron rod set for the most easterly corner of the herein described tract;

THENCE, through and across said remainder tract, the following four (4) courses:

1. South 87° 35' 42" West, a distance of 133.48 feet to a 5/8-inch capped iron rod set at the beginning of a curve to the left;

2. 45.27 feet along the arc of said curve to the left, having a radius of 30.00 feet, a central angle of 86° 27' 26", and a chord that bears South 44° 54' 53" West, a distance of 41.09 feet to a 5/8-inch capped iron rod set at a point of tangency;

3. South 00° 41' 22" East, a distance of 301.08 feet to a 5/8-inch capped iron rod set for the southeast corner of the herein described tract;

4. North 81° 53' 01" West, at a distance of 453.58 feet pass the east line of said Restricted Reserve "B", continuing through and across said Restricted Reserve "B" a total distance of 664.97 feet to a 5/8-inch capped iron rod set for the southwest corner of the herein described tract;

THENCE, North 34° 33' 56" West, continuing through and across said Restricted Reserve "B", a distance of 84.32 feet to a 5/8-inch capped iron rod set on a northerly west line of said Restricted Reserve "B" and on the east line of said Restricted Reserve "A";

THENCE, North 02° 13' 14" West, with a line common to said Restricted Reserves "A" and "B", a distance of 106.54 feet to a 5/8-inch iron rod found at the northerly northwest corner of said Restricted Reserve "B" and the northeast corner of said Restricted Reserve "A";

THENCE, North 61° 57' 37" West, with the north line of said Restricted Reserve "A", a distance of 186.90 feet to the **POINT OF BEGINNING** and containing 11.084 acres of land.

EXHIBIT "D"
PUBLIC WATERLINE EXTENSION (OFF-SITE)

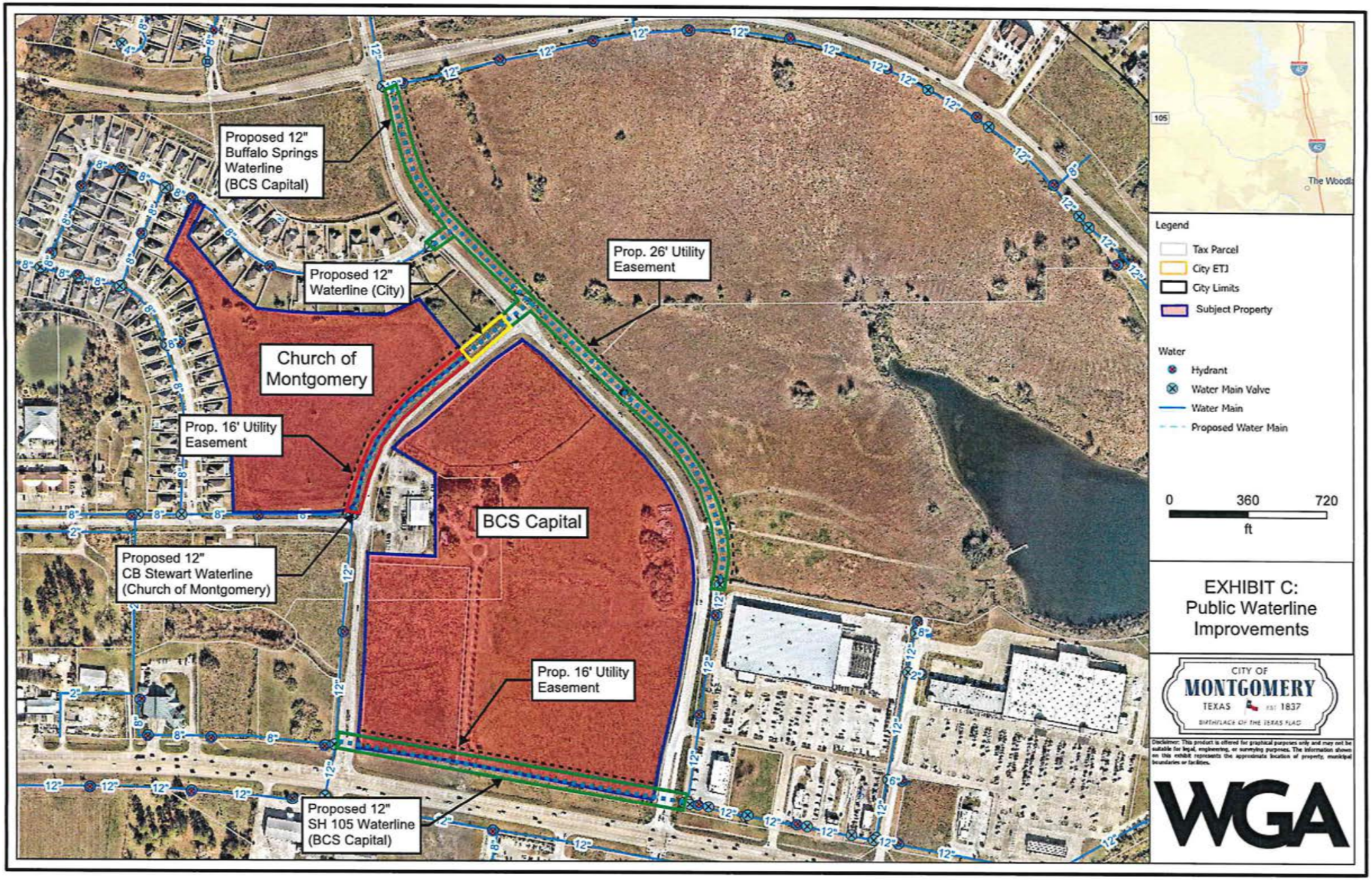

Proposed 12" Buffalo Springs Waterline (BCS Capital)
Proposed 12" Waterline (City)
Prop. 26' Utility Easement
Church of Montgomery
Prop. 16' Utility Easement
BCS Capital
Proposed 12" CB Stewart Waterline (Church of Montgomery)
Prop. 16' Utility Easement
Proposed 12" SH 105 Waterline (BCS Capital)
105
The Woodla
Legend
Tax Parcel
City ETJ
City Limits
Subject Property
Water
Hydrant
Water Main Valve
Water Main
Proposed Water Main
0
360
720
ft
EXHIBIT C:
Public Waterline Improvements
CITY OF
MONTGOMERY
TEXAS
EST 1837
BIRTHPLACE OF THE TEXAS FLAG
Disclaimer: This product is offered for graphical purposes only and may not be suitable for legal, engineering, or surveying purposes. The information shown on this exhibit represents the approximate location of property, municipal boundaries or facilities.
WGA

EXHIBIT "E"
PUBLIC SANITARY SEWER EXTENSION (OFF-SITE)

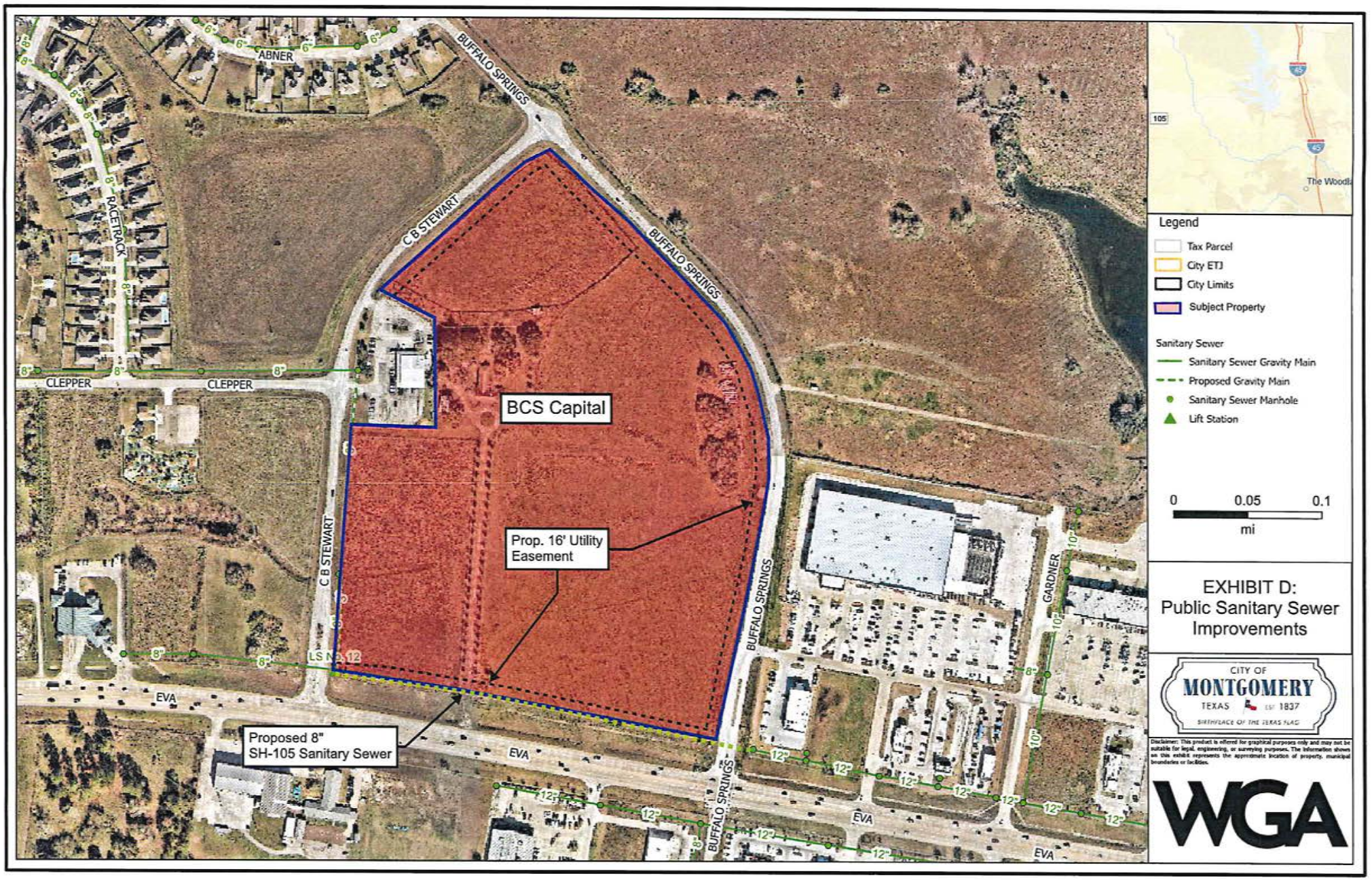

BCS Capital
Prop. 16' Utility Easement
Proposed 8" SH-105 Sanitary Sewer
ABNER
RACETRACK
CLEPPER
CLEPPER
C B STEWART
C B STEWART
BUFFALO SPRINGS
BUFFALO SPRINGS
BUFFALO SPRINGS
GARDNER
EVA
EVA
EVA
LS No. 12
105
The Woodl
Legend
Tax Parcel
City ETJ
City Limits
Subject Property
Sanitary Sewer
Sanitary Sewer Gravity Main
Proposed Gravity Main
Sanitary Sewer Manhole
Lift Station
0
0.05
0.1
mi
EXHIBIT D:
Public Sanitary Sewer Improvements
CITY OF
MONTGOMERY
TEXAS
EST 1837
BIRTHPLACE OF THE TEXAS FLAG
Disclaimer: This product is offered for graphical purposes only and may not be suitable for legal, engineering, or surveying purposes. The information shown on this exhibit represents the approximate location of property, municipal boundaries or facilities.
WGA

EXHIBIT "F"
PUBLIC UTILITY EXTENSION (ON-SITE)

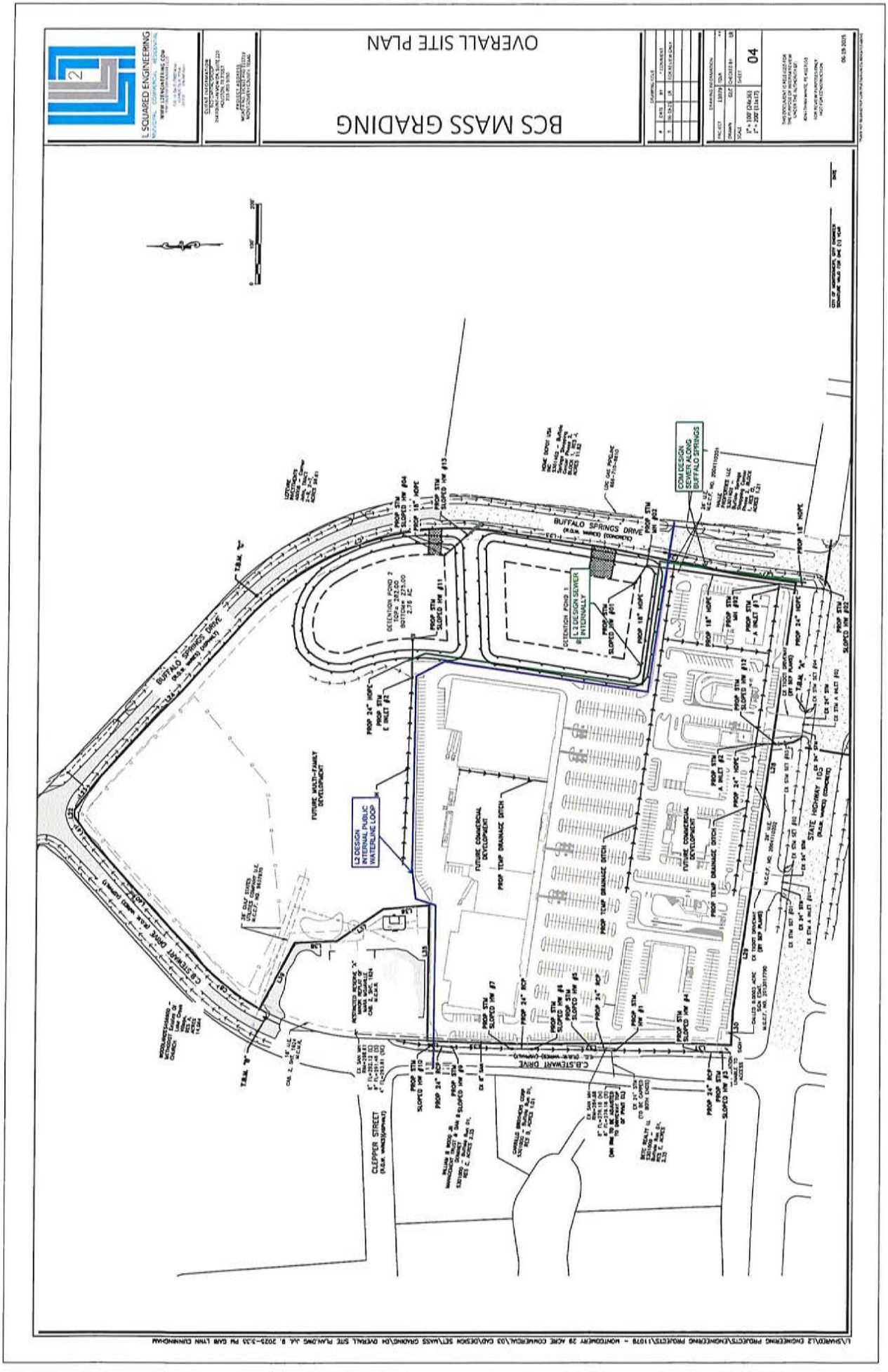

L SQUARED ENGINEERING
BCS MASS GRADING
OVERALL SITE PLAN
04
BUFFALO SPRINGS DRIVE
C.B.STEWART DRIVE
CLEPPER STREET
STATE HIGHWAY 105
DETENTION POND 2
DETENTION POND 1
L2 DESIGN INTERNAL PUBLIC WATERLINE LOOP
L2 DESIGN SEWER INTERNALLY
COM DESIGN SEWER ALONG BUFFALO SPRINGS
FUTURE MULTI-FAMILY DEVELOPMENT
FUTURE COMMERCIAL DEVELOPMENT
PROP TEMP DRAINAGE DITCH

EXHIBIT "G"
ROADWAY IMPROVEMENTS

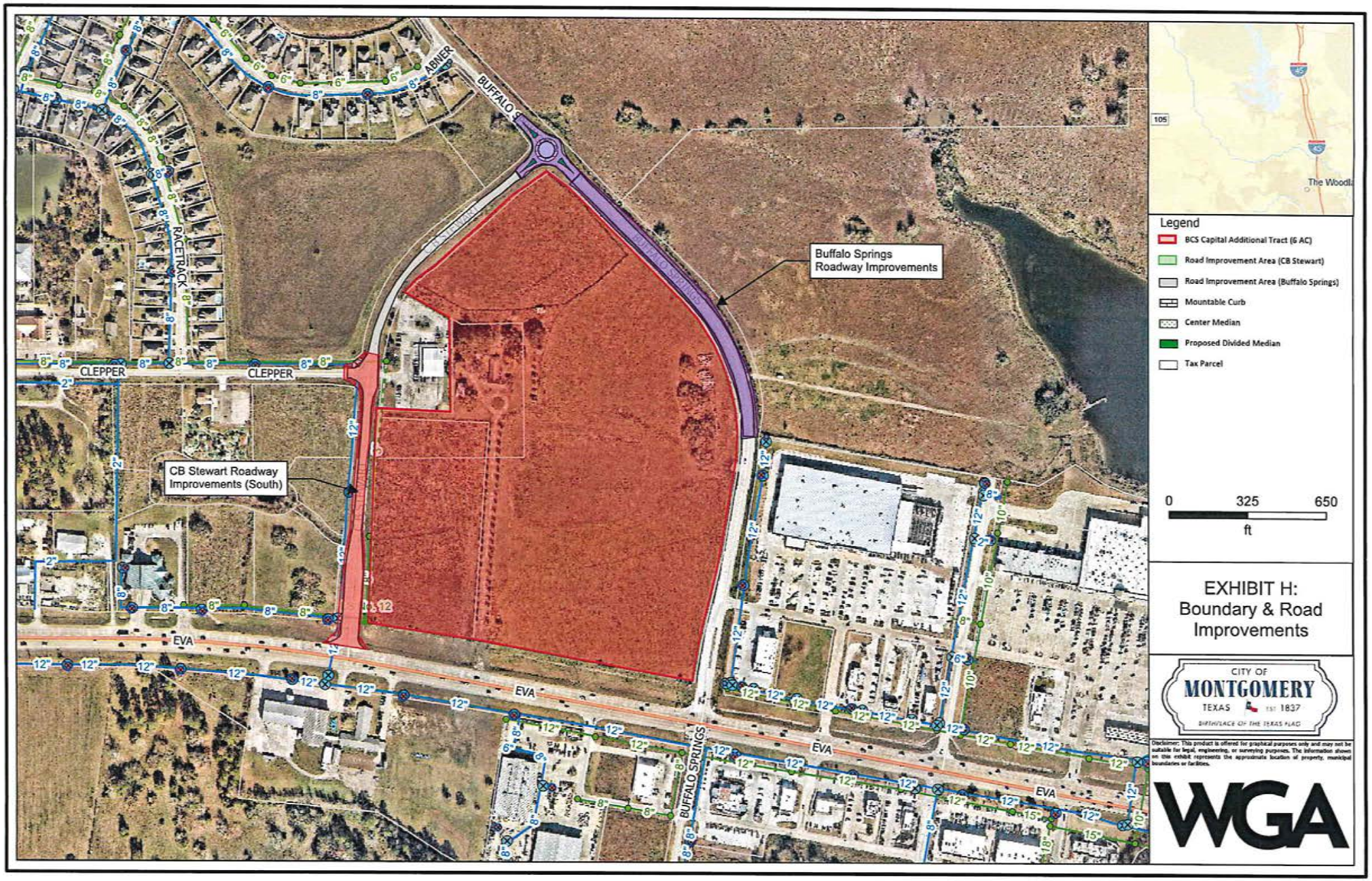

ABNER
BUFFALO SPRINGS
RACETRACK
CLEPPER
CLEPPER
EVA
EVA
EVA
BUFFALO SPRINGS
Buffalo Springs
Roadway Improvements
CB Stewart Roadway
Improvements (South)
105
The Woodl
Legend
BCS Capital Additional Tract (6 AC)
Road Improvement Area (CB Stewart)
Road Improvement Area (Buffalo Springs)
Mountable Curb
Center Median
Proposed Divided Median
Tax Parcel
0
325
650
ft
EXHIBIT H:
Boundary & Road
Improvements
CITY OF
MONTGOMERY
TEXAS
EST 1837
BIRTHPLACE OF THE TEXAS FLAG
Disclaimer: This product is offered for graphical purposes only and may not be suitable for legal, engineering, or surveying purposes. The information shown on this exhibit represents the approximate location of property, municipal boundaries or facilities.
WGA

EXHIBIT "H"
LINEAR COST ESTIMATE

WGA

Preliminary Cost Estimate

Buffalo Springs and CB Stewart Public Infrastructure Improvements

City of Montgomery

7/2/2025

Item No.	Description	Quantity	Unit	Unit Price	Cost
General					
1	Mobilization, Bonds, and Insurance	1	LS	$ 35,000	$ 35,000
2	Construction Staking	1	LS	7,500	7,500
3	Trench Safety System	6,070	LF	2	12,100
4	SWPPP	1	LS	10,000	10,000
5	Traffic Control Plan	1	LS	15,000	15,000
6	Site Restoration	1	LS	10,000	10,000
				Total General Costs	***$ 89,600***
Waterline - Church of Montgomery					
7	12-Inch C900 PVC Waterline (Open Cut Construction)[5]	800	LF	100	80,000
8	12-Inch Gate Valve	2	EA	2,500	5,000
9	12-Inch Wet Connect & Removal of Plug and Clamp	1	EA	2,000	2,000
10	Hydrants	2	EA	8,000	16,000
				Total Church of Montgomery Costs	***$ 103,000***
Waterline - BCS Capital					
11	12-Inch C900 PVC Waterline (Open Cut Construction)	3,550	LF	100	355,000
12	Additional Cost for 16-Inch Steel Casing via Jack & Bore	470	LF	225	105,800
13	12-Inch Gate Valve	9	EA	2,500	22,200
14	12-Inch Wet Connect & Removal of Plug and Clamp	5	EA	2,000	10,000
15	Hydrants	9	EA	8,000	72,000
				Total BCS Capital Costs	***$ 565,000***
Sanitary Sewer - BCS Capital					
15	8" PVC Sanitary Sewer (Open Cut Construction)	2,230	LF	100	223,000
16	Additional Cost for 16-Inch Steel Casing (Trenchless Construction)	240	LF	225	54,000
17	4' Sanitary Sewer Manhole	6	EA	10,000	55,800
18	Demolition of Lift Station No. 12	1	LS	12,000	12,000
19	Core into Existing Manhole	1	EA	2,000	2,000
				Total BCS Capital Costs	***$ 346,800***
Waterline - City					
16	12-Inch C900 PVC Waterline (Open Cut Construction)	200	LF	100	20,000
17	12-Inch Gate Valve	1	EA	2,500	1,300
18	12-Inch Wet Connect & Removal of Plug and Clamp	1	EA	2,000	2,000
19	Hydrants	1	EA	8,000	4,000
				Total City Costs	***$ 27,300***

Construction Subtotal	**$ 1,132,000**
Contingencies (15%)	$ 170,000
Engineering - Preliminary, Design, and Bidding	$ 80,000
Construction Administration and Inspection	$ 45,000
Fees and Expenses	$ 5,000
Construction Materials Testing	$ 15,000
Total	**$ 1,447,000**
Church of Montgomery Pro Rata Share	**$ 170,700**
BCS Capital Pro Rata Share	**$ 1,233,600**
City Pro Rata Share	**$ 42,700**

Notes:

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

(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 reproduction, advertising expenses, and other miscellaneous reimbursable costs.

(4) Amounts to be funded by each party will be based on pro-rata share of the total linear footage of the proposed utility extensions.

(5) Due to the proposed demand of the Church of Montgomery an 8" waterline will be required. The City is requesting to upsize this line to 12" to assist with projected future demand in the area.

EXHIBIT "I"
MASTER GENERAL PLAN

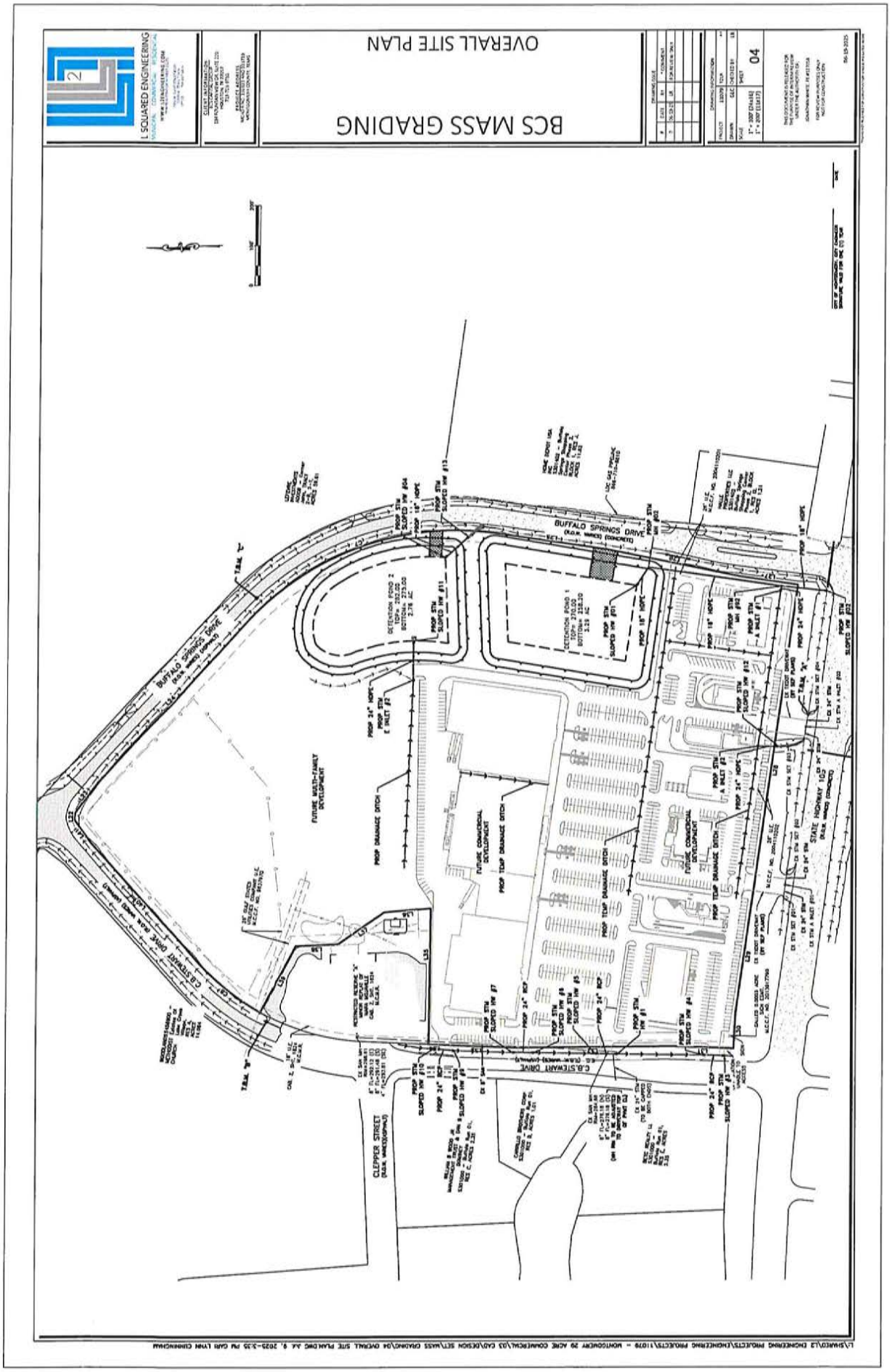

BCS MASS GRADING
OVERALL SITE PLAN
L SQUARED ENGINEERING
BUFFALO SPRINGS DRIVE
C.B.STEWART DRIVE
CLEPPER STREET
STATE HIGHWAY 105
FUTURE MULTI-FAMILY DEVELOPMENT
FUTURE COMMERCIAL DEVELOPMENT
PROP TEMP DRAINAGE DITCH
DETENTION POND 1
DETENTION POND 2

EXHIBIT "J"
380 AGREEMENT

CHAPTER 380 ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
BCS MONTGOMERY, LLC

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (the "**Agreement**") is executed by and between the City of Montgomery, Texas (the "**City**"), the Montgomery Economic Development Corporation (the "**MEDC**"), and BCS Montgomery, LLC, a Texas limited liability company ("**BCS**"). The City, MEDC, and BCS may individually be referred to as a "**Party**" and collectively as the "**Parties**."

WITNESSETH:

WHEREAS, BCS is in the process of purchasing and developing approximately 39 acres of land located within Montgomery County, Texas (the "Tract"), as generally described and depicted in Exhibit "A." The Tract will be composed of (i) approximately 27.916 acres of land ("Tract I") located inside the corporate limits of the City, and (ii) approximately 11.084 acres of land ("Tract II") to be used for a new commercial and multi-family developments; and

WHEREAS, the City has requested BCS to fund the design, management, and construction of certain public infrastructure improvements adjacent to the Tract, and, in return, BCS requested certain economic development incentives to defray a portion of those costs of the improvements and infrastructure associated with the Tract; and

WHEREAS, Chapter 380 of the Texas Local Government Code provides that Texas municipalities may create programs to promote local economic development; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, as amended, and further, is in the best interests of the City, BCS and MEDC; and

WHEREAS, the Texas Development Corporation Act, contained in Chapters 501-505 of the Texas Local Government Code, as amended (the "Act"), authorizes the MEDC to provide economic development grants for infrastructure necessary to promote or develop new or expanded business enterprises and as such, constitutes a "project," as that term is defined in the Act; and

WHEREAS, the City and the MEDC have determined that making economic development grants to BCS in accordance with this Agreement will further the objectives of the City and the MEDC, will benefit the City and the City's inhabitants, will promote local economic development, will stimulate commercial and business activity, and will generate additional sales tax and will enhance the property tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City, the MEDC, and BCS covenant and agree as follows:

1. **Definitions.** For purposes of this Agreement, each of the following terms shall have the meaning set forth below unless the context clearly indicates otherwise:

"Annual Sales Tax Grants" shall mean economic development grants, each in the amount equal to that portion of the Sales Tax Receipts received by the City and the MEDC for the applicable Sales Tax Reporting Period, to be paid annually to BCS as set forth herein. The amount of each Annual Sales Tax Grant shall be computed by multiplying the Sales Tax Receipts received by the City by ninety-five percent (95%) and for the MEDC by fifty percent (50%) for the given Sales Tax Reporting Period times, less the administrative fee charged to the City and MEDC by the State of Texas. For purposes of clarification, and as defined in "Sales and Use Tax," below, the sales tax referenced herein subject to the aforementioned ninety-five percent (95%) and fifty percent (50%) limitation is (i) the City's one percent (1.0%) general municipal sales and use tax imposed pursuant to Chapter 321, Texas Tax Code, on the sale of Taxable Items consummated on the Tract; and (ii) with respect to the MEDC, one-quarter of one percent (0.25%) sales and use tax imposed pursuant to the Texas Development Corporation Act, Chapter 501, Texas Local Government Code.

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such Party's property and such appointment is not terminated within one hundred twenty (120) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within one hundred twenty (120) days after the filing thereof.

"Commencement Date" shall mean the date a certificate of occupancy is issued by the City for occupancy of the Improvements by BCS.

"Completion of Construction" shall mean that (i) substantial completion of the Improvements has occurred; and (ii) the City has issued a certificate of occupancy for occupancy of the Improvements by BCS.

"Consummated" is defined in Section 321.203, Texas Tax Code, or its successor.

"Effective Date" shall mean the last date of execution hereof.

"Expiration Date" shall mean the earlier of: (i) ten (10) years from the Effective Date of this agreement; or (ii) the date of payment of the Maximum Sales Tax Grant amount.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions or floods, strikes,

slowdowns or work stoppages, and epidemic, pandemic, or other widespread disease (and including delays due thereto continuing after such event has ended).

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees and other charges, whether general or special, ordinary or extraordinary, foreseen or unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority or the City on BCS, and/or a BCS affiliate, and applicable to the development of the Tract or any property or any business owned by BCS.

"Improvements" shall mean the SH-105 Waterline, the SH-150 Sanitary Sewer Line, the On-Site Waterline, the On-Site Sanitary Sewer Line, and the South CB Stewart Drive Roadway Improvements (as such terms are defined in that certain Development Agreement dated _____, by the City and BCS) to be constructed on the Tract, more fully described in the submittals filed by BCS with the City, from time to time, in order to obtain a building permit(s).

"Maximum Sales Tax Grant" shall mean the cumulative payment of Annual Sales Tax Grants to BCS in the amount up to four million eight hundred thousand dollars ($4,800,000.00), provided however, in the event the North CB Stewart Drive Roadway Improvements (as such term is defined in the Development Agreement) are required, the payment of Annual Sales Tax Grants to BCS shall be proportionately increased.

"Party" shall mean any party to this Agreement.

"Payment Request" shall mean a written request from BCS to the City and the MEDC for payment of an Annual Sales Tax Grant for the applicable Sales Tax Reporting Period.

"Sales and Use Tax" shall mean (i) with respect to the City, the City's one percent (1.0%) general municipal sales and use tax imposed pursuant to Chapter 321, Texas Tax Code, on the sale of Taxable Items consummated on the Tract; and (ii) with respect to the MEDC, one-quarter of one percent (0.25%) sales and use tax imposed pursuant to the Texas Development Corporation Act, Chapter 501, Texas Local Government Code, on behalf of MEDC, on the sale of Taxable Items consummated on the Tract, and MEDC sales and use tax proceeds shall be utilized only for those purposes authorized pursuant to the Texas Development Corporation Act.

"Sales Tax Area Reports" shall mean reports provided by the Comptroller to the City pursuant to Texas Tax Code, Section 321.3022, or other provision of the Texas Tax Code, with respect to Sales and Use Tax allocations to the City attributable to the sale of Taxable Items by BCS consummated on the Tract or if such reports are not available from the Comptroller, such other documentation in a form reasonably acceptable to the City setting forth the collection of Sales and Use Tax by BCS received by the City from the Comptroller for the sale of Taxable Items by BCS consummated on the Tract.

"Sales Tax Certificate" shall mean one or more Sales Tax Area Reports or a report provided by the Comptroller to the City in accordance with Section 321.3022, Texas Tax Code (or other applicable provision of the Texas Tax Code), which lists the amount of Sales and Use Tax collected (including any refunds, credits or adjustments) for the Sales Tax Reporting Period paid by a business located on the property and received by the City (and the MEDC) from the

Comptroller from the sale of Taxable Items consummated on the Tract and, in turn, paid by the Comptroller to the City (and to the City on behalf of the MEDC) for use by the City in accordance with this Agreement; or, if such a report is not available, then a certificate or statement in a form reasonably approved by the City, setting forth the collection of Sales and Use Tax (including any refunds, credits or adjustments) received by the City from the Comptroller, from the sale of Taxable Items consummated on the Tract, including supporting documentation, to be provided by BCS that provides the same or similar information, as such other information as the City may reasonably require from time to time.

"Sales Tax Receipts" shall mean (i) with respect to the City, the City's receipt of the City's Sales and Use Tax from the Comptroller from collection of Sales and Use Tax (it being expressly understood that the City's use of the sales and use tax receipts are being used only as a measurement for its use of general funds to make a grant for economic development purposes) as a result of the sale of Taxable Items for the Sales Tax Reporting Period consummated on the Tract; and (ii) with respect to the MEDC, the MEDC's receipt of the MEDC's Sales and Use Tax from the Comptroller from collection of Sales and Use Tax (it being expressly understood that the MEDC use of the sales and use tax receipts are being used only as a measurement for its use of general funds to make a grant for authorized economic development purposes) as a result of the sale of Taxable Items by BCS for the Sales Tax Reporting Period consummated on the Tract.

"Sales Tax Reporting Period" shall mean a calendar year (with the calendar year ending December 31) except that the first Sales Tax Reporting Period shall begin on the Commencement Date and continue through and include the last day of the first full calendar year following the Commencement Date.

"State of Texas" shall mean the Office of the Texas Comptroller, or its successor.

"Taxable Items" shall mean both "taxable items" and "taxable services" as those terms are defined by Chapter 151, Texas Tax Code, as amended.

"Tract" shall mean the approximately 39 acres of land to be developed by Developer, as described in **Exhibit A** attached hereto and incorporated herein.

"Tract I" shall mean the approximately 27.916 acres of land to be developed by Developer for commercial purposes, as described in **Exhibit B** attached hereto and incorporated herein.

"Tract II" shall mean the approximately 11.084 acres of land to be developed by Developer for multi-family purposes, as described in **Exhibit C** attached hereto and incorporated herein.

2. Sales Tax Grants.

(a) Annual Sales Tax Grants. Subject to the continued satisfaction of all the terms and conditions of this Agreement by BCS, the City and the MEDC (collectively referred to as "Grantors") agree to provide BCS with an Annual Sales Tax Grant until the Expiration Date of this Agreement, not to exceed the Maximum Sales Tax Grant in the aggregate. The Annual Sales

Tax Grants shall be paid within ninety (90) days after receipt of a Payment Request. Each Payment Request shall be submitted to the City not later than April 1 of the calendar year immediately following the end of the applicable Sales Tax Reporting Period (or 90 days immediately following the end of the applicable Sales Tax Reporting Period if such period is not on a calendar year basis), beginning with the first Sales Tax Reporting Period. Failure to timely submit a Payment Request for a given Sales Tax Grant Reporting Period shall require the City to notify BCS of such failure to submit and give BCS thirty (30) days to cure after its receipt of such notice.

(b) Refunds and Underpayments of Annual Sales Tax Grants. In the event the State of Texas issues a final determination that the City erroneously received (or failed to receive), for the benefit of the City and the MEDC, Sales Tax Receipts, or that the amount of Sales and Use Tax paid exceeds (or is less than) the correct amount of Sales and Use Tax for a previous Sales Tax Reporting Period, for which BCS has received an Annual Sales Tax Grant, BCS shall, within sixty (60) days after receipt of notification thereof from the City specifying the amounts by which such Annual Sales Tax Grant exceeded (or was less than) the amount to which BCS was entitled, adjust (up or down, depending on the facts) the amount claimed due for the Annual Sales Tax Grant payment for the Sales Tax Reporting Period immediately following such determination. If BCS does not adjust the amount claimed due for the Annual Sales Tax Grant payment for the Sales Tax Reporting Period immediately following such State of Texas determination the City may, at its option, adjust the Annual Sales Tax Grant payment for the Sales Tax Reporting Period immediately following such State of Texas determination. If the adjustment results in funds to be paid back to the City for the benefit of the City and the MEDC, BCS shall repay its respective amounts to the City within ninety (90) days after receipt of such State of Texas determination; provided as a condition precedent to payment of such refund, the City shall provide BCS with a copy of such determination issued by the State of Texas. If the adjustment results in additional funds to be paid to BCS, the City shall pay such amount to BCS as part of the next Annual Sales Tax Grant payment. The provisions of this Section shall survive termination of this Agreement.

(c) Grant Payment Termination: Suspension. The payment of the Annual Sales Tax Grants shall terminate on the effective date of a final determination by the State of Texas or other appropriate agency or court of competent jurisdiction that the Tract is not a place of business resulting in Sales and Use Taxes being due the City (and/or the MEDC) from the sale of Taxable Items on the Tract. In the event the State of Texas seeks to invalidate the Tract as a place of business where Sales and Use Tax was properly remitted to the State of Texas (the "Comptroller Challenge") the payment of Annual Sales Tax Grants by the City (including the MEDC) hereunder shall be suspended until such Comptroller Challenge is resolved in whole favorably to the City (including the MEDC). In such event, BCS shall not be required to return or refund Annual Sales Tax Grants previously received from the City provided BCS is actively defending against and/or contesting the Comptroller Challenge and BCS promptly informs the City in writing of such BCS actions and with copies of all documents and information related thereto. In the event the Comptroller Challenge is resolved favorably to the City, the City shall remit to BCS all unpaid Annual Sales Tax Grants that it would have otherwise been entitled to during the suspension due to the Comptroller Challenge. In the event the Comptroller Challenge is not resolved favorably to the City and/or in the event the State of Texas determines that the Tract is not a place of business where the Sales and Use Tax was properly remitted to the State of Texas, and Sales and Use Tax Receipts previously paid or remitted to the City relating to the Improvements are reversed and

required to be repaid to the State of Texas, then the obligation to pay the Annual Sales Tax Grants shall terminate and BCS shall refund all respective amounts of Annual Sales Tax Grants received by BCS from the City that relate to the Comptroller Challenge, which refund shall be paid to the City within ninety 90 days after the date that the Comptroller Challenge required the City to repay Sales and Use Tax Receipts.

(d) Sales Tax Reports. The City and BCS designate this Agreement as a "revenue sharing agreement," thereby entitling the City to request annual sales and use tax information from the Comptroller, pursuant to Section 321.3022 of the Texas Tax Code, as amended. The City shall request in writing that the Comptroller issue sales tax reports pursuant to Section 321.3022 for total sales of Taxable Items consummated on the Tract by BCS and the payment of Sales and Use Tax (the "Sales Tax Reports") for each calendar year during the term hereof.

(e) Confidentiality. Unless otherwise determined by the Texas Attorney General in writing, the sales and use tax documentation referenced in this Agreement shall be considered confidential financial information contained in a public document (or other reproduction media) not subject to release to the public. The City shall seek a written opinion from the Texas Attorney General raising any applicable exception to release, prior to any release to a third-party under the Texas Public Information Act. The Parties agree, however, that this Agreement shall not be considered confidential.

3. Administration. The City, by and through its City Administrator, or designee, shall have the authority to administer this Agreement on behalf of the MEDC, including the receipt of Payment Requests and the payment of Annual Sales Tax Grants on behalf of the MEDC.

4. Obligations. The obligation of the City and the MEDC to provide the Annual Sales Tax Grants hereunder shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by BCS and each of the terms and conditions set forth below:

(a) Tenant Lists. BCS shall provide the City with an updated list of tenants at the Tract each year in December. This list should include all businesses that occupied the Tract during the calendar year. This list will be used to calculate the Annual Sales Tax collected at the Tract. Failure to provide the tenant list may impact the timely delivery of the Sales Tax Grant payment.

(b) Good Standing. BCS shall not have an uncured breach of this Agreement.

(c) Completion of Construction of the Improvements. BCS shall, subject to events of Force Majeure, cause Completion of Construction to occur on or before _____.

5. Termination Provisions.

(a) Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

(1) by mutual written agreement of the Parties;

(2) by a Party, if another Party defaults or breaches any of the terms or conditions of this Agreement, and such default or breach is not cured within ninety (90) days after written notice thereof, provided it shall not constitute a breach or default if corrective action is instituted b or on behalf of such Part within the ninety (90) day period and diligently pursued until the breach or default is corrected;

(3) by the City and/or the MEDC, if any Impositions owed to the City, the MEDC or the State of Texas by BCS with respect to the Tract shall have become delinquent (provided, however, BCS retains the right to timely and properly protest and contest any such taxes or Impositions);

(4) by the City and/or the MEDC, if BCS suffers a Bankruptcy or Insolvency;

(5) by any Party if any subsequent federal or state legislation or any final and non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or

(b) Offsets. The City (and on behalf of the MEDC) may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City and/or the MEDC from BCS, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise , provided, however, the debt due the City has been finally determined or reduced to judgment by a court of competent jurisdiction.

6. Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties.

7. Limitation on Liability. It is understood and agreed between the Parties that BCS in satisfying the conditions of this Agreement has acted independently, and the City and the MEDC assume no responsibilities or liabilities to third parties in connection with BCS actions. Further, BCS agrees to indemnify and hold harmless the City and the MEDC from all claims, suits, demands, and causes of actions by a third party arising solely out of its own, but not the other's, actions and performance under this Agreement, as hereinafter referenced.

8. No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

9. Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

10. Construction of Agreement; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties

created hereunder are performable in Montgomery County, Texas. Venue for any action arising under this Agreement shall lie in Montgomery County, Texas.

11. Notices. Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the City, to:

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

With a copy to City attorney:

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

If to the Developer, to:

BCS Montgomery LLC Attn:
Jack Burgher, Manager
1940 Fountain View Drive, Suite 220
Houston, Texas 77057 With

a copy to:

Acuff & Associates, PLLC 2340
Lipscomb Street
Fort Worth, Texas 76110

12. Attorney's Fees to Prevailing Party. In the event any Party initiates or defends any legal action or proceeding against another Party to enforce or interpret any of the terms of this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

13. Entire Agreement; Binding Effect of Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof.

14. **Indemnification.**

(a) BCS AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, THE MEDC, AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY FOR THE PURPOSE OF THIS SECTION, THE "CITY") HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES, AND DEMANDS BY THE STATE OF TEXAS INSOFAR AS SUCH LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES, AND DEMANDS ARISE OUT OF A CLAIM BY THE STATE OF TEXAS THAT THE CITY HAS BEEN PAID ERRONEOUSLY, HAS BEEN OVER-PAID OR HAS BEEN INCORRECTLY ALLOCATED SALES AND USE TAX ATTRIBUTED SOLELY TO THE SALE OF TAXABLE ITEMS BY BCS AND/OR BCS AFFILIATES CONSUMMATED ON THE TRACT DURING THE TERM OF THIS AGREEMENT, IT BEING THE INTENTION OF THE PARTIES THAT BCS SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY ANNUAL SALES TAX GRANTS PAID TO BCS HEREIN BY THE CITY (AND THE MEDC) THAT RELATE TO SALES AND USE TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WERE ERRONEOUSLY PAID, DISTRIBUTED, OR ALLOCATED TO OR COLLECTED BY THE CITY. THE INDEMNIFICATION SHALL NOT APPLY TO ANY LIABILITY RESULTING SOLELY FROM ERRORS OR OMISSIONS OF THE CITY OR THE MEDC. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND DO NOT CREATE ANY OBLIGATIONS FROM OR GRANT ANY CONTRACTUAL OR OTHER RIGHTS TO ANY OTHER PERSON OR ENTITY, OTHER THAN OBLIGATIONS, IF ANY, THAT ARISE FROM BCS TO THE CITY TO PERFORM OBLIGATIONS CREATED BY THIS SECTION.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 15, IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT AND TO THE EXTENT THAT ANY INDEMNIFIED PARTY IS ENTITLED TO INDEMNIFICATION FROM BCS UNDER THE TERMS OF PARAGRAPH (A) ABOVE IN RESPECT OF ANY OF THE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES, AND DEMANDS REFERRED TO THEREIN, BCS SHALL NOT BE JOINTLY AND SEVERALLY LIABLE FOR SUCH AMOUNT, BUT INSTEAD SHALL EACH BE RESPONSIBLE INDIVIDUALLY ONLY FOR AN AMOUNT EQUAL TO FIFTY PERCENT (50%) OF THE AMOUNT PAYABLE TO ANY SUCH INDEMNIFIED PARTY AND SUCH AMOUNT PAYABLE BY EACH OF BCS SHALL LIMITED TO AND SHALL NOT EXCEED THE TOTAL AMOUNT OF ANNUAL SALES TAX GRANTS PREVIOUSLY RECEIVED BY EACH OF THEM PURSUANT TO THIS AGREEMENT.

15. **Invalidation.** Invalidation of any one of the provisions of this Agreement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

16. **Facsimile.** A telecopied or electronic facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.

17. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

18. Authority to Execute Agreement. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that (1) it has all requisite power and authority under the Constitution and laws of the State of Texas to enter into and perform its obligations under this Agreement, and (2) the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. The MEDC warrants and represents (1) it has all requisite power and authority under the Constitution and laws of the State of Texas to enter into and perform its obligations under this Agreement, and (2) the individual executing this Agreement on behalf of the MEDC has full authority to execute this Agreement and bind the MEDC to the same.

BCS warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind BCS to same.

19. Non-Binding Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

20. Compliance with Chapter 2264, Texas Government Code. BCS certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, BCS, or its successors, heirs, assigns, grantees, trustees, representatives, and all others holding any interest in the Tract now or in the future, is convicted of a violation under 8 U.S.C. § 1324a(f), BCS shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the date the City notifies BCS of the violation.

21. Amendment. This Agreement may only be amended by a written agreement executed by the Parties.

22. Recitals. The recitals in this Agreement are true and correct, represent representations and warranties of the Parties, and are incorporated as part of this Agreement for all purposes.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

24. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

25. Survival of Covenants. Any covenants of the Parties that are to be performed after termination of this Agreement shall survive termination of this Agreement.

26. **Assignment.** This Agreement may not be assigned by BCS, in whole or in part, without the prior written consent of the City and the MEDC. Any attempted assignment by BCS in violation of the terms and provisions of this section shall be void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

CITY OF MONTGOMERY, TEXAS

_____
Sara Countryman, Mayor

Date: _____

MONTGOMERY ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

BCS MONTGOMERY LLC,
a Texas limited liability company

By: BCS Capital Management LLC,
its Manager

By: _____
Name: Robert Cannon
Title: Manager

Date: _____

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION OF THE TRACT

Tract I:
County: Montgomery
Project: 20500 Eva St Montgomery
M&B No: 24-226(r)
CS Job No: 24222

METES AND BOUNDS DESCRIPTION OF A 32.409 ACRE TRACT

Being a tract of land containing 32.409 acres, located in the John Corner Survey, Abstract Number 9, in Montgomery County, Texas; Said 32.409 acres being out of a called 84.10 acre tract of land recorded in the name of Mara Moja Holdings, LLC in Montgomery County Clerk's File (M.C.C.F.) Number 2004110206 and being out of Restricted Reserve "B" of Mara Mojaville, a subdivision recorded in Cabinet "Z", Sheet 1624, of the Montgomery County Map Records (M.C.M.R.); Said 32.409 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System of 1983, Central Zone):

BEGINNING, at a 5/8-inch iron rod found at the north corner of Restricted Reserve "A" of said Mara Mojaville on the southeast Right-of-Way (R.O.W.) line of C.B. Stewart Drive (width varies per Cabinet "Y", Sheet 51, of the M.C.M.R.);

THENCE, with the southeast R.O.W. line of said C.B. Stewart Drive the following three (3) courses:

1. 205.87 feet along the arc of a curve to the right, having a radius of 610.00 feet, a central angle of 19° 20' 11", and a chord that bears North 38° 16' 00" East, a distance of 204.89 feet to a 5/8-inch iron rod found for a point of tangency;

2. North 47° 56' 06" East, a distance of 396.03 feet to a 5/8-inch iron rod found for an angle point;

3. North 54° 32' 00" East, a distance of 71.22 feet to a 5/8-inch iron rod found for the west corner of a transition line from the southeast R.O.W. line of said C.B. Stewart Drive to the southwest R.O.W. line of Buffalo Springs Drive (width varies per Cabinet "Y", Sheet 51, of the M.C.M.R.);

THENCE, South 89° 13' 47" East, with said transition line, a distance of 16.46 feet to a 5/8-inch iron rod found for the east corner of said transition line;

THENCE, with the southwest and west R.O.W. lines of said Buffalo Springs Drive the following six (6) courses:

1. South 52° 59' 33" East, a distance of 95.45 feet to a 5/8-inch iron rod found for an angle point;

2. South 47° 27' 18" East, a distance of 545.16 feet to a 5/8-inch iron rod found for the beginning of a curve to the right;

3. 689.43 feet along the arc of a curve to the right, having a radius of 710.00 feet, a central angle of 55° 38' 08", and a chord that bears South 19° 38' 14" East, a distance of 662.66 feet to a 5/8-inch capped iron rod set for a point of tangency;

4. South 08° 10' 49" West, a distance of 285.23 feet to a 5/8-inch capped iron rod found for an angle point;

5. South 11° 32' 49" West, a distance of 340.59 feet to a 5/8-inch iron rod found for an angle point;

6. South 08° 10' 49" West, a distance of 146.53 feet to a 5/8-inch capped iron rod set at the northwest intersection of said Buffalo Springs Drive and State Highway 105 (width varies) on the south line of said 84.10 acre tract;

THENCE, North 81° 56' 46" West, with south line of said 84.10 acre tract and the north R.O.W. line of said State Highway 105, a distance of 793.09 feet to a 5/8-inch capped iron rod found for the southeast corner of a called 6.59 acre tract of land recorded in the name of AMJJ, LLC in M.C.C.F. Number 2013017790, from which a Texas Department of Transportation monument found for an angle point in the north line of said State Highway 105 bears North 81° 56' 46" West, a distance of 288.26 feet;

THENCE, North 01° 53' 11" East, through and across said 84.10 acre tract and said Restricted Reserve "B" and with the east line of said 6.59 acre tract, a distance of 776.31 feet to a 5/8-inch capped iron rod found for the northeast corner of said 6.59 acre tract;

THENCE, North 89° 22' 41" West, continuing through and across said 84.10 acre tract and said Restricted Reserve "B" and with the north line of said 6.59 acre tract, a distance of 388.34 feet to a 5/8-inch capped iron rod found for the northwest corner of said 6.59 acre tract on the southeast R.O.W. line of aforesaid C.B. Stewart Drive;

THENCE, North 02° 24' 12" East, with the west line of said Restricted Reserve "B" and the southeast R.O.W. line of said C.B. Stewart Drive, a distance of 30.01 feet to a 5/8-inch capped iron rod set at the northwest corner of said Restricted Reserve "B" and the southwest corner of Restricted Reserve "A" of said Mara Mojaville;

THENCE, South 89° 23' 37" East, with a line common to said Restricted Reserve "B" and said Restricted Reserve "A", a distance of 339.00 feet to a 5/8-inch capped iron rod set for an angle point;

THENCE, through and across said Restricted Reserve "B", the following two (2) courses:

1. North 04° 42' 11" West, a distance of 116.44 feet to a 5/8-inch capped iron rod set for an angle point;

2. North 34° 33' 56" West, a distance of 140.83 feet to a 5/8-inch capped iron rod set on the east line of said Restricted Reserve "A";

THENCE, with the lines common to said Restricted Reserve "A" and "B", the following two (2) courses:

1. North 02° 13' 14" West, a distance of 106.54 feet to a 5/8-inch iron rod found for the northeast corner of said Restricted Reserve "A";
2. **THENCE**, North 61° 57' 37" West, with the north line of said Restricted Reserve "A", a distance of 186.90 feet to the **POINT OF BEGINNING** and containing 32.409 acres of land.

Tract II:

County: Montgomery

Project: 20500 Eva St Montgomery
M&B No: 25-070
CS Job No: 24222

METES AND BOUNDS DESCRIPTION OF A 6.591 ACRE TRACT

Being a tract of land containing 6.591 acres, located in the John Corner Survey, Abstract Number 9, in Montgomery County, Texas; Said 6.591 acres being all of a called 6.59 acre tract of land recorded in the name of AMJJ, LLC in Montgomery County Clerk's File Number (M.C.C.F. No.) 2013017790; Said 6.591 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System of 1983, Central Zone):

BEGINNING, at a 5/8-inch iron rod found at the southwest corner of said 6.59 acre tract, same being the northeast intersection of State Highway 105 (width varies) and C.B. Stewart Drive (width varies per Cabinet "Y", Sheet 51, of the Montgomery County Map Records (M.C.M.R.)), for the southwest corner of the herein described tract;

THENCE, with the west lines of said 6.59 acre tract and with the east Right-of-Way (R.O.W.) line of said C.B. Stewart Drive, the following three (3) courses:

1. North 02° 19' 12" East, a distance of 152.89 feet to a 5/8-inch iron rod found at an angle point;

2. North 00° 32' 17" West, a distance of 400.50 feet to a 5/8-inch iron rod found at an angle point;

3. North 02° 24' 12" East, at a distance of 36.56 feet pass a 5/8-inch iron rod found at the southwest corner of Restricted Reserve "B" of Mara Mojaville, a subdivision recorded in Cabinet "Z", Sheet 1624, of the M.C.M.R., continuing with the west line of said Restricted Reserve "B" an overall distance of 182.09 feet to a 5/8-inch capped iron rod found at the northwest corner of said 6.59 acre tract and the herein described tract;

THENCE, South 89° 22' 41" East, with the north line of said 6.59 acre tract, through and across said Restricted Reserve "B", a distance of 388.34 feet to a 5/8-inch capped iron rod found at the northeast corner of said 6.59 acre tract and the herein described tract;

THENCE, South 01° 53' 11" West, with the east line of said 6.59 acre tract and continuing through and across said Restricted Reserve "B", at a distance of 126.76 feet pass the south line of said Restricted Reserve "B", same being an angle point in the remainder of a called 84.10 acre tract recorded in the name of Mara Moja Holdings, Ltd. in M.C.C.F. No. 2004110206, continuing an overall distance of 776.31 feet to a 5/8-inch capped iron rod found at the southeast corner of said 6.59 acre tract, on the north R.O.W. line of said State Highway 105, for the southeast corner of the herein described tract;

THENCE, with the south lines of said 6.59 acre tract, and with the north R.O.W. lines of said State Highway 105, the following two (2) courses:

1. North 81° 49' 28" West, a distance of 288.26 feet to a 5/8-inch iron rod with a Texas Department of Transportation aluminum disk found at an angle point;
2. North 87° 25' 36" West, a distance of 87.58 feet to the **POINT OF BEGINNING** and containing 6.591 acres of land.

EXHIBIT "B"
METES AND BOUNDS DESCRIPTION OF TRACT I

Tract I:
County: Montgomery
Project: 20500 Eva St Montgomery
M&B No: 24-226(r)
CS Job No: 24222

METES AND BOUNDS DESCRIPTION OF A 32.409 ACRE TRACT

Being a tract of land containing 32.409 acres, located in the John Corner Survey, Abstract Number 9, in Montgomery County, Texas; Said 32.409 acres being out of a called 84.10 acre tract of land recorded in the name of Mara Moja Holdings, LLC in Montgomery County Clerk's File (M.C.C.F.) Number 2004110206 and being out of Restricted Reserve "B" of Mara Mojaville, a subdivision recorded in Cabinet "Z", Sheet 1624, of the Montgomery County Map Records (M.C.M.R.); Said 32.409 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System of 1983, Central Zone):

BEGINNING, at a 5/8-inch iron rod found at the north corner of Restricted Reserve "A" of said Mara Mojaville on the southeast Right-of-Way (R.O.W.) line of C.B. Stewart Drive (width varies per Cabinet "Y", Sheet 51, of the M.C.M.R.);

THENCE, with the southeast R.O.W. line of said C.B. Stewart Drive the following three (3) courses:

1. 205.87 feet along the arc of a curve to the right, having a radius of 610.00 feet, a central angle of 19° 20' 11", and a chord that bears North 38° 16' 00" East, a distance of 204.89 feet to a 5/8-inch iron rod found for a point of tangency;

2. North 47° 56' 06" East, a distance of 396.03 feet to a 5/8-inch iron rod found for an angle point;

3. North 54° 32' 00" East, a distance of 71.22 feet to a 5/8-inch iron rod found for the west corner of a transition line from the southeast R.O.W. line of said C.B. Stewart Drive to the southwest R.O.W. line of Buffalo Springs Drive (width varies per Cabinet "Y", Sheet 51, of the M.C.M.R.);

THENCE, South 89° 13' 47" East, with said transition line, a distance of 16.46 feet to a 5/8-inch iron rod found for the east corner of said transition line;

THENCE, with the southwest and west R.O.W. lines of said Buffalo Springs Drive the following six (6) courses:

1. South 52° 59' 33" East, a distance of 95.45 feet to a 5/8-inch iron rod found for an angle point;

2. South 47° 27' 18" East, a distance of 545.16 feet to a 5/8-inch iron rod found for the beginning of a curve to the right;

3. 689.43 feet along the arc of a curve to the right, having a radius of 710.00 feet, a central angle of 55° 38' 08", and a chord that bears South 19° 38' 14" East, a distance of 662.66 feet to a 5/8-inch capped iron rod set for a point of tangency;

4. South 08° 10' 49" West, a distance of 285.23 feet to a 5/8-inch capped iron rod found for an angle point;

5. South 11° 32' 49" West, a distance of 340.59 feet to a 5/8-inch iron rod found for an angle point;

6. South 08° 10' 49" West, a distance of 146.53 feet to a 5/8-inch capped iron rod set at the northwest intersection of said Buffalo Springs Drive and State Highway 105 (width varies) on the south line of said 84.10 acre tract;

THENCE, North 81° 56' 46" West, with south line of said 84.10 acre tract and the north R.O.W. line of said State Highway 105, a distance of 793.09 feet to a 5/8-inch capped iron rod found for the southeast corner of a called 6.59 acre tract of land recorded in the name of AMJJ, LLC in M.C.C.F. Number 2013017790, from which a Texas Department of Transportation monument found for an angle point in the north line of said State Highway 105 bears North 81° 56' 46" West, a distance of 288.26 feet;

THENCE, North 01° 53' 11" East, through and across said 84.10 acre tract and said Restricted Reserve "B" and with the east line of said 6.59 acre tract, a distance of 776.31 feet to a 5/8-inch capped iron rod found for the northeast corner of said 6.59 acre tract;

THENCE, North 89° 22' 41" West, continuing through and across said 84.10 acre tract and said Restricted Reserve "B" and with the north line of said 6.59 acre tract, a distance of 388.34 feet to a 5/8-inch capped iron rod found for the northwest corner of said 6.59 acre tract on the southeast R.O.W. line of aforesaid C.B. Stewart Drive;

THENCE, North 02° 24' 12" East, with the west line of said Restricted Reserve "B" and the southeast R.O.W. line of said C.B. Stewart Drive, a distance of 30.01 feet to a 5/8-inch capped iron rod set at the northwest corner of said Restricted Reserve "B" and the southwest corner of Restricted Reserve "A" of said Mara Mojaville;

THENCE, South 89° 23' 37" East, with a line common to said Restricted Reserve "B" and said Restricted Reserve "A", a distance of 339.00 feet to a 5/8-inch capped iron rod set for an angle point;

THENCE, through and across said Restricted Reserve "B", the following two (2) courses:

1. North 04° 42' 11" West, a distance of 116.44 feet to a 5/8-inch capped iron rod set for an angle point;

2. North 34° 33' 56" West, a distance of 140.83 feet to a 5/8-inch capped iron rod set on the east line of said Restricted Reserve "A";

THENCE, with the lines common to said Restricted Reserve "A" and "B", the following two (2) courses:

1. North 02° 13' 14" West, a distance of 106.54 feet to a 5/8-inch iron rod found for the northeast corner of said Restricted Reserve "A";
2. **THENCE**, North 61° 57' 37" West, with the north line of said Restricted Reserve "A", a distance of 186.90 feet to the **POINT OF BEGINNING** and containing 32.409 acres of land.

LESS AND EXCEPT:

METES AND BOUNDS DESCRIPTION OF A 11.084 ACRE TRACT

Being a tract of land containing 11.084 acres, located in the John Corner Survey, Abstract Number 8, in Montgomery County, Texas; Said 11.084 acres being out of the remainder of a called 84.10 acre tract of land recorded in the name of Mara Moja Holdings, LLC in Montgomery County Clerk's File (M.C.C.F.) Number 2004110206 and being out of Restricted Reserve "B" of Minor Replat of Mara Mojaville, a subdivision recorded in Cabinet "Z", Sheet 1624, of the Montgomery County Map Records (M.C.M.R.); Said 11.084 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System of 1983, Central Zone):

BEGINNING, at a 5/8-inch iron rod found at the north corner of Restricted Reserve "A" of said Minor Replat of Mara Mojaville, on the southeast Right-of-Way (R.O.W.) line of C.B. Stewart Drive (width varies per Cabinet "Y", Sheet 51, of the M.C.M.R.), for the most westerly corner of the herein described tract;

THENCE, with the southeast R.O.W. line of said C.B. Stewart Drive, the following three (3) courses:

1. 205.87 feet along the arc of a curve to the right, having a radius of 610.00 feet, a central angle of 19° 20' 11", and a chord that bears North 38° 16' 00" East, a distance of 204.89 feet to a 5/8-inch iron rod found at a point of tangency;

2. North 47° 56' 06" East, a distance of 396.03 feet to a 5/8-inch iron rod found at an angle point;

3. North 54° 32' 00" East, a distance of 71.22 feet to a 5/8-inch iron rod found at the west end of a transition line from the southeast R.O.W. line of said C.B. Stewart Drive to the southwest R.O.W. line of Buffalo Springs Drive (width varies per Cabinet "Y", Sheet 51, of the M.C.M.R.), for the westerly north corner of the herein described tract;

THENCE, South 89° 13' 47" East, with said transition line, a distance of 16.46 feet to a 5/8-inch iron rod found at the east end of said transition line, for the easterly north corner of the herein described tract;

THENCE, with the southwest R.O.W. line of said Buffalo Springs Drive, the following three (3) courses:

1. South 52° 59' 33" East, a distance of 95.45 feet to a 5/8-inch iron rod found at an angle point;

2. South 47° 27' 18" East, a distance of 545.16 feet to a 5/8-inch iron rod found at the beginning of a curve to the right;

3. 87.66 feet along the arc of said curve to the right, having a radius of 710.00 feet, a central angle of 07° 04' 26", and a chord that bears South 43° 55' 06" East, a distance of 87.60 feet to a 5/8-inch capped iron rod set for the most easterly corner of the herein described tract;

THENCE, through and across said remainder tract, the following four (4) courses:

1. South 87° 35' 42" West, a distance of 133.48 feet to a 5/8-inch capped iron rod set at the beginning of a curve to the left;

2. 45.27 feet along the arc of said curve to the left, having a radius of 30.00 feet, a central angle of 86° 27' 26", and a chord that bears South 44° 54' 53" West, a distance of 41.09 feet to a 5/8-inch capped iron rod set at a point of tangency;

3. South 00° 41' 22" East, a distance of 301.08 feet to a 5/8-inch capped iron rod set for the southeast corner of the herein described tract;

4. North 81° 53' 01" West, at a distance of 453.58 feet pass the east line of said Restricted Reserve "B", continuing through and across said Restricted Reserve "B" a total distance of 664.97 feet to a 5/8-inch capped iron rod set for the southwest corner of the herein described tract;

THENCE, North 34° 33' 56" West, continuing through and across said Restricted Reserve "B", a distance of 84.32 feet to a 5/8-inch capped iron rod set on a northerly west line of said Restricted Reserve "B" and on the east line of said Restricted Reserve "A";

THENCE, North 02° 13' 14" West, with a line common to said Restricted Reserves "A" and "B", a distance of 106.54 feet to a 5/8-inch iron rod found at the northerly northwest corner of said Restricted Reserve "B" and the northeast corner of said Restricted Reserve "A";

THENCE, North 61° 57' 37" West, with the north line of said Restricted Reserve "A", a distance of 186.90 feet to the **POINT OF BEGINNING** and containing 11.084 acres of land.

Tract II:

County: Montgomery
Project: 20500 Eva St Montgomery
M&B No: 25-070
CS Job No: 24222

METES AND BOUNDS DESCRIPTION OF A 6.591 ACRE TRACT

Being a tract of land containing 6.591 acres, located in the John Corner Survey, Abstract Number 9, in Montgomery County, Texas; Said 6.591 acres being all of a called 6.59 acre tract of land recorded in the name of AMJJ, LLC in Montgomery County Clerk's File Number (M.C.C.F. No.) 2013017790; Said 6.591 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System of 1983, Central Zone):

BEGINNING, at a 5/8-inch iron rod found at the southwest corner of said 6.59 acre tract, same being the northeast intersection of State Highway 105 (width varies) and C.B. Stewart Drive (width varies per Cabinet "Y", Sheet 51, of the Montgomery County Map Records (M.C.M.R.)), for the southwest corner of the herein described tract;

THENCE, with the west lines of said 6.59 acre tract and with the east Right-of-Way (R.O.W.) line of said C.B. Stewart Drive, the following three (3) courses:

1. North 02° 19' 12" East, a distance of 152.89 feet to a 5/8-inch iron rod found at an angle point;

2. North 00° 32' 17" West, a distance of 400.50 feet to a 5/8-inch iron rod found at an angle point;

3. North 02° 24' 12" East, at a distance of 36.56 feet pass a 5/8-inch iron rod found at the southwest corner of Restricted Reserve "B" of Mara Mojaville, a subdivision recorded in Cabinet "Z", Sheet 1624, of the M.C.M.R., continuing with the west line of said Restricted Reserve "B" an overall distance of 182.09 feet to a 5/8-inch capped iron rod found at the northwest corner of said 6.59 acre tract and the herein described tract;

THENCE, South 89° 22' 41" East, with the north line of said 6.59 acre tract, through and across said Restricted Reserve "B", a distance of 388.34 feet to a 5/8-inch capped iron rod found at the northeast corner of said 6.59 acre tract and the herein described tract;

THENCE, South 01° 53' 11" West, with the east line of said 6.59 acre tract and continuing through and across said Restricted Reserve "B", at a distance of 126.76 feet pass the south line of said Restricted Reserve "B", same being an angle point in the remainder of a called 84.10 acre tract recorded in the name of Mara Moja Holdings, Ltd. in M.C.C.F. No. 2004110206, continuing an overall distance of 776.31 feet to a 5/8-inch capped iron rod found at the southeast corner of said 6.59 acre tract, on the north R.O.W. line of said State Highway 105, for the southeast corner of the herein described tract;

THENCE, with the south lines of said 6.59 acre tract, and with the north R.O.W. lines of said State Highway 105, the following two (2) courses:

1. North 81° 49' 28" West, a distance of 288.26 feet to a 5/8-inch iron rod with a Texas Department of Transportation aluminum disk found at an angle point;
2. North 87° 25' 36" West, a distance of 87.58 feet to the **POINT OF BEGINNING** and containing 6.591 acres of land.

EXHIBIT "C"
METES AND BOUNDS DESCRIPTION OF TRACT II

METES AND BOUNDS DESCRIPTION OF A 11.084 ACRE TRACT

Being a tract of land containing 11.084 acres, located in the John Corner Survey, Abstract Number 8, in Montgomery County, Texas; Said 11.084 acres being out of the remainder of a called 84.10 acre tract of land recorded in the name of Mara Moja Holdings, LLC in Montgomery County Clerk's File (M.C.C.F.) Number 2004110206 and being out of Restricted Reserve "B" of Minor Replat of Mara Mojaville, a subdivision recorded in Cabinet "Z", Sheet 1624, of the Montgomery County Map Records (M.C.M.R.); Said 11.084 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System of 1983, Central Zone):

BEGINNING, at a 5/8-inch iron rod found at the north corner of Restricted Reserve "A" of said Minor Replat of Mara Mojaville, on the southeast Right-of-Way (R.O.W.) line of C.B. Stewart Drive (width varies per Cabinet "Y", Sheet 51, of the M.C.M.R.), for the most westerly corner of the herein described tract;

THENCE, with the southeast R.O.W. line of said C.B. Stewart Drive, the following three (3) courses:

1. 205.87 feet along the arc of a curve to the right, having a radius of 610.00 feet, a central angle of 19° 20' 11", and a chord that bears North 38° 16' 00" East, a distance of 204.89 feet to a 5/8-inch iron rod found at a point of tangency;

2. North 47° 56' 06" East, a distance of 396.03 feet to a 5/8-inch iron rod found at an angle point;

3. North 54° 32' 00" East, a distance of 71.22 feet to a 5/8-inch iron rod found at the west end of a transition line from the southeast R.O.W. line of said C.B. Stewart Drive to the southwest R.O.W. line of Buffalo Springs Drive (width varies per Cabinet "Y", Sheet 51, of the M.C.M.R.), for the westerly north corner of the herein described tract;

THENCE, South 89° 13' 47" East, with said transition line, a distance of 16.46 feet to a 5/8-inch iron rod found at the east end of said transition line, for the easterly north corner of the herein described tract;

THENCE, with the southwest R.O.W. line of said Buffalo Springs Drive, the following three (3) courses:

1. South 52° 59' 33" East, a distance of 95.45 feet to a 5/8-inch iron rod found at an angle point;

2. South 47° 27' 18" East, a distance of 545.16 feet to a 5/8-inch iron rod found at the beginning of a curve to the right;

3. 87.66 feet along the arc of said curve to the right, having a radius of 710.00 feet, a central angle of 07° 04' 26", and a chord that bears South 43° 55' 06" East, a distance of 87.60 feet to a 5/8-inch capped iron rod set for the most easterly corner of the herein described tract;

THENCE, through and across said remainder tract, the following four (4) courses:

1. South 87° 35' 42" West, a distance of 133.48 feet to a 5/8-inch capped iron rod set at the beginning of a curve to the left;

2. 45.27 feet along the arc of said curve to the left, having a radius of 30.00 feet, a central angle of 86° 27' 26", and a chord that bears South 44° 54' 53" West, a distance of 41.09 feet to a 5/8-inch capped iron rod set at a point of tangency;

3. South 00° 41' 22" East, a distance of 301.08 feet to a 5/8-inch capped iron rod set for the southeast corner of the herein described tract;

4. North 81° 53' 01" West, at a distance of 453.58 feet pass the east line of said Restricted Reserve "B", continuing through and across said Restricted Reserve "B" a total distance of 664.97 feet to a 5/8-inch capped iron rod set for the southwest corner of the herein described tract;

THENCE, North 34° 33' 56" West, continuing through and across said Restricted Reserve "B", a distance of 84.32 feet to a 5/8-inch capped iron rod set on a northerly west line of said Restricted Reserve "B" and on the east line of said Restricted Reserve "A";

THENCE, North 02° 13' 14" West, with a line common to said Restricted Reserves "A" and "B", a distance of 106.54 feet to a 5/8-inch iron rod found at the northerly northwest corner of said Restricted Reserve "B" and the northeast corner of said Restricted Reserve "A";

THENCE, North 61° 57' 37" West, with the north line of said Restricted Reserve "A", a distance of 186.90 feet to the **POINT OF BEGINNING** and containing 11.084 acres of land.

Montgomery City Council
AGENDA REPORT

Meeting Date: 08/12/2025	**Budgeted Amount:** NONE
Department: Administration	**Prepared By: WGA**

Subject

Discussion on Engineer's Monthly Report

Recommendation

Discussion Only

Discussion

The Engineer's Report is enclosed.

Approved By

City Staff	Ruby Beaven	Date: 07/30/2025

July 30, 2025

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

Re: Monthly Engineering Report
City Council Meeting August 12, 2025

Dear Mayor and Council:

The following is a brief summary that describes our activities since the June 24, 2025, Council Meeting:

Capital Projects (City Funded):

1. **Water Plant No. 2 Improvements** – We received Pay Estimate No. 10 in the amount of $5,670.00 on June 24th. As of June 24, 2025, the contractor was 88% complete by time and 81% complete by value. Change Order No. 2 was approved at the June 24th meeting, to increase the size of the well motor to maximize the pumping efficiency of the well. We received the pump submittal on June 26th and provided approval on July 3rd. The plant is scheduled to go online on August 21, 2025.



July 28, 2025
Well Pump Foundation Formwork

2. **2023 Sanitary Sewer Rehabilitation Phase I** – We received Final Pay Estimate No. 7 & Final in the amount of $6,525.00 on June 26th. The project is complete and the final project close out will be discussed under separate agenda item. The final inspections were held on June 19th and June 25th. The contractor has addressed all remaining punchlist items, and we will discuss further as a separate agenda item.

3. **Downtown Streetscape Improvements** – We are continuing to coordinate the design of the downtown streetscape improvements with Montgomery Economic Development Committee and Ardurra.

4. **McCown St. and Caroline St. Waterline Replacement –** The scope of the project is being revised based on ongoing conversations with the MEDC, Ardurra, and downtown property owners.

5. **Town Creek Wastewater Plant Expansion to 0.3 MGD** – We received a draft Preliminary Engineering Report from Halff on June 10th, with revisions reflecting the new TPDES limits from the TCEQ. We met with Halff on July 2nd to review the draft Preliminary Engineering Report. We coordinated with Public Works and provided comments to Halff. It is our understanding that Halff is finalizing the revised PER and is expected in early August.

6. **Water Plant No. 4** – Council approved the proposal from Baxter & Woodman at the June 10th meeting, and design services have been authorized to begin. We held a kickoff meeting with Baxter & Woodman on June 24th and, according to the schedule, expect to receive the draft Preliminary Engineering Report by August 9th.

7. **College Street Drainage (ARPA Funds) –** We are finalizing the design of the proposed drainage repairs, and plan to be completed with design this month. Grantworks has provided comments on the environmental review, and we are coordinating revisions with the Grantworks Coordinator. Anticipated timing for bidding is subject to approval from Grantworks.

8. **Water Plant No. 3 Booster Pump Addition (ARPA Funds) –** Grantworks has completed the environmental review and authorized us to bid the project. The project is currently bidding, and we plan to open bids on August 13, 2025.

9. **Plez Morgan Erosion –** We are working to complete the preliminary design of the improvements and expect to bring a proposal to complete the final design at the next council meeting. We are working through different alternatives with our geotechnical and structural subconsultants to ensure the adequate approach is taken, and plan to discuss this further at a later Council date.

Capital Projects (Developer Funded):

1. **Old Plantersville Force Main Extension –** We received Pay Estimate No. 7 & Final in the amount of $18,305.83 on July 7th. The contractor completed minor regrading and installation of the permanent spring mix. As a reminder, this project is being funded by Johnson Development as part of their Briarley Development. The City formally accepted the public forcemain infrastructure at the June 22nd meeting. The one-year warranty is scheduled to expire on October 25, 2025

2. **Old Plantersville Waterline Extension –** We received Pay Estimate No. 3 in the amount of $123,714.00 on June 26th. We held a final inspection for the project on June 26th, and the Contractor is currently addressing the remaining punchlist items. As a reminder, this project is being funded by Johnson Development as part of their Briarley Development.



July 24, 2025
Installed Public Fire Hydrant

3. **Lift Station No. 10 Phase II Improvements** – This project was publicly bid on July 17th and we plan to present a recommendation of award as a separate agenda item at a future meeting. As a reminder, the scope of the project includes the addition of a 3*rd* lift pump, emergency generator and minor electrical modifications. As a reminder, this project is being funded by Taylor Morrison as part of their Lone Star Hills (formerly known as Lone Star Ridge) Development.

4. **Lift Station No. 5 Relocation and Sanitary Sewer Extension** – We are finalizing with the design of the lift station relocation required for the Legacy Grove Development. We received TxDOT approval and anticipate receiving TCEQ approval within the next few weeks. We are coordinating with the property owner and City Staff to obtain the necessary easements. Electrical plans and specifications have been received. We have confirmed the scope with geotechnical and structural subconsultants for the lift station. We received the lift station grading surface from L2 and plan to be complete to be complete with design in August 2025. As a reminder, this project is funded by Tri-Pointe Homes as a part of their Legacy Grove Development.

5. **West Lone Star Parkway Waterline Extension** – We held a pre bid meeting on July 29th and are scheduled to receive bids on August 12th. As a reminder, this project is being funded by Tri-Pointe Homes as part of their Legacy Grove Development.

6. **The Crossing at Montgomery Public Lift Station, Force Main Extension and Gravity Sewer Upsizing –** The developer has been notified on July 7th of the required deposit to begin design. We are prepared to begin design upon receipt of the deposit. As a reminder, this project is being funded by Morning Cloud Investments.

Development Agreements:

1. **HEB –** The Development Agreement was executed at the June 24th meeting.

2. **Superior Properties –** The Development Agreement was executed at the June 24th meeting.

3. **BCS Capital –** We plan to meet with BCS Capital on July 31st to discuss comments from BCS Capital received from BCS Capital on July 28th. We will discuss this further as a separate agenda item.

   As a reminder, Council authorized the amendment of the previously completed feasibility study at the May 27th meeting. This will include the adjacent 6-acre parcel located at CB Stewart Dr. and SH-105. This was presented at the July 8th meeting.

4. **Church of Montgomery –** We plan to meet with BCS Capital on August 1st to discuss comments from BCS Capital received from BCS Capital on July 22nd. We plan to discuss this further as a separate agenda item.

5. **Villages of Montgomery** – The MOU was executed at the June 24th meeting. We will continue coordinating with City Staff and the Developer on developing a draft Development Agreement.

6. **Reserve of Mia Lago** – The MOU was executed at the June 24th meeting. We will continue coordinating with City Staff and the Developer on developing a draft Development Agreement.

Developments:

1. **Pre-Development Meeting –** Enclosed is an exhibit showing the location of the Pre-Development Meetings we have had in the last 45 days.

2. **Montgomery Bend Section 3 –** It is our understanding that the Developer has bid the project and expects to begin construction in the next few weeks.

3. **Montgomery Bend Section 4 –** It is our understanding that the Developer plans to bid the project sometime this Fall.

4. **Plan Reviews**

   a. **Lone Star Ridge Section 2 WSD&P –** We did not receive revised plans this month.

   b. **Lone Star Hills (Formerly Lone Star Ridge) Landscaping –** We did not receive revised plans this month.

c. **Briarley PH 1A Hardscape Plans –** We received revised plans on July 1st and provided plan approval on July 30th.

d. **Briarley Hardscape and Landscape Plans for sections 1, 2, and 3 –** We received plans on June 26th and provided comments on July 14th. We received revised plans on July 28th and are proceeding with our review.

e. **Briarley Pond A1 –** We received plans on May 28th and provided comments on July 14th. We received revised plans on July 30th and are proceeding with our review.

f. **Briarley Kammerer Drive Extension WSD&P –** We received plans June 6th and provided comments on July 3rd.

g. **Briarley PH 1A Landscaping and Irrigation Plans–** We received plans on July 2nd and provided comments on July 14th. We received revised plans on July 25th and are proceeding with our review.

h. **Briarley PH 2 Rec Center Plans–** We received plans on June 27th and provided comments on July 10th.

i. **Lone Star Cowboy Church Office Building Expansion Plans –** We received plans on July 1st and provided comments on July 14th.

j. **The Crossing at Montgomery Drainage Study –** We received a drainage study for review on March 18th and provided comments May 5th. We have not received revised plans.

k. **HEB Grading Plans –** We received plans on June 14th and provided a letter of no objection on July 3rd.

l. **HEB Civil Plans –** We received revised plans on June 14th and provided comments on July 7th. We received revised plans on July 14th and are proceeding with our review.

m. **HEB Fuel Center Plans –** We received plans on June 14th and provided comments on July 7th. We received revised plans on July 14th and are proceeding with our review.

n. **HEB TxDOT Plans –** We received plans on June 14th and requested signed and sealed plans on July 3rd.

o. **Hills of Town Creek Section 5 Playground Plans –** We received plans on May 8th and provided a letter of no objection on July 3rd.

p. **Legacy Grove Mass Grading & Detention Revision –** We received revised grading plans on June 9th and provided a letter of no objection on July 3rd.

q. **Legacy Grove Bypass Plans –** We received plans on July 16th and are proceeding with our review.

r. **Villages of Montgomery Drainage Impact Analysis –** We received a drainage impact analysis on June 4th and provided comments on July 3rd.

s. **Superior Properties Multi-Family Duplex Plans –** We received plans on July 8th and provided comments on July 23rd.

t. **Superior Properties Sanitary Sewer Extension Plans –** We received plans on July 8th and provided comments on July 23rd.

u. **Texas First Bank Plans –** We received plans on June 24th and provided comments on July 3rd. We received revised plans on July 14th and provided comments on July 29th.

v. **Mavis Tire Civil and Landscape Plans –** We received plans on July 9th and provided comments on July 29th.

5. Plat Reviews

a. **Superior Properties Preliminary Plat –** We did not receive a revised plat this month.

b. **Montgomery Bend Section 4 Final Plat –** We received the final plat for review on October 7th and provided comments on October 30th. We received a revised plat on November 25th and found no issues with the plat. As a part of Pulte's Traffic Impact Analysis, they are required to construct a traffic signal at the subdivision entrance prior to this being recorded. We plan to withhold approval of this final plat until the signal has been constructed.

c. **Briarley Phase 1B (Sections 4-6) –** We received a revised plats May 13th and provided comments on June 3rd. We have not received revised plats.

d. **Lone Star Cowboy Church Development Plat –** We received a Development plat for review on April 15th and provided comments on May 8th. We did not receive a revised plat this month.

e. **Lone Star Hills (Formerly Lone Star Ridge) Final Plat –**We received a revised final plat on June 6th and provided comments on July 3rd.

f. **Hills of Town Creek Section 5 Partial Re-plat –** We received a partial re-plat for review on May 9th and provided comments on June 3rd. We received a revised re-plat on June 6th and provided comments on June 24th. We received a revised re-plat on July 2nd. We plan to discuss this further as a separate agenda item.

6. Ongoing Construction

a. **Briarley Phase 1A Water, Sanitary, Drainage, and Paving** – The City accepted the public water, sanitary, and drainage infrastructure for sections 1, 2, and 3 at the July 8th meeting.

b. Briarley Phase 1B Water, Sanitary, Drainage, and Paving – The contractor has begun installation of the sanitary sewer line. As a reminder, the Briarley Phase 1B WSD&P plans were approved at the May 13, 2025, meeting.



July 24, 2025
Sanitary Sewer Infrastructure Installation

c. MUD No. 215 Briarley Lift Station (City of Montgomery Lift Station No. 16) – It is our understanding that the contractor has completed construction of the lift station, and the lift station is operational. The Developer is still waiting for the natural gas connection to be completed before the project can be complete and accepted. and is waiting on power to be connected at the lift station. The final inspection will be scheduled once all outstanding punchlist items have been completed.

d. Legacy Grove Mass Grading & Detention – The contractor is continuing clearing and staking the site. As a reminder, this project is being funded by Tri-Pointe Homes.



July 16, 2025
Clearing Progression

e. **Lone Star Hills (formerly known as Lone Star Ridge) Mass Grading & Drainage –** The contractor has begun installing the French drain for the natural spring. As a reminder, this project is being funded by Taylor Morrison.



July 24, 2025
French Drain Installation

7. One-Year Warranty Inspections

f. **Town Creek Crossing Section 1 –** We held a warranty re-inspection on October 10, 2023. The developer and contractor have been non-responsive to addressing the punchlist items. We are pursuing the maintenance bond and are working with the City Attorney to have the work completed.

g. **Montgomery Bend Lift Station –** The 1-year warranty is scheduled to end on August 13, 2025. We are coordinating with the Contractor on scheduling the warranty inspection.

h. **Montgomery Bend Section 1 & 2–** The 1-year warranty is scheduled to end on August 13, 2025. We are coordinating with the Contractor on scheduling the warranty inspection. We plan to discuss a request to extend the sidewalk installation deadline this further as a separate agenda item.

i. **Buffalo Springs Drive Roadway Improvement –** The 1-year warranty is scheduled to end on September 12, 2025. The warranty inspection is scheduled to be held on August 14th.

General Ongoing Activities:

1. **Stewart Creek Wastewater Treatment Plant TPDES Permit Amendment** – As authorized by Council at their April 8th meeting, we are preparing a TPDES Permit amendment to allow for an additional ultimate phase with a flow of 0.8 MGD. The plant is currently rated for 0.4 MGD flow. The proposed amendment would allow for additional flow, should the City require it. We are coordinating with Public Works and the City's Operator to obtain all of the required samples and plan to submit to the TCEQ in August. Based on TCEQ review times we anticipate receiving the final permit in July 2026.

2. **TxDOT:**
    a. **Access Management along SH-105 from Grimes County Line to Shepperd Street –** We attended the stakeholders and Transportation Advisory Committee ("TAC") meeting on May 13th. Per TxDOT the project will be moving forward in three phases and is slated to let in September 2027, with the portion within the City being scheduled for phase 3. Based on new plans from TxDOT, the previously proposed raised medians have been removed from the design. We provided an utility exception memo to TxDOT and are finalizing all existing conflicts with TxDOT and their engineer to confirm the required utility relocations.

    b. **FM 1097 and Buffalo Springs Drive Traffic Signal –** It is our understanding that the design is complete and TxDOT is finalizing a timeline for construction. We will provide a schedule on construction once received from TxDOT.

    c. **FM 1097 & Atkins Creek Drainage Improvements –** It is our understanding that TxDOT bid the project in June and plan to begin construction in the next few weeks. Per TxDOT, the repairs will be phased allowing FM 1097 to be partially operational.

    d. **FM 1097 & Hazel Road (Montgomery Bend)–** It is our understanding that the Developer has received all TxDOT approvals for the proposed signal and bidding the project. Per our correspondence with the Developer, construction is expected to begin Q4 of 2025. As a reminder, this signal was required to be constructed and operational prior to the acceptance of Section 4 of Montgomery Bend. This project is being funded by Pulte Homes.

3. **Lone Star Bend and Lone Star Parkway Improvements –** It is our understanding that the County has begun work on the temporary traffic signal. Montgomery County has included plans to install a permanent traffic signal and widen Lone Star Parkway to four lanes with a center median with their recently approved 2025 Road Bond.

4. **Stanley Lake Interconnect –** We met with Stanley Lake MUD on April 11th to discuss the potential emergency interconnect with Stanley Lake MUD. We are continuing to coordinate with their consultants, and the adjacent Developer on the overall scope and requirements of the proposed interconnect.

5. **Biweekly Operations Call –** We are continuing the biweekly operations calls with City Staff and City's operator, Hays Utility North Corporation.

6. **Fiscal Year 2025 CIP Snapshot & Rate Order Analysis-** We presented our rate study analysis to Council at their May 22nd Workshop. We are finalizing our utility and tax rate analysis based on feedback from City staff and the City's Financial Advisor.

7. **Kendig Keast Unified Development Ordinance-** We are preparing comments to the draft interim Chapter 98 ordinances. It is our understanding that Kendig Keast plans to present their final UDO codifications in November of this year.

8. **Clean Water/Drinking Water State Revolving Fund-** No engineering update this month.

9. **Impact Fee Update –** The Bi-Annual update to the Capital Improvement Plan and impact fee projects was approved by the Planning & Zoning Commission, acting as the Capital Impact Advisory Committee, at the June 11th meeting. The Public Hearing to review the proposed updates was set for August 26th at the July 22nd meeting.

Please let me know if you have any questions.

Sincerely,

Chris Roznovsky, PE
City Engineer

Z:\00574 (City of Montgomery)_900 General Consultation\Meeting Files\Engineer's Reports\2025\08.2025\Review\08-2025 Engineer's Report.docx

Attachments – Active Developments Map
Pre-Development Meeting Map

Cc (via email): The Planning and Zoning Commission – City of Montgomery
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney
Mr. Brent Walker – City Administrator – City of Montgomery

Montgomery Bend [Pulte Homes] Subdivision Sec. 1 (69 Lots, 23.5 ac.)

Montgomery Bend [Pulte Homes] Subdivision Sec. 4 (67 Lots, 12.5 ac.)

Montgomery Bend [Pulte Homes] Subdivision Sec. 3 (85 Lots, 16.4 ac.)

Town Creek Crossing Sec.1 [MCMUD160] (150 Lots, 41.5 ac.)

Montgomery Bend [Pulte Homes] Subdivision Sec. 2 (88 Lots, 27.6 ac.)

MISD Athletic Complex Improvements (69.6 ac.)

Superior Properties [Properties of Texas] (15.2 ac.)

MISD CTE/Ag Barn (35.9 ac.)

Lone Star Hills [Taylor Morrison] (190 Lots, 56.6 ac.)

Hills of Town Creek Sec. 5 [K Hovnanian] (73 Lots, 18.8 ac.)

Legacy Grove [Tri-Pointe] (136 Lots, 106.5 ac.)

Quickshift [Lonebuff Ventures] (1.6 ac.)

Church of Montgomery [Woodlands Methodis Church] (14.1 ac.)

Villages of Montgomery [Devpoint, LLC] (98 Lots, 47.7 ac.)

Commercial/Multi-Family Tract [BCS Capital] (39.1 ac.)

Mia Lago Reserve [Dunhill Builders, LLC] (59 Lots, 74.6 ac.)

Crossing at Montgomery [Morning Cloud Investments/ Solid Bridge Development] (246 Lots, 100.0 ac.)

Lone Star Cowboy Church (59.2 ac.)

Firestone Auto [NDC Holdings, LP] (1 ac.)

Montgomery First Reserve C Texas First Bank (1 Lot, 1.2 ac.)

HEB (32.3 ac.)

MISD Fuel Center (8.3 ac.)

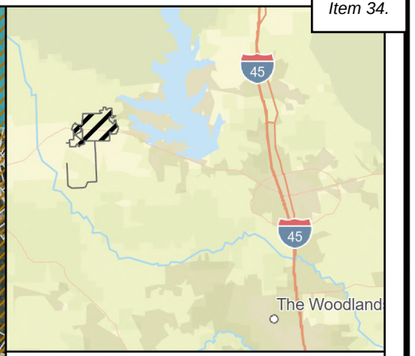
Mavis Tire & Oil [Mavis Southeast LLC] (3.5 ac.)

Briarley Ph. 1B [Johnson Development] (112 Lots, 44.0 ac.)

Briarley Ph. 3 [Johnson Development] (180 Lots, 78.7 ac.)

Briarley Ph. 2 [Johnson Development] (203 Lots, 154.6 ac.)

Briarley Ph. 1A [Johnson Development] (174 Lots, 102.5 ac.)



Legend

- Montgomery City Limits
- Montgomery ETJ
- Conroe ETJ

Development Status

- In Design
- In Design/Construction
- Planning/Feasibility
- Under Construction
- Approved Civil Plans
- Under Warranty

Flood Zones

- Floodway
- 100-year
- 500-year

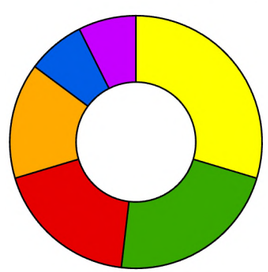
This exhibit only includes Developments that have either executed Development Agreements, or Escrow accounts with the City of Montgomery

N

0 1,300 2,600 Feet

Active Developments Map July 2025

Active Developments



Project Status

- In Design 29.6% (8)
- Under Warranty 22.2% (6)
- Planning/Feasibility 18.5% (5)
- Under Construction 14.8% (4)
- Approved Civil Plans 7.4% (2)
- In Design/Construction 7.4% (2)

CITY OF MONTGOMERY TEXAS EST 1837 BIRTHPLACE OF THE TEXAS FLAG

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

WGA

FM 1097 Retail Plaza
[Cruz Real Estate Ventures LLC]
(1 Lot, 1.99 ac.)

Flex Warehouse
[Holle Trust]
(1 Lot, 2.75 ac.)

Multi-Family Development
[NewCor]
(1 Lot, 19.75 ac.)

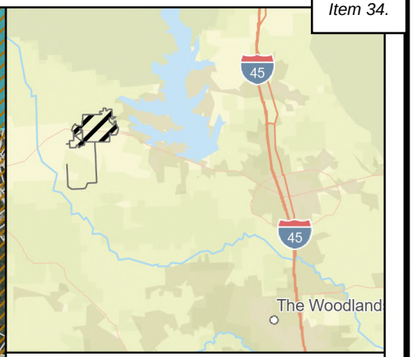
Buffalo Springs
Reserve B
[Kashif Dhukka]
(1 Lot, 2.75 ac.)

Montgomery First
Reserve A
[NewCor Development]
(1 Lot, 16,4 ac.)

Heritage Place PH III
[CMC Partnership LTD]
(2 Lots, 1ac.)

Peel Junction Industrial Improvements
[Peel Junction Investments]
(1 Lot, 2 ac.)

Commercial Development
[SR 105 LLC]
(1 Lot, 13 ac.)



Legend

- Montgomery City Limits
- Montgomery ETJ
- Conroe ETJ

Flood Zones

- Floodway
- 100-year
- 500-year

N

0 1,300 2,600 Feet

Pre-Developments Map
July 2025

CITY OF MONTGOMERY
TEXAS EST 1837
BIRTHPLACE OF THE TEXAS FLAG

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

WGA

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount: NA**
Department: Public Works	**Prepared By: Mike Muckleroy**

Subject

Public Works Monthly Report June 2025

Recommendation

Approve the report as presented.

Discussion

Review the report.

Approved By

Public Works Director	Mike Muckleroy	Date: 07/28/2025
City Administrator	Brent Walker	Date: 07/28/2025

101 OLD PLANTERSVILLE ROAD, MONTGOMERY, TEXAS 77316

Telephone: (936) 597-6434

Public Works Department
Monthly Report for June 2025

Water

- Completed monthly cutoff list for nonpayment.
- Completed monthly leak notification door hangers.
- Completed monthly meter verification list.
- Completed monthly check of idle meter list for consumption. No issues were found.
- Completed 18 work orders for activate/deactivate service.
- Completed 11 work orders for endpoint maintenance issues.
- Completed 12 work orders for water leaks.
- Completed 9 work orders for miscellaneous water issues.
- Completed 6 work orders for water taps.
- Adjusted Hills of Town Creek meter box for blowoff access.
- Discussed leaks on the customer's side of the meter with each customer on Lone Star Bend and Eva Street.
- Repaired leaks on McGinnis Lane, Peninsula Point Drive, and Baja St.
- Replaced meter, endpoint, and meter box on Waterstone.
- Replaced two-meter boxes on Peninsula Point Drive.
- Flushed new section of water main on Old Plantersville Road.
- Annual CCR included in June billing.

Wastewater

- Completed 7 work orders for sewer taps.
- Disposed of dead armadillo at Lift station 10.

Streets/Drainage/ROW

- Completed 3 work orders for Street ROW – Ditch/Drainage.
- Completed daily utility locates as necessary.
- Completed daily removal of bandit signs as necessary.
- Completed items for weed patrol.
- Installed culverts on Baja and Clepper.
- Disposed of dead cat found at Clepper @ Prairie and dead armadillo found at FM 149 @ Berkley.
- Following MCESD#2 cleared intersection of fallen tree and removed tree debris at Prairie @ Clepper following MCESD#2 cleared intersection.
- Trimmed low hanging branches throughout town.
- Regrade berm near culvert on Baja.
- Checked storm inlets throughout city following rain.

PUBLIC WORKS

FIRST RESPONDER

- Removed debris from ditch on Pond St.
- Added rock to WWTP#1 driveway.
- Removed rock on Clepper.
- Removed refrigerator at Lonestar Bend and Lonestar Parkway.
- Flail mowed trees and bushes in right of way throughout town.
- Filled in pothole in the middle of CB Stewart north of SH 105.
- Filled in potholes at bridge just outside of Waterstone.

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 17 work orders for general-City Hall maintenance.
- Removed file cabinet at City Hall and oiled chairs in conference room.
- Installed dry erase board in City Administrator's office.
- Removed excess chairs at City Hall.
- Moved bookshelf into City Administrator's office.
- Assemble new file cabinets for Deputy City Secretary and HR & AP Specialist
- Retrieved flags from storage to add to Utility Billing's depleted supply for sale.
- Assembled office chair for City Administrator.
- Returned chairs on PD side of City Hall to PW shop.
- Replaced light bulbs on Community Center lights along FM 149.
- Unclogged A/C drain at Community Center.
- Repaired Community Center flag.
- Organized PW Shop.
- Re-graded WWTP#2 drive.
- Reinstalled surveillance camera Wi-Fi extender box and adjusted camera repeater at WWTP#2.
- Removed limbs and foliage from WWTP#2 fence line.
- Installed new hydraulic hoses on flail mower.

Parks/Recreation

- Posted all park reservation notices.
- Completed 36 work orders for maintenance-parks issues.
- M/W/F cleaning of all restrooms and grounds.
- Fernland docents reported 473 visitors and provided 60 tours for the month.
- Finished pressure washing Cedar Brake Park.
- Moved two tri-panel folding screens and one small pine ladies writing desk to Fernland Historical Park's Armold Simonton House.
- Cleaned restroom, swept floors, and removed cobwebs at Fernland Historical Park.
- Moved oriental rug to Fernland Historical Park.
- Assisted Fernland Lead Docent reestablish email, etc. following City Hall's security breach.
- Delivered, emptied, and returned trailer for the Lake Conroe Rotary Club work day at Memory Park.
- Picked up and delivered crushed granite to Memory Park parking lot.

General

- Attended weekly Leadership Team meetings.
- Completed 19 work orders for maintenance-general issues.
- Completed monthly safety meeting with department and safety officer.
- Attended bi-weekly conference calls with utility operator and engineer.



- Setup, attended, and returned equipment to the PW yard for the quarterly Heavy Trash event.
- Participated in the Budget Workshop.
- Participated in Consolidated Communications telephone replacement.
- Attended TWUA Meeting.
- Attended the City of Montgomery & TXDOT HOU Bi-Annual Coordination Meeting.
- Participated in the Kickoff Meeting for Water Plant #4.
- Participated in the MCMUD 215 Redbird Meadows/Briarley Lift Station Start Up Meeting.
- Participated in citywide facility tour with Tom Czulewicz.
- Met with Kevin Smith, Montgomery Lions Club.

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount: NA**
Department: Public Works	**Prepared By: Mike Muckleroy**

Subject

Utility Operations Monthly Report June 2025

Recommendation

Approve the report as presented.

Discussion

Review the report.

Approved By

Public Works Director	Mike Muckleroy	Date: 07/28/2025
City Administrator	Brent Walker	Date: 07/28/2025

Water and Wastewater Operations and Management
375 Lake Meadows Drive, Montgomery, Texas 77356
Ph:936-588-1166

CITY OF MONTGOMERY

MONTHLY OPERATIONS REPORT

DATE
07/23/25

METER COUNT	
Total	**1,380**

CONSUMPTION		
05/31/25	**to**	**06/30/25**
Billed Consumption		14,307,645
Estimated Flushing		1,225,000
Total		**15,532,645**

Plant Pumpage	16,864,700
Accountability	**92.10%**

	Well #2	Well #3	Well #4
Well Pumpage	N/A	8,811,700	8,053,000
Calculated Well GPM	N/A	526.8	1199.4
Avg Well Run Hours	N/A	9.3	3.7

CITY OF MONTGOMERY

DATE
07/23/25

MONTHLY OPERATIONS SUMMARY

WASTEWATER TREATMENT PLANT
June 2025

TPDES Permit # WQ0014737001 Expires: 06/01/2027

NPDES Permit # TX0128031

Effluent Quality Data: Reported for June-25

	Reported	Permitted	Annual Average	Excursion
BOD 5 Average	2.32 mg/l	10.00 mg/l	2.56 mg/l	NO
TSS Average	3.39 mg/l	15.00 mg/l	3.88 mg/l	NO
NH3	0.04 mg/l	2.00 mg/l	0.05 mg/l	NO
CL2 Res Min	1.92 mg/l	1.00 mg/l	1.41 mg/l	NO
CL2 Res Max	3.61 mg/l	4.00 mg/l	3.57 mg/l	NO
Oxygen	7.09 mg/l	4.00 mg/l	7.49 mg/l	NO
Flow Average	**0.262 mgd**	0.400 mgd	0.236 mgd	NO

Effluent Quality Compliant with Discharge Permit ? YES

The plant was operated within all parameters of our permit.
No violation notices were received from any other local agency.

CITY OF MONTGOMERY
MONTHLY OPERATIONS SUMMARY

GROUND WATER PERMIT PUMPAGE

June 2025

LONE STAR GROUNDWATER CONSERVATION DISTRICT
PERMIT #OP-04072101D/HUP040 & 13012801B AWS - 01/01/25 - 12/31/25

	"Gulf Coast Aquifer" - Jasper		Catahoula Aquifer	
Jan-25	6,094,300		6,240,000	
Feb-25	5,256,300		6,868,000	
Mar-25	7,347,100		8,224,000	
Apr-25	7,680,000		8,304,000	
May-25	9,852,600		8,637,000	
Jun-25	8,811,700		8,053,000	
Jul-25				
Aug-25				
Sep-25				
Oct-25				
Nov-25				
Dec-25				
Total Pumpage	45,042,000	23.57%	46,326,000	24.22%
2025 Permitted Withdrawal:	191,081,000		191,250,000	

Permit Summary Gulf Coast Aquifer

Historical Use Permit Amount:	92,930,000
2025 Permitted Withdrawal:	92,930,000

Alternative Water Summary

City of Montgomery - Alternate Water Source Permit:	90,000,000
Total 2025 GRP AWS Permitted Withdrawal:	90,000,000

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount:**
Department: Police Department	**Prepared By: Anthony Solomon**

Subject

June 2025 PD & CE/PZA Report

Recommendation

Discussion

Approved By

Brent Walker	City Administrator	Date: 08/04/2025

Montgomery Police Department
Chief: Anthony Solomon

Activity Report

June 1, 2025 – June 30, 2025

Patrol Division

- Calls for Service - 264
- Total Reports - 41
- Citations Issued - 219
- Warnings Issued - 311
- Arrests - 13
- Accidents - 12

Investigation Division

- Total number of assigned cases to C.I.D. for the month: 5

Breakdown by Offense Category

- DWI - 3
- Driving While DL Invalid - 1
- Drug Arrests - 4
- Warrant Arrests - 3
- Theft - 2
- Burglary - 1
- Violate Protective Order - 1

Personnel/Training

The following training sessions were completed during the month of June 2025:

- C. Gutierrez - ALERRT training
- Sgt Voytko & Sgt Graves - Ideation & Analytic Methodologies Workshop - enhance decision-making in Critical Threat & Incident Situations
- B. Gutierrez - De-escalation

Major Incidents

- No major incidents occurred in June.

Upcoming Events

- Faith & Blue – October 7th from 6-8pm

Traffic and Safety Initiatives

- The Police Department is in the process of implementing several new traffic and safety initiatives in the coming month.

City of Montgomery

June 2025
Code Enforcement Officer
Planning/Zoning Administrator
Monthly Report

Code Enforcement:	Field investigations	3
	Illegal dumping	1
	Nuisance	5
	Outside jurisdiction	25
	Oversized/Overweight load	4
	Signs	9
	Work without permit	2
Planning and Zoning:	Signs	2 (Historic Preservation District)
	Remodel/Improvements	3 (Historic Preservation District)
	SUP	3
MEDC:	Projects:	Wayfinding signs
		Historic Downtown Streetscape and waste consolidation
Administration:	GeneraliInquiry	33
	Open records req	5
	Permit reviews	19
	Reconcile invoices	1
	Zoning letters	1
	Ch 98 review	

Prepared by: Corinne Tilley

Montgomery City Council
AGENDA REPORT

Meeting Date:	**Budgeted Amount:** N/A
Department: Municipal Court	**Prepared By: Kimberly Duckett**

Subject

June 2025 Court Report

Recommendation

Discussion

Approved By

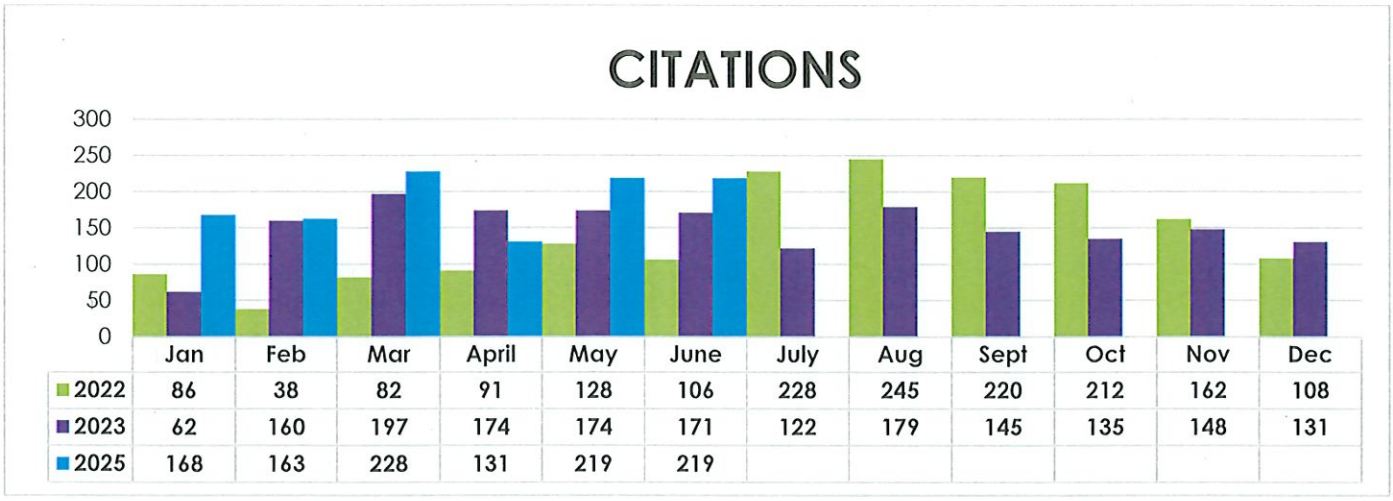
Brent Walker	City Administrator	Date: 07/30/2025



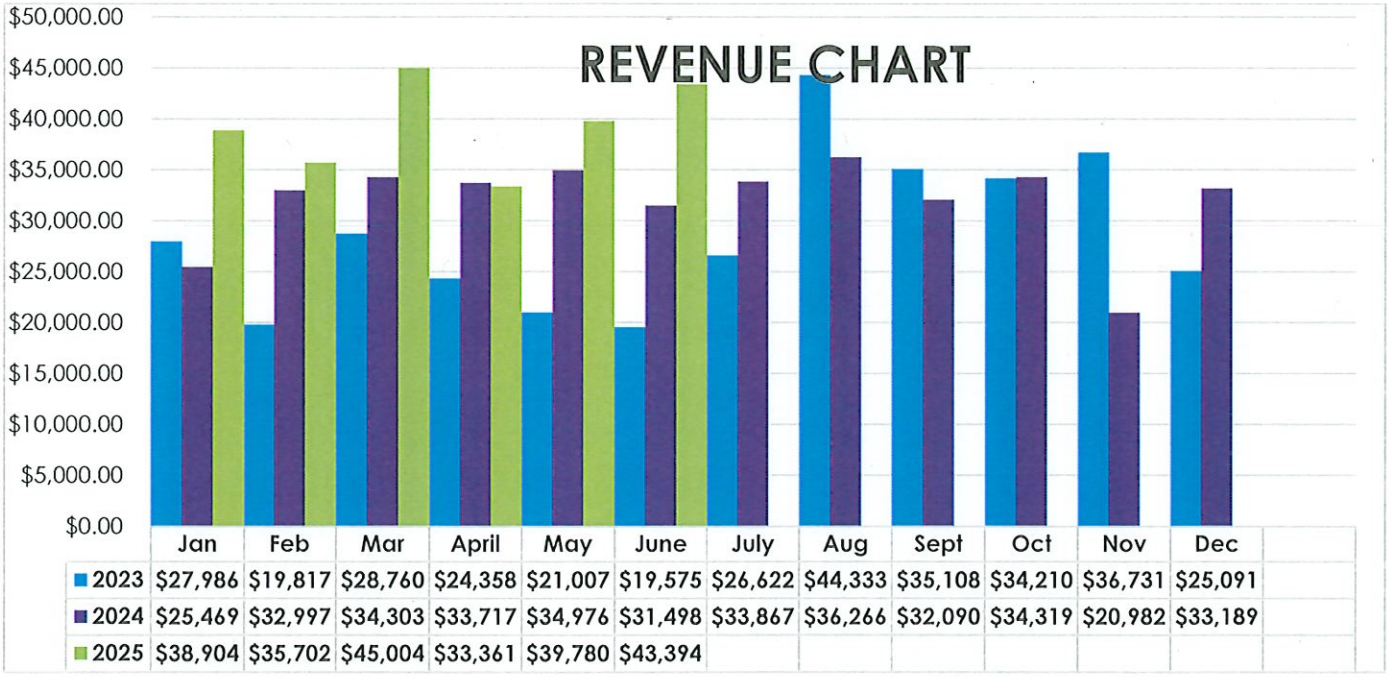
CITY OF MONTGOMERY MUNICIPAL COURT

JUNE 2025

KIMBERLY DUCKETT, COURT ADMINISTRATOR



	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2022	86	38	82	91	128	106	228	245	220	212	162	108
2023	62	160	197	174	174	171	122	179	145	135	148	131
2025	168	163	228	131	219	219						



	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2023	$27,986	$19,817	$28,760	$24,358	$21,007	$19,575	$26,622	$44,333	$35,108	$34,210	$36,731	$25,091
2024	$25,469	$32,997	$34,303	$33,717	$34,976	$31,498	$33,867	$36,266	$32,090	$34,319	$20,982	$33,189
2025	$38,904	$35,702	$45,004	$33,361	$39,780	$43,394						

Comparison Chart

Citations and Revenue January 2023 - 2025

	2023	2024	2025
Jan	86	62	168
Feb	38	160	163
Mar	82	197	228
April	91	174	131
May	128	174	219
June	106	171	219
July	228	122	
Aug	245	179	
Sept	220	145	
Oct	212	135	
Nov	162	148	
Dec	108	131	
Totals	1706	1798	1128

	2023	2024	2025
Jan	$27,986.26	$25,469.91	$38,904.53
Feb	$19,817.26	$32,997.74	$35,702.10
Mar	$28,760.79	$34,303.88	$45,004.03
April	$24,358.01	$33,717.99	$33,361.77
May	$21,007.77	$34,976.71	$39,780.87
June	$19,575.84	$31,498.12	$43,394.92
July	$26,622.80	$33,867.49	
Aug	$44,333.70	$36,266.97	
Sept	$35,108.51	$32,090.14	
Oct	$34,210.67	$34,319.49	
Nov	$36,731.64	$20,982.42	
Dec	$25,091.27	$33,189.92	
Totals	$343,604.52	$383,680.78	$236,148.22

TO: City Council
FROM: Municipal Court

RE: Monthly Court Fines and Costs Collected and Number of Cases Filed
Report for the Month of June 2025

Court Collections	Current
FINES OTHER THAN TRAFFIC (FINES)	$ 1,814.80
TRAFFIC FINES (TF and FT)	$ 14,246.30
Dedicated Funds	
Local Building Security Fund (LMCBSF)	$ 841.79
Building Security ($3.00) *(MCSB)*	$ 6.00
Local Court Technology Fund (LMCTF)	$ 687.16
Court Technology ($4.00) *(CTF)*	$ 8.00
Child Safety Fund ($25.00 & $20.00) *(CS & CS2)*	$ 34.28
Judicial Efficiency ($2.50) *(TP-L-C) (Time Payment Fee)*	$ -
Judicial Efficiency ($0.60) *(JFCI) (Judicial Support Fee)*	$ 1.20
Local Truancy Prevention Fund (LTPDF)	$ 858.96
Non-Dedicated Funds (General Fund)	
Traffic Fund Costs ($3.00) *(TFC)*	$ 367.96
Arrest Fees ($5.00) *(AR)*	$ 858.96
Warrant Fees ($50.00) *(WRNTFE)*	$ 550.00
Summons Fees $35.00 (SF)	
Administrative Fees ($10.00) *(DSC)*	$ 520.00
(Driving Safety Course Fee)	
Administrative Fees ($20.00 &$10.00) *(AF & AF2)*	$ 600.00
(*Dismissal Fees*)	$ -
Special Expense Fees(different amounts) *(ADMIN)*	$ 246.90
(*Held in Bond*)	
Local Municipal Jury Fund (LMJF)	$ 17.19
Local Omni Fee ($4.00) *(TLFTA3)*	$ 44.00
Moving Violation Fee ($0.01) *(CJFC)*	$ 0.01
OverPayment (OP)	$ -
Time Payment Fee ($10.00) *(TP-L)*	$ -
Time Payment Reimbursement Fee (TPRF)	$30.00
Service Fees (for handling court costs for state)	
CITY TOTAL	**$ 21,733.51**

STATE COURT COSTS

CCC 2020	$ 10,651.04
Consolidated Court Costs ($40.00) *(CCC04)*	$ 80.00
State Traffic Fee ($30.00) *(STF)* (STF19)	$ 6,092.76
State Juror Reimbursement Fee ($4.00) *(SJF)*	$ 8.00
Judicial Support Fee ($5.40) *(JFCT2 & JFCT)*	$ 10.80
Indigent Defense Fee ($2.00) *(IDF)*	$ 4.00
Moving Violation Fee ($0.09) *(CJFS)*	$ 0.09
Child Psgn Safety Seat Sys. Fee ($0.15)(CSS)	$ -

Time Payment Fee ($12.50) *(TP-S)*	$	-
OmniBase FTA ($20.00) *(TLFTA1)*	$	40.00
Fees Assessed between 1997 &2004 *(FA, CCC, CMI,CVC, JV,JCPT2,JCD2)*		
Truancy Prevention Fund ($2.00) (TPF 2014) (TPF)	$	4.00
STATE TOTAL	**$**	**16,890.69**
Child Safety Seat Fines (half to state)		
(Paid at end of city fiscal year)		
VENDOR PAYMENTS		
OmniBase (DPS FTA Program Vendor) ($6.00) *(TLFTA2)*	$	66.00
Collection Agency (30% of amount past due) *(COLAGY)*	$	1,028.82
VENDOR TOTAL:	$	1,094.82
Non-Cash Transactions (jail credit & community service)		
Cash Appearance Bonds Collected		
Cash Bonds Applied to Fines (both appearance /def)	$	3,675.90
Cash Bonds Refunded		
Overage Collected		
Adjustments		
TOTAL	$	39,719.02
GRAND TOTAL	$	43,394.92
Number of Citations		**219**
Number of Violations		**252**
Number of Citations Juveniles		**3**
Number of Citations Minors		**28**

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By:** Maryann Carl

Subject

Financial Report June 2025

Recommendation

Approve the Finance report for the period ending June 30, 2025.

Discussion

Since we have completed our General Ledger conversion process, you will now see categories on the Budget Report Summary.

Sales tax receipts are up by 25% over last year. This is impacted by large audit payment that we received back in February but overall, sales tax receipts are up, primarily in the retail trade, lodging/food services, and mining/oil/gas.

Approved By

Ruby Beaven	City Secretary	Date: 7/31/2025

City of Montgomery

Financial Report

As of June 30, 2025

City of Montgomery, TX

Budget Report
Group Summary
For Fiscal: 2024-2025 Period Ending: 06/30/2025

ExpCategory;RevCategor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Revenue						
Department: 00 - Revenue						
41 - Taxes	5,939,738.00	5,939,738.00	454,826.12	5,649,531.44	-290,206.56	4.89%
42 - Licenses & Permits	487,500.00	487,500.00	31,202.50	405,802.61	-81,697.39	16.76%
43 - Intergovernmental	1,050.00	1,050.00	0.00	3,035.65	1,985.65	189.11%
44 - Fine & Fees	228,510.00	228,510.00	24,443.33	205,604.10	-22,905.90	10.02%
46 - Miscellaneous Revenues	299,354.00	299,354.00	34,730.97	466,176.64	166,822.64	55.73%
Department: 00 - Revenue Total:	**6,956,152.00**	**6,956,152.00**	**545,202.92**	**6,730,150.44**	**-226,001.56**	**3.25%**
Revenue Total:	**6,956,152.00**	**6,956,152.00**	**545,202.92**	**6,730,150.44**	**-226,001.56**	**3.25%**
Expense						
Department: 10 - Administration						
51 - Personnel / Personnel Services	884,840.00	884,840.00	49,941.28	515,136.48	369,703.52	41.78%
52 - Services	948,800.00	948,800.00	118,124.28	784,581.94	164,218.06	17.31%
53 - Supplies	71,156.00	71,156.00	4,185.19	59,681.47	11,474.53	16.13%
54 - Other Operations	650,000.00	650,000.00	0.00	0.00	650,000.00	100.00%
55 - Capital Outlay	1,000.00	1,000.00	263.02	290,148.99	-289,148.99	-28,914.90%
Department: 10 - Administration Total:	**2,555,796.00**	**2,555,796.00**	**172,513.77**	**1,649,548.88**	**906,247.12**	**35.46%**
Department: 11 - Police						
51 - Personnel / Personnel Services	2,012,515.00	2,012,515.00	174,928.66	1,494,393.02	518,121.98	25.74%
52 - Services	135,720.00	135,720.00	27,017.85	104,169.41	31,550.59	23.25%
53 - Supplies	203,486.00	203,486.00	13,574.73	165,640.42	37,845.58	18.60%
55 - Capital Outlay	355,651.00	355,651.00	12,932.04	176,454.45	179,196.55	50.39%
Department: 11 - Police Total:	**2,707,372.00**	**2,707,372.00**	**228,453.28**	**1,940,657.30**	**766,714.70**	**28.32%**
Department: 12 - Public Works						
51 - Personnel / Personnel Services	320,160.00	320,160.00	22,808.09	209,922.47	110,237.53	34.43%
52 - Services	696,675.00	696,675.00	66,873.35	450,422.50	246,252.50	35.35%
53 - Supplies	74,705.00	74,705.00	4,581.37	38,150.61	36,554.39	48.93%
55 - Capital Outlay	93,000.00	93,000.00	1,004.30	25,309.64	67,690.36	72.79%
Department: 12 - Public Works Total:	**1,184,540.00**	**1,184,540.00**	**95,267.11**	**723,805.22**	**460,734.78**	**38.90%**
Department: 13 - Court						
51 - Personnel / Personnel Services	247,787.00	247,787.00	19,715.06	182,090.02	65,696.98	26.51%
52 - Services	70,800.00	70,800.00	4,714.05	49,563.33	21,236.67	30.00%
53 - Supplies	15,456.00	15,456.00	862.17	12,794.89	2,661.11	17.22%
55 - Capital Outlay	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%
Department: 13 - Court Total:	**337,043.00**	**337,043.00**	**25,291.28**	**244,448.24**	**92,594.76**	**27.47%**
Expense Total:	**6,784,751.00**	**6,784,751.00**	**521,525.44**	**4,558,459.64**	**2,226,291.36**	**32.81%**
Total Revenues	**6,956,152.00**	**6,956,152.00**	**545,202.92**	**6,730,150.44**	**-226,001.56**	**3.25%**
Total Expenses	**6,784,751.00**	**6,784,751.00**	**521,525.44**	**4,558,459.64**	**2,226,291.36**	**32.81%**
Fund: 100 - General Fund Surplus (Deficit):	**171,401.00**	**171,401.00**	**23,677.48**	**2,171,690.80**	**2,000,289.80**	**-1,167.02%**
Fund: 150 - Montgomery PID						
Revenue						
Department: 00 - Revenue						
41 - Taxes	46,595.00	46,595.00	0.00	46,269.35	-325.65	0.70%
Department: 00 - Revenue Total:	**46,595.00**	**46,595.00**	**0.00**	**46,269.35**	**-325.65**	**0.70%**
Revenue Total:	**46,595.00**	**46,595.00**	**0.00**	**46,269.35**	**-325.65**	**0.70%**

Budget Report **For Fiscal: 2024-2025 Period Ending: 06/30/2025**

ExpCategory;RevCategor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense						
Department: 15 - Montgomery PID						
54 - Other Operations	45,995.00	45,995.00	0.00	0.00	45,995.00	100.00%
Department: 15 - Montgomery PID Total:	**45,995.00**	**45,995.00**	**0.00**	**0.00**	**45,995.00**	**100.00%**
Expense Total:	**45,995.00**	**45,995.00**	**0.00**	**0.00**	**45,995.00**	**100.00%**
Total Revenues	**46,595.00**	**46,595.00**	**0.00**	**46,269.35**	**-325.65**	**0.70%**
Total Expenses	**45,995.00**	**45,995.00**	**0.00**	**0.00**	**45,995.00**	**100.00%**
Fund: 150 - Montgomery PID Surplus (Deficit):	**600.00**	**600.00**	**0.00**	**46,269.35**	**45,669.35**	**-7,611.56%**
Fund: 200 - Capital Projects						
Revenue						
Department: 00 - Revenue						
43 - Intergovernmental	0.00	0.00	0.00	3,368.00	3,368.00	0.00%
46 - Miscellaneous Revenues	0.00	0.00	34,183.14	754,668.29	754,668.29	0.00%
49 - Other Financing Uses	0.00	0.00	20,982.25	959,479.19	959,479.19	0.00%
Department: 00 - Revenue Total:	**0.00**	**0.00**	**55,165.39**	**1,717,515.48**	**1,717,515.48**	**0.00%**
Revenue Total:	**0.00**	**0.00**	**55,165.39**	**1,717,515.48**	**1,717,515.48**	**0.00%**
Expense						
Department: 20 - Capital Projects						
52 - Services	0.00	0.00	0.00	294,206.40	-294,206.40	0.00%
53 - Supplies	0.00	0.00	0.00	6,166.00	-6,166.00	0.00%
55 - Capital Outlay	0.00	0.00	370,800.00	3,198,289.50	-3,198,289.50	0.00%
Department: 20 - Capital Projects Total:	**0.00**	**0.00**	**370,800.00**	**3,498,661.90**	**-3,498,661.90**	**0.00%**
Expense Total:	**0.00**	**0.00**	**370,800.00**	**3,498,661.90**	**-3,498,661.90**	**0.00%**
Total Revenues	**0.00**	**0.00**	**55,165.39**	**1,717,515.48**	**1,717,515.48**	**0.00%**
Total Expenses	**0.00**	**0.00**	**370,800.00**	**3,498,661.90**	**-3,498,661.90**	**0.00%**
Fund: 200 - Capital Projects Surplus (Deficit):	**0.00**	**0.00**	**-315,634.61**	**-1,781,146.42**	**-1,781,146.42**	**0.00%**
Fund: 300 - Water & Sewer						
Revenue						
Department: 00 - Revenue						
44 - Fine & Fees	1,204,700.00	1,204,700.00	4,287.38	477,730.29	-726,969.71	60.34%
45 - Charges for Services	2,804,860.00	2,804,860.00	274,940.03	2,191,865.53	-612,994.47	21.85%
46 - Miscellaneous Revenues	277,193.00	277,193.00	6,983.71	75,163.08	-202,029.92	72.88%
Department: 00 - Revenue Total:	**4,286,753.00**	**4,286,753.00**	**286,211.12**	**2,744,758.90**	**-1,541,994.10**	**35.97%**
Revenue Total:	**4,286,753.00**	**4,286,753.00**	**286,211.12**	**2,744,758.90**	**-1,541,994.10**	**35.97%**
Expense						
Department: 30 - Water & Sewer						
51 - Personnel / Personnel Services	667,266.00	667,266.00	45,741.08	441,092.71	226,173.29	33.90%
52 - Services	1,458,070.00	1,458,070.00	83,250.10	1,016,860.44	441,209.56	30.26%
53 - Supplies	282,318.00	282,318.00	14,141.33	218,055.60	64,262.40	22.76%
54 - Other Operations	1,856,099.00	1,856,099.00	57,174.92	955,820.24	900,278.76	48.50%
55 - Capital Outlay	23,000.00	23,000.00	1,004.30	21,524.71	1,475.29	6.41%
Department: 30 - Water & Sewer Total:	**4,286,753.00**	**4,286,753.00**	**201,311.73**	**2,653,353.70**	**1,633,399.30**	**38.10%**
Expense Total:	**4,286,753.00**	**4,286,753.00**	**201,311.73**	**2,653,353.70**	**1,633,399.30**	**38.10%**
Total Revenues	**4,286,753.00**	**4,286,753.00**	**286,211.12**	**2,744,758.90**	**-1,541,994.10**	**35.97%**
Total Expenses	**4,286,753.00**	**4,286,753.00**	**201,311.73**	**2,653,353.70**	**1,633,399.30**	**38.10%**
Fund: 300 - Water & Sewer Surplus (Deficit):	**0.00**	**0.00**	**84,899.39**	**91,405.20**	**91,405.20**	**0.00%**
Fund: 400 - MEDC						
Revenue						
Department: 00 - Revenue						
41 - Taxes	865,000.00	865,000.00	74,357.86	1,046,992.68	181,992.68	21.04%
45 - Charges for Services	7,000.00	7,000.00	0.00	4,773.66	-2,226.34	31.80%

Budget Report **For Fiscal: 2024-2025 Period Ending: 06/30/2025**

ExpCategory;RevCategor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
46 - Miscellaneous Revenues	80,000.00	80,000.00	9,604.55	84,104.80	4,104.80	5.13%
Department: 00 - Revenue Total:	**952,000.00**	**952,000.00**	**83,962.41**	**1,135,871.14**	**183,871.14**	**19.31%**
Revenue Total:	**952,000.00**	**952,000.00**	**83,962.41**	**1,135,871.14**	**183,871.14**	**19.31%**
Expense						
Department: 40 - MEDC						
52 - Services	258,564.00	258,564.00	3,301.44	19,057.56	239,506.44	92.63%
53 - Supplies	9,200.00	9,200.00	848.08	2,908.20	6,291.80	68.39%
54 - Other Operations	663,354.00	663,354.00	32,721.04	346,778.77	316,575.23	47.72%
Department: 40 - MEDC Total:	**931,118.00**	**931,118.00**	**36,870.56**	**368,744.53**	**562,373.47**	**60.40%**
Expense Total:	**931,118.00**	**931,118.00**	**36,870.56**	**368,744.53**	**562,373.47**	**60.40%**
Total Revenues	**952,000.00**	**952,000.00**	**83,962.41**	**1,135,871.14**	**183,871.14**	**19.31%**
Total Expenses	**931,118.00**	**931,118.00**	**36,870.56**	**368,744.53**	**562,373.47**	**60.40%**
Fund: 400 - MEDC Surplus (Deficit):	**20,882.00**	**20,882.00**	**47,091.85**	**767,126.61**	**746,244.61**	**-3,573.63%**
Fund: 500 - Debt Service						
Revenue						
Department: 00 - Revenue						
41 - Taxes	481,750.00	481,750.00	1,594.07	485,378.67	3,628.67	0.75%
46 - Miscellaneous Revenues	685,999.00	685,999.00	58,025.95	523,546.09	-162,452.91	23.68%
Department: 00 - Revenue Total:	**1,167,749.00**	**1,167,749.00**	**59,620.02**	**1,008,924.76**	**-158,824.24**	**13.60%**
Revenue Total:	**1,167,749.00**	**1,167,749.00**	**59,620.02**	**1,008,924.76**	**-158,824.24**	**13.60%**
Expense						
Department: 50 - Debt Service						
56 - Debt Service	1,159,601.00	1,159,601.00	0.00	990,278.00	169,323.00	14.60%
Department: 50 - Debt Service Total:	**1,159,601.00**	**1,159,601.00**	**0.00**	**990,278.00**	**169,323.00**	**14.60%**
Expense Total:	**1,159,601.00**	**1,159,601.00**	**0.00**	**990,278.00**	**169,323.00**	**14.60%**
Total Revenues	**1,167,749.00**	**1,167,749.00**	**59,620.02**	**1,008,924.76**	**-158,824.24**	**13.60%**
Total Expenses	**1,159,601.00**	**1,159,601.00**	**0.00**	**990,278.00**	**169,323.00**	**14.60%**
Fund: 500 - Debt Service Surplus (Deficit):	**8,148.00**	**8,148.00**	**59,620.02**	**18,646.76**	**10,498.76**	**-128.85%**
Fund: 700 - Court Security						
Revenue						
Department: 00 - Revenue						
44 - Fine & Fees	7,400.00	7,400.00	847.79	6,167.55	-1,232.45	16.65%
46 - Miscellaneous Revenues	5.00	5.00	40.46	448.69	443.69	8,873.80%
Department: 00 - Revenue Total:	**7,405.00**	**7,405.00**	**888.25**	**6,616.24**	**-788.76**	**10.65%**
Revenue Total:	**7,405.00**	**7,405.00**	**888.25**	**6,616.24**	**-788.76**	**10.65%**
Expense						
Department: 70 - Court Security						
52 - Services	2,300.00	2,300.00	0.00	0.00	2,300.00	100.00%
Department: 70 - Court Security Total:	**2,300.00**	**2,300.00**	**0.00**	**0.00**	**2,300.00**	**100.00%**
Expense Total:	**2,300.00**	**2,300.00**	**0.00**	**0.00**	**2,300.00**	**100.00%**
Total Revenues	**7,405.00**	**7,405.00**	**888.25**	**6,616.24**	**-788.76**	**10.65%**
Total Expenses	**2,300.00**	**2,300.00**	**0.00**	**0.00**	**2,300.00**	**100.00%**
Fund: 700 - Court Security Surplus (Deficit):	**5,105.00**	**5,105.00**	**888.25**	**6,616.24**	**1,511.24**	**-29.60%**
Fund: 710 - Child Safety						
Revenue						
Department: 00 - Revenue						
44 - Fine & Fees	100.00	100.00	34.28	147.33	47.33	47.33%

Budget Report **For Fiscal: 2024-2025 Period Ending: 06/30/2025**

ExpCategory;RevCategor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
46 - Miscellaneous Revenues	1.00	1.00	0.65	5.49	4.49	449.00%
Department: 00 - Revenue Total:	**101.00**	**101.00**	**34.93**	**152.82**	**51.82**	**51.31%**
Revenue Total:	**101.00**	**101.00**	**34.93**	**152.82**	**51.82**	**51.31%**
Total Revenues	**101.00**	**101.00**	**34.93**	**152.82**	**51.82**	**51.31%**
Total Expenses	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 710 - Child Safety Total:	**101.00**	**101.00**	**34.93**	**152.82**	**51.82**	**51.31%**
Fund: 720 - Truancy Prevention						
Revenue						
Department: 00 - Revenue						
44 - Fine & Fees	7,000.00	7,000.00	858.96	6,189.70	-810.30	11.58%
46 - Miscellaneous Revenues	5.00	5.00	32.92	345.27	340.27	6,805.40%
Department: 00 - Revenue Total:	**7,005.00**	**7,005.00**	**891.88**	**6,534.97**	**-470.03**	**6.71%**
Revenue Total:	**7,005.00**	**7,005.00**	**891.88**	**6,534.97**	**-470.03**	**6.71%**
Total Revenues	**7,005.00**	**7,005.00**	**891.88**	**6,534.97**	**-470.03**	**6.71%**
Total Expenses	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 720 - Truancy Prevention Total:	**7,005.00**	**7,005.00**	**891.88**	**6,534.97**	**-470.03**	**6.71%**
Fund: 730 - Jury - Local						
Revenue						
Department: 00 - Revenue						
44 - Fine & Fees	125.00	125.00	17.19	123.81	-1.19	0.95%
46 - Miscellaneous Revenues	1.00	1.00	0.29	1.89	0.89	89.00%
Department: 00 - Revenue Total:	**126.00**	**126.00**	**17.48**	**125.70**	**-0.30**	**0.24%**
Revenue Total:	**126.00**	**126.00**	**17.48**	**125.70**	**-0.30**	**0.24%**
Total Revenues	**126.00**	**126.00**	**17.48**	**125.70**	**-0.30**	**0.24%**
Total Expenses	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 730 - Jury - Local Total:	**126.00**	**126.00**	**17.48**	**125.70**	**-0.30**	**0.24%**
Fund: 750 - Court Technology						
Revenue						
Department: 00 - Revenue						
44 - Fine & Fees	6,050.00	6,050.00	696.36	5,126.56	-923.44	15.26%
46 - Miscellaneous Revenues	40.00	40.00	87.72	1,113.74	1,073.74	2,684.35%
Department: 00 - Revenue Total:	**6,090.00**	**6,090.00**	**784.08**	**6,240.30**	**150.30**	**2.47%**
Revenue Total:	**6,090.00**	**6,090.00**	**784.08**	**6,240.30**	**150.30**	**2.47%**
Expense						
Department: 75 - Court Technology						
52 - Services	1,000.00	1,000.00	0.00	999.62	0.38	0.04%
Department: 75 - Court Technology Total:	**1,000.00**	**1,000.00**	**0.00**	**999.62**	**0.38**	**0.04%**
Expense Total:	**1,000.00**	**1,000.00**	**0.00**	**999.62**	**0.38**	**0.04%**
Total Revenues	**6,090.00**	**6,090.00**	**784.08**	**6,240.30**	**150.30**	**2.47%**
Total Expenses	**1,000.00**	**1,000.00**	**0.00**	**999.62**	**0.38**	**0.04%**
Fund: 750 - Court Technology Surplus (Deficit):	**5,090.00**	**5,090.00**	**784.08**	**5,240.68**	**150.68**	**-2.96%**
Fund: 800 - Hotel Occupancy						
Revenue						
Department: 00 - Revenue						
41 - Taxes	3,500.00	3,500.00	0.00	3,631.33	131.33	3.75%
46 - Miscellaneous Revenues	40.00	40.00	64.71	863.63	823.63	2,059.08%
Department: 00 - Revenue Total:	**3,540.00**	**3,540.00**	**64.71**	**4,494.96**	**954.96**	**26.98%**
Revenue Total:	**3,540.00**	**3,540.00**	**64.71**	**4,494.96**	**954.96**	**26.98%**

Budget Report **For Fiscal: 2024-2025 Period Ending: 06/30/2025**

ExpCategory;RevCategor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense						
Department: 80 - Hotel Occupancy						
53 - Supplies	0.00	0.00	0.00	90.61	-90.61	0.00%
54 - Other Operations	3,500.00	3,500.00	0.00	2,000.00	1,500.00	42.86%
Department: 80 - Hotel Occupancy Total:	**3,500.00**	**3,500.00**	**0.00**	**2,090.61**	**1,409.39**	**40.27%**
Expense Total:	**3,500.00**	**3,500.00**	**0.00**	**2,090.61**	**1,409.39**	**40.27%**
Total Revenues	**3,540.00**	**3,540.00**	**64.71**	**4,494.96**	**954.96**	**26.98%**
Total Expenses	**3,500.00**	**3,500.00**	**0.00**	**2,090.61**	**1,409.39**	**40.27%**
Fund: 800 - Hotel Occupancy Surplus (Deficit):	**40.00**	**40.00**	**64.71**	**2,404.35**	**2,364.35**	**-5,910.88%**
Fund: 850 - Police Asset						
Revenue						
Department: 00 - Revenue						
46 - Miscellaneous Revenues	0.00	0.00	36.01	493.18	493.18	0.00%
Department: 00 - Revenue Total:	**0.00**	**0.00**	**36.01**	**493.18**	**493.18**	**0.00%**
Revenue Total:	**0.00**	**0.00**	**36.01**	**493.18**	**493.18**	**0.00%**
Total Revenues	**0.00**	**0.00**	**36.01**	**493.18**	**493.18**	**0.00%**
Total Expenses	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 850 - Police Asset Total:	**0.00**	**0.00**	**36.01**	**493.18**	**493.18**	**0.00%**
Fund: 860 - Shop w/a Cop						
Revenue						
Department: 00 - Revenue						
46 - Miscellaneous Revenues	4,010.00	4,010.00	13.34	10,128.07	6,118.07	152.57%
Department: 00 - Revenue Total:	**4,010.00**	**4,010.00**	**13.34**	**10,128.07**	**6,118.07**	**152.57%**
Revenue Total:	**4,010.00**	**4,010.00**	**13.34**	**10,128.07**	**6,118.07**	**152.57%**
Expense						
Department: 86 - Shop w/a Cop						
54 - Other Operations	4,000.00	4,000.00	0.00	4,395.37	-395.37	-9.88%
Department: 86 - Shop w/a Cop Total:	**4,000.00**	**4,000.00**	**0.00**	**4,395.37**	**-395.37**	**-9.88%**
Expense Total:	**4,000.00**	**4,000.00**	**0.00**	**4,395.37**	**-395.37**	**-9.88%**
Total Revenues	**4,010.00**	**4,010.00**	**13.34**	**10,128.07**	**6,118.07**	**152.57%**
Total Expenses	**4,000.00**	**4,000.00**	**0.00**	**4,395.37**	**-395.37**	**-9.88%**
Fund: 860 - Shop w/a Cop Surplus (Deficit):	**10.00**	**10.00**	**13.34**	**5,732.70**	**5,722.70**	**57,227.00%**
Fund: 880 - CCPD - Crime Control & Prevention District						
Revenue						
Department: 00 - Revenue						
41 - Taxes	0.00	0.00	74,357.86	272,405.36	272,405.36	0.00%
46 - Miscellaneous Revenues	0.00	0.00	638.34	1,851.21	1,851.21	0.00%
Department: 00 - Revenue Total:	**0.00**	**0.00**	**74,996.20**	**274,256.57**	**274,256.57**	**0.00%**
Revenue Total:	**0.00**	**0.00**	**74,996.20**	**274,256.57**	**274,256.57**	**0.00%**
Total Revenues	**0.00**	**0.00**	**74,996.20**	**274,256.57**	**274,256.57**	**0.00%**
Total Expenses	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 880 - CCPD - Crime Control & Prevention District Total:	**0.00**	**0.00**	**74,996.20**	**274,256.57**	**274,256.57**	**0.00%**
Report Surplus (Deficit):	**218,508.00**	**218,508.00**	**-22,618.99**	**1,615,549.51**	**1,397,041.51**	**-639.35%**

Budget Report **For Fiscal: 2024-2025 Period Ending: 06/30/2025**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	171,401.00	171,401.00	23,677.48	2,171,690.80	2,000,289.80
150 - Montgomery PID	600.00	600.00	0.00	46,269.35	45,669.35
200 - Capital Projects	0.00	0.00	-315,634.61	-1,781,146.42	-1,781,146.42
300 - Water & Sewer	0.00	0.00	84,899.39	91,405.20	91,405.20
400 - MEDC	20,882.00	20,882.00	47,091.85	767,126.61	746,244.61
500 - Debt Service	8,148.00	8,148.00	59,620.02	18,646.76	10,498.76
700 - Court Security	5,105.00	5,105.00	888.25	6,616.24	1,511.24
710 - Child Safety	101.00	101.00	34.93	152.82	51.82
720 - Truancy Prevention	7,005.00	7,005.00	891.88	6,534.97	-470.03
730 - Jury - Local	126.00	126.00	17.48	125.70	-0.30
750 - Court Technology	5,090.00	5,090.00	784.08	5,240.68	150.68
800 - Hotel Occupancy	40.00	40.00	64.71	2,404.35	2,364.35
850 - Police Asset	0.00	0.00	36.01	493.18	493.18
860 - Shop w/a Cop	10.00	10.00	13.34	5,732.70	5,722.70
880 - CCPD - Crime Control & Prev	0.00	0.00	74,996.20	274,256.57	274,256.57
Report Surplus (Deficit):	**218,508.00**	**218,508.00**	**-22,618.99**	**1,615,549.51**	**1,397,041.51**

Pooled Cash Report

City of Montgomery, TX

For the Period Ending 6/30/2025

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH				
100-10100-00000	Claim on Cash - General Fund 100	2,947,248.51	(26,511.13)	2,920,737.38
150-10100-00000	Claim on Cash - PID Fund 150	47,094.35	0.00	47,094.35
200-10100-00000	Claim on Cash - Construction Fund 200	(1,559,252.45)	(442,912.05)	(2,002,164.50)
300-10100-00000	Claim on Cash - Water & Sewer Fund 300	159,349.32	39,880.35	199,229.67
400-10100-00000	Claim on Cash - MEDC Fund 400	1,788,965.78	39,672.60	1,828,638.38
500-10100-00000	Claim on Cash - Debt Service Fund 500	13,150.37	59,108.19	72,258.56
550-10100-00000	Claim on Cash - General Long Term Debt Fund 550	0.00	0.00	0.00
600-10100-00000	Claim on Cash - Grant Acct Fund 600	20.10	0.00	20.10
700-10100-00000	Claim on Cash - Court Security Fund 700	16,492.90	888.25	17,381.15
710-10100-00000	Claim on Cash - Child Safety	242.89	34.93	277.82
720-10100-00000	Claim on Cash - Truancy Prevention	13,252.73	891.88	14,144.61
730-10100-00000	Claim on Cash - Jury-Local	108.22	17.48	125.70
750-10100-00000	Claim on Cash - Court Technology Fund 750	36,902.68	784.08	37,686.76
800-10100-00000	Claim on Cash - Hotel Occupancy Fund 800	27,739.31	64.71	27,804.02
850-10100-00000	Claim on Cash - Police Asset Fund 850	15,436.03	36.01	15,472.04
860-10100-00000	Claim on Cash - Shop w/a Cop	5,719.36	13.34	5,732.70
870-10100-00000	Claim on Cash - PD Drug & Misc	0.00	0.00	0.00
880-10100-00000	Claim on Cash - CCPD	199,260.37	74,996.20	274,256.57
TOTAL CLAIM ON CASH		3,711,730.47	(253,035.16)	3,458,695.31
CASH IN BANK				
Cash in Bank				
999-10610-00000	Pooled Cash - Operating	2,767,477.25	(115,918.94)	2,651,558.31
999-10620-00000	Pooled Cash - Construction	273.97	0.80	274.77
999-10630-00000	Pooled Cash - Water & Sewer	0.00	0.00	0.00
999-10640-00000	Pooled Cash - MEDC	742,118.21	2,185.30	744,303.51
999-10650-00000	Pooled Cash - Debt Service	58,110.13	171.02	58,281.15
999-10660-00000	Pooled Cash - Grant	0.00	0.00	0.00
999-10661-00000	Pooled Cash - Grant 1	0.00	0.00	0.00
999-10662-00000	Pooled Cash - Grant 2	0.00	0.00	0.00
999-10670-00000	Pooled Cash - Court Security	0.00	0.00	0.00
999-10675-00000	Pooled Cash - Court Tech	0.00	0.00	0.00
999-10680-00000	Pooled Cash - HOT	0.00	0.00	0.00
999-10685-00000	Pooled Cash - PD Forfeiture	0.00	0.00	0.00
999-10687-00000	Pooled Cash - PD Drug & Misc	0.00	0.00	0.00
999-10699-00000	Pooled Cash - Home Depot Escrow	143,750.91	(139,473.34)	4,277.57
TOTAL: Cash in Bank		3,711,730.47	(253,035.16)	3,458,695.31
Wages Payable				
999-23099-00000	Wages Payable	0.00	0.00	0.00
TOTAL: Wages Payable		0.00	0.00	0.00
TOTAL CASH IN BANK		3,711,730.47	(253,035.16)	3,458,695.31
DUE TO OTHER FUNDS				
999-24290-00000	Due To Other Funds	3,711,730.47	(253,035.16)	3,458,695.31
TOTAL DUE TO OTHER FUNDS		3,711,730.47	(253,035.16)	3,458,695.31

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
Claim on Cash	3,458,695.31	**Claim on Cash**	3,458,695.31	**Cash in Bank**	3,458,695.31
Cash in Bank	3,458,695.31	**Due To Other Funds**	3,458,695.31	**Due To Other Funds**	3,458,695.31
Difference	0.00	**Difference**	0.00	**Difference**	0.00

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
ACCOUNTS PAYABLE PENDING				
100-22099-00000	Accounts Payable Pending	229,821.09	(55,505.96)	174,315.13
150-22099-00000	Accounts Payable Pending	0.00	0.00	0.00
200-22099-00000	Accounts Payable Pending	125,886.18	(125,886.18)	0.00
300-22099-00000	Accounts Payable Pending	118,195.08	(34,012.79)	84,182.29
400-22099-00000	Accounts Payable Pending	0.00	0.00	0.00
500-22099-00000	Accounts Payable Pending	0.00	0.00	0.00
550-22099-00000	Accounts Payable Pending	0.00	0.00	0.00
600-22099-00000	Accounts Payable Pending	0.00	0.00	0.00
700-22099-00000	Accounts Payable Pending	0.00	0.00	0.00
750-22099-00000	Accounts Payable Pending	0.00	0.00	0.00
800-22099-00000	Accounts Payable Pending	0.00	0.00	0.00
850-22099-00000	Accounts Payable Pending	0.00	0.00	0.00
TOTAL ACCOUNTS PAYABLE PENDING		473,902.35	(215,404.93)	258,497.42
DUE FROM OTHER FUNDS				
999-12200-00000	Due From Other Funds	(473,902.35)	215,404.93	(258,497.42)
TOTAL DUE FROM OTHER FUNDS		(473,902.35)	215,404.93	(258,497.42)
ACCOUNTS PAYABLE				
999-22000-00000	Accounts Payable Control	473,902.35	(215,404.93)	258,497.42
TOTAL ACCOUNTS PAYABLE		473,902.35	(215,404.93)	258,497.42

AP Pending	258,497.42	**AP Pending**	258,497.42	**Due From Other Funds**	258,497.42
Due From Other Funds	258,497.42	**Accounts Payable**	258,497.42	**Accounts Payable**	258,497.42
Difference	0.00	**Difference**	0.00	**Difference**	0.00

Pooled Cash Report

City of Montgomery, TX

For the Period Ending 6/30/2025

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH				
100-10110-00000	Claim on Pooled Investments - General Fund	2,942,782.99	10,393.26	2,953,176.25
150-10110-00000	Claim on Pooled Investments - PID	0.00	0.00	0.00
200-10110-00000	Claim on Pooled Investments - Construction	4,959,415.20	17,515.67	4,976,930.87
300-10110-00000	Claim on Pooled Investments - Water & Sewer	1,984,767.29	6,515.34	1,991,282.63
400-10110-00000	Claim on Pooled Investments - MEDC	2,100,722.61	7,419.25	2,108,141.86
500-10110-00000	Claim on Pooled Investments - Debt Service	4,926.74	511.83	5,438.57
550-10110-00000	Claim on Pooled Investments - Long Term Debt	0.00	0.00	0.00
600-10110-00000	Claim on Pooled Investments - Grants	0.00	0.00	0.00
800-10110-00000	Claim on Pooled Investments - HOT	0.00	0.00	0.00
850-10110-00000	Claim on Pooled Investments - Police Assets	0.00	0.00	0.00
TOTAL CLAIM ON CASH		11,992,614.83	42,355.35	12,034,970.18
CASH IN BANK				
Cash in Bank				
997-10610-00000	Pooled Inv - General Fund	2,537,114.39	8,960.53	2,546,074.92
997-10611-00000	Pooled Inv - General Fund Reimb	405,668.60	1,432.73	407,101.33
997-10620-00000	Pooled Inv - Infrastructure	53,469.20	188.88	53,658.08
997-10621-00000	Pooled Inv - Mobility	11,449.35	40.40	11,489.75
997-10622-00000	Pooled Inv - Building Fund	786,312.45	2,777.13	789,089.58
997-10629-00000	Pooled Inv - ARPA	384,957.06	1,359.63	386,316.69
997-10630-00000	Pooled Inv - Utility Fund	1,844,767.30	6,515.34	1,851,282.64
997-10640-00000	Pooled Inv - MEDC General	1,600,769.66	5,653.57	1,606,423.23
997-10641-00000	Pooled Inv - MEDC Reimb	270,946.63	956.90	271,903.53
997-10642-00000	Pooled Inv - MEDC Downtown	229,006.32	808.78	229,815.10
997-10650-00000	Pooled Inv - TR C of O 2024	3,723,227.14	13,149.63	3,736,376.77
997-10651-00000	Pooled Inv - Debt Service TWDB	144,926.73	511.83	145,438.56
TOTAL: Cash in Bank		11,992,614.83	42,355.35	12,034,970.18
TOTAL CASH IN BANK		11,992,614.83	42,355.35	12,034,970.18
DUE TO OTHER FUNDS				
997-24290-00000	Due To Other Funds	11,992,614.83	42,355.35	12,034,970.18
TOTAL DUE TO OTHER FUNDS		11,992,614.83	42,355.35	12,034,970.18

Claim on Cash	12,034,970.18	**Claim on Cash**	12,034,970.18	**Cash in Bank**	12,034,970.18
Cash in Bank	12,034,970.18	**Due To Other Funds**	12,034,970.18	**Due To Other Funds**	12,034,970.18
Difference	0.00	**Difference**	0.00	**Difference**	0.00

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRE BALANCE

City of Montgomery, TX

Budget Report
Account Summary
For Fiscal: 2024-2025 Period Ending: 06/30/2025

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund							
Revenue							
Department: 00 - Revenue							
100-00-41100-0000000	Ad Valorem Taxes - Current	1,548,638.00	1,548,638.00	2,247.56	1,621,866.27	73,228.27	104.73 %
100-00-41110-0000000	Ad Valorem Taxes - Delinquent	5,000.00	5,000.00	2,171.68	12,035.74	7,035.74	240.71 %
100-00-41120-0000000	Penalty & Interest - Current	10,000.00	10,000.00	435.15	8,399.25	-1,600.75	16.01 %
100-00-41130-0000000	Penalty & Interest - Delinquent	3,000.00	3,000.00	333.82	2,513.14	-486.86	16.23 %
100-00-41140-0000000	Rendition Penalty	100.00	100.00	2.00	1,273.83	1,173.83	1,273.83 %
100-00-41230-0000000	Right of Way Use Fees	6,000.00	6,000.00	12.15	5,407.52	-592.48	9.87 %
100-00-41300-0000000	Franchise Tax	95,000.00	95,000.00	0.00	7,894.86	-87,105.14	91.69 %
100-00-41400-0000000	Sales Tax	2,830,000.00	2,830,000.00	297,431.45	2,638,796.06	-191,203.94	6.76 %
100-00-41405-0000000	Sales Tax ILO AdVal Tax	1,415,000.00	1,415,000.00	148,715.72	1,319,398.03	-95,601.97	6.76 %
100-00-41410-0000000	Mixed Beverage Tax	27,000.00	27,000.00	3,476.59	31,946.74	4,946.74	118.32 %
100-00-42110-0000000	Vendor/Beverage Permits	2,500.00	2,500.00	1,475.00	2,885.00	385.00	115.40 %
100-00-42210-0000000	Building Permits/MEP	485,000.00	485,000.00	29,727.50	402,917.61	-82,082.39	16.92 %
100-00-43413-0000000	Leose Funds - PD	1,050.00	1,050.00	0.00	3,035.65	1,985.65	289.11 %
100-00-44110-0000000	Fines	216,260.00	216,260.00	22,954.83	186,147.13	-30,112.87	13.92 %
100-00-44205-0000000	Wrecker Service Fees	250.00	250.00	0.00	520.00	270.00	208.00 %
100-00-44210-0000000	Sign Fees	3,000.00	3,000.00	100.00	975.00	-2,025.00	67.50 %
100-00-44215-0000000	Plats, Zoning, Misc.	6,000.00	6,000.00	245.00	7,347.32	1,347.32	122.46 %
100-00-44220-0000000	Culverts	1,000.00	1,000.00	591.25	1,765.00	765.00	176.50 %
100-00-44250-0000000	Credit Card Fees	2,000.00	2,000.00	552.25	8,849.65	6,849.65	442.48 %
100-00-46110-0000000	Community Building Rental	10,000.00	10,000.00	1,350.00	10,325.00	325.00	103.25 %
100-00-46200-0000000	Interest Income	2,000.00	2,000.00	6,803.86	92,127.43	90,127.43	4,606.37 %
100-00-46210-0000000	Interest Income - Inv	80,000.00	80,000.00	10,393.26	96,945.74	16,945.74	121.18 %
100-00-46840-0000000	Transfers In - MEDC	187,354.00	187,354.00	15,612.83	140,515.51	-46,838.49	25.00 %
100-00-46900-0000000	Unanticipated Income	20,000.00	20,000.00	571.02	126,262.96	106,262.96	631.31 %
	Department: 00 - Revenue Total:	**6,956,152.00**	**6,956,152.00**	**545,202.92**	**6,730,150.44**	**-226,001.56**	**3.25%**
	Revenue Total:	**6,956,152.00**	**6,956,152.00**	**545,202.92**	**6,730,150.44**	**-226,001.56**	**3.25%**
Expense							
Department: 10 - Administration							
100-10-51010-0000000	Wages	664,622.00	664,622.00	37,173.34	391,716.66	272,905.34	41.06 %
100-10-51015-0000000	Overtime	697.00	697.00	37.56	9,134.20	-8,437.20	-1,210.50 %
100-10-51020-0000000	Payroll Taxes	53,120.00	53,120.00	2,744.58	31,029.74	22,090.26	41.59 %
100-10-51100-0000000	Health Insurance	91,258.00	91,258.00	5,812.35	45,764.13	45,493.87	49.85 %
100-10-51120-0000000	Unemployment Insurance	790.00	790.00	45.51	615.27	174.73	22.12 %
100-10-51130-0000000	Workers Comp	1,805.00	1,805.00	150.08	900.99	904.01	50.08 %
100-10-51150-0000000	Retirement Expense	71,828.00	71,828.00	3,977.86	35,461.21	36,366.79	50.63 %
100-10-51160-0000000	Employee Assistance Program	720.00	720.00	0.00	514.28	205.72	28.57 %
100-10-52100-0000000	Legal Fees	100,000.00	100,000.00	59,628.34	211,650.27	-111,650.27	-111.65 %
100-10-52120-0000000	Audit Fees	36,000.00	36,000.00	11,950.00	33,500.00	2,500.00	6.94 %
100-10-52310-0000000	Copier/Fax Machine	11,000.00	11,000.00	1,594.72	9,787.14	1,212.86	11.03 %
100-10-52340-4690806	Leases - Parks and Recreation - Ad...	0.00	0.00	0.00	865.05	-865.05	0.00 %
100-10-52410-0000000	Telephone	8,250.00	8,250.00	678.63	5,008.41	3,241.59	39.29 %
100-10-52501-0000000	Advertising/Promotion	2,000.00	2,000.00	63.21	1,135.27	864.73	43.24 %
100-10-52502-0000000	Legal Notices & Publications	12,000.00	12,000.00	0.00	2,512.98	9,487.02	79.06 %
100-10-52503-0000000	Recording Fees	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
100-10-52505-0000000	Codification	5,000.00	5,000.00	1,342.00	2,691.04	2,308.96	46.18 %
100-10-52506-0000000	Records Mgt/Retention	1,500.00	1,500.00	0.00	600.00	900.00	60.00 %
100-10-52507-0000000	Records Requests FOIA Program	6,300.00	6,300.00	0.00	6,548.86	-248.86	-3.95 %
100-10-52512-0000000	General Consultant Fees	235,000.00	235,000.00	0.00	117,901.22	117,098.78	49.83 %
100-10-52519-0000000	Records Shredding	1,000.00	1,000.00	0.00	807.00	193.00	19.30 %

Budget Report **For Fiscal: 2024-2025 Period Ending: 06/30/2025**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-10-52520-0000000	Inspections/Permits	364,000.00	364,000.00	33,123.89	268,382.21	95,617.79	26.27 %
100-10-52544-0000000	Tax Assessor Fees	20,000.00	20,000.00	4,729.14	16,170.78	3,829.22	19.15 %
100-10-52545-0000000	Election	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00 %
100-10-52546-0000000	Support Staff	0.00	0.00	2,516.27	26,358.78	-26,358.78	0.00 %
100-10-52549-0000000	Computer Technology	51,750.00	51,750.00	1,338.08	60,318.72	-8,568.72	-16.56 %
100-10-52554-0000000	Software Upgrades	30,000.00	30,000.00	1,160.00	19,885.00	10,115.00	33.72 %
100-10-52557-0000000	Medical Exams & Testing	2,000.00	2,000.00	0.00	459.21	1,540.79	77.04 %
100-10-53100-0000000	Operating Supplies	2,500.00	2,500.00	328.99	2,214.58	285.42	11.42 %
100-10-53105-0000000	Printing & Office supplies	4,500.00	4,500.00	844.15	4,164.28	335.72	7.46 %
100-10-53106-0000000	Postage	3,500.00	3,500.00	104.91	1,182.96	2,317.04	66.20 %
100-10-53410-0000000	Travel & Training	20,000.00	20,000.00	320.31	9,768.07	10,231.93	51.16 %
100-10-53411-0000000	Travel & Training - Council	2,500.00	2,500.00	0.00	1,142.56	1,357.44	54.30 %
100-10-53420-0000000	Community Relations	5,000.00	5,000.00	20.00	5,953.27	-953.27	-19.07 %
100-10-53425-0000000	Dues & Subscriptions	4,000.00	4,000.00	19.96	2,678.05	1,321.95	33.05 %
100-10-53431-0000000	Insurance - Liability	1,948.00	1,948.00	249.13	12,315.57	-10,367.57	-532.22 %
100-10-53432-0000000	Insurance - Property	2,708.00	2,708.00	241.55	2,163.95	544.05	20.09 %
100-10-53434-0000000	Insurance - Bond	500.00	500.00	0.00	0.00	500.00	100.00 %
100-10-53440-0000000	Employee Appreciation	5,000.00	5,000.00	58.49	2,614.21	2,385.79	47.72 %
100-10-53451-0000000	Misc Expenses - Other	1,000.00	1,000.00	39.95	936.58	63.42	6.34 %
100-10-53454-0000000	CC Merchant Fees	18,000.00	18,000.00	1,957.75	14,547.39	3,452.61	19.18 %
100-10-54110-0000000	380 Sales Tax Rebate	490,000.00	490,000.00	0.00	0.00	490,000.00	100.00 %
100-10-54120-0000000	380 Ad Valorem Tax Rebate	160,000.00	160,000.00	0.00	0.00	160,000.00	100.00 %
100-10-55310-0000000	CO - Furniture	1,000.00	1,000.00	263.02	548.99	451.01	45.10 %
100-10-55415-0000000	CO - Miscellaneous	0.00	0.00	0.00	289,600.00	-289,600.00	0.00 %
	Department: 10 - Administration Total:	**2,555,796.00**	**2,555,796.00**	**172,513.77**	**1,649,548.88**	**906,247.12**	**35.46%**
Department: 11 - Police							
100-11-51010-0000000	Wages	1,407,127.00	1,407,127.00	127,648.19	1,038,691.33	368,435.67	26.18 %
100-11-51015-0000000	Overtime	60,000.00	60,000.00	1,708.68	50,053.66	9,946.34	16.58 %
100-11-51020-0000000	Payroll Taxes	113,461.00	113,461.00	9,570.67	84,227.90	29,233.10	25.76 %
100-11-51100-0000000	Health Insurance	221,356.00	221,356.00	18,371.15	166,343.41	55,012.59	24.85 %
100-11-51120-0000000	Unemployment Insurance	2,106.00	2,106.00	0.00	1,103.60	1,002.40	47.60 %
100-11-51130-0000000	Workers Comp	47,666.00	47,666.00	3,801.71	31,409.09	16,256.91	34.11 %
100-11-51150-0000000	Retirement Expense	158,549.00	158,549.00	13,828.26	120,249.72	38,299.28	24.16 %
100-11-51160-0000000	Employee Assistance Program	2,250.00	2,250.00	0.00	2,314.31	-64.31	-2.86 %
100-11-52210-0000000	Auto Repairs	35,000.00	35,000.00	16,435.98	39,963.75	-4,963.75	-14.18 %
100-11-52255-0000000	Equipment repairs	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-11-52310-0000000	Copier/Fax Machine	6,000.00	6,000.00	601.73	4,551.94	1,448.06	24.13 %
100-11-52410-0000000	Telephone	12,720.00	12,720.00	1,767.68	8,508.99	4,211.01	33.11 %
100-11-52506-0000000	Records Mgt/Retention	500.00	500.00	0.00	0.00	500.00	100.00 %
100-11-52547-0000000	Mobil Data Terminal	14,000.00	14,000.00	2,878.52	6,690.57	7,309.43	52.21 %
100-11-52549-0000000	Computer Technology	51,500.00	51,500.00	5,333.94	39,748.16	11,751.84	22.82 %
100-11-52552-0000000	Code Enforcement	2,500.00	2,500.00	0.00	2,500.00	0.00	0.00 %
100-11-52557-0000000	Medical Exams & Testing	2,000.00	2,000.00	0.00	590.00	1,410.00	70.50 %
100-11-52561-0000000	Radio Fees	6,500.00	6,500.00	0.00	1,616.00	4,884.00	75.14 %
100-11-53100-0000000	Operating Supplies	6,000.00	6,000.00	694.50	6,467.49	-467.49	-7.79 %
100-11-53105-0000000	Printing & Office supplies	4,000.00	4,000.00	45.97	1,304.95	2,695.05	67.38 %
100-11-53106-0000000	Postage	500.00	500.00	0.00	20.19	479.81	95.96 %
100-11-53130-0000000	Uniforms & Safety Equip	10,000.00	10,000.00	105.76	7,982.49	2,017.51	20.18 %
100-11-53131-0000000	Protective Gear	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
100-11-53132-0000000	Emergency Equipment	16,500.00	16,500.00	0.00	11,426.15	5,073.85	30.75 %
100-11-53133-0000000	Tools	500.00	500.00	0.00	0.00	500.00	100.00 %
100-11-53140-0000000	Fuel	65,000.00	65,000.00	5,496.37	43,001.34	21,998.66	33.84 %
100-11-53145-0000000	Radios	15,000.00	15,000.00	0.00	20,755.48	-5,755.48	-38.37 %
100-11-53410-0000000	Travel & Training	25,000.00	25,000.00	2,034.00	21,582.52	3,417.48	13.67 %
100-11-53420-0000000	Community Relations	6,500.00	6,500.00	1,057.92	8,411.17	-1,911.17	-29.40 %
100-11-53425-0000000	Dues & Subscriptions	2,500.00	2,500.00	0.00	1,076.00	1,424.00	56.96 %
100-11-53431-0000000	Insurance - Liability	27,954.00	27,954.00	3,019.86	32,510.54	-4,556.54	-16.30 %
100-11-53432-0000000	Insurance - Property	11,032.00	11,032.00	889.50	10,192.14	839.86	7.61 %

Budget Report **For Fiscal: 2024-2025 Period Ending: 06/30/2025**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-11-53440-0000000	Employee Appreciation	3,000.00	3,000.00	0.00	431.55	2,568.45	85.62 %
100-11-53451-0000000	Misc Expenses - Other	0.00	0.00	230.85	478.41	-478.41	0.00 %
100-11-55310-0000000	CO - Furniture	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-11-55311-0000000	CO - Police Cars	93,351.00	93,351.00	5,720.19	66,534.84	26,816.16	28.73 %
100-11-55312-0000000	CO - Emergency Lights, Decals	20,000.00	20,000.00	0.00	14,036.08	5,963.92	29.82 %
100-11-55313-0000000	CO - Computers Equipment	27,000.00	27,000.00	0.00	15,962.74	11,037.26	40.88 %
100-11-55314-0000000	CO - Radar	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
100-11-55316-0000000	CO - Ballistic Vests & Shields	8,500.00	8,500.00	2,253.90	4,607.86	3,892.14	45.79 %
100-11-55317-0000000	CO - Patrol Weapons	26,000.00	26,000.00	33.98	25,197.39	802.61	3.09 %
100-11-55318-0000000	CO - Traffic Equipment	25,000.00	25,000.00	0.00	25,000.00	0.00	0.00 %
100-11-55319-0000000	CO - Investigate & Testing Equipme...	12,000.00	12,000.00	167.98	11,967.08	32.92	0.27 %
100-11-55325-0000000	CO - Heavey Equipment Upkeep	11,800.00	11,800.00	4,755.99	-340.64	12,140.64	102.89 %
100-11-55396-0000000	CO - Vehicle Replacement - CPF 240...	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
100-11-55412-0000000	CO - Public Safety Technology	107,000.00	107,000.00	0.00	13,489.10	93,510.90	87.39 %
	Department: 11 - Police Total:	**2,707,372.00**	**2,707,372.00**	**228,453.28**	**1,940,657.30**	**766,714.70**	**28.32%**
Department: 12 - Public Works							
100-12-51010-0000000	Wages	225,161.00	225,161.00	16,063.62	149,370.97	75,790.03	33.66 %
100-12-51015-0000000	Overtime	5,500.00	5,500.00	728.80	4,086.48	1,413.52	25.70 %
100-12-51020-0000000	Payroll Taxes	17,832.00	17,832.00	1,272.20	12,164.58	5,667.42	31.78 %
100-12-51100-0000000	Health Insurance	41,792.00	41,792.00	2,773.34	24,782.29	17,009.71	40.70 %
100-12-51120-0000000	Unemployment Insurance	878.00	878.00	12.28	412.81	465.19	52.98 %
100-12-51130-0000000	Workers Comp	6,713.00	6,713.00	350.16	3,709.13	3,003.87	44.75 %
100-12-51150-0000000	Retirement Expense	21,909.00	21,909.00	1,607.69	14,946.21	6,962.79	31.78 %
100-12-51160-0000000	Employee Assistance Program	375.00	375.00	0.00	450.00	-75.00	-20.00 %
100-12-52110-0000000	Engineering	110,000.00	110,000.00	0.00	135,919.04	-25,919.04	-23.56 %
100-12-52210-0000000	Auto Repairs	6,000.00	6,000.00	80.81	4,848.27	1,151.73	19.20 %
100-12-52221-0000000	Bldg Repairs-City Hall	26,000.00	26,000.00	992.03	4,728.80	21,271.20	81.81 %
100-12-52222-0000000	Bldg Repairs - Comm Center	5,000.00	5,000.00	103.51	1,624.55	3,375.45	67.51 %
100-12-52224-0000000	City Hall Cleaning	13,000.00	13,000.00	960.00	9,120.00	3,880.00	29.85 %
100-12-52231-0000000	Park Maint - Memory Pk	10,000.00	10,000.00	19,540.83	20,362.27	-10,362.27	-103.62 %
100-12-52232-0000000	Park Maint - Fernland	10,000.00	10,000.00	0.00	15,041.99	-5,041.99	-50.42 %
100-12-52233-0000000	Park Maint - Cedar Brake Park	10,000.00	10,000.00	0.00	14,211.33	-4,211.33	-42.11 %
100-12-52234-0000000	Park Maint - Homecoming Park	10,000.00	10,000.00	72.64	977.73	9,022.27	90.22 %
100-12-52235-0000000	Mowing	140,000.00	140,000.00	33,745.00	87,455.00	52,545.00	37.53 %
100-12-52240-0000000	Downtown Repairs	2,000.00	2,000.00	0.00	337.44	1,662.56	83.13 %
100-12-52250-0000000	Vehicles & Equipment - Maint	3,500.00	3,500.00	37.57	2,856.63	643.37	18.38 %
100-12-52255-0000000	Equipment repairs	4,000.00	4,000.00	1,542.46	5,796.08	-1,796.08	-44.90 %
100-12-52265-0000000	Streets - Contract Labor	250,000.00	250,000.00	0.00	69,000.48	180,999.52	72.40 %
100-12-52270-0000000	Mosquito Spraying	6,500.00	6,500.00	1,125.00	4,275.00	2,225.00	34.23 %
100-12-52410-0000000	Telephone	9,000.00	9,000.00	814.80	6,321.57	2,678.43	29.76 %
100-12-52421-0000000	Utilities - Street Lights	15,500.00	15,500.00	1,371.77	11,498.77	4,001.23	25.81 %
100-12-52422-0000000	Utilities - Downtown Utilities	1,500.00	1,500.00	59.96	883.23	616.77	41.12 %
100-12-52423-0000000	Utilities - Cedar Brake Park	2,200.00	2,200.00	161.98	1,543.86	656.14	29.82 %
100-12-52424-0000000	Utilities - Homecoming Park	1,200.00	1,200.00	92.40	707.95	492.05	41.00 %
100-12-52425-0000000	Utilities - Fernland Park	6,000.00	6,000.00	165.28	4,227.44	1,772.56	29.54 %
100-12-52426-0000000	Utilities - City Hall	14,300.00	14,300.00	1,150.79	7,628.68	6,671.32	46.65 %
100-12-52427-0000000	Utilities - Community Center Buildi...	6,500.00	6,500.00	546.28	6,296.07	203.93	3.14 %
100-12-52428-0000000	Utilities - Memory Park	9,000.00	9,000.00	3,178.47	13,632.16	-4,632.16	-51.47 %
100-12-52429-0000000	Utilities - 213 Prairie	1,885.00	1,885.00	105.02	618.28	1,266.72	67.20 %
100-12-52430-0000000	Utilities - Electronic Sign-City	1,590.00	1,590.00	71.47	534.49	1,055.51	66.38 %
100-12-52549-0000000	Computer Technology	22,000.00	22,000.00	955.28	19,975.39	2,024.61	9.20 %
100-12-53100-0000000	Operating Supplies	8,000.00	8,000.00	170.61	3,265.00	4,735.00	59.19 %
100-12-53105-0000000	Printing & Office supplies	1,600.00	1,600.00	618.11	1,698.60	-98.60	-6.16 %
100-12-53106-0000000	Postage	750.00	750.00	0.00	0.00	750.00	100.00 %
100-12-53130-0000000	Uniforms & Safety Equip	4,700.00	4,700.00	233.45	2,299.01	2,400.99	51.08 %
100-12-53133-0000000	Tools	3,300.00	3,300.00	255.04	3,146.27	153.73	4.66 %
100-12-53140-0000000	Fuel	14,000.00	14,000.00	716.89	7,891.04	6,108.96	43.64 %
100-12-53180-0000000	Cedar Break Park - S&E	2,000.00	2,000.00	440.68	1,262.53	737.47	36.87 %

Budget Report **For Fiscal: 2024-2025 Period Ending: 06/30/2025**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-12-53181-0000000	Homecoming Park - S&E	2,000.00	2,000.00	9.98	631.91	1,368.09	68.40 %
100-12-53182-0000000	Fernland Park -S&E	2,000.00	2,000.00	9.98	1,187.14	812.86	40.64 %
100-12-53183-0000000	Memory Park - S&E	2,000.00	2,000.00	9.96	489.47	1,510.53	75.53 %
100-12-53184-0000000	Community Building - S&E	2,000.00	2,000.00	0.00	397.47	1,602.53	80.13 %
100-12-53220-0000000	Street Repairs - Minor	10,000.00	10,000.00	0.00	1,326.56	8,673.44	86.73 %
100-12-53230-0000000	Streets & Drainage - S&E	2,000.00	2,000.00	0.00	375.00	1,625.00	81.25 %
100-12-53235-0000000	Culverts	1,000.00	1,000.00	450.00	577.01	422.99	42.30 %
100-12-53338-0000000	Street Signs	3,300.00	3,300.00	0.00	1,827.90	1,472.10	44.61 %
100-12-53410-0000000	Travel & Training	5,500.00	5,500.00	651.25	2,391.78	3,108.22	56.51 %
100-12-53420-0000000	Community Relations	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
100-12-53425-0000000	Dues & Subscriptions	2,000.00	2,000.00	291.38	1,010.26	989.74	49.49 %
100-12-53431-0000000	Insurance - Liability	5,027.00	5,027.00	598.89	6,590.29	-1,563.29	-31.10 %
100-12-53432-0000000	Insurance - Property	1,528.00	1,528.00	125.15	1,597.05	-69.05	-4.52 %
100-12-53451-0000000	Misc Expenses - Other	1,000.00	1,000.00	0.00	186.32	813.68	81.37 %
100-12-55110-0000000	CO - General Improvements	20,000.00	20,000.00	0.00	3,310.00	16,690.00	83.45 %
100-12-55120-0000000	CO - Drainage Improvements	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
100-12-55185-0000000	CO - Park Improvements	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
100-12-55313-0000000	CO - Computers Equipment	0.00	0.00	0.00	474.94	-474.94	0.00 %
100-12-55320-0000000	CO - Public Works Items	23,000.00	23,000.00	1,004.30	21,524.70	1,475.30	6.41 %
	Department: 12 - Public Works Total:	**1,184,540.00**	**1,184,540.00**	**95,267.11**	**723,805.22**	**460,734.78**	**38.90%**
Department: 13 - Court							
100-13-51010-0000000	Wages	176,058.00	176,058.00	13,795.54	128,139.89	47,918.11	27.22 %
100-13-51015-0000000	Overtime	2,400.00	2,400.00	350.09	2,016.48	383.52	15.98 %
100-13-51020-0000000	Payroll Taxes	13,786.00	13,786.00	1,038.41	10,026.79	3,759.21	27.27 %
100-13-51100-0000000	Health Insurance	35,075.00	35,075.00	2,968.84	26,644.33	8,430.67	24.04 %
100-13-51120-0000000	Unemployment Insurance	351.00	351.00	0.00	189.00	162.00	46.15 %
100-13-51130-0000000	Workers Comp	478.00	478.00	50.02	297.46	180.54	37.77 %
100-13-51150-0000000	Retirement Expense	19,264.00	19,264.00	1,512.16	14,390.36	4,873.64	25.30 %
100-13-51160-0000000	Employee Assistance Program	375.00	375.00	0.00	385.71	-10.71	-2.86 %
100-13-52130-0000000	Judge's Fee	12,000.00	12,000.00	1,500.00	7,750.00	4,250.00	35.42 %
100-13-52135-0000000	Prosecutors Fees	10,000.00	10,000.00	450.00	8,100.00	1,900.00	19.00 %
100-13-52310-0000000	Copier/Fax Machine	11,500.00	11,500.00	994.69	7,757.08	3,742.92	32.55 %
100-13-52410-0000000	Telephone	5,350.00	5,350.00	391.88	3,372.53	1,977.47	36.96 %
100-13-52506-0000000	Records Mgt/Retention	1,600.00	1,600.00	0.00	0.00	1,600.00	100.00 %
100-13-52512-0000000	General Consultant Fees	0.00	0.00	0.00	374.50	-374.50	0.00 %
100-13-52519-0000000	Records Shredding	350.00	350.00	0.00	0.00	350.00	100.00 %
100-13-52549-0000000	Computer Technology	30,000.00	30,000.00	1,377.48	22,209.22	7,790.78	25.97 %
100-13-53100-0000000	Operating Supplies	2,500.00	2,500.00	93.44	1,692.24	807.76	32.31 %
100-13-53105-0000000	Printing & Office supplies	1,400.00	1,400.00	0.00	517.11	882.89	63.06 %
100-13-53106-0000000	Postage	3,500.00	3,500.00	237.34	3,683.33	-183.33	-5.24 %
100-13-53130-0000000	Uniforms & Safety Equip	100.00	100.00	0.00	0.00	100.00	100.00 %
100-13-53410-0000000	Travel & Training	2,000.00	2,000.00	0.00	1,816.30	183.70	9.19 %
100-13-53420-0000000	Community Relations	400.00	400.00	0.00	0.00	400.00	100.00 %
100-13-53425-0000000	Dues & Subscriptions	300.00	300.00	0.00	240.00	60.00	20.00 %
100-13-53431-0000000	Insurance - Liability	1,948.00	1,948.00	249.13	2,315.57	-367.57	-18.87 %
100-13-53432-0000000	Insurance - Property	2,708.00	2,708.00	241.55	2,163.95	544.05	20.09 %
100-13-53433-0000000	Crime Insurance	500.00	500.00	40.71	366.39	133.61	26.72 %
100-13-53451-0000000	Misc Expenses - Other	100.00	100.00	0.00	0.00	100.00	100.00 %
100-13-55310-0000000	CO - Furniture	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
	Department: 13 - Court Total:	**337,043.00**	**337,043.00**	**25,291.28**	**244,448.24**	**92,594.76**	**27.47%**
	Expense Total:	**6,784,751.00**	**6,784,751.00**	**521,525.44**	**4,558,459.64**	**2,226,291.36**	**32.81%**
	Fund: 100 - General Fund Surplus (Deficit):	**171,401.00**	**171,401.00**	**23,677.48**	**2,171,690.80**	**2,000,289.80**	**-1,167.02%**

Budget Report **For Fiscal: 2024-2025 Period Ending: 06/30/2025**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 150 - Montgomery PID							
Revenue							
Department: 00 - Revenue							
150-00-41150-0000000	PID Tax Revenue	46,595.00	46,595.00	0.00	46,269.35	-325.65	0.70 %
	Department: 00 - Revenue Total:	**46,595.00**	**46,595.00**	**0.00**	**46,269.35**	**-325.65**	**0.70%**
	Revenue Total:	**46,595.00**	**46,595.00**	**0.00**	**46,269.35**	**-325.65**	**0.70%**
Expense							
Department: 15 - Montgomery PID							
150-15-54150-0000000	PID Property Tax Reimb	45,995.00	45,995.00	0.00	0.00	45,995.00	100.00 %
	Department: 15 - Montgomery PID Total:	**45,995.00**	**45,995.00**	**0.00**	**0.00**	**45,995.00**	**100.00%**
	Expense Total:	**45,995.00**	**45,995.00**	**0.00**	**0.00**	**45,995.00**	**100.00%**
	Fund: 150 - Montgomery PID Surplus (Deficit):	**600.00**	**600.00**	**0.00**	**46,269.35**	**45,669.35**	**-7,611.56%**
Fund: 200 - Capital Projects							
Revenue							
Department: 00 - Revenue							
200-00-43401-0000000	Other - Proceeds GLO	0.00	0.00	0.00	3,368.00	3,368.00	0.00 %
200-00-46210-0000000	Interest Income - Inv	0.00	0.00	17,516.47	163,422.30	163,422.30	0.00 %
200-00-46835-0000000	Transfers In - Impact Fees	0.00	0.00	0.00	441,246.00	441,246.00	0.00 %
200-00-46849-0000000	Transfers In - MEDC - Other	0.00	0.00	16,666.67	149,999.99	149,999.99	0.00 %
200-00-49205-0000000	Developer Contributions	0.00	0.00	20,982.25	959,479.19	959,479.19	0.00 %
	Department: 00 - Revenue Total:	**0.00**	**0.00**	**55,165.39**	**1,717,515.48**	**1,717,515.48**	**0.00%**
	Revenue Total:	**0.00**	**0.00**	**55,165.39**	**1,717,515.48**	**1,717,515.48**	**0.00%**
Expense							
Department: 20 - Capital Projects							
200-20-52110-0000400	Eng - Old Plantersville Waterline Ext	0.00	0.00	0.00	38,023.69	-38,023.69	0.00 %
200-20-52110-0000500	Eng - Old Plantersville Force Main E...	0.00	0.00	0.00	3,392.50	-3,392.50	0.00 %
200-20-52110-0001100	Eng - Sanitary Sewer & Manhole Re...	0.00	0.00	0.00	11,808.75	-11,808.75	0.00 %
200-20-52110-0001400	Eng - Buffalo Springs Dr. Road Impr.	0.00	0.00	0.00	3,348.00	-3,348.00	0.00 %
200-20-52110-0001500	Eng - Buffalo Springs Dr & SH-105 T...	0.00	0.00	0.00	7,274.25	-7,274.25	0.00 %
200-20-52110-0001600	Eng - WP #2 Improvements	0.00	0.00	0.00	28,911.38	-28,911.38	0.00 %
200-20-52110-0001700	Eng - FM 1097 Sanitary Sewer Impr...	0.00	0.00	0.00	34,662.93	-34,662.93	0.00 %
200-20-52110-0001800	Eng-Lone Star Pkwy WL Ext	0.00	0.00	0.00	27,150.00	-27,150.00	0.00 %
200-20-52110-0001900	Eng - LS 10 Improvements Phase II	0.00	0.00	0.00	29,250.00	-29,250.00	0.00 %
200-20-52110-0002000	Eng-LS #5 Relocation	0.00	0.00	0.00	35,172.50	-35,172.50	0.00 %
200-20-52110-0002100	Eng-WP #3 Booster Pump Add	0.00	0.00	0.00	4,463.75	-4,463.75	0.00 %
200-20-52110-0002200	Eng-College St Drainage	0.00	0.00	0.00	26,608.75	-26,608.75	0.00 %
200-20-52111-0002400	Eng - Town Creek WWTP Exp	0.00	0.00	0.00	40,771.90	-40,771.90	0.00 %
200-20-52515-017B366	Grant Admin Expenses - GLO All Pro...	0.00	0.00	0.00	3,368.00	-3,368.00	0.00 %
200-20-53450-0000400	Misc - Old Plantersville Waterline Ext	0.00	0.00	0.00	5,271.00	-5,271.00	0.00 %
200-20-53450-0001100	Misc - Sanitary Sewer & Manhole R...	0.00	0.00	0.00	895.00	-895.00	0.00 %
200-20-55130-0000400	Cons - Old Plantersville Waterline E...	0.00	0.00	0.00	866,042.00	-866,042.00	0.00 %
200-20-55130-0001600	Cons - WP #2 Improvements	0.00	0.00	370,800.00	2,049,414.00	-2,049,414.00	0.00 %
200-20-55135-0000500	Cons - Old Plantersville Force Main	0.00	0.00	0.00	17,500.00	-17,500.00	0.00 %
200-20-55135-0001100	Cons - Sanitary Sewer & Manhole R...	0.00	0.00	0.00	92,400.00	-92,400.00	0.00 %
200-20-55135-0001101	Cons - 2023 Sanitary Sewer Rehab ...	0.00	0.00	0.00	1,127.00	-1,127.00	0.00 %
200-20-55135-0001700	Cons - FM 1097 Sanitary Sewer Imp...	0.00	0.00	0.00	112,404.00	-112,404.00	0.00 %
200-20-55140-0001400	Cons - Buffalo Springs Dr Road Impr	0.00	0.00	0.00	51,625.50	-51,625.50	0.00 %
200-20-55140-0001500	Cons- Buffalo Springs Dr & SH 105 T...	0.00	0.00	0.00	7,777.00	-7,777.00	0.00 %
	Department: 20 - Capital Projects Total:	**0.00**	**0.00**	**370,800.00**	**3,498,661.90**	**-3,498,661.90**	**0.00%**
	Expense Total:	**0.00**	**0.00**	**370,800.00**	**3,498,661.90**	**-3,498,661.90**	**0.00%**
	Fund: 200 - Capital Projects Surplus (Deficit):	**0.00**	**0.00**	**-315,634.61**	**-1,781,146.42**	**-1,781,146.42**	**0.00%**
Fund: 300 - Water & Sewer							
Revenue							
Department: 00 - Revenue							
300-00-44200-0000000	Late Charges	18,200.00	18,200.00	2,284.88	16,936.79	-1,263.21	6.94 %

Budget Report **For Fiscal: 2024-2025 Period Ending: 06/30/2025**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
300-00-44225-0000000	Meter Box Replacement	1,500.00	1,500.00	0.00	360.00	-1,140.00	76.00 %
300-00-44230-0000000	Returned Check Fee	500.00	500.00	0.00	0.00	-500.00	100.00 %
300-00-44235-0000000	EndPoint Charge	500.00	500.00	0.00	0.00	-500.00	100.00 %
300-00-44240-0000000	Impact Fees - Capital Cost	1,170,000.00	1,170,000.00	0.00	441,246.00	-728,754.00	62.29 %
300-00-44250-0000000	Credit Card Fees	10,000.00	10,000.00	1,002.50	12,437.50	2,437.50	124.38 %
300-00-44255-0000000	Disconnect Reconnect	4,000.00	4,000.00	1,000.00	6,750.00	2,750.00	168.75 %
300-00-45110-0000000	Water Revenue	916,000.00	916,000.00	95,929.55	754,495.65	-161,504.35	17.63 %
300-00-45115-0000000	Tap Fees/Inspections	450,000.00	450,000.00	44,991.00	330,938.70	-119,061.30	26.46 %
300-00-45116-0000000	Backflow Testing	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
300-00-45120-0000000	Sewer Revenue	887,000.00	887,000.00	75,620.50	629,748.85	-257,251.15	29.00 %
300-00-45130-0000000	Solid Waste Revenue	285,300.00	285,300.00	26,740.11	233,152.56	-52,147.44	18.28 %
300-00-45140-0000000	Grease Trap Inspections	35,000.00	35,000.00	2,860.00	25,805.00	-9,195.00	26.27 %
300-00-45150-0000000	Application Fee	6,000.00	6,000.00	1,020.00	6,540.00	540.00	109.00 %
300-00-45155-0000000	Utility Contracts	2,000.00	2,000.00	601.15	3,767.89	1,767.89	188.39 %
300-00-45410-0000000	Lone Star Ground Water Revenue	9,360.00	9,360.00	1,106.07	8,441.73	-918.27	9.81 %
300-00-45420-0000000	Groundwater Reduction Revenue	213,200.00	213,200.00	26,071.65	198,975.15	-14,224.85	6.67 %
300-00-46200-0000000	Interest Income	1,000.00	1,000.00	468.37	13,652.66	12,652.66	1,365.27 %
300-00-46210-0000000	Interest Income - Inv	80,000.00	80,000.00	6,515.34	61,510.42	-18,489.58	23.11 %
300-00-46895-0000000	Use of Surplus Funds	196,193.00	196,193.00	0.00	0.00	-196,193.00	100.00 %
	Department: 00 - Revenue Total:	**4,286,753.00**	**4,286,753.00**	**286,211.12**	**2,744,758.90**	**-1,541,994.10**	**35.97%**
	Revenue Total:	**4,286,753.00**	**4,286,753.00**	**286,211.12**	**2,744,758.90**	**-1,541,994.10**	**35.97%**
Expense							
Department: 30 - Water & Sewer							
300-30-51010-0000000	Wages	468,671.00	468,671.00	31,784.04	312,257.34	156,413.66	33.37 %
300-30-51015-0000000	Overtime	5,500.00	5,500.00	728.75	4,455.20	1,044.80	19.00 %
300-30-51020-0000000	Payroll Taxes	36,646.00	36,646.00	2,353.06	24,097.23	12,548.77	34.24 %
300-30-51100-0000000	Health Insurance	92,777.00	92,777.00	6,743.67	60,223.34	32,553.66	35.09 %
300-30-51120-0000000	Unemployment Insurance	790.00	790.00	5.83	499.87	290.13	36.73 %
300-30-51130-0000000	Workers Comp	10,892.00	10,892.00	650.27	6,740.53	4,151.47	38.11 %
300-30-51150-0000000	Retirement Expense	51,208.00	51,208.00	3,475.46	31,983.50	19,224.50	37.54 %
300-30-51160-0000000	Employee Assistance Program	782.00	782.00	0.00	835.70	-53.70	-6.87 %
300-30-52110-0000000	Engineering	110,000.00	110,000.00	0.00	130,215.01	-20,215.01	-18.38 %
300-30-52215-0000000	Repairs & Maintenance	325,000.00	325,000.00	14,712.46	209,358.20	115,641.80	35.58 %
300-30-52219-0000000	Backflow Testing	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
300-30-52245-0000000	Operator	52,500.00	52,500.00	4,275.00	38,475.00	14,025.00	26.71 %
300-30-52250-0000000	Vehicles & Equipment - Maint	3,500.00	3,500.00	118.37	2,909.86	590.14	16.86 %
300-30-52255-0000000	Utility Projects - Prev Maint	224,000.00	224,000.00	2,346.29	93,934.94	130,065.06	58.06 %
300-30-52310-0000000	Copier/Fax Machine	3,000.00	3,000.00	195.67	1,365.25	1,634.75	54.49 %
300-30-52410-0000000	Telephone	14,750.00	14,750.00	1,150.76	8,643.85	6,106.15	41.40 %
300-30-52431-0000000	Utilities - Water Plants	110,000.00	110,000.00	8,425.34	62,550.09	47,449.91	43.14 %
300-30-52432-0000000	Utilities - WWTP	80,000.00	80,000.00	7,127.92	53,184.63	26,815.37	33.52 %
300-30-52433-0000000	Utilities - Lift Stations	24,200.00	24,200.00	1,896.91	14,404.10	9,795.90	40.48 %
300-30-52441-0000000	Gas For Generators	1,320.00	1,320.00	173.78	690.79	629.21	47.67 %
300-30-52501-0000000	Advertising/Promotion	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
300-30-52525-0000000	Testing	15,000.00	15,000.00	915.50	16,042.70	-1,042.70	-6.95 %
300-30-52530-0000000	Billing & Collections	35,000.00	35,000.00	4,713.71	25,822.56	9,177.44	26.22 %
300-30-52531-0000000	Sludge Hauling	75,000.00	75,000.00	7,360.68	19,507.16	55,492.84	73.99 %
300-30-52532-0000000	Tap Fees & Inspections	75,000.00	75,000.00	3,122.59	90,781.31	-15,781.31	-21.04 %
300-30-52533-0000000	Garbage Pickup	282,300.00	282,300.00	25,192.57	219,152.31	63,147.69	22.37 %
300-30-52546-0000000	Support Staff	0.00	0.00	0.00	6,094.44	-6,094.44	0.00 %
300-30-52549-0000000	Computer Technology	24,000.00	24,000.00	1,522.55	23,728.24	271.76	1.13 %
300-30-53100-0000000	Operating Supplies	80,000.00	80,000.00	1,232.14	55,588.66	24,411.34	30.51 %
300-30-53101-0000000	Supplies & Equipment	1,500.00	1,500.00	0.00	162.36	1,337.64	89.18 %
300-30-53105-0000000	Printing & Office Supplies	1,200.00	1,200.00	449.24	673.92	526.08	43.84 %
300-30-53106-0000000	Postage	1,500.00	1,500.00	14.79	267.47	1,232.53	82.17 %
300-30-53130-0000000	Uniforms & Safety Equip	4,700.00	4,700.00	233.50	2,299.20	2,400.80	51.08 %
300-30-53140-0000000	Fuel	14,000.00	14,000.00	716.89	7,891.08	6,108.92	43.64 %
300-30-53210-0000000	Chemicals	50,000.00	50,000.00	3,513.58	47,925.88	2,074.12	4.15 %

Budget Report **For Fiscal: 2024-2025 Period Ending: 06/30/2025**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
300-30-53410-0000000	Travel & Training	5,500.00	5,500.00	651.25	2,391.77	3,108.23	56.51 %
300-30-53425-0000000	Dues & Subscriptions	2,000.00	2,000.00	291.37	553.24	1,446.76	72.34 %
300-30-53431-0000000	Insurance - Liability	4,978.00	4,978.00	598.89	6,590.29	-1,612.29	-32.39 %
300-30-53432-0000000	Insurance - Property	48,440.00	48,440.00	4,265.92	38,693.98	9,746.02	20.12 %
300-30-53433-0000000	Crime Insurance	500.00	500.00	40.71	366.39	133.61	26.72 %
300-30-53440-0000000	Employee Appreciation	2,000.00	2,000.00	155.01	523.57	1,476.43	73.82 %
300-30-53451-0000000	Misc Expenses - Other	1,000.00	1,000.00	0.00	147.50	852.50	85.25 %
300-30-53454-0000000	CC Merchant Fees	35,000.00	35,000.00	1,978.04	16,687.19	18,312.81	52.32 %
300-30-53460-0000000	Operating Permits & Licenses	30,000.00	30,000.00	0.00	37,293.10	-7,293.10	-24.31 %
300-30-54225-0000000	Impact Fees Transfer to CPF	1,170,000.00	1,170,000.00	0.00	441,246.00	728,754.00	62.29 %
300-30-54250-0000000	Transfer to Debt Service	686,099.00	686,099.00	57,174.92	514,574.24	171,524.76	25.00 %
300-30-55330-0000000	CO - Water & Sewer Items	23,000.00	23,000.00	1,004.30	21,524.71	1,475.29	6.41 %
	Department: 30 - Water & Sewer Total:	**4,286,753.00**	**4,286,753.00**	**201,311.73**	**2,653,353.70**	**1,633,399.30**	**38.10%**
	Expense Total:	**4,286,753.00**	**4,286,753.00**	**201,311.73**	**2,653,353.70**	**1,633,399.30**	**38.10%**
	Fund: 300 - Water & Sewer Surplus (Deficit):	**0.00**	**0.00**	**84,899.39**	**91,405.20**	**91,405.20**	**0.00%**
Fund: 400 - MEDC							
Revenue							
Department: 00 - Revenue							
400-00-41400-0000000	Sales Tax	865,000.00	865,000.00	74,357.86	1,046,992.68	181,992.68	121.04 %
400-00-45300-0000000	Events Revenue	7,000.00	7,000.00	0.00	4,773.66	-2,226.34	31.80 %
400-00-46200-0000000	Interest Income	80,000.00	80,000.00	9,604.55	84,104.80	4,104.80	105.13 %
	Department: 00 - Revenue Total:	**952,000.00**	**952,000.00**	**83,962.41**	**1,135,871.14**	**183,871.14**	**19.31%**
	Revenue Total:	**952,000.00**	**952,000.00**	**83,962.41**	**1,135,871.14**	**183,871.14**	**19.31%**
Expense							
Department: 40 - MEDC							
400-40-52100-0000000	Legal Fees	0.00	0.00	3,379.00	15,454.00	-15,454.00	0.00 %
400-40-52505-0000000	Social Media Advertising	3,400.00	3,400.00	-77.56	2,023.57	1,376.43	40.48 %
400-40-52512-0000000	Consulting/Professional Serv	254,164.00	254,164.00	0.00	1,579.99	252,584.01	99.38 %
400-40-52593-0000000	Historical Signage	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
400-40-53310-0000000	Brochures / Printed Lit	1,500.00	1,500.00	0.00	342.00	1,158.00	77.20 %
400-40-53410-0000000	Travel & Training	6,000.00	6,000.00	711.85	2,066.85	3,933.15	65.55 %
400-40-53425-0000000	Dues & Subscriptions	1,200.00	1,200.00	63.84	63.84	1,136.16	94.68 %
400-40-53451-0000000	Misc Expenses - Other	500.00	500.00	72.39	435.51	64.49	12.90 %
400-40-54110-0000000	380 Sales Tax Rebate	180,000.00	180,000.00	0.00	0.00	180,000.00	100.00 %
400-40-54115-0000000	Econ Dev Grant Prog	20,000.00	20,000.00	0.00	1,560.54	18,439.46	92.20 %
400-40-54210-0000000	Transfer Out - General Fund	187,354.00	187,354.00	15,612.83	140,515.51	46,838.49	25.00 %
400-40-54220-0000000	Transfer to Caipial Projects	200,000.00	200,000.00	16,666.67	149,999.99	50,000.01	25.00 %
400-40-54410-0000000	Quality of Life - Events	76,000.00	76,000.00	441.54	54,702.73	21,297.27	28.02 %
	Department: 40 - MEDC Total:	**931,118.00**	**931,118.00**	**36,870.56**	**368,744.53**	**562,373.47**	**60.40%**
	Expense Total:	**931,118.00**	**931,118.00**	**36,870.56**	**368,744.53**	**562,373.47**	**60.40%**
	Fund: 400 - MEDC Surplus (Deficit):	**20,882.00**	**20,882.00**	**47,091.85**	**767,126.61**	**746,244.61**	**-3,573.63%**
Fund: 500 - Debt Service							
Revenue							
Department: 00 - Revenue							
500-00-41100-0000000	Ad Valorem Taxes - Current	475,750.00	475,750.00	663.46	478,690.31	2,940.31	100.62 %
500-00-41110-0000000	Ad Valorem Taxes - Delinquent	3,000.00	3,000.00	695.35	3,999.25	999.25	133.31 %
500-00-41120-0000000	Penalty & Interest - Current	2,000.00	2,000.00	128.34	1,722.30	-277.70	13.89 %
500-00-41130-0000000	Penalty & Interest - Delinquent	1,000.00	1,000.00	106.92	966.81	-33.19	3.32 %
500-00-46200-0000000	Interest Income	1,000.00	1,000.00	339.20	4,934.50	3,934.50	493.45 %
500-00-46210-0000000	Interest Income - Inv	100.00	100.00	511.83	4,037.35	3,937.35	4,037.35 %
500-00-46898-0000000	Transfers In - Water & Sewer Funds	684,899.00	684,899.00	57,174.92	514,574.24	-170,324.76	24.87 %
	Department: 00 - Revenue Total:	**1,167,749.00**	**1,167,749.00**	**59,620.02**	**1,008,924.76**	**-158,824.24**	**13.60%**
	Revenue Total:	**1,167,749.00**	**1,167,749.00**	**59,620.02**	**1,008,924.76**	**-158,824.24**	**13.60%**

Budget Report **For Fiscal: 2024-2025 Period Ending: 06/30/2025**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense							
Department: 50 - Debt Service							
500-50-56100-0000000	Bond Principal	805,000.00	805,000.00	0.00	754,549.75	50,450.25	6.27 %
500-50-56200-0000000	Interest Expense	352,401.00	352,401.00	0.00	234,728.25	117,672.75	33.39 %
500-50-56300-0000000	Paying Agent Fees	2,200.00	2,200.00	0.00	1,000.00	1,200.00	54.55 %
	Department: 50 - Debt Service Total:	**1,159,601.00**	**1,159,601.00**	**0.00**	**990,278.00**	**169,323.00**	**14.60%**
	Expense Total:	**1,159,601.00**	**1,159,601.00**	**0.00**	**990,278.00**	**169,323.00**	**14.60%**
	Fund: 500 - Debt Service Surplus (Deficit):	**8,148.00**	**8,148.00**	**59,620.02**	**18,646.76**	**10,498.76**	**-128.85%**
Fund: 700 - Court Security							
Revenue							
Department: 00 - Revenue							
700-00-44170-0000000	Court Security Fees	7,400.00	7,400.00	847.79	6,167.55	-1,232.45	16.65 %
700-00-46200-0000000	Interest Income	5.00	5.00	40.46	448.69	443.69	8,973.80 %
	Department: 00 - Revenue Total:	**7,405.00**	**7,405.00**	**888.25**	**6,616.24**	**-788.76**	**10.65%**
	Revenue Total:	**7,405.00**	**7,405.00**	**888.25**	**6,616.24**	**-788.76**	**10.65%**
Expense							
Department: 70 - Court Security							
700-70-52555-0000000	Security Services	2,300.00	2,300.00	0.00	0.00	2,300.00	100.00 %
	Department: 70 - Court Security Total:	**2,300.00**	**2,300.00**	**0.00**	**0.00**	**2,300.00**	**100.00%**
	Expense Total:	**2,300.00**	**2,300.00**	**0.00**	**0.00**	**2,300.00**	**100.00%**
	Fund: 700 - Court Security Surplus (Deficit):	**5,105.00**	**5,105.00**	**888.25**	**6,616.24**	**1,511.24**	**-29.60%**
Fund: 710 - Child Safety							
Revenue							
Department: 00 - Revenue							
710-00-44120-0000000	MC-Child Safety Fees	100.00	100.00	34.28	147.33	47.33	147.33 %
710-00-46200-0000000	Interest Income	1.00	1.00	0.65	5.49	4.49	549.00 %
	Department: 00 - Revenue Total:	**101.00**	**101.00**	**34.93**	**152.82**	**51.82**	**51.31%**
	Revenue Total:	**101.00**	**101.00**	**34.93**	**152.82**	**51.82**	**51.31%**
	Fund: 710 - Child Safety Total:	**101.00**	**101.00**	**34.93**	**152.82**	**51.82**	**51.31%**
Fund: 720 - Truancy Prevention							
Revenue							
Department: 00 - Revenue							
720-00-44172-0000000	MC-Truancy Prevention Fees	7,000.00	7,000.00	858.96	6,189.70	-810.30	11.58 %
720-00-46200-0000000	Interest Income	5.00	5.00	32.92	345.27	340.27	6,905.40 %
	Department: 00 - Revenue Total:	**7,005.00**	**7,005.00**	**891.88**	**6,534.97**	**-470.03**	**6.71%**
	Revenue Total:	**7,005.00**	**7,005.00**	**891.88**	**6,534.97**	**-470.03**	**6.71%**
	Fund: 720 - Truancy Prevention Total:	**7,005.00**	**7,005.00**	**891.88**	**6,534.97**	**-470.03**	**6.71%**
Fund: 730 - Jury - Local							
Revenue							
Department: 00 - Revenue							
730-00-44173-0000000	MC-Jury Fees	125.00	125.00	17.19	123.81	-1.19	0.95 %
730-00-46200-0000000	Interest Income	1.00	1.00	0.29	1.89	0.89	189.00 %
	Department: 00 - Revenue Total:	**126.00**	**126.00**	**17.48**	**125.70**	**-0.30**	**0.24%**
	Revenue Total:	**126.00**	**126.00**	**17.48**	**125.70**	**-0.30**	**0.24%**
	Fund: 730 - Jury - Local Total:	**126.00**	**126.00**	**17.48**	**125.70**	**-0.30**	**0.24%**
Fund: 750 - Court Technology							
Revenue							
Department: 00 - Revenue							
750-00-44175-0000000	Court Technology Fees	6,000.00	6,000.00	696.36	5,126.56	-873.44	14.56 %
750-00-44176-0000000	Court Efficiency Fees	50.00	50.00	0.00	0.00	-50.00	100.00 %

Budget Report **For Fiscal: 2024-2025 Period Ending: 06/30/2025**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
750-00-46200-0000000	Interest Income	40.00	40.00	87.72	1,113.74	1,073.74	2,784.35 %
	Department: 00 - Revenue Total:	**6,090.00**	**6,090.00**	**784.08**	**6,240.30**	**150.30**	**2.47%**
	Revenue Total:	**6,090.00**	**6,090.00**	**784.08**	**6,240.30**	**150.30**	**2.47%**
Expense							
Department: 75 - Court Technology							
750-75-52549-0000000	Computer Technology	1,000.00	1,000.00	0.00	999.62	0.38	0.04 %
	Department: 75 - Court Technology Total:	**1,000.00**	**1,000.00**	**0.00**	**999.62**	**0.38**	**0.04%**
	Expense Total:	**1,000.00**	**1,000.00**	**0.00**	**999.62**	**0.38**	**0.04%**
	Fund: 750 - Court Technology Surplus (Deficit):	**5,090.00**	**5,090.00**	**784.08**	**5,240.68**	**150.68**	**-2.96%**
Fund: 800 - Hotel Occupancy							
Revenue							
Department: 00 - Revenue							
800-00-41480-0000000	Hotel Occupancy Taxes	3,500.00	3,500.00	0.00	3,631.33	131.33	103.75 %
800-00-46200-0000000	Interest Income	40.00	40.00	64.71	863.63	823.63	2,159.08 %
	Department: 00 - Revenue Total:	**3,540.00**	**3,540.00**	**64.71**	**4,494.96**	**954.96**	**26.98%**
	Revenue Total:	**3,540.00**	**3,540.00**	**64.71**	**4,494.96**	**954.96**	**26.98%**
Expense							
Department: 80 - Hotel Occupancy							
800-80-53450-0000000	Misc Expenses	0.00	0.00	0.00	90.61	-90.61	0.00 %
800-80-54520-0000000	Tourism	3,500.00	3,500.00	0.00	2,000.00	1,500.00	42.86 %
	Department: 80 - Hotel Occupancy Total:	**3,500.00**	**3,500.00**	**0.00**	**2,090.61**	**1,409.39**	**40.27%**
	Expense Total:	**3,500.00**	**3,500.00**	**0.00**	**2,090.61**	**1,409.39**	**40.27%**
	Fund: 800 - Hotel Occupancy Surplus (Deficit):	**40.00**	**40.00**	**64.71**	**2,404.35**	**2,364.35**	**-5,910.88%**
Fund: 850 - Police Asset							
Revenue							
Department: 00 - Revenue							
850-00-46200-0000000	Interest Income	0.00	0.00	36.01	493.18	493.18	0.00 %
	Department: 00 - Revenue Total:	**0.00**	**0.00**	**36.01**	**493.18**	**493.18**	**0.00%**
	Revenue Total:	**0.00**	**0.00**	**36.01**	**493.18**	**493.18**	**0.00%**
	Fund: 850 - Police Asset Total:	**0.00**	**0.00**	**36.01**	**493.18**	**493.18**	**0.00%**
Fund: 860 - Shop w/a Cop							
Revenue							
Department: 00 - Revenue							
860-00-46200-0000000	Interest Income	10.00	10.00	13.34	183.07	173.07	1,830.70 %
860-00-46386-0000000	Shop w/a Cop Donations	4,000.00	4,000.00	0.00	9,945.00	5,945.00	248.63 %
	Department: 00 - Revenue Total:	**4,010.00**	**4,010.00**	**13.34**	**10,128.07**	**6,118.07**	**152.57%**
	Revenue Total:	**4,010.00**	**4,010.00**	**13.34**	**10,128.07**	**6,118.07**	**152.57%**
Expense							
Department: 86 - Shop w/a Cop							
860-86-54510-0000000	Shop w/a Cop	4,000.00	4,000.00	0.00	4,395.37	-395.37	-9.88 %
	Department: 86 - Shop w/a Cop Total:	**4,000.00**	**4,000.00**	**0.00**	**4,395.37**	**-395.37**	**-9.88%**
	Expense Total:	**4,000.00**	**4,000.00**	**0.00**	**4,395.37**	**-395.37**	**-9.88%**
	Fund: 860 - Shop w/a Cop Surplus (Deficit):	**10.00**	**10.00**	**13.34**	**5,732.70**	**5,722.70**	**57,227.00%**
Fund: 880 - CCPD - Crime Control & Prevention District							
Revenue							
Department: 00 - Revenue							
880-00-41400-0000000	Sales Tax	0.00	0.00	74,357.86	272,405.36	272,405.36	0.00 %

Budget Report **For Fiscal: 2024-2025 Period Ending: 06/30/2025**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
880-00-46200-0000000	Interest Income	0.00	0.00	638.34	1,851.21	1,851.21	0.00 %
Department: 00 - Revenue Total:		**0.00**	**0.00**	**74,996.20**	**274,256.57**	**274,256.57**	**0.00%**
Revenue Total:		**0.00**	**0.00**	**74,996.20**	**274,256.57**	**274,256.57**	**0.00%**
Fund: 880 - CCPD - Crime Control & Prevention District Total:		**0.00**	**0.00**	**74,996.20**	**274,256.57**	**274,256.57**	**0.00%**
Report Surplus (Deficit):		**218,508.00**	**218,508.00**	**-22,618.99**	**1,615,549.51**	**1,397,041.51**	**-639.35%**

Budget Report **For Fiscal: 2024-2025 Period Ending: 06/30/2025**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	171,401.00	171,401.00	23,677.48	2,171,690.80	2,000,289.80
150 - Montgomery PID	600.00	600.00	0.00	46,269.35	45,669.35
200 - Capital Projects	0.00	0.00	-315,634.61	-1,781,146.42	-1,781,146.42
300 - Water & Sewer	0.00	0.00	84,899.39	91,405.20	91,405.20
400 - MEDC	20,882.00	20,882.00	47,091.85	767,126.61	746,244.61
500 - Debt Service	8,148.00	8,148.00	59,620.02	18,646.76	10,498.76
700 - Court Security	5,105.00	5,105.00	888.25	6,616.24	1,511.24
710 - Child Safety	101.00	101.00	34.93	152.82	51.82
720 - Truancy Prevention	7,005.00	7,005.00	891.88	6,534.97	-470.03
730 - Jury - Local	126.00	126.00	17.48	125.70	-0.30
750 - Court Technology	5,090.00	5,090.00	784.08	5,240.68	150.68
800 - Hotel Occupancy	40.00	40.00	64.71	2,404.35	2,364.35
850 - Police Asset	0.00	0.00	36.01	493.18	493.18
860 - Shop w/a Cop	10.00	10.00	13.34	5,732.70	5,722.70
880 - CCPD - Crime Control & Prev	0.00	0.00	74,996.20	274,256.57	274,256.57
Report Surplus (Deficit):	**218,508.00**	**218,508.00**	**-22,618.99**	**1,615,549.51**	**1,397,041.51**

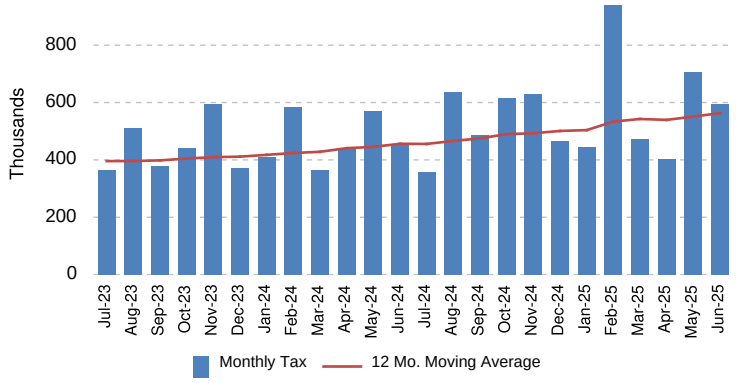
HdL Companies

SALES TAX SNAPSHOT
Montgomery
Jun-25

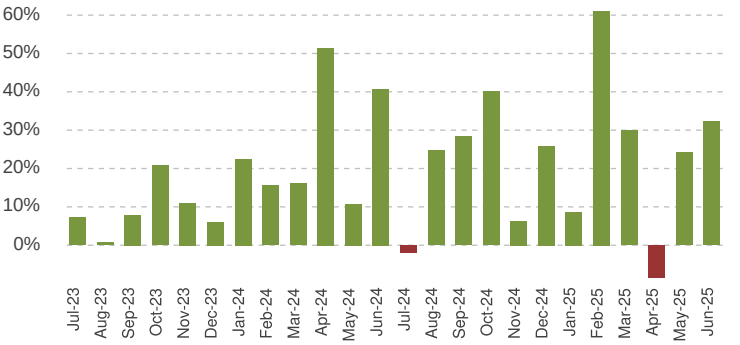
Sales Tax Net Payments

FY Mo.	FY2024	FY2025	YoY % Change
Oct	$ 440,686	$ 617,255	40.1%
Nov	$ 593,535	$ 631,085	6.3%
Dec	$ 371,287	$ 467,262	25.8%
Jan	$ 408,207	$ 443,735	8.7%
Feb	$ 582,824	$ 939,012	61.1%
Mar	$ 363,747	$ 472,785	30.0%
Apr	$ 441,669	$ 404,430	-8.4%
May	$ 569,427	$ 707,165	24.2%
Jun	$ 449,977	$ 594,863	32.2%
Jul	$ 356,246		
Aug	$ 636,689		
Sep	$ 486,519		
FYTD	$ 4,221,359	$ 5,277,592	25.0%
FY Total	$ 5,700,814		

Sales Tax Net Payments Trend



Sales Tax Net Payments Change - YoY



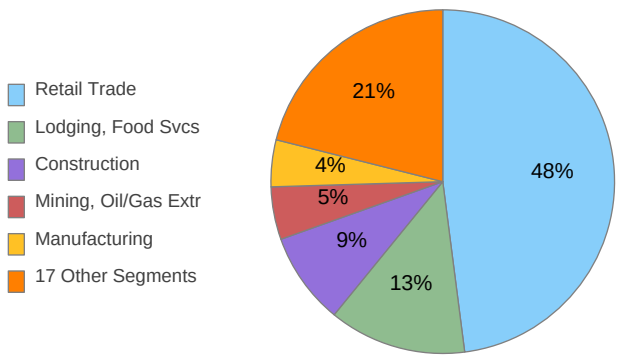
Top 10 Taxpayers

Rank	Company	FYTD Collections	% Total
1	HOME DEPOT U.S.A. INC.		
2	KROGER TEXAS L.P.		
3	MCCOY CORPORATION		
4	PATTERSON-UTI DRILLING COMPANY LLC		
5	THE OTHER SIDE INC.		
6	GOOGLE LLC		
7	ENTERGY TEXAS INC.		
8	AZZIP ENTERPRISES INC.		
9	RISE COLLECTIVE LLC		
10	BROOKSHIRE BROTHERS INC.		
Top 10	Companies	$ 2,049,956	38.1%
7111	Other Large Companies	$ 3,239,662	60.1%
	Small Companies/Other	$ 90,362	1.7%
	Single Local Tax Rate (SLT)	$ 7,545	0.1%
	Total	$ 5,387,525	100.0%

Industry Segment Collections Trend - YoY % Chg

SEGMENT	Jan	Feb	Mar	Apr	May	Jun
Retail Trade	46.1%	111.0%	66.6%	39.9%	28.9%	110.8%
Lodging, Food Svcs	26.4%	11.1%	22.7%	9.6%	15.0%	30.9%
Construction	-73.3%	28.4%	-48.2%	-91.9%	85.1%	-66.0%
Mining, Oil/Gas Extr	-16.8%	-100.0%	113.4%	-34.1%	-95.5%	9721.3%
Information excl. Telecom	26.5%	32.4%	35.1%	34.1%	68.1%	-7.7%
All Others	-18.9%	20.5%	11.7%	-24.5%	-1.9%	-7.1%
Total Collections	8.6%	61.0%	27.3%	-8.9%	22.7%	31.1%

Sales Tax Collections by Industry Segment



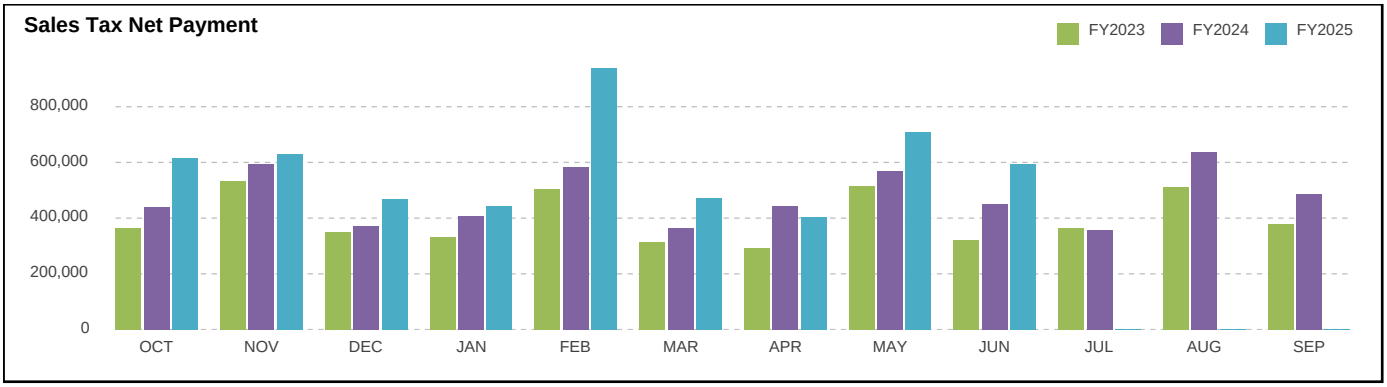
©2025 All Rights Reserved

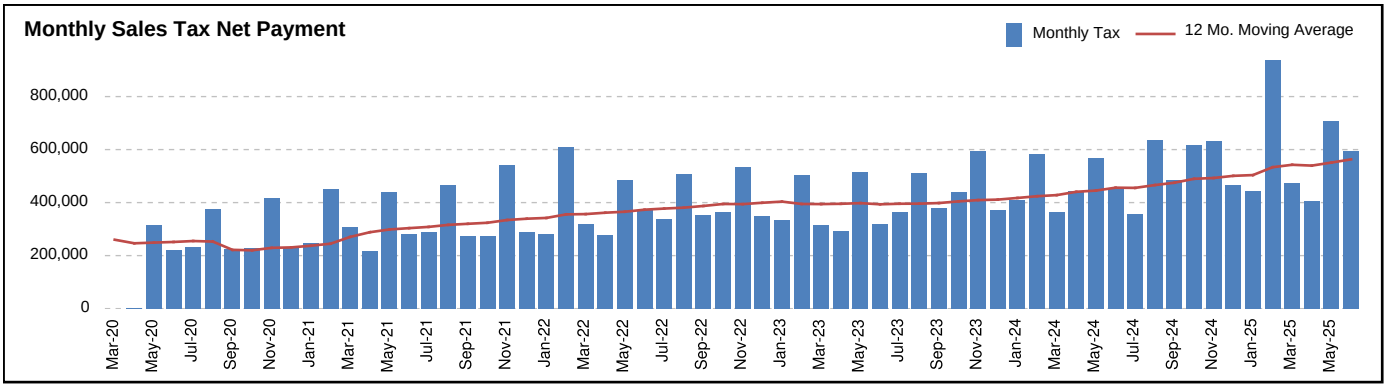
Data Source: Texas Comptroller of Public Accounts

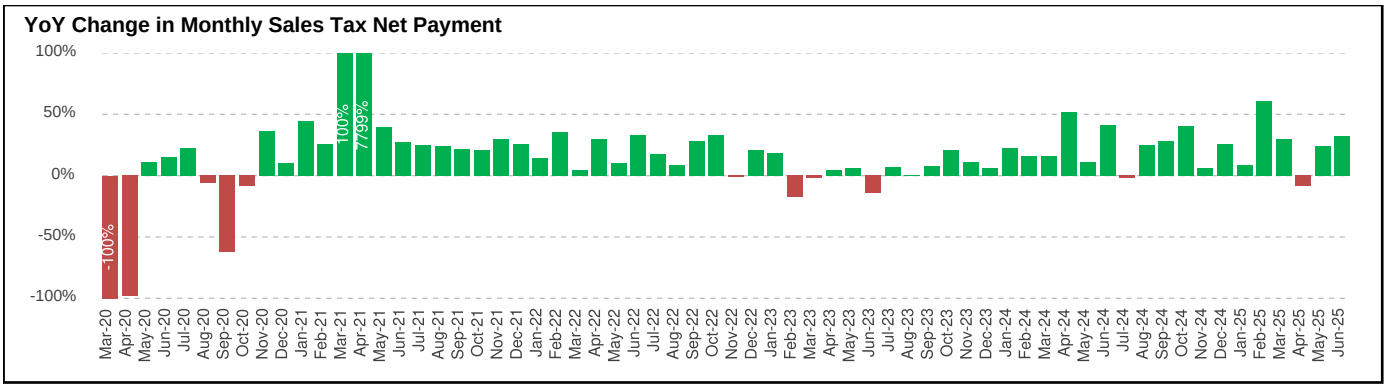
Montgomery - Sales Tax Net Payment Trend

	FISCAL YEAR				
	2021	2022	2023	2024	2025
Oct	$ 227,918	$ 274,763	$ 364,693	$ 440,686	$ 617,255
Nov	$ 416,557	$ 540,960	$ 534,537	$ 593,535	$ 631,085
Dec	$ 229,774	$ 288,958	$ 349,954	$ 371,287	$ 467,262
Jan	$ 246,167	$ 281,477	$ 333,333	$ 408,207	$ 443,735
Feb	$ 450,079	$ 610,440	$ 504,516	$ 582,824	$ 939,012
Mar	$ 306,202	$ 318,775	$ 313,269	$ 363,747	$ 472,785
Apr	$ 215,207	$ 278,593	$ 291,741	$ 441,669	$ 404,430
May	$ 440,193	$ 484,877	$ 514,234	$ 569,427	$ 707,165
Jun	$ 279,583	$ 371,795	$ 319,648	$ 449,977	$ 594,863
Jul	$ 288,879	$ 339,254	$ 363,681	$ 356,246	
Aug	$ 466,306	$ 506,664	$ 510,407	$ 636,689	
Sep	$ 273,784	$ 351,555	$ 379,179	$ 486,519	
YEAR	**$ 3,840,647**	**$ 4,648,110**	**$ 4,779,193**	**$ 5,700,814**	**$ 5,277,592**
YoY Change		**21.0%**	**2.8%**	**19.3%**	**na**

Change: FY '25/'24			
Month		Year-to-Date	
$	%	$	YTD %
$ 176,569	40.1%	$ 176,569	40.1%
$ 37,550	6.3%	$ 214,119	20.7%
$ 95,975	25.8%	$ 310,094	22.1%
$ 35,528	8.7%	$ 345,622	19.1%
$ 356,188	61.1%	$ 701,810	29.3%
$ 109,037	30.0%	$ 810,848	29.4%
$ (37,238)	-8.4%	$ 773,609	24.2%
$ 137,738	24.2%	$ 911,347	24.2%
$ 144,886	32.2%	$ 1,056,233	25.0%







©2025 All Rights Reserved

Data Source: Texas Comptroller of Public Accounts

Montgomery
SALES TAX PAYMENT DETAIL

Jun-25 Fiscal Year: Oct-Sep

COLLECTIONS	Jun-24	Jun-25	Chg. $ Chg. %	Prior FYTD	Current FYTD	Chg. $ Chg. %
Current Period	**457,556**	**561,680**	**104,125** **22.8%**	**4,094,802**	**4,752,969**	**658,166** **16.1%**
Prior Period	(1,633)	5,131	6,763 414.2%	84,230	73,275	(10,955) -13.0%
Future Period	3,272	1,837	(1,435) -43.9%	40,734	151,628	110,894 272.2%
Audit	(7,607)	28,131	35,738 469.8%	43,902	340,513	296,611 675.6%
Unidentified	325	211	(113) -34.9%	1,676	1,768	92 5.5%
Single Local Tax Rate	4,706	7,545	2,839 60.3%	43,616	67,372	23,757 54.5%
TOTAL	**456,619**	**604,535**	**147,916** **32.4%**	**4,308,959**	**5,387,525**	**1,078,565** **25.0%**
Service Fee	(9,132)	(12,091)	(2,958) -32.4%	(86,179)	(107,750)	(21,571) -25.0%
Current Retained	(8,950)	(11,849)	(2,899) -32.4%	(84,456)	(105,595)	(21,140) -25.0%
Prior Retained	11,440	14,267	2,827 24.7%	83,035	103,413	20,379 24.5%
NET PAYMENT	**449,977**	**594,863**	**144,886** **32.2%**	**4,221,359**	**5,277,592**	**1,056,233** **25.0%**

Data Source:
Texas Comptroller of Public Accounts

©2025 All Rights Reserved

Montgomery
TOP 30 COMPANIES RANK and CHANGE SUMMARY
Jun-25

Fiscal Year: Oct-Sep

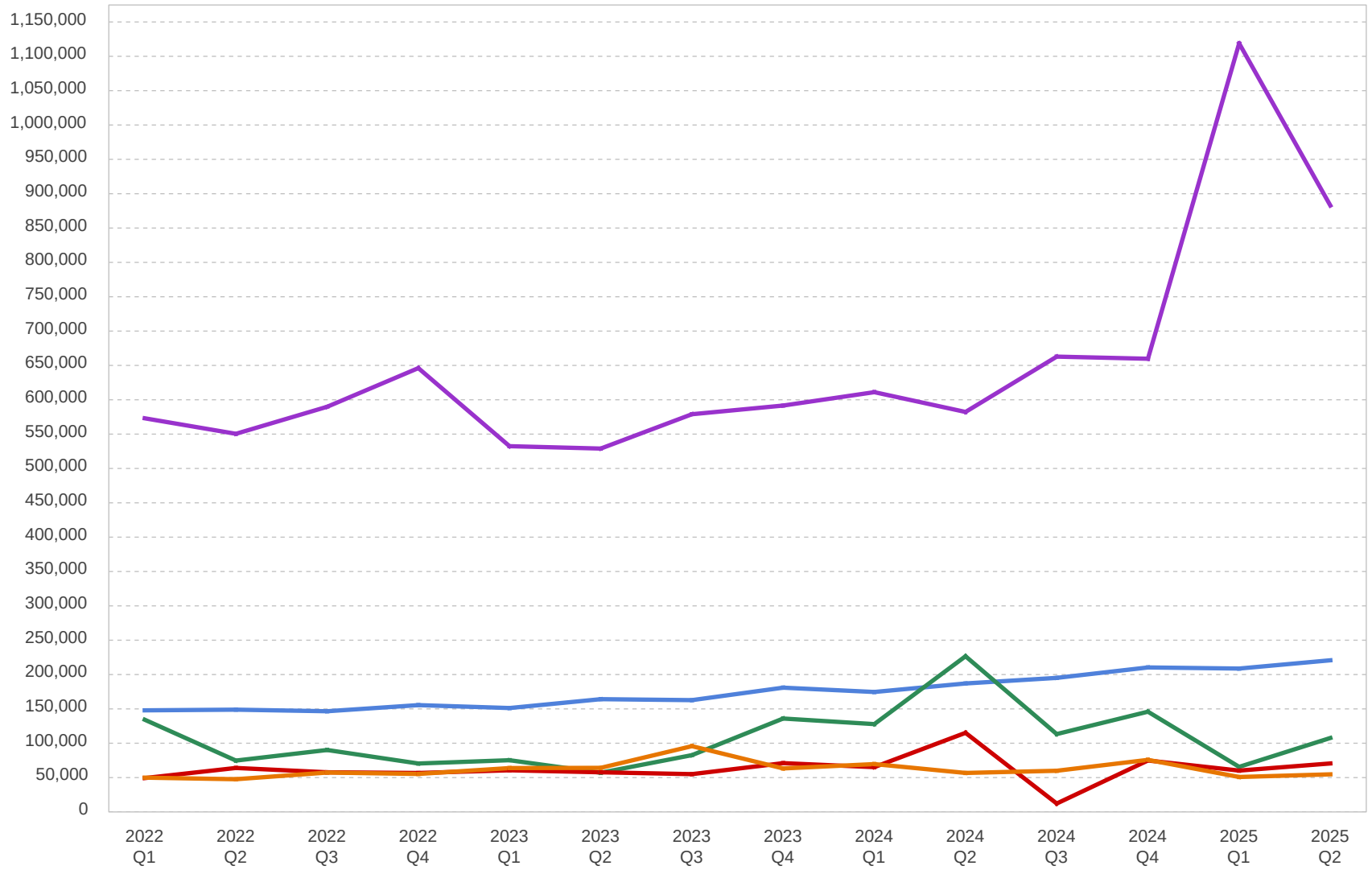
Rank*	Company	NAICS Key	Prior Fiscal YTD Sales Tax Collections	Current Fiscal YTD Sales Tax Collections	Change $	Change %	Current Fiscal YTD % Total Collections
1	HOME DEPOT U.S.A. INC.	9					
2	KROGER TEXAS L.P.	9					
3	MCCOY CORPORATION	9					
4	PATTERSON-UTI DRILLING COMPANY LLC	2					
5	THE OTHER SIDE INC.	22					
6	GOOGLE LLC	11					
7	ENTERGY TEXAS INC.	3					
8	AZZIP ENTERPRISES INC.	22					
9	RISE COLLECTIVE LLC	4					
10	BROOKSHIRE BROTHERS INC.	9					
	TOP 10 LARGE COMPANIES**		**1,384,353**	**2,049,956**	**665,602**	**48.1%**	**38.1%**
11	MCKINNEY RESTAURANT 21141 LLC	22					
12	AMAZON.COM SERVICES LLC (MARKETPLACE)	9					
13	DISCOUNT TIRE COMPANY OF TEXAS INC.	9					
14	EMJ CONSTRUCTION LLC	4					
15	K. HOVNANIAN OF HOUSTON II L.L.C.	4					
16	WHALECO INC	9					
17	SCHULTZ PET SUPPLY LLC	9					
18	JIM'S HARDWARE INC.	9					
19	CHEWY INC.	9					
20	BFI WASTE SERVICES OF TEXAS LP	18					
21	O'REILLY AUTO ENTERPRISES LLC	9					
22	WAL-MART.COM USA LLC (MARKETPLACE)	9					
23	ECKINGER CONSTRUCTION COMPANY	4					
24	STARBUCKS CORPORATION	22					
25	SUMMIT PRECAST CONCRETE LP	4					
26	LOWE'S HOME CENTERS LLC	9					
27	FUBO TV MEDIA INC	12					
28	JEETHO BUSINESS INC.	9					
29	TRES HABANEROS/MONTGOMERY LTD.	22					
30	NEW CINGULAR WIRELESS PCS LLC	12					
	TOP 30 LARGE COMPANIES		**2,031,438**	**2,960,230**	**928,792**	**45.7%**	**54.9%**
	TOP 100 LARGE COMPANIES		**2,987,626**	**3,990,756**	**1,003,130**	**33.6%**	**74.1%**
	7,020 OTHER LARGE COMPANIES		**1,270,047**	**1,298,861**	**28,814**	**2.3%**	**24.1%**
	SMALL COMPANIES \\& OTHER		**7,670**	**30,535**	**22,864**	**298.1%**	**0.6%**
	SINGLE LOCAL TAX RATE COLLECTIONS (SLT)		**43,616**	**67,372**	**23,757**	**54.5%**	**1.3%**
	TOTAL COLLECTIONS		**4,308,959**	**5,387,525**	**1,078,565**	**25.0%**	**100.0%**
	STATE COMPTROLLER FEES		**87,600**	**109,933**	**22,333**	**25.5%**	**2.0%**
	NET PAYMENTS		**4,221,359**	**5,277,592**	**1,056,233**	**25.0%**	**98.0%**

* Ranked by Total of Last Fiscal Year + Current Fiscal YTD
** Businesses whose detailed sales tax data is available

©2025
All Rights Reserved

HdL Companies

INDUSTRY SEGMENT SALES TAX TREND
Montgomery



	2022 Q1	2022 Q2	2022 Q3	2022 Q4	2023 Q1	2023 Q2	2023 Q3	2023 Q4	2024 Q1	2024 Q2	2024 Q3	2024 Q4	2025 Q1	2025 Q2
Retail Trade	573,058	550,459	589,792	646,108	532,444	528,983	578,969	591,578	611,071	582,272	662,832	659,735	1,118,800	882,779
Lodging, Food Svcs	147,903	148,876	146,606	155,490	151,234	164,164	162,731	180,883	174,625	187,013	195,129	210,339	208,750	220,749
Construction	134,245	74,771	90,158	70,517	75,304	57,089	82,671	135,985	127,861	226,644	113,363	145,935	65,597	107,677
Manufacturing	49,261	64,029	57,726	56,696	60,653	57,717	55,017	71,027	65,231	115,167	12,260	74,876	60,191	70,592
Wholesale Trade	49,920	47,627	57,333	55,287	63,861	64,175	95,768	63,315	69,630	56,755	59,911	75,795	50,853	54,728

Data Source: Texas Comptroller of Public Accounts

©2025 All Rights Reserved

Montgomery
INDUSTRY SEGMENT RANK & CHANGE
Jun-25

Fiscal Year: Oct-Sep

INDUSTRY SEGMENT*	% Total Current YTD Collections	Prior Fiscal YTD Sales Tax Collections	Current Fiscal YTD Sales Tax Collections	Change	
				$	%
Retail Trade	50.3%	1,784,921	2,661,314	876,394	49.1%
Lodging, Food Svcs	12.1%	542,521	639,838	97,317	17.9%
Construction	6.0%	490,490	319,209	(171,281)	-34.9%
Mining, Oil/Gas Extr	4.9%	121,789	259,211	137,422	112.8%
Information excl. Telecom	4.8%	202,299	252,856	50,557	25.0%
Top 5	**78.1%**	**3,142,020**	**4,132,429**	**990,409**	**31.5%**
Manufacturing	3.9%	251,425	205,658	(45,767)	-18.2%
Wholesale Trade	3.4%	189,700	181,376	(8,325)	-4.4%
Admin, Support, Waste Mgmt	2.5%	123,831	133,268	9,437	7.6%
Prof, Scientific, Tech Svcs	2.8%	91,480	148,019	56,539	61.8%
Telecom	2.2%	116,511	117,665	1,154	1.0%
Utilities	2.1%	102,145	111,015	8,869	8.7%
Other Services	1.8%	88,437	93,123	4,686	5.3%
Real Estate, Rental, Leasing	1.2%	52,928	61,131	8,203	15.5%
Financial, Insurance	0.7%	36,465	38,487	2,022	5.5%
Ag, Forestry, Fishing, Hunting	0.3%	20,597	15,419	(5,178)	-25.1%
Recreation, Arts, Entmt	0.2%	17,280	10,989	(6,291)	-36.4%
Transportation, Warehousing	0.3%	9,373	13,554	4,181	44.6%
Unidentified	0.2%	2,944	12,769	9,825	333.7%
Education Services	0.1%	3,918	3,955	37	0.9%
Health Care, Social Assistance	0.1%	4,117	5,572	1,455	35.3%
Public Admin	0.1%	4,020	4,564	544	13.5%
Company, Enterprise Mgmt	0.0%	483	627	144	29.9%
All Other	**21.9%**	**1,115,654**	**1,157,189**	**41,535**	**3.7%**
TOTAL COLLECTIONS	**100.0%**	**4,257,673**	**5,289,618**	**1,031,944**	**24.2%**

	% Change from same month Prior Year					
INDUSTRY SEGMENT	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**
Retail Trade	46.1%	111.0%	66.6%	39.9%	28.9%	110.8%
Lodging, Food Svcs	26.4%	11.1%	22.7%	9.6%	15.0%	30.9%
Construction	-73.3%	28.4%	-48.2%	-91.9%	85.1%	-66.0%
Mining, Oil/Gas Extr	-16.8%	-100.0%	113.4%	-34.1%	-95.5%	9721.3%
Information excl. Telecom	26.5%	32.4%	35.1%	34.1%	68.1%	-7.7%
All Others	-18.9%	20.5%	11.7%	-24.5%	-1.9%	-7.1%
TOTAL COLLECTIONS	8.6%	61.0%	27.3%	-8.9%	22.7%	31.1%

* Ranked by Current + Prior YTD Collections

Data Source: Texas Comptroller of Public Accounts
Analysis: HdL Companies

©2025 All Rights Reserved

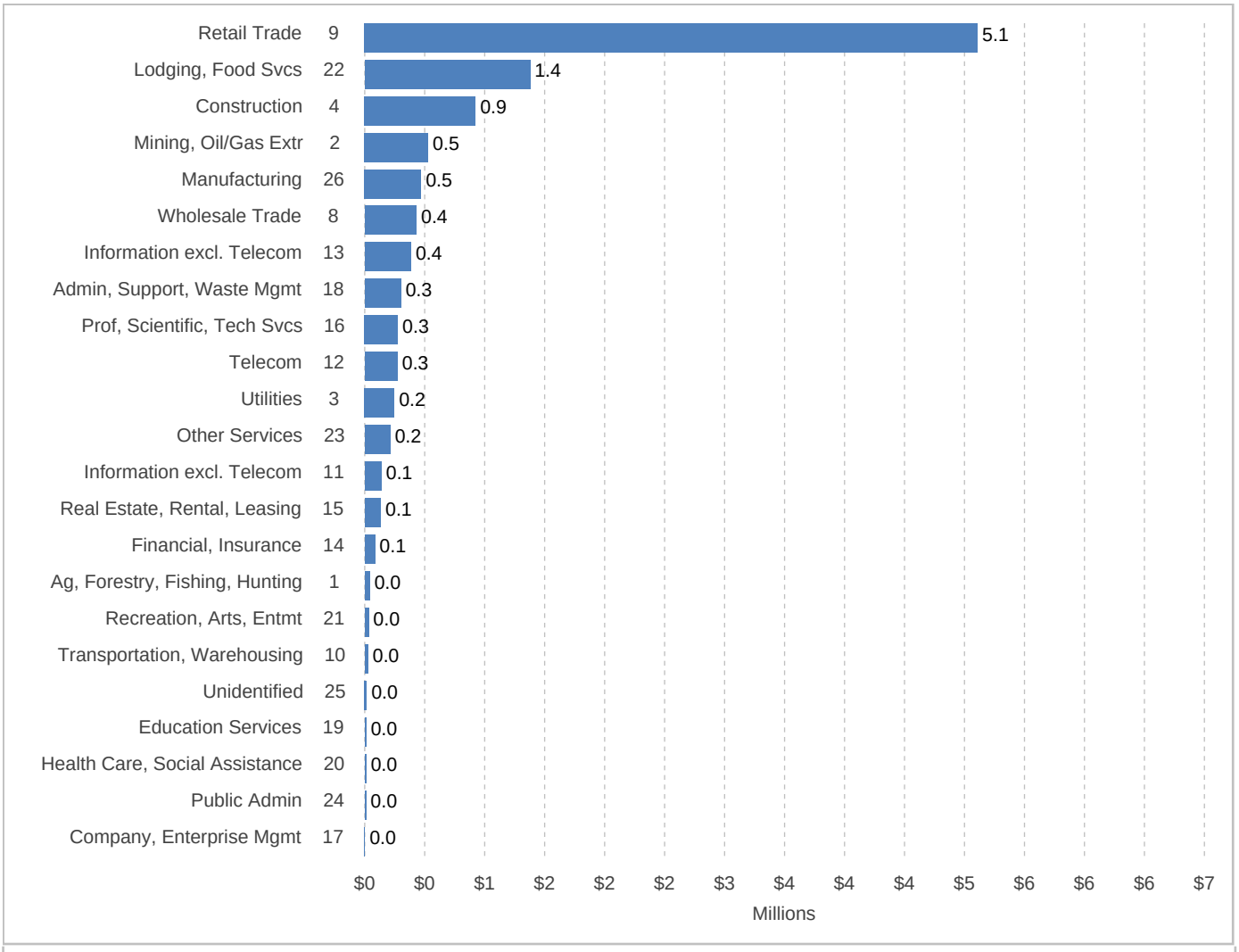
HdL Companies

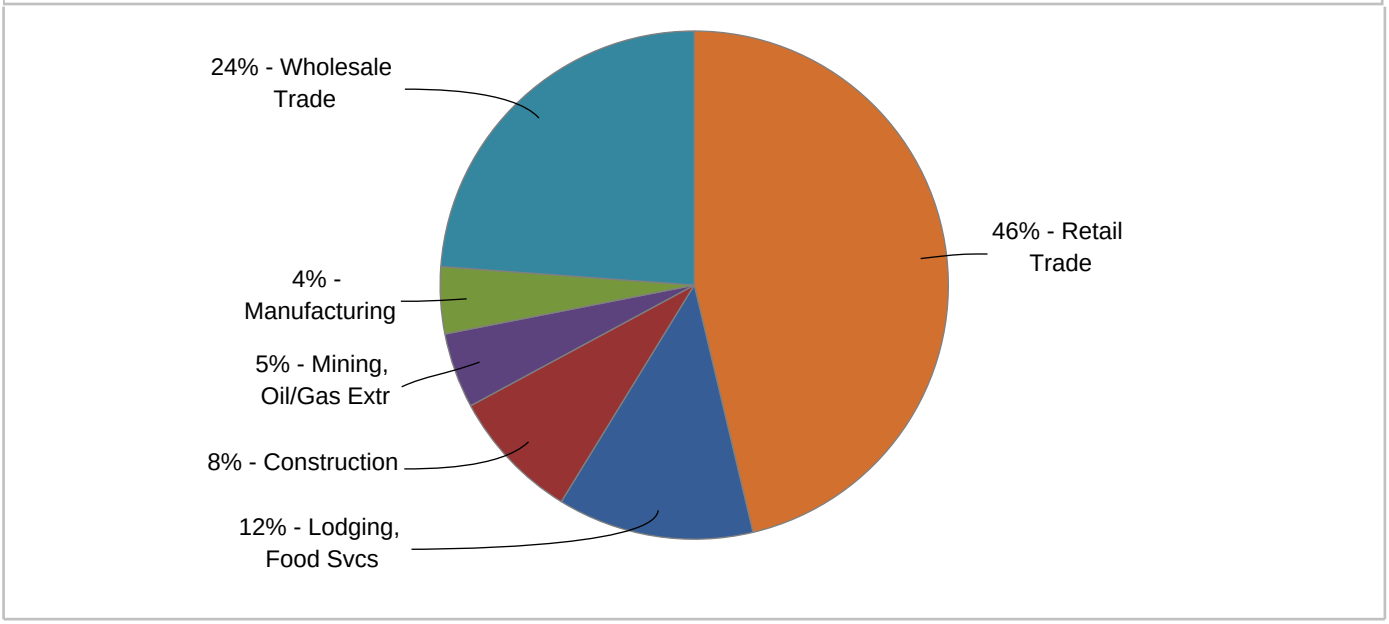
Montgomery

INDUSTRY SEGMENT SALES TAX RANK & DISTRIBUTION

(Prior Fiscal Year + Current Fiscal Year-to-Date)

Jun-25

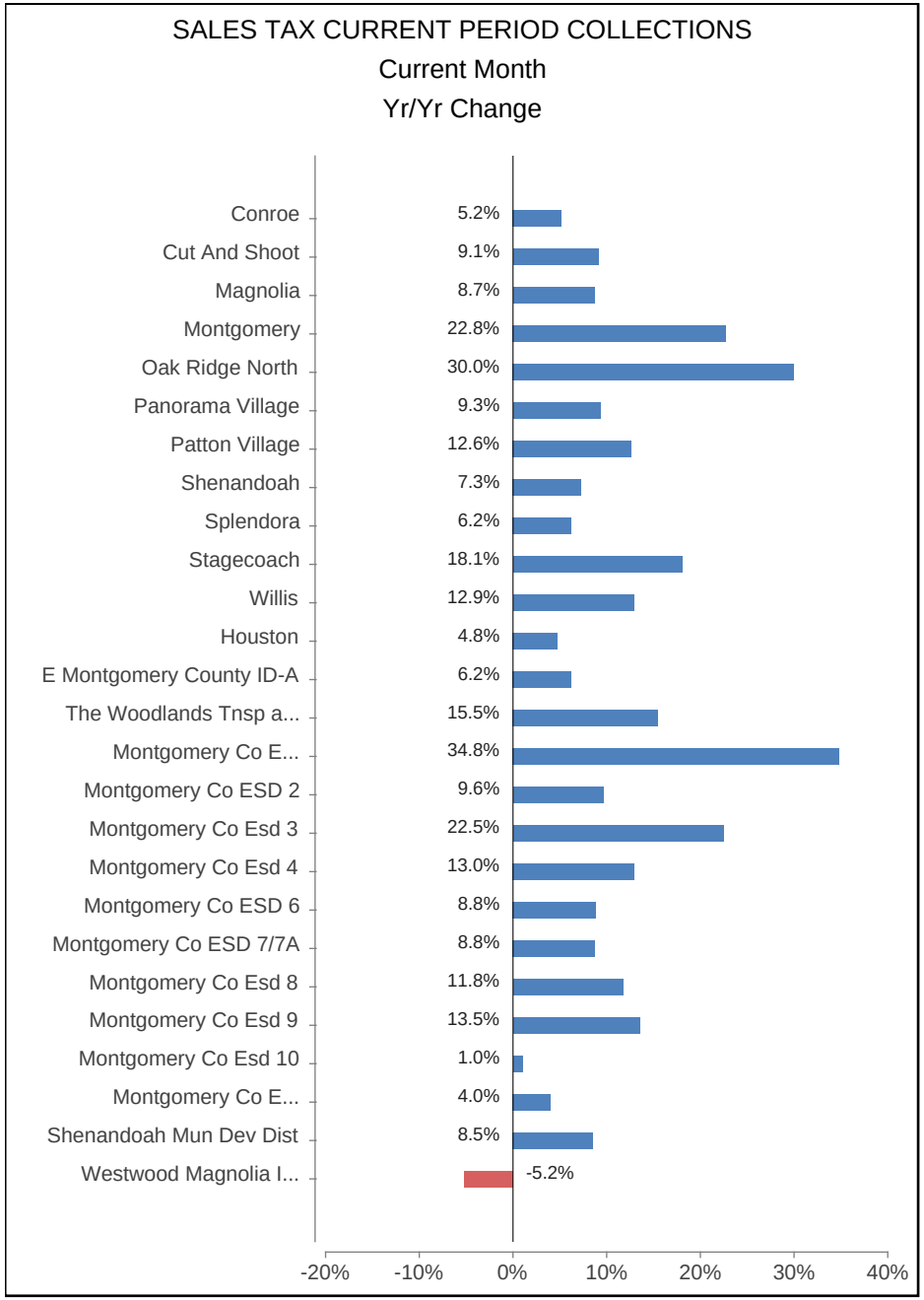


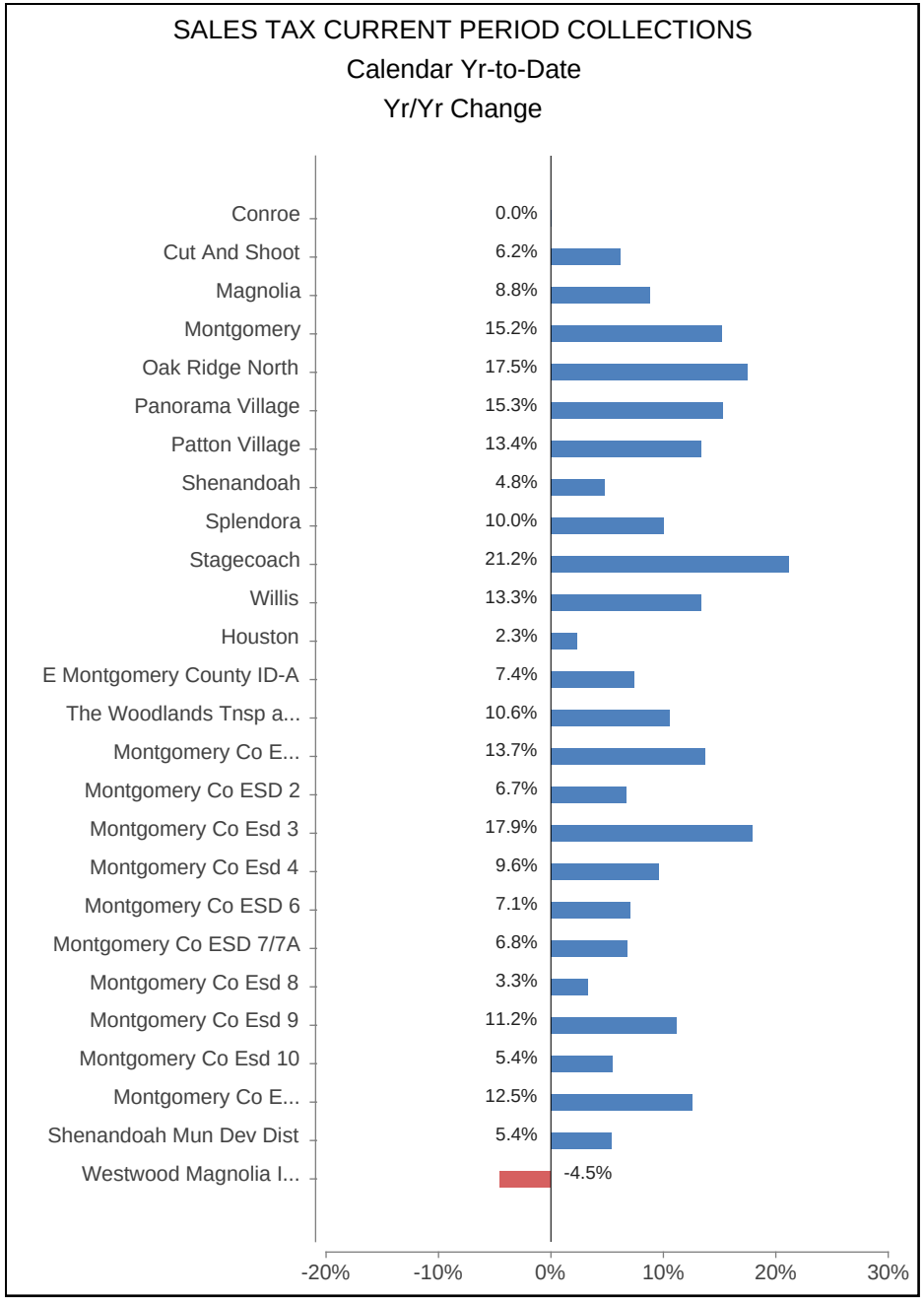


Data Source:
Texas Comptroller of Public Accounts

©2025 All Rights Reserved

SALES TAX TREND
MONTGOMERY COUNTY
Jun-25





Data Source: Texas Comptroller of Public Accounts

©2025 All Rights Reserved

NAICS KEY

Code	Industry Segment
1	Ag, Forestry, Fishing, Hunting
2	Mining, Oil/Gas Extr
3	Utilities
4	Construction
5	Manufacturing
6	Included in Key No. 5
7	Included in Key No. 5
8	Wholesale Trade
9	Retail Trade
10	Transportation, Warehousing
11	Information excl. Telecom
12	Telecom
13	Included in Key No. 11
14	Financial, Insurance
15	Real Estate, Rental, Leasing
16	Prof, Scientific, Tech Svcs
17	Company, Enterprise Mgmt
18	Admin, Support, Waste Mgmt
19	Education Services
20	Health Care, Social Assistance
21	Recreation, Arts, Entmt
22	Lodging, Food Svcs
23	Other Services
24	Public Admin
25	Unidentified

UTILITY/GENERAL FUND REPORT – June 2025

UTILITY ACCOUNT ARREARS			
	60 Days	**90 Days**	**120+ Days**
Amount	$2,277.40	$623.38	$20,685.40
GRAND TOTAL:			**$23,586.18**

MONTHLY PERMIT TRANSACTIONS			
Type	**Revenue**		**Permit Count**
Building-Residential Addition, Generators	$	17,899.00	25
Plumbing	$	3,750.00	15
Irrigation	$	1,250.00	10
Building-Commercial Remodel	$	1,262.50	5
Solar	$	-	0
Pool	$	900.00	2
Sign	$	200.00	3
Mechanical	$	2,600.00	13
Electrical	$	3,050.00	13
TOTAL	**$**	**30,911.50**	**86**

UTILITY SERVICE ACCOUNTS	
New Water Accts.	34
Disconnected Water Accts.	29
Total Number of Active Accts.	**1242**

City of Montgomery, TX

Receipt Listing by Product

Totals by General Ledger Distribution Accounts

Date Range: bolm - eolm

Product Code **Product Code Description**

10 **Building Permits/MEP**

Receipt Number	Date	EOD Packet Number	Payor Name	Distribution GL Account Number	Distribution Amount
R00191390	6/2/2025	CLPKT01453 - 06/02/2025 EOD-Posted	Greater Houston Plumbing	100-00-42210-0000000 - Building Permits/MEP	-275.00
R00191413	6/3/2025	CLPKT01455 - 06/03/2025 EOD-Posted	K Hov	100-00-42210-0000000 - Building Permits/MEP	-75.00
R00191483	6/4/2025	CLPKT01457 - 06/04/2025 EOD-Posted	Romo Electric Inc.	100-00-42210-0000000 - Building Permits/MEP	-200.00
R00191487	6/4/2025	CLPKT01457 - 06/04/2025 EOD-Posted		100-00-42210-0000000 - Building Permits/MEP	-75.00
R00191490	6/4/2025	CLPKT01457 - 06/04/2025 EOD-Posted	Traylor Mech	100-00-42210-0000000 - Building Permits/MEP	-275.00
R00191511	6/5/2025	CLPKT01459 - 06/05/2025 EOD-Posted	stonefield Homes	100-00-42210-0000000 - Building Permits/MEP	-2,607.00
R00191512	6/5/2025	CLPKT01459 - 06/05/2025 EOD-Posted	Stonefield Homes	100-00-42210-0000000 - Building Permits/MEP	-2,209.00
R00191514	6/5/2025	CLPKT01459 - 06/05/2025 EOD-Posted	Stonefield Homes	100-00-42210-0000000 - Building Permits/MEP	-2,344.00
R00191515	6/5/2025	CLPKT01459 - 06/05/2025 EOD-Posted	Joe Swartz Electric	100-00-42210-0000000 - Building Permits/MEP	-275.00
R00191516	6/5/2025	CLPKT01459 - 06/05/2025 EOD-Posted	Quality Generators	100-00-42210-0000000 - Building Permits/MEP	-850.00
R00191558	6/5/2025	CLPKT01459 - 06/05/2025 EOD-Posted	Alpine Air	100-00-42210-0000000 - Building Permits/MEP	-200.00
R00191573	6/6/2025	CLPKT01461 - 06/06/2025 EOD-Posted	OMG Construction	100-00-42210-0000000 - Building Permits/MEP	-75.00
R00191602	6/6/2025	CLPKT01461 - 06/06/2025 EOD-Posted	Walls Plumbing	100-00-42210-0000000 - Building Permits/MEP	-550.00
R00191642	6/9/2025	CLPKT01465 - 06/09/2025 EOD-Posted	Choate USA	100-00-42210-0000000 - Building Permits/MEP	-125.00
R00191645	6/9/2025	CLPKT01465 - 06/09/2025 EOD-Posted	Airteam Heating & Cooling	100-00-42210-0000000 - Building Permits/MEP	-200.00
R00191646	6/9/2025	CLPKT01465 - 06/09/2025 EOD-Posted	Raven Mechanical	100-00-42210-0000000 - Building Permits/MEP	-275.00
R00191648	6/9/2025	CLPKT01465 - 06/09/2025 EOD-Posted	O & E Pools and Construction	100-00-42210-0000000 - Building Permits/MEP	-450.00
R00191717	6/10/2025	CLPKT01467 - 06/10/2025 EOD-Posted	AC & Heating Service	100-00-42210-0000000 - Building Permits/MEP	-200.00
R00191718	6/10/2025	CLPKT01467 - 06/10/2025 EOD-Posted	Pace Mechanical	100-00-42210-0000000 - Building Permits/MEP	-400.00
R00191718	6/10/2025	CLPKT01467 - 06/10/2025 EOD-Posted	Pace Mechanical	100-00-42210-0000000 - Building Permits/MEP	-400.00
R00191721	6/10/2025	CLPKT01467 - 06/10/2025 EOD-Posted	J Patrick Homes	100-00-42210-0000000 - Building Permits/MEP	-75.00
R00191724	6/10/2025	CLPKT01467 - 06/10/2025 EOD-Posted	American Mustang Custom H	100-00-42210-0000000 - Building Permits/MEP	-770.00
R00191727	6/10/2025	CLPKT01467 - 06/10/2025 EOD-Posted	Linc Electric	100-00-42210-0000000 - Building Permits/MEP	-275.00
R00191728	6/10/2025	CLPKT01467 - 06/10/2025 EOD-Posted	Robert Rice	100-00-42210-0000000 - Building Permits/MEP	-1,084.00

Product Code		Product Code Description			
R00191741	6/11/2025	CLPKT01469 - 06/11/2025 EOD-Posted	Perry Homes	100-00-42210-0000000 - Building Permits/MEP	
R00191749	6/11/2025	CLPKT01469 - 06/11/2025 EOD-Posted	Blue Haven	100-00-42210-0000000 - Building Permits/MEP	-450.00
R00191790	6/12/2025	CLPKT01471 - 06/12/2025 EOD-Posted	Sign Remedy	100-00-42210-0000000 - Building Permits/MEP	-150.00
R00191814	6/13/2025	CLPKT01473 - 06/13/2025 EOD-Posted	Contractor Landscape Service	100-00-42210-0000000 - Building Permits/MEP	-375.00
R00191814	6/13/2025	CLPKT01473 - 06/13/2025 EOD-Posted	Contractor Landscape Service	100-00-42210-0000000 - Building Permits/MEP	-375.00
R00191954	6/16/2025	CLPKT01477 - 06/16/2025 EOD-Posted	K Hov	100-00-42210-0000000 - Building Permits/MEP	-75.00
R00191958	6/16/2025	CLPKT01477 - 06/16/2025 EOD-Posted	Texas Electrical Residential Cc	100-00-42210-0000000 - Building Permits/MEP	-450.00
R00191960	6/16/2025	CLPKT01477 - 06/16/2025 EOD-Posted	Greater Houston Plumbing	100-00-42210-0000000 - Building Permits/MEP	-275.00
R00191968	6/16/2025	CLPKT01477 - 06/16/2025 EOD-Posted	Traylor Mech	100-00-42210-0000000 - Building Permits/MEP	-200.00
R00191995	6/17/2025	CLPKT01479 - 06/17/2025 EOD-Posted	Linc Plumbing	100-00-42210-0000000 - Building Permits/MEP	-200.00
R00191995	6/17/2025	CLPKT01479 - 06/17/2025 EOD-Posted	Linc Plumbing	100-00-42210-0000000 - Building Permits/MEP	-450.00
R00191995	6/17/2025	CLPKT01479 - 06/17/2025 EOD-Posted	Linc Plumbing	100-00-42210-0000000 - Building Permits/MEP	-200.00
R00191996	6/17/2025	CLPKT01479 - 06/17/2025 EOD-Posted	Gold Plumbing company	100-00-42210-0000000 - Building Permits/MEP	-200.00
R00192002	6/17/2025	CLPKT01479 - 06/17/2025 EOD-Posted	Joe Swartz Elec.	100-00-42210-0000000 - Building Permits/MEP	-1,100.00
R00192003	6/17/2025	CLPKT01479 - 06/17/2025 EOD-Posted	K HOV	100-00-42210-0000000 - Building Permits/MEP	-100.00
R00192007	6/17/2025	CLPKT01479 - 06/17/2025 EOD-Posted	Burke Family Plumbing	100-00-42210-0000000 - Building Permits/MEP	-200.00
R00192017	6/17/2025	CLPKT01479 - 06/17/2025 EOD-Posted	Pulte	100-00-42210-0000000 - Building Permits/MEP	-75.00
R00192045	6/18/2025	CLPKT01481 - 06/18/2025 EOD-Posted		100-00-42210-0000000 - Building Permits/MEP	-125.00
R00192061	6/19/2025	CLPKT01483 - 06/19/2025 EOD-Posted	Texas Electrical Res. Cont.	100-00-42210-0000000 - Building Permits/MEP	-200.00
R00192073	6/20/2025	CLPKT01485 - 06/20/2025 EOD-Posted	Walls Plumbing	100-00-42210-0000000 - Building Permits/MEP	-1,100.00
R00192075	6/20/2025	CLPKT01485 - 06/20/2025 EOD-Posted	Outdoor Services of Texas	100-00-42210-0000000 - Building Permits/MEP	-250.00
R00192077	6/20/2025	CLPKT01485 - 06/20/2025 EOD-Posted	Roman's Electric	100-00-42210-0000000 - Building Permits/MEP	-200.00
R00192087	6/20/2025	CLPKT01485 - 06/20/2025 EOD-Posted	Luxury Air LLC	100-00-42210-0000000 - Building Permits/MEP	-125.00
R00192089	6/20/2025	CLPKT01485 - 06/20/2025 EOD-Posted	IES Res.	100-00-42210-0000000 - Building Permits/MEP	-275.00
R00192115	6/23/2025	CLPKT01489 - 06/23/2025 EOD-Posted	Krugers Master Plumbing	100-00-42210-0000000 - Building Permits/MEP	-200.00
R00192130	6/24/2025	CLPKT01491 - 06/24/2025 EOD-Posted		100-00-42210-0000000 - Building Permits/MEP	-3,087.00
R00192140	6/24/2025	CLPKT01491 - 06/24/2025 EOD-Posted	K HOV	100-00-42210-0000000 - Building Permits/MEP	-75.00
R00192153	6/25/2025	CLPKT01493 - 06/25/2025 EOD-Posted	Tim Giraud	100-00-42210-0000000 - Building Permits/MEP	-75.00
R00192159	6/26/2025	CLPKT01495 - 06/26/2025 EOD-Posted	Houk Air	100-00-42210-0000000 - Building Permits/MEP	-600.00
R00192160	6/26/2025	CLPKT01495 - 06/26/2025 EOD-Posted	Mogonye Land Tech	100-00-42210-0000000 - Building Permits/MEP	-125.00

Product Code		Product Code Description			
R00192161	6/26/2025	CLPKT01495 - 06/26/2025 EOD-Posted	K Hov	100-00-42210-0000000 - Building Permits/MEP	
R00192170	6/26/2025	CLPKT01495 - 06/26/2025 EOD-Posted	The Highland Pine Company L	100-00-42210-0000000 - Building Permits/MEP	-175.00
R00192174	6/26/2025	CLPKT01495 - 06/26/2025 EOD-Posted	K Hov	100-00-42210-0000000 - Building Permits/MEP	-150.00
R00192188	6/27/2025	CLPKT01498 - 06/27/2025 EOD-Posted	Greater Houston Plumbing	100-00-42210-0000000 - Building Permits/MEP	-275.00
R00192198	6/27/2025	CLPKT01498 - 06/27/2025 EOD-Posted	Tirana 25 LLC	100-00-42210-0000000 - Building Permits/MEP	-175.00
R00192221	6/30/2025	CLPKT01502 - 06/30/2025 EOD-Posted	Sixx Construction Services	100-00-42210-0000000 - Building Permits/MEP	-837.50
R00192226	6/30/2025	CLPKT01502 - 06/30/2025 EOD-Posted	Pulte	100-00-42210-0000000 - Building Permits/MEP	-1,624.00
R00192227	6/30/2025	CLPKT01502 - 06/30/2025 EOD-Posted	Pulte	100-00-42210-0000000 - Building Permits/MEP	-1,849.00
				10 Subtotal:	-30,811.50

11 **Flag Sales**

Receipt Number	Date	EOD Packet Number	Payor Name	Distribution GL Account Number	Distribution Amount
R00191396	6/2/2025	CLPKT01453 - 06/02/2025 EOD-Posted		100-00-46900-0000000 - Unanticipated Income	-13.86
				100-24330-00000 - Sales Tax Payable	-1.14
R00191408	6/3/2025	CLPKT01453 - 06/02/2025 EOD-Posted		100-00-46900-0000000 - Unanticipated Income	-18.48
				100-24330-00000 - Sales Tax Payable	-1.52
R00191426	6/3/2025	CLPKT01455 - 06/03/2025 EOD-Posted		100-00-46900-0000000 - Unanticipated Income	-18.48
				100-24330-00000 - Sales Tax Payable	-1.52
R00191517	6/5/2025	CLPKT01459 - 06/05/2025 EOD-Posted		100-00-46900-0000000 - Unanticipated Income	-4.62
				100-24330-00000 - Sales Tax Payable	-0.38
R00191616	6/6/2025	CLPKT01461 - 06/06/2025 EOD-Posted		100-00-46900-0000000 - Unanticipated Income	-4.62
				100-24330-00000 - Sales Tax Payable	-0.38
R00191675	6/9/2025	CLPKT01465 - 06/09/2025 EOD-Posted		100-00-46900-0000000 - Unanticipated Income	-9.24
				100-24330-00000 - Sales Tax Payable	-0.76
R00191680	6/9/2025	CLPKT01465 - 06/09/2025 EOD-Posted		100-00-46900-0000000 - Unanticipated Income	-4.62
				100-24330-00000 - Sales Tax Payable	-0.38
R00191681	6/9/2025	CLPKT01465 - 06/09/2025 EOD-Posted		100-00-46900-0000000 - Unanticipated Income	-4.62
				100-24330-00000 - Sales Tax Payable	-0.38
R00191739	6/11/2025	CLPKT01469 - 06/11/2025 EOD-Posted		100-00-46900-0000000 - Unanticipated Income	-9.24
				100-24330-00000 - Sales Tax Payable	-0.76
R00191788	6/12/2025	CLPKT01471 - 06/12/2025 EOD-Posted	Flag Sale - 1	100-00-46900-0000000 - Unanticipated Income	-4.62
				100-24330-00000 - Sales Tax Payable	-0.38
R00191791	6/12/2025	CLPKT01471 - 06/12/2025 EOD-Posted		100-00-46900-0000000 - Unanticipated Income	-9.24
				100-24330-00000 - Sales Tax Payable	-0.76
R00191794	6/12/2025	CLPKT01471 - 06/12/2025 EOD-Posted		100-00-46900-0000000 - Unanticipated Income	-4.62
				100-24330-00000 - Sales Tax Payable	-0.38
R00191819	6/13/2025	CLPKT01473 - 06/13/2025 EOD-Posted		100-00-46900-0000000 - Unanticipated Income	-9.24
				100-24330-00000 - Sales Tax Payable	-0.76

Product Code		Product Code Description		
R00191825	6/13/2025	CLPKT01473 - 06/13/2025 EOD-Posted	100-00-46900-0000000 - Unanticipated Income	[illegible]
			100-24330-00000 - Sales Tax Payable	-0.38
R00191982	6/17/2025	CLPKT01477 - 06/16/2025 EOD-Posted	100-00-46900-0000000 - Unanticipated Income	-9.24
			100-24330-00000 - Sales Tax Payable	-0.76
R00192065	6/19/2025	CLPKT01483 - 06/19/2025 EOD-Posted	100-00-46900-0000000 - Unanticipated Income	-4.62
			100-24330-00000 - Sales Tax Payable	-0.38
R00192091	6/20/2025	CLPKT01485 - 06/20/2025 EOD-Posted	100-00-46900-0000000 - Unanticipated Income	-9.24
			100-24330-00000 - Sales Tax Payable	-0.76
R00192092	6/20/2025	CLPKT01485 - 06/20/2025 EOD-Posted	100-00-46900-0000000 - Unanticipated Income	-4.62
			100-24330-00000 - Sales Tax Payable	-0.38
R00192094	6/20/2025	CLPKT01485 - 06/20/2025 EOD-Posted	100-00-46900-0000000 - Unanticipated Income	-9.24
			100-24330-00000 - Sales Tax Payable	-0.76
R00192109	6/23/2025	CLPKT01489 - 06/23/2025 EOD-Posted	100-00-46900-0000000 - Unanticipated Income	-4.62
			100-24330-00000 - Sales Tax Payable	-0.38
R00192110	6/23/2025	CLPKT01489 - 06/23/2025 EOD-Posted	100-00-46900-0000000 - Unanticipated Income	-18.48
			100-24330-00000 - Sales Tax Payable	-1.52
R00192112	6/23/2025	CLPKT01489 - 06/23/2025 EOD-Posted	100-00-46900-0000000 - Unanticipated Income	-18.48
			100-24330-00000 - Sales Tax Payable	-1.52
R00192113	6/23/2025	CLPKT01489 - 06/23/2025 EOD-Posted	100-00-46900-0000000 - Unanticipated Income	-9.24
			100-24330-00000 - Sales Tax Payable	-0.76
R00192122	6/23/2025	CLPKT01489 - 06/23/2025 EOD-Posted	100-00-46900-0000000 - Unanticipated Income	-36.96
			100-24330-00000 - Sales Tax Payable	-3.04
R00192128	6/24/2025	CLPKT01491 - 06/24/2025 EOD-Posted	100-00-46900-0000000 - Unanticipated Income	-23.10
			100-24330-00000 - Sales Tax Payable	-1.90
R00192133	6/24/2025	CLPKT01491 - 06/24/2025 EOD-Posted	100-00-46900-0000000 - Unanticipated Income	-18.48
			100-24330-00000 - Sales Tax Payable	-1.52
R00192136	6/24/2025	CLPKT01491 - 06/24/2025 EOD-Posted	100-00-46900-0000000 - Unanticipated Income	-18.48
			100-24330-00000 - Sales Tax Payable	-1.52
R00192143	6/24/2025	CLPKT01491 - 06/24/2025 EOD-Posted	100-00-46900-0000000 - Unanticipated Income	-9.24
			100-24330-00000 - Sales Tax Payable	-0.76
R00192144	6/24/2025	CLPKT01491 - 06/24/2025 EOD-Posted	100-00-46900-0000000 - Unanticipated Income	-4.62
			100-24330-00000 - Sales Tax Payable	-0.38
R00192147	6/25/2025	CLPKT01493 - 06/25/2025 EOD-Posted	100-00-46900-0000000 - Unanticipated Income	-9.24
			100-24330-00000 - Sales Tax Payable	-0.76
R00192148	6/25/2025	CLPKT01493 - 06/25/2025 EOD-Posted	100-00-46900-0000000 - Unanticipated Income	-92.40
			100-24330-00000 - Sales Tax Payable	-7.60
R00192158	6/26/2025	CLPKT01493 - 06/25/2025 EOD-Posted	100-00-46900-0000000 - Unanticipated Income	-27.72
			100-24330-00000 - Sales Tax Payable	-2.28
R00192164	6/26/2025	CLPKT01495 - 06/26/2025 EOD-Posted	100-00-46900-0000000 - Unanticipated Income	-9.24
			100-24330-00000 - Sales Tax Payable	-0.76

Product Code		Product Code Description			
R00192192	6/27/2025	CLPKT01498 - 06/27/2025 EOD-Posted		100-00-46900-0000000 - Unanticipated Income	[illegible]
				100-24330-00000 - Sales Tax Payable	-2.28
R00192207	6/27/2025	CLPKT01498 - 06/27/2025 EOD-Posted		100-00-46900-0000000 - Unanticipated Income	-18.48
				100-24330-00000 - Sales Tax Payable	-1.52
R00192240	6/30/2025	CLPKT01502 - 06/30/2025 EOD-Posted		100-00-46900-0000000 - Unanticipated Income	-18.48
				100-24330-00000 - Sales Tax Payable	-1.52
R00192242	6/30/2025	CLPKT01502 - 06/30/2025 EOD-Posted		100-00-46900-0000000 - Unanticipated Income	-23.10
				100-24330-00000 - Sales Tax Payable	-1.90
R00192250	6/30/2025	CLPKT01502 - 06/30/2025 EOD-Posted		100-00-46900-0000000 - Unanticipated Income	-9.24
				100-24330-00000 - Sales Tax Payable	-0.76
				11 Subtotal:	-600.00

13 **Permits & Licenses - Sign Fee**

Receipt Number	Date	EOD Packet Number	Payor Name	Distribution GL Account Number	Distribution Amount
R00192197	6/27/2025	CLPKT01498 - 06/27/2025 EOD-Posted		100-00-44210-0000000 - Sign Fees	-100.00
				13 Subtotal:	-100.00

15 **ACCIDENT REPORT**

Receipt Number	Date	EOD Packet Number	Payor Name	Distribution GL Account Number	Distribution Amount
R00191420	6/3/2025	CLPKT01455 - 06/03/2025 EOD-Posted		100-00-46900-0000000 - Unanticipated Income	-6.00
R00191427	6/3/2025	CLPKT01455 - 06/03/2025 EOD-Posted		100-00-46900-0000000 - Unanticipated Income	-6.00
				15 Subtotal:	-12.00

16 **Other Revenues - Misc Other**

Receipt Number	Date	EOD Packet Number	Payor Name	Distribution GL Account Number	Distribution Amount
R00191390	6/2/2025	CLPKT01453 - 06/02/2025 EOD-Posted	Greater Houston Plumbing	100-00-44250-0000000 - Credit Card Fees	-13.75
R00191413	6/3/2025	CLPKT01455 - 06/03/2025 EOD-Posted	K Hov	100-00-44250-0000000 - Credit Card Fees	-3.75
R00191483	6/4/2025	CLPKT01457 - 06/04/2025 EOD-Posted	Romo Electric Inc.	100-00-44250-0000000 - Credit Card Fees	-10.00
R00191487	6/4/2025	CLPKT01457 - 06/04/2025 EOD-Posted		100-00-44250-0000000 - Credit Card Fees	-3.75
R00191490	6/4/2025	CLPKT01457 - 06/04/2025 EOD-Posted	Traylor Mech	100-00-44250-0000000 - Credit Card Fees	-13.75
R00191515	6/5/2025	CLPKT01459 - 06/05/2025 EOD-Posted	Joe Swartz Electric	100-00-44250-0000000 - Credit Card Fees	-13.75
R00191516	6/5/2025	CLPKT01459 - 06/05/2025 EOD-Posted	Quality Generators	100-00-44250-0000000 - Credit Card Fees	-42.50
R00191642	6/9/2025	CLPKT01465 - 06/09/2025 EOD-Posted	Choate USA	100-00-44250-0000000 - Credit Card Fees	-6.25
R00191646	6/9/2025	CLPKT01465 - 06/09/2025 EOD-Posted	Raven Mechanical	100-00-44250-0000000 - Credit Card Fees	-13.75
R00191648	6/9/2025	CLPKT01465 - 06/09/2025 EOD-Posted	O & E Pools and Construction	100-00-44250-0000000 - Credit Card Fees	-22.50
R00191718	6/10/2025	CLPKT01467 - 06/10/2025 EOD-Posted	Pace Mechanical	100-00-44250-0000000 - Credit Card Fees	-40.00
R00191721	6/10/2025	CLPKT01467 - 06/10/2025 EOD-Posted	J Patrick Homes	100-00-44250-0000000 - Credit Card Fees	-3.75

Product Code		Product Code Description			
R00191727	6/10/2025	CLPKT01467 - 06/10/2025 EOD-Posted	Linc Electric	100-00-44250-0000000 - Credit Card Fees	
R00191741	6/11/2025	CLPKT01469 - 06/11/2025 EOD-Posted	Perry Homes	100-00-44250-0000000 - Credit Card Fees	-3.75
R00191749	6/11/2025	CLPKT01469 - 06/11/2025 EOD-Posted	Blue Haven	100-00-44250-0000000 - Credit Card Fees	-22.50
R00191790	6/12/2025	CLPKT01471 - 06/12/2025 EOD-Posted	Sign Remedy	100-00-44250-0000000 - Credit Card Fees	-7.50
R00191954	6/16/2025	CLPKT01477 - 06/16/2025 EOD-Posted	K Hov	100-00-44250-0000000 - Credit Card Fees	-3.75
R00191958	6/16/2025	CLPKT01477 - 06/16/2025 EOD-Posted	Texas Electrical Residential Cc	100-00-44250-0000000 - Credit Card Fees	-22.50
R00191960	6/16/2025	CLPKT01477 - 06/16/2025 EOD-Posted	Greater Houston Plumbing	100-00-44250-0000000 - Credit Card Fees	-13.75
R00191968	6/16/2025	CLPKT01477 - 06/16/2025 EOD-Posted	Traylor Mech	100-00-44250-0000000 - Credit Card Fees	-10.00
R00191995	6/17/2025	CLPKT01479 - 06/17/2025 EOD-Posted	Linc Plumbing	100-00-44250-0000000 - Credit Card Fees	-42.50
R00191996	6/17/2025	CLPKT01479 - 06/17/2025 EOD-Posted	Gold Plumbing company	100-00-44250-0000000 - Credit Card Fees	-10.00
R00192002	6/17/2025	CLPKT01479 - 06/17/2025 EOD-Posted	Joe Swartz Elec.	100-00-44250-0000000 - Credit Card Fees	-55.00
R00192003	6/17/2025	CLPKT01479 - 06/17/2025 EOD-Posted	K HOV	100-00-44250-0000000 - Credit Card Fees	-5.00
R00192007	6/17/2025	CLPKT01479 - 06/17/2025 EOD-Posted	Burke Family Plumbing	100-00-44250-0000000 - Credit Card Fees	-10.00
R00192017	6/17/2025	CLPKT01479 - 06/17/2025 EOD-Posted	Pulte	100-00-44250-0000000 - Credit Card Fees	-3.75
R00192061	6/19/2025	CLPKT01483 - 06/19/2025 EOD-Posted	Texas Electrical Res. Cont.	100-00-44250-0000000 - Credit Card Fees	-10.00
R00192075	6/20/2025	CLPKT01485 - 06/20/2025 EOD-Posted	Outdoor Services of Texas	100-00-44250-0000000 - Credit Card Fees	-12.50
R00192077	6/20/2025	CLPKT01485 - 06/20/2025 EOD-Posted	Roman's Electric	100-00-44250-0000000 - Credit Card Fees	-10.00
R00192087	6/20/2025	CLPKT01485 - 06/20/2025 EOD-Posted	Luxury Air LLC	100-00-44250-0000000 - Credit Card Fees	-6.25
R00192089	6/20/2025	CLPKT01485 - 06/20/2025 EOD-Posted	IES Res.	100-00-44250-0000000 - Credit Card Fees	-13.75
R00192115	6/23/2025	CLPKT01489 - 06/23/2025 EOD-Posted	Krugers Master Plumbing	100-00-44250-0000000 - Credit Card Fees	-10.00
R00192140	6/24/2025	CLPKT01491 - 06/24/2025 EOD-Posted	K HOV	100-00-44250-0000000 - Credit Card Fees	-3.75
R00192153	6/25/2025	CLPKT01493 - 06/25/2025 EOD-Posted	Tim Giraud	100-00-44250-0000000 - Credit Card Fees	-3.75
R00192159	6/26/2025	CLPKT01495 - 06/26/2025 EOD-Posted	Houk Air	100-00-44250-0000000 - Credit Card Fees	-30.00
R00192160	6/26/2025	CLPKT01495 - 06/26/2025 EOD-Posted	Mogonye Land Tech	100-00-44250-0000000 - Credit Card Fees	-7.25
R00192161	6/26/2025	CLPKT01495 - 06/26/2025 EOD-Posted	K Hov	100-00-44250-0000000 - Credit Card Fees	-3.75
R00192174	6/26/2025	CLPKT01495 - 06/26/2025 EOD-Posted	K Hov	100-00-44250-0000000 - Credit Card Fees	-7.50
R00192188	6/27/2025	CLPKT01498 - 06/27/2025 EOD-Posted	Greater Houston Plumbing	100-00-44250-0000000 - Credit Card Fees	-13.75
R00192198	6/27/2025	CLPKT01498 - 06/27/2025 EOD-Posted	Tirana 25 LLC	100-00-44250-0000000 - Credit Card Fees	-8.75
				16 Subtotal:	-552.25

Product Code	Product Code Description
18	Community Bldg Deposit

Receipt Number	Date	EOD Packet Number	Payor Name	Distribution GL Account Number	Distribution Amount
R00191421	6/3/2025	CLPKT01455 - 06/03/2025 EOD-Posted		100-24320-00000 - Community Building Rental Deposits	-150.00
R00191551	6/5/2025	CLPKT01459 - 06/05/2025 EOD-Posted	Tom Czulewicz	100-24320-00000 - Community Building Rental Deposits	-150.00
R00191631	6/9/2025	CLPKT01465 - 06/09/2025 EOD-Posted		100-24320-00000 - Community Building Rental Deposits	-150.00
R00191822	6/13/2025	CLPKT01473 - 06/13/2025 EOD-Posted		100-24320-00000 - Community Building Rental Deposits	-150.00
R00192156	6/25/2025	CLPKT01493 - 06/25/2025 EOD-Posted	Tracy Boulware	100-24320-00000 - Community Building Rental Deposits	-300.00
R00192200	6/27/2025	CLPKT01498 - 06/27/2025 EOD-Posted	Joyce Moore	100-24320-00000 - Community Building Rental Deposits	-150.00
				18 Subtotal:	-1,050.00

19	Community Building Rental

Receipt Number	Date	EOD Packet Number	Payor Name	Distribution GL Account Number	Distribution Amount
R00191421	6/3/2025	CLPKT01455 - 06/03/2025 EOD-Posted		100-00-46110-0000000 - Community Building Rental	-125.00
R00191561	6/5/2025	CLPKT01459 - 06/05/2025 EOD-Posted	Joshua Bourgeois	100-00-46110-0000000 - Community Building Rental	-50.00
R00191605	6/6/2025	CLPKT01461 - 06/06/2025 EOD-Posted		100-00-46110-0000000 - Community Building Rental	-125.00
R00191631	6/9/2025	CLPKT01465 - 06/09/2025 EOD-Posted		100-00-46110-0000000 - Community Building Rental	-250.00
R00191784	6/12/2025	CLPKT01471 - 06/12/2025 EOD-Posted		100-00-46110-0000000 - Community Building Rental	-125.00
R00191823	6/13/2025	CLPKT01473 - 06/13/2025 EOD-Posted		100-00-46110-0000000 - Community Building Rental	-150.00
R00191941	6/16/2025	CLPKT01477 - 06/16/2025 EOD-Posted		100-00-46110-0000000 - Community Building Rental	-50.00
R00192132	6/24/2025	CLPKT01491 - 06/24/2025 EOD-Posted		100-00-46110-0000000 - Community Building Rental	-50.00
R00192156	6/25/2025	CLPKT01493 - 06/25/2025 EOD-Posted	Tracy Boulware	100-00-46110-0000000 - Community Building Rental	-250.00
R00192177	6/26/2025	CLPKT01495 - 06/26/2025 EOD-Posted		100-00-46110-0000000 - Community Building Rental	-50.00
R00192200	6/27/2025	CLPKT01498 - 06/27/2025 EOD-Posted	Joyce Moore	100-00-46110-0000000 - Community Building Rental	-125.00
				19 Subtotal:	-1,350.00

20	UB WEBSITE FEE

Receipt Number	Date	EOD Packet Number	Payor Name	Distribution GL Account Number	Distribution Amount
R00191308	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Luke Hofferber	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191309	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Richie Ray	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191310	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Kingroll Investments, LLC	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191311	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Floyd Cooper	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191312	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Jennifer Bixler	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191313	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Joseph M. McAdams Jr.	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191314	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Tristan Smith	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50

Product Code		Product Code Description			
R00191315	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Stacy Huffman	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	
R00191316	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Savannah Reeder	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191317	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Ivy Davis	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191318	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Erin Beidle	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191319	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Micah Stewart	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191320	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Austin Ligon	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191321	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Rose Ann Bell	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191322	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Hillary Miller	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191323	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Sarah Wells	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191324	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Ryan & Kalee Londeen	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191325	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Kyle Kovar	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191326	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Billie Figueroa	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191327	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Mia Lago Ltd	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191328	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Sarah Thornton	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191329	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Mickey & Melissa Stewart	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191330	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Bailey Vandyke	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191331	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Cindy Smith	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191332	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Kyle Williams	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191333	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Autotrust Repairs LLC	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191334	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Kyle Lolley	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191335	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Karla Blanchette	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191336	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Timothy & Stephanie Thrift	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191337	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Allyson Hall	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191338	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Misty Gee	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191339	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Jason Stigers	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191340	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Patricia Easley	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191341	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Johannes Meyer	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191342	6/1/2025	CLPKT01451 - 06/01/2025 Online EOD-Posted	Shelly Baker	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191343	6/2/2025	CLPKT01452 - 06/02/2025 Online EOD-Posted	Jessica Ward	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191344	6/2/2025	CLPKT01452 - 06/02/2025 Online EOD-Posted	L.H. Lonestar Pkwy, LLC	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50

Product Code		Product Code Description			
R00191345	6/2/2025	CLPKT01452 - 06/02/2025 Online EOD-Posted	L.H. Lonestar Pkwy, LLC	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	
R00191346	6/2/2025	CLPKT01452 - 06/02/2025 Online EOD-Posted	John Connealy	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191353	6/2/2025	CLPKT01452 - 06/02/2025 Online EOD-Posted	Nemecio J Esmeralda	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191362	6/2/2025	CLPKT01452 - 06/02/2025 Online EOD-Posted	Lawrence Pliler	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191363	6/2/2025	CLPKT01452 - 06/02/2025 Online EOD-Posted	Theresa Carrasco	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191370	6/2/2025	CLPKT01452 - 06/02/2025 Online EOD-Posted	Margaret Bordelon	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191391	6/2/2025	CLPKT01452 - 06/02/2025 Online EOD-Posted	Tisha Velarde	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191392	6/2/2025	CLPKT01452 - 06/02/2025 Online EOD-Posted	Thomas Hildebrand	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191399	6/2/2025	CLPKT01452 - 06/02/2025 Online EOD-Posted	William and Lisa Byrd	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191400	6/2/2025	CLPKT01452 - 06/02/2025 Online EOD-Posted	Peta Taylor	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191401	6/2/2025	CLPKT01452 - 06/02/2025 Online EOD-Posted	Paul Brown	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191402	6/2/2025	CLPKT01452 - 06/02/2025 Online EOD-Posted	Cheryl L Wold	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191403	6/2/2025	CLPKT01452 - 06/02/2025 Online EOD-Posted	Leslie Holts	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191404	6/3/2025	CLPKT01452 - 06/02/2025 Online EOD-Posted	Ronald & Theresa Segrest	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191405	6/3/2025	CLPKT01454 - 06/03/2025 Online EOD-Posted	Brian Doolan	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191406	6/3/2025	CLPKT01454 - 06/03/2025 Online EOD-Posted	Mp Stultz Properties	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191428	6/3/2025	CLPKT01454 - 06/03/2025 Online EOD-Posted	Dewitt Lawson	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191431	6/3/2025	CLPKT01454 - 06/03/2025 Online EOD-Posted	Woodforest National Bank	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191432	6/3/2025	CLPKT01454 - 06/03/2025 Online EOD-Posted	Urooj Qureshi	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191434	6/3/2025	CLPKT01454 - 06/03/2025 Online EOD-Posted	Lake Conroe Management, LL	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191435	6/3/2025	CLPKT01454 - 06/03/2025 Online EOD-Posted	Lake Conroe Management, LL	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191436	6/3/2025	CLPKT01454 - 06/03/2025 Online EOD-Posted	Lake Conroe Management	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191437	6/3/2025	CLPKT01454 - 06/03/2025 Online EOD-Posted	Tracy Wade	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191439	6/3/2025	CLPKT01454 - 06/03/2025 Online EOD-Posted	Bobbie Guido	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191440	6/3/2025	CLPKT01454 - 06/03/2025 Online EOD-Posted	Courtney Richardson	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191444	6/3/2025	CLPKT01454 - 06/03/2025 Online EOD-Posted	Karl Brosch	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191445	6/3/2025	CLPKT01454 - 06/03/2025 Online EOD-Posted	Bradley Janisch	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191446	6/3/2025	CLPKT01454 - 06/03/2025 Online EOD-Posted	Alvin Brian Dewbre	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191447	6/3/2025	CLPKT01454 - 06/03/2025 Online EOD-Posted	Sandra Montez	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191448	6/4/2025	CLPKT01456 - 06/04/2025 Online EOD-Posted	Glen R Childress	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50

Product Code		Product Code Description			
R00191449	6/4/2025	CLPKT01456 - 06/04/2025 Online EOD-Posted	Brionne Thome	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	
R00191450	6/4/2025	CLPKT01456 - 06/04/2025 Online EOD-Posted	Diana E Kissane	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191451	6/4/2025	CLPKT01456 - 06/04/2025 Online EOD-Posted	Amanda Rodgers	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191452	6/4/2025	CLPKT01456 - 06/04/2025 Online EOD-Posted	Greg & Robin Mitchell	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191459	6/4/2025	CLPKT01456 - 06/04/2025 Online EOD-Posted	Juan Saldana Jr.	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191460	6/4/2025	CLPKT01456 - 06/04/2025 Online EOD-Posted	Montgomery Washateria	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191461	6/4/2025	CLPKT01456 - 06/04/2025 Online EOD-Posted	Jessica Chepkwony	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191462	6/4/2025	CLPKT01456 - 06/04/2025 Online EOD-Posted	Town Creek Crossing	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191463	6/4/2025	CLPKT01456 - 06/04/2025 Online EOD-Posted	Town Creek Crossing	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191464	6/4/2025	CLPKT01456 - 06/04/2025 Online EOD-Posted	Town Creek Crossing	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191465	6/4/2025	CLPKT01456 - 06/04/2025 Online EOD-Posted	Heather Franks	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191466	6/4/2025	CLPKT01456 - 06/04/2025 Online EOD-Posted	Nina Saldana	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191468	6/4/2025	CLPKT01456 - 06/04/2025 Online EOD-Posted	Lisa Trimble	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191479	6/4/2025	CLPKT01456 - 06/04/2025 Online EOD-Posted	Mark Anderson	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191485	6/4/2025	CLPKT01456 - 06/04/2025 Online EOD-Posted	Amegy Bank C/O Engie Insigh	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191486	6/4/2025	CLPKT01456 - 06/04/2025 Online EOD-Posted	Reed Silverman	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191489	6/4/2025	CLPKT01456 - 06/04/2025 Online EOD-Posted	Spirit Of Texas Bank	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191491	6/4/2025	CLPKT01456 - 06/04/2025 Online EOD-Posted	Melissa Douglas	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191492	6/4/2025	CLPKT01456 - 06/04/2025 Online EOD-Posted	John Sayer	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191493	6/4/2025	CLPKT01456 - 06/04/2025 Online EOD-Posted	Dairelys Cortes Salas	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191494	6/4/2025	CLPKT01456 - 06/04/2025 Online EOD-Posted	Ashley Hollier	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191495	6/5/2025	CLPKT01458 - 06/05/2025 Online EOD-Posted	Merri West	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191496	6/5/2025	CLPKT01458 - 06/05/2025 Online EOD-Posted	Roger Asvestas	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191497	6/5/2025	CLPKT01458 - 06/05/2025 Online EOD-Posted	Jimmy Thompson	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191498	6/5/2025	CLPKT01458 - 06/05/2025 Online EOD-Posted	Florence Dees	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191499	6/5/2025	CLPKT01458 - 06/05/2025 Online EOD-Posted	Arnette Easley	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191500	6/5/2025	CLPKT01458 - 06/05/2025 Online EOD-Posted	Bridgewell Industrialportfolio	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191501	6/5/2025	CLPKT01458 - 06/05/2025 Online EOD-Posted	Liqun Lin	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191502	6/5/2025	CLPKT01458 - 06/05/2025 Online EOD-Posted	Orlando Gil	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191503	6/5/2025	CLPKT01458 - 06/05/2025 Online EOD-Posted	Bridgewell Industrialportfolio	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50

Product Code		Product Code Description			
R00191504	6/5/2025	CLPKT01458 - 06/05/2025 Online EOD-Posted	Leslie Sheffield	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	
R00191505	6/5/2025	CLPKT01458 - 06/05/2025 Online EOD-Posted	Carmen Martinez	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191506	6/5/2025	CLPKT01458 - 06/05/2025 Online EOD-Posted	Todd Scott	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191509	6/5/2025	CLPKT01458 - 06/05/2025 Online EOD-Posted	Amanda Meher	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191550	6/5/2025	CLPKT01458 - 06/05/2025 Online EOD-Posted	Mile High Borrower 1, LLC	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191552	6/5/2025	CLPKT01458 - 06/05/2025 Online EOD-Posted	Robert Taylor	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191554	6/5/2025	CLPKT01458 - 06/05/2025 Online EOD-Posted	Progress Houston, LLC	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191555	6/5/2025	CLPKT01458 - 06/05/2025 Online EOD-Posted	Olympus Borrower, LLC	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191556	6/5/2025	CLPKT01458 - 06/05/2025 Online EOD-Posted	Mile High Borrower 1, LLC	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191557	6/5/2025	CLPKT01458 - 06/05/2025 Online EOD-Posted	Olympus Borrower, LLC	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191559	6/5/2025	CLPKT01458 - 06/05/2025 Online EOD-Posted	Panda Express Montgomery	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191560	6/5/2025	CLPKT01458 - 06/05/2025 Online EOD-Posted	Starbucks	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191562	6/5/2025	CLPKT01458 - 06/05/2025 Online EOD-Posted	Travis Shelton	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191563	6/5/2025	CLPKT01458 - 06/05/2025 Online EOD-Posted	Danielle Wray	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191564	6/6/2025	CLPKT01458 - 06/05/2025 Online EOD-Posted	Sandra Montez	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191565	6/6/2025	CLPKT01460 - 06/06/2025 Online EOD-Posted	Jeffery Collins	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191566	6/6/2025	CLPKT01460 - 06/06/2025 Online EOD-Posted	Andrea Reyes	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191574	6/6/2025	CLPKT01460 - 06/06/2025 Online EOD-Posted	Scott Sanders	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191600	6/6/2025	CLPKT01460 - 06/06/2025 Online EOD-Posted	Danielle Fails	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191603	6/6/2025	CLPKT01460 - 06/06/2025 Online EOD-Posted	Discount Tire	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191604	6/6/2025	CLPKT01460 - 06/06/2025 Online EOD-Posted	Home Depot U.S.A., Inc.	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191607	6/6/2025	CLPKT01460 - 06/06/2025 Online EOD-Posted	Melissa Smith	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191608	6/6/2025	CLPKT01460 - 06/06/2025 Online EOD-Posted	Wapco Ii, Inc/Napa	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191609	6/6/2025	CLPKT01460 - 06/06/2025 Online EOD-Posted	Consolidated Communication	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191613	6/6/2025	CLPKT01460 - 06/06/2025 Online EOD-Posted	Jarrett Reece	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191614	6/6/2025	CLPKT01460 - 06/06/2025 Online EOD-Posted	Bobbitt Betty	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191615	6/6/2025	CLPKT01460 - 06/06/2025 Online EOD-Posted	David Clark	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191617	6/6/2025	CLPKT01460 - 06/06/2025 Online EOD-Posted	Tim And Julie Davis	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191618	6/6/2025	CLPKT01460 - 06/06/2025 Online EOD-Posted	Nicole Savio	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191620	6/6/2025	CLPKT01460 - 06/06/2025 Online EOD-Posted	Bobby Goosby	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50

Product Code		Product Code Description			
R00191621	6/6/2025	CLPKT01460 - 06/06/2025 Online EOD-Posted	Carolyn Hatchett	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	
R00191622	6/7/2025	CLPKT01462 - 06/07/2025 Online EOD-Posted	Jason Fulton	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191623	6/7/2025	CLPKT01462 - 06/07/2025 Online EOD-Posted	David Soloman	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191624	6/7/2025	CLPKT01462 - 06/07/2025 Online EOD-Posted	Christopher M. Boak	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191625	6/7/2025	CLPKT01462 - 06/07/2025 Online EOD-Posted	Clay Miller	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191626	6/8/2025	CLPKT01463 - 06/08/2025 Online EOD-Posted	Matthew Monk	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191627	6/8/2025	CLPKT01463 - 06/08/2025 Online EOD-Posted	Holly Servin	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191628	6/8/2025	CLPKT01463 - 06/08/2025 Online EOD-Posted	Meagan Tuttle	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191629	6/8/2025	CLPKT01463 - 06/08/2025 Online EOD-Posted	Brian Wheeler	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191630	6/9/2025	CLPKT01464 - 06/09/2025 Online EOD-Posted	Andrea Gonzalez	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191643	6/9/2025	CLPKT01464 - 06/09/2025 Online EOD-Posted	JDS Old Plantersville Road LLC	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191647	6/9/2025	CLPKT01464 - 06/09/2025 Online EOD-Posted	Cvs Pharmacy	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191682	6/9/2025	CLPKT01464 - 06/09/2025 Online EOD-Posted	Amazing Grace Quilt Store	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191685	6/10/2025	CLPKT01466 - 06/10/2025 Online EOD-Posted	Jennfer Brown	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191686	6/10/2025	CLPKT01466 - 06/10/2025 Online EOD-Posted	Arista Garcia	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191687	6/10/2025	CLPKT01466 - 06/10/2025 Online EOD-Posted	Zachary Smith	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191688	6/10/2025	CLPKT01466 - 06/10/2025 Online EOD-Posted	Andrew Wood	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191689	6/10/2025	CLPKT01466 - 06/10/2025 Online EOD-Posted	Christian Stover	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191690	6/10/2025	CLPKT01466 - 06/10/2025 Online EOD-Posted	Brittany Bomareto	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191691	6/10/2025	CLPKT01466 - 06/10/2025 Online EOD-Posted	Rocio Fletcher	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191692	6/10/2025	CLPKT01466 - 06/10/2025 Online EOD-Posted	Sarah Herring	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191693	6/10/2025	CLPKT01466 - 06/10/2025 Online EOD-Posted	Connie Renouard	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191694	6/10/2025	CLPKT01466 - 06/10/2025 Online EOD-Posted	Jessica Voight	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191695	6/10/2025	CLPKT01466 - 06/10/2025 Online EOD-Posted	Larry Klein	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191696	6/10/2025	CLPKT01466 - 06/10/2025 Online EOD-Posted	Sarah Brown	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191697	6/10/2025	CLPKT01466 - 06/10/2025 Online EOD-Posted	Clifford Kirchof	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191698	6/10/2025	CLPKT01466 - 06/10/2025 Online EOD-Posted	Erin Sharpe	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191699	6/10/2025	CLPKT01466 - 06/10/2025 Online EOD-Posted	Corner Stop Grocery	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191700	6/10/2025	CLPKT01466 - 06/10/2025 Online EOD-Posted	Barbara Champagne	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191701	6/10/2025	CLPKT01466 - 06/10/2025 Online EOD-Posted	Burdette Taylor	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50

Product Code		Product Code Description			
R00191702	6/10/2025	CLPKT01466 - 06/10/2025 Online EOD-Posted	Natures Select Houston	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	
R00191703	6/10/2025	CLPKT01466 - 06/10/2025 Online EOD-Posted	Harlie Mobley	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191704	6/10/2025	CLPKT01466 - 06/10/2025 Online EOD-Posted	Alexandra Gant	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191705	6/10/2025	CLPKT01466 - 06/10/2025 Online EOD-Posted	Charles F Harvey	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191706	6/10/2025	CLPKT01466 - 06/10/2025 Online EOD-Posted	Popeyes	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191707	6/10/2025	CLPKT01466 - 06/10/2025 Online EOD-Posted	Lone Star Cowboy Church	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191708	6/10/2025	CLPKT01466 - 06/10/2025 Online EOD-Posted	Zafar Qureshi	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191713	6/10/2025	CLPKT01466 - 06/10/2025 Online EOD-Posted	Laura Stephens	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191722	6/10/2025	CLPKT01466 - 06/10/2025 Online EOD-Posted	Stephanie Treml	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191732	6/10/2025	CLPKT01466 - 06/10/2025 Online EOD-Posted	Anjanette Roberson	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191734	6/10/2025	CLPKT01466 - 06/10/2025 Online EOD-Posted	Vincenzo Tarantino	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191735	6/11/2025	CLPKT01468 - 06/11/2025 Online EOD-Posted	Angelica Bello	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191736	6/11/2025	CLPKT01468 - 06/11/2025 Online EOD-Posted	Cynthia Womack	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191740	6/11/2025	CLPKT01468 - 06/11/2025 Online EOD-Posted	Michael Dean & Ann Greckel	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191744	6/11/2025	CLPKT01468 - 06/11/2025 Online EOD-Posted	Ghutzman Britnee	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191745	6/11/2025	CLPKT01468 - 06/11/2025 Online EOD-Posted	Chandra Nuno	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191750	6/11/2025	CLPKT01468 - 06/11/2025 Online EOD-Posted	Catherine LeMay	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191751	6/11/2025	CLPKT01468 - 06/11/2025 Online EOD-Posted	Hayley Paul	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191752	6/12/2025	CLPKT01470 - 06/12/2025 Online EOD-Posted	Dorothy Nelson	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191753	6/12/2025	CLPKT01470 - 06/12/2025 Online EOD-Posted	Elizabeth O'Brien	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191754	6/12/2025	CLPKT01470 - 06/12/2025 Online EOD-Posted	Christine Simpson	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191755	6/12/2025	CLPKT01470 - 06/12/2025 Online EOD-Posted	Rebecca L Hansen	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191756	6/12/2025	CLPKT01470 - 06/12/2025 Online EOD-Posted	Jeffery Byrd	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191757	6/12/2025	CLPKT01470 - 06/12/2025 Online EOD-Posted	Aaron Galka	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191758	6/12/2025	CLPKT01470 - 06/12/2025 Online EOD-Posted	Mark & Elizabeth Gess	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191759	6/12/2025	CLPKT01470 - 06/12/2025 Online EOD-Posted	David & Danita Jacobson	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191767	6/12/2025	CLPKT01470 - 06/12/2025 Online EOD-Posted	Corbin Archer	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191779	6/12/2025	CLPKT01470 - 06/12/2025 Online EOD-Posted	Amie Langford	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191781	6/12/2025	CLPKT01470 - 06/12/2025 Online EOD-Posted	Rebecca Steward	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191796	6/12/2025	CLPKT01470 - 06/12/2025 Online EOD-Posted	Taylor Burris	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50

Product Code		Product Code Description			
R00191797	6/12/2025	CLPKT01470 - 06/12/2025 Online EOD-Posted	James Munselle	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	
R00191798	6/12/2025	CLPKT01470 - 06/12/2025 Online EOD-Posted	Larry Hereford	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191799	6/12/2025	CLPKT01470 - 06/12/2025 Online EOD-Posted	Elizabeth Borski	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191800	6/13/2025	CLPKT01472 - 06/13/2025 Online EOD-Posted	Bwe Ii, LLC	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191801	6/13/2025	CLPKT01472 - 06/13/2025 Online EOD-Posted	Christina Lindberg	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191802	6/13/2025	CLPKT01472 - 06/13/2025 Online EOD-Posted	David Stafford	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191803	6/13/2025	CLPKT01472 - 06/13/2025 Online EOD-Posted	Joseph Taska	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191804	6/13/2025	CLPKT01472 - 06/13/2025 Online EOD-Posted	Scott Halstead	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191805	6/13/2025	CLPKT01472 - 06/13/2025 Online EOD-Posted	Stefan Bowman	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191806	6/13/2025	CLPKT01472 - 06/13/2025 Online EOD-Posted	Jerome Hebert III	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191807	6/13/2025	CLPKT01472 - 06/13/2025 Online EOD-Posted	Scott & Karen Jensen	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191809	6/13/2025	CLPKT01472 - 06/13/2025 Online EOD-Posted	Craig Kincer	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191810	6/13/2025	CLPKT01472 - 06/13/2025 Online EOD-Posted	Judy Petty	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191811	6/13/2025	CLPKT01472 - 06/13/2025 Online EOD-Posted	Michael Fox	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191812	6/13/2025	CLPKT01472 - 06/13/2025 Online EOD-Posted	Melanie Howard	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191817	6/13/2025	CLPKT01472 - 06/13/2025 Online EOD-Posted	Ricardo Garcia	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191818	6/13/2025	CLPKT01472 - 06/13/2025 Online EOD-Posted	Dutch Bros, LLC	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191826	6/13/2025	CLPKT01472 - 06/13/2025 Online EOD-Posted	Crystal Navarre	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191842	6/13/2025	CLPKT01472 - 06/13/2025 Online EOD-Posted	Montgomery Roots Salon	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191849	6/13/2025	CLPKT01472 - 06/13/2025 Online EOD-Posted	Brandon Lee	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191850	6/13/2025	CLPKT01472 - 06/13/2025 Online EOD-Posted	Mason Soltow	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191851	6/14/2025	CLPKT01474 - 06/14/2025 Online EOD-Posted	Jeffrey Dickinson	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191852	6/14/2025	CLPKT01474 - 06/14/2025 Online EOD-Posted	Live Oak Senior Care	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191853	6/14/2025	CLPKT01474 - 06/14/2025 Online EOD-Posted	Karli Koenig	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191854	6/14/2025	CLPKT01474 - 06/14/2025 Online EOD-Posted	Amber Rexford	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191855	6/14/2025	CLPKT01474 - 06/14/2025 Online EOD-Posted	Tanya White	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191856	6/14/2025	CLPKT01474 - 06/14/2025 Online EOD-Posted	Johnny Butler	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191857	6/14/2025	CLPKT01474 - 06/14/2025 Online EOD-Posted	Charles (Chuck) E Ridley II	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191858	6/14/2025	CLPKT01474 - 06/14/2025 Online EOD-Posted	Courtney Buckner	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191859	6/14/2025	CLPKT01474 - 06/14/2025 Online EOD-Posted	Thomas Stehling	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50

Product Code		Product Code Description			
R00191860	6/14/2025	CLPKT01474 - 06/14/2025 Online EOD-Posted	David Dileo	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	
R00191861	6/14/2025	CLPKT01474 - 06/14/2025 Online EOD-Posted	Kyrie Licon	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191862	6/14/2025	CLPKT01474 - 06/14/2025 Online EOD-Posted	Michael Rosander	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191863	6/14/2025	CLPKT01474 - 06/14/2025 Online EOD-Posted	Danielle Pelton	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191864	6/14/2025	CLPKT01474 - 06/14/2025 Online EOD-Posted	Allen W Derossett	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191865	6/14/2025	CLPKT01474 - 06/14/2025 Online EOD-Posted	Mary Mueller	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191866	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Garet Norton	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191867	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Presley Gandy	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191868	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Paul Rex	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191869	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Margaret M Powell	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191870	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Kenneth L Victorick	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191871	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Procore Developments 105, L	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191872	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Nelson Minero	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191873	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Lisa Jones	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191874	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Danielle Alexander	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191875	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Dustin Gibbs	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191876	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Danielle Chapman	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191877	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Jeremy Gresham	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191878	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Kimberly Graves	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191879	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Montgomery Speech Therapy	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191880	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Cheryl Campbell	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191881	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Danielle Ponce De Leon	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191882	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Laurin Rainer	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191883	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Rachel Smith	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191884	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Clayton Robinson	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191885	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Stacey Phillips	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191886	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Andrew Ehler	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191887	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Ian Genotte	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191888	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Bing Cooper	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191889	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	David & Cecilia Miller	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50

Product Code		Product Code Description			
R00191890	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	James M Shaffer	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	
R00191891	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Aoi Carle	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191892	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Chiropractic Wellness	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191893	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Mia Lago Ltd	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191894	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Joe Fioretti	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191895	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Lauren Crenshaw	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191896	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Pizza Shack	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191897	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Alice Jackson	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191898	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Courteney Cercy	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191899	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Sharon Thompson	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191900	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Michelle Borne	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191901	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Jeremy Finch	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191902	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Andy & Norma Dean	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191903	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Thomas Maiden	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191904	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Erik Arvizu	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191905	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Kort King	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191906	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Lavonne Baker	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191907	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Adam Bellesheim	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191908	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Kyle Hurst	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191909	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Derek Geisler	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191910	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Alisha Leslie	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191911	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Tina Sim	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191912	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Forrest and Rosario Jones	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191913	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Sylvia Bailes	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191914	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Daniel Tims	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191915	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Bradley Burch	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191916	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Kristin Demeo	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191917	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Kyndall Reaves	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191918	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Joshua D Garner	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191919	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Kailey Johnson	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50

Product Code		Product Code Description			
R00191920	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Hoyat & Itzela Wauhob	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	
R00191921	6/15/2025	CLPKT01475 - 06/15/2025 Online EOD-Posted	Elayna Joe	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191922	6/16/2025	CLPKT01476 - 06/16/2025 Online EOD-Posted	Gaye Law	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191923	6/16/2025	CLPKT01476 - 06/16/2025 Online EOD-Posted	Matthew & Renee Francis	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191924	6/16/2025	CLPKT01476 - 06/16/2025 Online EOD-Posted	Hazel Galik Dutka	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191925	6/16/2025	CLPKT01476 - 06/16/2025 Online EOD-Posted	Amber LeMond & Bruce Heat	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191926	6/16/2025	CLPKT01476 - 06/16/2025 Online EOD-Posted	Amanda Weightman	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191927	6/16/2025	CLPKT01476 - 06/16/2025 Online EOD-Posted	Dale Jackson	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191932	6/16/2025	CLPKT01476 - 06/16/2025 Online EOD-Posted	K9-KUTS	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191943	6/16/2025	CLPKT01476 - 06/16/2025 Online EOD-Posted	Dani Decker	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191944	6/16/2025	CLPKT01476 - 06/16/2025 Online EOD-Posted	Beth Ferguson	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191955	6/16/2025	CLPKT01476 - 06/16/2025 Online EOD-Posted	Loretta Bolt	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191956	6/16/2025	CLPKT01476 - 06/16/2025 Online EOD-Posted	Waterstone Olc, Inc	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191959	6/16/2025	CLPKT01476 - 06/16/2025 Online EOD-Posted	Aaron Schurr	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191964	6/16/2025	CLPKT01476 - 06/16/2025 Online EOD-Posted	Michael Alders	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191969	6/16/2025	CLPKT01476 - 06/16/2025 Online EOD-Posted	Sheri Patterson	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191970	6/17/2025	CLPKT01478 - 06/17/2025 Online EOD-Posted	Leigh Ann Jernigan	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191971	6/17/2025	CLPKT01478 - 06/17/2025 Online EOD-Posted	Haggerty Lujuana	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191972	6/17/2025	CLPKT01478 - 06/17/2025 Online EOD-Posted	Greg & Lena Edwards	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191973	6/17/2025	CLPKT01478 - 06/17/2025 Online EOD-Posted	James Hoskins	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191974	6/17/2025	CLPKT01478 - 06/17/2025 Online EOD-Posted	Nicholas Davis	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191975	6/17/2025	CLPKT01478 - 06/17/2025 Online EOD-Posted	Nicholas Toombs	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191976	6/17/2025	CLPKT01478 - 06/17/2025 Online EOD-Posted	Jerry Madden	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191977	6/17/2025	CLPKT01478 - 06/17/2025 Online EOD-Posted	Jeanette Kurti	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191978	6/17/2025	CLPKT01478 - 06/17/2025 Online EOD-Posted	QUALITY MANAGEMENT SER\	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191979	6/17/2025	CLPKT01478 - 06/17/2025 Online EOD-Posted	Yvonne S Knight	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191980	6/17/2025	CLPKT01478 - 06/17/2025 Online EOD-Posted	Todd Cavness	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191981	6/17/2025	CLPKT01478 - 06/17/2025 Online EOD-Posted	Brian Mosier	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191986	6/17/2025	CLPKT01478 - 06/17/2025 Online EOD-Posted	Emilee Sessions	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00191992	6/17/2025	CLPKT01478 - 06/17/2025 Online EOD-Posted	Clarence Williams	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50

Product Code		Product Code Description			
R00191993	6/17/2025	CLPKT01478 - 06/17/2025 Online EOD-Posted	Donovan Grey	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	
R00191994	6/17/2025	CLPKT01478 - 06/17/2025 Online EOD-Posted	Margie Johnson	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192001	6/17/2025	CLPKT01478 - 06/17/2025 Online EOD-Posted	Jessica Krause	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192004	6/17/2025	CLPKT01478 - 06/17/2025 Online EOD-Posted	Kristen Andrew	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192016	6/17/2025	CLPKT01478 - 06/17/2025 Online EOD-Posted	Brandi & Jeffrey Garner	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192018	6/17/2025	CLPKT01478 - 06/17/2025 Online EOD-Posted	First Financial Bank	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192020	6/17/2025	CLPKT01478 - 06/17/2025 Online EOD-Posted	Shannon Gerstle	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192021	6/17/2025	CLPKT01478 - 06/17/2025 Online EOD-Posted	Mary Crismon	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192022	6/17/2025	CLPKT01478 - 06/17/2025 Online EOD-Posted	Glenda Walker	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192023	6/17/2025	CLPKT01478 - 06/17/2025 Online EOD-Posted	Breanne Reyes	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192024	6/17/2025	CLPKT01478 - 06/17/2025 Online EOD-Posted	Eilis Cruz	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192025	6/17/2025	CLPKT01478 - 06/17/2025 Online EOD-Posted	Opal Adkins	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192026	6/17/2025	CLPKT01478 - 06/17/2025 Online EOD-Posted	Stephanie Trevino	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192027	6/17/2025	CLPKT01478 - 06/17/2025 Online EOD-Posted	Lance Ha	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192028	6/18/2025	CLPKT01480 - 06/18/2025 Online EOD-Posted	Cindy Stewart	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192029	6/18/2025	CLPKT01480 - 06/18/2025 Online EOD-Posted	Caitlyn Nordin	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192030	6/18/2025	CLPKT01480 - 06/18/2025 Online EOD-Posted	Chloe Abbott	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192031	6/18/2025	CLPKT01480 - 06/18/2025 Online EOD-Posted	Leigh Anne Hedges	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192032	6/18/2025	CLPKT01480 - 06/18/2025 Online EOD-Posted	Jason Spardella	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192037	6/18/2025	CLPKT01480 - 06/18/2025 Online EOD-Posted	Jamie Curry	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192040	6/18/2025	CLPKT01480 - 06/18/2025 Online EOD-Posted	Patrick Irene	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192043	6/18/2025	CLPKT01480 - 06/18/2025 Online EOD-Posted	Jennifer Ellis	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192048	6/18/2025	CLPKT01480 - 06/18/2025 Online EOD-Posted	Matthew Miller	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192049	6/18/2025	CLPKT01480 - 06/18/2025 Online EOD-Posted	Laura Mullins	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192050	6/18/2025	CLPKT01480 - 06/18/2025 Online EOD-Posted	Amanda Kahle	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192051	6/18/2025	CLPKT01480 - 06/18/2025 Online EOD-Posted	Kayla Nelson	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192052	6/19/2025	CLPKT01480 - 06/18/2025 Online EOD-Posted	Cristhian Castillo	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192053	6/19/2025	CLPKT01482 - 06/19/2025 Online EOD-Posted	Montgomery Bend HOA c/o I	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192054	6/19/2025	CLPKT01482 - 06/19/2025 Online EOD-Posted	Montgomery Bend HOA c/o I	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192055	6/19/2025	CLPKT01482 - 06/19/2025 Online EOD-Posted	Montgomery Bend HOA C/O I	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50

Product Code		Product Code Description			
R00192056	6/19/2025	CLPKT01482 - 06/19/2025 Online EOD-Posted	Montgomery Bend HOA	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	
R00192057	6/19/2025	CLPKT01482 - 06/19/2025 Online EOD-Posted	David Mize	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192058	6/19/2025	CLPKT01482 - 06/19/2025 Online EOD-Posted	Kambra Drummond	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192062	6/19/2025	CLPKT01482 - 06/19/2025 Online EOD-Posted	Capital Classic Homes	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192063	6/19/2025	CLPKT01482 - 06/19/2025 Online EOD-Posted	Ashton & Caleb Malnar	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192067	6/19/2025	CLPKT01482 - 06/19/2025 Online EOD-Posted	Kristin Frost	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192068	6/20/2025	CLPKT01484 - 06/20/2025 Online EOD-Posted	Justin Elliott	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192069	6/20/2025	CLPKT01484 - 06/20/2025 Online EOD-Posted	Glenda Lee Greene	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192070	6/20/2025	CLPKT01484 - 06/20/2025 Online EOD-Posted	James Brown	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192071	6/20/2025	CLPKT01484 - 06/20/2025 Online EOD-Posted	Samantha Kinsey	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192074	6/20/2025	CLPKT01484 - 06/20/2025 Online EOD-Posted	Tiffany Bellard	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192076	6/20/2025	CLPKT01484 - 06/20/2025 Online EOD-Posted	Andrew Wood	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192083	6/20/2025	CLPKT01484 - 06/20/2025 Online EOD-Posted	Kevin Lacy	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192084	6/20/2025	CLPKT01484 - 06/20/2025 Online EOD-Posted	Mary Pair	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192093	6/20/2025	CLPKT01484 - 06/20/2025 Online EOD-Posted	Dan & Michelle Harper	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192095	6/20/2025	CLPKT01484 - 06/20/2025 Online EOD-Posted	Brett Eaton	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192096	6/20/2025	CLPKT01484 - 06/20/2025 Online EOD-Posted	Felicia West	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192097	6/20/2025	CLPKT01484 - 06/20/2025 Online EOD-Posted	Matthew Miller	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192098	6/20/2025	CLPKT01484 - 06/20/2025 Online EOD-Posted	Laura Martin	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192099	6/21/2025	CLPKT01486 - 06/21/2025 Online EOD-Posted	Aaron Brooks	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192100	6/21/2025	CLPKT01486 - 06/21/2025 Online EOD-Posted	Tiffany Olguin	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192101	6/21/2025	CLPKT01486 - 06/21/2025 Online EOD-Posted	Ricardo Ricardo Correa and A	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192102	6/22/2025	CLPKT01487 - 06/22/2025 Online EOD-Posted	Jason Bell	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192103	6/22/2025	CLPKT01487 - 06/22/2025 Online EOD-Posted	Seokjoo Hong	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192104	6/22/2025	CLPKT01487 - 06/22/2025 Online EOD-Posted	JW & Chelsey Lynn	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192105	6/22/2025	CLPKT01487 - 06/22/2025 Online EOD-Posted	Sims and Lisa Byrd	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192111	6/23/2025	CLPKT01488 - 06/23/2025 Online EOD-Posted	Rizzo & Associates	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192118	6/23/2025	CLPKT01488 - 06/23/2025 Online EOD-Posted	Ruby Butler	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192121	6/23/2025	CLPKT01488 - 06/23/2025 Online EOD-Posted	Nazca Technologies and Cons	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192123	6/23/2025	CLPKT01488 - 06/23/2025 Online EOD-Posted	Karl Brosch	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50

Product Code		Product Code Description			
R00192126	6/23/2025	CLPKT01488 - 06/23/2025 Online EOD-Posted	Billy Hampton	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	
R00192127	6/24/2025	CLPKT01490 - 06/24/2025 Online EOD-Posted	Alexander Mikolajcyk	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192129	6/24/2025	CLPKT01490 - 06/24/2025 Online EOD-Posted	Sean Perry	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192145	6/25/2025	CLPKT01492 - 06/25/2025 Online EOD-Posted	Melissa Diggs	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192146	6/25/2025	CLPKT01492 - 06/25/2025 Online EOD-Posted	Don & Connie Booker	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192157	6/26/2025	CLPKT01494 - 06/26/2025 Online EOD-Posted	Aimee Armstrong	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192162	6/26/2025	CLPKT01494 - 06/26/2025 Online EOD-Posted	Caitlyn McShane	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192169	6/26/2025	CLPKT01494 - 06/26/2025 Online EOD-Posted	Robert Mann	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192173	6/26/2025	CLPKT01494 - 06/26/2025 Online EOD-Posted	Shaun Ramautarsingh	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192176	6/26/2025	CLPKT01494 - 06/26/2025 Online EOD-Posted	Latoya M Miller	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192179	6/26/2025	CLPKT01494 - 06/26/2025 Online EOD-Posted	Osborn Jr &Kathleen Rayburn	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192182	6/26/2025	CLPKT01494 - 06/26/2025 Online EOD-Posted	Mauricio Garcia	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192183	6/26/2025	CLPKT01494 - 06/26/2025 Online EOD-Posted	Angela Phillips	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192184	6/27/2025	CLPKT01496 - 06/27/2025 Online EOD-Posted	Kelly Graham	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192185	6/27/2025	CLPKT01496 - 06/27/2025 Online EOD-Posted	Susan Stripling	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192204	6/27/2025	CLPKT01496 - 06/27/2025 Online EOD-Posted	Amegy Bank C/O Engie Insigh	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192205	6/27/2025	CLPKT01496 - 06/27/2025 Online EOD-Posted	Laura Ann Howard	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192206	6/27/2025	CLPKT01496 - 06/27/2025 Online EOD-Posted	Andrea Reyes	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192208	6/28/2025	CLPKT01499 - 06/28/2025 Online EOD-Posted	Andrew Brooks	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192209	6/28/2025	CLPKT01499 - 06/28/2025 Online EOD-Posted	Reed Silverman	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192210	6/28/2025	CLPKT01499 - 06/28/2025 Online EOD-Posted	Jozua Ras	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192211	6/28/2025	CLPKT01499 - 06/28/2025 Online EOD-Posted	Jennifer Cecil	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192212	6/29/2025	CLPKT01500 - 06/29/2025 Online EOD-Posted	Patricia Easley	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192213	6/29/2025	CLPKT01500 - 06/29/2025 Online EOD-Posted	Jordan Reddell	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192214	6/30/2025	CLPKT01501 - 06/30/2025 Online EOD-Posted	Greg & Robin Mitchell	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192225	6/30/2025	CLPKT01501 - 06/30/2025 Online EOD-Posted	Nancy Pate	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192228	6/30/2025	CLPKT01501 - 06/30/2025 Online EOD-Posted	Cheryl L Wold	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192235	6/30/2025	CLPKT01501 - 06/30/2025 Online EOD-Posted	Jennifer Driscoll	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192238	6/30/2025	CLPKT01501 - 06/30/2025 Online EOD-Posted	Blackwell Properties LLC	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192245	6/30/2025	CLPKT01501 - 06/30/2025 Online EOD-Posted	Kaleb Allums	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50

Product Code		Product Code Description			
R00192246	6/30/2025	CLPKT01501 - 06/30/2025 Online EOD-Posted	Dillon Blackwell	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	
R00192248	6/30/2025	CLPKT01501 - 06/30/2025 Online EOD-Posted	Leslie Holts	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192249	6/30/2025	CLPKT01501 - 06/30/2025 Online EOD-Posted	Alvin Brian Dewbre	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192258	6/30/2025	CLPKT01501 - 06/30/2025 Online EOD-Posted	Mary Pair	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192259	6/30/2025	CLPKT01501 - 06/30/2025 Online EOD-Posted	Carolyn Taylor	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192260	6/30/2025	CLPKT01501 - 06/30/2025 Online EOD-Posted	Jeremy Eisenman	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
R00192261	6/30/2025	CLPKT01501 - 06/30/2025 Online EOD-Posted	Jordan Selleck	300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue	-2.50
				20 Subtotal:	-1,010.00

22 **Vendor/Beverage Permits**

Receipt Number	Date	EOD Packet Number	Payor Name	Distribution GL Account Number	Distribution Amount
R00191792	6/12/2025	CLPKT01471 - 06/12/2025 EOD-Posted		100-00-42110-0000000 - Vendor/Beverage Permits	-75.00
R00191828	6/13/2025	CLPKT01473 - 06/13/2025 EOD-Posted		100-00-42110-0000000 - Vendor/Beverage Permits	-100.00
R00191829	6/13/2025	CLPKT01473 - 06/13/2025 EOD-Posted		100-00-42110-0000000 - Vendor/Beverage Permits	-100.00
R00191830	6/13/2025	CLPKT01473 - 06/13/2025 EOD-Posted		100-00-42110-0000000 - Vendor/Beverage Permits	-100.00
R00191831	6/13/2025	CLPKT01473 - 06/13/2025 EOD-Posted		100-00-42110-0000000 - Vendor/Beverage Permits	-100.00
R00191832	6/13/2025	CLPKT01473 - 06/13/2025 EOD-Posted		100-00-42110-0000000 - Vendor/Beverage Permits	-100.00
R00191833	6/13/2025	CLPKT01473 - 06/13/2025 EOD-Posted		100-00-42110-0000000 - Vendor/Beverage Permits	-100.00
R00191834	6/13/2025	CLPKT01473 - 06/13/2025 EOD-Posted		100-00-42110-0000000 - Vendor/Beverage Permits	-100.00
R00191835	6/13/2025	CLPKT01473 - 06/13/2025 EOD-Posted		100-00-42110-0000000 - Vendor/Beverage Permits	-100.00
R00191836	6/13/2025	CLPKT01473 - 06/13/2025 EOD-Posted		100-00-42110-0000000 - Vendor/Beverage Permits	-100.00
R00191837	6/13/2025	CLPKT01473 - 06/13/2025 EOD-Posted		100-00-42110-0000000 - Vendor/Beverage Permits	-100.00
R00191838	6/13/2025	CLPKT01473 - 06/13/2025 EOD-Posted		100-00-42110-0000000 - Vendor/Beverage Permits	-100.00
R00191839	6/13/2025	CLPKT01473 - 06/13/2025 EOD-Posted		100-00-42110-0000000 - Vendor/Beverage Permits	-100.00
R00191840	6/13/2025	CLPKT01473 - 06/13/2025 EOD-Posted		100-00-42110-0000000 - Vendor/Beverage Permits	-100.00
R00191841	6/13/2025	CLPKT01473 - 06/13/2025 EOD-Posted		100-00-42110-0000000 - Vendor/Beverage Permits	-100.00
				22 Subtotal:	-1,475.00

26 **Plats, Zoning, Variance**

Receipt Number	Date	EOD Packet Number	Payor Name	Distribution GL Account Number	Distribution Amount
R00192218	6/30/2025	CLPKT01502 - 06/30/2025 EOD-Posted	Kenneth Robinson	100-00-44215-0000000 - Plats, Zoning, Misc.	-245.00
				26 Subtotal:	-245.00

Product Code	Product Code Description
27	Right of Way Use Fees

Receipt Number	Date	EOD Packet Number	Payor Name	Distribution GL Account Number	Distribution Amount
R00191522	6/5/2025	CLPKT01459 - 06/05/2025 EOD-Posted		100-00-41230-0000000 - Right of Way Use Fees	-12.15
				27 Subtotal:	-12.15

Product Code	Product Code Description
35	ESCROW FEES

Receipt Number	Date	EOD Packet Number	Payor Name	Distribution GL Account Number	Distribution Amount
R00191786	6/12/2025	CLPKT01471 - 06/12/2025 EOD-Posted		100-24000-00000 - Escrow Account	-6,000.00
R00192247	6/30/2025	CLPKT01502 - 06/30/2025 EOD-Posted	SPT Montgomery LLC	100-24000-00000 - Escrow Account	-14,000.00
				35 Subtotal:	-20,000.00

Product Code	Product Code Description
40	Culverts

Receipt Number	Date	EOD Packet Number	Payor Name	Distribution GL Account Number	Distribution Amount
R00191394	6/2/2025	CLPKT01453 - 06/02/2025 EOD-Posted	Lisa Gragory	100-00-44220-0000000 - Culverts	-591.25
				40 Subtotal:	-591.25

Product Code	Product Code Description
60	Trash Tag

Receipt Number	Date	EOD Packet Number	Payor Name	Distribution GL Account Number	Distribution Amount
R00192120	6/23/2025	CLPKT01489 - 06/23/2025 EOD-Posted		300-00-45130-0000000 - Solid Waste Revenue	-28.30
				300-24330-00000 - Sales Tax Payable	-2.30
				60 Subtotal:	-30.60
				Grand Total:	-57,839.75

City of Montgomery, TX

Receipt Listing by Product Code

General Ledger Distribution Account Summary

Date Range: bolm - eolm

Distribution GL Account Number		Distribution Amount
Fund: 100		
100-00-41230-0000000 - Right of Way Use Fees		-12.15
100-00-42110-0000000 - Vendor/Beverage Permits		-1,475.00
100-00-42210-0000000 - Building Permits/MEP		-30,811.50
100-00-44210-0000000 - Sign Fees		-100.00
100-00-44215-0000000 - Plats, Zoning, Misc.		-245.00
100-00-44220-0000000 - Culverts		-591.25
100-00-44250-0000000 - Credit Card Fees		-552.25
100-00-46110-0000000 - Community Building Rental		-1,350.00
100-00-46900-0000000 - Unanticipated Income		-566.40
100-24000-00000 - Escrow Account		-20,000.00
100-24320-00000 - Community Building Rental Deposits		-1,050.00
100-24330-00000 - Sales Tax Payable		-45.60
	100 Subtotal:	-56,799.15
Fund: 300		
300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue		-1,010.00
300-00-45130-0000000 - Solid Waste Revenue		-28.30
300-24330-00000 - Sales Tax Payable		-2.30
	300 Subtotal:	-1,040.60
	Grand Total:	-57,839.75

Montgomery City Council
AGENDA REPORT

Meeting Date: August 12, 2025	**Budgeted Amount:** N/A
Department: Building Permit	**Prepared By:** Rick Hanna, CBO Building Official

Subject

Building Official Report for June 2025

Recommendation

Approval of the Building Official Report for June 2025

Discussion

Attached are the following items:

Building Permits June 2025
Building Permits Year-To-Date June 2025

Approved By

Ruby Beaven, CPM, MMC, TRMC City Secretary and Director of Administrative Services Brent Walker, City Administrator	Date: June 24, 2025

Building Permits by Permit Type Summary
City of Montgomery
06/01/2025 - 06/30/2025

Commercial Alteration	Applications	Permits Issued	# of Plan Reviews	# of Inspections
Commercial Remodel (C/O)	0	1	0	2
Subtotals:	0	1	0	2

Commercial New	Applications	Permits Issued	# of Plan Reviews	# of Inspections
New Commercial	0	0	0	87
Subtotals:	0	0	0	87

Miscellaneous	Applications	Permits Issued	# of Plan Reviews	# of Inspections
New Occupancy Permit	2	2	0	2
Subtotals:	2	2	0	2

One Stop	Applications	Permits Issued	# of Plan Reviews	# of Inspections
Electrical	18	20	0	0
Lawn Sprinkler	11	10	0	0
Mechanical	14	17	0	0
Plumbing	13	15	0	3
Signage	2	1	2	0
Subtotals:	58	63	2	3

Residential Alteration	Applications	Permits Issued	# of Plan Reviews	# of Inspections
Generator	2	4	2	20
Residential Addition	1	2	1	10
Solar Panel	0	0	0	2
Subtotals:	3	6	3	32

Residential New	Applications	Permits Issued	# of Plan Reviews	# of Inspections
Accessory Building Permit	2	0	1	1
Detached Single Family	3	7	3	217
Subtotals:	5	7	4	218

Residential One Stop	Applications	Permits Issued	# of Plan Reviews	# of Inspections
Pool / Hot Tub - Residential	1	2	1	7
Subtotals:	1	2	1	7

Totals:	69	81	10	351

Building Permits by Permit Type Summary
City of Montgomery

10/01/2024 - 06/30/2025 Year-To-Date

Commercial	Applications	Permits Issued	# of Plan Reviews	# of Inspections
Commercial Remodel	3	5	5	49
Subtotals:	3	5	5	49

Commercial New	Applications	Permits Issued	# of Plan Reviews	# of Inspections
New Commercial	4	7	4	341
Subtotals:	4	7	4	341

Commercial One Stop	Applications	Permits Issued	# of Plan Reviews	# of Inspections
Pool / Hot Tub	0	0	0	5
Subtotals:	0	0	0	5

Miscellaneous	Applications	Permits Issued	# of Plan Reviews	# of Inspections
Demolition	1	1	1	1
New Occupancy	10	10	0	13
Subtotals:	11	11	1	14

One Stop	Applications	Permits Issued	# of Plan Reviews	# of Inspections
Electrical	132	130	0	15
Lawn Sprinkler	96	95	0	2
Mechanical	97	102	0	10
Plumbing	126	127	1	18
Signage	13	12	6	10
Subtotals:	464	466	7	55

Other	Applications	Permits Issued	# of Plan Reviews	# of Inspections
Internal City Projects	1	1	1	2
Subtotals:	1	1	1	2

Residential Alteration	Applications	Permits Issued	# of Plan Reviews	# of Inspections
Generator	8	9	8	45
Residential Addition	15	15	15	58
Solar Panel	3	4	4	19
Subtotals:	26	28	27	122

Residential New	Applications	Permits Issued	# of Plan Reviews	# of Inspections
Accessory Building	5	3	4	17
Single Family	100	98	116	2047
Manufact Home Private	1	0	0	0
Mobile Home in Park	1	1	1	8
Subtotals:	107	102	121	2072

Residential 1 Stop	Applications	Permits Issued	# of Plan Reviews	# of Inspections
Pool / Hot Tub	11	13	12	114
Subtotals:	11	13	12	114

Totals:	627	633	178	2774