



# City of Montgomery City Council Regular Meeting Agenda

March 11, 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, March 11, 2025 at 6:00 PM** at the City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas.

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

## **OPENING AGENDA**

1. Call Meeting to Order.
2. Invocation.
3. 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.

## **CONSENT AGENDA**

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

- 4.** Consideration and possible action on the City Council Workshop Meeting Minutes of January 27, 2025.
- 5.** Consideration and possible action on the City Council Regular Meeting Minutes of January 28, 2025.
- 6.** Consideration and possible action authorizing the Mayor to sign the Escrow Agreement by and between the City of Montgomery, Texas and Church of Montgomery (Dev. No. 2501) for a proposed Church located within Section 3 of the Buffalo Springs Subdivision.

## **PUBLIC HEARING**

The City Council will receive comments from the public on the below listed item(s). Speakers will be limited to three (3) minutes each. Persons wishing to participate (speak) during the Public Hearing portion of the meeting must sign-in to participate prior to the meeting being called to order.

- [7.](#) Conduct a public hearing concerning a petition for voluntary annexation filed by Morning Cloud Investments.

## **REGULAR AGENDA**

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

- [8.](#) Consideration and possible action regarding the Agreement for Post-Annexation Provision for Services for Property to be Annexed into the City of Montgomery.
- [9.](#) Consideration and possible action on an Ordinance of the City of Montgomery, Texas, adopting the annexation of certain territory located in the extraterritorial jurisdiction of the City of Montgomery, Texas, to wit: being a description of a 45.744 acre (1,992,589 sq. ft.) tract of land situated in the Zacharias Landrum Survey, A-22, Montgomery County, Texas. said 45.744-acre tract being out of a called 55.389 acre tract of land conveyed to Agnes R. Stanley, Trustee, under the Stanley Family Living Trust dated February 10, 1997, as amended Montgomery County Clerk's file (M.C.C.F.) No. 2011092960 official public records of Montgomery County (O.P.R.M.C.), Texas being more particularly described by metes and bounds depicted in Exhibit "A"; Providing for incorporation of premises, amending of the official city map, and acknowledging a service plan; Requiring the filing of this ordinance with the County Clerk; Prescribing for effect on territory, granting as appropriate to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the City of Montgomery, Texas; Providing cumulative repealer, severability and savings clauses; Providing for engrossment and enrollment; and Providing an effective date.
- [10.](#) Discussion of the draft Memorandum of Understanding (MOU) from BCS Capital on the 32-acre Development.
- [11.](#) Consideration and possible action on the acceptance of FM 1097 Sanitary Sewer Improvements and authorizing the Interim City Administrator to sign the Certificate of Acceptance, Certificate for Substantial Completion, and commencement of the 1-year warranty.
- [12.](#) Consideration and possible action on Wastewater Pump and Haul Service Agreement with JDS Old Plantersville Road LLC for the Redbird Meadow Development and authorizing the Mayor to execute the agreement.
- [13.](#) Consideration and possible action regarding approving expenses for repairs to playground equipment at Cedar Brake Park.
- [14.](#) Consideration and possible action of a proposed city marketing logo and the official seal.
- [15.](#) Consideration and possible action on a Resolution of the City Council of the City of Montgomery, Texas, casting its vote to appoint directors to the Montgomery Central Appraisal District's Board of Directors.

## **DEPARTMENTAL REPORTS**

- [16.](#) January 2025 Police Dept and Code Enforcement/P&Z Admin
- [17.](#) Finance Report for January 2025.
- [18.](#) Municipal Court Report for January 2025.
- [19.](#) Public Works Report for January 2025.
- [20.](#) Utility Operations Report for January 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.

## 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 551.074 Personnel Matters for the purpose of discussion and deliberations regarding the appointment, employment, evaluation and duties of a City Administrator.

### 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 551.074 Personnel Matters for the purpose of discussion and deliberations regarding the appointment, employment, evaluation and duties of a City Administrator.

## CLOSING AGENDA

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

### 24. Adjourn.

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

I, Ruby Beaven, certify that this notice of meeting was posted on the website and bulletin board at City Hall of the City of Montgomery, Texas, a place convenient and readily accessible to the general public at all times. This notice was posted at said locations on the following date and time: **March 07, 2025 by 11:15 A.M.** and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/s/ Ruby Beaven

City Secretary

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

Date: \_\_\_\_\_ Time: \_\_\_\_\_

By: \_\_\_\_\_  
City Secretary's Office  
City of Montgomery, Texas

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

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Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> March 11, 2025	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Administration	<b>Prepared By:</b> Ruby Beaven

**Subject**

Consideration and possible action on the City Council Workshop Meeting Minutes of January 27, 2025.

**Recommendation**

Staff recommends approval of meeting minutes, as presented.

**Discussion**

Please see the accompanying minutes:  
  
Workshop Meeting Minutes of January 27, 2025

**Approved By**

City Secretary & Director of Administrative Services	Ruby Beaven	Date: 03/04/2025
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# Montgomery City Council Workshop Meeting Minutes January 27, 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 2:00 p.m. on January 27, 2025, at City Hall 101 Old Plantersville Rd., Montgomery, TX and live video\* streaming.

\* Technical difficulty – audio only for this meeting.

With Council Members present a quorum was established.

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

### 2. Pledge of Allegiance.

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

## PUBLIC FORUM

Mayor Countryman stated no one signed up to speak at the public forum. There are two individuals who will speak on the agenda item.

## WORKSHOP AGENDA

### 3. Presentation by BCS Capital on their proposed development on a 32-acre parcel of land located South of the CB Stewart Drive and Buffalo Springs Drive intersection and North of Eva Street.

Mr. Phillip Lefevre said he wanted to take the liberty of going over some of the past history of the property and of the properties in that area generally. Ms. Hillary Dumas will be here shortly and we will give you a copy of the original land plan. When we first started our activities in Montgomery we went through many meetings with City Council and we basically came up with an overall concept of what they call new urbanism, essentially zoning where you can have residential in commercial cumulative, but you cannot have commercial in residential. Residential areas are protected, but if you have a business area ideally designed, people can actually live and work in the same area and

walk to restaurants and have a walkable city. That was the original concept. The City actually hired a company to overview what they were proposing. The company came back and agreed completely with what they were proposing. We had a blank piece of paper which we designed roads and potential uses. Nothing is exact in this world, but these were potential. Essentially, this was our overall idea. It was not written in stone. You could move bubbles around, but the concept was an overall master plan. You can see Ms. Dumas is holding it up, but the difficulty of something like this is you cannot sell one piece of land just for a pad site because if you do it is like making the wrong mark on a blank piece of paper. You have ruined the whole thing. We have had to be extremely careful about how things develop and how quickly they develop. In fact, most of the businesses that are up and down SH-105 have originally come to us and we have said no, we would like to see you but not on our property because our properties need to be centrally planned and that takes very specific developers. So far the first developer was Milestone. I did not agree with everything they did, but overall in the end, the City has the final word and they approved things we would not have approved. They put in Gardener Drive which was one of our requirements and they generally held to a plan that was very similar to the one that the City approved because the City approved all these areas that we are discussing as mixed use. They approved that and as a result, have some drainage problems which is a separate discussion, but you have Kroger and you have Home Depot. When we were talking to Home Depot, we required them to do a tree study. City Council overrode that and let them knock all the trees down, but that is how things go. In the end, City Council is who decides all these things so that has worked. Then they had to be patient. Hartford came along and they did the south side of the road and they have done a good deal. They brought a little bit of a different touch from Milestone so now we are down to what we consider the two remaining properties within the City. The one we are here to discuss today is the one that Jack and James are going to do a presentation on and that is again for Council to decide and discover, but it is an integral step to the final one which is the property that is around the Rampy Pond. First of all, you cannot just sell one piece or another. You have to sell it to a developer who will do the whole thing and handle the whole thing. It also ideally needs to have what we wanted; a market street, medical building, and walking areas. Developers do not do that until you reach a certain critical mass. What is important that we see is these guys have a plan, they are qualified, and they are financially strong. It is better for them to develop the whole piece rather than just come in and buy a pad site or pad sites. That way they control how it goes and the City also is comfortable with how it goes because it can overview the overall master plan of what they do. What is integral for us is it is going to take three to four years, but once they are on the ground and running it will give the City the critical mass to bring in whether it is these same guys or different developers, but to bring in top-notch developers who will have the best land planners and designers and who will basically manage what is most important to us which is the property around Rampy Pond. Mr. Lefevre said he is here today if any questions come up, but really it is their show and he just wanted to introduce them under the context of how they worked with the City on this for over 20 years. Mayor Countryman asked for clarification, Rampy Pond is the large piece of water behind Kroger? Mr. Lefevre said yes, it is 109 acres and it has frontage on the road and frontage around the Rampy Lake. That pond is critical for the drainage. When Kroger was coming in the city engineers at the time decided to ignore a central drainage plan we had approved by both the City and the County. The plan essentially said that the Kroger tract and the tracts we are talking about had specific drainage requirements, but you could avoid detention. The Kroger deal was about to fall through until we came back to the City and said look you signed

a drainage plan that said no detention was required. The County signed off on it and it was well engineered. The problem for us was we then wanted to remind the City that this tract that these guys are buying was part of that drainage plan. It is not you guys, but the City basically ignored its obligations and did not do the drainage through the Kroger tract as they should have done. Now we have to come to plan B which is to find another way to do the drainage, otherwise 30 percent of what they are buying is useless. What we have to lock step with them is when they come up with a plan, we have to be willing to a degree, we are not obligated, but we have to be willing to try to incorporate their drainage into the drainage around the Rampy Pond.

Mr. James Todd, Director of Development with BCS Capital said they are a mixed use retail and industrial developer out of Houston focusing primarily on the Houston MSA, but have projects all around Texas. Right now they are currently looking at this site in Montgomery to be a mixed use residential and commercial development. They currently have one of these similar to this in the City of Magnolia right now off FM 149 and FM 1488. If you turn to the back of this presentation you can see this on page 15. The way they see this Montgomery tract is something very similar to this where you have a mix of junior anchor retailers and then full service restaurants mixed in with residential. This is what they are focusing on now as a company and this site specifically where they are currently looking at different site plans. On page two you can see a layout of juniors in the back including Academy, T.J. Maxx, Ross, and Home Goods with a little bit of retail mixed in on the east end. On the frontage you have quick service restaurants and full service restaurants that they are currently exploring. On page three is a zoomed in version of one of the concepts they are looking at as well as a full site plan of the entire 32 acres. Looking at this they have the optionality they are looking at seeing if they can do a hotel. They have been reviewing those studies right now on a car wash but as the tract lies today it is primarily zoned commercial. One of the things they are exploring right now is looking at changing the zoning of the northern portion of that land to accommodate more of the mixed use that Mr. LeFevre has referred to that was previously in the plans of the City of Montgomery when they looked at all that extensive land planning. Some of those examples of these multi-family projects can be seen on page nine and 10. They are trying to partner with some of the more quality multi-family developers in the Texas Market. These would be three story, fully amenitized projects, a little bit higher class than what has previously been built in the City of Montgomery today. With all of that being said, the right side of this is these tenants and then this multi-family project will generate a significant amount of sales tax and property tax for the City of Montgomery. On page five there are some rough directions over a 15 year period just to show the magnitude of what a mixed use development like this brings to a tertiary market like Montgomery. Stabilized figures for just property tax alone and total value of what they would be creating on the ground is roughly \$90 million in value at full stabilization. What that means on the sales side is that it would be roughly conservatively in a fully stabilized year \$66 million in total sales depending on what the City of Montgomery takes away. That is a huge needle mover in what you are able to do economically. There are some of the challenges that we have to face that Mr. LeFevre referred to earlier with drainage to Rampy Lake and there is a significant amount of infrastructure that they are going to have to put in to accommodate these tenants and the multi-family projects on the northern portion of the tract. They are currently exploring what all of that is going to cost and they are working through that today as they work with these tenants and see who is interested in running all of our studies. They are

looking forward to reviewing the feasibility report the City is currently preparing and they are super excited about this.

Council Member Donaldson said he would like more clarification about the drainage because Mr. LeFevre said that 30 percent of the property was useless unless we did something with the drainage. He asked if it was because the land is too low or the infrastructure was not developed properly? What caused that to come to pass? Ms. Dumas said they had two central drainage plans that had incorporated Ransom's and 30 acres and the 110 behind Kroger including Kroger. As Mr. LeFevre mentioned earlier, that was what enabled Kroger to go forward with their development without having to dedicate the five acres that they were going to for retention detention. Along the way when Kroger submitted their plans to the previous city engineering and Mr. Jack Yates was the City Administrator, we reminded them throughout the process that the central drainage plan had to take drainage from the west and it would go east through Kroger. During approval of those plans which we do not approve engineering plans, the City does, they did not allocate enough space so the storm sewer going through Kroger does not accommodate anything to the west or to the northwest. Essentially that property gets cut off from the overall drainage plan rendering that, I will not say obsolete, but it does not work anymore because Kroger does not have the capacity to take the drainage that it was supposed to take from the west and bring it through to the creek and the bridge area there. Now that 30 acres and that is part of this discussion with Jack and James and those guys, it is a stand alone piece. For all of that property now there has to be detention, you have to incorporate drainage. Unfortunately, the people that made those decisions are not here anymore, but we are left holding the bag and BCS is left holding the bag to incorporate now on-site detention and that drainage that should have gone east. Ms. Dumas said you have to do something. There are ways you can be creative and there are ways you can do it. There are potentially ways the pond could be involved. From their standpoint and their discussions with them early on was 30 acres is a stand alone because down the road they do not want to be in the same situation with the City that we are today; sitting here having agreed to a drainage plan and we are all fat and happy and BCS does their development and we are all happy. Then we go to do the 110 and rules have changed, personnel has changed, everyone says we do not remember anything about that sorry, you are on your own and now we have again lost value on the 30 acres. What they are purchasing it for is a different price than it would be had that central drainage plan been followed. We are nervous doing something with the pond and then down the road losing value on the 110 because we run into this again. Council Member Fox asked how many acres is Rumpy Pond? Ms. Dumas said approximately 15. She said when you do that there are going to be things you dig out more, but none of us today know what that land plan actually looks like. The overall goal when they did the land plan 15 almost 20 years ago was it was really bubbles that you can pick up and move around because we do not have a crystal ball and we do not know what today is going to look like. Even the land planning the City is doing for the different properties, BCS brings in a great plan and they have hotels. It is not exactly what you thought it would be, but it works for the City and it compliments everything. Obviously, we all want that to happen. It is not something that we want to stand by a land plan that was done 20 years ago. If you can make it better, we all want to make it better.

Council Member Donaldson asked if they make a correction for the 32 acre plot what are we going to do about the other 104 acres because he does not want to get into the same situation where we did a development for Kroger and we did not follow the plan

and now we are going to do something different for the 32 acres? When the other 102 acres comes to pass, are we still going to have this drainage issue or is there any way to try to cope with the drainage issues for both parties? Leslie with L Squared Engineering said she is helping out Jack and James on the 32 acres, but they are actually working on updating a drainage model with conveying the 32 acre flow, seeing what they can do and also accounting for the 110 acres as well so that that will not be an issue as their goal moving forward.

Mayor Countryman asked is this piece the highest elevation part of all of Buffalo Springs? Mr. LeFevre said the road frontage of the 110 acres on the loop is the highest point. Of the 110, about 94 acres drain into that one catchment into the pond. Everything in the 110 except for about five, six, seven, or eight acres on the corner of Buffalo Springs Drive and the loop that drains through. When we did our subdivision he believes they took a lot of that drainage into consideration there. The drainage right now is important because we are not going to sell and they are not going to buy. All those things are the loose ends, but the important thing is to come up with the final solution that incorporates that now and that correct, what happened during the Kroger period and moves us forward hopefully is recorded better by the City, no disrespect, but so they remember what they agreed to. That is essentially what is going on here. It cannot be piecemeal. You have to look at the 32 acres as one and it has to stand alone if it has to stand alone. If the 110 can help rectify the problems that were caused, but not hurt the 110, to him the 110 is four or five years away so we just need to make sure. If the overall picture works long term, works for them, and the City, he believes these two tracts will become an attraction to people. It is easy to build houses. Everywhere you look there are thousands of lots going in and houses going in. What the City to him needs to be philosophically is the place everyone says they come from Montgomery even if they do not come from Montgomery. If they want to do something they come to the City, they do not go elsewhere. What we do on this tract or they do, and what is subsequently done on the 110, those to him should become ultimately the magnet that makes the City cohesive and makes it a place where people want to come because it is convenient. They do not have to get in traffic jams, they do not have to commute. He can throw out lots of ideas for the 110, but they would love the market street. No market street unless people are coming shopping. They love some of these other things, you do not always get what you want, but you at least do the building blocks so that is possible at a future date.

Council Member Donaldson asked how soon do you need to know whether or not we can or want to approve a zoning change for that property? Mr. Todd said specifically to the zoning change of multi-family on the northern portion that would be crucial to us being able to pull off the frontage of this tract. Without that, then they are left with too much land with not an attractive use of the price for square foot they would need so it is very important to the overall development of the 32 acres.

Mayor Countryman said on this map the subject property is in two different colors. There is a green and there is a yellow. What is the differentiation? What is the green versus the yellow? It looks like there are two different zones or different pieces that will have to act differently. If she is hearing Mr. Todd correctly, the green part is going to be the multi-family. Mr. Todd said that is correct. Mayor Countryman asked what does that mean to us? Does it mean it is under the plan development (PD) directives? Mr. LeFevre said part of the difficulty is the PD has expired, but at the same time a lot of

these actions of where these roads go, where they are placed were based on the City agreeing tentatively to our land plan. If you overlay the plan we have shown you, it has always been mixed use. Where it says subject tract, the City already had as commercial. The green above would in our plan there is already approved under the PD as being mixed use. Everyone talks about a change of the zoning, but in reality most of the stuff along the loop and everything else, if you look at the land plan that we have provided you which the City did agree to, you are not really changing the zoning. You are just sticking to what the City agreed to when we had the PD. The fact that the PD has expired does not change the deals done during the PD if that makes sense. Mayor Countryman asked The City basically approved conceptually how the PD would work. Subsequent to that, our involvement in the PD is making sure people do not do something crazy. There was one developer who tried to do something crazy and we shut them down because they were going to put warehouses where warehouses should not go. Our only benefit on the PD was the ability to oversee the zoning and make people do what was in the overall picture. If you were to look at the green, most of it has been developed. What is left is frontage along Lone Star Parkway and frontage along Buffalo Springs. If you look at the plan that we provided the City and the City agreed to previously, that all technically is mixed use or was accepted as mixed use. Whether that is something you have to change, he does not know how with the PD expiring whether that suddenly said all these road are no good or whether it was that was the plan that was agreed to and that is what the City will continue to allow to be followed. That is something only Council can choose. Ms. Dumas said if you look at what the City is working on now, this green area at the top just for discussion purposes of to keep it for today, BCS what we are talking about, that triangle, realistically that is going to be commercial or an excuse anyway. No one is building houses there and no one is doing anything different. You look to the east of that and that is the new church so again, we are not putting uses next to each other that are not compatible or illogical in any way. If you were to talk to KKC they have similar mixed use. Their concepts in the ordinances they are working on for the City now incorporate mixed use and residential above retail, live where you work. Everything blends together. None of this and none of what BCS she thinks is proposing is different or really contrary to what generally we have all been working towards. The City consultants have been changing or updating your ordinances to reflect that. For BCS, what is important for them is this triangle. If you look to the northwest of the triangle, roughly it is a 6.8 anchor property that is already zoned. It is platted commercial already so you have different things that do not necessarily matter for today's topic. What BCS is talking about really still lines up with what the City has been talking about generally. They just need a concrete answer from the City in terms of aye or nay so they can move forward and make their decision one way or another. Council Member Fox asked if she was talking about the church area? Ms. Dumas said yes. This is the church right here and they had the same discussion with the City. If you are looking at the church property, see where it says subject tract on the green and yellow that you are looking at, to the northwest there is a piece that is green and yellow and that is the church property. The church had the same discussion with the City and went through similar discussions about their zoning because they had this. Once the PD expired, that same issue applied to them. If you look at the overall master plan that was originally going to be assisted living and a hospital so the church is not actually too far off from that type of use.

Mayor Countryman said what she will say in favor of this is when Home Depot approached us and all these other big boxes out east, we did want to have a buffer

between our downtown which under this new administration we are putting back as a focal point and continuing back where we were in 2020 with the downtown plan to update our downtown to make this a desire because yes, there is going to be an automatic heartbeat where you all are here, but truly it is half a mile down the road and that is really where she calls it the crown jewel is. That is where we really want that walkability space because all the residential is here. You truly could take a golf cart and come over here and then hit our historic downtown. It does make nice for that workplace, live vision that we have talked about before and it is not far off. She does know they have talked about multi-family and there is probably going to be more discussions about what that looks like. Drainage is a hot topic, but definitely in today's world and for the City it is a hot topic. She does not think this Council would have the desire to make you go neck deep into drainage, but also at the same time, we want to make sure that you are taken care of as well as the neighboring properties and it is done correctly.

Mayor Countryman inquired you do not have a 100 percent anchor store yet or are you close, or you have an idea? Mr. Todd said as of right now Academy is super interested. This week is a pretty big deal in the retail world. There is ICS up in Dallas so there will be discussions there with them later this week. As for the other smaller anchors, no, not at this moment, but Academy is super serious about it and are starting to talk about the economics of the deal.

Council Member Fox said she was going to ask about the hotel. What are your thoughts about the hotel? Mr. Todd said right now that is all conceptual. Council Member Fox asked if it is Motel 6? Mr. Todd said it would not be Motel 6. Mr. Todd said he is trying to think quality parallels. Something like a Hampton Inn or that level of quality. Council Member Fox said Home Suites. Mr. Todd said Home Suites would probably be a touch below, but yes. He does not want to get tied to one thing as this is all conceptual still. Mayor Countryman said she believes KKC on their map have a hotel on Rumpy Pond conceptually.

Council Member Donaldson asked if the conceptual idea is that this part of the 32 acre tract we want to keep commercial and the most northern part is going to be residential? Mr. Todd said exactly. At a minimum it would probably need to be 14 acres of multi-family to the north, but it will probably end up being just based on the depths closer to somewhere in the 14 to 17 acre range.

Mayor Countryman asked if I heard you correctly, you are willing to if necessary put in a detention pond and have that work as a feature? Mr. Todd said everything at that front is a function of cost and depending on how much land we lose versus how much that infrastructure costs. There is a world where maybe putting three acres of detention is actually more cost effective than draining under Buffalo Springs. At this point, we have no clue on cost so we will have to keep evaluating. There is a world where we still develop this tract with a little bit of detention, but it becomes probably increasingly harder if he had to guess.

Mayor Countryman said the discussion today is just to get the temperature if we are interested in moving forward if we like the idea. We are not voting on anything. Mr. Todd said absolutely. This is more of a we want to get familiar with you all and work together. We do not want to put a band-aid on a situation with the drainage and potentially bastardize another tract further down. That does not do anything for anyone.

With those tracts success, then most people will shop our retail. It is all about synergy. The other part of that is making sure that you are all aware that if we are to do this overall development that multi-family will have to be a portion of it. We are not saying that we are going to build anything similar to what you have seen and disapproved of recently. This would be a higher quality multi-family project that complements our retail well.

Council Member Donaldson said so far if they need an indication he does not have any problems with it. Council Member Fox said she does not either. It sounds like it is going to be a great project. Just make sure it is close to what Mr. LeFevre envisions.

**COUNCIL INQUIRY**

No Council inquiry for this meeting.

**CLOSING AGENDA**

**4. Adjourn.**

**Motion:** Council Member Fox made a motion to adjourn the Workshop Meeting of the City of Montgomery at 2:39 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

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> March 11, 2025	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Administration	<b>Prepared By:</b> Ruby Beaven

**Subject**

Consideration and possible action on the City Council Regular Meeting Minutes of January 28, 2025.

**Recommendation**

Staff recommends approval of meeting minutes, as presented.

**Discussion**

Please see the accompanying minutes:

Regular Meeting Minutes of January 28, 2025

**Approved By**

City Secretary &  
Director of Administrative Services

Ruby Beaven

Date: 03/04/2025



**City Council  
Regular Meeting Minutes  
January 28, 2025**

The City Council Regular Meeting of the City of Montgomery was called to order by Mayor Countryman at 6:01 p.m. on January 28, 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	Casey Olson
	Council Member Place 1	Carol Langley
	Council Member Place 4	Cheryl Fox
	Council Member Place 5	Stan Donaldson

**OPENING AGENDA**

**1. Call Meeting to Order.**

**2. Invocation.**

Council Member Donaldson gave the invocation.

**3. Pledges of Allegiance.**

Mayor Countryman led the pledges of allegiance.

**PUBLIC FORUM**

Council Member Fox, 821 Stewart Street, Montgomery, Texas stated there is a piece of property for sale on FM 149 and the corner of Caroline Street. It sits adjacent to the law office which is a historical place in town. She is asking and hopefully everyone will be on board about Economic Development buying that piece of property because we have a plan that is going to hopefully revitalize and restore downtown Montgomery. Without that piece of property she does not see how a lot of things could be done to that property commercially and she does not see anyone residentially doing anything, but she feels they should not lose control of that one piece of property.

**CONSENT AGENDA**

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

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

Mayor Pro-Tem Olson said he would like to clarify item number six is the Antique Festival and wishes that would have been in the agenda item. He said it is our annual Antique Festival that we are partnering up with a local citizen with for everyone's information.

**Motion:** Council Member Fox made a motion to accept the consent agenda items #4, #5, #6 as presented. Mayor Pro-Tem Olson seconded the motion. Motion carried with all present voting in favor.

### **REGULAR AGENDA**

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

Chief Solomon, Interim City Administrator said Ms. Duckett, Court Administrator is out sick. She wanted to bring before Council possible action. The prior judge moved to California and she wanted to bring two judges tonight. An Associate Judge and Appointed Judge. The Appointed Judge is Robert Rosenquist who has been with us before. The Associate Judge will be Jeremy Finch. Both Judges credentials are in the packet and both are here tonight if you would like to ask any questions.

Judge Robert Rosenquist stated he has either been the prosecutor or judge here for 15 years in different capacities. He made a career change two years ago and had to resign from all his municipal court benches because he assumed a higher level bench. He did that for a period of time. He has also been appointed for the City of Magnolia and the City of Shenandoah. Ms. Duckett asked him to reach out and take over this position he gave up to Judge Chad Pease two years ago when he left. He said he would be honored to come back and take up the role again. He believes most of you recognize his name. He has know Mr. Finch for about 15 years as well. As far as having a backup judge, he knows there are some budget considerations for that. Because he is appointed in at least three different cities right now, if there is ever an education year the City has to pay for you would only ever have to pay for one of us because he can always have one of his other cities roll it in. He can always move that around and allocate it so there is no extra cost to the City at all, even on the education side for appointing an alternate judge.

Mayor Pro-Tem Olson asked if this will be the first time for Mr. Finch acting as a judge? Mr. Finch said that is correct.

**Motion:** Council Member Fox made a motion to appoint Robert Rosenquist as Municipal Court Judge and Jeremy Finch as Associate Municipal Court Judge. Council Member Donaldson seconded the motion. Motion carried with all present voting in favor.

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

City Attorney Petrov said when Council approved the development agreement it included provisions for organizing a Public Improvement District (PID) for the development. This will be the first step of that. All you are doing today is setting the hearing which will be in a couple of weeks in February.

Mayor Pro-Tem Olson said the names of these developments change all the time so this one is the one right over here. City Engineer Roznovsky said correct. This is now the Montgomery Crossing development which is right here along the railroad track between Old Plantersville and Old Dobbins.

Mayor Countryman asked City Attorney Petrov if he has experience in PIDs because the City has never had a residential PID before and thinks you may have thought we had a few, but we have never had any so this is new to them. She wants to make sure because it is new to them, it is not new to you. City Attorney Petrov said he can provide all the information you would like on how the PIDs operate. It will be essentially the same as commercial PIDs.

Council Member Fox said in all these criteria things they are talking about, the acquisition and installation of pieces of art, etc. how do we really know how that plays out? They have had something that was presented to them some time ago, but nothing like that. Also, when it goes to a public hearing what does that really mean? The public can be for it or against it? What does that really mean to the City? City Attorney Petrov said the public can be against it or for it. We have the opportunity to present more information about what it would really mean to the City in terms of how it would operate, what the proposed assessments would be, how they would function, what impact that might have on the residents who live there, or the City. Council Member Fox asked during the public hearing if there is opposition how is that resolved? City Attorney Petrov said there may be certain aspects of the formation that you want to establish that could be affected one way or the other by whatever opposition there might be. There might be some conditions. Mayor Pro-Tem Olson asked how much time do we need for staff and everyone to get it publicized and have all the information for the public hearing? Is there a time limit? 30 days? Two weeks? Council Member Donaldson said there is no date on this agenda. City Secretary Beaven said February 25, 2025. Mayor Pro-Tem Olson said he is a little confused because this agenda item is to call for a public hearing so that means we have not set a date for it yet. City Attorney Petrov said that is what this does. It sets the date. City Secretary Beaven said by accepting the resolution. Mayor Pro-Tem Olson said there is no date on here and that is why he is trying to understand what is going on. Mayor Countryman said it is on the second page. February 25<sup>th</sup> at 6:00 p.m. at City Hall.

City Secretary Beaven said for the record this is proposed resolution 2025-04.

**Motion:** Mayor Pro-Tem Olson made a motion to approve Resolution 2025-04, accepting a Petition for and Calling for a Public Hearing on the Creation of the Crossing at Montgomery Public Improvement District within the City of Montgomery, Texas pursuant to Chapter 372 Texas Local Government Code and Authorizing the Mailing and Publication of Notice of the Public Hearing. Council Member Donaldson seconded the motion. Motion carried with all present voting in favor.

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

City Engineer Roznovsky said this item is regarding Hills of Town Creek Section 5. On December 17, 2024 we did a final inspection. On page 51 in the packet you will see a copy of that followed by on page 52 of the actual punch list identified at that inspection. There are a handful of items we identified as monitor to look at the one year warranty. They were not to be addressed, but just pre-putting on the notice that we are going to be looking at these which includes things like the sidewalks. Home builders do not want the sidewalks in front because while building the homes they are going to break them so they have to have them in by one year as they are building the houses. Things like checking on some minor cracking that had developed and see if it is normal cracking or if there is additional work that needs to be done at the one year so that is listed. Our recommendation is to accept it into the one-year warranty period which would end on December 17, 2025. Just as a reminder, this project has been platted and was approved at a previous Council meeting. This process going forward is about 30 days out from the December 17<sup>th</sup> date. We will have a reinspection with the same engineer, developer, and the contractor and generate a new punch list and then come back to Council to officially end the warranty period at that time. Mayor Countryman asked City Engineer Roznovsky are you saying there are cracks in the road? City Engineer Roznovsky said there are monitoring hairline cracks near the inlets, there are monitoring curbs, and remove and place as needed. Most of them were issues around the curbing. The reason we say wait until the one year is because they are going to get damaged during construction of the homes. Let us just catch it all at one time and at the one-year warranty get all those curbs addressed at the same time that are not done by the home builders. Mayor Pro-Tem Olson asked City Engineer Roznovsky if he can touch on the sidewalks one more time because of the way it is written in here. He understands we wait to pour the concrete for the sidewalks because they are going to break them up, but if we wait until the end, they pour, and then our one-year warranty is up, do we get an extra one year for anything they do not have done because they just pour some junk and leave it in all cracks and it is on us? City Engineer Roznovsky said he does not have a good answer, but the typical way it has been handled with other developments is the sidewalks go in with the homes. There is not a separate one-year warranty for each kind of home sidewalk that goes in. It is all caught at that time and there is an additional timeline, but that is something he will have to get with the City Attorney on to see the best way to address that regarding the sidewalk component. If you want regarding the sidewalks specifically in that concern except with that caveat of bringing that clarification back to the next Council meeting for how that happens. What this will allow them to do is continue with pulling building permits because they are not allowed to get building permits until,

however they do need to get that clarified and back to Council at the next one or two meetings.

**Motion:** Mayor Pro-Tem Olson made a motion to accept infrastructure and entering into the one-year warranty period with the exception of item number 23 concerning sidewalks and authorize the Interim City Administrator to sign the Certificate of Acceptance with Hills of Town Creek Section 5. Council Member Langley seconded the motion. Motion carried with all present voting in favor.

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

City Engineer Roznovsky said there is an existing access road that goes from Worsham to the water plant number two site that goes through the Huss' property. It was found out that the road and the actual road in the easement were not in alignment. This is just covering that up. You will see in the exhibit it is a sliver 10-foot wide triangle server on page 71 of your packets. This gets the entirety of the access easement actually in the easement so there is a legal right to it. This has been reviewed by the property owners and they have offered no objections. A signed copy is in your packet.

**Motion:** Mayor Pro-Tem Olson made a motion to accept the execution of a variable width access easement for Water Plant No. 2 and authorize the Mayor to sign the agreement. Council Member Fox seconded the motion. Motion carried with all present voting in favor.

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

City Engineer Roznovsky said Red Bird Meadows development is installing a 12-inch waterline that goes along Old Plantersville and Old Dobbins-Plantersville, connects over by the Methodist Church and then over by Womac Cemetery. Part of that is they have to cross the railroad. Council has previously approved this agreement, however due to time it needs to be reupped. There are four changes that are in the disagreement that is in front of you from what you have seen previously. One is the permit fees have been increased, however, the City already paid those back in November 2024 so therefore, the payment that was received counts toward it. The contact information for BNSF from their scheduling agent and for their permitting person has been updated in the agreement and then there were additional provisions on the required slope of the drilling assembly itself. This was going in horizontally for the waterline. It does not change the plans or the cost to it. He recommends approval of this agreement and updating the project as a whole. They have completed the majority of the work minus this crossing and they will get that completed and get it wrapped up. Mayor Pro-Tem Olson asked who is putting in the waterline? Bull-G is the contractor and it is a contractor working for the City, but it is funded by Red Bird Meadows development. Mayor Pro-Tem Olson asked if we will get a borescope camera view when they are done boring? City Engineer Roznovsky said he will take a look at the exact terms of the agreement. He does not recall. Mayor Pro-Tem Olson

asked if that is something we talked about when we have borers now what we want to see when they get done and what they bored through? City Engineer Roznovsky said this one they will put in a steel casing first and then the waterline will go in after so we will not have to. The issue of boring with the directional drilling is not the same in this case versus where dry utilities are going in that cause damage. It is on a waterline. It will pop up. Mayor Pro-Tem Olson said yes that will, but what they bored through we will not know. City Engineer Roznovsky said correct. Mayor Pro-Tem Olson said the places they cross other lines are going to show us that. City Engineer Roznovsky said as they are crossing, both the BNSF inspector and our inspector will be on site so if there is any damage hit on a dry utility it will be noticed right away and they have to do one locates.

**Motion:** Mayor Pro-Tem Olson made a motion to approve the BNSF Railway Pipeline license agreement Old Plantersville Rd. 12" waterline extension project and authorize the Mayor to sign the agreement. Council Member Langley seconded the motion. Motion carried with all present voting in favor.

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

City Engineer Roznovsky said this is for the Taylor Morrison development, which is also known as Lone Star Ridge, on Lone Star Parkway. Part of the feasibility and part of how they are paying water and sewer services off of Buffalo Springs requires a utility easement. The developer found early on in their design there was an easement there, but it was a private easement, it was not a public easement for the City use. They were required to obtain a public easement for the location of the public utilities which would include a waterline. They will have a waterline that connects to Buffalo Springs, routes through the development, and connects to Lone Star Parkway, as well as their sewer line will head out that easement down to lift station 10. This is just the actual easement itself between the City and the current property owner which is the Shadow Creek Estates Ltd. Shadow Creek has reviewed and signed it as well as the lien holder. We would recommend the City to do the same. Page 103 of your packet shows that location. This is on the back side of the homes.

**Motion:** Mayor Pro-Tem Olson made a motion to accept authorize a utility easement with Shadow Creek Estates, LTD to allow for access for City of Montgomery infrastructure. Council Member Langley seconded the motion. Motion carried with all present voting in favor.

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

City Engineer Roznovsky said if you remember you solicited qualifications and Halff was selected. The process was essentially put on hold while we were waiting on the permit because we did not want to get design going with a permit flux. We now have the draft

permit in hand and the final permit is on the way. It will still be a little while before we get it. We now have the Halff proposal and we talked about this also at the budget workshop last week. Their proposal is they have basic design services around \$675,000 and additional services for a total of \$757,000 which is cumulative and not by themselves. This includes things such as survey, geotech analysis, some corrosion control, etc. In the contract there is also an hourly services line for construction support throughout the bidding submittal process. One other item to note in the supplemental services is they have a line item for a grant support, helping with identifying. One of the reasons that Halff was selected is they have an in house funding specialist and so there is a line item in there for their involvement to help identify and go after funding for the project. The total contract amount is \$831,200 for all of those services including construction. The timeline of this is their design and approvals expect to take 330 days from those to proceed and then the construction will be thereafter. Your City Attorney Petrov has reviewed this agreement. Obviously Halff has prepared the agreement and we all find it to be in order. We have Pam and Ryan Londeen who you all know representing Halff if you have any specific questions for them.

Mayor Pro-Tem Olson asked what was our original budget on this? City Engineer Roznovsky said the original design budget was \$600,000. Mayor Pro-Tem Olson said that is what he thought. We are quite a ways over our original design budget. City Engineer Roznovsky said design is up to \$674,000 from the \$600,000 originally just based on scope and time since that \$600,00 was two or so years ago. Council Member Fox asked how long ago? City Engineer Roznovsky said when they originally did the certificate of obligation (co) he thinks that budget was around two years ago. We reviewed the numbers and we feel that based on the scope of the project that is in line. There was a bunch of negotiation back and forth between staff and Halff. Mayor Pro-Tem Olson said the original design was over quite a bit. Mayor Pro-Tem Olson asked what about construction? City Engineer Roznovsky said the hourly construction services was not in that \$600,000, but is part of the contract that will not get started until we get to that point. That was in the overall construction budget of the project, not in the design, but we do need their services for that so it is in there. Mayor Countryman asked just for clarity this is the one off of FM 149 on the west side? City Engineer Roznovsky said yes. The scope of this project is replacing the decommissioned wastewater plant on FM 149 just south of Town Creek across from the propane tanks. Mayor Countryman said which will be needed for sure. City Engineer Roznovsky said correct. This will replace it to a 300,000 gallon a day plant. Your permit is for up to 600,000. So this will be the first phase their design will lay out for future improvements. So when you do the next phase of the project, to go up to its ultimate capacity, it will be as seamless as possible. Mayor Pro-Tem Olson said so we will have the design already done. He asked when is this going to start? Mayor Countryman said it should be ready almost by Christmas.

**Motion:** Mayor Pro-Tem Olson made a motion to accept the engineer's recommendation of Halff Associates to complete the design services related to the Town Creek Wastewater Treatment Plant project and authorize the Mayor to sign the agreement. Council Member Langley seconded the motion.

Discussion: Mayor Pro-Tem Olson said he has a big request. You are going to have to find some funding because we are over budget, so please find us some funding.

Motion carried with all present voting in favor.

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

City Engineer Roznovsky said the developer reached out to them today and said they are not ready for the final plat. They do not have their performance bond in place and so they requested it be pulled. They did not commit that it will be ready at the next meeting so he would just say a future day when the developer requests it. This is not a City driven request to pull this, it was a developer driven request to pull. City Secretary Beaven said we could just pull it or take no action instead of tabling it because technically tabling would need to come back. Either assign a date or bring it back at the next meeting. Mayor Countryman said we will then take no action on item #14.

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

**Motion:** Council Member Donaldson made a motion to table item #15 until 02/11/2025.

Council Member Donaldson said he wants to table item #15 until February 11<sup>th</sup> at the next Council meeting. Mayor Pro-Tem Olson asked what is the reasoning? Council Member Donaldson said he is just not settled about everything that is going on. We had a workshop yesterday and two of the Council members were absent. Mayor Pro-Tem Olson said it was a 2:00 p.m. meeting and they have day jobs. Council Member Donaldson said he knows. He is just saying you missed what was going on. He just got the feasibility study four hours ago and he wants more time to look at it. City Engineer Roznovsky said if you like he can run through the study and then you could decide on the action. At least he can provide the contents of it. Then if you decide to carry it over to the next meeting for acceptance he can answer questions. Mayor Countryman said she actually thinks that is fair if you would do that for those that were not able to make the meeting yesterday. City Engineer Roznovsky said this one has been on a quicker timeline than normal. He said he will go through it if it is okay with everyone. Council Member Donaldson said that is fine.

City Engineer Roznovsky said as Council Member Donaldson was saying, yesterday there was a presentation by the developer on this project. It went over the general scope of the project and the potential alternatives that they are looking at. One thing that he did was put a caveat on the study and also what he said in his email to you all earlier today when he sent this out was there is a lot to be determined with this project in terms of is there a hotel, is the multi-family component a sure thing, the retail component? The actual makeup of this is still to be determined. We went off the information we received for this study. He will go through it and point out some of the items to consider and then definitely think of questions and we can go from there because he thinks that especially with the development of this scale that touches Buffalo Springs and C.B. Stewart, and SH-105, this development

agreement if it gets to that point definitely has a lot of moving pieces to it that need to be considered before anything.

City Engineer Roznovsky said he will start on page three of the executive summary and hit the highlights, go through a handful of the items, and then divert your attention back to the exhibits in the back which is really what he wants to talk from. This project is in the City and there is no annexation required for this tract. You can see where this property is on exhibit A in the back of your packet. As far as water and sewer capacity, as we have been talking about you are getting tight, but you do have plans in place. In regard to the water plant capacity, the last Council meeting authorized the booster pump edition which takes your flow capacity from roughly 58,000 gallons a day to 730,000 gallons a day. You have also solicited RFQ's for the water plant number four. The design project they have received and plan to bring that back to you at the next meeting to move forward with that process to get water plant four designed to meet the ultimate need of these ongoing developments within the City. The wastewater treatment plant project we have talked about so obviously with the project you just authorized on the last agenda item that goes a long way to get your capacity needs. Based on the projected timing of this development and other developments, we are still right in line with it as long as things stay on schedule to get the capacity in, but he would say again, based on projected timing, that next phase after this project is going to be quickly on the heels based on the timing of all the developments within the City.

City Engineer Roznovsky said at the bottom half of the page you will see cost of potential projects for the development. One thing he wants to note is they looked at all the different types of improvements and what they touch. He thinks there is definitely room to discuss the final scope as part of how they phase their development, what the final land plan turns out to be, if it includes as many multi-family units, it has to all be discussed as part of the development agreement. Some of the items they identified were roadway improvements to both Buffalo Springs and C.B. Stewart. Both of those roads are in rough shape and as you did for the Home Depot project and extending concrete, extending that further if you look at exhibit B in the back of your packets you will see those general scopes of what those are shown. This also brings up a lot of the master plans the City has looked at and put together. Between the different alternatives is intersection improvements at C.B. Stewart and Buffalo Springs. There has been the roundabout concept. There is a lot of development that is happening on this corner. Part of the discussion that ultimately needs to be had is what should be done with that. The land utilities is a bit more straightforward. If you are looking at exhibit C they would extend water and sewer across the frontage of SH-105 as well as at Buffalo Springs Drive. The cost in here assumes they extend it all the way down Buffalo Springs to Lone Star Parkway because ultimately that is what is going to get the most benefit is by making that connection to get the flow. Instead of right now water coming from water plant number three all the way around Lone Star Parkway to get to the tract, making that connection would be highly beneficial to close that additional loop. It is something that should be considered as part of the development agreement with the City. Overall, there is a lot. You are looking at \$3.5 million of improvements if you did all of those scopes of work. If you just did the improvements immediately adjacent to the property it is \$2.8 million. There is a lot of variation in that on what the final scope of the improvements become.

City Engineer Roznovsky said on page four of the study this is all based on information provided by the developer. At full build out they are estimating between \$90 million to \$97 million. Assessed value based on your current tax rate and a 95 percent collection rate you would be looking at approximately \$360,000 a year in additional ad valorem tax to the City at full build out based on what was provided.

Moving onto page five he has covered a lot of the items, but how this study was based on was based off the one multi-family reserve of about 17 acres and the remainder parcel being a retention pond and commercial. Again, if the hotel concept that was discussed yesterday goes forward that will change the usages and demands. He would not say it would change the linear improvements because most of those are sized. The 12 inch line is plenty, but the scope and turn lanes, etc. that would be required would obviously be dictated by their final land plan. One other important thing to note and we talked about this last night was the zoning of the property. When you look at exhibit B in your packets the northernmost portion of the property is in the plan development district and the remainder is within zone B commercial. Based on their land plan they have multi-family that would extend in the plan development as well as into the commercial, so a rezoning would be required in order for that to be allowed within that zone. Additionally, one thing that your attorney is working on is the architectural control which also has over purview over land use. Within the plan development (PD) is believed to be by the Buffalo Springs Architectural Control Committee is who that right passed down to after the agreement expired. Your attorney is working on a memo for that so we have that in writing. That is with the land use within the PD zone.

On page eight regarding drainage, your attorney is working on a memo concerning the stance on drainage for this tract. To bring it all back around, in the development agreement with Mr. LeFevre back in 2004 it tied them into certain drainage provisions and a drainage study at that time. Your attorney is writing this up so we have an official memo from the attorney on the stance of that. It is believed they will have to follow the current rules and regulations of the City since that agreement has expired. Paving and traffic we have talked about, but again a big caveat being the final land plan is going to determine the impact analysis and what capacity improvements are needed aside from the actual condition of the roadway.

Finally, on page nine on the impact fees you see at the bottom of the page the water impact fee of approximately \$348,000 and wastewater impact fee of \$334,000. That is based on one three-inch tap, one six-inch tap, and six two-inch taps. So based on the best available today, again, as cap size changes development changes and that number will change with it as well.

City Engineer Roznovsky said one thing they did include in here that he has not typically provided is on the very last page of your packet. You will see what is currently in your development handbook as far as the process of what comes next. He knows there have been some questions on what is the proper process for this so this is what is currently in there. They added in the box that does not look like the rest of them a development agreement so that is a newer step just to clarify. Where they are right now is at this utility and economic

feasibility study right before the development agreement. Then they go into the development agreement and annexation does not apply to this one, but zonings and variances would be the next piece of the process before they move into full design and construction. Mayor Countryman thanked City Engineer Roznovsky for this. She said it has been needed and asked for it for years. Council Member Fox said she does like this but, has this been presented to Planning and Zoning prior to coming to City Council? City Engineer Roznovsky asked the development or the process? Council Member Fox said the development. City Engineer Roznovsky said the development has not. Council Member Fox asked why? City Engineer Roznovsky said it was more of a meeting timing. They will, after this meeting, at the next Planning and Zoning meeting which is next Tuesday present this feasibility study to Planning and Zoning. The process that has been followed is they had a pre-development meeting back in December, requested the feasibility study right before the holidays, and then we got to this point. The feasibility study was not ready for the Planning and Zoning meeting in January so it will be present at the next available one. Council Member Fox said to her it seems like it would be much more logical to present to Planning and Zoning prior to presenting it to Council. City Engineer Roznovsky said that is why they wanted to present this process in here and at a separate meeting discuss modifications to this process and ways to make sure that between Planning and Zoning and Council is a workshop. In his personal opinion he felt it was helpful yesterday to hear, but just the timing being back to back makes it a little difficult to process and move on to the next piece of it, but that is something they can definitely discuss and work into the process so as development comes in, there is the opportunity for the workshop and discussion on the forefront before we get into this phase of the development.

Mayor Pro-Tem Olson said the question he has and he is going to lean to agree with Council Member Donaldson on his tabling, is this feasibility study. Unfortunately he was not able to make the meeting yesterday, but if they have not hammered down what their design is how do we make a feasibility study? It sounds like a bunch of guessing. City Engineer Roznovsky said there are a lot of assumptions made so what we ask them to provide or every developer to provide is their estimated water and sewer usage, approximate land plan, and estimated values which drive this study so that is what this is on. The 70,000 gallons a day of water and sewer demand is directly from the developer on what they think those usages will be. Mayor Pro-Tem said but if they do not have a hammered down plan they have no idea. City Engineer Roznovsky said correct. Mayor Pro-Tem Olson said this is not worth the paper it is written on. City Engineer Roznovsky said the overall concept of utility extensions and roadways he thinks those stick regardless of the final use. Mayor Pro-Tem Olson said that is what the true need of a feasibility study is. What is our water, what is our sewer? The roads are not going anywhere, they are there and we can see those, but we do not know what our capacities are and that is what the feasibility is. City Engineer Roznovsky said there still is a lot of variation. Mayor Pro-Tem Olson said it is a guess and it is a poor one at that because the do not have a plan. Ms. Hillary Dumas said keep in mind though that this letter says that this does not bind the City to anything. Moving forward with this feasibility agreement just allows them to move forward with their due diligence and their process. It does not bind the City to anything. Also, this 32 acres of land is not platted so they cannot do anything without coming through Planning and Zoning and coming back to the City for platting regardless of whether it is half an acre, 5 acres, 10

acres, a whole 30 acres. All of that has to go through the normal City, Planning and Zoning, platting, and all of City Engineer Roznovsky's review. All of that still has to happen. This is just giving them the ability to say this is what we have in mind, this is what we think we can do. They think at this stage they are going to dedicate 15 plus acres to commercial, 17 plus acres give or take to some form of multi-family. They do not know what capacity. They still have to follow all of the City's ordinances, even the new ordinances that have not been enacted yet because there is no platting in place. The City process will continue to move forward as they are moving forward with their due diligence. This is not binding you to anything. Mayor Pro-Tem Olson said he knows it does not bind us but it should give us an idea of what we can do because if they come back to us and say they are going to do all this stuff and all of a sudden now our feasibility study that we had is not worth the paper it is wrote on because we have no idea what gallons we are going to use until we finally get a plan and we should have had the plan when we started, not after the fact. That is the whole point to get a plan in advance. Council Member Langley asked what is this good for? What are they wanting? City Engineer Roznovsky said what this does is it gives them the overall picture. He said he agrees with you. There is 71 acres of multi-family, 15 acres of the remainder. This is not really unlike the Shops of Montgomery and the other shopping centers. The difference is the variation of the potential uses. Like the hotel was the first time that was thrown out yesterday which obviously is a large user, but what we do not know at this time is if that hotel is going to eat away from the number of multi-family units, is that hotel going to eat away from the commercial space and come back to say okay this study was based on 880,000 gallons a day, 70,000 gallons a day usage. Their current land plan says it is 60, okay we are within range or the current land plan says 20, well we have to do an all stop and reevaluate the timing of these facilities. Council Member Fox said on the feasibility study it is not binding the City to do anything nor is it costing the City to do the feasibility study so in her opinion there is no reason not to pass the feasibility study. City Engineer Roznovsky said he hears you are concerned with the ambiguity of what the final development looks like. For this development agreement you can spell those things out like you did for Red Bird. You said (and these are not the correct numbers) you are up to 600 homes plus or minus 10 percent. If you change that you have to come back for approval. You can structure that in here to say these are the terms of the development, these are the capacities, these are the uses that are in here. If this changes or substantially changes by this, you have to come back and negotiate. Council Member Fox said but again, the bottom line to her is the fact that it is not binding the City to anything nor is it costing the City. It is just giving them their due diligence to see what it is going to cost them and how their plans will move forward. Mayor Pro-Tem Olson said it should give us a good idea. No feasibility is going to be exact, but we have no set plan. When a developer comes to us and says he is going to build 300 homes we can figure a good estimate of what 300 homes is, but if you come to us and say I think I am going to build something, I do not know what, but do a feasibility study. We have no idea. Mayor Countryman said they may not either. They are just saying they want to pay to go look at this property to see. We know what we can do and according to your zoning let us go do some due diligence. This is what we think, but it might change. And, we are going to pay to do that. You do not have to take any of the risk. That does not hurt the City at all. Mayor Pro-Tem Olson said he would much rather have a plan in place so they have something to study versus just throw something in the wind and hope it sticks. Mayor Countryman said this is a unique situation and she

agrees, but at the same time there is no risk to the City. City Engineer Roznovsky said after this they have a better picture of ultimate costs and they will likely go back and say okay based on the cost, the land cost, etc., what is the best use and be able to more dial in their land plan and say here is what it looks like before you get to that development agreement stage where you would be actually agreeing to providing service. Ms. Dumas said one of the things they talked about yesterday in length was drainage and drainage is a big what if in this scenario. At one point there was a central drainage plan for this property that required no additional detention, retention and that included the Kroger tract. At some point when a previous engineering firm worked for the City they basically cut off our drainage. They did not size the infrastructure properly for Kroger and Home Depot to accept the drainage it was supposed to accept from the west. This feasibility study allows them to look at the overall plan and say this is what the City capacity is, this is our range, this is what we are looking at, these are the different pieces of the puzzle that we could put together and depending on that, we have to dedicate one acre, three acres, five acres to detention and that gives them the ability to tell us yes, we can do it, or no, we cannot because five acres of detention is different than three acres and either way it was a costly mistake for all of us. We need to somehow mitigate or understand what that is in real life. They have a couple of different options they are looking at but again, they have to look at the big picture and understand. This just lets them move forward in that process.

Council Member Donaldson said his motion to table still stands until February 11<sup>th</sup>. He would rather wait to see what the attorney says about the zoning and drainage. Council Member Fox asked how are they going to find out unless a feasibility study is done about the drainage? Council Member Donaldson said it is a vacant piece of property we are talking about and look at all this money they are willing to spend. We still do not have a clear indication of what they are going to do because the hotel issue came up yesterday. He said he does not know how, but it is not in the feasibility plan. It may come up that it is going to change. Just like Mayor Pro-Tem Olson said everything is going to have to be rehashed and redone. He just wants some more time to think about it. He appreciates the last page because that is what he wants to talk about in two weeks. We have a change over in personnel and we need to get under our belt how we are going to do things from this day forward. We are not going to get out of order and get ahead too fast because when we do we make mistakes. It is his understanding we need to sit down and let us think about this. Let us hear from our attorney and let us weigh all the options that we have before we go forward. He is definitely upset because it has not gone through Planning and Zoning, but that is another issue that we have to take care of. We have to decide how we want this to go from here, one place to another and this is a good starting point for us. He has never seen anything like this. He appreciates it, but we need to decide at City Council with our City employees exactly how we are going to handle City business going forward because to him we just get rushed too much in his opinion. Things come to them and you all want an immediate answer. He said he is really not willing to give an immediate answer. He counts a lot of time on the experience and the know how of his cohorts here because they have lived here longer, but he is getting to the point where he has to have more time to

digest things. He said he is not against the proposal or the development. He is just not at a point where he is comfortable saying let us do this. Mayor Countryman said they are just seeing if their idea is feasible. They cannot even give you a solid plan yet because they do not even know. They have not done their study. You have to approve this for them to go do their study to see. Then they will start nailing down what they want from here. Ms. Dumas said there is nothing yet to submit to Planning and Zoning for approval because this is still in the early stages. Mayor Countryman said this is very conceptual. City Attorney Petrov said any feasibility study is going to be based on the developers assumption of their water and wastewater needs, based on their guess of what they might develop, but if those water needs change it will go up dramatically. You can always require another feasibility study at their cost and if the City has the infrastructure to support their changed plan. Mayor Pro-Tem said that is good. They can ask for another feasibility study when we actually get a plan. This will allow them to move forward. City Engineer Roznovsky said you have all done that in the past where a feasibility study was done, the project was set, and we did an update. Mayor Pro-Tem Olson said he does not want to approve a feasibility study and say we can handle this then they come to a plan and say well your feasibility study said you could. We did not have a plan to do the study on. Ms. Dumas said she understands, but it is their risk. They are paying for the feasibility study. Mayor Pro-Tem Olson said it is their risk until we cannot supply enough water and we are drilling more wells and putting in more pumps that we cannot afford. It is our risk at the end and every taxpayer in this town if we make a bad decision. Ms. Dumas said believe me, we have been paying the tax. Mayor Pro-Tem Olson said so unless you want to pay a whole bunch more because we made a bad decision, I want to make a plan. Mayor Countryman said just to be clear, she thinks Council is gun shy because we have been misguided as of late and previously so forgive us for that. Council Member Fox said she thinks they should be commended because they are doing their due diligence to do the best property development that they can possibly do in a City. Mayor Pro-Tem Olson said he is not down on the development. He just likes a plan and wants to see a plan. Council Member Fox said that is why they are doing the feasibility study to give you one. Mayor Pro-Tem Olson said no. You use the plan to do the feasibility study then you move forward. That is how every one is ever done.

Mayor Countryman said there is a motion on the table to table it by Council Member Donaldson. Is there a second? The motion is killed. It will then continue to be open for discussion or if there is another motion to be made. Mayor Pro-Tem Olson said as long as we can ask for another one when we actually get a plan then he is fine with it.

**Motion:** Council Member Fox made a motion to accept a utility and economic feasibility study for the BCS Capital commercial and multi-family tract (Dev. No. 2415). Mayor Pro-Tem Olson seconded the motion. Motion carried with all present voting in favor.

Council Member Langley said she is not comfortable with having this without seeing a better plan. Mayor Countryman said she is confident they will see one. Council Member Langley said she just wants that in the record.

Council Member Fox asked City Engineer Roznovsky at some point will Planning and Zoning see these next set of plans prior moving forward? City Engineer Roznovsky said the following process, the next step would be a development agreement which would be between Council. As far as how that gets amended, if that is a joint workshop between Council and Planning and Zoning or if it is the request for Planning and Zoning to provide an opinion on what improvements should be included or improvements of the agreement, that is something we can definitely take advisement on and take to Planning and Zoning before. As Council Member Donaldson mentioned, revisiting the last flow chart in it instead of the way that it is listed, it goes to Planning and Zoning first, then to Council, then to feasibility study. We can definitely have that discussion. Mayor Countryman said it is a little bit difficult. A Planning and Zoning meeting once a month and then us meeting twice a month and sometimes even three times, it delays some of the developer progress as well which is not their problem, but not our problem.

## **DEPARTMENTAL REPORTS**

### **16. Police Department 2024 Annual Report & Code Enforcement 2024 Annual Report.**

Lieutenant Belmares said he would like to point out the police department applied for a grant early on in January 2024 which was approved in early December for body worn cams. The agency is also very grateful that during the CCPD program process you all supported us and the voters voted for the program. It is going to be very beneficial to the agency as well as the City as a whole. Mayor Countryman said your slackers with only 1,799 training hours. I was hoping you would get one more in for 1,800, but impressive that the average per officer is nearly 112 and a half hours of additional training. For our department that is huge for their personal growth and it is one of the golden carrots that we wave to recruiting good officers and keeping them here. She would like to point that out and commend you on that. Lieutenant Belmares said thank you very much. Mayor Countryman said also on your engagement there has been a huge uptick and community engagement taking. We are the only department in the County that engage with churches to make sure that they are safe and giving them guidance, so great job. Our community outreach she is hearing it from different facets of the community that you have the right person in that spot, Officer Bauer. He meets and greets everyone and definitely they appreciate it. Lieutenant Belmares said yes we have a great team overall. Together combined, there are many things this organization can do for the community. We also brought on the Take Me Home program that started in December. He knows they are also going to add the Rape Aggression Defense (RAD) program to offer to the citizens for this year. Mayor Countryman asked if he would give a high level of what the Take Me Home program is. She does not know that everyone has heard it. Lieutenant Belmares said the Take Me Home program is a free assistance that the police department offers to members of the community to include the ETJ. This is a program that has taken a lot of time to put together, but is to help members of the community who suffer from cognitive disorders,

Alzheimer's, autism from all spectrums, and dementia. We work with the sheriff's office. We have the family members or the guardian of the individual, we get photos and information on this person so that if they do become lost they will contact the sheriff's office and let them know they are part of the Montgomery Take Me Home program. What we do is we are able to pull up a share drive that we have with all the officers to get a photo and learn how to communicate with this person should we come in contact with them so that we can get a family member to come pick them up. The goal is as this grows here in the City that it grows countrywide so that other agencies can be a part of this. He is working with the sheriff's office to get this process going. Mayor Countryman asked so that you know what triggers the individual that is lost or how to handle them? Lieutenant Belmares said yes. If they are in crisis you know the best way to approach them. It could be a song or it could be a phrase that they could potentially talk to them about. It is very important we are able to get that information out so if this individual is actually outside of the jurisdiction and they can get the information that they are part of the Take Me Home program, we can then provide that information to the responding officer and/or agency if they are on the other side of the County. Mayor Countryman said thanks for leading the way. That is great. Thank you and we appreciate all you do.

#### **17. Public Works Reports for October, November and December 2024**

Public Works Director Muckleroy said he would like to say thank you to City Engineer Roznovsky and his team. He hit a little bit on the negotiation they did with Halff, but they did a lot of negotiation and wants you all to know that. The number started out really high, but they worked with them and got some things cut and brought the number way down for them. Mayor Countryman said thank you for fighting on our behalf. He wanted to say a little bit more about it than just what City Engineer Roznovsky said.

Council Member Donaldson said he took a trip last week from SH-105 to FM 1097 on Buffalo Springs. It happened to be before sunrise and before they concrete it he would like to know why we do not have any road stripes on? We do not have a center line and we do not have any stripes. How come we do not have at least a center line? Public Works Director Muckleroy asked on the concrete? Council Member Donaldson said on Buffalo Springs from where it is concrete all the way to FM 1097 it is just a blank road. At night for older people that may have issues with vision it could be difficult. He just wants to know why if it is possible for us to stripe it. Public Works Director Muckleroy said we can have it striped. Buffalo Springs is definitely one of the roads that is on the top of our list for a lot of work to be done. He said he will be honest and say if they stripe it right now it is not going to come out great, maybe better than nothing, but that is a heavily traveled road that we know needs a lot of work done to it. He said he will look at it and see if there is something they can do in the meantime until they get a good long-term fix for that road.

Mayor Countryman asked if it was your guys that lowered the mound of dirt that she thinks contractors left in front of the snowball stand. Public Works Director Muckleroy said yes. Mayor Countryman said thank you for that. She had several complaints and she kept trying to tell you it looked terrible. Public Works Director Muckleroy said that was the fire line tap they had to perform. Believe this or not, it depends on what time of the month you dig

on how big of a mound you end up with. They wanted to leave it and let it settle as much as they could.

Mayor Pro-Tem Olson said we had some pretty cold temperatures there for a few days last week. Has anyone checked on our vacant property on 213 Prairie? Public Works Director Muckleroy said he does not know when the last time they walked through it, but he will ask. He said he knows their foreman walks through it regularly to watch things ever since there was the water leak a couple years ago. The water is off and they keep the meter off. They turned it on for inspections a while back when we had a potential buyer on it, but we do keep it off. He will find out and get an answer on that. Mayor Pro-Tem Olson said just as long as the water is off and as long as the lines are drained. He is sure the heat is not kept on there. Public Works Director Muckleroy said they do leave the air on.

### **18. Financial Report as of December 31, 2024.**

Finance Director Carl said she does not have anything of concern in the report. She would like to point out the sales tax revenue. We have definitely had an uptick. The sales tax net payment trend for the month of October we were 40 percent over last year. The November collection was over 20 percent greater than last year and December's was 22 percent higher so we are definitely watching that trend. We are looking at the detail reports and do not see anything that is a big red flag like it does not belong to us. The entities that have been sent to the Comptroller's office we are still waiting for response from those entities to get with the field office to put a corrective plan into action. Mayor Countryman asked what is the plan of action on that? What if they do not respond to them? Finance Director Carl said she is sure there is an enforcement mechanism, but is not 100 percent sure what that is. In her conversation with HDL we said we would have a conversation about this in March that would give them a six month window to at least take action. Mayor Countryman said she went walking and noticed boxes from a retail store that has multiple locations and one being here and we are not collecting the sales tax from this location. She thought perhaps part of the problem was it was going to the "eight" headquarter location, all of the shipments and then they were being brought over here. In fact, all of these shipments had the Montgomery address on them. That would lead her to believe that it should be two sets of books or a multiple set of books and not a one set of books. Finance Director Carl said just to bring you all up to speed on this, we did report the entity to the sales tax group HDL. They reported it to the Comptroller's office. It has taken a little bit for the Comptroller's office to figure out exactly what was going on. It was not one of those easy cases where they were able to say by the way this is where you need to remit the sales tax. This is what we show as your previous reports. As a matter of fact, our one person at HDL has not seen this action from the Comptroller's office previously where the Comptroller has notified the entity that they need to work with the field office to get this corrected. It is a complex case.

Council Member Langley said on this report that says December 24<sup>th</sup>, December of 2024, this money is actually from where? Finance Director Carl said that would have been money that would have been collected at the businesses in October, remitted to the Comptroller by November 20<sup>th</sup>, and then paid to us in December. We are giving you this sales tax report for December. She is giving December reports so we are doing the sales tax collection to

align with what you are seeing in the budget for your sales tax collection at that time. Council Member Langley said on the list of the top 30, Home Depot being number nine, this was money that you think they collected in October? Finance Director Carl said they know it was. You also have to remember we have been seeing Home Depot revenue for the last 14 months. Council Member Langley said but they have not ever been that high on the list. Finance Director Carl said no, it was definitely higher. Council Member Langley said they took Jim's spot because Jim's Hardware was number nine and now Home Depot is number nine. Finance Director Carl said she anticipates we are going to see some shifting in those top 10 over the next six months. There is just a small portion of October. They opened around the 20<sup>th</sup> of October. Council Member Langley said Discount Tire was number 23. She expected them to be higher, but they have a lot of exempt people coming so they do not collect tax. Finance Director Carl said that could be. She said that is a rolling total that keeps your spot in that.

Council Member Donaldson asked on our water and sewer income is it possible to separate the two to see how much water we receive and how much sewer we receive on the report? Finance Director Carl said she thinks they can run a report based on the product code. The two are tied together unless it is irrigation, but we can run a product and she will see what can be done on that.

#### **19. Utility Operations Reports for October, November and December 2024.**

Mr. Phillip Wright, Hays Utility Services, said he wanted to point out on the very last report on the January report you do have a total there which you do not really get to see too often. It is the full annual report for 2024 for your groundwater permit with Lone Star Groundwater Conservation District. You can see what kind of capacity you have there in your permit since you got your new amendments. It is looking good there. With the full year gone by you have used 34 percent of your Jasper and 54 percent of your Catahoula. There are really no major concerns or excursions.

Mayor Countryman said she noticed on the accountability we were in the high 80's and typically we had been in the high 90's. What is the difference? Mr. Wright said when we ran those numbers the number came out in October at the lower number. Public Works Director Muckleroy noticed it right away. They found a leak. It was a leak that had probably been running for a while. They spent some time looking for it on SH-105. It ran for quite a while until they found it. They got it fixed and as you can see the accountability already started coming back up. It was found some time right after Christmas time, so hopefully in the next report it will be back in the 90's. If not, one of the other things they talked about was looking at meters so we will see if that is the case. They are already talking about doing some regular reporting on just looking at accuracy on big commercial meters, big users.

Council Member Donaldson said his question is similar to Mayor Countryman's. He thinks the difference is the fact that we have a new permit. The new permits allow us to pull more water and so the percentages should go down. When do the new permits go into effect because in October the last time we had this discussion we did not see these new permit withdrawal numbers like we do today. He was just wondering when the permits went into effect and if he knew roughly when. Mr. Wright said he thinks he mentioned that actually

at the September meeting that the new permits had already been in effect and City Engineer Vu got that squared away with Lone Star. He failed to reflect that on his report and so it was the next month or the month after that when they got it right and got the percentages corrected based upon the new permitted allowances. Council Member Donaldson said he understands that and sees in his notes where Mr. Wright talked about the new permits and he thinks that is where some of the confusion came from on the percentages. Mr. Wright said because it looked like we were going to go over or we did go over and we did, but those permits came in in time and it was not a problem so you are looking good for all the growth that is coming in the City. Council Member Donaldson asked when we get well number two back online are we going to still have these kind of usages? City Engineer Roznovsky said it is going to fall into that Jasper column, your gulf coast aquifer. He would expect you to still see around the same, you are just going to be pulling from two different wells to get to that same amount. Just to piggy back off of Mr. Wright and the permit limits, you will remember the goal is applying for new allocations and permits every three years because there is a cost and a study so balanced out you are going to be paying higher permit fees as we catch up for that three years and then do it again because that is how the math worked out.

Council Member Donaldson asked on well number two the old hole, the one it created, we plugged it right and we drilled a new one? City Engineer Roznovsky said correct. Council Member Donald said he just wanted to know because there was some talk about we were trying to fix the first hole. City Engineer Roznovsky said no, he does not know exactly if it is completed today, but they had one crew that was plugging the existing well and another crew that was drilling. Council Member Fox asked when will number two go online? City Engineer Roznovsky said this summer. He thinks the whole contract is scheduled to be done in June, but the well itself they have drilled.

## **20. Municipal Court Report for October, November and December 2024.**

Mayor Countryman said she can see a significant uptick in all of the totals so that is good.

## **21. Engineering Report for activities since October 22, 2024.**

City Engineer Roznovsky said they have not received a pay estimate on water plant number two improvements so the items that are reflected on here in those percentages are artificially low. They have actually completed drilling the well. They sent us the well log so we are going through those. As he mentioned at the budget workshop, they are in the process of redesigning the foundation to replace the foundation of the ground storage tank. All is going well and so far it has been a good contractor. Hopefully the sound issues are getting themselves resolved.

City Engineer Roznovsky said in regard to the FM 1097 sewer line project, the contractor has moved on site. He quickly found there is an issue that the existing line the surveyor picked up they had missed the manhole and actually the line was located outside of the easement on private property. We have come up with a reroute to move it all within the easement. It is about a \$9,000 change order. What it does is it also gets it further away from

the creek which is good and closer to the right-of-way. They received that today and Chief Solomon and Public Works Director Muckleroy have approved that so they are moving forward with the relocation work. They should be done within the next two weeks. It is a pretty quick project once they get going.

For sanitary sewer rehabilitation phase one they are still confirming the quantities. The contractors had multiple project managers switch out so that one has been dragging to get that complete. Sewer rehabilitation phase two. At your December Council meeting you accepted that infrastructure and since then we have received the final pay estimate so those have been sent to Finance Director Carl to process payment.

City Engineer Roznovsky said for Old Plantersville force main extension a couple pay estimates were received. We had a final inspection and are waiting on permanent vegetation. Part of the contract is obviously the seed that the contractor puts down in the fall is very different than the grass that grows in the spring so the contract requires them to come back and reseed with a Bermuda mix in the springtime to actually get full turf establishment put in. They are aware of it and it is on their list. That project is waiting for the Red Bird folks to catch up to be able to connect to it.

Old Plantersville waterline extension is what we talked about with the BNSF permit. Most of that work is complete less the bore of the railroad track and then a lot of clean up work to be done between them and the developer along that project. There were no pay estimates this month.

We talked about your TPDES permit. We did receive the draft permit and expect the final permit finally in our hands in April by the time they based on their normal processing times, but we do not expect from the draft permit to the final permit to change anything that would change the design which is why we had that item earlier today.

On the McCown downtown waterline replacement project, City Engineer Roznovsky does not have a lot of update on this. We have the workshop tomorrow between all parties, all the design teams, and groups to go over the project as a whole budget so we will get into more details at that time.

For the water plant qualifications we expect to bring that to you at your next Council meeting.

We did receive the final pay estimate on the Buffalo Springs project for the roadways. Our three, including the final for the roadways was accepted at your January 14<sup>th</sup> meeting. We are still working with Home Depot to do a final true-up on that to get those costs covered, but that is also being held up by number 12. The signal is being held up by TxDOT. TxDOT has a 30-day waiting period that ends next Friday before they will officially accept it and turn it over. Mayor Countryman asked so it has not been operating? City Engineer Roznovsky said it has been operating, but they have to complete TxDOT's punch list. It was down to minor things and they did that, then enter the TxDOT's 30-day window, and then TxDOT will officially take it over. We have brought it to you to officially accept it

and TxDOT to accept. It should be not at your next meeting, but the following meeting after that.

City Engineer Roznovsky said the next section is all of your developments that are listed. There are a lot of them and they are in different stages. I will not go into a lot of detail on those unless you have any questions specifically.

City Engineer Roznovsky said on the plat reviews all of those are listed that are ongoing. We have a couple that are outstanding. Montgomery Bend was the one that no action was taken and pushed to a future meeting. We are also still working with MISD on the athletic complex. They are obviously out there in construction, but for the final taps and then things will be done. They presented that and we are just doing some final comments to get that addressed.

For ongoing construction on page six, you will see a couple of photos of what is going on in Hills of Town Creek. All the work in Redbird is still continuing and ongoing.

On the next page at the bottom, is the Flagship Boulevard. As a reminder, we had the one-year warranty back on December 5<sup>th</sup>. The contractor is addressing punch list items on that project.

City Engineer Roznovsky said for general ongoing activities all the TxDOT coordination is continuing between the different projects. For the SH-105 improvements they are still trying to get a better timeline for TxDOT for the utility relocations. As of right now it is still tentatively left for bidding in September of 2027. For the last couple items we are updating the rate analysis that we discussed, making the changes, and working with a financial advisor to come back with some recommendations on funding mechanisms as well as with Halff specifically regarding the wastewater plant.

City Engineer Roznovsky said on the very last page of your packets you will see an updated development map that shows everything that is ongoing in the City. There are a couple changes since this has been produced. Firestone has started moving dirt on their site which is next to AutoZone. Mayor Countryman asked what is the Lone Star Cowboy Church? City Engineer Roznovsky said they were looking at a building expansion on the back side of the property. Right now there is a gravel lot on the back. They were looking to pave and provide another building. We provided comments because we were concerned about drainage and traffic. As they continue to add spaces and places for people, traffic has already been a concern and this was the first major change so we raised the concern about traffic also. It was a major change they had platted so we asked them to go through the platting process and we have not heard back in a few weeks. Council Member Donaldson asked if that building is going to be near the private road? City Engineer Roznovsky said all the work was going on by that exit.

Mayor Countryman asked if he said Reserves of Mia Lago? We have not heard from them lately? City Engineer Roznovsky said he has not. Mayor Countryman said she thought you had said they have gone silent. City Engineer Roznovsky said heard that the Village of Montgomery right here across the street is looking to move forward, but we have not had any conversation with them. Mayor Countryman said she remembers looking at this map

and there would be four white squares with what was going on and now there are 16 on here.

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

## **COUNCIL INQUIRY**

Mayor Countryman said State of the Precinct is happening January 30<sup>th</sup> from 5:30 p.m. to 7:30 p.m. at the Lone Star Convention Center given by Commissioner Walker so it would be great to show up for that.

Mayor Countryman also thanked Chief Solomon and staff for getting us a table at the Chamber Gayla this past Saturday. It was a lot of fun. Montgomery showed up and showed out and they made us feel very welcome there and recognizing us there. That was awesome.

Mayor Countryman said there have been a lot of long hours, long work days, and a lot of hard work coming out of here and we see it. She has not had a month that has gone by without a call from someone that is screaming and yelling at her and it has been awesome. Just so you know, the taxpayers see all of your hard work and see a change at City Hall. All of you, I know are not working 8:00 a.m. to 5:00 p.m. We appreciate it and just want to say thank you.

Convene into Executive Session at 6:33 p.m.

Reconvene into Open Session at 7:08 p.m.

## **EXECUTIVE SESSION**

### **22. Closed Session**

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

- A. Section 551.074 Personnel Matters – City Administrator Position**
- B. Section 551.072 Deliberations about Real Property – Potential sale of 777 Clepper**
- C. Section 551.072 Deliberations about Real Property – Potential property lease/development of 2850 Eva**

At 7:35 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 55.074 Personnel Matters – City Administrator Position, Section 551.072 Deliberations about Real Property – Potential sale of 777

Clepper, and Section 551.072 Deliberations about Real Property – Potential property lease/development of 2850 Eva.

**23. Open Session**

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

**A. Section 551.074 Personnel Matters – City Administrator Position**

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

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

At 8:09 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 from executive session.

**CLOSING AGENDA**

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

No items to consider for placement on future agendas.

**25. Adjourn.**

**Motion:** Mayor Pro-Tem Olson made a motion to adjourn the Regular Meeting of the City of Montgomery at 8:09 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**

<b>Meeting Date:</b> 03/11/2025	<b>Budgeted Amount:</b> NONE
<b>Department:</b> Administration	<b>Prepared By:</b> WGA

**Subject**

Consideration and possible action authorizing the Mayor to sign the Escrow Agreement by and between the City of Montgomery, Texas and Church of Montgomery (Dev. No. 2501) for a proposed Church located within Section 3 of the Buffalo Springs Subdivision.

**Recommendation**

Motion to approve the Escrow Agreement as presented.

**Discussion**

Issue:

A Developer is proposing a Church development on a 14- acre parcel of land located north of Clepper Drive and west of CB Stewart Drive. The location is shown in the attached development application.

Regulations:

The property is platted, and zoned Planned Development, which does allow for proposed use. 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.

Analysis & Conclusion:

The Escrow Agreement ensures that the cost of our city engineer’s review of the civil site plans 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 Secretary & Director of Administrative Services	Ruby Beaven	Date: 03.04.2025

**ESCROW AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF MONTGOMERY, TEXAS,**

**AND**

**Woodlands Methodist Church**

**Dev. No. 2501**

THE STATE OF TEXAS                    ⊃

COUNTY OF MONTGOMERY            ⊃

This Escrow Agreement is made and entered into as of the \_\_\_\_\_ day \_\_\_\_\_, 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 Woodlands Methodist Church, (hereinafter called the "Developer").

**RECITALS**

WHEREAS, the Developer desires to acquire and develop all or part of a 14-acre sometimes referred to as the Church of Montgomery Tract, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

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

**AGREEMENT**

ARTICLE I

**SERVICES REQUIRED**

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

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

ARTICLE II

**FINANCING AND SERVICES**

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

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

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

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

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

### ARTICLE III,

#### MISCELLANEOUS

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

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

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

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

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

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

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

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

If to Developer, to: Woodlands Methodist Church  
2200 Lake Woodlands Dr.  
Spring, Texas 77380

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

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

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

Section 3.08 This Escrow Agreement shall be for the sole and exclusive benefit of City

and Developer and is not for the benefit of any third party. Nothing herein shall be construed to confer standing to sue upon any party who did not otherwise have such standing.

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

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

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

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

CITY OF MONTGOMERY, TEXAS

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

ATTEST:

By: \_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Developer

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

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

STATE OF TEXAS {  
COUNTY OF MONTGOMERY {

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

THE STATE OF TEXAS {  
COUNTY OF \_\_\_\_\_ {

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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



# City of Montgomery Development Application

**Upon completion return application to [dmccorquodale@ci.montgomery.tx.us](mailto:dmccorquodale@ci.montgomery.tx.us)**

*The City of Montgomery welcomes all development projects. To expedite the Development Review Phase of your project, we are requiring that you completely fill out this Development Application in its entirety. All the information will be reviewed to allow the timely processing of any and all aspects of your project.*

## **A. GENERAL INFORMATION**

1. Name of proposed development: The Church at Montgomery
2. Name of Owner: Woodlands Methodist Church  
Mailing Address: 2200 Lake Woodlands Dr.  
City/State/Zip: Spring, Texas 77380-1119  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_
3. Name of registered Professional Land Surveyor: John D. Fisher  
Firm Name & Registration No.: Prime Texas Surveys, R.P.L.S No. 6153  
Mailing Address: 2417 North Freeway  
City/State/Zip: Houston, Texas 77009  
Telephone Number: 713-864-2400 Fax Number: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_
4. Name of registered Professional Engineer: Michael L. Montelongo  
Firm Name & Registration No.: WGA Consulting Engineers, 122084  
Mailing Address: 2500 Tanglewilde St., Ste 120  
City/State/Zip: Houston, Texas 77063  
Telephone Number: 713-489-9355 Fax Number: \_\_\_\_\_  
Cell Phone: 713-515-9552 Email: mmontelongo@wga-llp.com

## **B. DEVELOPMENT SPECIFICATIONS**

1. **General Location:** Within City Limits? If no, within Extra-Territorial Jurisdiction (ETJ)?  
Within city limits

**If located in the ETJ:**

Prior to platting of the property to be developed, annexation procedures will need to be pursued if the property or parts of the property as required by State law are within one half (1/2) mile of the corporate limits of the City of Montgomery, Texas and lying and being adjacent to and contiguous to the present corporate limits, and located within the extraterritorial jurisdiction of the City. The City of Montgomery does have Landowner Petitions for Annexation included in the Development Application.

Will Annexation be required: [ ] Yes [X] No

**2. Property Description:**

- a) Survey Name: John Corner Survey, Plat : Estates of Lake Creek Village
- b) Abstract No.: 8
- c) Total Acreage: 14.059 AC
- d) Current Zoning: PD, B
- e) Number of Lots: \_\_\_\_\_ Number of Blocks: \_\_\_\_\_ Estimated Commercial Value: \$1,225,260
- f) Number of Streets: \_\_\_\_\_ Type: \_\_\_\_\_ Public \_\_\_\_\_ Private
- g) Total Acreage in Other uses (any land within the boundaries of the plat that is not divided into lots):  
25.3597 AC
- h) Estimated Total Taxable Value: \$1,225,260 Land \_\_\_\_\_ Improvements \_\_\_\_\_
- i) Estimated Size(s) of Lots: \_\_\_\_\_
- j) Estimated Value of House and Lot: \_\_\_\_\_
- k) Water Capacity Requested: 640\* gpd Wastewater Capacity Requested: 640\* gpd

\*Based on COH Service Unit Equivalence table where  
Church Service Unit Equivalent = 0.0037 per occupant  
691 Occupants \* 0.0037 = 2.5567 SUE  
1 SU = 250 GPD  
2.5567 SU \* 250 GPD/SU = 640 GPD

**3. Certification**

This is to certify that the information concerning the proposed development is true and correct, that I am the actual owner or authorized agent for the owner of the above described property, that prior to a request for any variance to the Montgomery Code of Ordinances, I will attend a pre-development meeting with the City Administrator and City Engineer concerning said variance request, and that I will comply with all of the City of Montgomery Code of Ordinances requirements for submitting a preliminary plat/variance request for approval.

  
\_\_\_\_\_  
Signature of Owner/Agent

Feb 19<sup>th</sup> 2025  
\_\_\_\_\_  
Date

Received by: \_\_\_\_\_

\_\_\_\_\_  
Date

Please attach a metes and bounds description of the tract, land plan, conceptual plat, preliminary land plan, and location map, to the Application indicating proposed location of project and boundaries of subject tract. Applicant agrees that it shall notify the City if any of the above information (including ownership of the tract) should change during the Application process.

**For City Use Only**

Date Submitted: \_\_\_\_\_ Development Number: \_\_\_\_\_

Engineer's Recommendation: \_\_\_\_\_

Operator's Recommendation: \_\_\_\_\_

Is Annexation Required: \_\_\_\_\_

Amount of Deposit Paid: \_\_\_\_\_ Date Escrow Agreement Submitted: \_\_\_\_\_

Amount of Service Recommended: \_\_\_\_\_

Additional Capacity Required: Water \_\_\_\_\_ gpd Wastewater \_\_\_\_\_ gpd

Tap Fee \_\_\_\_\_ Plan Review Fees \_\_\_\_\_ Inspection Fees \_\_\_\_\_ Impact Fee \_\_\_\_\_

Additional Considerations: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



SCALE: 1"=60'

ADDRESS : 0 CB STEWART DRIVE  
MONTGOMERY, TEXAS 77356

INSURED : QRH MANAGMENT, LLC

TITLE CO : FIDELITY NATIONAL TITLE  
AGENCY, INC.

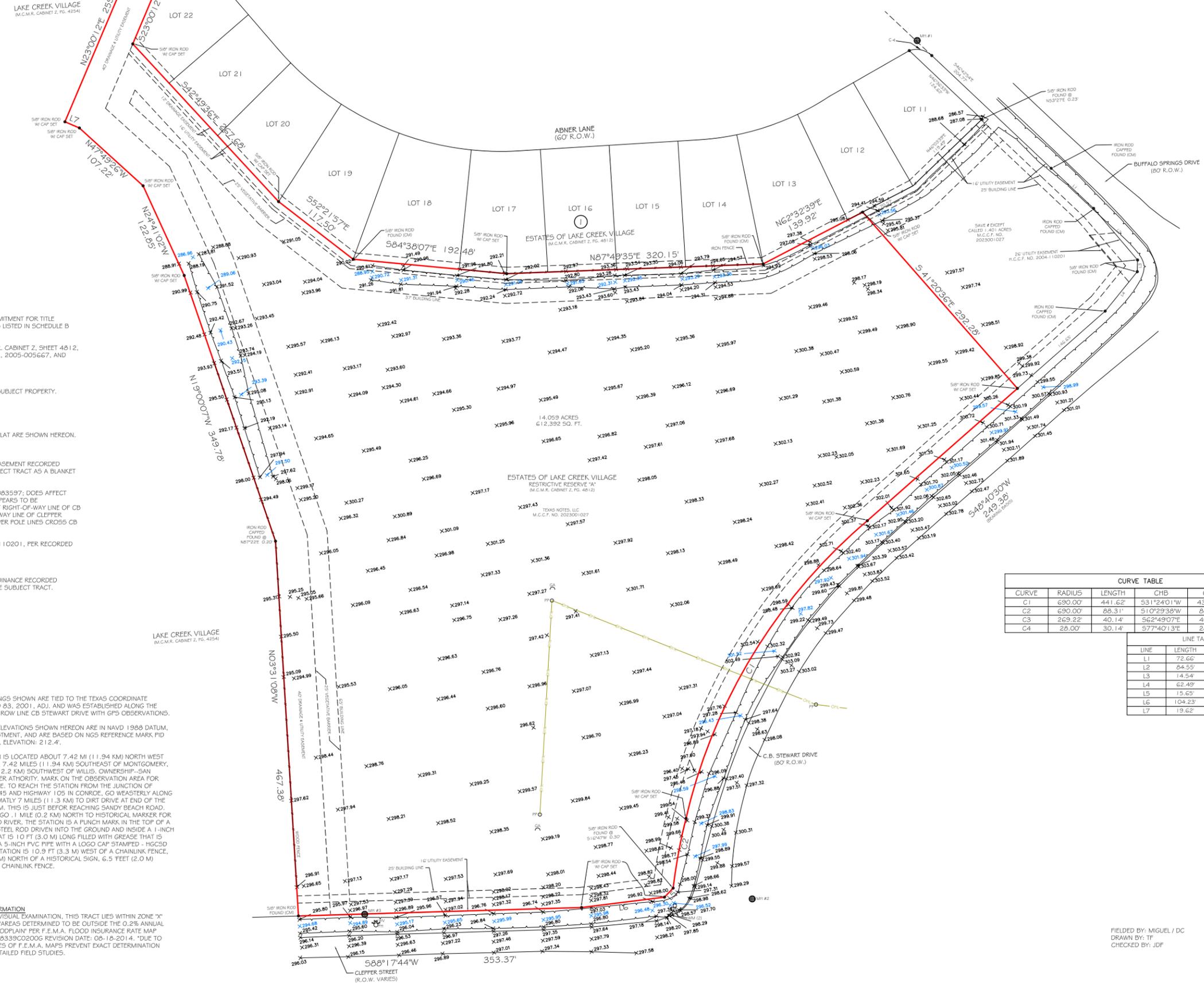
GF NO : FTH-21-FAH230039495UE

LENDER : N/A

A LAND TITLE AND TOPOGRAPHICAL SURVEY OF  
14.059 ACRES OUT OF  
RERESTRICTIVE 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

**LEGEND**  
 (CM) - CONTROLLING MONUMENT  
 R.O.W. - RIGHT OF WAY  
 M.C.D.R. - MONTGOMERY COUNTY DEED RECORDS  
 M.C.C.F. - MONTGOMERY COUNTY CLERK'S FILE  
 M.C.M.R. - MONTGOMERY COUNTY MAP RECORDS  
 CONC. - CONCRETE  
 RCP - REINFORCED CONCRETE PIPE  
 MH - MANHOLE  
 WM - WATER METER  
 WV - WATER VALVE  
 FH - FIRE HYDRANT

LAKE CREEK VILLAGE  
(M.C.M.R. CABINET Z, PG. 4254)



- SCHEDULE B NOTES**
- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE AS MENTIONED ABOVE. THE FOLLOWING MATTERS LISTED IN SCHEDULE B ARE ADDRESSED AS FOLLOWS:
    - RESTRICTIVE COVENANTS RECORDED UNDER M.C.M.R. CABINET Z, SHEET 4812, AND THOSE UNDER M.C.C.F. NOS. 2004-013561, 2005-005667, AND 2017-106765.
    - SEE THIS SURVEY.
    - NOT SURVEY RELATED OR DOES NOT AFFECT THE SUBJECT PROPERTY.
  - DA. NOT A SURVEY MATTER.
  - NO ENCROACHMENTS FOUND.
  - BUILDING LINES AND EASEMENTS PER RECORDED PLAT ARE SHOWN HEREON.
  - NOT A SURVEY MATTER.
  - GULF STATES UTILITIES COMPANY RIGHT-OF-WAY EASEMENT RECORDED UNDER M.C.C.F. NO. 9637970, AFFECT THE SUBJECT TRACT AS A BLANKET EASEMENT. (SEE NOTE #9 OF RECORDED PLAT)
  - EASEMENT RECORDED UNDER M.C.C.F. NO. 2017083597; DOES AFFECT SUBJECT TRACT. SAID 10' ENERGY EASEMENT APPEARS TO BE APPROXIMATELY LOCATED ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF CB STEWART DRIVE, BETWEEN THE NORTH RIGHT-OF-WAY LINE OF CLEPPER STREET TO THE POINT WHERE THE OVERHEAD POWER POLE LINES CROSS CB STEWART DRIVE, MORE OR LESS.
  - EASEMENT RECORDED UNDER M.C.C.F. NO. 2004110201, PER RECORDED PLAT IS SHOWN HEREON.
  - NOT A SURVEY MATTER.
  - PROPERTY IS SUBJECT TO MONTGOMERY CITY ORDINANCE RECORDED UNDER M.C.C.F. NO. 2004-013561; AFFECTS THE SUBJECT TRACT.
  - NOT A SURVEY MATTER.

**NOTES:**

- ALL BEARINGS SHOWN ARE TIED TO THE TEXAS COORDINATE SYSTEM NAD 83, 2001, ADJ. AND WAS ESTABLISHED ALONG THE NORTHWEST ROW LINE CB STEWART DRIVE WITH GPS OBSERVATIONS.
- ALL THE ELEVATIONS SHOWN HEREON ARE IN NAVD 1988 DATUM, 2001 ADJUSTMENT, AND ARE BASED ON NGS REFERENCE MARK PID NO. A36405, ELEVATION: 212.41.

THE STATION IS LOCATED ABOUT 7.42 MI (11.94 KM) NORTH WEST OF CONROE, 7.42 MILES (11.94 KM) SOUTHWEST OF MONTGOMERY, 7.6 MILES (12.2 KM) SOUTHWEST OF WILLIS, OWNERSHIP--SAN JACINTO RIVER AUTHORITY. MARK ON THE OBSERVATION AREA FOR LAKE CONROE. TO REACH THE STATION FROM THE JUNCTION OF INTERSTATE 45 AND HIGHWAY 105 IN CONROE, GO WESTERLY ALONG 105 APPROXIMATELY 7 MILES (11.3 KM) TO DIRT DRIVE AT END OF THE CONROE DAM. THIS IS JUST BEFORE REACHING SANDY BEACH ROAD. TURN RIGHT GO .1 MILE (0.2 KM) NORTH TO HISTORICAL MARKER FOR SAN JACINTO RIVER. THE STATION IS A PUNCH MARK IN THE TOP OF A STAINLESS STEEL ROD DRIVEN INTO THE GROUND AND INSIDE A 1-INCH PVC PIPE THAT IS 10 FT (3.0 M) LONG FILLED WITH GREASE THAT IS INCASED IN A 5-INCH PVC PIPE WITH A LOGO CAP STAMPED - HGCS5 01---. THE STATION IS 10.9 FT (3.3 M) WEST OF A CHAINLINK FENCE, 5.3 FT (1.6 M) NORTH OF A HISTORICAL SIGN, 6.5 FEET (2.0 M) SOUTH OF A CHAINLINK FENCE.

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHB	DELTA	
C1	690.00'	441.62'	S31°24'01"W	434.12'	36°40'15"
C2	690.00'	88.31'	S10°29'38"W	88.25'	7°18'59"
C3	269.22'	40.14'	S62°49'07"E	40.11'	8°32'36"
C4	28.00'	30.14'	S77°40'13"E	28.71'	61°40'25"

LINE TABLE		
LINE	LENGTH	BEARING
L1	72.66'	S46°42'54"E
L2	84.55'	S40°29'30"E
L3	14.54'	S01°30'37"W
L4	62.49'	S39°06'55"W
L5	15.65'	S43°53'01"W
L6	104.23'	S82°54'53"W
L7	19.62'	N66°59'48"W

UPDATE FOR S4E  
DATE: JUNE 29, 2023  
JOB NO: 230458  
DATE: JUNE 14, 2023

**PRIME TEXAS SURVEYS**

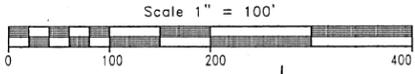
Firm No: 10133000  
2417 NORTH FREEWAY  
HOUSTON, TX 77009  
713-864-2400  
www.primetxsurveys.com

**FLOOD INFORMATION**  
 \*BASED ON VISUAL EXAMINATION, THIS TRACT LIES WITHIN ZONE "X" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" PER F.E.M.A. FLOOD INSURANCE RATE MAP PANEL NO: 48339C0200G REVISION DATE: 08-18-2014. DUE TO INACCURACIES OF F.E.M.A. MAPS PREVENT EXACT DETERMINATION WITHOUT DETAILED FIELD STUDIES.

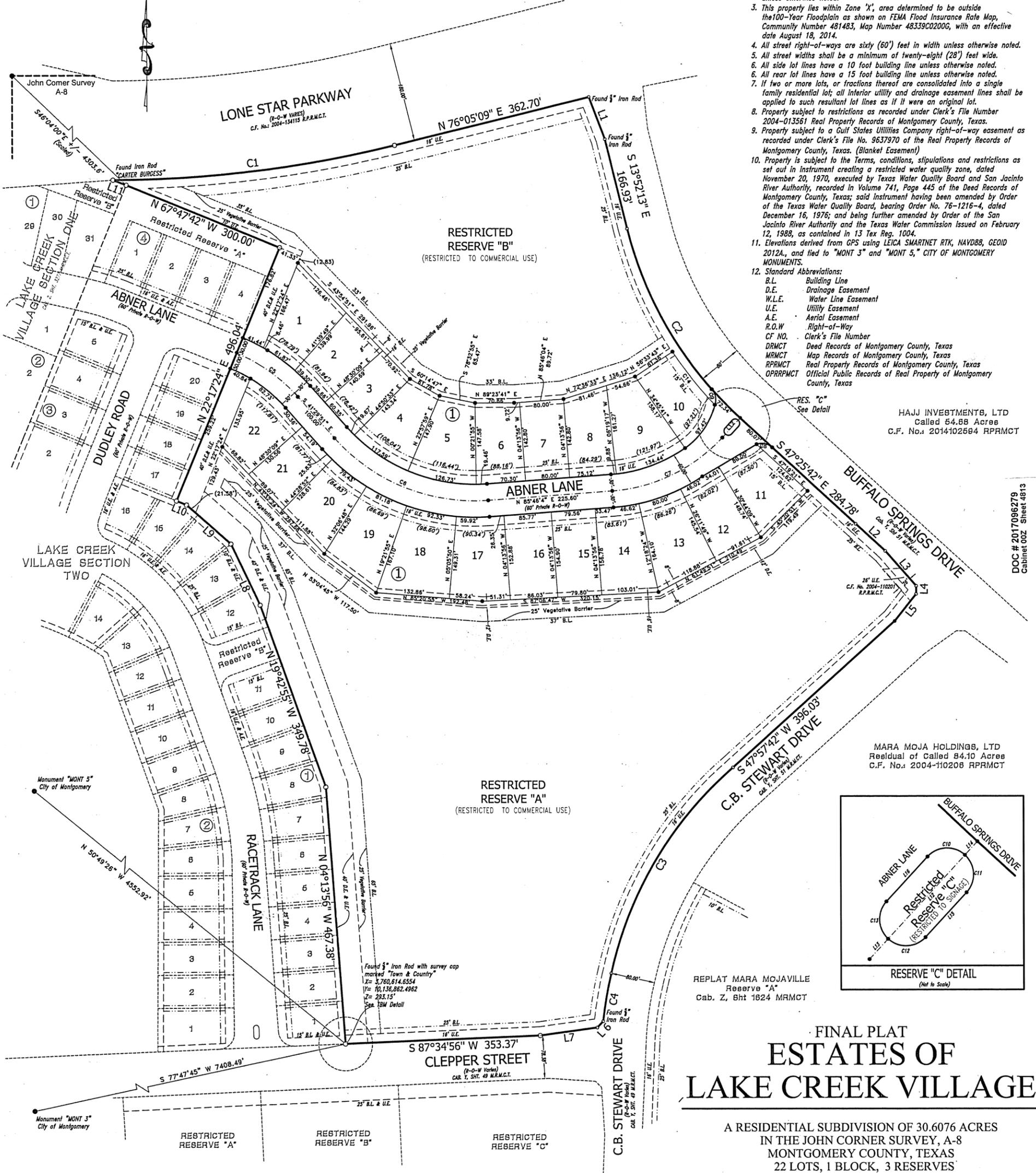
FIELD BY: MIGUEL / DC  
DRAWN BY: TF  
CHECKED BY: JDF

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND THAT IT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY. THERE WERE NO ENCROACHMENTS APPARENT ON THE GROUND EXCEPT AS SHOWN HEREON.

John D. Fisher  
 R.P.L.S. NO. 6153



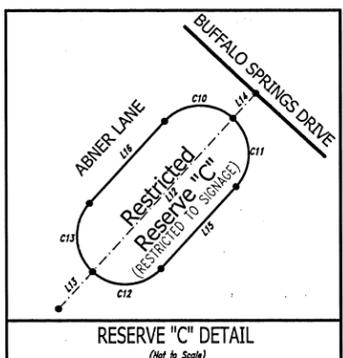
- NOTES:**
- Scale: 1"=100'
  - All corners are set 3/4" iron rods with survey cap marked "Glezman 4627" unless otherwise noted.
  - This property lies within Zone "X", area determined to be outside the 100-Year Floodplain as shown on FEMA Flood Insurance Rate Map, Community Number 481483, Map Number 48339C0200G, with an effective date August 18, 2014.
  - All street right-of-ways are sixty (60') feet in width unless otherwise noted.
  - All street widths shall be a minimum of twenty-eight (28') feet wide.
  - All side lot lines have a 10 foot building line unless otherwise noted.
  - All rear lot lines have a 15 foot building line unless otherwise noted.
  - If two or more lots, or fractions thereof are consolidated into a single family residential lot; all interior utility and drainage easement lines shall be applied to such resultant lot lines as if it were an original lot.
  - Property subject to restrictions as recorded under Clerk's File Number 2004-013561 Real Property Records of Montgomery County, Texas.
  - Property subject to a Gulf States Utilities Company right-of-way easement as recorded under Clerk's File No. 9637970 of the Real Property Records of Montgomery County, Texas. (Blanket Easement)
  - Property is subject to the Terms, conditions, stipulations and restrictions as set out in instrument creating a restricted water quality zone, dated November 20, 1970, executed by Texas Water Quality Board and San Jacinto River Authority, recorded in Volume 741, Page 445 of the Deed Records of Montgomery County, Texas; said instrument having been amended by Order of the Texas Water Quality Board, bearing Order No. 76-1216-4, dated December 16, 1976; and being further amended by Order of the San Jacinto River Authority and the Texas Water Commission issued on February 12, 1988, as contained in 13 Tex Reg. 1004.
  - Elevations derived from GPS using LEICA SMARTNET RTK, NAVD88, GEOID 2012A, and tied to "MONT 3" and "MONT 5," CITY OF MONTGOMERY MONUMENTS.
  - Standard Abbreviations:  
 B.L. Building Line  
 D.E. Drainage Easement  
 W.L.E. Water Line Easement  
 U.E. Utility Easement  
 A.E. Aerial Easement  
 R.O.W. Right-of-Way  
 CF No. Clerk's File Number  
 DRMCT Deed Records of Montgomery County, Texas  
 MRMCT Map Records of Montgomery County, Texas  
 RPRMCT Real Property Records of Montgomery County, Texas  
 OPRMCT Official Public Records of Real Property of Montgomery County, Texas



HAJJ INVESTMENTS, LTD  
 Called 64.88 Acres  
 C.F. No. 2014102694 RPRMCT

MARA MOJA HOLDINGS, LTD  
 Residual of Called 84.10 Acres  
 C.F. No. 2004-110206 RPRMCT

REPLAT MARA MOJAVILLE  
 Reserve "A"  
 Cab. Z, Sht 1824 MRMCT



# FINAL PLAT ESTATES OF LAKE CREEK VILLAGE

A RESIDENTIAL SUBDIVISION OF 30.6076 ACRES  
 IN THE JOHN CORNER SURVEY, A-8  
 MONTGOMERY COUNTY, TEXAS  
 22 LOTS, 1 BLOCK, 3 RESERVES

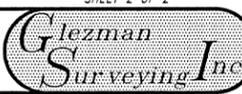
SEPTEMBER 2017

SHEET 2 OF 2

**ENGINEER:**  
 GOODWIN-LASITER-STRONG  
 4077 CROSS PARK, SUITE 100  
 BRYAN, TEXAS 77802

**OWNER/DEVELOPER:**  
 LEFCO INVESTMENTS, INC.  
 780 CLEPPER STREET, SUITE 100  
 MONTGOMERY, TEXAS 77356

Surveying Southeast Texas since 1987  
**GLEZMAN SURVEYING, INC.**  
 1938 Old River Road, Montgomery, Texas 77356  
 Firm No. 10039200  
 Office (936) 582-6340 www.glezmansurveying.com



DOC # 2017096279  
 Cabinet 00Z Sheet 4813

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I Philip LeFevre, President of Lefco Investments, INC., a Texas Corporation, acting individually or through the undersigned duly authorized agents, does hereby adopt this plat designating the herein described property as Estates of Lake Creek Village, and does hereby make subdivision of said property according to the lines, streets, alleys, parks and easements therein shown, and dedicate to public use forever all areas shown on this plat as streets, alleys, parks, and easements, except those specifically indicated as private; and does hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades and does hereby bind Owner, and Owner's successors and assigns to warrant and forever defend the title to the land so dedicated.

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

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 services including law enforcement, fire protection, medical response, inspection and code enforcement.

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

IN TESTIMONY WHEREOF, Philip LeFevre, authorized agent of Lefco Investments, INC. thereunto authorized and its common seal hereunto affixed this 16<sup>th</sup> day of October, 2017.

BY: [Signature]  
Philip LeFevre, President

BY: [Signature]  
Holly LeFevre, Secretary

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18 day of October, 2017.

[Signature]  
Notary Public of Montgomery County, Texas

Printed name Susan Hensley  
My commission expires 04/02/19



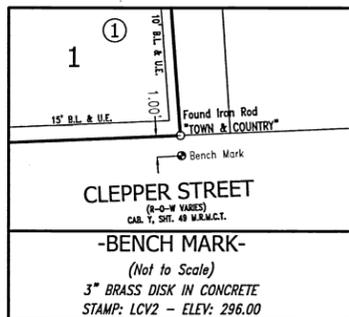
STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18 day of October, 2017.

[Signature]  
Notary Public of Montgomery County, Texas

Printed name Susan Hensley  
My commission expires 4/2/19



DOC # 2017096279  
Cabinet 00Z Sheet 4812

STATE OF TEXAS  
COUNTY OF MONTGOMERY - McLennan

We, American Bank, N.A., owner(s) and holder of lien against the property described in the plat known as Estates of Lake Creek Village, said lien being evidenced by instrument of record in Clerk's File Number 2017052347 of the Real Property Records of Montgomery County, Texas do hereby in all things subordinate to said plat and said lien, and we hereby confirm that we are the present owner of said lien and have not assigned the same nor any part thereof.

BY: [Signature]  
Michael L. Schmidt, Senior Vice President

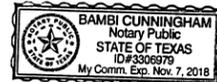
STATE OF TEXAS  
COUNTY OF MONTGOMERY - McLennan

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 16 day of October, 2017.

[Signature]  
Notary Public of Montgomery County, Texas

Printed name \_\_\_\_\_  
My commission expires \_\_\_\_\_



SURVEYOR'S CERTIFICATION

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

BY: [Signature]  
Michael Glezman  
Registered Professional Land Surveyor  
Texas Registration No. 4627



CITY OF MONTGOMERY

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

BY: [Signature]  
Ed Shackelford, P.E.  
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 23rd Day of October, 2017

BY: [Signature]  
Kirk Jones, Mayor  
City of Montgomery

BY: [Signature]  
Nelson Cox, Chairman  
Planning and Zoning Commission

ATTEST:  
[Signature]  
Susan Hensley  
City Secretary



COUNTY CLERK

I, Mark Turnbull, Clerk of the County Court of Montgomery County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on 24 day of October, 2017, at 4:00 o'clock P, and duly recorded on 24 day of October, 2017 at 4:05 o'clock PM, in cabinet 2, sheet 4812 of Records of Maps for said County.

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

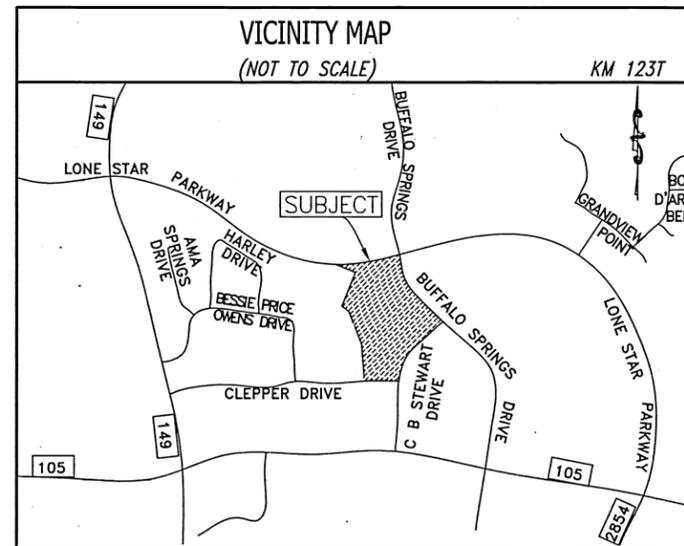
BY: [Signature]  
Mark Turnbull, Clerk, County Court,  
Montgomery County, Texas



BY: [Signature]  
Deputy

ENGINEER:  
GOODWIN-LASITER-STRONG  
4077 CROSS PARK, SUITE 100  
BRYAN, TEXAS 77802

OWNER/DEVELOPER:  
LEFCO INVESTMENTS, INC.  
780 CLEPPER STREET, SUITE 100  
MONTGOMERY, TEXAS 77356



CURVE TABLE						
CURVE	RADIUS	ARC	TANGENT	DELTA	CHORD BEARING	CHORD DISTANCE
C1	2140.02'	515.96'	259.24'	13°48'50"	N 82°59'53" E	514.71'
C2	690.00'	404.13'	208.05'	33°33'29"	S 30°38'58" E	398.38'
C3	690.00'	441.62'	228.67'	36°40'15"	S 30°41'13" W	434.21'
C4	690.00'	88.31'	44.22'	07°19'59"	S 09°46'50" W	88.25'
C5	299.22'	137.33'	69.90'	26°17'49"	S 54°38'42" E	136.13'
C6	337.98'	311.07'	167.55'	52°44'05"	S 67°51'53" W	300.21'
C7	300.80'	277.07'	119.25'	43°15'02"	N 64°08'33" E	221.71'
C8	28.00'	26.30'	14.21'	53°49'13"	S 14°30'40" E	25.35'
C9	28.00'	30.46'	16.94'	62°20'10"	N 78°35'47" W	28.98'
C10	8.00'	12.57'	08.00'	90°00'00"	S 87°34'17" W	11.31'
C11	8.00'	12.57'	08.00'	90°00'00"	N 02°25'43" W	11.31'
C12	8.00'	12.57'	08.00'	90°00'00"	N 87°34'17" E	11.31'
C13	8.00'	12.57'	08.00'	90°00'00"	S 02°25'43" E	11.31'
C14	705.00'	123.03'	61.67'	09°59'57"	S 38°26'15" E	122.88'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 20°39'37" E	82.06'
L2	S 47°25'42" E	72.66'
L3	S 41°12'18" E	84.55'
L4	S 00°47'49" W	14.54'
L5	S 38°24'07" W	62.49'
L6	S 43°10'13" W	15.65'
L7	S 82°12'05" W	104.23'
L8	N 25°23'50" W	122.85'
L9	N 48°32'14" W	107.22'
L10	N 67°42'36" W	19.62'
L11	N 68°37'22" W	25.66'
L12	N 42°34'16" E	48.05'
L13	S 42°34'17" W	8.33'
L14	S 42°34'16" W	5.57'
L15	S 42°34'17" W	18.41'
L16	N 42°34'17" E	18.41'

RESTRICTED RESERVES		
RESERVE	DESCRIPTION	ACREAGE
A	Restricted to commercial use	15.465 Acres (673,657.43 sq. ft.)
B	Restricted to commercial use	6.893 Acres (300,258.14 sq. ft.)
C	Restricted to signage	0.011 Acres (495.63 sq. ft.)

AREA TABLE		
LOT	SQ. FT.	ACREAGE
1	14348.5	0.3294
2	12149.6	0.2789
3	10721.7	0.2461
4	13184.7	0.3027
5	14366.4	0.3298
6	12340.5	0.2833
7	11415.5	0.2621
8	12528.1	0.2876
9	15248.9	0.3501
10	12364.9	0.2839
11	13424.9	0.1899
12	12579.6	0.3082
13	15031.8	0.2888
14	14523.5	0.3334
15	12433.1	0.2851
16	13235.2	0.3038
17	14907.1	0.3422
18	17374.0	0.3989
19	15053.9	0.3456
20	12628.0	0.2899
21	10917.8	0.2506
22	13031.0	0.2991

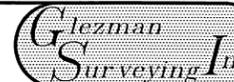
# FINAL PLAT ESTATES OF LAKE CREEK VILLAGE

A RESIDENTIAL SUBDIVISION OF 30.6076 ACRES  
IN THE JOHN CORNER SURVEY, A-8  
MONTGOMERY COUNTY, TEXAS  
22 LOTS, 1 BLOCK, 3 RESERVES

SEPTEMBER 2017

SHEET 1 OF 2

Surveying Southeast Texas since 1987  
GLEZMAN SURVEYING, INC.  
1938 Old River Road, Montgomery, Texas 77356 Firm  
No. 10039200  
Office (936) 582-6340 www.glezmansurveying.com



**Montgomery City Council  
AGENDA REPORT**

<b>Meeting Date:</b> March 11, 2025	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Administration	<b>Prepared By:</b> Ruby Beaven

**Subject**

Conduct a public hearing concerning a petition for voluntary annexation filed by Morning Cloud Investments.

**Recommendation**

Public Hearing

**Discussion**

The City of Montgomery, Texas is a Type-A, General Law municipality located in Montgomery County, Texas. Section 43.0671 of the Texas Local Government Code authorizes a Type-A general law municipality to extend the boundaries of the municipality and annex an area adjacent to the municipality by petition of area landowner in accordance with the procedural rules prescribed by Texas Local Government Code Chapter 43.

The City received a written petition requesting voluntary annexation on February 20, 2025. The area situated in the Zacharias Landrum Survey, A-22, Montgomery County, Texas, is adjacent and contiguous to the City limits.

The City Council of the City of Montgomery, Texas is required to conduct a public hearing, regarding annexation of the area and provide all required notices within the timeframes established under Chapter 43 of the Texas Local Government Code.

**Approved By**

City Secretary & Director of Administrative Services	Ruby Beaven	Date: 02/04/225
--	-------------	-----------------

PETITION FOR ANNEXATION  
INTO CITY OF MONTGOMERY, TEXAS

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY   §

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

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

I.

The Property is comprised of 45.744 acres outside the corporate limits of the City.

II.

The Property is described by metes and bounds in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

III.

The Petitioner hereby certifies that it is the sole owner of the Property and that this Petition is signed and acknowledged by each and every person, corporation, or entity owning the Property or having an ownership interest in any part of the Property. No person or entity holds a lien on the Property except for Prosperity Bank, a Texas state financial institution.

IV.

Petitioner certifies that it has entered into a written agreement with the City for the provision of services in the area in accordance with Section 43.0672, Texas Local Government Code.

V.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of Montgomery, Texas, adopt a resolution giving its written consent to the addition of the Property to the City.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

RESPECTFULLY SUBMITTED THIS 20th day of February, 2025.

**PETITIONER:**

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

By: [Signature]  
Name: VANCE BRIDGES  
Title: PRESIDENT

THE STATE OF TEXAS §  
  §  
COUNTY OF Walker §

This instrument was acknowledged before me on this the 20th day of February, 2025, by Vance Bridges, owner of The Crossing at Montgomery, LLC, a Texas limited liability company.

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

(SEAL)



**EXHIBIT A**

## Legal description of land:

Being a description of a 45.744 acre (1,992,589 Sq. Ft.) tract of land situated in the Zacharias Landrum Survey, A-22, Montgomery County, Texas. Said 45.744-acre tract being out of a called 55.389 acre tract of land conveyed to Agnes R. Stanley, Trustee, under the Stanley family living trust dated February 10, 1997, as amended Montgomery County Clerk's File (M.C.C.F.) No. 2011092960 Official Public Records of Montgomery County (O.P.R.M.C.), Texas being more particularly described by metes and bounds as follows (With bearing basis being the State Plane Coordinate System, Central Zone no 4203, NAD 83. The coordinates shown hereon are Grid Coordinates and may be brought to the surface by multiplying the combined scale factor of 1.000069595. All distances are surface distances)

BEGINNING N= 10,133.702.65, E= 3,750.438.47 at a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set at the intersection of the northeast line of a tract of land conveyed to G.C. & S.F. Railroad Company, by deed recorded in Volume 6, Page 530 of the Montgomery County Deed Records (M.C.D.R.) and the south right-of-way line of Old Dobbin Plantersville Road (60' wide) as recorded under M.C.C.F. No. 9401426 of the O.P.R.M.C. Texas, from which a found fence corner post bears North 83 Deg. 45 Min. 25 Sec. West, a distance of 2.38 feet.

THENCE North 51 Deg. 03 Min. 16 Sec. East, with the southeast right-of-way line of said Old Dobbin Plantersville Road, with a northwest line of said 55.389- acre tract and with a northwest line of said tract herein described, a distance of 609.10 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point;

THENCE North 65 Deg. 32 Min. 16 Sec. East, with the southeast right-of-way line of Old Dobbin Plantersville Road, with the northwest line of said 55.389- acre tract and with a northwest line of said tract herein described, a distance of 153.21 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the most westerly northwest corner of said tract herein described.

THENCE South 43 Deg. 36 Min. 11 Sec. East, over and across said 55.389- acre tract and with the northeast line of said tract herein described, a distance of 1,125.26 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the west line of a called 8.81 acre tract of land conveyed to Billy G. Giles by deed recorded in volume 896, page 821, of the Montgomery County Deed Records and for an angle point in an easterly line of said tract herein described;

THENCE South 02 Deg. 35 Min. 44 Sec. East, with the west line of said 8.81- acre tract with an east line of said 55.389 acre tract and with an east line of said tract herein described, a distance of 75.04 feet to a 5/8 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an interior angle point said tract herein described;

THENCE North 70 Deg. 34 Min. 16 Sec. East, with the southeast line of said 8.81- acre tract, with the southeast line of a called 13.05-acre tract conveyed to Billy G. Giles, by deed recorded in Volume 896, Page 825, of the Montgomery County Deed Records, with the south line of a called 34.831-acre tract of land conveyed to Alan Mann, by deed recorded in Montgomery County Clerk's File No. 2006-118991, Film Code No. 194-11-2542, with a northwest line of said 55.389-acre tract and with a northwest line of said tract herein described, a distance of 860.50 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" set for the north corner of herein described tract, said point being the west corner of a called 9.992 -acre tract of land conveyed to Edward Lopez and Wife, Sonja Lopez by deed recorded in Montgomery County Clerk's File No. 2012107577 of the Official Public Records of Montgomery County, Texas, being the north corner of said 55.389-acre tract, from which a found 2-inch iron pipe bears South 43 Deg. 04 Min. 42 Sec. East, a distance of 0.85 feet;

THENCE South 02 Deg. 45 Min. 17 Sec. East, with the west line of said 9.992- acre tract, with the west line of a called 20.019-acre tract conveyed to C.A. Stowe, by deed recorded in Montgomery County Clerk's File No. 9612142, Film Code No. 136-00-0930 of the Official Public Records of Montgomery County, Texas, with the east line of said 55.389-acre tract and with the east line of said tract herein described, a distance of 1,497.73 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG.

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

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

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

THENCE North 52 Deg. 53 MM. 44 Sec. West, with a northeast line of said G.C. & S.F. Railroad tract, with a southwest line of said 55.389- acre tract and with a southwest line of said tract herein described, a distance of 244.80 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" set for an angle point;

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

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> March 11, 2025	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Administration	<b>Prepared By:</b> City Attorney

**Subject**

Consideration and possible action regarding the Agreement for Post-Annexation Provision for Services for Property to be Annexed into the City of Montgomery.

**Recommendation**

Staff recommends approval of the Agreement for Post-Annexation Provision for Services for Property to be Annexed into the City of Montgomery.

**Discussion**

Please see the accompanying Agreement for Post-Annexation Provision for Services for Property to be Annexed into the City of Montgomery.

**Approved By**

City Secretary & Director of Administrative Services	Ruby Beaven	Date: 03/04/2025
---	-------------	------------------

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

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Montgomery (the "Agreement") is entered into by and between the City of Montgomery, Texas, a general law city (the "City"), and the undersigned property owner, The Crossing at Montgomery, LLC, a Texas limited liability company (the "Property Owner"), both of which may be referred to herein singularly as "Party" or collectively as the "Parties."

**RECITALS**

**WHEREAS**, upon the request of Property Owner, the City intends to institute annexation proceedings for 45.744 acres of land described more fully hereinafter in **Exhibit A** and attached hereto (the "Subject Property"); and

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

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

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

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

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

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

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

The following services and schedule represent the provision of services agreed to between Property Owner and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

It is understood and agreed that the City is not required to provide a service that is not included in this Agreement. The following services will be provided for the Subject Property on the Effective Date of annexation:

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

**A.** Police protection as follows:

The City's Police Department will provide protection and law enforcement services.

**B.** Fire protection and Emergency Medical Services as follows:

The City's Fire Department will provide emergency medical and fire protection services.

**C.** Solid waste collection services as follows:

The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

**D.** Animal control as follows:

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

**E.** Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.

**F.** Maintenance of other City facilities, buildings and service.

**G.** Land use regulation as follows: On the Effective Date of annexation, Property Owner agrees that the development of the Subject Property shall be in accordance with the Development Agreement and City Code; provided, however, that to the extent of any conflict, inconsistency or ambiguity between the Development Agreement and City Code, the Development Agreement shall be controlling and shall be deemed to modify City Code.

**H. Publicly Owned Parks, Facilities, and Buildings:**

1. Residents of the Subject Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including, community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor.

2. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

**2) Scheduled Municipal Services.** Due to the size and vacancy of the Subject Property, water service and maintenance, wastewater service and maintenance, onsite storm sewer system facilities maintenance and maintenance of streets and rights-of-way will be provided in accordance with the salient provisions of the Development Agreement. Property Owner has requested, and City has consented to, the creation of an in-City Public Improvement District ("PID") to provide for the acquisition of water and sewer utility facilities, storm water facilities and road facilities to serve the territory to be annexed. City will provide the PID with water and wastewater treatment capacity and will operate the PID facilities pursuant to a Utility Agreement between the City and the District, the form of which is attached as **Exhibit B** to the Development Agreement.

**3) Capital Improvements.** Construction of any capital improvements shall be initiated after the Effective Date of the annexation and in accordance with the Development Agreement.

**4) Term.** If not previously expired, this Agreement expires at the end of ten (10) years.

**5) Property Description.** The legal description of the Subject Property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

**6) Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

**7) Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Montgomery County, Texas.

**8) Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

**9) Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

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

*[signature pages follow]*

EXECUTED and AGREED to by the Parties this the \_\_\_\_ day of \_\_\_\_\_, 2025.

**THE CITY OF MONTGOMERY, TEXAS**

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

**ATTEST:**

\_\_\_\_\_  
Ruby Beaven, City Secretary

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

By: \_\_\_\_\_  
Name: Marjorie Cox  
Title: Member

**EXHIBIT A**

## Legal description of land:

Being a description of a 45.744 acre (1,992,589 Sq. Ft.) tract of land situated in the Zacharias Landrum Survey, A-22, Montgomery County, Texas. Said 45.744-acre tract being out of a called 55.389 acre tract of land conveyed to Agnes R. Stanley, Trustee, under the Stanley family living trust dated February 10, 1997, as amended Montgomery County Clerk's File (M.C.C.F.) No. 2011092980 Official Public Records of Montgomery County (O.P.R.M.C.), Texas being more particularly described by metes and bounds as follows (With bearing basis being the State Plane Coordinate System, Central Zone no 4203, NAD 83. The coordinates shown hereon are Grid Coordinates and may be brought to the surface by multiplying the combined scale factor of 1.000069595. All distances are surface distances)

BEGINNING N= 10,133,702.85, E= 3,750,438.47 at a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set at the intersection of the northeast line of a tract of land conveyed to G.C & S.F. Railroad Company, by deed recorded in Volume 6, Page 530 of the Montgomery County Deed Records (M.C.D.R.) and the south right-of-way line of Old Dobbin Plantersville Road (60' wide) as recorded under M.C.C.F. No 9401426 of the O.P.R.M.C. Texas, from which a found fence corner post bears North 83 Deg. 45 Min. 25 Sec. West, a distance of 2.38 feet;

THENCE North 51 Deg. 03 Min. 16 Sec. East, with the southeast right-of-way line of said Old Dobbin Plantersville Road, with a northwest line of said 55.389- acre tract and with a northwest line of said tract herein described, a distance of 809.10 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point;

THENCE North 65 Deg. 32 Min. 16 Sec. East, with the southeast right-of-way line of Old Dobbin Plantersville Road, with the northwest line of said 55.389- acre tract and with a northwest line of said tract herein described, a distance of 153.21 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the most westerly northwest corner of said tract herein described.

THENCE South 43 Deg. 36 Min. 11 Sec. East, over and across said 55.389- acre tract and with the northeast line of said tract herein described, a distance of 1,125.26 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the west line of a called 8.81 acre tract of land conveyed to Billy G. Giles by deed recorded in volume 896, page 821, of the Montgomery County Deed Records and for an angle point in an easterly line of said tract herein described;

THENCE South 02 Deg. 35 Min. 44 Sec. East, with the west line of said 8.81- acre tract with an east line of said 55.389 acre tract and with an east line of said tract herein described, a distance of 75 04 feet to a 5/8 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an interior angle point said tract herein described;

THENCE North 70 Deg 34 Min. 16 Sec East, with the southeast line of said 8.81- acre tract, with the southeast line of a called 13 05-acre tract conveyed to Billy G. Giles, by deed recorded in Volume 898, Page 825, of the Montgomery County Deed Records, with the south line of a called 34.831-acre tract of land conveyed to Alan Mann, by deed recorded in Montgomery County Clerk's File No. 2006-118991, Film Code No 194-11-2542, with a northwest line of said 55.389-acre tract and with a northwest line of said tract herein described, a distance of 860.50 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" set for the north corner of herein described tract, said point being the west corner of a called 9.992 -acre tract of land conveyed to Edward Lopez and Wife, Sonja Lopez by deed recorded in Montgomery County Clerk's File No. 2012107577 of the Official Public Records of Montgomery County, Texas, being the north corner of said 55.389-acre tract, from which a found 2-inch iron pipe bears South 43 Deg. 04 Min. 42 Sec. East, a distance of 10.85 feet;

THENCE South 02 Deg. 45 Min. 17 Sec. East, with the west line of said 9.992- acre tract, with the west line of a called 20.019-acre tract conveyed to C.A. Stowe, by deed recorded in Montgomery County Clerk's File No. 9812142, Film Code No. 136-00-0930 of the Official Public Records of Montgomery County, Texas, with the east line of said 55.389-acre tract and with the east line of said tract herein described, a distance of 1,497.73 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG.

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

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

THENCE North 83 Deg. 08 MM. 44 Sec. West, with a northeast line of said G.C. & S.F. Railroad tract, with a southwest line of said 55.389 acre tract and with a southwest line of said tract herein described, a distance of 271.40 feet to a 5/8-inch Iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point;

THENCE North 52 Deg. 53 MM. 44 Sec. West, with a northeast line of said G.C. & S.F. Railroad tract, with a southwest line of said 55.389- acre tract and with a southwest line of said tract herein described, a distance of 244.80 feet to a 5/8-inch Iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" set for an angle point;

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

**EXHIBIT B**

FORM OF UTILITY AGREEMENT

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

THIS AGREEMENT is made and entered into as of the date herein last specified, by and between the CITY OF MONTGOMERY, TEXAS (the "City"), a Type A general-law municipality located in Montgomery County, Texas, and MORNING CLOUD INVESTMENTS, LLC, a Texas limited liability company ("Developer")

WITNESSETH:

WHEREAS, under the authority of Chapter 791, Texas Government Code and Section 552.001, Texas Local Government Code, the City and the Developer may enter into an agreement under the terms of which the Developer will acquire for the benefit of, and for ultimate conveyance to, the City, the Facilities needed to provide utility service and roads to lands being developed within the District and the City; and

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

AGREEMENT

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

ARTICLE I
DEFINITIONS

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

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

"City Administrator" shall mean the City Administrator of the City.

"Development Agreement" shall mean that certain Development Agreement, dated \_\_\_\_\_, 2024, between the City and Morning Cloud Investments, LLC, a Texas limited

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company, as may be amended from time to time.

"District" means a public improvement district, pursuant to and in accordance with the terms, provisions, and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code.

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

"Parties" shall mean the City and the Developer, collectively.

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

2.01. Facilities. The Facilities shall be designed and constructed in compliance with all applicable requirements and criteria of City regulations and ordinances. All plans and specifications for the Facilities shall be submitted to the City for approval prior to construction and advertising for bids. The plans and specifications shall be prepared in accordance with the applicable provision of the City Code, as they may be amended from time to time.

2.02. Water Distribution and Supply Facilities. The City shall provide the District with its ultimate requirements for water production supply of 55,350 gpd to serve approximately 235 ESFCs. The Developer agrees to connect the 12-inch waterline along Old Dobbins Plantersville Road to the 8-inch waterline along Old Plantersville Road upon the development being built out completely (the "Water Line and Connections"). Additionally, the Developer will be responsible for installing an 8-inch waterline terminating at the most northern point of the Proposed Thoroughfare. The Water Line and Connections 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 required for the construction of the Facilities. The Water Line and Connections will be sized to serve the Tract. The Developer agrees to cover all costs to design and construct the Water Line and Connections. The Developer is responsible for providing engineered plans and specifications for the water distribution system interior to the development and the Water Line and Connections 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. The City will accept such Facilities for ownership and

operation in accordance with the terms of the Utility Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.

2.03. **Impact Fees.** The Developer agrees to pay impact fees for water supply facilities and wastewater treatment facilities ("Impact Fees") in the amount as stated in the City's current adopted Impact Fees, or as may be amended from time to time. The Developer will be assessed and pay Impact Fees at the time of the City's approval of the final plat for each section based on the number of connections in such plat.

2.04. **Paving and Traffic.** Per the preliminary land plan submitted by the Developer, the streets are proposed to be public and accepted by the City. The Developer is responsible for providing engineered plans and specifications for the roads interior to the development 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. Currently, the preliminary land plan provides for two (2) proposed connections to Old Dobbins Plantersville Road and Old Plantersville Road to provide access to the entire 235-home subdivision. The Developer will need to perform a Traffic Impact Analysis to assess the impact on the City's roadway system and coordinate with Montgomery County on the connection to Old Dobbins Plantersville Road. Per the City and Montgomery County's most recently adopted thoroughfare plan, the current land plan considers the planned extension of Westway Drive. Developer is to construct this extension within the limits of the Tract as defined in Exhibit F of the Development Agreement. The collector will have a 70-foot dedicated ROW with 36-foot-wide concrete pavement. Finally, the Developer must also provide access to the property adjacent to the north (MCAD Property ID: 270662) due to the property being landlocked if no access is given. Based on the preliminary land use plan provided, this requirement is being fulfilled. Any changes to the land use plan must consider and fulfill this requirement. The streets will be conveyed to the City upon final completion and subject to final acceptance by the City.

2.05 **Drainage Facilities.** The onsite storm sewer system will be designated public and accepted by the City upon completion of the development. Any detention ponds will remain the responsibility of the Developer. All drainage and detention improvements must be designed per the City's Code of Ordinances requiring compliance with the City's floodplain regulations and all applicable Montgomery County Drainage Criteria Manual Standards. The Developer also agrees to perform and submit a drainage study showing the development's impact on the drainage downstream of the Tract and on adjacent properties. The drainage study must be submitted to the City for review and approval prior to approval of the construction plans. The Developer is responsible for providing engineering plans and specifications for the drainage and detention system interior to the development 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.

2.06 **Parks and Recreational Facilities.** The Developer shall design and construct at least 6 parks and open space areas to total at least 6.8 acres to serve the Tract in accordance with the City Code and any applicable Montgomery County standards. Any park and open space areas will not be accepted by the City but owned and maintained by the District. Developer agrees to design and construct at least 3 detention basins of 8.5 acres with walking trails and park seating. Developer

also shall install a tree buffer of at least 20-foot width along the railroad for privacy.

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

### ARTICLE III OWNERSHIP, OPERATION AND MAINTENANCE OF FACILITIES

3.01. Ownership by the City. As the Facilities are completed and become operational, the District shall convey the same to the City, free and clear of all encumbrances.

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

3.03. Rates and Meters. The City shall bill and collect fees from District customers of the water and wastewater system and shall from time to time fix such rates and charges for such customers of the system as the City, in its sole discretion, determines are necessary; provided that the rates and charges for services afforded by the system will be equal and uniform to those charged other similar classifications of users in the City. All water and wastewater revenues from the District customers shall belong exclusively to the City. The City shall be responsible for providing and installing any necessary meters for the individual customers.

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

ARTICLE IV  
REMEDIES IN EVENT OF DEFAULT

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

ARTICLE V  
MISCELLANEOUS PROVISIONS

5.01. Force Majeure. In the event either party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and the full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

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

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

If to the City, to:

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

With a copy to City attorney:

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

If to the Developer, to:

Morning Cloud Investments, LLC  
Attention: Marjorie Cox, Member  
P.O. BOX 8262  
Spring, Texas 77387-8262

With a copy to:  
Coats Rose, P.C.  
Attn: Tim G. Green  
9 Greenway Plaza, Ste. 1000  
Houston, Texas 77046

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

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

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

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

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

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

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

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

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

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

[EXECUTION PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this \_\_\_\_ day of \_\_\_\_\_ 2024.

THE CITY OF MONTGOMERY, TEXAS

\_\_\_\_\_  
Mayor

ATTEST/SEAL:

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

**MORNING CLOUD INVESTMENTS, LLC**, a  
Texas limited liability company

By: \_\_\_\_\_  
Name: Marjorie Cox  
Title: Member

STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by Marjorie Cox, Member of Morning Cloud Investments, LLC, a Texas limited liability company.

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

(NOTARY SEAL)

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> March 11, 2025	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Administration	<b>Prepared By:</b> Ruby Beaven

**Subject**

Consideration and possible action on an Ordinance of the City of Montgomery, Texas, adopting the annexation of certain territory located in the extraterritorial jurisdiction of the City of Montgomery, Texas, to wit: being a description of a 45.744 acre (1,992,589 sq. ft.) tract of land situated in the Zacharias Landrum Survey, A-22, Montgomery County, Texas. said 45.744-acre tract being out of a called 55.389 acre tract of land conveyed to Agnes R. Stanley, Trustee, under the Stanley Family Living Trust dated February 10, 1997, as amended Montgomery County Clerk's file (M.C.C.F.) No. 2011092960 official public records of Montgomery County (O.P.R.M.C.), Texas being more particularly described by metes and bounds depicted in Exhibit "A"; Providing for incorporation of premises, amending of the official city map, and acknowledging a service plan; Requiring the filing of this ordinance with the County Clerk; Prescribing for effect on territory, granting as appropriate to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the City of Montgomery, Texas; Providing cumulative repealer, severability and savings clauses; Providing for engrossment and enrollment; and Providing an effective date.

**Discussion**

The City of Montgomery, Texas is a Type-A, General Law municipality located in Montgomery County, Texas. Section 43.0671 of the Texas Local Government Code authorizes a Type-A general law municipality to extend the boundaries of the municipality and annex an area adjacent to the municipality by petition of area landowner in accordance with the procedural rules prescribed by Texas Local Government Code Chapter 43.

The City received a written petition requesting the voluntary annexation on February 20, 2025. The area situated in the Zacharias Landrum Survey, A-22, Montgomery County, Texas, is adjacent and contiguous to the City limits .

The City Council of the City of Montgomery, Texas has conducted the required public hearing, held on March 11, 2025, regarding annexation of the area and has provided all required notices within the timeframes established under Chapter 43 of the Texas Local Government Code.

Montgomery City Council  
**AGENDA REPORT**

**Recommendation**

Staff recommends approval of the Ordinance adopting the annexation of certain territory located in the extraterritorial jurisdiction of the City of Montgomery, Texas, as presented.

**Approved By**

City Secretary & Director of Administrative Services	Ruby Beaven	Date: 03/05/2025
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## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF MONTGOMERY, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF MONTGOMERY, TEXAS, TO WIT: BEING A DESCRIPTION OF A 45.744 ACRE (1,992,589 SQ. FT.) TRACT OF LAND SITUATED IN THE ZACHARIAS LANDRUM SURVEY, A-22, MONTGOMERY COUNTY, TEXAS. SAID 45.744-ACRE TRACT BEING OUT OF A CALLED 55.389 ACRE TRACT OF LAND CONVEYED TO AGNES R. STANLEY, TRUSTEE, UNDER THE STANLEY FAMILY LIVING TRUST DATED FEBRUARY 10, 1997, AS AMENDED MONTGOMERY COUNTY CLERK'S FILE (M.C.C.F.) NO. 2011092960 OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY (O.P.R.M.C.), TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS DEPICTED IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF MONTGOMERY, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

\*\*\*

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

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

WHEREAS, the City received a written petition requesting the voluntary annexation of the area described in Exhibit A, on February 20, 2025; and

WHEREAS, the area identified in Exhibit A, situated in the Zacharias Landrum Survey, A-22, Montgomery County, Texas, is adjacent and contiguous to the City limits; and

WHEREAS, the City Council of the City of Montgomery, Texas ("City Council") has conducted the required public hearing, held on March 11, 2025, regarding annexation of the area and has provided all required notices within the timeframes established under Chapter 43 of the Texas Local Government Code; and

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

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

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

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

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

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

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

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

**Section 6. Severability.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and

if any phrase, clause sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

PASSED AND APPROVED this 11<sup>th</sup> day of March 2025, by a vote \_\_\_\_ (ayes) to \_\_\_\_ (nays) to \_\_\_\_\_ (abstentions) of the City Council of the City of Montgomery, Texas.

**CITY OF MONTGOMERY:**

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

APPROVED:

ATTEST:

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

\_\_\_\_\_  
RUBY BEAVEN, City Secretary

## EXHIBIT A

Legal description of land:

Being a description of a 45.744 acre (1,992,589 Sq. Ft.) tract of land situated in the Zacharias Landrum Survey, A-22, Montgomery County, Texas. Said 45.744-acre tract being out of a called 55.389 acre tract of land conveyed to Agnes R. Stanley, Trustee, under the Stanley family living trust dated February 10, 1897, as amended Montgomery County Clerk's File (M.C.C.F.) No. 2011092980 Official Public Records of Montgomery County (O.P.R.M.C.), Texas being more particularly described by metes and bounds as follows (With bearing basis being the State Plane Coordinate System, Central Zone no 4203, NAD 83. The coordinates shown hereon are Grid Coordinates and may be brought to the surface by multiplying the combined scale factor of 1.000069595. All distances are surface distances):

BEGINNING N= 10,133,702.85, E= 3,750,438.47 at a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set at the intersection of the northeast line of a tract of land conveyed to G.C & S.F. Railroad Company, by deed recorded in Volume 6, Page 530 of the Montgomery County Deed Records (M.C.D.R.) and the south right-of-way line of Old Dobbin Plantersville Road (80' wide) as recorded under M.C.C.F. No. 9401426 of the O.P.R.M.C., Texas, from which a found fence corner post bears North 83 Deg. 45 Min. 25 Sec. West, a distance of 2.38 feet.

THENCE North 51 Deg. 03 Min. 18 Sec. East, with the southeast right-of-way line of said Old Dobbin Plantersville Road, with a northwest line of said 55.389- acre tract and with a northwest line of said tract herein described, a distance of 609.10 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point;

THENCE North 65 Deg. 32 Min. 16 Sec. East, with the southeast right-of-way line of Old Dobbin Plantersville Road, with the northwest line of said 55.389- acre tract and with a northwest line of said tract herein described, a distance of 153.21 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the most westerly northwest corner of said tract herein described.

THENCE South 43 Deg. 38 Min. 11 Sec. East, over and across said 55.389- acre tract and with the northeast line of said tract herein described, a distance of 1,125.28 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the west line of a called 8.81 acre tract of land conveyed to Billy G. Giles by deed recorded in volume 896, page 821, of the Montgomery County Deed Records and for an angle point in an easterly line of said tract herein described;

THENCE South 02 Deg. 35 Min. 44 Sec. East, with the west line of said 8.81- acre tract with an east line of said 55.389 acre tract and with an east line of said tract herein described, a distance of 75.04 feet to a 5/8 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an interior angle point said tract herein described;

THENCE North 70 Deg. 34 Min. 16 Sec. East, with the southeast line of said 8.81- acre tract, with the southeast line of a called 13.05-acre tract conveyed to Billy G. Giles, by deed recorded in Volume 896, Page 825, of the Montgomery County Deed Records, with the south line of a called 34.831-acre tract of land conveyed to Alan Mann, by deed recorded in Montgomery County Clerk's File No. 2008-118991, Film Code No. 194-11-2542, with a northwest line of said 55.389-acre tract and with a northwest line of said tract herein described, a distance of 860.50 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" set for the north corner of herein described tract, said point being the west corner of a called 9.992 -acre tract of land conveyed to Edward Lopez and Wife, Sonja Lopez by deed recorded in Montgomery County Clerk's File No. 2012107577 of the Official Public Records of Montgomery County, Texas, being the north corner of said 55.389-acre tract, from which a found 2-inch iron pipe bears South 43 Deg. 04 Min. 42 Sec. East, a distance of 10.85 feet;

THENCE South 02 Deg. 45 Min. 17 Sec. East, with the west line of said 9.992- acre tract, with the west line of a called 20.019-acre tract conveyed to C.A. Stowe, by deed recorded in Montgomery County Clerk's File No. 9812142, Film Code No. 138-00-0930 of the Official Public Records of Montgomery County, Texas, with the east line of said 55.389-acre tract and with the east line of said tract herein described, a distance of 1,497.73 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG.

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

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

THENCE North 83 Deg. 08 MM. 44 Sec. West, with a northeast line of said G.C. & S.F. Railroad tract, with a southwest line of said 55.389- acre tract and with a southwest line of said tract herein described, a distance of 271.40 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point;

THENCE North 52 Deg. 53 MM. 44 Sec. West, with a northeast line of said G.C. & S.F. Railroad tract, with a southwest line of said 55.389- acre tract and with a southwest line of said tract herein described, a distance of 244.80 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" set for an angle point;

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

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> 03/11/2025	<b>Budgeted Amount:</b> NONE
<b>Department:</b> Administration	<b>Prepared By:</b> WGA

**Subject**

Discussion of the draft Memorandum of Understanding (MOU) from BCS Capital on the 32- acre Development.

**Recommendation**

No action is required.

**Discussion**

Enclosed for reference, is the City edited MOU, proposed site plan from the Developer, exhibit and cost estimate for proposed roadway improvements, and exhibit and cost estimate for proposed linear utilities improvements.

BCS Capital has provided a MOU outlining proposed terms of the Development Agreement for the 32- acres located within the PDD. The City’s consultants have reviewed the document and provided the comments to the Developer.

The MOU attached is the latest version provided by the Developer on March 6, 2025

**Approved By**

City Secretary & Director of Administrative Services	Ruby Beaven	Date: 03.06.2025

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on \_\_\_\_\_ (herein referred to as the "Effective Date") by and between:

Jack Burgher, Partner, BCS Capital LLC, 1940 Fountain View Drive, Suite 220, Houston, Texas 77057 (herein referred to as "Party"); and the

*City of Montgomery, City Council, by affirmative vote for motion to accept this Memorandum of Understanding and authorize the Mayor, Sara Countryman, to sign same, 101 Old Plantersville Road, Montgomery, Texas 77316* (herein referred to as the "City").

Parties may be referenced individually as "Party" and collectively as "Parties."

### PURPOSE

The purpose of this MOU is to establish a good-faith foundation between the Parties for future collaborative efforts that are mutually beneficial. The Parties agree to work together in a cooperative and coordinated manner to achieve each Party's individual goals and the collective goals of the partnership.

This MOU is designed to detail the specifics of meeting requirements for development between the Parties to the mutual benefit of the parties and the communities they serve.

### DURATION OF MOU

This MOU becomes effective on the date it is signed by both parties. The MOU is non-binding and it remains in force and effect unless explicitly terminated, in writing, by both parties.

### DEFINITIONS

Subject Tract - Approximately 32.72 acres, within the John Corner Survey, Abstract 9, being out of a called 84.1 acre tract of land recorded in the name of Mara Moja Holdings in Montgomery County Clerk's File (MCCF) 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 (MCMR).

Rampy Lake Parcel - Approximately 115.73 acres, being Tracts 2-R, 2-T, 1-N, and 2T-13, of the John Corner Survey, Abstract 9, Montgomery County, Texas.

Feasibility Study – Study prepared by the City Engineer, WGA, on serviceability of Subject Tract by the City. The study is dated January 2025 and was presented to City Council at the January 28, 2025 Council meeting.

Drainage Study – Prior approved drainage study conducted by Carter Burgess, dated November 17, 2006.

ROLES AND RESPONSIBILITIES

To achieve Parties’ mutual desires, each party agrees to the following roles and responsibilities:

1. As requested, Party agrees that a minimum of 3 acres of the Subject Tract will be marketed and/or developed as a hotel use only for a period of 3 years commencing upon the acceptance of this Memorandum.
2. Party understands and accepts that certain waterline improvements are required for development of the Subject Tract. Any projects in the City’s CIP (Capital Improvement Projects) list, including but not limited to the Feasibility Study’s recommended improvements including the 12” waterline along Highway 105 to the western boundary of the tract and the 12” waterline along Buffalo Springs from the northern property line of Home Depot to Lone Star Parkway) ~~will be offset by a credit of Impact Fees associated with the Subject Tract to Party. Additionally, Developer is eligible for collecting a pro-rata share of the waterline cost from adjacent developers as outlined in Sec. 90-105 of the City of Montgomery Code of Ordinances.~~ Public waterline improvements are to be designed and constructed by the City at the Party’s expense.
3. Party understands and accepts that certain sanitary sewer line improvements are required for development of the Subject Tract. This includes extension of a gravity sanitary sewer line along SH-105 to ~~Lift Station No. 12 the western boundary of the tract~~ and as required north along CB Stewart to serve the northern portion of the Subject Tract. ~~The City may wish to further extend the gravity sanitary sewer line along SH-105 all the way to C.B. Stewart Drive, if the City decides to proceed with this work, the City agrees to pay a pro-rata share of the cost of the gravity sanitary sewer line extension to complete the work which will allow the City to eliminate Lift Station No. 12.~~ Public gravity sanitary sewer improvements are to be designed and constructed by the City at the Party’s expense.
4. Party understands and accepts that certain improvements to Buffalo Springs Drive are required including 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. Any additional roadway improvements to Buffalo Springs Drive will be based on the results of a Traffic Impact Analysis conducted by the Party and submitted to the City for review and approval. In addition, unless recommended by the Traffic Impact Analysis, it is not anticipated that improvements to CB Stewart will be warranted. Public roadway improvements are to be designed and constructed by the City at the Party's expense. The improvements to Buffalo Springs Drive will need to be completed prior to the development of either the hotel site or multi-family site.

~~5.~~

~~6.5.~~ The City ~~agrees~~ agrees-understands the Subject Tract and Rampy Lake Parcel are planned to drain to Rampy Lake with a drainage study incorporating a timing analysis methodology in correlation with the approved Drainage Study; however, it shall be modified to Atlas 14 rainfall estimates. The drainage study will need to incorporate the impacts to Rampy Lake and ensure that the capacity of the lake is capable of handling the additional runoff with ~~out~~ impacting downstream property owners. Once approved and the Subject Tract is platted, the drainage report addressing the Subject Tract and Rampy Lake Parcel, will not expire for the Subject Tract.

~~7.6.~~ The City agrees ~~conceptually to approve~~ to a storm sewer and/or ditch as needed to convey developed flow from the Subject Tract through the Rampy Lake Parcel to meet the intent of the approved Drainage Study. Additionally, the City agrees to authorize the encroachment of these storm sewer facilities into Buffalo Springs Drive ROW subject to an encroachment agreement between Party and City. The City also agrees to allow upgraded drainage facilities (within Lonestar Parkway ROW (roadside ditch, driveway culverts, etc) for an ultimate outfall into Stewart Creek subject to be reviewed and approved by the City. ~~These improvements are required because the Home Depot and Kroger developments did not provide an allowance for neighboring tracts to drain through their properties in accordance with the approved Drainage Study.~~

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~~8.7~~ City agrees to enter into a 380 agreement or other mechanism to reimburse Party for all work on City of Montgomery public infrastructure, including public roadway, public waterline, and public sanitary sewer, not to exceed ~~described costs above estimated at~~ \$4,000,000 without the improvements to CB Stewart. If a Traffic Impact Analysis is conducted and improvements to CB Stewart are recommended, the total reimbursement is not to exceed ~~estimate to Party increases to~~ \$4,850,000.

~~9.8~~ The City understands that the development of the Subject Tract and fulfillment of the Party’s obligations in this Memorandum are dependent and contingent on the acceptance of the Partys application to rezone approximately 13-14.5 acres of the north portion of the Subject Tract to multifamily use being approved by the City.

COMMUNICATION BETWEEN PARTIES

The stated purpose and roles and responsibilities of the MOU will likely drive the level of communication necessary for a successful understanding between Parties. Once lines of communication are established, it will be critical for each Party to be diligent in their efforts to communicate with the other Party or parties.

AMENDMENTS

The terms of this MOU may be amended upon written approval by both original Parties and their designated representatives.

ASSIGNS

Party may assign the MOU at their discretion. In the event the Party does not close on the Subject Tract, MOU shall automatically assign Party’s interest to the current Subject Tract owner.

The undersigned Parties acknowledge and agree to this MOU:

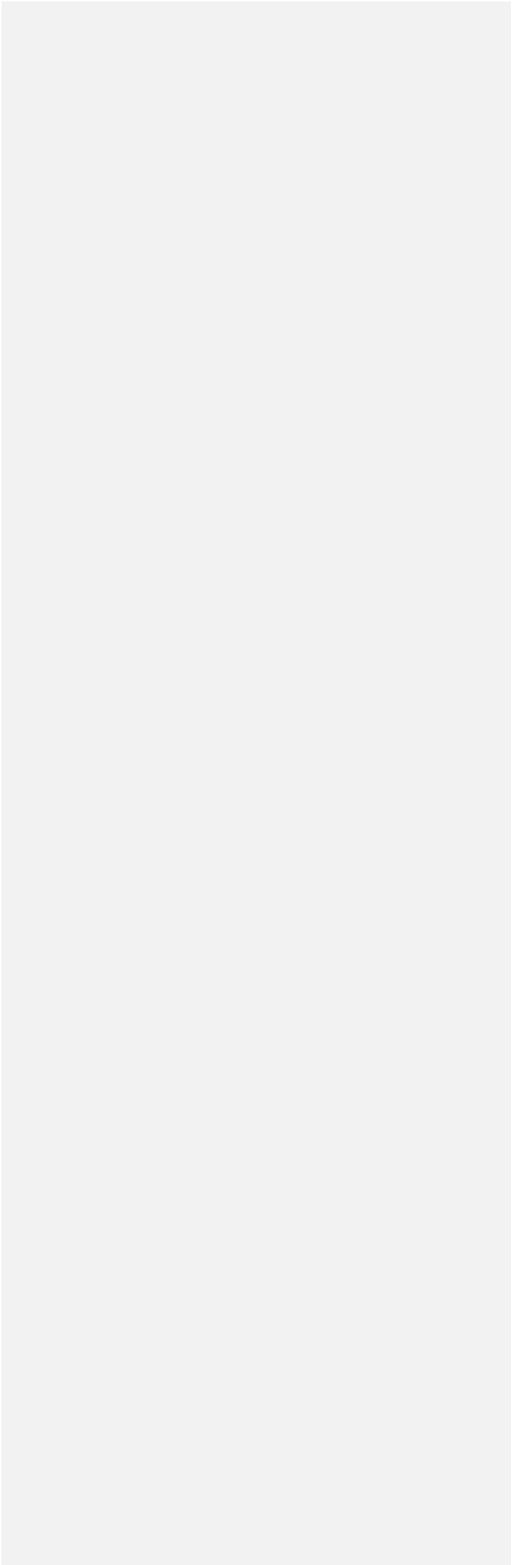
SIGNATURES

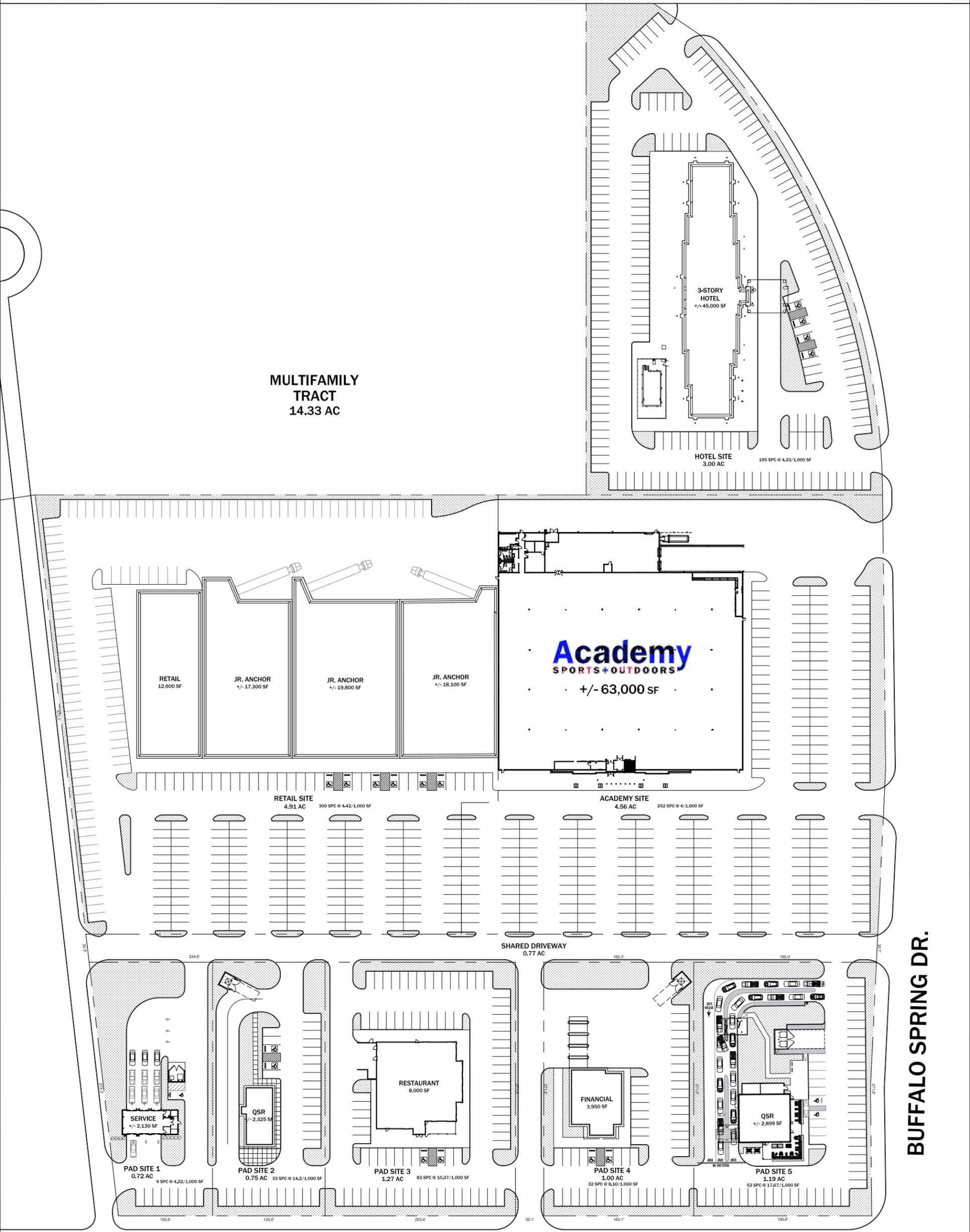
FOR City of Montgomery

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

\_\_\_\_\_  
FOR BCS Capital LLC

\_\_\_\_\_  
Jack Burgher, Partner



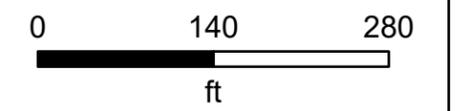


01 SITE PLAN - OPT 1  
SCALE: 1" = 30'-0"

**DRAFT** FT



- Legend**
- Proposed Pavement
  - Mountable Curb
  - Center Median
  - Proposed Divided Median
  - Tax Parcels



ArcGIS Web Map



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.



**Buffalo Springs Drive Extension and Roundabout**



**Engineer's Cost Estimate  
BCS Capital  
Buffalo Springs Dr. Improvements  
3/5/2025**

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b><u>UNIT A: REINFORCED CONCRETE PAVING</u></b>					
1	Move-in and start up, including all permits, performance, payment, and maintenance bonds	1	LS	\$ 39,000	\$ 39,000
2	Site Preparation (to rid the areas to be paved & filled of vegetation, debris, asphalt, concrete, and organic matter, including stripping existing topsoil where fill is proposed, stockpiling topsoil, replacing topsoil over filled areas and to provide positive drainage)	1	LS	13,000	13,000
3	Sawcut existing asphalt pavement	114	LF	16	1,900
4	Remove and dispose of existing asphalt pavement and base layers. All material removed shall become the property of the Contractor and shall be disposed of offsite in a legal manner.	5823	SY	12	69,900
5	Excavation of additional width.	2763	SY	12	33,200
6	Eight inch (8") thick reinforced concrete pavement performed in accordance with the City of Montgomery Standard Specifications, DES. CONT., Proof roll subgrade.	8586	SY	75	644,000
7	HMAC, Dense Graded Type "D" (3-Inch Thick) including tack coat, subgrade, complete in place.	144	SY	60	8,700
8	Eight inch (8") thick subgrade preparation performed in accordance with the City of Montgomery Standard Specifications, Complete in place.	8586	SY	5	43,000
9	Eight inch (8") thick subgrade stabilization performed in accordance with the City of Montgomery Standard Specifications, "Lime Stabilized Subgrade". (70 lbs per SY)	301	TON	374	112,400
10	Connect proposed concrete pavement to existing concrete via dowel and epoxy, complete in place	42	LF	6	300
11	Temporary traffic control devices as needed for the duration of the project, (flaggers, cones, etc.), per TMUTCD, includes installation, maintenance and removal, complete in place	1	LS	5,000	5,000
12	Remove and reset signage	1	EA	250	300
13	Remove signage	3	EA	250	800
14	Pavement striping	1	LS	20,000	20,000
15	Additional Signs	20	EA	250	5,000



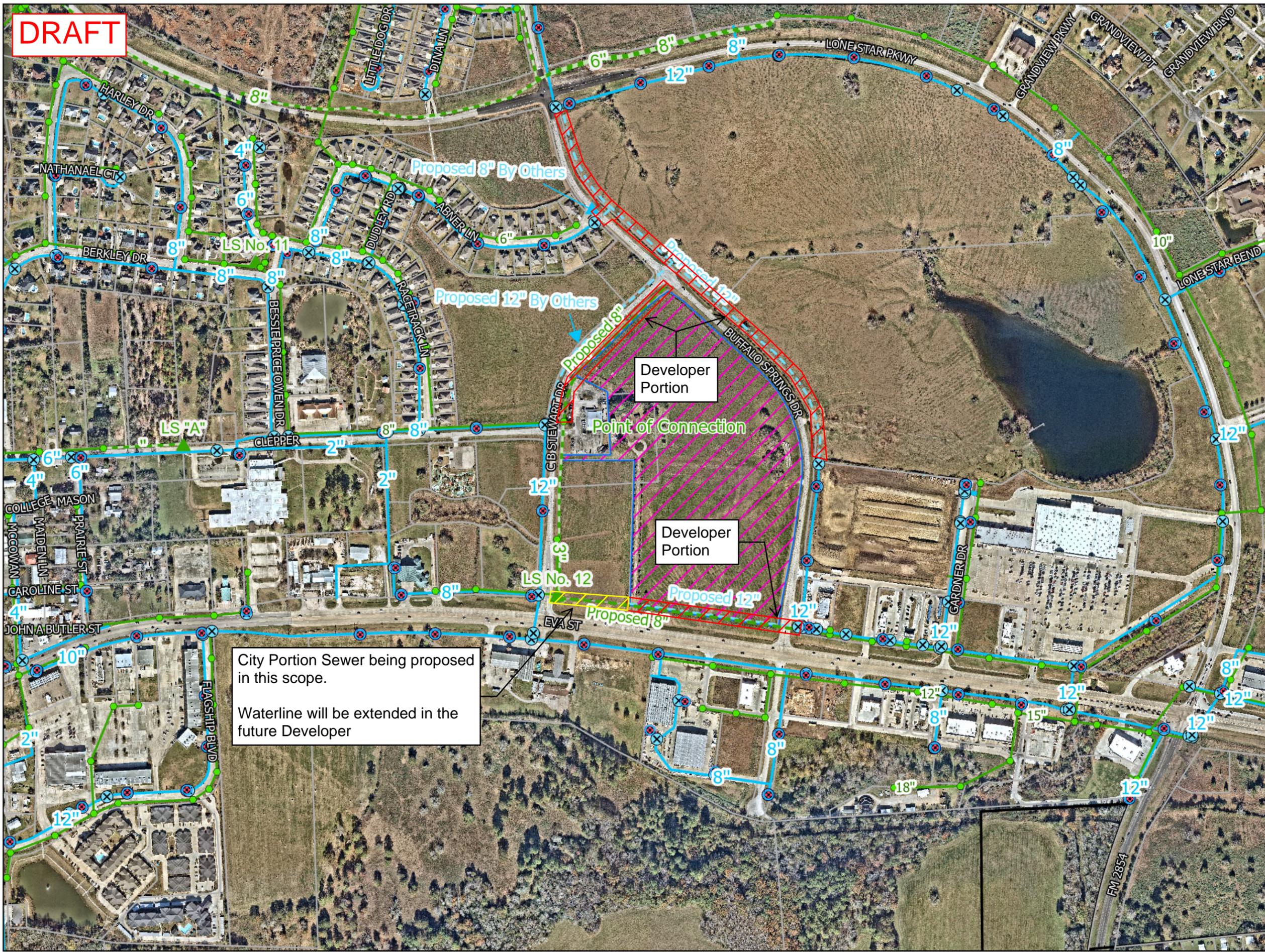
**Engineer's Cost Estimate  
BCS Capital  
Buffalo Springs Dr. Improvements  
3/5/2025**

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b><u>UNIT B: STORM WATER POLLUTION CONTROL</u></b>					
14	Hydromulch Seed all areas disturbed by construction (Spec. Item 4241)	12531	SY	1	12,600
15	Stabilized Construction Access (Spec. Item 4711)	1	EA	1,100	1,100
16	Enforcement of TPDES Requirements (Spec. Item TPDES General Requirements) and General Source Controls (Spec Item 4811). To include the maintenance of SWPPP for Duration of Paving Contract.	1	LS	4,000	4,000
17	Concrete Truck Washout Area	1	EA	1,620	1,700
18	Reinforced Filter Fabric Fence (Spec. Item 4311)	3126	LF	4	11,500
19	Rock Filter Dams	6	EA	\$ 1,100	\$ 6,600
				<b>Construction Subtotal</b>	\$ 1,034,000
				<b>Contingencies (20%)</b>	\$ 206,800
				<b>Engineering, Surveying, and Construciton Services (18%)</b>	\$ 223,400
				<b>Construciton Materials Testing (2%)</b>	\$ 24,900
				<b>TOTAL</b>	<b>\$ 1,489,100</b>

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 is not a proposal for engineering services but an estimate for planning purposes.

**DRAFT**



City Portion Sewer being proposed in this scope.

Waterline will be extended in the future Developer



- Legend**
- Tax Parcel
  - City ETJ
  - City Limits
  - Tract Boundary
- Water**
- Hydrant
  - Water Main Valve
  - Water Main
  - Proposed Water Main
- Sanitary Sewer**
- Sanitary Sewer Gravity Main
  - Proposed Gravity Main
  - Sanitary Sewer Manhole
  - Lift Station

## Exhibit C Utilities Layout

Feasibility Study





**Preliminary Cost Estimate  
BCS Capital  
City of Montgomery  
March 5, 2025**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
<b>General <sup>(4)</sup></b>					
1	Mobilization, Bonds, and Insurance	1	LS	\$ 20,000	\$ 20,000
2	Construction Staking	1	LS	2,500	2,500
3	Site Restoration	1	LS	6,500	6,500
4	Traffic Control Plan	1	LS	17,000	17,000
5	Trench Safety System	5509	LF	2	11,000
6	Storm Water Pollution Prevention Plan	1	LS	4,000	4,000
<b>Total General Costs</b>					<b>\$ 61,000</b>
<b>Waterline - Developer</b>					
7	12-Inch C900 PVC Waterline (via Open Cut Construction)	3324	LF	100	332,400
8	Additional Cost 16-Inch Steel Casing via Jack and Bore	75	LF	225	16,900
9	Fire Hydrants	8	EA	8,000	66,500
10	12-inch Wet Connect & Removal of Plug and Clamp	1	EA	2,000	2,000
11	12-inch Gate Valve	9	EA	5,000	45,000
12	2" Blowoff Valve and Box	1	EA	2,500	2,500
<b>Total Developer Costs</b>					<b>\$ 662,700</b>
<b>Sanitary Sewer - Developer</b>					
13	8" PVC Sanitary Sewer	1822	LF	80	145,800
14	4' Manhole	5	EA	10,000	45,600
15	Core into Existing Manhole	3	EA	2,000	6,000
<b>Total Developer Costs</b>					<b>\$ 662,700</b>
<b>Sanitary Sewer - City</b>					
16	8" PVC Sanitary Sewer	438	LF	80	35,000
17	Core into Existing Manhole	2	EA	2,000	4,000
<b>Total City Costs</b>					<b>\$ 39,000</b>
				Subtotal	\$ 762,700
				Contingencies (20%) <sup>(4)</sup>	\$ 153,000
				Engineering, Surveying, Construction Services (18%)	\$ 138,000
				Construction Material Testing (2%) <sup>(4)</sup>	\$ 16,000
<b>Total Construction Cost</b>					<b>\$ 1,070,000</b>
<b>City Pro-Rata Share Cost</b>					<b>\$ 58,000</b>
<b>Developer Pro-Rata Share Cost</b>					<b>\$ 1,012,000</b>

**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
- (3) This includes topographic survey, construction staking, construction materials testing, reproduction, advertising expenses,
- (4) Value owed by each party will be based on pro-rata share of the total linear footage of the proposed waterline extension.

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> 03/11/2025	<b>Budgeted Amount:</b> NONE
<b>Department:</b> Administration	<b>Prepared By:</b> WGA

**Subject**

Consideration and possible action on the acceptance of FM 1097 Sanitary Sewer Improvements and authorizing the Interim City Administrator to sign the Certificate of Acceptance, Certificate for Substantial Completion, and commencement of the 1-year warranty.

**Recommendation**

WGA recommends approval of the Certificate of Acceptance, Certificate of Substantial Completion, and entering into the 1- year warranty period as of 2/24/2025.

**Discussion**

The Engineer’s Memo is attached.

**Approved By**

City Secretary & Director of Administrative Services	Ruby Beaven	Date: 03.05.2025



## CERTIFICATE OF SUBSTANTIAL COMPLETION

March 3, 2025

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

Contractor: Mr. Emmanuel Lazo  
Bull-G Construction, LLC  
8519 Cedel Drive  
Houston, TX 77055

Re: FM 1097 Sanitary Sewer Improvements  
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 February 24, 2025.



Sincerely,

Sean Donahue, PE  
Construction Department Manager

(Professional Engineer Seal of Approval)

# CERTIFICATE OF ACCEPTANCE

March 3, 2025

Mr. Emmanuel Lazo  
Bull-G Construction, LLC  
8519 Cedel Drive  
Houston, TX 77055

Re: FM 1097 Sanitary Sewer Improvements  
City of Montgomery  
TIN No. 74-2063592

Mr. Lazo,

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, February 24, 2025.

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

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

- cc: Mr. Anthony Solomon – City of Montgomery, Interim City Administrator
- Ms. Corrine 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. Brent Schier – Schier Construction Company, Inc., Contractor
- Ms. Katherine Vu, PE – Ward, Getz, & Associates, LLC, City Engineer

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> March 11, 2025	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Administration	<b>Prepared By:</b> Ruby Beaven

**Subject**

Consideration and possible action on Wastewater Pump and Haul Service Agreement with JDS Old Plantersville Road LLC for the Redbird Meadow Development and authorizing the Mayor to execute the agreement.

**Recommendation**

Staff recommends approval of the Wastewater Pump and Haul Service Agreement and authoriz the Mayor to execute the agreement.

**Discussion**

The developer, JDS Old Plantersville Road LLC, intends to develop the Property as a residential development project and in order to effectively market and sell new homes to residents, Developer requests City to permit the construction of six (6) model homes.

The provision of water and wastewater service requires the construction of a Water Line and Force Main Project, as the term is defined in the Development Agreement, by the City.

The Developer has requested to be allowed to contract and make available wastewater collection, transportation, treatment, and disposal services to the Subdivision, by pump and haul, while the City completes the Water Line and Force Main Project with the capability of serving the Property.

The Developer has agreed to pay all of the costs of pump and haul service, including any fees or other charges paid or payable to the City’s operator, bookkeeper, attorney and/or engineer in connection with the preparation or administration of this Agreement.

**Approved By**

City Secretary & Director of Administrative Services	Ruby Beaven	Date: 03/05/2025
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**WASTEWATER PUMP AND HAUL SERVICES AGREEMENT  
(JDS Old Plantersville Road LLC)**

This Wastewater Pump and Haul Services Agreement (the "Agreement") is made and entered into, effective as of the \_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date") by and between the **City of Montgomery, Texas**, a Type A general law municipality (the "City") and **JDS Old Plantersville Road LLC**, a Texas limited liability company (the "Developer") for the provision of pump and haul wastewater services including collection, transportation, treatment, and disposal in accordance with all applicable City code provisions, ordinances, building codes, construction standards, and any other regulation properly adopted by the City, as may be amended. The City and Developer are hereinafter sometimes referred to as a "Party" and collectively as the "Parties." The Parties agree as follows:

**RECITALS**

**WHEREAS**, Developer owns approximately 208 acres of land located in Montgomery County, Texas, within the City limits of the City (the "Property"), which is subject to the Development Agreement between the City of Montgomery, Texas and Redbird Meadow Development, LLC dated May 10, 2022, as amended by the First Amendment thereto, effective August 8, 2023 (the "Development Agreement");

**WHEREAS**, Developer intends to develop the Property as a residential development project, as further described in the Development Agreement, and in order to effectively market and sell new homes to residents, Developer requests City to permit the construction of six (6) model homes (the "Subdivision");

**WHEREAS**, the provision of water and wastewater service requires the construction of a Water Line and Force Main Project, as the term is defined in the Development Agreement, by the City;

**WHEREAS**, Developer has requested that the Developer be allowed to contract and make available wastewater collection, transportation, treatment, and disposal services to the Subdivision, by pump and haul, while the City completes the Water Line and Force Main Project with the capability of serving the Property;

**WHEREAS**, Developer has agreed to pay all of the costs of pump and haul service, including any fees or other charges paid or payable to the City's operator, bookkeeper, attorney and/or engineer in connection with the preparation or administration of this Agreement (collectively, the "Developer Costs"); and

**WHEREAS**, the City and Developer desire to set forth, in this Agreement, the terms and conditions governing the provision of pump and haul wastewater service by the Developer to the Property.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**I. INCORPORATION OF RECITALS AND DEFINITIONS**

**1.01 RECITALS INCORPORATED.**

The above and forgoing recitals are incorporated herein and made a part of this Agreement for all purposes.

**1.02 DEFINITIONS.**

Capitalized terms used in this Agreement shall have the meanings set forth in this section, unless otherwise defined in this Agreement or in the Development Agreement, or unless the context clearly requires another definition.

"City Code" means the Code of Ordinances, City of Montgomery, Texas containing all development-related regulations including, but not limited to, zoning and land use, site and design standards, and historic preservation standards, as may be amended.

"City Council" means the City Council of the City.

"City Administrator" means the appointed official or his/her designated agent charged with directing the administration of the City.

"City Wastewater Improvements" means the Force Main Project required for the City to provide wastewater services to the Property.

"Contractor" means \_\_\_\_\_, a Texas limited liability company, that has or will contract with the Developer to provide pump and haul wastewater services to the Property, subject to City approval.

"Effective Date" means the date set forth in the first paragraph of this Agreement has been duly executed by the Parties.

"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.

"Property" means the approximate 208 acres of land located in Montgomery County, Texas, within the City limits of the City.

"Pump and Haul" means the method for the provision of Wastewater Services by the Developer or Contractor that utilizes the pumping of wastewater for vehicular transport to a point of disposal.

"Subdivision" means the six (6) model homes to be constructed by homebuilders within the Property, as shown on Exhibit A.

"Water and Wastewater Infrastructure Completion Period" means the period commencing upon the Effective Date of this Agreement and expiring on the completion and acceptance of the City Water and Wastewater Improvements both onsite and offsite.

"Wastewater Service(s)" means the collection, transportation, treatment, and disposal of wastewater from the Property.

**II. BUILDING PERMITS**

**2.01 ISSUANCE OF BUILDING PERMITS.**

The Developer may obtain building permits for the Subdivision until the expiration of the Water and Wastewater Infrastructure Completion Period, as defined above, subject to full compliance with the following terms and conditions:

- (a) Developer is in compliance with the terms and conditions of this Agreement.
- (b) All other conditions for issuance of a building permit as set forth in applicable local (as modified by this Agreement), state, or federal regulations have been met.

**2.02. SUSPENSION OF PUMP AND HAUL SERVICES.**

In the event that at any time the conditions in Section 2.01 or any other provision of this Agreement are not met, this Agreement shall terminate immediately along with the Developer's right to Pump and Haul wastewater disposal from the Subdivision.

**III. WASTEWATER SERVICES**

**3.01 PUMP AND HAUL SERVICE PROVIDED**

Developer shall demonstrate to the City that the Developer has a current contract with a Pump and Haul provider that meets the requirements of this Agreement within three (3) business days of the Effective Date of this Agreement. The Developer, at its sole cost and expense, shall cause wastewater from the Subdivision to be Pumped and Hauled and disposed of in a manner that is compliant with applicable local, state, and federal regulations, and that does not result in any spills, leaks, or detriment to the public health, safety or welfare, until such time that the City Wastewater Improvements are completed and operational. The Pumping and Hauling shall occur when the wet well at onsite lift station (City of Montgomery Lift Station No. 16) reaches the Flowline Elevation (which is 265.00' or approximately 38% full), or every sixteen (16) days, whichever occurs first. Upon completion of the City Wastewater Improvements by the City and upon confirmation that the Wastewater Improvements are fully operational, the City agrees to make available Wastewater Service to the Property.

**3.02 PUMP AND HAUL PROVIDER.**

- (a) Written approval by the City Administrator of the Contractor is required, which approval shall not be unreasonably withheld, conditioned or delayed.

- (b) The Developer shall further maintain with the City Administrator and City engineer at all times the Contractor’s current contact information and designated representatives who are available twenty-four (24) hours a day to respond to complaints or issues related to wastewater disposal.
- (c) The Developer further agrees that the Contractor shall have the facilities necessary to dispose of the wastewater from the Subdivision.
- (d) The Developer agrees that at no time will City wastewater facilities be used for Pump and Haul wastewater disposal from the Subdivision.

**3.03 RECORDS.**

The Developer shall make commercially reasonable efforts to cause the Contractor to maintain complete records of the Pump and Haul service provided, and the Developer shall maintain with the City Administrator and City Engineer a copy of any reports required by applicable state and federal regulations, related to providing Pump and Haul services.

**3.04 TRANSITION OF SERVICES.**

The City and Developer shall reasonably cooperate to smoothly transition wastewater service from the Developer to the City upon completion of the City Wastewater Improvements.

**IV. THIRD-PARTY INSPECTOR AND WATER SERVICES**

**4.01 THIRD-PARTY INSPECTOR AND WATER SERVICES.**

Upon execution of this Agreement, Developer shall retain a third-party inspector, with approval by the City Administrator, to be present on-site at all times while construction operations are underway in the Subdivision to prevent theft of City owned water. City agrees to authorize a meter to be connected temporarily to a fire hydrant during construction operations in lieu of installing a temporary service line until the expiration of the Water and Wastewater Infrastructure Completion Period. **Exhibit A** depicts the location of the meter for temporary connection. Developer assumes responsibility for the safekeeping of the meter, fitting, and fire hydrant. Developer agrees to pay the charges set out in the City fee or charge schedule.

**V. DEVELOPER DEPOSIT ESCROW**

**5.01 DEVELOPER DEPOSIT ESCROW.**

Upon execution of this Agreement, Developer shall deposit a lump sum of Fifty Thousand and No/100 Dollars (\$50,000.00) as a surety, in the event Developer fails to comply with any term or condition of this Agreement. After the expiration of the Wastewater Infrastructure Completion Period, any deposit monies remaining shall be refunded to Developer.

**VI. INSURANCE AND INDEMNIFICATION**

**6.01 INSURANCE.**

Developer or the Contractor selected by Developer to provide Pump and Haul services under this Agreement shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services as required by this Agreement. All Certificates of Insurance and endorsements shall be furnished to the City at the time of execution of the Agreement with the Contractor or within ten (10) days from the Effective Date of this Agreement.

**a. INSURANCE POLICIES REQUIRED:**

(1) General Commercial Liability Coverage - Minimum of \$1,000,000.00 per occurrence for bodily injury and property damage; \$2,000,000.00 aggregate.

(2) Business Automobile Liability Coverage - Minimum combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage.

(3) Umbrella/Excess Liability Coverage - Minimum of not less than \$1,000,000.00.

i. General Requirements Applicable to Policies.

1. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.

2. Developer will request that each insurance policy be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Montgomery, Texas.

3. Upon request, certified copies of all insurance policies shall be furnished to the City of Montgomery, Texas.

4. The City of Montgomery, Texas, is to be added as an "Additional Insured" to the General Commercial Liability Policy and the Umbrella/Excess Liability Policy. The coverage shall contain no special limitations on the scope of protection afforded to the City.

**b. ENFORCEMENT ACTIONS.**

In the event that the EPA, TCEQ, or any governmental authority issues any form or order or penalty for violations of applicable law resulting from the Pump and Haul services provided under this Agreement, the Developer shall be responsible for payment of said penalties within the time required under the order or applicable law.

**VII. REPRESENTATIONS AND WARRANTIES**

**7.01 DEVELOPER**

Developer warrants and represents the following:

- (a) Developer is a duly organized entity validly existing and in good standing under the laws of Texas with proper authority to execute this Agreement and perform the obligations presented;
- (b) Performance under this Agreement will not result in any breach of or constitute any default under, any agreement or other instrument to which Developer is a party or by which Developer may be bound;
- (c) Developer has not received written notice and has no actual knowledge of any litigation pending or threatened that may adversely affect the Developer's ability to perform its obligations under this Agreement; and
- (d) This Agreement constitutes a legal, valid, and binding obligation of the Developer enforceable in accordance with its terms.

**7.02 CITY**

The City warrants and represents the following:

- (a) The City is a Type A general law municipality with full right and authority to enter into this Agreement and perform the obligations presented;
- (b) Performance under this Agreement will not result in any breach of or constitute any default under, any agreement or other instrument to which the City is a party or by which the City may be bound; and
- (c) This Agreement constitutes a legal, valid, and binding obligation of the City enforceable in accordance with its terms.

**VIII. TERM**

**8.01 TERM OF AGREEMENT.**

This Agreement shall be effective upon the Effective Date and shall expire on the completion and acceptance of the City Wastewater Improvements. Any payment obligations of Developer that accrue prior to termination of this Agreement shall survive termination.

**IX. DEFAULT, RESERVATION OF RIGHTS, ATTORNEY'S FEES, AND WAIVER**

**9.01 DEFAULT.**

Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of three (3) business days after receipt by such Party of written notice of default from the other Party. Upon the passage of three (3) business days after receipt of written notice of default without cure of the default, such Party shall be deemed to have defaulted for

purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the three (3) business day period, the defaulting Party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than ten calendar (10) days. In the event of default, the non-defaulting Party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the Development Standards. The City may terminate this Agreement if the Developer fails to cure a default within the period required by this Section.

**9.02 RESERVATION OF RIGHTS.**

To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws, and neither Party waives any legal right or defense available under law or in equity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or its officers and employees, and neither the City, nor its officers and employees waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

**9.03 ATTORNEY'S FEES.**

A Party shall not be liable to the other Party for attorney fees or costs incurred in connection with any litigation between the Parties, in which a Party seeks to obtain a remedy from the other Party, including appeals and post judgment awards.

**9.04 WAIVER.**

Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that Party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

**X. MISCELLANEOUS**

**10.01 NOTICES**

Any notice to be given hereunder by any Party to another Party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

**City:**

City of Montgomery  
Attn: City Administrator  
101 Old Plantersville Rd  
Montgomery, TX 77316

**With copy to:**

Johnson Petrov LLP  
Attn: Alan Petrov, Managing Partner  
2929 Allen Parkway, Suite 3150  
Houston, Texas 77019

**Developer:**

JDS Old Plantersville Road LLC  
5005 Riverway Dr., Suite 500  
Houston, Texas 77056

**With copy to:**

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

Any Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

**10.02 ASSIGNMENT.**

Developer’s rights and obligations under this Agreement may not be assigned by Developer.

**10.03 AGREEMENT AMENDMENT.**

This Agreement may not be amended except by the mutual written agreement of the Parties that is signed by all the Parties and dated subsequent to the date hereof. The Parties understand and agree that all amendments are subject to final approval by the City Council of the City.

**10.04 NO THIRD-PARTY BENEFICIARIES.**

This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for

such default must be made by the Owner.

#### **10.05 BINDING NATURE OF AGREEMENT.**

This Agreement shall bind and inure to the benefit of the Parties and their permitted successors and assigns.

#### **10.06 ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof. To the maximum extent permitted under the law, no terms shall be implied by operation of law or otherwise. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written.

#### **10.07 FORCE MAJEURE.**

10.07.1 The term "force majeure" as employed herein shall mean and refer to acts of God (which includes natural disasters); strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; pandemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the Party claiming such inability.

10.07.2 If, by reason of force majeure, any Party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such Party shall give written notice of the full particulars of such force majeure to the other Party within ten (10) days after the occurrence thereof. The obligations of the Party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

10.07.3 It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the Party having the difficulty.

#### **10.08 GOVERNING LAW AND VENUE.**

This Agreement, and all rights and obligations of the Parties hereto, shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of conflict of law provisions. Venue of any suit brought under this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas. Parties irrevocably waive any objection to personal jurisdiction on *forum non conveniens*.

#### **10.09 SEVERABILITY.**

Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

**10.10 SURVIVAL.**

The following sections and provisions shall survive expiration, termination, or rescission of this Agreement: Indemnification, Claims and Release, and Liability of City Employees.

**10.11 COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute one and the same Agreement.

**10.12 INTERPRETATION, TERMS AND DATES.**

References made in the singular shall be deemed to include the plural and the masculine shall be deemed to include the feminine or neuter. If any date for performance of an obligation or exercise of a right set forth in this Agreement falls on a Saturday, Sunday or State of Texas holiday, such date shall be automatically extended to the next day which is not a Saturday, Sunday or State of Texas holiday.

**10.13 NO JOINT VENTURE.**

The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the city pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

**10.14 LIABILITIES OF CITY EMPLOYEES.**

To the extent permitted by State law, neither the City, any City agent or representative, nor any public official or employee shall be personally responsible for any liability arising under or related to this Agreement. This Agreement imposes no personal liability upon the City, any of its officers, employees, or agents.

### 10.15 MUTUAL ASSISTANCE.

The City and Developer shall do all things reasonably necessary and appropriate to perfect the terms of this Agreement including, but not limited to, aiding and assisting each other in carrying out such terms and provisions to render each Party in the economic condition contemplated by this Agreement.

### 10.16 CLAIMS AND RELEASE.

10.16.1 Claims. If the City notifies Developer or Owner of any claim, Developer and Owner shall assume on behalf of the City and conduct with due diligence and in good faith the investigation and defense thereof and the response thereto with counsel selected by Developer and Owner but reasonably satisfactory to the City; provided, that City has the right to be represented by advisory counsel of their own selection and at their own expense; and provided further, that if any such claim involves Developer or Owner and the City, and the City has been advised in writing by counsel that there may be legal defenses available to it which are inconsistent with those available to Developer or Owner, then City has the right to select separate counsel to participate in the investigation and defense of and response to such Claim on City's own behalf, and Developer shall pay or reimburse the City for all reasonable legal fees and costs incurred by the City because of the selection of such separate counsel.

10.16.2 Release. Other than to the extent caused by a City Event of Default, Developer and Owner hereby release the City with respect to all Claims regarding any alleged, established or admitted negligent or wrongful act or omission of the City, the Corporation or any agents, contractors, representatives or employees of the City, INCLUDING ALL CLAIMS CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF THE CITY but excluding Claims to the extent caused by the gross negligence or willful misconduct of the City. The provisions of this Section will survive the expiration or earlier termination of this Agreement.

### 10.17 INDEMNIFICATION.

**DEVELOPER SHALL SAVE AND HOLD HARMLESS THE OTHER PARTY (THE "INDEMNIFIED PARTY") AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, ATTORNEYS, AND FROM ALL CLAIMS AND LIABILITIES DUE TO ACTIVITIES PERFORMED UNDER THIS CONTRACT BY THE INDEMNIFYING PARTY, ITS OFFICERS, AGENTS, ATTORNEYS, OR EMPLOYEES, WHICH ARE CAUSED BY OR RESULT FROM THE NEGLIGENT, GROSSLY NEGLIGENT, RECKLESS, KNOWING, OR INTENTIONAL ERROR, OMISSION, OR ACT OF THE INDEMNIFYING PARTY OR ANY PERSON EMPLOYED BY OR CONTRACTED WITH THE INDEMNIFYING PARTY OR UNDER THE INDEMNIFYING PARTY'S CONTROL. THE INDEMNIFYING PARTY SHALL ALSO DEFEND AND SAVE AND HOLD THE INDEMNIFIED PARTY HARMLESS FROM ANY AND ALL EXPENSES, INCLUDING REASONABLE WITNESS, LITIGATION CONSULTANT AND ATTORNEY'S FEES AND EXPENSES THAT MAY BE INCURRED BY THE**

**INDEMNIFIED PARTY IN LITIGATION OR OTHERWISE DEFENDING CLAIMS OF LIABILITIES WHICH MAY BE IMPOSED ON THE INDEMNIFIED PARTY AS A RESULT OF SUCH ACTIVITIES INCLUDING FAILURES TO ACT COVERED BY THIS SECTION 10.17. THE INDEMNIFYING PARTY SHALL NOT SETTLE OR COMPROMISE ANY CLAIM COVERED BY THIS SECTION 10.17 WITHOUT THE WRITTEN CONSENT OF THE INDEMNIFIED PARTY. THE INDEMNIFIED PARTY MUST APPROVE ANY ATTORNEYS SELECTED BY THE INDEMNIFYING PARTY TO DEFEND ANY CLAIM COVERED BY THIS SECTION 10.17, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD. THE INDEMNIFIED PARTY MAY AT NO EXPENSE TO THE INDEMNIFYING PARTY RETAIN ADDITIONAL ATTORNEYS TO REPRESENT THE INDEMNIFIED PARTY AS TO ANY CLAIM COVERED BY THIS SECTION 10.17.**

**10.18. GOVERNMENTAL CONTRACT CERTIFICATIONS.**

(a) Boycott Israel Certification. For purposes of Chapter 2270 of the Texas Government Code, at the time of execution and delivery of the Agreement, neither the Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer or Owner, boycotts Israel. The Developer agrees that, except to the extent otherwise required by applicable federal law, including, without limitation, 50 U.S.C. Section 4607, neither the Developer, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Developer will boycott Israel during the term of the Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this clause has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code.

(b) Terrorist Organization Certification. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code, at the time of execution and delivery of the Agreement, neither the Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Developer, (i) engages in business with Iran, Sudan or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" as used herein has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

(c) Energy Companies Certification. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the

company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or  
(B) does business with a company described by the preceding statement in (A).

(d) Firearms Certification. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

(e) Disclosure of Interested Parties. Developer and Owner acknowledge that Texas Government Code Section 2252.908 ("Section 2252.908") requires business entities entering into a contract with a local government entity such as the Developer and Owner to complete a FORM 1295 promulgated by the TEC (which is available on the TEC website at <https://www.ethics.state.tx.us/forms/1295.pdf>) and to file it electronically with the TEC before the time the business entity executes and submits the contract to the local governmental entity. Developer and Owner confirm that they have reviewed Section 2252.908, electronically filed a FORM 1295 with the TEC, and has provided the Owner with a completed FORM 1295 and certification of filing generated by the TEC's electronic filing application, as required by Section 2252.908.

**[SIGNATURE PAGES FOLLOW]**

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY:**

**City of Montgomery, Texas,**  
a Type A general law city

By: \_\_\_\_\_  
Name: Sarah Countryman  
Title: Mayor

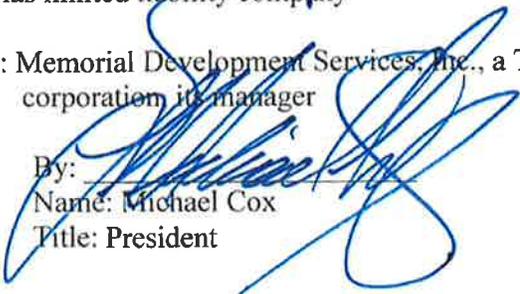
**ATTEST:**

By: \_\_\_\_\_  
Name: Ruby Beaven  
Title: City Secretary

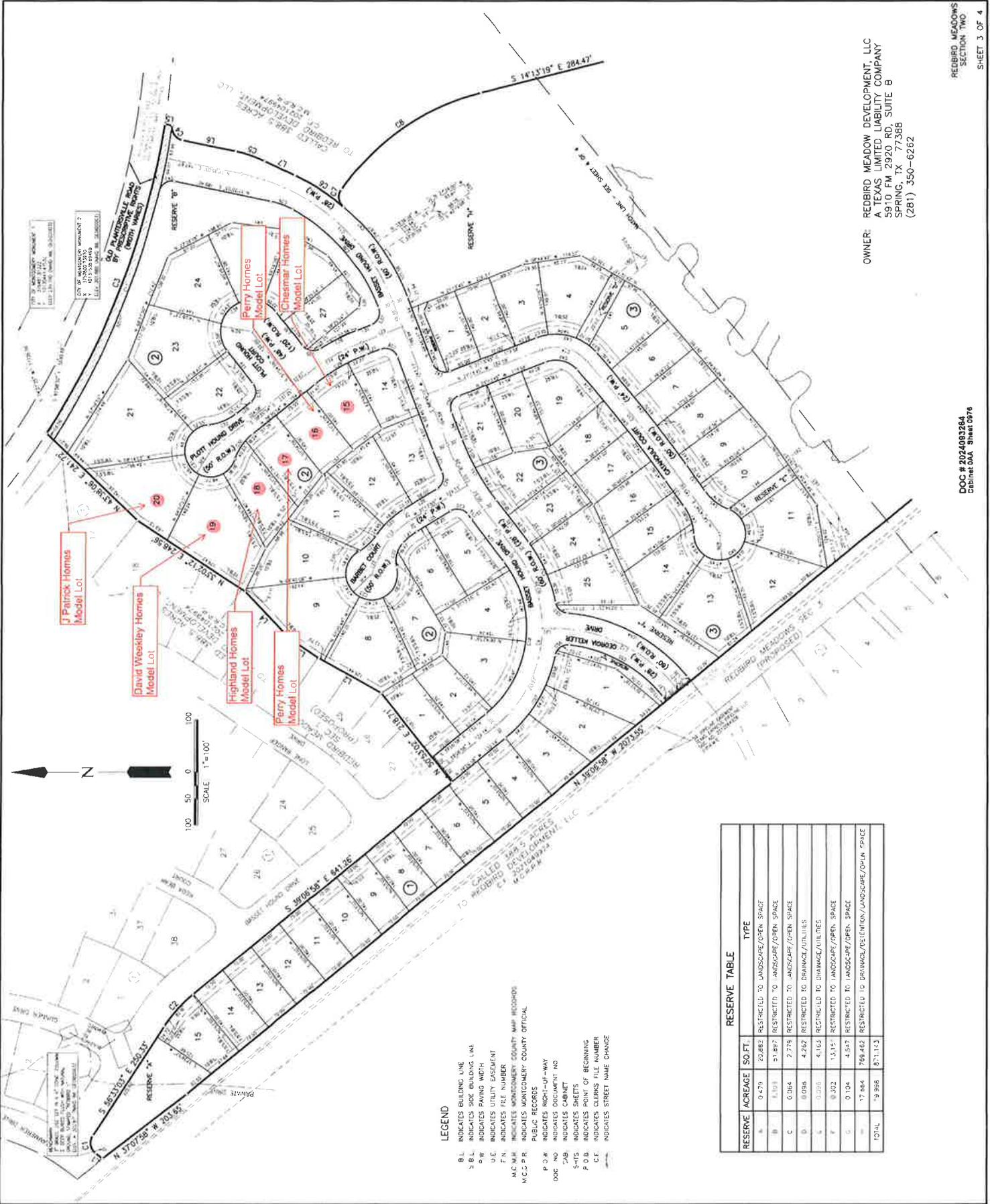
**DEVELOPER:**

**JDS Old Plantersville Road LLC,**  
a Texas limited liability company

By: Memorial Development Services, Inc., a Texas  
corporation its manager

By:   
Name: Michael Cox  
Title: President

**EXHIBIT A**



**LEGEND**

- B.L. INDICATES BUILDING LINE
- S.B.L. INDICATES SIDE BUILDING LINE
- P.W. INDICATES PAVING WIDTH
- U.E. INDICATES UTILITY EASEMENT
- F.N. INDICATES FILE NUMBER
- M.C.M. INDICATES MONTGOMERY COUNTY MAP RECORDS
- M.C.C.P.R. INDICATES MONTGOMERY COUNTY OFFICIAL PUBLIC RECORDS
- P.O.W. INDICATES RIGHT-OF-WAY
- DOC NO. INDICATES DOCUMENT NUMBER
- C.A.B. INDICATES CABINET
- S-TS INDICATES SHEETS
- P.O.B. INDICATES POINT OF BEGINNING
- C.F. INDICATES CLERKS FILE NUMBER
- INDICATES STREET NAME CHANGE

RESERVE TABLE		
RESERVE	ACREAGE	SO.FT. TYPE
A	0.479	22.882' RESTRICTED TO LANDSCAPE/OPEN SPACE
B	1.191	51.887' RESTRICTED TO LANDSCAPE/OPEN SPACE
C	0.064	2.774' RESTRICTED TO LANDSCAPE/OPEN SPACE
D	0.098	4.262' RESTRICTED TO DRAINAGE/UTILITIES
E	0.056	4.162' RESTRICTED TO DRAINAGE/UTILITIES
F	0.022	1.315' RESTRICTED TO LANDSCAPE/OPEN SPACE
G	0.104	4.557' RESTRICTED TO LANDSCAPE/OPEN SPACE
H	17.864	789.462' RESTRICTED TO DRAINAGE/RETENTION/LANDSCAPE/OPEN SPACE
TOTAL	9.998	871.143

OWNER: REDBIRD MEADOW DEVELOPMENT, LLC  
 A TEXAS LIMITED LIABILITY COMPANY  
 5910 FM 2920 RD., SUITE B  
 SPRING, TX 77368  
 (281) 350-6262

REDBIRD MEADOWS  
 SECTION TWO  
 SHEET 3 OF 4

DOC # 2024083284  
 Cabinet 0AA Sheet 0376

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date: March 11, 2025</b>	<b>Budgeted Amount: \$10,000.00</b>
<b>Department: Public Works</b>	<b>Prepared By: Mike Muckleroy</b>

**Subject**

Consideration and possible action regarding approving expenses for repairs to playground equipment at Cedar Brake Park.

**Recommendation**

Approve the expenses as presented in the amount of \$13,672.90 to Lone Star Recreation.

**Discussion**

Several repairs are needed to the playground equipment at Cedar Brake Park. Lone Star Recreation is the Houston area distributor of Landscape Structures brand of park equipment which is what Cedar Brake has. The pricing is through Buy Board so we meet all legal requirements on competitive bidding processes. This line item only has \$10,000 for the year therefore the expense has to receive Council approval. I have spoken to the finance department about this item and there is funding available for the difference being requested.

**Approved By**

Public Works Director	Mike Muckleroy	Date: 03/04/2025
Interim City Administrator	Anthony Solomon	Date: 03/04/2025



**Lone Star Recreation of Texas, LLC.**

10701 Corporate Drive Suite 390  
Stafford, TX 77477

Phone: 281-970-9010

**PROPOSAL**

**Quote # 12555-02**

Page 1 of 2

**Date:** 2/12/2025  
**Proposal Expires:** 3/14/2025

**Contact:** Eric Standifer  
**Company:** City of Montgomery  
**Phone:** 936-524-1234  
**Email:** estandifer@ci.montgomery.tx.us

**Terms**  
INCO Terms: F.O.B. Manufacturing Plant  
Estimated Mfg. Lead Time: TBD  
Payment Terms:  
**Equipment:** 30% Deposit; 70% N30 from Shipment  
**Installation:** N30 from Completion

**Ship To:** Landscape Structures, Inc.  
Certified Installer

**Bill To:** City of Montgomery  
557 Shepperd Street  
Montgomery, TX 77356

**Proposal Prepared By**  
**Contact:** Harrison Edwards  
**Phone:** 281-970-9010  
**Email:** Harrison.Edwards@LoneStarRecreation.com

**Installation Site:** Cedar Brake Park  
557 Shepperd St  
Montgomery, TX 77356

**Sales**  
**Contact:** Harrison Edwards  
**Phone:** 281-970-9010  
**Email:** Harrison.Edwards@LoneStarRecreation.com

**Design Number:** 1190428-01-02

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED AMT
<b>Ramp Bridge - A</b>				
1	150862	BRIDGE/RAMP PLANK PVC	\$ 2,951.00	\$ 2,951.00
1	151570	HDW PKG BRIDGE/RAMP	\$ 36.20	\$ 36.20
4	129396	CURB RAMP/BRDG PB/PV	\$ 149.40	\$ 597.60
1	106692	HDW PKG RAMP CURB COMPL	\$ 113.30	\$ 113.30
<b>ClatterBridge - B</b>				
2	132208	ATCH BRKT CBRDG	\$ 870.40	\$ 1,740.80
24	118959	PL CONN CBRDG PNT	\$ 10.70	\$ 256.80
1	133310	HDW CLATTERBRIDGE 123i	\$ 324.50	\$ 324.50
<b>Store Front Panel - C</b>				
1	109038	STORE COUNTER PBPV	\$ 170.00	\$ 170.00
1	188683	HDW PKG STORE COUNTER TOP	\$ 118.50	\$ 118.50
<b>Wire Barrier - D</b>				
1	132760	WIRE BARRIER PB/PV	\$ 715.90	\$ 715.90
2	128824	90* ATCH BRACKET PNT	\$ 33.20	\$ 66.40
1	132739	HDW PKG ABOVE DK BARR PB	\$ 53.70	\$ 53.70
<b>Triangle TenderDeck - E</b>				
1	PB111231A-001	Triangular Tenderdeck	\$ 1,091.80	\$ 1,091.80
<b>Transfer Deck Handhold - F</b>				
1	296964	TRANS RH HANDHOLD PVC, Brown	\$ 304.90	\$ 304.90
1	153169	HDW PKG HANDBAR TRANS DK	\$ 16.30	\$ 16.30
2	100196	BHCS 6LP 3/8x7/8i SST	\$ 2.20	\$ 4.40
2	100365	WASHER FLAT SAE 3/8i SST	\$ 0.50	\$ 1.00
<b>Swing Hardware</b>				
2	132634	HDW PKG (2) DOUBLE CLEVIS	\$ 80.40	\$ 160.80
1	100685	KEY HEX TPP 5/16i	\$ 3.90	\$ 3.90

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

SUBTOTAL \$ 8,727.80

Accepted by Customer \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ PO/Ref. # \_\_\_\_\_ Title \_\_\_\_\_

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

Individual line items invoiced according to Schedule of Payments. Freight charges will be included with initial invoice.

Tax Exemption Certificate must be supplied with order if applicable

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

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

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

LSRT Terms and Conditions apply unless Subcontract is on file.



**Lone Star Recreation of Texas, LLC.**

10701 Corporate Drive Suite 390  
Stafford, TX 77477

Phone: 281-970-9010

**PROPOSAL**

**Quote # 12555-02**

Page 2 of 2

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**Company:** City of Montgomery  
**Phone:** 936-524-1234  
**Email:** estandifer@ci.montgomery.tx.us

**Ship To:** Landscape Structures, Inc.  
Certified Installer

**Bill To:** City of Montgomery  
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Montgomery, TX 77356

**Installation Site:** Cedar Brake Park  
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Montgomery, TX 77356

**Design Number:** 1190428-01-02

**Date:** 2/12/2025  
**Proposal Expires:** 3/14/2025

**Terms**  
**INCO Terms:** F.O.B. Manufacturing Plant  
**Estimated Mfg. Lead Time:** TBD  
**Payment Terms:**  
**Equipment:** 30% Deposit; 70% N30 from Shipment  
**Installation:** N30 from Completion

**Proposal Prepared By**  
**Contact:** Harrison Edwards  
**Phone:** 281-970-9010  
**Email:** Harrison.Edwards@LoneStarRecreation.com

**Sales**  
**Contact:** Harrison Edwards  
**Phone:** 281-970-9010  
**Email:** Harrison.Edwards@LoneStarRecreation.com

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED AMT
<b>Driver Panel Hardware</b>				
1	100686	BIT HEX SOCKET TPP 5/16i	\$ 2.10	\$ 2.10
2	100353	FLG NUT 6LP 3/8-16 SST	\$ 3.00	\$ 6.00
2	100195	BHCS 6LP 3/8x5/8i SST	\$ 1.80	\$ 3.60
<b>Wire Barrier Hardware</b>				
1	117942	HDW PKG WIRE BARRIER	\$ 30.00	\$ 30.00
<b>Swing Post Hardware</b>				
1	147472	HDW PKG 2-LEG BELT SWING	\$ 51.20	\$ 51.20
<b>Wave Slide Hardware</b>				
2	100292	BHCS 6L LTHD 3/8x1-1/4SST	\$ 2.40	\$ 4.80
2	100362	WASHER FLAT 3/8i SST	\$ 0.60	\$ 1.20
<b>Swing Chains and Seat</b>				
1	128842	BELT SWING SEAT	\$ 123.60	\$ 123.60
2	132635	HDW PKG (2) BOLT LINKS	\$ 42.40	\$ 84.80
2	174404	CHN 3/16 P30 X 67-13/16i LG	\$ 35.50	\$ 71.00
1	INSTALLATION	Installation of Landscape Structures equipment referenced above by Manufacturer Trained and Certified CPSI Installer w/ 12 month labor warranty	\$ 4,098.00	\$ 4,098.00

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

Accepted by Customer \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ PO/Ref. # \_\_\_\_\_ Title \_\_\_\_\_

EQUIPMENT	\$	9,106.10
INSTALLATION	\$	4,098.00
FREIGHT	\$	1,129.00
BUYBOARD #679-22	\$	(660.21)
SALES TAX		EXEMPT
<b>TOTAL</b>	<b>\$</b>	<b>13,672.90</b>

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

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Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> 03/11/2025	<b>Budgeted Amount:</b>
<b>Department:</b> MEDC	<b>Prepared By:</b> Stephanie Johnson

**Subject**

Consideration and possible action of a proposed city marketing logo and the official seal

**Recommendation**

To approve or deny city marketing logo.

# Montgomery City Council AGENDA REPORT

## Discussion

### November 2024 Discussion

The discussion covered marketing downtown and the licensing of the city trademark and logo. There were many conversations about "The Birthplace of the Texas Flag" and the various city logos on file, including multiple versions of the flag, the GOAT, the seal, and others. Palmer mentioned that most of these were old JPEG files.

Additionally, there was a recognized need for a graphic artist to design a new logo and provide it in all necessary formats for projects of various sizes, from small to large. Palmer noted that, as a city, we are required to obtain three quotes for this service.

### December 2024 Discussion

President Angelo highlighted that MEDC was looking to create a branding initiative to rebrand the city's logos and develop merchandise that captured the trademark for "The Birthplace of Montgomery" or "The Birthplace of the Texas Flag."

President Angelo explained that he was tasked with finding a graphic design group capable of rebranding the city's logos, Ayesha Ahmed, has done a phenomenal job with rebranding Round Rock Texas, her proposal shows her capabilities and happens to be the most reasonable with a bid price of \$1,500.

Secretary Londeen inquired about coming back with a contract. President Angelo said yes there would be a contract but stated he really did not want to wait another month

### January 2025 Discussion

The logo was not available in time for the agenda. President Angelo stated that until a contract is signed with the company, there is no official agreement. He confirmed that the price for the entire package was \$1,000 and offered to fund it temporarily, requesting reimbursement if approved.

Board Member Olson noted that the logo needs to be approved by MEDC and must go through council since it serves as the official seal of representation. The City Secretary suggested bringing the matter back on the next agenda for approval to proceed with the council.

Three draft logos were presented to staff for comment. Of the three one was preferred.

February, President Angelo stated the newly presented logo would be for all marketing, collateral, signage, and promotional materials, while the official City Seal will remain unchanged as the official seal of Montgomery. Additionally, a refined version of the City Seal will be developed to enhance clarity and ensure consistency across official documents.

Based on the information provided members can consider the options moving forward.

## Approved By

City Secretary & Director of Administrative Services	Ruby Beaven	Date: 03/04/2025
Interim City Administrator & Police Chief	Anthony Soloman	Date: 03/04/2025

City of Montgomery logo | identity

PRIMARY LOGO



COLOR PALETTE



C106 M91 Y29 K22 C16 M100 Y86 K8 C0 M0 Y0 K0 C0 M0 Y0 K40

SECONDARY MARKS

TAGLINE



INVERSE



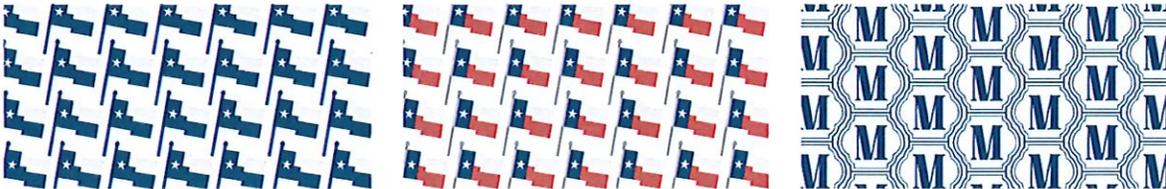
SUB-MARK



ELEMENTS



PATTERNS

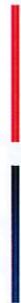


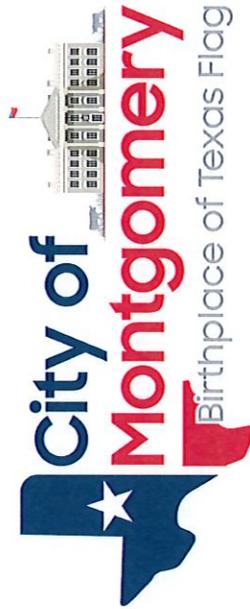






It is a long established fact that a reader will be distracted by the readable content of a page when looking at its layout. The point of using Lorem Ipsum is that it has a more-or-less normal distribution of letters, as opposed to using 'Content here, content here', making it look like readable English.





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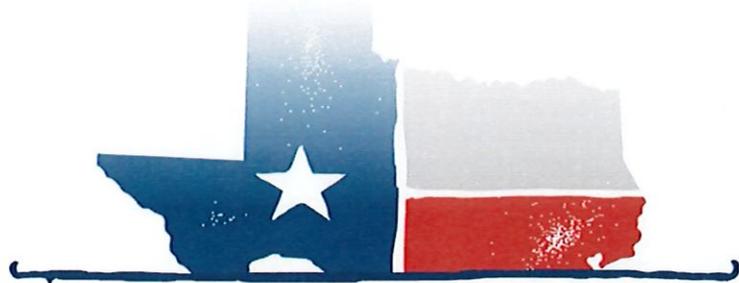


# City of Montgomery-R1-01

JPG - 474 KB



NO FADING AS WILL  
NEED TO BE EMBROIDABLE



## CITY OF MONTGOMERY

INSTEAD OF STARS ADD  
EST. 1837



SHOULD SAY  
BIRTHPLACE OF THE TEXAS FLAG

BLUE PALETTE  
C-100 M-91 Y-29 K-22

RED PALETTE  
C-16 M-100 Y-86 K-8

will be distracted by the readability of a page  
-le... n of... to usi  
like readable Engl...





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# CITY OF MONTGOMERY





?



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# GRAPHICS BID ANALYSIS

CITY OF MONTGOMERY RE-BRANDING INITIATIVE  
12/17/2024

---



## SCOPE OF WORK

**THE PROJECT'S SCOPE IS A COMPLETE LOGO KIT THAT WORKS ON ALL PLATFORMS, INCLUDING MERCH. WE HAVE THE TRADEMARK "BIRTHPLACE OF THE TEXAS FLAG," WHICH WILL BE LICENSED TO A WHOLESALER FOR ALL MERCHANDISING TO SELL COFFEE MUGS, T-SHIRTS, AND OTHER POPULAR MERCHANDISE.**

**ADDITIONALLY, WE NEED A CLEAN LOGO FOR OUR UPDATED WEBSITE AND COLLATERALS, SUCH AS BUSINESS CARDS, LETTERHEAD, SIGNAGE, SOCIAL MEDIA, ETC.**

## CANDIDATES & WORK PORTFOLIO

### Ayesha Ahmed

Hi Jeff, thanks so much for reaching out, and I truly appreciate you considering me for this project! I'd be honored to contribute to creating something memorable.

Based on the scope you've described: including the complete logo kit that works across platforms, merchandise designs incorporating the "Birthplace of the Texas Flag" trademark, and updated collateral like business cards and letterhead, I believe **\$1,500 would be a fair and reasonable rate for the work involved.**

**This covers the entire project from start to finish, with revisions included to ensure we get everything exactly how you envision it. I'll also provide the source files, so you'll have the flexibility to make any edits or updates in the future, whether it's for additional merchandise or digital platforms.**

If there's anything specific, you'd like to discuss or adjust, I'd be more than happy to collaborate and fine-tune the details to align with your goals. Looking forward to hearing your thoughts and hopefully moving forward together.

**\$1500** completed package

# IDENTITY STYLE GUIDE

CITY OF ROUND ROCK, TEXAS



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<u>5</u>	<u>12</u>	<u>18</u>
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DEPARTMENT LOGOS	BUSINESS CARDS AND ENVELOPES	PROMOTIONAL ITEMS
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LOGO MARK	LETTERHEADS	FREQUENTLY ASKED QUESTIONS
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	EMAIL SIGNATURES	CONTACT INFORMATION

# INTRODUCTION

The City of Round Rock's logo identity, look and feel is an important aspect of how people will identify and separate the City of Round Rock, Texas. Our logo is an outward display of our pride and is composed of many elements, including the style, the colors and the overall usage.

Protecting this logo strengthens our presence and positive reputation, while increasing awareness within our community and beyond. This is why establishing guidelines and regulations about our logo's usage is important, and

these guidelines should be followed by all who use it. From press releases, to City vehicles, to newsletters, to websites, flyers, brochures and promotional items, the use of the logo should remain consistent.

The following document provides guidelines on usage for the City's logo, covering almost any situation in which the logo might be used. If you need assistance or have any questions on identity usage, details or formats, please contact the City of Round Rock Communications and Marketing Department.



# LOGO USAGE

## LOGO COMPONENTS

The Round Rock logo consists of the following:

- **Logo Mark:** Three brushstrokes converging to create a white star
- **Word Mark:** The words "Round Rock Texas" that accompany the logo mark



## PROPER USAGE OF THE LOGO

All logo artwork files will be provided by the Communications and Marketing Department. Any files received should be used as is, without alteration, with the exception of size.

Misusing Round Rock's logo has the potential of causing damage in the form of logo devaluation.

The City logo can be used to represent the City of Round Rock in digital form, on print documents, signage, promotional items, apparel and vehicles. Any usage of the logo by vendors or partners must be approved by the City.

## NOT APPROVED USAGE FOR NON-CITY ORGANIZATIONS

The following are examples of usage of the City logo that are not approved outside of the City of Round Rock organization:

- Letterhead, business cards, envelopes, forms, or other pre-printed paper products
- Promotional Items like shirts, caps, pens, tickets, mugs, etc.
- On vehicles
- In advertisements, brochures, newsletters, or other publications

Exceptions may apply for City-sponsored programs or partnerships with the City. Contact the Communications and Marketing Department for more information.

# LOGO USAGE



## CLEAR SPACE

To give it presence, an area of clear space should be left around the logo and tagline. No artwork, text, symbols, colors of any sort should intrude into this area.

## STAGING AND SIZE

“Staging” refers to the area directly surrounding the City of Round Rock’s logo. The amount of white space shown here in this example, is a minimum requirement. More space should be used whenever possible to highlight the logo.

## MINIMUM SIZE

The logo and tagline should never be reduced so small they become illegible. Use your best judgment when reproducing Round Rock artwork. Typically we recommend no smaller than one inch horizontally. Any questions or concerns about usage should be directed to the Communications and Marketing Department.

# LOGO STYLES

## FULL COLOR



HORIZONTAL LOGO

Primary Logo



VERTICAL LOGO

Secondary Logo



IN-LINE HORIZONTAL LOGO

For special use cases only — Contact the Communications and Marketing Department for more information

# LOGO STYLES

## ALTERNATIVE VERSIONS

All variations of the City logo are available in white, as well as black with white star. These versions of the logo do not use tints or percentages. Please use these versions of the logo in the following circumstances:



### WHITE LOGO

In the instance the logo is placed on a dark background (ie; black or blue) use the white version of the logo with no center white star. This version of the logo is one color without tints or percentages, the center white star is removed.



### BLACK LOGO W/ WHITE STAR

When using the City logo in a grayscale format against a light background, use the black with white star version of the logo. This version of the logo is without tints or percentages and includes the center white star.

### BLACK PRODUCTION LOGO FOR SIGNAGE AND ENGRAVING

A black-only version of the logo, with no white star, is available on request from the Communications and Marketing Department. This version of the logo is utilized by third-party vendors when needed for production. (ie: signage, engraving, etc.)

# LOGO STYLES

## IMPROPER USE

### EXAMPLES OF IMPROPER LOGO USE

Always use the authorized versions of our logo. Use digital files available from the Communications and Marketing Department whenever printing, silk-screening, embroidering and applying to signage, banners, vehicles and promotional items. Always follow the guidelines in this manual for color and placement.



### PROHIBITED ALTERATIONS:

- Do not alter the symbol, reset the type, or change the letter-forms in any way
- Do not reverse out of very light backgrounds
- Do not scale unevenly
- Do not tilt at an angle
- Do not reverse it out of a box
- Do not use borders
- Do not put it on a brightly or heavily patterned background
- Do not add text under the logo. department names should be in Play Regular only.

# DEPARTMENT LOGOS

## DEPARTMENT LOGOS

Only use Department-specific logos provided by the Communications and Marketing Department. Any department logos created outside of the Communications and Marketing Department will be considered unapproved use of the City logo.



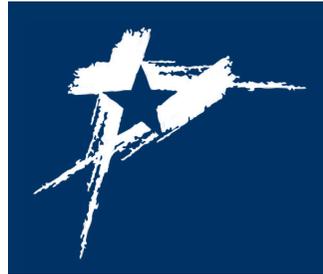
# LOGO MARK

The brush strokes and white star when used alone create the City's logo mark. The logo mark can be used alone where approved. It is best practice to use the logo mark for applications where use of the full logo would feel repetitive or is not feasible due to sizing constraints (ie: web use, thumbnails, digital profile image).



## FULL COLOR

Primary logo mark



## WHITE

The white version of the logo mark is one color without tints or percentages, the center white star is removed.



## BLACK WITH WHITE STAR

The black with white star version of the logo mark includes the center star in white, and the black brush strokes without tints or percentages in black.

# LOGO COLOR PALETTE

## PANTONE/COLOR CONVERSIONS

The following colors must be used when reproducing our logo.

- Four-color process (CMYK) is the preferred reproduction method in print mediums.
- RGB values are provided for broadcast use, and web values are provided for interactive use.



**PANTONE 288**  
"Round Rock Blue"

**RGB Values:**

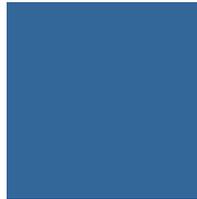
R - 0  
G - 40  
B - 122

**CMYK Values:**

C - 100  
M - 65  
Y - 0  
K - 31

**Web Value:**

003366



**PANTONE 288 - 80%**  
"Round Rock Blue at 80%"

**RGB Values:**

R-66  
G - 87  
B - 142

**CMYK Values:**

C-80  
M - 52  
Y - 0  
K - 24

**Web Value:**

336699



**PANTONE 1805**  
"Round Rock Red"

**RGB Values:**

R - 187  
G - 45  
B - 63

**CMYK Values:**

C - 0  
M - 91  
Y - 100  
K - 24

**Web Value:**

CC3333

# FONT GUIDELINES

## APPROVED FONTS

Communication materials should include Montserrat and Play fonts as follows:

Use for headings, subheadings and paragraph text when creating print or web materials.

### Montserrat - Extra Bold

**ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
(1234567890.,;:'"- %/!?)**

### Montserrat - Bold

**ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
(1234567890.,;:'"- %/!?)**

### Montserrat - Semi Bold

**ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
(1234567890.,;:'"- %/!?)**

### Montserrat - Regular

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
(1234567890.,;:'"- %/!?)

Used only for logo wordmark, department names and official paper system

### Play - Bold

**ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
(1234567890.,;:'"- %/!?)**

### Play - Regular

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
(1234567890.,;:'"- %/!?)

# AVAILABLE FILE FORMATS

The logos will be used in many different formats and mediums. As a result, the following file formats are available for your use:

## FILE TYPES:

### **AI (Adobe Illustrator)**

Referred to as vector art, AI files are scalable to any size without compromising resolution. This format is mostly used for production with third party vendors.

### **JPG (Joint Photographic Expert Group)**

A versatile format, JPG is a digital image format which contains compressed image data. This format is the most popular image format for sharing photos and other images on the internet and between Macintosh and PC users. The small file size of JPG images allows storing of thousands of images in small memory space. Higher resolution JPG files are also widely used for printing.

### **PNG (Portable Network Graphics)**

The PNG file format is designed for transferring images on the internet, not for professional-quality print graphics. A PNG file has file size compression capabilities along with the option of saving files with transparent backgrounds.

# BUSINESS CARDS AND ENVELOPES

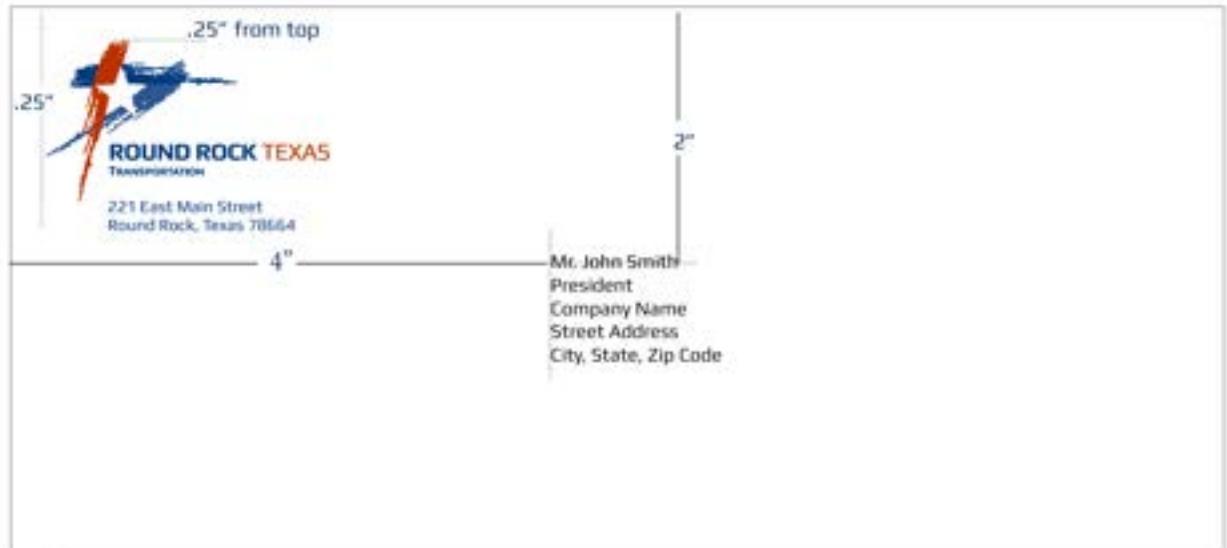
## BUSINESS CARD

- Size: 3.5" x 2"
- Logo Size: 2.1" x 1.2"
- Name: 9.5 Play Bold
- Title - 8.55 Play Regular
- Address: 8.55 Play Regular
- Stock: 80# Sirius, Neenah Starwhite Cover



## ENVELOPE

- Size: No. 10, 9.25" x 4.125"
- Logo Size: 2.1" x 1.2"
- Address: 8.55 Regular
- Stock: 24# Sirius, Neenah Starwhite #10 Envelopes
- Address: 8.55 Play Regular



NOT TO SCALE

# LETTERHEAD



NOT TO SCALE

## LETTERHEAD

- Size: 8.5" x 11"
- Logo size: 2.6" x 1.5"
- Name font: 9.5 Montserrat/San Serif Regular
- Title font: 9.0 Montserrat/San Serif Regular
- Address font: 9.0 Montserrat/San Serif Regular
- Body font: 9.0 Montserrat/San Serif Regular
- Red Rule - 0.5 Hairline Rule
- Stock - 70# Sirius, Neenah Starwhite Text

# EMAIL SIGNATURE

## DIGITAL SIGNATURE FORMAT FOR EMAILS

### CORRECT STYLING

**Stacey McIntyre**  
***Digital Designer***  
 Communications and Marketing  
 City of Round Rock, Texas  
 Phone: 512-218-5585  
 Email: [smcintyre@roundrocktexas.gov](mailto:smcintyre@roundrocktexas.gov)



### STYLING GUIDELINES:

- Name: Calibri or Arial font, bold, 12pt
- Title: bold and italic font, 10pt
- Contact Info: regular font, 10pt
- Color: black or dark blue
- Spell out "City of Round Rock, Texas"
- Use only dashes or hyphens in the phone number - not periods "."
- Primary work email address with or without hyperlink
- A clean version of the City logo (full color, horizontal, jpg or png file)
- Hyperlink the logo to the City website: [roundrocktexas.gov](http://roundrocktexas.gov)

### INCORRECT STYLING

**John Doe**   
**Job Title**  
**Round Rock**  
**512.123.4567**  
**[jdoe@roundrocktexas.gov](mailto:jdoe@roundrocktexas.gov)**



# VEHICLES

## VEHICLE DECALS

The City of Round Rock has many vehicles in its fleet and each one represents an opportunity to display the City logo.

The logo and department names are reflective adhesive decals. Vehicle decals are approximately 14" x 16" and displayed in the full-color, horizontal version of the logo.

Note: Due to the variation in vehicle size and shape, decal size and placement may vary. However the decals should be applied in accordance with these guidelines as closely as possible.



# ENVIRONMENTAL AND INTERIOR SIGNAGE

Consult the Communications and Marketing Department for branding assets and best materials to use. Confirm the City of Round Rock logo is readable from a distance and proportionally correct for the space.

Signage examples shown here, represent best practice guidelines.

## ENVIRONMENTAL SIGNAGE



## LOGO VINYL SIGNAGE



# APPAREL

## EMBROIDERED APPAREL

The City logo should be embroidered in thread colors that best match the City branding colors:

- PANTONE 288, Blue
- PANTONE 288, 80% Blue
- PANTONE 1805, Red
- White

The embroidered full-color logo should include the white center star. The embroidered white logo should not include the white center star.

When sending artwork for embroidering on apparel, use vector, Adobe Illustrator (.AI) files. Preferred logo formats are as follows:

- Vertical, full-color logo
- Vertical, one-color, white logo

Examples of best use practices are shown here.



CORRECT LOGO FOR LIGHT GARMENT COLOR



CORRECT LOGO FOR DARK GARMENT COLOR



CORRECT LOGO FOR GARMENT COLOR



INCORRECT LOGO FOR GARMENT COLOR

# APPAREL

## SCREEN PRINTED APPAREL

When the City logo is being screen printed on t-shirts, use the following logo files:

- Vertical, full-color logo
- Vertical, one-color, white logo

For color choices beyond those stated as preferred, please contact the Communications and Marketing Department for review.

Full color logos should be printed on light colored fabrics. The white version of the logo should print on dark fabrics. Avoid distracting patterns like plaid and camouflage.



CORRECT LOGO FOR LIGHT GARMENT COLOR



CORRECT LOGO FOR DARK GARMENT COLOR



CORRECT LOGO FOR GARMENT COLOR



INCORRECT LOGO AND GARMENT

# PROMOTIONAL ITEMS

## PROMOTIONAL ITEMS GUIDELINES

Promotional items are an important reflection of The City of Round Rock's identity. Each item is a visual reminder of our organization. Follow these simple rules when applying the logo to any promotional items.

- Always maintain a clear area around the logo.
- The logo must appear in one of the approved color treatments and configurations specified in this manual. Be sure the background provides sufficient contrast.
- Make sure all promotional items are in good taste and quality.
- Always use the reproducible artwork or digital files labeled for promotional items. Obtain these files from the Communications and Marketing Department. Do not use photocopies for original artwork.



# FREQUENTLY ASKED QUESTIONS

**Q: I have a photocopy of the logo. Can I give this to a vendor for reproduction onto a banner?**

A: No. Under magnification photocopies have low quality. When enlarging for purposes of display the imperfections become obvious and degrade the integrity of the logo. Please obtain a reproduction logo sheet or an AI (Illustrator) digital file from the office of the Director of Communications.

**Q: What is AI?**

A: It stands for Adobe Illustrator and is usually referred to as a "vector file" by vendors. Denoted by the suffix .AI, AI is a file format typically created in a vector-based drawing program like Corel Draw, Adobe Illustrator and Macromedia Freehand. This digital format is the best choice when reproducing the logo for offset printing or any other application.

**Q: I have imported the logo into my word processing document. Can I enlarge or reduce it?**

A: To maintain consistency only two sizes are to be used for internal and external communication. They are 2.5" in width for maximum size and 1" in width for minimum size.

**Q: I have imported a color logo into my word processing document. Can I use it?**

A: Yes. The two-colored version can be used internally for any literature printed to a color printer. For optimum color results please consult your printer's manual. Word processors should never be used to output the logo to film.

**Q: We want to have the logo embroidered on a dark-colored shirt. Can we use the full-color logo?**

A: No. The full-color logo will not offer sufficient contrast and will diminish the strength of our new identity. The general rule of thumb is use the white (reversed) logo for anything dark and use the full-color logo for anything light in color.

**Q: What color shirts do you recommend for embroidering the logo?**

A: Blue, red, khaki, white, light blue and denim are the best choices. We expect the public to view these colors, with the appropriate logo, as an integral part of our visual identity.

If you have any other questions pertaining to this standards guide or proper usage of the various design elements please contact:

**Communications and Marketing Department**  
[communicationsandmarketing@roundrocktexas.gov](mailto:communicationsandmarketing@roundrocktexas.gov)  
**Phone: 512-218-5409**

# CONTACT INFORMATION



City of Round Rock  
Communications and Marketing Department  
221 East Main Street, Round Rock, Texas 78664  
[communicationsandmarketing@roundrocktexas.gov](mailto:communicationsandmarketing@roundrocktexas.gov)  
Phone: 512-218-5409



## Dianna G.

Hey there! Dianna here, with over 15 years of graphic design experience. Thank you for considering me for your project. I'm excited to show you some of my past projects: - <https://dribbble.com/dianna> - <https://www.behance.net/diannagroryan> For logo design,

I can offer \$700 for 3 initial concepts and up to 3 rounds of revisions.

In case we need more concepts or rounds of revisions, the price for each will be: - \$150 for each new concept, - \$70 for each new round of revisions.

For the brand guide, you can mix and match from this list: - Clear space: \$100 - Color palette: \$150 - Typography: \$150 - Dos and don'ts: \$200 –

Patterns (2 custom): \$300 - Social media covers (FB, TW, LI): \$400 - Iconography (10 custom icons): \$700.

If you'd like to get started, please send the contract (hire me) and fund \$700 to escrow. I will accept the offer and send you my logo questionnaire. After we're done with the logo and the brand guide, we can chat about any other design needs you might have.

**\$2,850 Estimate**



# STYLE GUIDELINE

## Karen B.

I am a US-based designer that has an excellent understanding of visual design, brand cohesion, and user accessibility. I am confident that I can customize a brand identity solution that resonates with your Texan city. I begin every brand identity project by having my clients complete a questionnaire.

This helps me better understand your organization and allows me to conceptualize innovative design ideas that accurately align with your goals. I will work within any specific city guidelines and/or style preferences you have.

Final files will include all layouts, colors, and formats needed for digital and print usage. And I can also create guidelines based on your specific needs.

I work in both print and digital design, primarily using Adobe software.

I've attached a few examples, and you can view my full portfolio and resume here:

<https://kbcreativeworx.com> I'm happy to set up a quick meeting to introduce myself, learn more about your city, and discuss the specifics.

**\$50/hour** no project estimate given



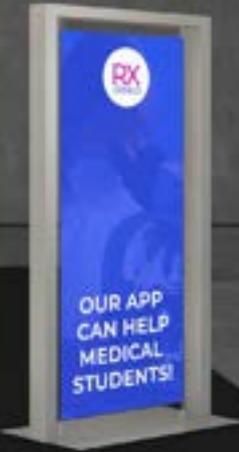
# RXGenius

## Brand Identity Guide

For internal and external usage



RXGenius



## EXTERNAL 'PUBLIC' LOGO

Note the dashed lines in the blue RX that represent a script pad. This is to be used for all external public advertising, merchandising, marketing, etc.

External - Horizontal



RXGenius

External - Stacked



RX  
GENIUS

External - Brandmark Icon



External - Merchandise Icon



External - Black



RXGenius RX  
GENIUS

External - White to be used on image or solid color background



RXGenius



## INTERNAL LOGO

Note the dashed lines in the blue G that represent a microscope. This is to be used for all internal corporate or research dept stationary, merchandising, marketing, etc.

Internal - Horizontal

The horizontal internal logo features the word "RXGenius" in a sans-serif font. "RX" is in magenta, and "Genius" is in blue. The letter "G" in "Genius" is stylized with three horizontal dashed lines on its right side, representing a microscope.

Internal - Stacked



Internal - Brandmark Icon



Internal - Merchandise Icon

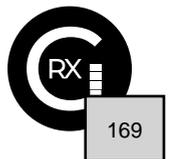


Internal - Black

The black internal logo features the word "RXGenius" in a bold, black, sans-serif font. To the right of the text is a black "G" with three horizontal dashed lines on its right side. Inside the "G" are the letters "RX" in white.

Internal - White to be used on image or solid color background

The white internal logo features the word "RXGenius" in a bold, white, sans-serif font. To the right of the text is a white "G" with three horizontal dashed lines on its right side. Inside the "G" are the letters "RX" in black.



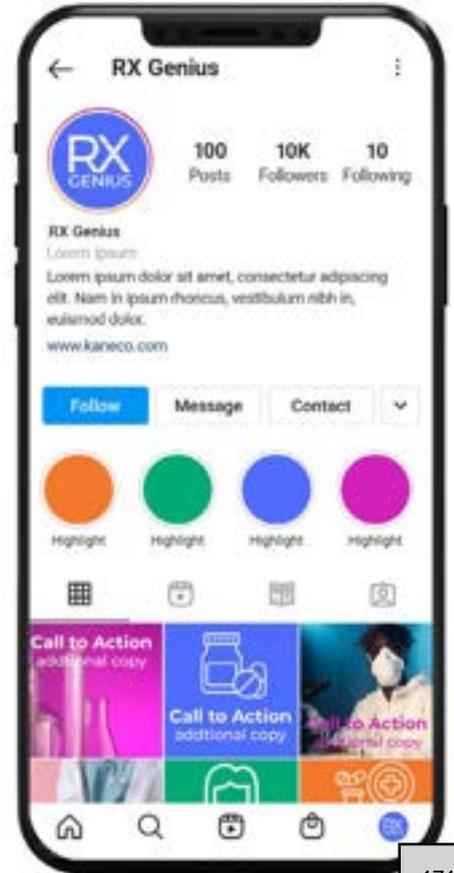
# IMAGE STYLING



Item 14.

# SOCIAL MEDIA

Item 14.



# COLOR PALETTE

## PRIMARY



HEX - 506DFC  
RGB - 80/109/252  
CMYK - 73/61/0/0



HEX - D323B7  
RGB - 211/35/183  
CMYK - 26/88/0/0

## SECONDARY



HEX - HEX - F4792B  
RGB - 244/121/43  
CMYK - 0/65/90/0



HEX - 00AA77  
RGB - 0/170/119  
CMYK - 80/06/71/1

# FONTS

Item 14.

MONTSERRAT  
THIN

QWERTYUIOP  
ASDFGHJKL  
ZXCVBNM

qwertyuiop  
asdfghjkl  
zxcvbnm

1234567890  
!@#\$\$%^&\*()

MONTSERRAT  
LIGHT

QWERTYUIOP  
ASDFGHJKL  
ZXCVBNM

qwertyuiop  
asdfghjkl  
zxcvbnm

1234567890  
!@#\$\$%^&\*()

MONTSERRAT  
MEDIUM

QWERTYUIOP  
ASDFGHJKL  
ZXCVBNM

qwertyuiop  
asdfghjkl  
zxcvbnm

1234567890  
!@#\$\$%^&\*()

MONTSERRAT  
BOLD

QWERTYUIOP  
ASDFGHJKL  
ZXCVBNM

qwertyuiop  
asdfghjkl  
zxcvbnm

1234567890  
!@#\$\$%^&\*()



Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> March 11, 2025	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Administration	<b>Prepared By:</b> Ruby Beaven

**Subject**

Consideration and possible action on a Resolution of the City Council of the City of Montgomery, Texas, casting its vote to appoint directors to the Montgomery Central Appraisal District’s Board of Directors.

**Recommendation**

Staff recommends City Council to cast its vote for the candidate(s) of its choice to be appointed to serve on the board of directors of the Montgomery Central Appraisal District’s Board of Directors and to approve the Resolution..

**Discussion**

Pursuant to the voting entitlement calculations under Texas Property Tax Code Section 6.03(d), **City of Montgomery has 5 votes.**

The governing body of each taxing unit is entitled to cast its votes for a candidate(s) of its choice from the names appearing on the appropriate Certification of Ballot. Your votes may be cast for one candidate or distributed among the candidates listed on the Certification of Ballot. See Property Tax Code Section 6.03 (c). Please be certain to write down the number of votes you wish to cast for the person(s) for whom you are casting your votes.

Each governing body that casts its votes for one or more of the candidates must formally adopt a resolution naming the person(s) for whom it votes, the number of votes cast for each person, and submit a certified copy to the chief appraiser. The vote must be by resolution.

The five candidates receiving the most votes will be appointed to the board of directors. S.B. 2 requires that in this first election three (3) members will be appointed to a three-year term, and two (2) members to a one-year term. The attached voting resolution states that the three candidates receiving the highest votes will serve three-year terms and the two candidates receiving the fourth and fifth highest vote totals will serve a one-year term.

The chief appraiser will count the votes specified under the provisions contained within the Texas Property Tax Code. The chief appraiser will then declare the results and notify the winners, the nominees, and the presiding officers of each taxing unit by March 24, 2025.

**Approved By**

City Secretary & Director of Administrative Services	Ruby Beaven	Date: 03/07/2025
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# MONTGOMERY CENTRAL APPRAISAL DISTRICT

Item 15.



MONTGOMERY CENTRAL APPRAISAL DISTRICT  
SHERRY C. HUNTER, RPA, CCA  
CHIEF APPRAISER



109 GLADSTELL ST., CONROE, TX 77301  
P.O. BOX 2233, CONROE, TX 77305  
936-756-3354 | [WWW.MCAD-TX.ORG](http://WWW.MCAD-TX.ORG)

**City of Montgomery**  
**Sara Countryman, Mayor**  
**101 Old Plantersville Rd**  
**Montgomery, Texas 77356**

February 25, 2025

**Re: VOTING BALLOT FOR THE ELECTION TO APPOINT FIVE (5) DIRECTORS TO THE  
MONTGOMERY CENTRAL APPRAISAL DISTRICT'S BOARD OF DIRECTORS**

As you know, the taxing units are following a new procedure to select appraisal district directors this year as directed by SB 2 (Texas Property Tax Code Sections See 6.0301 and 6.03). All taxing units have completed the process that the law specifies for selecting a nominee. We are now entering the phase whereby the taxing units that are qualified to vote under Section 6.03(d) will select the directors from among the nominated candidates for the five (5) open seats on the appraisal district's board of directors. This letter begins the final step in the process of appointing five directors.

Pursuant to the voting entitlement calculations under Texas Property Tax Code Section 6.03(d), **City of Montgomery** has 5 votes.

The governing body of each taxing unit is entitled to cast its votes for a candidate(s) of its choice from the names appearing on the appropriate Certification of Ballot. Your votes may be cast for one candidate or distributed among the candidates listed on the Certification of Ballot. See Property Tax Code Section 6.03 (c). Please be certain to write down the number of votes you wish to cast for the person(s) for whom you are casting your votes.

Each governing body that casts its votes for one or more of the candidates must formally adopt a resolution naming the person(s) for whom it votes, the number of votes cast for each person, and submit a certified copy to the chief appraiser. **The vote must be by resolution.**

The resolution, or a certified copy thereof, together with the completed Certification of Ballot, must be delivered to ***The Office of the Chief Appraiser, at 109 Gladstell St., Conroe, Texas 77301 or by mail at PO Box 2233, Conroe, TX 77305 by 5pm on March 21, 2025.*** The outside of the envelope should be marked "Ballot for Board of Directors." Ballots that arrive after that day and time will not be counted.

The resolutions, or a certified copy thereof, together with the completed Certification of Ballot can also be submitted ***via e-mail to [MCADBOD@mcad-tx.org](mailto:MCADBOD@mcad-tx.org), with a Subject line stated "Ballot for Board of Directors".*** Emails must be received by 5pm on March 21, 2025, to be counted as timely. If submitting the ballot via e-mail, the original must also be mailed to the address shown above via regular first-class mail.

The five candidates receiving the most votes will be appointed to the board of directors. S.B. 2 requires that in this first election three (3) members will be appointed to a three-year term, and two (2) members to a one-year term. The attached voting resolution states that the three candidates receiving the highest votes will serve three-year terms and the two candidates receiving the fourth and fifth highest vote totals will serve a one-year term.

In counting votes cast in the final election involving all voting taxing units entitled to vote, the Tax Code requires the chief appraiser to separate the ballots returned by the Conservation and Reclamation Districts. Pursuant to Section 6.03(k), the candidate who receives the most votes of the Conservation and Reclamation Districts is considered to have received all the votes cast by the Conservation and Reclamation Districts. The other candidates receiving votes from the Conservation and Reclamation Districts who did not receive the most votes cast are considered to have received no votes from the Conservation and Reclamation Districts.

The chief appraiser will count the votes specified under the provisions contained within the Texas Property Tax Code. The chief appraiser will then declare the results and notify the winners, the nominees, and the presiding officers of each taxing unit by March 24, 2025.

A tie vote will be resolved by a method of chance chosen by the chief appraiser.

If you have any questions concerning the election, please contact me.

Sincerely,  
Sherry C. Hunter, RPA, CCA  
Chief Appraiser

Enclosures:     Official Ballot  
                      Resolution to Cast Votes

**RESOLUTION NO. 2025-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, CASTING ITS VOTE TO APPOINT DIRECTORS TO THE MONTGOMERY CENTRAL APPRAISAL DISTRICT'S BOARD OF DIRECTORS.**

**WHEREAS**, the City of Montgomery deems it appropriate and in the public interest to cast its vote for the candidate(s) of its choice to be appointed to serve on the board of directors of the Montgomery Central Appraisal District's Board of Directors.

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

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby adopted, ratified, and confirmed.

Section 2. That the City of Montgomery does hereby cast its vote, by casting [redacted] votes for the person(s) indicated on **Exhibit A** the Certificate of Ballot to be appointed to serve on the board of directors of the Montgomery Central Appraisal District.

Section 3. That the three candidates receiving the highest vote totals will serve three-year terms and the candidates receiving the fourth and fifth highest vote totals will serve a one-year term.

Section 4. That the presiding officer be, and he or she is hereby, authorized and directed to deliver or cause to be delivered an executed or certified copy of this resolution to the chief appraiser of the Montgomery Central Appraisal District no later than 5:00 p.m. on March 21, 2025.

**PASSED AND APPROVED** this 11<sup>th</sup> day of March, 2025 by 00 (ayes) to 00 (nays) with 00 **abstentions** by a vote of the City Council of the City of Montgomery, Texas.

**CITY OF MONTGOMERY, TEXAS**

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

**ATTEST:**

\_\_\_\_\_  
Ruby Beaven, City Secretary

# MONTGOMERY CENTRAL APPRAISAL DISTRICT

## OFFICIAL BALLOT OF THE SPECIAL DISTRICTS CANDIDATE FOR THE MONTGOMERY CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

Please cast your **entitled votes (please see attachment)** for the candidate(s) of your choice to serve on the Board of Directors for the Montgomery Central Appraisal District for the term:

CANDIDATE	VOTES CAST
Arthur Bredehoft	_____
Dale Inman	_____
Dr. Jerry Nash	_____
Casey Olsen	_____
Luis Pedraza	_____
Misty Perinne	_____
Bruce Rieser	_____
Shaquille Sampson	_____
Charles Shirley	_____
Frank Smith	_____
Bruce Tough	_____

\_\_\_\_\_  
Signature of Presiding Officer

Please return this completed Ballot with a Resolution **by March 21, 2025.**

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> March 11, 2025	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Police	<b>Prepared By:</b> Anthony Solomon

**Subject**

January 2025 Police Dept and Code Enforcement/P&Z Admin

**Recommendation**

**Discussion**

**Approved By**

Chief of Police	Anthony Solomon	Date: March 4, 2025
-----------------	-----------------	---------------------



# Montgomery Police Department

## Chief: Anthony Solomon



### Activity Report

January 1, 2025 – January 31, 2025

#### Patrol Division

• Calls for Service	-	230
• Total Reports	-	47
• Citations Issued	-	168
• Warnings Issued	-	435
• Arrests	-	21
• Accidents	-	13

#### Breakdown by Offense Category

• Assault	-	1
• Criminal Trespass	-	2
• Driving w/DL Invalid	-	5
• DWI	-	5
• Fraud	-	1
• Drugs/Paraphernalia	-	11
• Theft	-	4
• Property Damage	-	1
• Minor In Poss – Tobacco	-	3

#### Investigation Division

- Total number of assigned cases to C.I.D. for the month: 7

#### Personnel/Training

- No training occurred in January.

#### Major Incidents

- No major incidents occurred in January.

#### Upcoming Events

- Citizens Police Academy begins April 2<sup>nd</sup>!

#### Traffic and Safety Initiatives

We're in the process of implementing several new traffic and safety initiatives in the coming month, including another wave of Impaired Driving Mobilization in March.



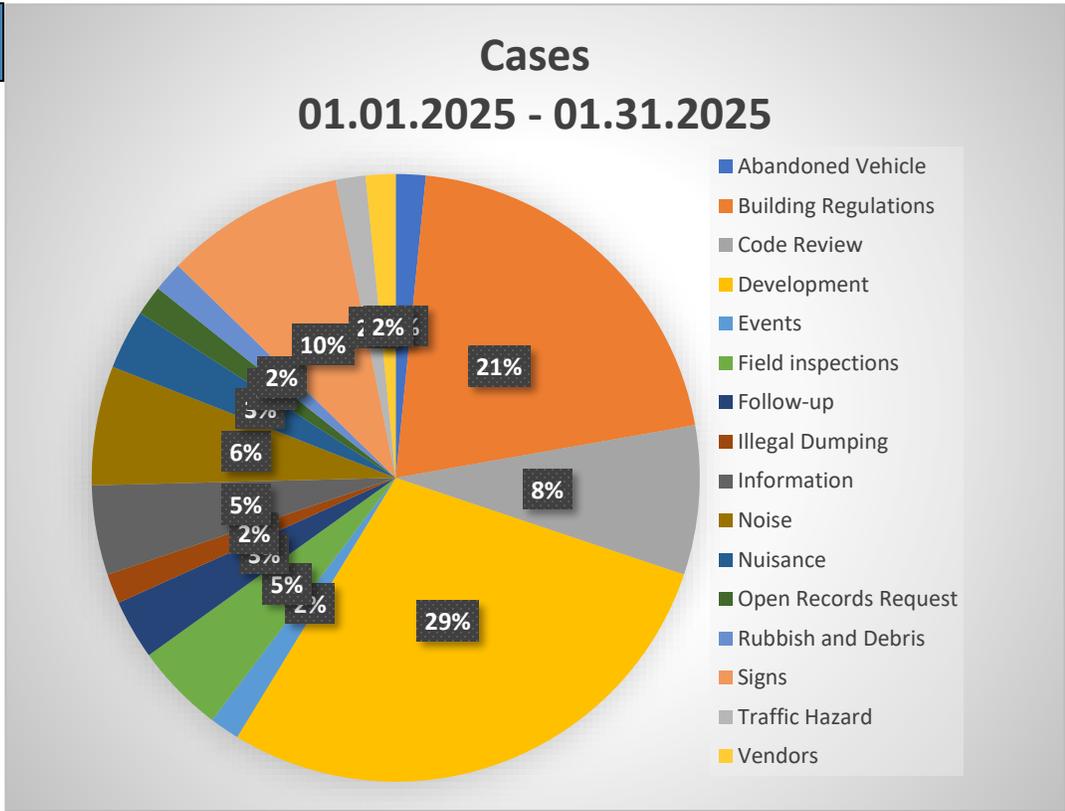
# City of Montgomery



January 2025  
 Code Enforcement Officer  
 (Planning/Zoning Administrator)  
 Monthly Report

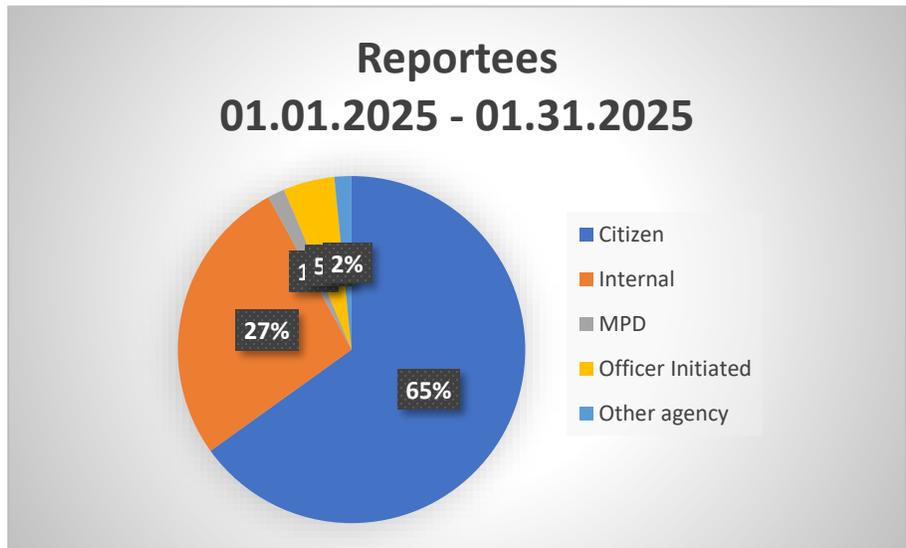
Nature of Call	Group Total
Abandoned Vehicle	1
Building Regulations	13
Code Review	5
Development	18
Events	1
Field inspections	3
Follow-up	2
Illegal Dumping	1
Information	3
Noise	4
Nuisance	2
Open Records Request	1
Rubbish and Debris	1
Signs	6
Traffic Hazard	1
Vendors	1

**Total Records: 63**



REP Type	Group Total
Citizen	41
Internal	17
MPD	1
Officer Initiated	3
Other agency	1

**Total Records: 63**



Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> 3/11/2025	<b>Budgeted Amount:</b> NA
<b>Department:</b> Administration	<b>Prepared By:</b> Maryann Carl

**Subject**

Finance Report for January 2025.

**Discussion**

Report for January 2025 is attached.

**Recommendation**

Approve Finance Report for January 2025.

**Approved By**

City Secretary	Ruby Beaven	Date:
Interim City Administrator	Anthony Solomon	Date:



# City of Montgomery

## Financial Report

As of January 31, 2025

Item 17.

City of Montgomery, TX

# Budget Report

## Group Summary

For Fiscal: 2024-2025 Period Ending: 01/31/2025

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 100 - General Fund</b>						
<b>Revenue</b>						
00 - Revenue	6,956,152.00	6,956,152.00	1,034,896.27	3,470,991.99	-3,485,160.01	50.10%
<b>Revenue Total:</b>	<b>6,956,152.00</b>	<b>6,956,152.00</b>	<b>1,034,896.27</b>	<b>3,470,991.99</b>	<b>-3,485,160.01</b>	<b>50.10%</b>
<b>Expense</b>						
10 - Administration	2,555,796.00	2,555,796.00	143,637.46	502,775.30	2,053,020.70	80.33%
11 - Police	2,707,372.00	2,707,372.00	209,107.23	828,612.99	1,878,759.01	69.39%
12 - Public Works	1,184,540.00	1,184,540.00	49,431.47	231,253.38	953,286.62	80.48%
13 - Court	337,043.00	337,043.00	24,027.98	99,192.89	237,850.11	70.57%
<b>Expense Total:</b>	<b>6,784,751.00</b>	<b>6,784,751.00</b>	<b>426,204.14</b>	<b>1,661,834.56</b>	<b>5,122,916.44</b>	<b>75.51%</b>
<b>Fund: 100 - General Fund Surplus (Deficit):</b>	<b>171,401.00</b>	<b>171,401.00</b>	<b>608,692.13</b>	<b>1,809,157.43</b>	<b>1,637,756.43</b>	<b>-955.51%</b>
<b>Fund: 150 - Montgomery PID</b>						
<b>Revenue</b>						
00 - Revenue	46,595.00	46,595.00	17,833.60	17,833.60	-28,761.40	61.73%
<b>Revenue Total:</b>	<b>46,595.00</b>	<b>46,595.00</b>	<b>17,833.60</b>	<b>17,833.60</b>	<b>-28,761.40</b>	<b>61.73%</b>
<b>Expense</b>						
15 - Montgomery PID	45,995.00	45,995.00	0.00	0.00	45,995.00	100.00%
<b>Expense Total:</b>	<b>45,995.00</b>	<b>45,995.00</b>	<b>0.00</b>	<b>0.00</b>	<b>45,995.00</b>	<b>100.00%</b>
<b>Fund: 150 - Montgomery PID Surplus (Deficit):</b>	<b>600.00</b>	<b>600.00</b>	<b>17,833.60</b>	<b>17,833.60</b>	<b>17,233.60</b>	<b>-2,872.27%</b>
<b>Fund: 200 - Capital Projects</b>						
<b>Revenue</b>						
00 - Revenue	0.00	0.00	34,837.61	142,540.17	142,540.17	0.00%
<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>34,837.61</b>	<b>142,540.17</b>	<b>142,540.17</b>	<b>0.00%</b>
<b>Expense</b>						
20 - Capital Projects	0.00	0.00	55,184.00	327,815.51	-327,815.51	0.00%
<b>Expense Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>55,184.00</b>	<b>327,815.51</b>	<b>-327,815.51</b>	<b>0.00%</b>
<b>Fund: 200 - Capital Projects Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-20,346.39</b>	<b>-185,275.34</b>	<b>-185,275.34</b>	<b>0.00%</b>
<b>Fund: 300 - Water &amp; Sewer</b>						
<b>Revenue</b>						
00 - Revenue	4,286,753.00	4,286,753.00	270,183.65	1,076,210.76	-3,210,542.24	74.89%
<b>Revenue Total:</b>	<b>4,286,753.00</b>	<b>4,286,753.00</b>	<b>270,183.65</b>	<b>1,076,210.76</b>	<b>-3,210,542.24</b>	<b>74.89%</b>
<b>Expense</b>						
30 - Water & Sewer	4,286,753.00	4,286,753.00	255,020.92	886,207.84	3,400,545.16	79.33%
<b>Expense Total:</b>	<b>4,286,753.00</b>	<b>4,286,753.00</b>	<b>255,020.92</b>	<b>886,207.84</b>	<b>3,400,545.16</b>	<b>79.33%</b>
<b>Fund: 300 - Water &amp; Sewer Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>15,162.73</b>	<b>190,002.92</b>	<b>190,002.92</b>	<b>0.00%</b>
<b>Fund: 400 - MEDC</b>						
<b>Revenue</b>						
00 - Revenue	952,000.00	952,000.00	121,092.31	576,004.41	-375,995.59	39.50%
<b>Revenue Total:</b>	<b>952,000.00</b>	<b>952,000.00</b>	<b>121,092.31</b>	<b>576,004.41</b>	<b>-375,995.59</b>	<b>39.50%</b>
<b>Expense</b>						
40 - MEDC	931,118.00	931,118.00	37,174.41	167,234.82	763,883.18	82.04%
<b>Expense Total:</b>	<b>931,118.00</b>	<b>931,118.00</b>	<b>37,174.41</b>	<b>167,234.82</b>	<b>763,883.18</b>	<b>82.04%</b>
<b>Fund: 400 - MEDC Surplus (Deficit):</b>	<b>20,882.00</b>	<b>20,882.00</b>	<b>83,917.90</b>	<b>408,769.59</b>	<b>387,887.59</b>	<b>-1,857.52%</b>
<b>Fund: 500 - Debt Service</b>						
<b>Revenue</b>						
00 - Revenue	1,167,749.00	1,167,749.00	242,378.54	631,883.05	-535,865.95	45.89%
<b>Revenue Total:</b>	<b>1,167,749.00</b>	<b>1,167,749.00</b>	<b>242,378.54</b>	<b>631,883.05</b>	<b>-535,865.95</b>	<b>45.89%</b>

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**Budget Report**

For Fiscal: 2024-2025 Period Ending: 01/31/2025

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Expense</b>						
50 - Debt Service	1,159,601.00	1,159,601.00	0.00	0.00	1,159,601.00	100.00%
<b>Expense Total:</b>	<b>1,159,601.00</b>	<b>1,159,601.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,159,601.00</b>	<b>100.00%</b>
<b>Fund: 500 - Debt Service Surplus (Deficit):</b>	<b>8,148.00</b>	<b>8,148.00</b>	<b>242,378.54</b>	<b>631,883.05</b>	<b>623,735.05</b>	<b>-7,655.07%</b>
<b>Fund: 700 - Court Security</b>						
<b>Revenue</b>						
00 - Revenue	7,405.00	7,405.00	753.34	2,576.76	-4,828.24	65.20%
<b>Revenue Total:</b>	<b>7,405.00</b>	<b>7,405.00</b>	<b>753.34</b>	<b>2,576.76</b>	<b>-4,828.24</b>	<b>65.20%</b>
<b>Expense</b>						
70 - Court Security	2,300.00	2,300.00	0.00	0.00	2,300.00	100.00%
<b>Expense Total:</b>	<b>2,300.00</b>	<b>2,300.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,300.00</b>	<b>100.00%</b>
<b>Fund: 700 - Court Security Surplus (Deficit):</b>	<b>5,105.00</b>	<b>5,105.00</b>	<b>753.34</b>	<b>2,576.76</b>	<b>-2,528.24</b>	<b>49.52%</b>
<b>Fund: 710 - Child Safety</b>						
<b>Revenue</b>						
00 - Revenue	101.00	101.00	0.59	27.42	-73.58	72.85%
<b>Revenue Total:</b>	<b>101.00</b>	<b>101.00</b>	<b>0.59</b>	<b>27.42</b>	<b>-73.58</b>	<b>72.85%</b>
<b>Fund: 710 - Child Safety Total:</b>	<b>101.00</b>	<b>101.00</b>	<b>0.59</b>	<b>27.42</b>	<b>-73.58</b>	<b>72.85%</b>
<b>Fund: 720 - Truancy Prevention</b>						
<b>Revenue</b>						
00 - Revenue	7,005.00	7,005.00	725.99	2,534.39	-4,470.61	63.82%
<b>Revenue Total:</b>	<b>7,005.00</b>	<b>7,005.00</b>	<b>725.99</b>	<b>2,534.39</b>	<b>-4,470.61</b>	<b>63.82%</b>
<b>Fund: 720 - Truancy Prevention Total:</b>	<b>7,005.00</b>	<b>7,005.00</b>	<b>725.99</b>	<b>2,534.39</b>	<b>-4,470.61</b>	<b>63.82%</b>
<b>Fund: 730 - Jury - Local</b>						
<b>Revenue</b>						
00 - Revenue	126.00	126.00	13.93	48.23	-77.77	61.72%
<b>Revenue Total:</b>	<b>126.00</b>	<b>126.00</b>	<b>13.93</b>	<b>48.23</b>	<b>-77.77</b>	<b>61.72%</b>
<b>Fund: 730 - Jury - Local Total:</b>	<b>126.00</b>	<b>126.00</b>	<b>13.93</b>	<b>48.23</b>	<b>-77.77</b>	<b>61.72%</b>
<b>Fund: 750 - Court Technology</b>						
<b>Revenue</b>						
00 - Revenue	6,090.00	6,090.00	740.34	2,516.88	-3,573.12	58.67%
<b>Revenue Total:</b>	<b>6,090.00</b>	<b>6,090.00</b>	<b>740.34</b>	<b>2,516.88</b>	<b>-3,573.12</b>	<b>58.67%</b>
<b>Expense</b>						
75 - Court Technology	1,000.00	1,000.00	0.00	999.62	0.38	0.04%
<b>Expense Total:</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>999.62</b>	<b>0.38</b>	<b>0.04%</b>
<b>Fund: 750 - Court Technology Surplus (Deficit):</b>	<b>5,090.00</b>	<b>5,090.00</b>	<b>740.34</b>	<b>1,517.26</b>	<b>-3,572.74</b>	<b>70.19%</b>
<b>Fund: 800 - Hotel Occupancy</b>						
<b>Revenue</b>						
00 - Revenue	3,540.00	3,540.00	1,070.92	2,312.67	-1,227.33	34.67%
<b>Revenue Total:</b>	<b>3,540.00</b>	<b>3,540.00</b>	<b>1,070.92</b>	<b>2,312.67</b>	<b>-1,227.33</b>	<b>34.67%</b>
<b>Expense</b>						
80 - Hotel Occupancy	3,500.00	3,500.00	2,000.00	2,000.00	1,500.00	42.86%
<b>Expense Total:</b>	<b>3,500.00</b>	<b>3,500.00</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>1,500.00</b>	<b>42.86%</b>
<b>Fund: 800 - Hotel Occupancy Surplus (Deficit):</b>	<b>40.00</b>	<b>40.00</b>	<b>-929.08</b>	<b>312.67</b>	<b>272.67</b>	<b>-681.68%</b>
<b>Fund: 850 - Police Asset</b>						
<b>Revenue</b>						
00 - Revenue	0.00	0.00	59.26	242.98	242.98	0.00%
<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>59.26</b>	<b>242.98</b>	<b>242.98</b>	<b>0.00%</b>
<b>Fund: 850 - Police Asset Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>59.26</b>	<b>242.98</b>	<b>242.98</b>	<b>0.00%</b>
<b>Fund: 860 - Shop w/a Cop</b>						
<b>Revenue</b>						
00 - Revenue	4,010.00	4,010.00	21.94	10,035.36	6,025.36	150.26%
<b>Revenue Total:</b>	<b>4,010.00</b>	<b>4,010.00</b>	<b>21.94</b>	<b>10,035.36</b>	<b>6,025.36</b>	<b>150.26%</b>

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense						
86 - Shop w/a Cop	4,000.00	4,000.00	0.00	4,395.37	-395.37	-9.88%
<b>Expense Total:</b>	<b>4,000.00</b>	<b>4,000.00</b>	<b>0.00</b>	<b>4,395.37</b>	<b>-395.37</b>	<b>-9.88%</b>
<b>Fund: 860 - Shop w/a Cop Surplus (Deficit):</b>	<b>10.00</b>	<b>10.00</b>	<b>21.94</b>	<b>5,639.99</b>	<b>5,629.99</b>	<b>56,299.90%</b>
<b>Report Surplus (Deficit):</b>	<b>218,508.00</b>	<b>218,508.00</b>	<b>949,024.82</b>	<b>2,885,270.95</b>	<b>2,666,762.95</b>	<b>-1,220.44%</b>

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Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

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	608,692.13	1,809,157.43	1,637,756.43
150 - Montgomery PID	600.00	600.00	17,833.60	17,833.60	17,233.60
200 - Capital Projects	0.00	0.00	-20,346.39	-185,275.34	-185,275.34
300 - Water & Sewer	0.00	0.00	15,162.73	190,002.92	190,002.92
400 - MEDC	20,882.00	20,882.00	83,917.90	408,769.59	387,887.59
500 - Debt Service	8,148.00	8,148.00	242,378.54	631,883.05	623,735.05
700 - Court Security	5,105.00	5,105.00	753.34	2,576.76	-2,528.24
710 - Child Safety	101.00	101.00	0.59	27.42	-73.58
720 - Truancy Prevention	7,005.00	7,005.00	725.99	2,534.39	-4,470.61
730 - Jury - Local	126.00	126.00	13.93	48.23	-77.77
750 - Court Technology	5,090.00	5,090.00	740.34	1,517.26	-3,572.74
800 - Hotel Occupancy	40.00	40.00	-929.08	312.67	272.67
850 - Police Asset	0.00	0.00	59.26	242.98	242.98
860 - Shop w/a Cop	10.00	10.00	21.94	5,639.99	5,629.99
<b>Report Surplus (Deficit):</b>	<b>218,508.00</b>	<b>218,508.00</b>	<b>949,024.82</b>	<b>2,885,270.95</b>	<b>2,666,762.95</b>

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# Pooled Cash Report

City of Montgomery, TX  
For the Period Ending 1/31/2025

Item 17.

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<b>CLAIM ON CASH</b>				
<a href="#">100-11111-00000</a>	Claim on Cash - General Fund 100	2,429,455.16	510,355.93	2,939,811.09
<a href="#">150-11111-00000</a>	Claim on Cash - PID Fund 150	825.00	17,833.60	18,658.60
<a href="#">200-11111-00000</a>	Claim on Cash - Construction Fund 200	178,147.09	(99,030.03)	79,117.06
<a href="#">300-11111-00000</a>	Claim on Cash - Water & Sewer Fund 300	282,444.70	41,232.43	323,677.13
<a href="#">400-11111-00000</a>	Claim on Cash - MEDC Fund 400	1,431,910.49	75,449.38	1,507,359.87
<a href="#">500-11111-00000</a>	Claim on Cash - Debt Service Fund 500	446,093.63	241,934.18	688,027.81
<a href="#">550-11111-00000</a>	Claim on Cash - General Long Term Debt Fund 550	0.00	0.00	0.00
<a href="#">600-11111-00000</a>	Claim on Cash - Grant Acct Fund 600	20.10	0.00	20.10
<a href="#">700-11111-00000</a>	Claim on Cash - Court Security Fund 700	12,588.33	753.34	13,341.67
<a href="#">710-11111-00000</a>	Claim on Cash - Child Safety	151.83	0.59	152.42
<a href="#">720-11111-00000</a>	Claim on Cash - Truancy Prevention	9,418.04	725.99	10,144.03
<a href="#">730-11111-00000</a>	Claim on Cash - Jury-Local	34.30	13.93	48.23
<a href="#">750-11111-00000</a>	Claim on Cash - Court Technology Fund 750	33,223.00	740.34	33,963.34
<a href="#">800-11111-00000</a>	Claim on Cash - Hotel Occupancy Fund 800	26,641.42	(929.08)	25,712.34
<a href="#">850-11111-00000</a>	Claim on Cash - Police Asset Fund 850	15,162.58	59.26	15,221.84
<a href="#">860-11111-00000</a>	Claim on Cash - Shop w/a Cop	5,618.05	21.94	5,639.99
<a href="#">870-11111-00000</a>	Claim on Cash - PD Drug & Misc	0.00	0.00	0.00
<b>TOTAL CLAIM ON CASH</b>		<u>4,871,733.72</u>	<u>789,161.80</u>	<u>5,660,895.52</u>
<b>CASH IN BANK</b>				
<b>Cash in Bank</b>				
<a href="#">999-11100-00000</a>	Pooled Cash - Operating	3,946,469.25	786,025.40	4,732,494.65
<a href="#">999-11101-00000</a>	Pooled Cash - Grant	0.00	0.00	0.00
<a href="#">999-11102-00000</a>	Pooled Cash - PD Drug & Misc	0.00	0.00	0.00
<a href="#">999-21100-00000</a>	Pooled Cash - Construction	260.76	0.89	261.65
<a href="#">999-21101-00000</a>	Pooled Cash - Home Depot Escrow	141,565.43	479.67	142,045.10
<a href="#">999-31100-00000</a>	Pooled Cash - Water & Sewer	0.00	0.00	0.00
<a href="#">999-41100-00000</a>	Pooled Cash - MEDC	726,211.61	2,461.94	728,673.55
<a href="#">999-51100-00000</a>	Pooled Cash - Debt Service	57,226.67	193.90	57,420.57
<a href="#">999-61100-00000</a>	Pooled Cash - Grant 1	0.00	0.00	0.00
<a href="#">999-61101-00000</a>	Pooled Cash - Grant 2	0.00	0.00	0.00
<a href="#">999-71100-00000</a>	Pooled Cash - Court Security	0.00	0.00	0.00
<a href="#">999-71101-00000</a>	Pooled Cash - Court Tech	0.00	0.00	0.00
<a href="#">999-81100-00000</a>	Pooled Cash - HOT	0.00	0.00	0.00
<a href="#">999-81101-00000</a>	Pooled Cash - PD Forfeiture	0.00	0.00	0.00
<b>TOTAL: Cash in Bank</b>		<u>4,871,733.72</u>	<u>789,161.80</u>	<u>5,660,895.52</u>
<b>Wages Payable</b>				
<a href="#">999-12007-00000</a>	Wages Payable	0.00	0.00	0.00
<b>TOTAL: Wages Payable</b>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>TOTAL CASH IN BANK</b>		<u>4,871,733.72</u>	<u>789,161.80</u>	<u>5,660,895.52</u>
<b>DUE TO OTHER FUNDS</b>				
<a href="#">999-12320-00000</a>	Due To Other Funds	4,871,733.72	789,161.80	5,660,895.52
<b>TOTAL DUE TO OTHER FUNDS</b>		<u>4,871,733.72</u>	<u>789,161.80</u>	<u>5,660,895.52</u>

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	
Claim on Cash	5,660,895.52	Claim on Cash	5,660,895.52	Cash in Bank	5,660,895.52
Cash in Bank	<u>5,660,895.52</u>	Due To Other Funds	<u>5,660,895.52</u>	Due To Other Funds	<u>5,660,895.52</u>
Difference	<u>0.00</u>	Difference	<u>0.00</u>	Difference	<u>0.00</u>

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	
<b>ACCOUNTS PAYABLE PENDING</b>					
<a href="#">100-12099-00000</a>	Accounts Payable Pending	181,986.84	(81,151.50)	100,835.34	
<a href="#">150-12099-00000</a>	Accounts Payable Pending	0.00	0.00	0.00	
<a href="#">200-12099-00000</a>	Accounts Payable Pending	4,642.50	(4,642.50)	0.00	
<a href="#">300-12099-00000</a>	Accounts Payable Pending	20,654.81	(7,231.14)	13,423.67	
<a href="#">400-12099-00000</a>	Accounts Payable Pending	771.97	(771.97)	0.00	
<a href="#">500-12099-00000</a>	Accounts Payable Pending	0.00	0.00	0.00	
<a href="#">550-12099-00000</a>	Accounts Payable Pending	0.00	0.00	0.00	
<a href="#">600-12099-00000</a>	Accounts Payable Pending	0.00	0.00	0.00	
<a href="#">700-12099-00000</a>	Accounts Payable Pending	0.00	0.00	0.00	
<a href="#">750-12099-00000</a>	Accounts Payable Pending	0.00	0.00	0.00	
<a href="#">800-12099-00000</a>	Accounts Payable Pending	0.00	0.00	0.00	
<a href="#">850-12099-00000</a>	Accounts Payable Pending	0.00	0.00	0.00	
<b>TOTAL ACCOUNTS PAYABLE PENDING</b>		<u>208,056.12</u>	<u>(93,797.11)</u>	<u>114,259.01</u>	
<b>DUE FROM OTHER FUNDS</b>					
<a href="#">999-11320-00000</a>	Due From Other Funds	(208,056.12)	93,797.11	(114,259.01)	
<b>TOTAL DUE FROM OTHER FUNDS</b>		<u>(208,056.12)</u>	<u>93,797.11</u>	<u>(114,259.01)</u>	
<b>ACCOUNTS PAYABLE</b>					
<a href="#">999-12000-00000</a>	Accounts Payable Control	208,056.12	(93,797.11)	114,259.01	
<b>TOTAL ACCOUNTS PAYABLE</b>		<u>208,056.12</u>	<u>(93,797.11)</u>	<u>114,259.01</u>	
<b>AP Pending</b>	114,259.01	<b>AP Pending</b>	114,259.01	<b>Due From Other Funds</b>	114,259.01
<b>Due From Other Funds</b>	114,259.01	<b>Accounts Payable</b>	114,259.01	<b>Accounts Payable</b>	114,259.01
<b>Difference</b>	<u>0.00</u>	<b>Difference</b>	<u>0.00</u>	<b>Difference</b>	<u>0.00</u>



# Pooled Cash Report

City of Montgomery, TX  
For the Period Ending 1/31/2025

Item 17.

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	
<b>CLAIM ON CASH</b>					
<a href="#">100-11201-00000</a>	Claim on Pooled Investments - General Fund	2,890,453.44	10,781.64	2,901,235.08	
<a href="#">150-11201-00000</a>	Claim on Pooled Investments - PID	0.00	0.00	0.00	
<a href="#">200-11201-00000</a>	Claim on Pooled Investments - Construction	4,871,225.17	18,170.05	4,889,395.22	
<a href="#">300-11201-00000</a>	Claim on Pooled Investments - Water & Sewer	1,951,851.25	6,845.36	1,958,696.61	
<a href="#">400-11201-00000</a>	Claim on Pooled Investments - MEDC	2,063,366.80	7,696.55	2,071,063.35	
<a href="#">500-11201-00000</a>	Claim on Pooled Investments - Debt Service	2,461.25	444.36	2,905.61	
<a href="#">550-11201-00000</a>	Claim on Pooled Investments - Long Term Debt	0.00	0.00	0.00	
<a href="#">600-11201-00000</a>	Claim on Pooled Investments - Grants	0.00	0.00	0.00	
<a href="#">800-11201-00000</a>	Claim on Pooled Investments - HOT	0.00	0.00	0.00	
<a href="#">850-11201-00000</a>	Claim on Pooled Investments - Police Assets	0.00	0.00	0.00	
<b>TOTAL CLAIM ON CASH</b>		<u>11,779,357.91</u>	<u>43,937.96</u>	<u>11,823,295.87</u>	
<b>CASH IN BANK</b>					
<b>Cash in Bank</b>					
<a href="#">997-11210-00000</a>	Pooled Inv - General Fund Reimb	398,454.93	1,486.27	399,941.20	
<a href="#">997-11230-00000</a>	Pooled Inv - General Fund	2,491,998.51	9,295.37	2,501,293.88	
<a href="#">997-21110-00000</a>	Pooled Inv - ARPA	378,111.66	1,410.33	379,521.99	
<a href="#">997-21140-00000</a>	Pooled Inv - Infrastructure	52,518.36	195.92	52,714.28	
<a href="#">997-21150-00000</a>	Pooled Inv - Mobility	11,245.77	41.96	11,287.73	
<a href="#">997-21160-00000</a>	Pooled Inv - Building Fund	772,329.93	2,880.85	775,210.78	
<a href="#">997-21170-00000</a>	Pooled Inv - TR C of O 2024	3,657,019.45	13,640.99	3,670,660.44	
<a href="#">997-31200-00000</a>	Pooled Inv - Utility Fund	1,835,184.60	6,845.36	1,842,029.96	
<a href="#">997-41110-00000</a>	Pooled Inv - MEDC General	1,572,304.26	5,864.80	1,578,169.06	
<a href="#">997-41120-00000</a>	Pooled Inv - MEDC Reimb	266,128.48	992.73	267,121.21	
<a href="#">997-41130-00000</a>	Pooled Inv - MEDC Downtown	224,934.06	839.02	225,773.08	
<a href="#">997-51110-00000</a>	Pooled Inv - Debt Service TWDB	119,127.90	444.36	119,572.26	
<b>TOTAL: Cash in Bank</b>		<u>11,779,357.91</u>	<u>43,937.96</u>	<u>11,823,295.87</u>	
<b>TOTAL CASH IN BANK</b>		<u>11,779,357.91</u>	<u>43,937.96</u>	<u>11,823,295.87</u>	
<b>DUE TO OTHER FUNDS</b>					
<a href="#">997-12320-00000</a>	Due To Other Funds	11,779,357.91	43,937.96	11,823,295.87	
<b>TOTAL DUE TO OTHER FUNDS</b>		<u>11,779,357.91</u>	<u>43,937.96</u>	<u>11,823,295.87</u>	
<b>Claim on Cash</b>	11,823,295.87	<b>Claim on Cash</b>	11,823,295.87	<b>Cash in Bank</b>	11,823,295.87
<b>Cash in Bank</b>	11,823,295.87	<b>Due To Other Funds</b>	11,823,295.87	<b>Due To Other Funds</b>	11,823,295.87
<b>Difference</b>	<u>0.00</u>	<b>Difference</b>	<u>0.00</u>	<b>Difference</b>	<u>0.00</u>

Item 17.

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
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City of Montgomery, TX

# Check Report

By Check Number

Date Range: 01/01/2025 - 01/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP General-AP General Fund</b>						
1133	Amazon Capital Services	01/06/2025	EFT	0.00	724.66	94
4088	Rick Hanna, CBO Partners LLC	01/06/2025	EFT	0.00	25,652.01	95
5049	Ward, Getz and Associates	01/06/2025	EFT	0.00	48,099.95	96
1133	Amazon Capital Services	01/16/2025	EFT	0.00	345.09	97
5655	ClearGov Inc	01/16/2025	EFT	0.00	17,925.00	98
5231	Fastest Labs - The Woodlands	01/16/2025	EFT	0.00	295.00	99
5554	Kendig Keast Collaborative	01/16/2025	EFT	0.00	6,812.91	100
5598	Parsons McEntire McCleary PLLC	01/16/2025	EFT	0.00	10,923.50	101
4088	Rick Hanna, CBO Partners LLC	01/16/2025	EFT	0.00	7,130.00	102
4700	TML - IRP	01/16/2025	EFT	0.00	15,930.27	103
5049	Ward, Getz and Associates	01/16/2025	EFT	0.00	65,631.19	104
5582	Bull-G Construction Limited Liability Company	01/27/2025	EFT	0.00	12,335.40	105
5582	Bull-G Construction Limited Liability Company	01/27/2025	EFT	0.00	-12,335.40	105
5656	Gary V McGowan	01/27/2025	EFT	0.00	1,462.50	106
5656	Gary V McGowan	01/27/2025	EFT	0.00	-1,462.50	106
5572	ISJ Underground Utilities LLC	01/27/2025	EFT	0.00	34,055.83	107
5572	ISJ Underground Utilities LLC	01/27/2025	EFT	0.00	-34,055.83	107
4233	Schier Construction Company LLC	01/27/2025	EFT	0.00	-17,550.00	108
4233	Schier Construction Company LLC	01/27/2025	EFT	0.00	17,550.00	108
5571	Scythe Construction LLC	01/27/2025	EFT	0.00	30,536.53	109
5571	Scythe Construction LLC	01/27/2025	EFT	0.00	-30,536.53	109
5582	Bull-G Construction Limited Liability Company	01/27/2025	EFT	0.00	12,335.40	110
5572	ISJ Underground Utilities LLC	01/27/2025	EFT	0.00	34,055.83	111
4233	Schier Construction Company LLC	01/27/2025	EFT	0.00	17,550.00	112
5571	Scythe Construction LLC	01/27/2025	EFT	0.00	30,536.53	113
5656	Gary V McGowan	01/27/2025	EFT	0.00	1,462.50	114
5654	Anna Flake	01/02/2025	Regular	0.00	150.00	35458
5502	Areli Meza	01/02/2025	Regular	0.00	480.00	35459
1266	Auto Trust Repairs	01/02/2025	Regular	0.00	25.50	35460
1284	Badger Meter	01/02/2025	Regular	0.00	1,595.23	35461
5524	Cavendars Stores	01/02/2025	Regular	0.00	206.99	35462
1727	City of Montgomery - GF	01/02/2025	Regular	0.00	2,341.28	35463
1778	Coburn's Conroe Inc.	01/02/2025	Regular	0.00	2,788.99	35464
5360	Connie Hurst	01/02/2025	Regular	0.00	150.00	35465
1831	Consolidated Communications	01/02/2025	Regular	0.00	179.33	35466
1939	Dataprose LLC	01/02/2025	Regular	0.00	356.73	35467
2206	Entergy	01/02/2025	Regular	0.00	1,279.48	35468
1786	Frank Cody Skyvara	01/02/2025	Regular	0.00	6,655.00	35469
2401	Ger Nay Pest Control	01/02/2025	Regular	0.00	72.00	35470
2595	Home Depot	01/02/2025	Regular	0.00	99.98	35471
2928	Johnson Petrov LLP	01/02/2025	Regular	0.00	17,416.22	35472
3432	McCoy Corporation	01/02/2025	Regular	0.00	113.94	35473
3775	O'Reilly Automotive, Inc.	01/02/2025	Regular	0.00	20.67	35474
3893	Perdue, Brandon, Fielder, Collins, & Mott	01/02/2025	Regular	0.00	703.41	35475
4508	Techline Pipe, L.P.	01/02/2025	Regular	0.00	386.06	35476
4558	Texas Municipal Clerks Association, Inc.	01/02/2025	Regular	0.00	154.00	35477
4801	Tyler Technologies	01/02/2025	Regular	0.00	41.00	35478
4860	Verizon Connect NWF, Inc	01/02/2025	Regular	0.00	95.70	35479
1125	Always Answer	01/13/2025	Regular	0.00	91.70	35487
1266	Auto Trust Repairs	01/13/2025	Regular	0.00	75.00	35488
2206	Entergy	01/13/2025	Regular	0.00	8,362.67	35489
5525	Francis J Watkins	01/13/2025	Regular	0.00	3,075.00	35490
2402	Ger Nay Pest Control	01/13/2025	Regular	0.00	140.00	35491
2663	Innovative Collison and Accessories LLC	01/13/2025	Regular	0.00	922.97	35492

## Check Report

Date Range: 01/01/2025 - 01/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2130	PVS DX, Inc.	01/13/2025	Regular	0.00	954.49	35493
4551	Texas Excavation Safety System, Inc.	01/13/2025	Regular	0.00	228.85	35494
4822	UniFirst Holdings, Inc.	01/13/2025	Regular	0.00	283.38	35495
4859	Verizon	01/13/2025	Regular	0.00	473.33	35496
4860	Verizon Connect NWF, Inc	01/13/2025	Regular	0.00	95.70	35497
5581	Xylem Dewatering Solutions Inc	01/13/2025	Regular	0.00	5,539.76	35498
1145	American Law Enforcement Radar & Training	01/13/2025	Regular	0.00	270.00	35499
1266	Auto Trust Repairs	01/13/2025	Regular	0.00	728.97	35500
1273	Axon Enterprises, Inc.	01/13/2025	Regular	0.00	16,649.77	35501
2653	Impact Promotional Services LLC	01/13/2025	Regular	0.00	747.74	35502
3599	Montgomery County Radio Shop	01/13/2025	Regular	0.00	75.00	35503
4371	Staples Business Credit	01/13/2025	Regular	0.00	495.49	35504
4414	Stowe's Collision Repair LLC	01/13/2025	Regular	0.00	3,429.66	35505
5320	Unmanned Vehicle Technologies	01/13/2025	Regular	0.00	1,700.00	35506
5116	Valvoline Instant Oil Change	01/13/2025	Regular	0.00	106.22	35507
5502	Areli Meza	01/14/2025	Regular	0.00	480.00	35508
5068	Conroe McCaffety Electric Co. Inc.	01/14/2025	Regular	0.00	585.64	35509
1829	Conroe/Lake Conroe Chamber of Commerce	01/14/2025	Regular	0.00	7,500.00	35510
1831	Consolidated Communications	01/14/2025	Regular	0.00	1,873.61	35511
1939	Dataprose LLC	01/14/2025	Regular	0.00	1,126.05	35512
2206	Entergy	01/14/2025	Regular	0.00	10,171.03	35513
5639	Evan Ballew	01/14/2025	Regular	0.00	25.00	35514
5313	First Class Rentals	01/14/2025	Regular	0.00	3,300.00	35515
2850	Jim's Hardware	01/14/2025	Regular	0.00	394.26	35516
3226	LDC	01/14/2025	Regular	0.00	188.09	35517
5640	Linda Fox	01/14/2025	Regular	0.00	50.00	35518
3436	McCoy's Building Supply Corporation	01/14/2025	Regular	0.00	37.96	35519
5151	Northwest Cascade, Inc	01/14/2025	Regular	0.00	1,480.00	35520
3766	Nova Medical Centers	01/14/2025	Regular	0.00	100.31	35521
3778	Optimum Computer Solutions, Inc	01/14/2025	Regular	0.00	2,000.00	35522
3818	Optiquet Internet Services, Inc	01/14/2025	Regular	0.00	1,156.28	35523
3775	O'Reilly Automotive, Inc.	01/14/2025	Regular	0.00	205.90	35524
2130	PVS DX, Inc.	01/14/2025	Regular	0.00	150.00	35525
4801	Tyler Technologies	01/14/2025	Regular	0.00	477.50	35526
4926	Waste Management	01/14/2025	Regular	0.00	23,047.56	35527
4927	Waste Management (2)	01/14/2025	Regular	0.00	1,474.30	35528
4481	Tammy J. McRae	01/24/2025	Regular	0.00	723.51	35529
4481	Tammy J. McRae	01/24/2025	Regular	0.00	460.35	35530
4540	Texas Department of Motor Vehicles	01/27/2025	Regular	0.00	10.25	35531
1218	APWA Membership	01/31/2025	Regular	0.00	457.00	35532
5502	Areli Meza	01/31/2025	Regular	0.00	480.00	35533
5236	Chad Peace	01/31/2025	Regular	0.00	1,000.00	35534
1831	Consolidated Communications	01/31/2025	Regular	0.00	181.60	35535
1939	Dataprose LLC	01/31/2025	Regular	0.00	232.98	35536
5560	enCodePlus, Inc	01/31/2025	Regular	0.00	13,750.00	35537
2206	Entergy	01/31/2025	Regular	0.00	1,310.44	35538
5652	Enterprise FM Trust	01/31/2025	Regular	0.00	6,825.62	35539
5652	Enterprise FM Trust	01/31/2025	Regular	0.00	-6,825.62	35539
2443	Gordon B. Dudley, Jr.	01/31/2025	Regular	0.00	450.00	35540
5485	Hays Utility North Corporation	01/31/2025	Regular	0.00	75,014.14	35541
2610	Houston Chronicle	01/31/2025	Regular	0.00	235.00	35542
3343	Luxury Air Commercial Services	01/31/2025	Regular	0.00	315.00	35543
5660	MalikTucker	01/31/2025	Regular	0.00	150.00	35544
3450	Medical Air Services Association	01/31/2025	Regular	0.00	193.00	35545
3496	Michael Shirley	01/31/2025	Regular	0.00	450.00	35546
3778	Optimum Computer Solutions, Inc	01/31/2025	Regular	0.00	600.00	35547
3818	Optiquet Internet Services, Inc	01/31/2025	Regular	0.00	1,273.00	35548
4218	Sara Countryman	01/31/2025	Regular	0.00	261.20	35549
4537	Texas Court Clerks Association	01/31/2025	Regular	0.00	110.00	35550
4801	Tyler Technologies	01/31/2025	Regular	0.00	361.00	35551
4901	Vulcan Materials Company	01/31/2025	Regular	0.00	202.44	35552

Check Report

Date Range: 01/01/2025 - 01/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5046	ZNZ Creative Services/Hodge Podge Lodge	01/31/2025	Regular	0.00	137.00	35553
2174	IRS - EFTPS	01/01/2025	Bank Draft	0.00	22,618.15	DFT0000742
4975	Wex Bank	01/01/2025	Bank Draft	0.00	1,170.80	DFT0000751
5633	Next Level Medical	01/02/2025	Bank Draft	0.00	1,980.00	DFT0000752
5612	Robert Half Inc	01/02/2025	Bank Draft	0.00	710.71	DFT0000753
5612	Robert Half Inc	01/02/2025	Bank Draft	0.00	769.50	DFT0000754
5612	Robert Half Inc	01/02/2025	Bank Draft	0.00	677.16	DFT0000755
3963	Purchase Power	01/02/2025	Bank Draft	0.00	1,111.25	DFT0000756
2174	IRS - EFTPS	01/05/2025	Bank Draft	0.00	11.46	DFT0000757
3789	Office of the Attorney General	01/10/2025	Bank Draft	0.00	830.77	DFT0000759
2174	IRS - EFTPS	01/15/2025	Bank Draft	0.00	22,106.70	DFT0000760
4709	TMRS	01/10/2025	Bank Draft	0.00	34,966.23	DFT0000762
3789	Office of the Attorney General	01/24/2025	Bank Draft	0.00	830.77	DFT0000763
2174	IRS - EFTPS	01/29/2025	Bank Draft	0.00	22,347.85	DFT0000764
1072	Aflac	01/29/2025	Bank Draft	0.00	2,399.86	DFT0000767
5612	Robert Half Inc	01/30/2025	Bank Draft	0.00	738.72	DFT0000768
5612	Robert Half Inc	01/30/2025	Bank Draft	0.00	1,477.44	DFT0000769
5612	Robert Half Inc	01/30/2025	Bank Draft	0.00	861.84	DFT0000770
5612	Robert Half Inc	01/30/2025	Bank Draft	0.00	-800.26	DFT0000771
5612	Robert Half Inc	01/30/2025	Bank Draft	0.00	800.26	DFT0000771
5652	Enterprise FM Trust	01/20/2025	Bank Draft	0.00	6,825.62	DFT0000772
5612	Robert Half Inc	01/30/2025	Bank Draft	0.00	800.28	DFT0000782
4591	Texas Workforce Commission	01/29/2025	Bank Draft	0.00	397.38	DFT0000783
4975	Wex Bank	01/16/2025	Bank Draft	0.00	10,667.53	DFT0000784
4705	TX Health Benefits	01/01/2025	Bank Draft	0.00	38,266.66	DFT0000785

Bank Code AP General Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	165	89	0.00	240,764.23
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-6,825.62
Bank Drafts	57	24	0.00	172,566.68
EFT's	89	26	0.00	295,409.84
	<b>311</b>	<b>140</b>	<b>0.00</b>	<b>701,915.13</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	165	89	0.00	240,764.23
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-6,825.62
Bank Drafts	57	24	0.00	172,566.68
EFT's	89	26	0.00	295,409.84
	<b>311</b>	<b>140</b>	<b>0.00</b>	<b>701,915.13</b>

### Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash - Operating	1/2025	701,915.13
			<b>701,915.13</b>



City of Montgomery, TX

# Budget Report Account Summary

For Fiscal: 2024-2025 Period Ending: 01/31/2025

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance (Unfavorable)	Percent Remaining
<b>Fund: 100 - General Fund</b>						
<b>Revenue</b>						
<b>Department: 00 - Revenue</b>						
<a href="#">100-00-14010-0000000</a>	Mixed Beverage Tax	27,000.00	27,000.00	3,667.33	14,120.01	-12,879.99 47.70 %
<a href="#">100-00-14020-0000000</a>	Franchise Tax	95,000.00	95,000.00	0.00	2,000.33	-92,999.67 97.89 %
<a href="#">100-00-14030-0000000</a>	Ad Valorem Taxes - Current	1,548,638.00	1,548,638.00	616,038.13	1,333,874.08	-214,763.92 13.87 %
<a href="#">100-00-14035-0000000</a>	Ad Valorem Taxes - Delinquent	5,000.00	5,000.00	316.56	6,120.13	1,120.13 122.40 %
<a href="#">100-00-14050-0000000</a>	Penalties & Interest - Current	10,000.00	10,000.00	0.00	0.00	-10,000.00 100.00 %
<a href="#">100-00-14055-0000000</a>	Penalties & Interest - Delinquent	3,000.00	3,000.00	113.25	1,813.01	-1,186.99 39.57 %
<a href="#">100-00-14060-0000000</a>	Rendition Penalties	100.00	100.00	937.04	967.18	867.18 967.18 %
<a href="#">100-00-14070-0000000</a>	Sales Tax	2,830,000.00	2,830,000.00	221,867.64	1,079,668.83	-1,750,331.17 61.85 %
<a href="#">100-00-14080-0000000</a>	Sales Tax ILO AdVal Tax	1,415,000.00	1,415,000.00	110,933.82	539,834.42	-875,165.58 61.85 %
<a href="#">100-00-14110-0000000</a>	Building Permits/MEP	485,000.00	485,000.00	17,068.00	190,781.00	-294,219.00 60.66 %
<a href="#">100-00-14120-0000000</a>	Vendor/Beverage Permits	2,500.00	2,500.00	100.00	1,175.00	-1,325.00 53.00 %
<a href="#">100-00-14130-0000000</a>	Sign Fees	3,000.00	3,000.00	0.00	200.00	-2,800.00 93.33 %
<a href="#">100-00-14140-0000000</a>	Plats, Zoning, Misc.	6,000.00	6,000.00	0.00	2,635.93	-3,364.07 56.07 %
<a href="#">100-00-14150-0000000</a>	Culverts	1,000.00	1,000.00	0.00	0.00	-1,000.00 100.00 %
<a href="#">100-00-14210-0000000</a>	Community Building Rental	10,000.00	10,000.00	1,500.00	4,200.00	-5,800.00 58.00 %
<a href="#">100-00-14230-0000000</a>	Right of Way Use Fees	6,000.00	6,000.00	0.00	1,831.63	-4,168.37 69.47 %
<a href="#">100-00-14360-0000000</a>	Fines	216,260.00	216,260.00	23,970.45	74,270.75	-141,989.25 65.66 %
<a href="#">100-00-14530-0000000</a>	Wrecker Service Fees	250.00	250.00	0.00	30.00	-220.00 88.00 %
<a href="#">100-00-14570-0000000</a>	Lease Funds - PD	1,050.00	1,050.00	0.00	0.00	-1,050.00 100.00 %
<a href="#">100-00-14650-0000000</a>	Unanticipated Income	20,000.00	20,000.00	49.88	65,587.18	45,587.18 327.94 %
<a href="#">100-00-14660-0000000</a>	Credit Card Fees	2,000.00	2,000.00	428.75	2,494.78	494.78 124.74 %
<a href="#">100-00-14670-0000000</a>	Interest Income	2,000.00	2,000.00	11,510.95	41,931.80	39,931.80 2,096.59 %
<a href="#">100-00-14680-0000000</a>	Interest on Investments	80,000.00	80,000.00	10,781.64	45,004.57	-34,995.43 43.74 %
<a href="#">100-00-14950-0000000</a>	Admin from MEDC	187,354.00	187,354.00	15,612.83	62,451.36	-124,902.64 66.67 %
	<b>Department: 00 - Revenue Total:</b>	<b>6,956,152.00</b>	<b>6,956,152.00</b>	<b>1,034,896.27</b>	<b>3,470,991.99</b>	<b>-3,485,160.01 50.10%</b>
	<b>Revenue Total:</b>	<b>6,956,152.00</b>	<b>6,956,152.00</b>	<b>1,034,896.27</b>	<b>3,470,991.99</b>	<b>-3,485,160.01 50.10%</b>
<b>Expense</b>						
<b>Department: 10 - Administration</b>						
<a href="#">100-10-16002-0000000</a>	Health Insurance	91,258.00	91,258.00	4,765.16	20,840.21	70,417.79 77.16 %
<a href="#">100-10-16003-0000000</a>	Unemployment Insurance	790.00	790.00	373.54	607.54	182.46 23.10 %
<a href="#">100-10-16004-0000000</a>	Workers Comp	1,805.00	1,805.00	150.08	600.32	1,204.68 66.74 %
<a href="#">100-10-16008-0000000</a>	Payroll Taxes	53,120.00	53,120.00	2,149.65	11,147.62	41,972.38 79.01 %
<a href="#">100-10-16009-0000000</a>	Wages	664,622.00	664,622.00	28,716.03	128,887.21	535,734.79 80.61 %
<a href="#">100-10-16010-0000000</a>	Overtime	697.00	697.00	696.93	5,367.82	-4,670.82 -670.13 %
<a href="#">100-10-16011-0000000</a>	Employee Assistance Program	720.00	720.00	0.00	0.00	720.00 100.00 %
<a href="#">100-10-16012-0000000</a>	Retirement Expense	71,828.00	71,828.00	3,144.26	16,230.63	55,597.37 77.40 %
<a href="#">100-10-16101-0000000</a>	Advertising / Promotion	2,000.00	2,000.00	0.00	0.00	2,000.00 100.00 %
<a href="#">100-10-16102-0000000</a>	Legal Notices & Publications	12,000.00	12,000.00	235.00	2,619.05	9,380.95 78.17 %
<a href="#">100-10-16103-0000000</a>	Recording Fees	3,000.00	3,000.00	0.00	0.00	3,000.00 100.00 %
<a href="#">100-10-16104-0000000</a>	Community Relations	5,000.00	5,000.00	5,500.00	5,587.27	-587.27 -11.75 %
<a href="#">100-10-16105-0000000</a>	Codification	5,000.00	5,000.00	0.00	1,349.04	3,650.96 73.02 %
<a href="#">100-10-16106-0000000</a>	Records Mgt / Retention	1,500.00	1,500.00	0.00	600.00	900.00 60.00 %
<a href="#">100-10-16107-0000000</a>	Records Requests FOIA Program	6,300.00	6,300.00	0.00	6,548.86	-248.86 -3.95 %
<a href="#">100-10-16202-0000000</a>	General Consultant Fees	235,000.00	235,000.00	19,487.91	77,569.09	157,430.91 66.99 %
<a href="#">100-10-16209-0000000</a>	Records Shredding	1,000.00	1,000.00	0.00	0.00	1,000.00 100.00 %
<a href="#">100-10-16210-0000000</a>	Inspections/Permits	364,000.00	364,000.00	24,048.46	104,949.68	259,050.32 71.17 %
<a href="#">100-10-16213-0000000</a>	Legal Fees	100,000.00	100,000.00	12,386.00	28,836.93	71,163.07 71.16 %
<a href="#">100-10-16216-0000000</a>	Audit Fees	36,000.00	36,000.00	0.00	0.00	36,000.00 100.00 %
<a href="#">100-10-16239-0000000</a>	Printing & Office supplies	4,500.00	4,500.00	563.42	1,521.73	2,978.27 66.18 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

		Original	Current	Period	Fiscal	Variance	
		Total Budget	Total Budget	Activity	Activity	Favorable	Percent
						(Unfavorable)	Remaining
<a href="#">100-10-16242-0000000</a>	Postage/Delivery	3,500.00	3,500.00	0.00	258.51	3,241.49	92.61 %
<a href="#">100-10-16243-0000000</a>	Telephone	8,250.00	8,250.00	595.16	2,371.20	5,878.80	71.26 %
<a href="#">100-10-16244-0000000</a>	Tax Assessor Fees	20,000.00	20,000.00	1,230.93	6,701.23	13,298.77	66.49 %
<a href="#">100-10-16245-0000000</a>	Election	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00 %
<a href="#">100-10-16246-0000000</a>	Contract Services - Support Staff	0.00	0.00	2,400.84	11,625.31	-11,625.31	0.00 %
<a href="#">100-10-16249-0000000</a>	Computer/Technology	51,750.00	51,750.00	15,335.84	32,810.06	18,939.94	36.60 %
<a href="#">100-10-16254-0000000</a>	Software Upgrades	30,000.00	30,000.00	18,245.00	18,245.00	11,755.00	39.18 %
<a href="#">100-10-16257-0000000</a>	Medical Exams & Testing	2,000.00	2,000.00	100.31	229.44	1,770.56	88.53 %
<a href="#">100-10-16404-0000000</a>	Copier/Fax Machine	11,000.00	11,000.00	922.50	3,881.24	7,118.76	64.72 %
<a href="#">100-10-16405-0000000</a>	Operating Supplies	2,500.00	2,500.00	342.57	1,044.45	1,455.55	58.22 %
<a href="#">100-10-16417-0000000</a>	Capital Pur. Furniture	1,000.00	1,000.00	0.00	227.98	772.02	77.20 %
<a href="#">100-10-16502-0000000</a>	Dues & Subscriptions	4,000.00	4,000.00	0.00	987.09	3,012.91	75.32 %
<a href="#">100-10-16503-0000000</a>	Travel & Training Staff	20,000.00	20,000.00	397.32	1,673.86	18,326.14	91.63 %
<a href="#">100-10-16504-0000000</a>	Travel & Training Council	2,500.00	2,500.00	261.20	637.56	1,862.44	74.50 %
<a href="#">100-10-16701-0000000</a>	Insurance - Liability	1,948.00	1,948.00	322.53	1,069.92	878.08	45.08 %
<a href="#">100-10-16702-0000000</a>	Insurance - Property	2,708.00	2,708.00	241.55	966.20	1,741.80	64.32 %
<a href="#">100-10-16703-0000000</a>	Insurance - Bond	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">100-10-17001-0000000</a>	Misc Expenses - Other	1,000.00	1,000.00	0.00	96.18	903.82	90.38 %
<a href="#">100-10-17020-0000000</a>	Misc Expenses - Employee Appreciat..	5,000.00	5,000.00	122.93	866.95	4,133.05	82.66 %
<a href="#">100-10-17021-0000000</a>	CC Merchant Fees	18,000.00	18,000.00	902.34	4,955.07	13,044.93	72.47 %
<a href="#">100-10-17180-0000000</a>	Leases - Parks and Recreation - Ad...	0.00	0.00	0.00	865.05	-865.05	0.00 %
<a href="#">100-10-17310-380AGR1</a>	380 Sales Tax Rebate	490,000.00	490,000.00	0.00	0.00	490,000.00	100.00 %
<a href="#">100-10-17320-380AGRO</a>	380 Ad Valorem Tax Rebate	160,000.00	160,000.00	0.00	0.00	160,000.00	100.00 %
	<b>Department: 10 - Administration Total:</b>	<b>2,555,796.00</b>	<b>2,555,796.00</b>	<b>143,637.46</b>	<b>502,775.30</b>	<b>2,053,020.70</b>	<b>80.33%</b>
	<b>Department: 11 - Police</b>						
<a href="#">100-11-16002-0000000</a>	Health Insurance	221,356.00	221,356.00	18,317.29	74,555.42	146,800.58	66.32 %
<a href="#">100-11-16003-0000000</a>	Unemployment Insurance	2,106.00	2,106.00	1,449.67	1,449.67	656.33	31.16 %
<a href="#">100-11-16004-0000000</a>	Workers Comp	47,666.00	47,666.00	3,801.71	15,206.84	32,459.16	68.10 %
<a href="#">100-11-16008-0000000</a>	Payroll Taxes	113,461.00	113,461.00	8,346.10	36,496.85	76,964.15	67.83 %
<a href="#">100-11-16009-0000000</a>	Wages	1,407,127.00	1,407,127.00	102,704.03	411,721.09	995,405.91	70.74 %
<a href="#">100-11-16010-0000000</a>	Overtime	60,000.00	60,000.00	10,645.35	31,196.00	28,804.00	48.01 %
<a href="#">100-11-16011-0000000</a>	Employee Assistance Program	2,250.00	2,250.00	0.00	0.00	2,250.00	100.00 %
<a href="#">100-11-16012-0000000</a>	Retirement Expense	158,549.00	158,549.00	12,117.06	51,210.64	107,338.36	67.70 %
<a href="#">100-11-16104-0000000</a>	Community Relations	6,500.00	6,500.00	0.00	6,942.29	-442.29	-6.80 %
<a href="#">100-11-16106-0000000</a>	Records Mgt / Retention	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">100-11-16227-0000000</a>	Gas/Oil	65,000.00	65,000.00	10,667.53	21,356.35	43,643.65	67.14 %
<a href="#">100-11-16229-0000000</a>	Auto Repairs	35,000.00	35,000.00	9,193.07	17,045.73	17,954.27	51.30 %
<a href="#">100-11-16230-0000000</a>	Equipment repairs	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">100-11-16239-0000000</a>	Printing & Office supplies	4,000.00	4,000.00	216.73	611.03	3,388.97	84.72 %
<a href="#">100-11-16242-0000000</a>	Postage/Delivery	500.00	500.00	0.00	18.12	481.88	96.38 %
<a href="#">100-11-16243-0000000</a>	Telephone	12,720.00	12,720.00	938.52	3,669.84	9,050.16	71.15 %
<a href="#">100-11-16247-0000000</a>	Mobile Data Terminals	14,000.00	14,000.00	0.00	1,573.10	12,426.90	88.76 %
<a href="#">100-11-16249-0000000</a>	Computer/Technology	51,500.00	51,500.00	529.85	10,636.06	40,863.94	79.35 %
<a href="#">100-11-16252-0000000</a>	Code Enforcement	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
<a href="#">100-11-16257-0000000</a>	Medical Exams & Testing	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">100-11-16401-0000000</a>	Radio Fees	6,500.00	6,500.00	75.00	75.00	6,425.00	98.85 %
<a href="#">100-11-16402-0000000</a>	Uniforms & Safety Equip	10,000.00	10,000.00	747.74	2,279.83	7,720.17	77.20 %
<a href="#">100-11-16403-0000000</a>	Protective Gear	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<a href="#">100-11-16404-0000000</a>	Copier/Fax Machine	6,000.00	6,000.00	465.00	1,938.19	4,061.81	67.70 %
<a href="#">100-11-16405-0000000</a>	Operating Supplies	6,000.00	6,000.00	142.64	4,010.92	1,989.08	33.15 %
<a href="#">100-11-16411-0000000</a>	Tools, Etc,	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">100-11-16415-0000000</a>	Emergency Equipment	16,500.00	16,500.00	1,970.00	11,426.15	5,073.85	30.75 %
<a href="#">100-11-16416-0000000</a>	Radios	15,000.00	15,000.00	543.77	543.77	14,456.23	96.37 %
<a href="#">100-11-16417-0000000</a>	Capital Pur. Furniture	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">100-11-16502-0000000</a>	Dues & Subscriptions	2,500.00	2,500.00	176.00	976.00	1,524.00	60.96 %
<a href="#">100-11-16503-0000000</a>	Travel & Training Staff	25,000.00	25,000.00	576.88	8,082.22	16,917.78	67.67 %
<a href="#">100-11-16701-0000000</a>	Insurance - Liability	27,954.00	27,954.00	3,093.26	17,411.24	10,542.76	37.71 %
<a href="#">100-11-16702-0000000</a>	Insurance - Property	11,032.00	11,032.00	889.51	5,754.64	5,277.36	47.84 %

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Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

		Original	Current	Period	Fiscal	Variance	
		Total Budget	Total Budget	Activity	Activity	Favorable	Percent
						(Unfavorable)	Remaining
<a href="#">100-11-16906-0000000</a>	Capital Outlay - Police Cars	93,351.00	93,351.00	5,257.52	10,087.88	83,263.12	89.19 %
<a href="#">100-11-16907-0000000</a>	Capital Outlay - Emergency Lights, ...	20,000.00	20,000.00	0.00	11,718.08	8,281.92	41.41 %
<a href="#">100-11-16910-0000000</a>	Capital Outlay - Vehicle Replacemen...	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
<a href="#">100-11-16911-0000000</a>	Capital Outlay - Computers Equipm...	27,000.00	27,000.00	0.00	11,342.36	15,657.64	57.99 %
<a href="#">100-11-16912-0000000</a>	Public Safety Technology	107,000.00	107,000.00	0.00	19,696.55	87,303.45	81.59 %
<a href="#">100-11-16913-0000000</a>	Capital Outlay - Radar	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
<a href="#">100-11-16916-0000000</a>	Capital Outlay - Investigate & Testin...	12,000.00	12,000.00	0.00	7,332.00	4,668.00	38.90 %
<a href="#">100-11-16917-0000000</a>	Capital Outlay - Ballistic Vests & Shie..	8,500.00	8,500.00	0.00	0.00	8,500.00	100.00 %
<a href="#">100-11-16919-0000000</a>	Capital Outlay - Patrol Weapons	26,000.00	26,000.00	16,106.00	16,586.00	9,414.00	36.21 %
<a href="#">100-11-16920-0000000</a>	Capital Outlay - Traffic Equipment	25,000.00	25,000.00	0.00	25,000.00	0.00	0.00 %
<a href="#">100-11-16921-0000000</a>	Heavy Equipment Upkeep	11,800.00	11,800.00	0.00	-9,731.46	21,531.46	182.47 %
<a href="#">100-11-17001-0000000</a>	Misc Expenses - Other	0.00	0.00	137.00	137.00	-137.00	0.00 %
<a href="#">100-11-17020-0000000</a>	Misc Expenses - Employee Appreciat..	3,000.00	3,000.00	0.00	257.59	2,742.41	91.41 %
	<b>Department: 11 - Police Total:</b>	<b>2,707,372.00</b>	<b>2,707,372.00</b>	<b>209,107.23</b>	<b>828,612.99</b>	<b>1,878,759.01</b>	<b>69.39%</b>
	<b>Department: 12 - Public Works</b>						
<a href="#">100-12-16002-0000000</a>	Health Insurance	41,792.00	41,792.00	2,763.75	10,928.01	30,863.99	73.85 %
<a href="#">100-12-16003-0000000</a>	Unemployment Insurance	878.00	878.00	202.85	310.55	567.45	64.63 %
<a href="#">100-12-16004-0000000</a>	Workers Comp	6,713.00	6,713.00	350.16	1,400.64	5,312.36	79.14 %
<a href="#">100-12-16008-0000000</a>	Payroll Taxes	17,832.00	17,832.00	1,180.13	5,102.17	12,729.83	71.39 %
<a href="#">100-12-16009-0000000</a>	Wages	225,161.00	225,161.00	15,596.66	58,291.02	166,869.98	74.11 %
<a href="#">100-12-16010-0000000</a>	Overtime	5,500.00	5,500.00	14.60	1,985.39	3,514.61	63.90 %
<a href="#">100-12-16011-0000000</a>	Employee Assistance Program	375.00	375.00	0.00	0.00	375.00	100.00 %
<a href="#">100-12-16012-0000000</a>	Retirement Expense	21,909.00	21,909.00	1,462.04	6,066.36	15,842.64	72.31 %
<a href="#">100-12-16104-0000000</a>	Community Relations	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">100-12-16208-0000000</a>	Mowing	140,000.00	140,000.00	0.00	22,230.00	117,770.00	84.12 %
<a href="#">100-12-16217-0000000</a>	Engineering	110,000.00	110,000.00	17,551.07	32,199.20	77,800.80	70.73 %
<a href="#">100-12-16224-0000000</a>	City Hall Cleaning	13,000.00	13,000.00	960.00	3,840.00	9,160.00	70.46 %
<a href="#">100-12-16225-0000000</a>	Downtown Repairs	2,000.00	2,000.00	0.00	97.46	1,902.54	95.13 %
<a href="#">100-12-16226-0000000</a>	Maint - Vehicles & Equipment	3,500.00	3,500.00	391.30	657.63	2,842.37	81.21 %
<a href="#">100-12-16227-0000000</a>	Gas/Oil	14,000.00	14,000.00	0.00	1,913.18	12,086.82	86.33 %
<a href="#">100-12-16229-0000000</a>	Auto Repairs	6,000.00	6,000.00	0.00	46.47	5,953.53	99.23 %
<a href="#">100-12-16230-0000000</a>	Equipment repairs	4,000.00	4,000.00	0.00	914.57	3,085.43	77.14 %
<a href="#">100-12-16231-0000000</a>	Bldg Repairs-City Hall	26,000.00	26,000.00	1,043.57	1,434.38	24,565.62	94.48 %
<a href="#">100-12-16232-0000000</a>	Street Repairs - Minor	10,000.00	10,000.00	31.98	801.97	9,198.03	91.98 %
<a href="#">100-12-16237-0000000</a>	Mosquito Spraying	6,500.00	6,500.00	0.00	1,575.00	4,925.00	75.77 %
<a href="#">100-12-16238-0000000</a>	Street Signs	3,300.00	3,300.00	0.00	260.40	3,039.60	92.11 %
<a href="#">100-12-16239-0000000</a>	Printing & Office supplies	1,600.00	1,600.00	-27.94	222.66	1,377.34	86.08 %
<a href="#">100-12-16242-0000000</a>	Postage/Delivery	750.00	750.00	0.00	0.00	750.00	100.00 %
<a href="#">100-12-16243-0000000</a>	Telephone	9,000.00	9,000.00	752.70	2,846.41	6,153.59	68.37 %
<a href="#">100-12-16249-0000000</a>	Computer/Technology	22,000.00	22,000.00	985.86	12,177.07	9,822.93	44.65 %
<a href="#">100-12-16255-0000000</a>	Bldg Repairs - Comm Center	5,000.00	5,000.00	31.13	657.71	4,342.29	86.85 %
<a href="#">100-12-16402-0000000</a>	Uniforms & Safety Equip	4,700.00	4,700.00	184.06	892.06	3,807.94	81.02 %
<a href="#">100-12-16405-0000000</a>	Operating Supplies	8,000.00	8,000.00	80.98	910.29	7,089.71	88.62 %
<a href="#">100-12-16406-0000000</a>	Streets & Drainage	2,000.00	2,000.00	0.00	375.00	1,625.00	81.25 %
<a href="#">100-12-16407-0000000</a>	Supplies & Equipment - Cedar Break...	2,000.00	2,000.00	0.00	382.11	1,617.89	80.89 %
<a href="#">100-12-16408-0000000</a>	Supplies & Equipment - Homecomi...	2,000.00	2,000.00	0.00	212.12	1,787.88	89.39 %
<a href="#">100-12-16409-0000000</a>	Supplies & Equipment - Fernland Pa...	2,000.00	2,000.00	8.97	256.14	1,743.86	87.19 %
<a href="#">100-12-16410-0000000</a>	Supplies & Equipment - Community...	2,000.00	2,000.00	0.00	142.50	1,857.50	92.88 %
<a href="#">100-12-16411-0000000</a>	Tools, Etc,	3,300.00	3,300.00	35.98	723.25	2,576.75	78.08 %
<a href="#">100-12-16412-0000000</a>	Supplies & Equipment - Memory Pa...	2,000.00	2,000.00	0.00	69.64	1,930.36	96.52 %
<a href="#">100-12-16413-0000000</a>	Culverts	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">100-12-16502-0000000</a>	Dues & Subscriptions	2,000.00	2,000.00	457.00	457.00	1,543.00	77.15 %
<a href="#">100-12-16503-0000000</a>	Travel & Training Staff	5,500.00	5,500.00	0.00	87.11	5,412.89	98.42 %
<a href="#">100-12-16601-0000000</a>	Park Maint - Memory Pk	10,000.00	10,000.00	0.00	290.59	9,709.41	97.09 %
<a href="#">100-12-16602-0000000</a>	Park Maint - Fernland	10,000.00	10,000.00	37.99	14,950.05	-4,950.05	-49.50 %
<a href="#">100-12-16603-0000000</a>	Park Maint - Cedar Brake Park	10,000.00	10,000.00	59.82	440.21	9,559.79	95.60 %
<a href="#">100-12-16604-0000000</a>	Park Maint - Homecoming Park	10,000.00	10,000.00	0.00	22.95	9,977.05	99.77 %
<a href="#">100-12-16701-0000000</a>	Insurance - Liability	5,027.00	5,027.00	672.30	3,595.80	1,431.20	28.47 %

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Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-12-16702-0000000</a>	Insurance - Property	1,528.00	1,528.00	125.15	971.30	556.70	36.43 %
<a href="#">100-12-16803-0000000</a>	Utilities - Electronic Sign-City	1,590.00	1,590.00	74.02	213.00	1,377.00	86.60 %
<a href="#">100-12-16804-0000000</a>	Utilities - Street Lights	15,500.00	15,500.00	1,305.99	5,170.80	10,329.20	66.64 %
<a href="#">100-12-16805-0000000</a>	Utilities - Downtown Utilities	1,500.00	1,500.00	89.11	355.21	1,144.79	76.32 %
<a href="#">100-12-16806-0000000</a>	Utilities - Cedar Brake Park	2,200.00	2,200.00	235.76	667.89	1,532.11	69.64 %
<a href="#">100-12-16807-0000000</a>	Utilities - Homecoming Park	1,200.00	1,200.00	45.34	250.19	949.81	79.15 %
<a href="#">100-12-16808-0000000</a>	Utilities - Fernland Park	6,000.00	6,000.00	552.80	1,458.92	4,541.08	75.68 %
<a href="#">100-12-16809-0000000</a>	Utilities - City Hall	14,300.00	14,300.00	811.92	2,729.97	11,570.03	80.91 %
<a href="#">100-12-16811-0000000</a>	Utilities - Community Center Buildi...	6,500.00	6,500.00	397.49	1,727.11	4,772.89	73.43 %
<a href="#">100-12-16812-0000000</a>	Utilities - Memory Park	9,000.00	9,000.00	0.00	5,000.48	3,999.52	44.44 %
<a href="#">100-12-16813-0000000</a>	Utilities - 213 Prairie	1,885.00	1,885.00	35.38	240.32	1,644.68	87.25 %
<a href="#">100-12-16911-0000000</a>	Capital Outlay - Computers Equipm...	0.00	0.00	0.00	474.94	-474.94	0.00 %
<a href="#">100-12-16922-0000000</a>	Capital Outlay - Public Works Items	23,000.00	23,000.00	784.05	3,731.86	19,268.14	83.77 %
<a href="#">100-12-16923-0000000</a>	Capital Outlay - General Improvem...	20,000.00	20,000.00	0.00	3,310.00	16,690.00	83.45 %
<a href="#">100-12-16924-0000000</a>	Capital Outlay - Drainage Improvem...	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<a href="#">100-12-16926-0000000</a>	Capital Outlay - Park Improvements	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
<a href="#">100-12-17001-0000000</a>	Misc Expenses - Other	1,000.00	1,000.00	147.50	186.32	813.68	81.37 %
<a href="#">100-12-17150-0000000</a>	Contract Labor - Streets	250,000.00	250,000.00	0.00	15,000.00	235,000.00	94.00 %
<b>Department: 12 - Public Works Total:</b>		<b>1,184,540.00</b>	<b>1,184,540.00</b>	<b>49,431.47</b>	<b>231,253.38</b>	<b>953,286.62</b>	<b>80.48%</b>
<b>Department: 13 - Court</b>							
<a href="#">100-13-16002-0000000</a>	Health Insurance	35,075.00	35,075.00	2,952.59	11,819.96	23,255.04	66.30 %
<a href="#">100-13-16003-0000000</a>	Unemployment Insurance	351.00	351.00	175.85	175.85	175.15	49.90 %
<a href="#">100-13-16004-0000000</a>	Workers Comp	478.00	478.00	50.02	200.08	277.92	58.14 %
<a href="#">100-13-16007-0000000</a>	Crime Insurance	500.00	500.00	40.71	162.84	337.16	67.43 %
<a href="#">100-13-16008-0000000</a>	Payroll Taxes	13,786.00	13,786.00	991.12	4,400.63	9,385.37	68.08 %
<a href="#">100-13-16009-0000000</a>	Wages	176,058.00	176,058.00	13,369.79	52,753.97	123,304.03	70.04 %
<a href="#">100-13-16010-0000000</a>	Overtime	2,400.00	2,400.00	157.54	895.84	1,504.16	62.67 %
<a href="#">100-13-16011-0000000</a>	Employee Assistance Program	375.00	375.00	0.00	0.00	375.00	100.00 %
<a href="#">100-13-16012-0000000</a>	Retirement Expense	19,264.00	19,264.00	1,446.07	6,211.81	13,052.19	67.75 %
<a href="#">100-13-16104-0000000</a>	Community Relations	400.00	400.00	0.00	0.00	400.00	100.00 %
<a href="#">100-13-16106-0000000</a>	Communications - Records Mgt / Re...	1,600.00	1,600.00	0.00	0.00	1,600.00	100.00 %
<a href="#">100-13-16207-0000000</a>	Prosecutors Fees	10,000.00	10,000.00	900.00	3,600.00	6,400.00	64.00 %
<a href="#">100-13-16209-0000000</a>	Records Shredding	350.00	350.00	0.00	0.00	350.00	100.00 %
<a href="#">100-13-16211-0000000</a>	Judge's Fee	12,000.00	12,000.00	1,000.00	4,000.00	8,000.00	66.67 %
<a href="#">100-13-16239-0000000</a>	Printing & Office supplies	1,400.00	1,400.00	92.13	113.28	1,286.72	91.91 %
<a href="#">100-13-16242-0000000</a>	Postage/Delivery	3,500.00	3,500.00	0.00	1,119.36	2,380.64	68.02 %
<a href="#">100-13-16243-0000000</a>	Telephone	5,350.00	5,350.00	374.72	1,449.87	3,900.13	72.90 %
<a href="#">100-13-16249-0000000</a>	Computer/Technology	30,000.00	30,000.00	985.86	4,652.27	25,347.73	84.49 %
<a href="#">100-13-16402-0000000</a>	Uniforms & Safety Equip	100.00	100.00	0.00	0.00	100.00	100.00 %
<a href="#">100-13-16404-0000000</a>	Copier/Fax Machine	11,500.00	11,500.00	817.50	3,356.84	8,143.16	70.81 %
<a href="#">100-13-16405-0000000</a>	Operating Supplies	2,500.00	2,500.00	0.00	490.27	2,009.73	80.39 %
<a href="#">100-13-16417-0000000</a>	Capital Pur. Furniture	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
<a href="#">100-13-16502-0000000</a>	Dues & Subscriptions	300.00	300.00	110.00	185.00	115.00	38.33 %
<a href="#">100-13-16503-0000000</a>	Travel & Training Staff	2,000.00	2,000.00	0.00	1,568.90	431.10	21.56 %
<a href="#">100-13-16701-0000000</a>	Insurance - Liability	1,948.00	1,948.00	322.53	1,069.92	878.08	45.08 %
<a href="#">100-13-16702-0000000</a>	Insurance - Property	2,708.00	2,708.00	241.55	966.20	1,741.80	64.32 %
<a href="#">100-13-17001-0000000</a>	Misc Expenses - Other	100.00	100.00	0.00	0.00	100.00	100.00 %
<b>Department: 13 - Court Total:</b>		<b>337,043.00</b>	<b>337,043.00</b>	<b>24,027.98</b>	<b>99,192.89</b>	<b>237,850.11</b>	<b>70.57%</b>
<b>Expense Total:</b>		<b>6,784,751.00</b>	<b>6,784,751.00</b>	<b>426,204.14</b>	<b>1,661,834.56</b>	<b>5,122,916.44</b>	<b>75.51%</b>
<b>Fund: 100 - General Fund Surplus (Deficit):</b>		<b>171,401.00</b>	<b>171,401.00</b>	<b>608,692.13</b>	<b>1,809,157.43</b>	<b>1,637,756.43</b>	<b>-955.51%</b>
<b>Fund: 150 - Montgomery PID</b>							
<b>Revenue</b>							
<b>Department: 00 - Revenue</b>							
<a href="#">150-00-15000-0000000</a>	Montgomery PID - Tax Revenue	46,595.00	46,595.00	17,833.60	17,833.60	-28,761.40	61.73 %
<b>Department: 00 - Revenue Total:</b>		<b>46,595.00</b>	<b>46,595.00</b>	<b>17,833.60</b>	<b>17,833.60</b>	<b>-28,761.40</b>	<b>61.73%</b>
<b>Revenue Total:</b>		<b>46,595.00</b>	<b>46,595.00</b>	<b>17,833.60</b>	<b>17,833.60</b>	<b>-28,761.40</b>	<b>61.73%</b>

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Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Expense</b>						
<b>Department: 15 - Montgomery PID</b>						
<a href="#">150-15-17500-0000000</a>	Montgomery PID - Property Tax Re...	45,995.00	45,995.00	0.00	0.00	45,995.00 100.00 %
<b>Department: 15 - Montgomery PID Total:</b>		<b>45,995.00</b>	<b>45,995.00</b>	<b>0.00</b>	<b>0.00</b>	<b>45,995.00 100.00%</b>
<b>Expense Total:</b>		<b>45,995.00</b>	<b>45,995.00</b>	<b>0.00</b>	<b>0.00</b>	<b>45,995.00 100.00%</b>
<b>Fund: 150 - Montgomery PID Surplus (Deficit):</b>		<b>600.00</b>	<b>600.00</b>	<b>17,833.60</b>	<b>17,833.60</b>	<b>17,233.60 -2,872.27%</b>
<b>Fund: 200 - Capital Projects</b>						
<b>Revenue</b>						
<b>Department: 00 - Revenue</b>						
<a href="#">200-00-24003-0000000</a>	Transfer from MEDC - Other	0.00	0.00	16,666.67	66,666.64	66,666.64 0.00 %
<a href="#">200-00-24500-0000000</a>	Interest Earned on Investments	0.00	0.00	18,170.94	75,873.53	75,873.53 0.00 %
<b>Department: 00 - Revenue Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>34,837.61</b>	<b>142,540.17</b>	<b>142,540.17 0.00%</b>
<b>Revenue Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>34,837.61</b>	<b>142,540.17</b>	<b>142,540.17 0.00%</b>
<b>Expense</b>						
<b>Department: 20 - Capital Projects</b>						
<a href="#">200-20-16217-0000400</a>	Eng - Old Plantersville Waterline Ext	0.00	0.00	1,762.69	1,762.69	-1,762.69 0.00 %
<a href="#">200-20-16217-0000500</a>	Eng - Old Plantersville Force Main E...	0.00	0.00	405.00	2,043.75	-2,043.75 0.00 %
<a href="#">200-20-16217-0001100</a>	Eng - Sanitary Sewer & Manhole Re...	0.00	0.00	3,821.25	5,263.75	-5,263.75 0.00 %
<a href="#">200-20-16217-0001400</a>	Eng - Buffalo Springs Dr. Road Impr.	0.00	0.00	1,010.00	2,744.25	-2,744.25 0.00 %
<a href="#">200-20-16217-0001500</a>	Eng - Buffalo Springs Dr & SH-105 T...	0.00	0.00	1,903.75	6,543.00	-6,543.00 0.00 %
<a href="#">200-20-16217-0001600</a>	Eng - WP #2 Improvements	0.00	0.00	3,645.00	10,212.63	-10,212.63 0.00 %
<a href="#">200-20-16217-0001700</a>	Eng - FM 1097 Sanitary Sewer Impr...	0.00	0.00	2,559.31	10,594.94	-10,594.94 0.00 %
<a href="#">200-20-16217-0001900</a>	Eng - LS 10 Improvements Phase II	0.00	0.00	1,950.00	1,950.00	-1,950.00 0.00 %
<a href="#">200-20-17001-0000400</a>	Misc - Old Plantersville Waterline Ext	0.00	0.00	0.00	5,271.00	-5,271.00 0.00 %
<a href="#">200-20-26300-0000500</a>	Cons - Old Plantersville Force Main	0.00	0.00	17,500.00	17,500.00	-17,500.00 0.00 %
<a href="#">200-20-26300-0001101</a>	Cons - 2023 Sanitary Sewer Rehab ...	0.00	0.00	1,127.00	1,127.00	-1,127.00 0.00 %
<a href="#">200-20-26400-0001600</a>	Cons - WP #2 Improvements	0.00	0.00	19,500.00	203,400.00	-203,400.00 0.00 %
<a href="#">200-20-26500-0001400</a>	Cons - Buffalo Springs Dr Road Impr	0.00	0.00	0.00	51,625.50	-51,625.50 0.00 %
<a href="#">200-20-26500-0001500</a>	Cons - Buffalo Springs Dr & SH 105 T...	0.00	0.00	0.00	7,777.00	-7,777.00 0.00 %
<b>Department: 20 - Capital Projects Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>55,184.00</b>	<b>327,815.51</b>	<b>-327,815.51 0.00%</b>
<b>Expense Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>55,184.00</b>	<b>327,815.51</b>	<b>-327,815.51 0.00%</b>
<b>Fund: 200 - Capital Projects Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>-20,346.39</b>	<b>-185,275.34</b>	<b>-185,275.34 0.00%</b>
<b>Fund: 300 - Water &amp; Sewer</b>						
<b>Revenue</b>						
<b>Department: 00 - Revenue</b>						
<a href="#">300-00-34110-0000000</a>	Water Revenue	916,000.00	916,000.00	62,598.20	349,566.60	-566,433.40 61.84 %
<a href="#">300-00-34130-0000000</a>	Lone Star Ground Water Revenue	9,360.00	9,360.00	654.43	3,965.01	-5,394.99 57.64 %
<a href="#">300-00-34140-0000000</a>	Application Fee	6,000.00	6,000.00	210.00	2,430.00	-3,570.00 59.50 %
<a href="#">300-00-34150-0000000</a>	Disconnect Reconnect	4,000.00	4,000.00	700.00	3,250.00	-750.00 18.75 %
<a href="#">300-00-34160-0000000</a>	Sewer Revenue	887,000.00	887,000.00	59,445.00	284,070.40	-602,929.60 67.97 %
<a href="#">300-00-34170-0000000</a>	Tap Fees/Inspections	450,000.00	450,000.00	92,053.59	176,398.59	-273,601.41 60.80 %
<a href="#">300-00-34180-0000000</a>	Grease Trap Inspections	35,000.00	35,000.00	2,925.00	11,440.00	-23,560.00 67.31 %
<a href="#">300-00-34190-0000000</a>	Late Charges	18,200.00	18,200.00	1,243.46	8,192.66	-10,007.34 54.99 %
<a href="#">300-00-34200-0000000</a>	Returned Check Fee	500.00	500.00	0.00	0.00	-500.00 100.00 %
<a href="#">300-00-34210-0000000</a>	Backflow Testing	1,000.00	1,000.00	0.00	0.00	-1,000.00 100.00 %
<a href="#">300-00-34220-0000000</a>	Solid Waste Revenue	285,300.00	285,300.00	25,577.13	102,152.20	-183,147.80 64.19 %
<a href="#">300-00-34320-0000000</a>	Groundwater Reduction Revenue	213,200.00	213,200.00	15,425.85	93,460.95	-119,739.05 56.16 %
<a href="#">300-00-34420-0000000</a>	Impact Fees - Capital Cost	1,170,000.00	1,170,000.00	0.00	0.00	-1,170,000.00 100.00 %
<a href="#">300-00-34430-0000000</a>	Interest Income	1,000.00	1,000.00	1,514.43	5,067.38	4,067.38 506.74 %
<a href="#">300-00-34440-0000000</a>	Interest earned on Investments	80,000.00	80,000.00	6,845.36	28,924.40	-51,075.60 63.84 %
<a href="#">300-00-34450-0000000</a>	Meter Box Replacement	1,500.00	1,500.00	0.00	0.00	-1,500.00 100.00 %
<a href="#">300-00-34460-0000000</a>	EndPoint Charge	500.00	500.00	0.00	0.00	-500.00 100.00 %
<a href="#">300-00-34470-0000000</a>	Miscellaneous Revenue & ETS Reve...	10,000.00	10,000.00	982.50	6,455.00	-3,545.00 35.45 %
<a href="#">300-00-34500-0000000</a>	Use of Surplus Funds	196,193.00	196,193.00	0.00	0.00	-196,193.00 100.00 %

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Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">300-00-34530-0000000</a>	Utility Contracts	2,000.00	2,000.00	8.70	837.57	-1,162.43	58.12 %
	<b>Department: 00 - Revenue Total:</b>	<b>4,286,753.00</b>	<b>4,286,753.00</b>	<b>270,183.65</b>	<b>1,076,210.76</b>	<b>-3,210,542.24</b>	<b>74.89%</b>
	<b>Revenue Total:</b>	<b>4,286,753.00</b>	<b>4,286,753.00</b>	<b>270,183.65</b>	<b>1,076,210.76</b>	<b>-3,210,542.24</b>	<b>74.89%</b>
<b>Expense</b>							
<b>Department: 30 - Water &amp; Sewer</b>							
<a href="#">300-30-16002-0000000</a>	Health Insurance	92,777.00	92,777.00	6,298.12	26,087.71	66,689.29	71.88 %
<a href="#">300-30-16003-0000000</a>	Unemployment Insurance	790.00	790.00	363.04	418.71	371.29	47.00 %
<a href="#">300-30-16004-0000000</a>	Workers Comp	10,892.00	10,892.00	650.28	2,601.12	8,290.88	76.12 %
<a href="#">300-30-16008-0000000</a>	Payroll Taxes	36,646.00	36,646.00	2,003.31	9,356.56	27,289.44	74.47 %
<a href="#">300-30-16009-0000000</a>	Wages	468,671.00	468,671.00	27,950.01	112,481.16	356,189.84	76.00 %
<a href="#">300-30-16010-0000000</a>	Overtime	5,500.00	5,500.00	14.60	2,553.93	2,946.07	53.56 %
<a href="#">300-30-16011-0000000</a>	Employee Assitance Program	782.00	782.00	0.00	0.00	782.00	100.00 %
<a href="#">300-30-16012-0000000</a>	Retirement Expense	51,208.00	51,208.00	2,986.76	13,514.38	37,693.62	73.61 %
<a href="#">300-30-16246-0000000</a>	Contract Services-Support Staff	0.00	0.00	1,477.44	6,094.44	-6,094.44	0.00 %
<a href="#">300-30-36107-0000000</a>	Crime Insurance	500.00	500.00	40.71	162.84	337.16	67.43 %
<a href="#">300-30-36204-0000000</a>	Engineering	110,000.00	110,000.00	17,101.87	29,081.24	80,918.76	73.56 %
<a href="#">300-30-36208-0000000</a>	Operator	52,500.00	52,500.00	8,550.00	17,100.00	35,400.00	67.43 %
<a href="#">300-30-36209-0000000</a>	Billing & Collections	35,000.00	35,000.00	1,359.03	8,929.37	26,070.63	74.49 %
<a href="#">300-30-36210-0000000</a>	Backflow Testing	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">300-30-36211-0000000</a>	Testing	15,000.00	15,000.00	2,696.90	8,193.20	6,806.80	45.38 %
<a href="#">300-30-36214-0000000</a>	Sludge Hauling	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
<a href="#">300-30-36215-0000000</a>	Printing & Office Supplies	1,200.00	1,200.00	0.00	47.62	1,152.38	96.03 %
<a href="#">300-30-36216-0000000</a>	Postage	1,500.00	1,500.00	0.00	24.94	1,475.06	98.34 %
<a href="#">300-30-36217-0000000</a>	Telephone	14,750.00	14,750.00	1,054.79	3,872.72	10,877.28	73.74 %
<a href="#">300-30-36218-0000000</a>	Tap Fees & Inspections	75,000.00	75,000.00	6,360.00	31,167.37	43,832.63	58.44 %
<a href="#">300-30-36221-0000000</a>	Garbage Pickup	282,300.00	282,300.00	24,521.86	70,744.51	211,555.49	74.94 %
<a href="#">300-30-36302-0000000</a>	Advertising/Promotion	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
<a href="#">300-30-36303-0000000</a>	Permits & Licenses	30,000.00	30,000.00	0.00	37,293.10	-7,293.10	-24.31 %
<a href="#">300-30-36307-0000000</a>	Dues & Subscriptions	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">300-30-36400-0000000</a>	Supplies & Equipment	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
<a href="#">300-30-36401-0000000</a>	Chemicals	50,000.00	50,000.00	8,635.49	25,902.46	24,097.54	48.20 %
<a href="#">300-30-36402-0000000</a>	Copier / Fax Machine	3,000.00	3,000.00	135.00	573.10	2,426.90	80.90 %
<a href="#">300-30-36403-0000000</a>	Operating Supplies	80,000.00	80,000.00	618.58	14,835.40	65,164.60	81.46 %
<a href="#">300-30-36404-0000000</a>	Uniforms	4,700.00	4,700.00	184.08	892.11	3,807.89	81.02 %
<a href="#">300-30-36406-0000000</a>	Computer Technology	24,000.00	24,000.00	1,504.36	10,821.45	13,178.55	54.91 %
<a href="#">300-30-36502-0000000</a>	Travel & Training	5,500.00	5,500.00	0.00	87.09	5,412.91	98.42 %
<a href="#">300-30-36503-0000000</a>	Employee Relations	2,000.00	2,000.00	0.00	223.28	1,776.72	88.84 %
<a href="#">300-30-36601-0000000</a>	Repairs & Maintenance	325,000.00	325,000.00	43,069.15	106,544.95	218,455.05	67.22 %
<a href="#">300-30-36602-0000000</a>	Vehicle Repair and Maint.	3,500.00	3,500.00	391.32	629.92	2,870.08	82.00 %
<a href="#">300-30-36604-0000000</a>	Water & Sewer Items	23,000.00	23,000.00	784.05	3,731.86	19,268.14	83.77 %
<a href="#">300-30-36605-0000000</a>	Gas & Oil	14,000.00	14,000.00	0.00	1,913.18	12,086.82	86.33 %
<a href="#">300-30-36701-0000000</a>	Liability Insurance	4,978.00	4,978.00	672.30	3,595.80	1,382.20	27.77 %
<a href="#">300-30-36702-0000000</a>	Property Insurance	48,440.00	48,440.00	4,265.92	17,534.38	30,905.62	63.80 %
<a href="#">300-30-36801-0000000</a>	Gas For Generators	1,320.00	1,320.00	96.73	252.70	1,067.30	80.86 %
<a href="#">300-30-36802-0000000</a>	Water Plants	110,000.00	110,000.00	6,943.81	24,225.45	85,774.55	77.98 %
<a href="#">300-30-36803-0000000</a>	WWTP	80,000.00	80,000.00	7,583.94	21,258.06	58,741.94	73.43 %
<a href="#">300-30-36804-0000000</a>	Lift Stations	24,200.00	24,200.00	2,060.14	5,358.23	18,841.77	77.86 %
<a href="#">300-30-37000-0000000</a>	Utility Projects - Prev Maint	224,000.00	224,000.00	15,368.13	31,001.58	192,998.42	86.16 %
<a href="#">300-30-37003-0000000</a>	Utility Projects - Impact Fees Transf...	1,170,000.00	1,170,000.00	0.00	0.00	1,170,000.00	100.00 %
<a href="#">300-30-37101-0000000</a>	Miscellaneous Expenses - Misc	1,000.00	1,000.00	147.50	147.50	852.50	85.25 %
<a href="#">300-30-37102-0000000</a>	Miscellaneous Expenses - Bank Cha...	35,000.00	35,000.00	1,956.78	8,254.78	26,745.22	76.41 %
<a href="#">300-30-37202-0000000</a>	Other Expense - Transfer to Debt Se...	686,099.00	686,099.00	57,174.92	228,699.64	457,399.36	66.67 %
	<b>Department: 30 - Water &amp; Sewer Total:</b>	<b>4,286,753.00</b>	<b>4,286,753.00</b>	<b>255,020.92</b>	<b>886,207.84</b>	<b>3,400,545.16</b>	<b>79.33%</b>
	<b>Expense Total:</b>	<b>4,286,753.00</b>	<b>4,286,753.00</b>	<b>255,020.92</b>	<b>886,207.84</b>	<b>3,400,545.16</b>	<b>79.33%</b>
	<b>Fund: 300 - Water &amp; Sewer Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>15,162.73</b>	<b>190,002.92</b>	<b>190,002.92</b>	<b>0.00%</b>

Item 17.

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 400 - MEDC</b>							
<b>Revenue</b>							
<b>Department: 00 - Revenue</b>							
<a href="#">400-00-44110-0000000</a>	Sales Tax Revenue	865,000.00	865,000.00	110,933.82	539,834.42	-325,165.58	37.59 %
<a href="#">400-00-44230-0000000</a>	Interest Income	80,000.00	80,000.00	10,158.49	36,044.99	-43,955.01	54.94 %
<a href="#">400-00-44300-0000000</a>	Events Revenue	7,000.00	7,000.00	0.00	125.00	-6,875.00	98.21 %
	<b>Department: 00 - Revenue Total:</b>	<b>952,000.00</b>	<b>952,000.00</b>	<b>121,092.31</b>	<b>576,004.41</b>	<b>-375,995.59</b>	<b>39.50%</b>
	<b>Revenue Total:</b>	<b>952,000.00</b>	<b>952,000.00</b>	<b>121,092.31</b>	<b>576,004.41</b>	<b>-375,995.59</b>	<b>39.50%</b>
<b>Expense</b>							
<b>Department: 40 - MEDC</b>							
<a href="#">400-40-46107-0000000</a>	Transfer to Capital Proj	200,000.00	200,000.00	16,666.67	66,666.64	133,333.36	66.67 %
<a href="#">400-40-46205-0000000</a>	Sales Tax Reimb	180,000.00	180,000.00	0.00	0.00	180,000.00	100.00 %
<a href="#">400-40-46206-0000000</a>	Econ Dev Grant Prog	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
<a href="#">400-40-46213-0000000</a>	Legal Fees	0.00	0.00	0.00	736.00	-736.00	0.00 %
<a href="#">400-40-46303-0000000</a>	Quality of Life - Events	76,000.00	76,000.00	4,894.91	36,559.44	39,440.56	51.90 %
<a href="#">400-40-46505-0000000</a>	Brochures / Printed Lit	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
<a href="#">400-40-46514-0000000</a>	Social Media Advertising	3,400.00	3,400.00	0.00	785.41	2,614.59	76.90 %
<a href="#">400-40-46515-0000000</a>	Historical Signage	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">400-40-46516-0000000</a>	Dues & Subscriptions	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
<a href="#">400-40-46601-0000000</a>	Transfers to General Fund	187,354.00	187,354.00	15,612.83	62,451.36	124,902.64	66.67 %
<a href="#">400-40-46603-0000000</a>	Miscellaneous Expenses	500.00	500.00	0.00	35.97	464.03	92.81 %
<a href="#">400-40-46604-0000000</a>	Consulting/Professional Serv	254,164.00	254,164.00	0.00	0.00	254,164.00	100.00 %
<a href="#">400-40-46607-0000000</a>	Travel & Trainings Expenses	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
	<b>Department: 40 - MEDC Total:</b>	<b>931,118.00</b>	<b>931,118.00</b>	<b>37,174.41</b>	<b>167,234.82</b>	<b>763,883.18</b>	<b>82.04%</b>
	<b>Expense Total:</b>	<b>931,118.00</b>	<b>931,118.00</b>	<b>37,174.41</b>	<b>167,234.82</b>	<b>763,883.18</b>	<b>82.04%</b>
	<b>Fund: 400 - MEDC Surplus (Deficit):</b>	<b>20,882.00</b>	<b>20,882.00</b>	<b>83,917.90</b>	<b>408,769.59</b>	<b>387,887.59</b>	<b>-1,857.52%</b>
<b>Fund: 500 - Debt Service</b>							
<b>Revenue</b>							
<b>Department: 00 - Revenue</b>							
<a href="#">500-00-54110-0000000</a>	Ad Valorem Taxes - Current	475,750.00	475,750.00	181,952.69	393,664.31	-82,085.69	17.25 %
<a href="#">500-00-54115-0000000</a>	Ad Valorem Taxes - Delinquent	3,000.00	3,000.00	115.93	1,955.00	-1,045.00	34.83 %
<a href="#">500-00-54120-0000000</a>	Penalty & Interest - Current	2,000.00	2,000.00	0.00	0.00	-2,000.00	100.00 %
<a href="#">500-00-54125-0000000</a>	Penalty & Interest - Delinquent	1,000.00	1,000.00	40.97	585.12	-414.88	41.49 %
<a href="#">500-00-54220-0000000</a>	Transfers - Water & Sewer Funds	684,899.00	684,899.00	57,174.92	228,699.64	-456,199.36	66.61 %
<a href="#">500-00-54410-0000000</a>	Interest Income	1,000.00	1,000.00	2,649.67	5,474.59	4,474.59	547.46 %
<a href="#">500-00-54420-0000000</a>	Interest on Investments	100.00	100.00	444.36	1,504.39	1,404.39	1,504.39 %
	<b>Department: 00 - Revenue Total:</b>	<b>1,167,749.00</b>	<b>1,167,749.00</b>	<b>242,378.54</b>	<b>631,883.05</b>	<b>-535,865.95</b>	<b>45.89%</b>
	<b>Revenue Total:</b>	<b>1,167,749.00</b>	<b>1,167,749.00</b>	<b>242,378.54</b>	<b>631,883.05</b>	<b>-535,865.95</b>	<b>45.89%</b>
<b>Expense</b>							
<b>Department: 50 - Debt Service</b>							
<a href="#">500-50-56220-0000000</a>	Debt Service Payments - Int. Payme...	352,401.00	352,401.00	0.00	0.00	352,401.00	100.00 %
<a href="#">500-50-56230-0000000</a>	Debt Service Payments - Paying Age...	2,200.00	2,200.00	0.00	0.00	2,200.00	100.00 %
<a href="#">500-50-56250-0000000</a>	Debt Service Payments - Principal P...	805,000.00	805,000.00	0.00	0.00	805,000.00	100.00 %
	<b>Department: 50 - Debt Service Total:</b>	<b>1,159,601.00</b>	<b>1,159,601.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,159,601.00</b>	<b>100.00%</b>
	<b>Expense Total:</b>	<b>1,159,601.00</b>	<b>1,159,601.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,159,601.00</b>	<b>100.00%</b>
	<b>Fund: 500 - Debt Service Surplus (Deficit):</b>	<b>8,148.00</b>	<b>8,148.00</b>	<b>242,378.54</b>	<b>631,883.05</b>	<b>623,735.05</b>	<b>-7,655.07%</b>
<b>Fund: 700 - Court Security</b>							
<b>Revenue</b>							
<b>Department: 00 - Revenue</b>							
<a href="#">700-00-74110-0000000</a>	Court Fines & Forfeitures - Court Se...	7,400.00	7,400.00	701.40	2,380.83	-5,019.17	67.83 %
<a href="#">700-00-74210-0000000</a>	Interest Income	5.00	5.00	51.94	195.93	190.93	3,918.60 %
	<b>Department: 00 - Revenue Total:</b>	<b>7,405.00</b>	<b>7,405.00</b>	<b>753.34</b>	<b>2,576.76</b>	<b>-4,828.24</b>	<b>65.20%</b>
	<b>Revenue Total:</b>	<b>7,405.00</b>	<b>7,405.00</b>	<b>753.34</b>	<b>2,576.76</b>	<b>-4,828.24</b>	<b>65.20%</b>

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Item 17.

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Expense</b>							
<b>Department: 70 - Court Security</b>							
<a href="#">700-70-76120-0000000</a>	Contracted Services - Security Servi...	2,300.00	2,300.00	0.00	0.00	2,300.00	100.00 %
<b>Department: 70 - Court Security Total:</b>		<b>2,300.00</b>	<b>2,300.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,300.00</b>	<b>100.00%</b>
<b>Expense Total:</b>		<b>2,300.00</b>	<b>2,300.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,300.00</b>	<b>100.00%</b>
<b>Fund: 700 - Court Security Surplus (Deficit):</b>		<b>5,105.00</b>	<b>5,105.00</b>	<b>753.34</b>	<b>2,576.76</b>	<b>-2,528.24</b>	<b>49.52%</b>
<b>Fund: 710 - Child Safety</b>							
<b>Revenue</b>							
<b>Department: 00 - Revenue</b>							
<a href="#">710-00-14340-0000000</a>	MC-Child Safety Fees	100.00	100.00	0.00	25.00	-75.00	75.00 %
<a href="#">710-00-14670-0000000</a>	Interest Income	1.00	1.00	0.59	2.42	1.42	242.00 %
<b>Department: 00 - Revenue Total:</b>		<b>101.00</b>	<b>101.00</b>	<b>0.59</b>	<b>27.42</b>	<b>-73.58</b>	<b>72.85%</b>
<b>Revenue Total:</b>		<b>101.00</b>	<b>101.00</b>	<b>0.59</b>	<b>27.42</b>	<b>-73.58</b>	<b>72.85%</b>
<b>Fund: 710 - Child Safety Total:</b>		<b>101.00</b>	<b>101.00</b>	<b>0.59</b>	<b>27.42</b>	<b>-73.58</b>	<b>72.85%</b>
<b>Fund: 720 - Truancy Prevention</b>							
<b>Revenue</b>							
<b>Department: 00 - Revenue</b>							
<a href="#">720-00-14341-0000000</a>	MC-Truancy Prevention Fees	7,000.00	7,000.00	686.50	2,389.36	-4,610.64	65.87 %
<a href="#">720-00-14670-0000000</a>	Interest Income	5.00	5.00	39.49	145.03	140.03	2,900.60 %
<b>Department: 00 - Revenue Total:</b>		<b>7,005.00</b>	<b>7,005.00</b>	<b>725.99</b>	<b>2,534.39</b>	<b>-4,470.61</b>	<b>63.82%</b>
<b>Revenue Total:</b>		<b>7,005.00</b>	<b>7,005.00</b>	<b>725.99</b>	<b>2,534.39</b>	<b>-4,470.61</b>	<b>63.82%</b>
<b>Fund: 720 - Truancy Prevention Total:</b>		<b>7,005.00</b>	<b>7,005.00</b>	<b>725.99</b>	<b>2,534.39</b>	<b>-4,470.61</b>	<b>63.82%</b>
<b>Fund: 730 - Jury - Local</b>							
<b>Revenue</b>							
<b>Department: 00 - Revenue</b>							
<a href="#">730-00-14342-0000000</a>	MC-Jury Fees	125.00	125.00	13.74	47.80	-77.20	61.76 %
<a href="#">730-00-14670-0000000</a>	Interest Income	1.00	1.00	0.19	0.43	-0.57	57.00 %
<b>Department: 00 - Revenue Total:</b>		<b>126.00</b>	<b>126.00</b>	<b>13.93</b>	<b>48.23</b>	<b>-77.77</b>	<b>61.72%</b>
<b>Revenue Total:</b>		<b>126.00</b>	<b>126.00</b>	<b>13.93</b>	<b>48.23</b>	<b>-77.77</b>	<b>61.72%</b>
<b>Fund: 730 - Jury - Local Total:</b>		<b>126.00</b>	<b>126.00</b>	<b>13.93</b>	<b>48.23</b>	<b>-77.77</b>	<b>61.72%</b>
<b>Fund: 750 - Court Technology</b>							
<b>Revenue</b>							
<b>Department: 00 - Revenue</b>							
<a href="#">750-00-74120-0000000</a>	Court Technology Fees	6,000.00	6,000.00	608.13	1,989.19	-4,010.81	66.85 %
<a href="#">750-00-74210-0000000</a>	Interest Income	40.00	40.00	132.21	527.69	487.69	1,319.23 %
<a href="#">750-00-74400-0000000</a>	Court Efficiency Fees	50.00	50.00	0.00	0.00	-50.00	100.00 %
<b>Department: 00 - Revenue Total:</b>		<b>6,090.00</b>	<b>6,090.00</b>	<b>740.34</b>	<b>2,516.88</b>	<b>-3,573.12</b>	<b>58.67%</b>
<b>Revenue Total:</b>		<b>6,090.00</b>	<b>6,090.00</b>	<b>740.34</b>	<b>2,516.88</b>	<b>-3,573.12</b>	<b>58.67%</b>
<b>Expense</b>							
<b>Department: 75 - Court Technology</b>							
<a href="#">750-75-76320-0000000</a>	Computer Technology	1,000.00	1,000.00	0.00	999.62	0.38	0.04 %
<b>Department: 75 - Court Technology Total:</b>		<b>1,000.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>999.62</b>	<b>0.38</b>	<b>0.04%</b>
<b>Expense Total:</b>		<b>1,000.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>999.62</b>	<b>0.38</b>	<b>0.04%</b>
<b>Fund: 750 - Court Technology Surplus (Deficit):</b>		<b>5,090.00</b>	<b>5,090.00</b>	<b>740.34</b>	<b>1,517.26</b>	<b>-3,572.74</b>	<b>70.19%</b>
<b>Fund: 800 - Hotel Occupancy</b>							
<b>Revenue</b>							
<b>Department: 00 - Revenue</b>							
<a href="#">800-00-84110-0000000</a>	Taxes and Franchise Fees - Hotel Oc...	3,500.00	3,500.00	970.83	1,893.11	-1,606.89	45.91 %
<a href="#">800-00-84210-0000000</a>	Interest Income	40.00	40.00	100.09	419.56	379.56	1,048.90 %
<b>Department: 00 - Revenue Total:</b>		<b>3,540.00</b>	<b>3,540.00</b>	<b>1,070.92</b>	<b>2,312.67</b>	<b>-1,227.33</b>	<b>34.67%</b>
<b>Revenue Total:</b>		<b>3,540.00</b>	<b>3,540.00</b>	<b>1,070.92</b>	<b>2,312.67</b>	<b>-1,227.33</b>	<b>34.67%</b>

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Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Expense</b>						
<b>Department: 80 - Hotel Occupancy</b>						
<a href="#">800-80-86200-0000000</a> Tourism Expenses	3,500.00	3,500.00	2,000.00	2,000.00	1,500.00	42.86 %
<b>Department: 80 - Hotel Occupancy Total:</b>	<b>3,500.00</b>	<b>3,500.00</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>1,500.00</b>	<b>42.86%</b>
<b>Expense Total:</b>	<b>3,500.00</b>	<b>3,500.00</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>1,500.00</b>	<b>42.86%</b>
<b>Fund: 800 - Hotel Occupancy Surplus (Deficit):</b>	<b>40.00</b>	<b>40.00</b>	<b>-929.08</b>	<b>312.67</b>	<b>272.67</b>	<b>-681.68%</b>
<b>Fund: 850 - Police Asset</b>						
<b>Revenue</b>						
<b>Department: 00 - Revenue</b>						
<a href="#">850-00-84130-0000000</a> Interest Income	0.00	0.00	59.26	242.98	242.98	0.00 %
<b>Department: 00 - Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>59.26</b>	<b>242.98</b>	<b>242.98</b>	<b>0.00%</b>
<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>59.26</b>	<b>242.98</b>	<b>242.98</b>	<b>0.00%</b>
<b>Fund: 850 - Police Asset Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>59.26</b>	<b>242.98</b>	<b>242.98</b>	<b>0.00%</b>
<b>Fund: 860 - Shop w/a Cop</b>						
<b>Revenue</b>						
<b>Department: 00 - Revenue</b>						
<a href="#">860-00-14600-0000000</a> Shop w/a Cop Donations	4,000.00	4,000.00	0.00	9,945.00	5,945.00	248.63 %
<a href="#">860-00-14670-0000000</a> Interest Income	10.00	10.00	21.94	90.36	80.36	903.60 %
<b>Department: 00 - Revenue Total:</b>	<b>4,010.00</b>	<b>4,010.00</b>	<b>21.94</b>	<b>10,035.36</b>	<b>6,025.36</b>	<b>150.26%</b>
<b>Revenue Total:</b>	<b>4,010.00</b>	<b>4,010.00</b>	<b>21.94</b>	<b>10,035.36</b>	<b>6,025.36</b>	<b>150.26%</b>
<b>Expense</b>						
<b>Department: 86 - Shop w/a Cop</b>						
<a href="#">860-86-17010-0000000</a> Shop w/a Cop	4,000.00	4,000.00	0.00	4,395.37	-395.37	-9.88 %
<b>Department: 86 - Shop w/a Cop Total:</b>	<b>4,000.00</b>	<b>4,000.00</b>	<b>0.00</b>	<b>4,395.37</b>	<b>-395.37</b>	<b>-9.88%</b>
<b>Expense Total:</b>	<b>4,000.00</b>	<b>4,000.00</b>	<b>0.00</b>	<b>4,395.37</b>	<b>-395.37</b>	<b>-9.88%</b>
<b>Fund: 860 - Shop w/a Cop Surplus (Deficit):</b>	<b>10.00</b>	<b>10.00</b>	<b>21.94</b>	<b>5,639.99</b>	<b>5,629.99</b>	<b>56,299.90%</b>
<b>Report Surplus (Deficit):</b>	<b>218,508.00</b>	<b>218,508.00</b>	<b>949,024.82</b>	<b>2,885,270.95</b>	<b>2,666,762.95</b>	<b>-1,220.44%</b>

Item 17.

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

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	608,692.13	1,809,157.43	1,637,756.43
150 - Montgomery PID	600.00	600.00	17,833.60	17,833.60	17,233.60
200 - Capital Projects	0.00	0.00	-20,346.39	-185,275.34	-185,275.34
300 - Water & Sewer	0.00	0.00	15,162.73	190,002.92	190,002.92
400 - MEDC	20,882.00	20,882.00	83,917.90	408,769.59	387,887.59
500 - Debt Service	8,148.00	8,148.00	242,378.54	631,883.05	623,735.05
700 - Court Security	5,105.00	5,105.00	753.34	2,576.76	-2,528.24
710 - Child Safety	101.00	101.00	0.59	27.42	-73.58
720 - Truancy Prevention	7,005.00	7,005.00	725.99	2,534.39	-4,470.61
730 - Jury - Local	126.00	126.00	13.93	48.23	-77.77
750 - Court Technology	5,090.00	5,090.00	740.34	1,517.26	-3,572.74
800 - Hotel Occupancy	40.00	40.00	-929.08	312.67	272.67
850 - Police Asset	0.00	0.00	59.26	242.98	242.98
860 - Shop w/a Cop	10.00	10.00	21.94	5,639.99	5,629.99
<b>Report Surplus (Deficit):</b>	<b>218,508.00</b>	<b>218,508.00</b>	<b>949,024.82</b>	<b>2,885,270.95</b>	<b>2,666,762.95</b>

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**Montgomery**  
**TOP 30 COMPANIES RANK and CHANGE SUMMARY**  
**Jan-25**

Fiscal Year: Oct-Sep

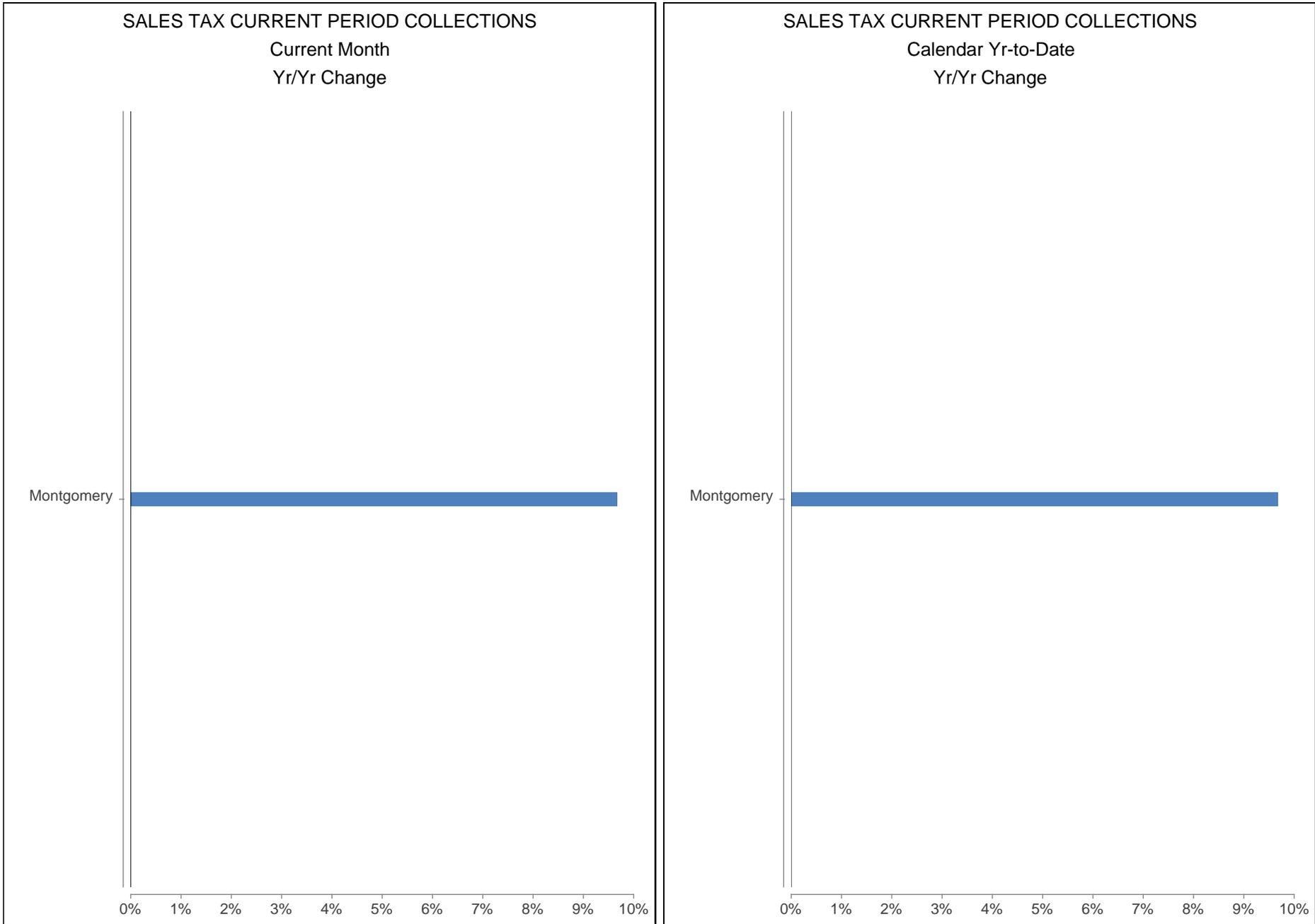
Rank*	Company	NAICS Key	Prior	Current	Change \$	Change %	Current
			Fiscal YTD Sales Tax Collections	Fiscal YTD Sales Tax Collections			Fiscal YTD % Total Collections
1	KROGER TEXAS L.P.	9					
2	MCCOY CORPORATION	9					
3	PATTERSON-UTI DRILLING COMPANY LLC	2					
4	HOME DEPOT U.S.A. INC.	9					
5	THE OTHER SIDE INC.	22					
6	GOOGLE LLC	11					
7	RISE COLLECTIVE LLC	4					
8	ENTERGY TEXAS INC.	3					
9	AZZIP ENTERPRISES INC.	22					
10	EMJ CONSTRUCTION LLC	4					
<b>TOP 10 LARGE** COMPANIES</b>			<b>623,874</b>	<b>734,553</b>	<b>110,678</b>	<b>17.7%</b>	<b>33.3%</b>
11	BROOKSHIRE BROTHERS INC.	9					
12	K. HOVNIANIAN OF HOUSTON II L.L.C.	4					
13	MCKINNEY RESTAURANT 21141 LLC	22					
14	AMAZON.COM SERVICES INC (MARKETPLACE)	9					
15	JIM'S HARDWARE INC.	9					
16	WHALECO INC	9					
17	SCHULTZ PET SUPPLY LLC	9					
18	CHEWY INC.	9					
19	O'REILLY AUTO ENTERPRISES LLC	9					
20	BFI WASTE SERVICES OF TEXAS LP	18					
21	ECKINGER CONSTRUCTION COMPANY	4					
22	DISCOUNT TIRE COMPANY OF TEXAS INC.	9					
23	SPAN CONSTRUCTION & ENGINEERING INC.	4					
24	STARBUCKS CORPORATION	22					
25	LOWE'S HOME CENTERS LLC	9					
26	WAL-MART.COM USA LLC (MARKETPLACE)	9					
27	FUBO TV MEDIA INC	12					
28	JEETHO BUSINESS INC.	9					
29	NEW CINGULAR WIRELESS PCS LLC	12					
30	AMAZON.COM SERVICES LLC	9					
<b>TOP 30 LARGE COMPANIES</b>			<b>911,951</b>	<b>1,151,841</b>	<b>239,890</b>	<b>26.3%</b>	<b>52.3%</b>
<b>TOP 100 LARGE COMPANIES</b>			<b>1,319,806</b>	<b>1,604,228</b>	<b>284,422</b>	<b>21.6%</b>	<b>72.8%</b>
<b>6,317 OTHER LARGE COMPANIES</b>			<b>510,097</b>	<b>567,107</b>	<b>57,010</b>	<b>11.2%</b>	<b>25.7%</b>
<b>SMALL COMPANIES \&amp; OTHER</b>			<b>3,912</b>	<b>6,003</b>	<b>2,090</b>	<b>53.4%</b>	<b>0.3%</b>
<b>SINGLE LOCAL TAX RATE COLLECTIONS (SLT)</b>			<b>17,580</b>	<b>25,251</b>	<b>7,671</b>	<b>43.6%</b>	<b>1.1%</b>
<b>TOTAL COLLECTIONS</b>			<b>1,851,396</b>	<b>2,202,589</b>	<b>351,194</b>	<b>19.0%</b>	<b>100.0%</b>
<b>STATE COMPROLLER FEES</b>			<b>37,680</b>	<b>43,252</b>	<b>5,571</b>	<b>14.8%</b>	<b>2.0%</b>
<b>NET PAYMENTS</b>			<b>1,813,715</b>	<b>2,159,338</b>	<b>345,622</b>	<b>19.1%</b>	<b>98.0%</b>

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

\*\* Businesses whose detailed sales tax data is available

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HdL Companies  
SALES TAX TREND  
Montgomery  
Jan-25



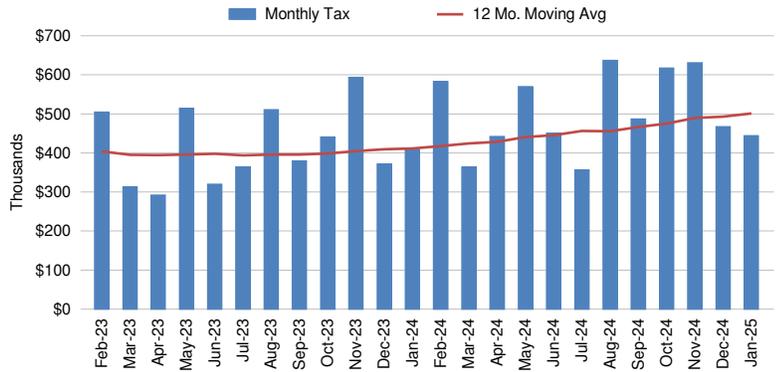
## SALES TAX SNAPSHOT Montgomery

Jan-25

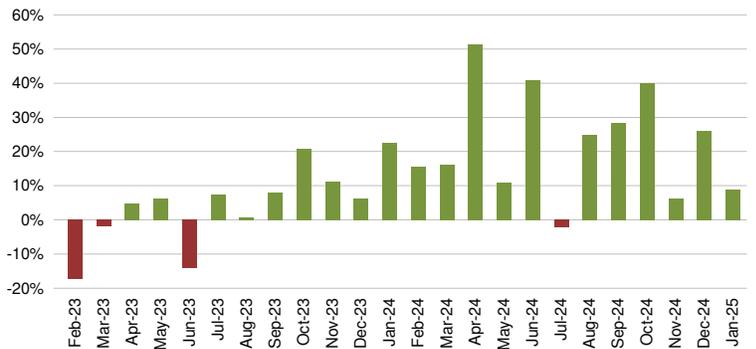
### Sales Tax Net Payments

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		
Mar	\$ 363,747		
Apr	\$ 441,669		
May	\$ 569,427		
Jun	\$ 449,977		
Jul	\$ 356,246		
Aug	\$ 636,689		
Sep	\$ 486,519		
<b>FYTD</b>	<b>\$ 1,813,715</b>	<b>\$ 2,159,338</b>	<b>19.1%</b>
<b>FY Total</b>	<b>\$ 5,700,814</b>		

### Sales Tax Net Payments Trend



### Sales Tax Net Payments Change - YoY



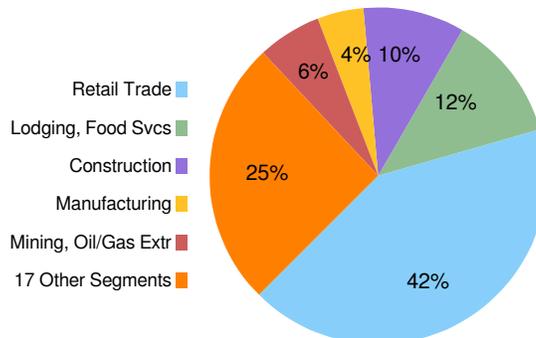
### Top 10 Taxpayers

Rank	Company	FYTD Collections	% Total
1	KROGER TEXAS L.P.		
2	MCCOY CORPORATION		
3	PATTERSON-UTI DRILLING COMPANY LLC		
4	HOME DEPOT U.S.A. INC.		
5	THE OTHER SIDE INC.		
6	GOOGLE LLC		
7	RISE COLLECTIVE LLC		
8	ENTERGY TEXAS INC.		
9	AZZIP ENTERPRISES INC.		
10	EMJ CONSTRUCTION LLC		
Top 10 Companies		\$ 734,553	33.3%
6408 Other Large Companies		\$ 1,436,783	65.2%
Small Companies/Other		\$ 6,003	0.3%
Single Local Tax Rate (SLT)		\$ 25,251	1.1%
<b>Total</b>		<b>\$ 2,202,589</b>	<b>100.0%</b>

### Industry Segment Collections Trend - YoY % Chg

SEGMENT	Aug	Sep	Oct	Nov	Dec	Jan
Retail Trade	5.4%	30.3%	51.5%	-27.7%	34.2%	47.4%
Lodging, Food Svcs	11.9%	7.3%	16.6%	2.9%	29.8%	21.2%
Construction	-26.6%	77.2%	-4.5%	35.3%	-26.1%	-72.7%
Mining, Oil/Gas Extr	4302.4%	922.6%	136.8%	196.2%	-69.9%	-16.8%
Information excl. Telecom	9.7%	30.0%	15.9%	-0.2%	30.7%	18.4%
All Others	16.3%	-10.6%	4.9%	19.3%	34.6%	-14.2%
<b>Total Collections</b>	<b>25.1%</b>	<b>28.1%</b>	<b>40.2%</b>	<b>5.2%</b>	<b>25.7%</b>	<b>8.6%</b>

### Sales Tax Collections by Industry Segment



**Montgomery**  
**SALES TAX PAYMENT DETAIL**

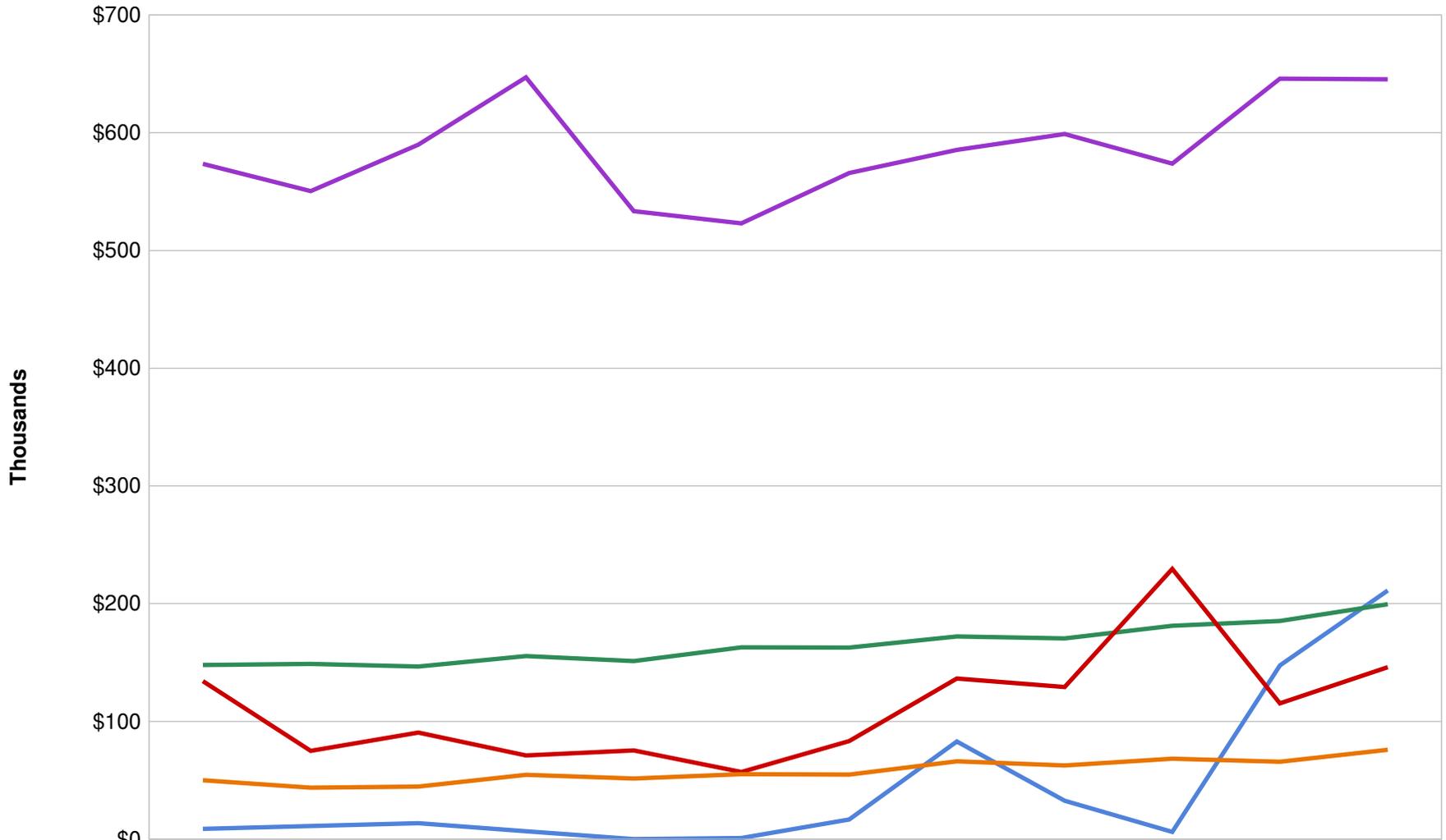
**Jan-25**

Fiscal Year: Oct-Sep

<b>COLLECTIONS</b>	<b>Jan-24</b>	<b>Jan-25</b>	<b>Chg. \$ Chg. %</b>	<b>Prior FYTD</b>	<b>Current FYTD</b>	<b>Chg. \$ Chg. %</b>
<b>Current Period</b>	<b>399,816</b>	<b>438,508</b>	<b>38,692 9.7%</b>	<b>1,716,486</b>	<b>1,991,343</b>	<b>274,856 16.0%</b>
Prior Period	6,990	5,147	(1,843) -26.4%	41,762	23,061	(18,701) -44.8%
Future Period	865	174	(691) -79.9%	34,842	135,443	100,601 288.7%
Audit	4,081	2,732	(1,349) -33.1%	39,927	26,632	(13,295) -33.3%
Unidentified	77	68	(8) -11.0%	798	859	61 7.7%
Single Local Tax Rate	5,573	5,741	167 3.0%	17,580	25,251	7,671 43.6%
<b>TOTAL</b>	<b>417,403</b>	<b>452,371</b>	<b>34,968 8.4%</b>	<b>1,851,396</b>	<b>2,202,589</b>	<b>351,194 19.0%</b>
Service Fee	(8,348)	(9,047)	(699) 8.4%	(37,028)	(44,052)	(7,024) 19.0%
Current Retained	(8,181)	(8,866)	(685) 8.4%	(36,287)	(43,171)	(6,883) 19.0%
Prior Retained	7,334	9,278	1,945 26.5%	35,635	43,971	8,336 23.4%
<b>NET PAYMENT</b>	<b>408,207</b>	<b>443,735</b>	<b>35,528 8.7%</b>	<b>1,813,715</b>	<b>2,159,338</b>	<b>345,622 19.1%</b>

**Montgomery**

**INDUSTRY SEGMENT SALES TAX TREND**



	2022 Q1	2022 Q2	2022 Q3	2022 Q4	2023 Q1	2023 Q2	2023 Q3	2023 Q4	2024 Q1	2024 Q2	2024 Q3	2024 Q4
Retail Trade	573,626	550,377	589,816	646,997	533,345	522,987	565,886	585,378	598,890	573,797	645,878	645,404
Mining, Oil/Gas Extr	8,608	11,184	13,591	6,637	39	894	16,701	82,950	32,590	6,183	147,583	211,167
Lodging, Food Svcs	147,903	148,876	146,606	155,490	151,234	162,950	162,731	172,065	170,439	181,261	185,282	199,494
Construction	134,245	75,013	90,506	71,077	75,311	57,089	83,316	136,365	129,161	229,427	115,333	146,088
Information excl. Telecom	50,052	43,725	44,539	54,617	51,453	55,176	54,751	66,109	62,641	68,215	65,675	75,801

Data Source:  
Texas Comptroller of Public Accounts

## Montgomery INDUSTRY SEGMENT RANK & CHANGE

Jan-25

Fiscal Year: Oct-Sep

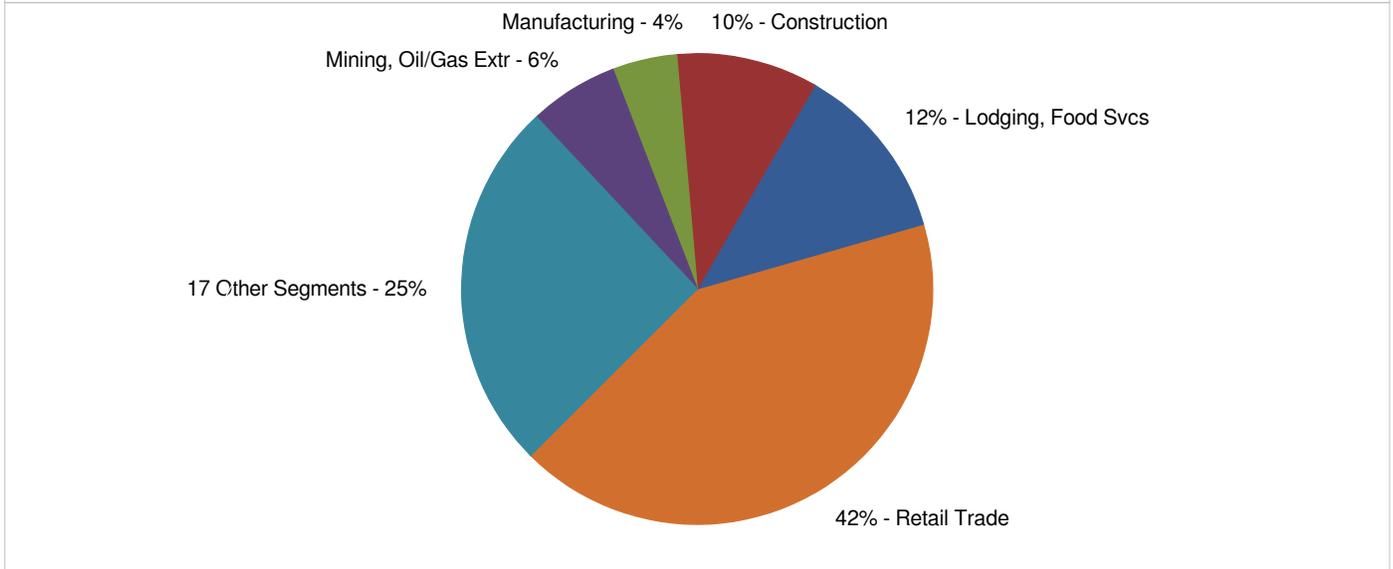
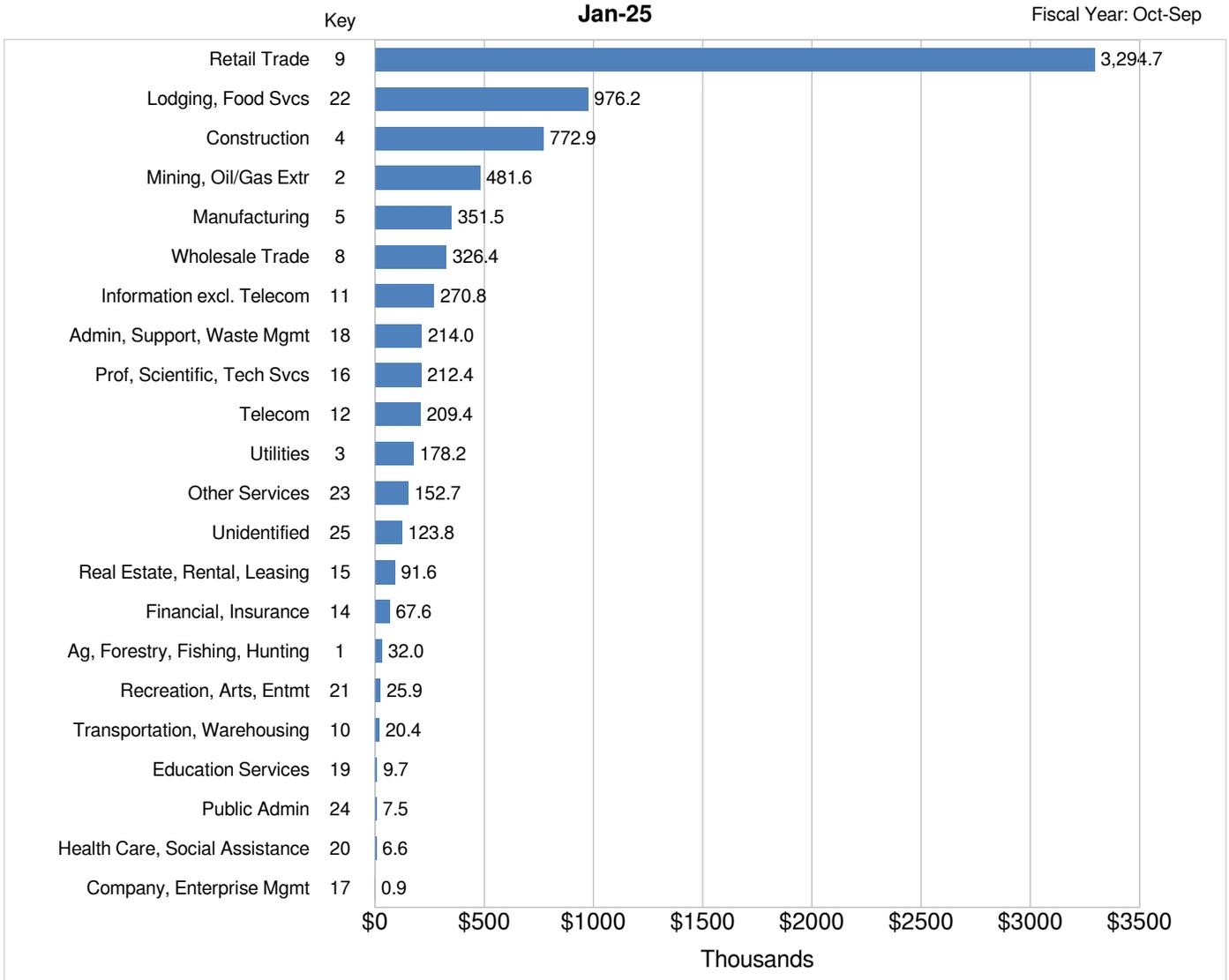
INDUSTRY SEGMENT*	% Total Current YTD Collections	Prior Fiscal YTD Sales Tax Collections	Current Fiscal YTD Sales Tax Collections	Change	
				\$	%
Retail Trade	41.0%	751,814	890,711	138,896	18.5%
Lodging, Food Svcs	12.3%	227,836	267,115	39,279	17.2%
Construction	7.5%	197,083	162,652	(34,431)	-17.5%
Mining, Oil/Gas Extr	9.8%	84,343	212,327	127,983	151.7%
Information excl. Telecom	4.6%	86,814	100,316	13,501	15.6%
<b>Top 5</b>	<b>75.2%</b>	<b>1,347,891</b>	<b>1,633,120</b>	<b>285,229</b>	<b>21.2%</b>
Manufacturing	4.0%	89,764	87,195	(2,569)	-2.9%
Wholesale Trade	3.9%	77,352	83,626	6,274	8.1%
Admin, Support, Waste Mgmt	2.4%	52,074	51,108	(966)	-1.9%
Prof, Scientific, Tech Svcs	3.5%	44,146	77,017	32,871	74.5%
Telecom	2.5%	54,834	54,089	(745)	-1.4%
Utilities	2.0%	40,363	42,799	2,436	6.0%
Other Services	1.8%	42,037	38,408	(3,629)	-8.6%
Unidentified	1.8%	25,997	39,582	13,584	52.3%
Real Estate, Rental, Leasing	0.9%	19,528	19,333	(194)	-1.0%
Financial, Insurance	1.0%	15,942	21,329	5,387	33.8%
Ag, Forestry, Fishing, Hunting	0.3%	5,891	6,137	245	4.2%
Recreation, Arts, Entmt	0.2%	6,030	4,717	(1,313)	-21.8%
Transportation, Warehousing	0.3%	3,748	6,932	3,184	84.9%
Education Services	0.1%	757	2,164	1,407	185.9%
Public Admin	0.1%	1,728	1,995	267	15.4%
Health Care, Social Assistance	0.1%	1,539	1,524	(15)	-0.9%
Company, Enterprise Mgmt	0.0%	282	259	(23)	-8.1%
<b>All Other</b>	<b>24.8%</b>	<b>482,012</b>	<b>538,215</b>	<b>56,203</b>	<b>11.7%</b>
<b>TOTAL COLLECTIONS</b>	<b>100.0%</b>	<b>1,829,903</b>	<b>2,171,335</b>	<b>341,432</b>	<b>18.7%</b>

INDUSTRY SEGMENT	% Change from same month Prior Year					
	Aug	Sep	Oct	Nov	Dec	Jan
Retail Trade	5.4%	30.3%	51.5%	-27.7%	34.2%	47.4%
Lodging, Food Svcs	11.9%	7.3%	16.6%	2.9%	29.8%	21.2%
Construction	-26.6%	77.2%	-4.5%	35.3%	-26.1%	-72.7%
Mining, Oil/Gas Extr	4302.4%	922.6%	136.8%	196.2%	-69.9%	-16.8%
Information excl. Telecom	9.7%	30.0%	15.9%	-0.2%	30.7%	18.4%
All Others	16.3%	-10.6%	4.9%	19.3%	34.6%	-14.2%
<b>TOTAL COLLECTIONS</b>	<b>25.1%</b>	<b>28.1%</b>	<b>40.2%</b>	<b>5.2%</b>	<b>25.7%</b>	<b>8.6%</b>

\* Ranked by Current + Prior YTD Collections

HdL Companies  
**Montgomery**

**INDUSTRY SEGMENT SALES TAX RANK & DISTRIBUTION**  
(Prior Fiscal Year + Current Fiscal Year-to-Date)



**NAICS KEY**

<b>Code</b>	<b>Industry Segment</b>
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 – January 2025

UTILITY ACCOUNT ARREARS			
	60 Days	90 Days	120+ Days
<b>Amount</b>	\$3,162.50	\$10,281.47	\$10,091.71
<b>GRAND TOTAL:</b>			<b>\$23,535.68</b>

MONTHLY PERMIT TRANSACTIONS		
Type	Revenue	Permit Count
Building-Residential Addition, Generators	\$ 5,193.00	17
Plumbing	\$ 2,700.00	9
Irrigation	\$ 2,625.00	21
Building-Commercial Remodel	\$ 775.00	6
Solar	\$ 350.00	1
Pool	\$ -	0
Sign	\$ -	0
Mechanical	\$ 2,200.00	11
Electrical	\$ 3,300.00	12
<b>TOTAL</b>	<b>\$ 17,143.00</b>	<b>77</b>

UTILITY SERVICE ACCOUNTS	
New Water Accts.	8
Disconnected Water Accts.	6
<b>Total Number of Active Accts.</b>	<b>1173</b>

Item 17.

City of Montgomery, TX

# Receipt Listing by Product Code

## General Ledger Distribution Account Summary

Date Range: 01/01/2025 - 01/31/2025

Distribution GL Account Number	Distribution Amount
<b>Fund: 100</b>	
100-00-14110-0000000 - Building Permits/MEP	-17,143.00
100-00-14120-0000000 - Vendor/Beverage Permits	-100.00
100-00-14210-0000000 - Community Building Rental	-1,500.00
100-00-14650-0000000 - Unanticipated Income	-49.88
100-00-14660-0000000 - Credit Card Fees	-432.50
100-12009-00000 - Community Building Rental Deposits	-900.00
100-12030-00000 - Sales Tax Payable	-2.62
100-12100-00000 - Escrow Account	-5,000.00
<b>100 Subtotal:</b>	<b>-25,128.00</b>
<b>Fund: 300</b>	
300-00-34220-0000000 - Solid Waste Revenue	-11.79
300-00-34470-0000000 - Miscellaneous Revenue & ETS Revenue	-990.00
300-12030-00000 - Sales Tax Payable	-0.96
<b>300 Subtotal:</b>	<b>-1,002.75</b>
<b>Grand Total:</b>	<b>-26,130.75</b>

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Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> March 11, 2025	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Municipal Court	<b>Prepared By:</b> Kimberly Duckett

**Subject**  
January 2025 Municipal Court Report

**Recommendation**

**Discussion**

<b>Approved By</b>		
Court Administrator	Kimberly Duckett	Date: 03/4/2025
Interim City Administrator	Anthony Solomon	Date: 03/4/2025



CITY OF MONTGOMERY MUNICIPAL COURT  
JANUARY 2025  
KIMBERLY DUCKETT, COURT ADMINISTRATOR

# Comparison Chart

## Citations and Revenue January 2023 - 2025

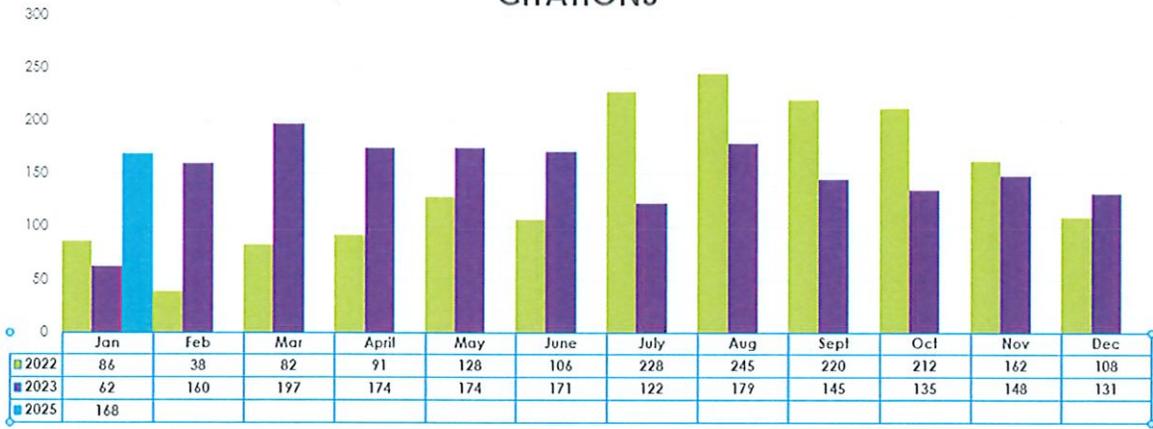
	2023	2024	2025
Jan	86	62	168
Feb	38	160	
Mar	82	197	
April	91	174	
May	128	174	
June	106	171	
July	228	122	
Aug	245	179	
Sept	220	145	
Oct	212	135	
Nov	162	148	
Dec	108	131	

**Totals**            1706            1798            168

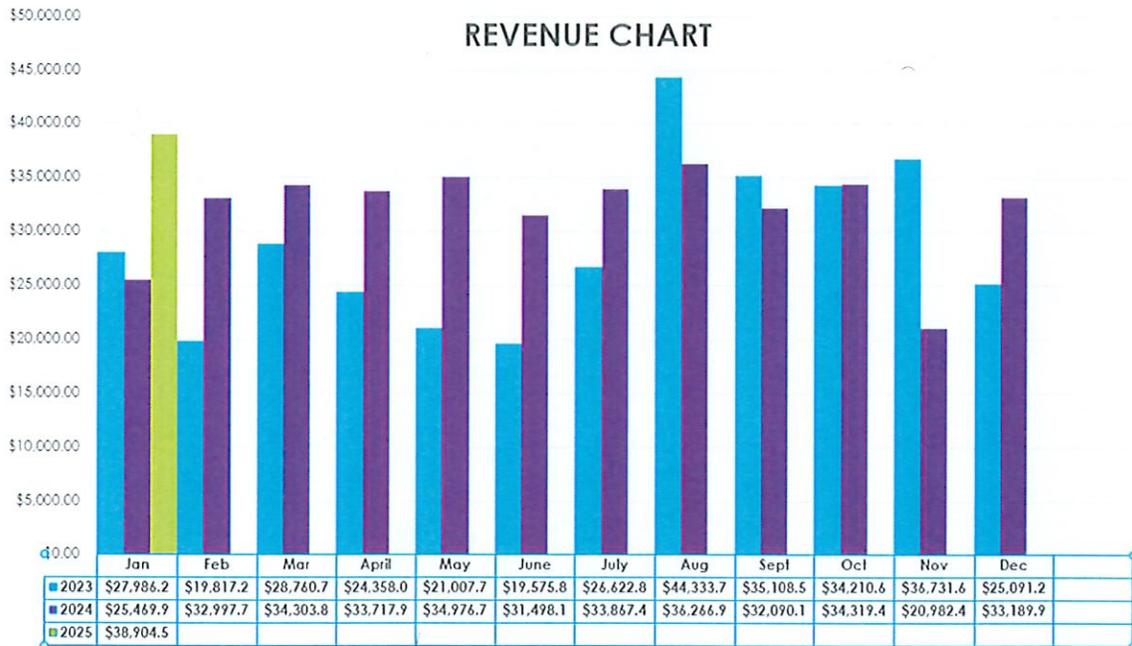
	2023	2024	2025
Jan	\$27,986.26	\$25,469.91	\$38,904.53
Feb	\$19,817.26	\$32,997.74	
Mar	\$28,760.79	\$34,303.88	
April	\$24,358.01	\$33,717.99	
May	\$21,007.77	\$34,976.71	
June	\$19,575.84	\$31,498.12	
July	\$26,622.80	\$33,867.49	
Aug	\$44,333.70	\$36,266.97	
Sept	\$35,108.51	\$32,090.14	
Oct	\$34,210.67	\$34,319.49	
Nov	\$36,731.64	\$20,982.42	
Dec	\$25,091.27	\$33,189.92	

**Totals**            \$343,604.52    \$383,680.78    \$38,904.53

### CITATIONS



### REVENUE CHART



TO: City Council  
 FROM: Municipal Court

RE: Monthly Court Fines and Costs Collected and Number of Cases Filed  
Report for the Month of January 2025

Court Collections	Current	
<i>FINES OTHER THAN TRAFFIC (FINES)</i>	\$	2,415.90
<i>TRAFFIC FINES (TF and FT)</i>	\$	12,560.10

Dedicated Funds

Local Building Security Fund (LMCBSF)	\$	672.76
Building Security (\$3.00) (MCSB)	\$	28.64
Local Court Technology Fund (LMCTF)	\$	549.21
Court Technology (\$4.00) (CTF)	\$	38.19
Child Safety Fund (\$25.00 & \$20.00) (CS & CS2)	\$	-
Judicial Efficiency (\$2.50) (TP-L-C) (Time Payment Fee)	\$	15.00
Judicial Efficiency (\$0.60) (JFCI) (Judicial Support Fee)	\$	5.73
Local Truancy Prevention Fund (LTPDF)	\$	686.50

Non-Dedicated Funds (General Fund)

Traffic Fund Costs (\$3.00) (TFC)	\$	202.97
Arrest Fees (\$5.00) (AR)	\$	709.24
Warrant Fees (\$50.00) (WRNTFE)	\$	1,699.34
Summons Fees \$35.00 (SF)		
Administrative Fees (\$10.00) (DSC) (Driving Safety Course Fee)	\$	370.00
Administrative Fees (\$20.00 & \$10.00) (AF & AF2) (Dismissal Fees)	\$	470.00
Special Expense Fees(different amounts) (ADMIN)	\$	305.90
<i>(Held in Bond)</i>		
Local Municipal Jury Fund (LMJF)	\$	13.74
Local Omni Fee (\$4.00) (TLFTA3)	\$	123.95
Moving Violation Fee (\$0.01) (CJFC)	\$	0.02
OverPayment (OP)	\$	-
Time Payment Fee (\$10.00) (TP-L)	\$	60.00
Time Payment Reimbursement Fee (TPRF)		\$67.19
Service Fees (for handling court costs for state)		

**CITY TOTAL** \$ 20,994.38

STATE COURT COSTS

CCC 2020	\$	8,512.56
Consolidated Court Costs (\$40.00) (CCC04)	\$	381.91
State Traffic Fee (\$30.00) (STF) (STF19)	\$	3,322.84
State Juror Reimbursement Fee (\$4.00) (SJF)	\$	34.19
Judicial Support Fee (\$5.40) (JFCT2 & JFCT)	\$	51.56
Indigent Defense Fee (\$2.00) (IDF)	\$	19.10
Moving Violation Fee (\$0.09) (CJFS)	\$	0.18
Child Psgn Safety Seat Sys. Fee (\$0.15)(CSS)	\$	-

Time Payment Fee (\$12.50) (TP-S)	\$	75.00
OmniBase FTA (\$20.00) (TLFTA1)	\$	130.96
Fees Assessed between 1997 &2004 (FA, CCC, CMI,CVC, JV,JCPT2,JCD2)		
Truancy Prevention Fund (\$2.00) (TPF 2014) (TPF)	\$	7.10
<b>STATE TOTAL</b>	<b>\$</b>	<b>12,535.40</b>

Child Safety Seat Fines (half to state)  
(Paid at end of city fiscal year)

**VENDOR PAYMENTS**

OmniBase (DPS FTA Program Vendor) (\$6.00) (TLFTA2)	\$	185.93
Collection Agency (30% of amount past due) (COLAGY)	\$	2,691.72
<b>VENDOR TOTAL:</b>	<b>\$</b>	<b>2,877.65</b>

Non-Cash Transactions (jail credit & community service)		
Cash Appearance Bonds Collected		
Cash Bonds Applied to Fines (both appearance /def)	\$	2,497.10
Cash Bonds Refunded		
Overage Collected		
Adjustments		
TOTAL	\$	36,407.43
<b>GRAND TOTAL</b>	<b>\$</b>	<b>38,904.53</b>

Number of Citations	168
Number of Violations	188
Number of Citations Juveniles	2
Number of Citations Minors	15

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date: March 11, 2025</b>	<b>Budgeted Amount: N/A</b>
<b>Department: Public Works</b>	<b>Prepared By: Mike Muckleroy</b>

**Subject**  
Public Works January 2025 Monthly Report

**Recommendation**  
Approve the report.

**Discussion**  
Read the report.

<b>Approved By</b>		
Public Works Director	Mike Muckleroy	Date: 03/05/2025
Interim City Administrator	Anthony Solomon	Date: 03/05/2025



101 OLD PLANTERSVILLE ROAD, MONTGOMERY, TEXAS 77316

Telephone: (936) 597-6434

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## Public Works Department

### Monthly Report for January 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 13 work orders for activate/deactivate service.
- Completed 5 work orders for endpoint maintenance issues.
- Completed 2 work orders for water leaks.
- Completed 27 work orders for miscellaneous water issues.
- Completed 0 work orders for water taps.
- Completed fence for Water Well #5 (previously the site of Well #2).
- Replaced window unit AC at Well #3.
- Assisted resident following freeze on Little Dog Drive.
- Assisted MCESD2 with fire hydrant leak.
- Assisted resident on Simonton with water meter and leak.
- Replaced gasket on hydrant meter on Old Plantersville Rd and Rankin.
- Assisted resident on Brock's Lane with potential leak.
- Installed isolation valve at PW Office.
- Assisted developers locate water meter on Amber Falls.
- Lowered meter box in ditch on Liberty for business.
- Pumped down vault on FM 1097 to check for leaks.
- Assisted resident on Powell with water issue.
- Moved hydrant meter for contractor on Womack and Old Plantersville Rd.

#### Wastewater

- Completed 0 work order for sewer taps.
- Completed 3 work orders for sewer-stop up.
- Hays cleared line on Terra Vista Circle to resolve backup issue.
- Discussed backup on Kings Lane.
- Discussed 4" pvc pipes in yards on Dina Lane with residents.



### **Streets/Drainage/ROW**

- Completed 5 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.
- Removed 2 large logs from roadway and sidewalk in front of the post office.
- Re-hang the streetsign at Buffalo Springs and CB Stewart.
- Changed the speed limit sign on N. Buffalo Springs Drive north of Eva to 30 MPH to match other signs on the same street.
- Removed excess dirt in ditch in front of business on Liberty.
- Completed repair on MLK from leak.
- Removed debris from roadside on SH 105 at FM2854.
- Rehung speed bump sign on Old Plantersville at Womack to display correctly.
- Replaced lower bracket on speed limit sign on Prairie.
- Filled pothole in southbound lane at intersection of SH 105 and CB Stewart, McCown and John Butler, Community Center Dr at bend, and the Waterstone entrance as well as north of the bridge.

### **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 11 work orders for general-City Hall maintenance.
- Completed removal of all Christmas decorations throughout town.
- Replaced batteries to all electronic door locks.
- Replaced locks on file cabinet for City Secretary.
- Repaired sink at City Hall.
- Replaced ballast in Code Enforcement office.
- Insulated exposed water lines in the City Hall attic.
- Installed 3 bracket mounts for PD.
- Adjusted tension on front glass door at City Hall.
- Setup and disassembled tables, etc. for luncheon on 1/31/2025.
- Remove fallen trees and branches at Welcome Sign, lot next to Nat Davis lot, City Hall, and Cedar Brake Park.
- Installed new hose reel at Community Center and PW Office.
- Performed maintenance on driveway at WWTP#2 with box blade.
- Completed fence for Water Plant 2.
- Changed oil and filter on PW1801.
- Replaced belts on PW1701.
- Setup and dismantled tables and chairs for Mayor’s State of the City discussion at the Community Center.
- Re-wired zones 2, 8, and 10 at City Hall.
- Completed final freeze preparations at WWTP#2.

### **Parks/Recreation**

- Posted all park reservation notices.
- Completed 30 work orders for maintenance-parks issues.
- M/W/F cleaning of all restrooms and grounds.
- Fernland docents reported 422 visitors and provided 24 tours for the month.
- Moved Christmas trees in Arnold Simonton House, Hulon House, and Crane Cabin.



- Moved shelf and discarded trash in storage room at Fernland.
- Checked lighting in restroom and supply closet at Fernland Historical Park.
- Disposed of cardboard boxes at Simonton House and rehung expansion and brown curtain from the front porch, rehung expansion rod with brown curtain between brick and dry wall left of fireplace to conceal Christmas tree.
- Vacuumed floors and moved sewing machine in bedroom to parlor in Hulon House.
- Removed large plant in landscape bed near the porch of the Arnold Simonton House.
- Delivered and retrieved trailer for Lake Conroe Rotary Club at Memory Park.
- Replaced air filters at Community Center, Fernland Park, and PW Office.
- Repaired drinking fountain water leak at Cedar Brake Park.

### **General**

- Attended weekly Leadership Team meetings.
- Completed 11 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.
- Attended APWA AI Summit Conference.
- Attended Everbridge meeting.
- Attended Marketing and Website meeting.



Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date: March 11, 2025</b>	<b>Budgeted Amount: N/A</b>
<b>Department: Public Works</b>	<b>Prepared By: Mike Muckleroy</b>

**Subject**  
Utility Operations January 2025 Monthly Report

**Recommendation**  
Approve the report.

**Discussion**  
Read the report.

<b>Approved By</b>		
Public Works Director	Mike Muckleroy	Date: 03/05/2025
Interim City Administrator	Anthony Solomon	Date: 03/05/2025



Water and Wastewater Operations and Management  
 375 Lake Meadows Drive, Montgomery, Texas 77356  
 Ph:936-588-1166

**CITY OF MONTGOMERY**  
**MONTHLY OPERATIONS REPORT**

DATE  
 02/19/25

<u>METER COUNT</u>	
<i>Total</i>	<b>1,272</b>

<u>CONSUMPTION</u>		
<u>12/30/24</u>	<u>to</u>	<u>01/31/25</u>
Billed Consumption		9,857,471
Estimated Flushing		500,000
<b>Total</b>		<b>10,357,471</b>

Plant Pumpage      12,334,300

Accountability      **83.97%**

	<u>Well #2</u>	<u>Well #3</u>	<u>Well #4</u>
Well Pumpage	N/A	6,094,300	6,240,000
Calculated Well GPM	N/A	520	1262
Avg Well Run Hours	N/A	6	2.7

# CITY OF MONTGOMERY

DATE  
02/19/25

## MONTHLY OPERATIONS SUMMARY

### WASTEWATER TREATMENT PLANT

January 2025

TPDES Permit # WQ0014737001

Expires: 06/01/2027

NPDES Permit # TX0128031

	Effluent Quality Data: Reported for		January-25	Excursion
	<u>Reported</u>	<u>Permitted</u>	<u>Annual Average</u>	
BOD 5 Average	2.68 mg/l	10.00 mg/l	2.82 mg/l	NO
TSS Average	1.10 mg/l	15.00 mg/l	4.74 mg/l	NO
NH3	0.06 mg/l	2.00 mg/l	0.07 mg/l	NO
CL2 Res Min	1.57 mg/l	1.00 mg/l	1.19 mg/l	NO
CL2 Res Max	3.91 mg/l	4.00 mg/l	3.65 mg/l	NO
Oxygen	8.44 mg/l	4.00 mg/l	7.66 mg/l	NO
Flow Average	<b>0.254 mgd</b>	0.400 mgd	0.229 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  
 January 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				
Mar-25				
Apr-25				
May-25				
Jun-25				
Jul-25				
Aug-25				
Sep-25				
Oct-25				
Nov-25				
Dec-25				
<b>Total Pumpage</b>	6,094,300	3.19%	6,240,000	3.26%
<u>2025 Permitted Withdrawal:</u>	<u>191,081,000</u>		<u>191,250,000</u>	

**Permit Summary Gulf Coast Aquifier**

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