

**Notice of City Council and Board of Adjustment
AGENDA**

April 25, 2023 at 6:00 PM

NOTICE IS HEREBY GIVEN that a Meeting of the Montgomery City Council will be held on **Tuesday, April 25, 2023**, 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.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO FLAGS

VISITOR/CITIZENS FORUM:

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

CONSENT AGENDA:

- 1.** Approval of the following Minutes:
 1. Regular City Council Meeting 04-11-2023
 2. City Council Workshop 04-11-2023
 3. Joint City Council, P&Z and MEDC Workshop 04-17-2023
- 2.** Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and A&R Eclectics, LLC (Dev. No. 2301).
- 3.** Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and Montgomery ISD for Lincoln Elementary site renovations (Dev. No. 2302).
- 4.** Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and Montgomery ISD for Montgomery Elementary site renovations (Dev. No. 2303).

CONSIDERATION AND POSSIBLE ACTION:

- 5.** Consideration and possible action by the City Council acting as the Zoning Board of Adjustment on a revised variance request to Section 98-122 of the City Code of Ordinances related to rear yard requirements for 128 Dina Lane.
- 6.** Consideration and possible action on AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AMENDING ITS MUNICIPAL BUDGET FOR THE FISCAL YEAR 2022-2023; APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS

ATTACHED IN EXHIBIT “A”; CONTAINING FINDINGS AND A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.

7. Consideration and possible action regarding the bid results for the “Flagship Boulevard Storm Sewer and Pavement Replacement” project.

DEPARTMENTAL REPORTS:

8. Sales Tax Report
9. Utility Operations (H20) Report
10. Utility Billing Report
11. Public Works Report
12. Police & Code Enforcement Report
13. Municipal Court Report
14. City Engineer's Report.
15. City Administrator Report

EXECUTIVE SESSION:

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

Sections 551.071(consultation with attorney),

551.074 (personnel matters), and

551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the

Government Code of the State of Texas.

POSSIBLE ACTION FROM EXECUTIVE SESSION:

Consideration and possible action on items from Executive Session.

COUNCIL INQUIRY:

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

ADJOURNMENT

/s/ Nici Browe

Nici Browe, City Secretary. TRMC

I certify that the attached notice of meeting was posted on the bulletin board at City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas, on April 21, 2023 at 3:00 p.m.

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

**City Council Regular Meeting
MINUTES**

April 11, 2023, at 6:00 PM

CALL TO ORDER

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

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

CALL TO ORDER

Mayor, Byron Sanford called the meeting to order at 6:00 P.M.

INVOCATION

Mayor, Byron Sanford provided the Invocation.

PLEDGE OF ALLEGIANCE TO FLAGS

ANNOUNCEMENTS

Mayor Sanford presented Mr. Tom Hoyt, President of "Friends of the Charles B. Stewart West Branch Library" with a Proclamation to celebrate and recognize April as Library Week.

VISITOR/CITIZENS FORUM:

Bill Clevenger spoke regarding the food truck ordinance workshop that he just attended and that his discussion point here is to highlight the great lack of things for the youth in the city to do. The fact is that without activities for youth in the city we are sending tax dollars down the freeway to other cities. Parents take them to the woodlands for instance. He went on to add with all the new development we as a city should be focusing on making the city family friendly.

CONSENT AGENDA:

1. Approval of the meeting minutes of City Council and Zoning Board of Adjustment meeting 03-28-2023.
2. Consideration and possible action on approval of two BNSF Railway Pipeline Licenses for the Sanitary Sewer Force Main and 12” Waterline Projects on Old Plantersville Road.

3. Consideration and possible action on A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT · DISASTER RECOVERY PROGRAM (CDBG-DR) CONTRACT NUMBER 19-076-017-B366.
4. Consideration and possible action on Cost/Price Analysis and Profit Negotiation Procedures for federal grants.
5. Consideration and possible action on an update to the City's financial policy and procedures for federal grants.
6. Consideration and possible action on an update to the City's procurement policy and procedures for federal grants.

Councilmember Casey Olson moved to approve the consent agenda items as presented. Councilmember Cheryl Fox seconded the motion. **Motion Passed (3-0).**

PUBLIC HEARING:

7. Consideration and possible action on a rezoning request from Cornerstone Community Church located at 14740 Liberty Street.

Mr. Dave McCorquodale presented the Council with highlights of the Planning and Zoning Commission's final report and stated the Commission recommends approval. He answered questions from the City Council.

- a) Acceptance of the Final Report from the Planning and Zoning Commission.

Councilmember Patricia Easley moved to accept the Final Report from the Planning & Zoning Commission. Councilmember Casey Olson seconded the motion. **Motion Passed (3-0).**

- b) Convene into a Public Hearing to hear comments on the proposed rezoning of the property.

Mayor Sanford **opened** the public hearing at: **6:22 P.M.**

No comments were made by members of the Public.

Mayor Sanford **closed** the public hearing at: **6:23 P.M.**

- c) Consideration and approval of AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AMENDING THE ZONING CLASSIFICATIONS AS DEFINED IN THE CITY CODE OF ORDINANCES CHAPTER 98, "ZONING," FOR A 0.295-ACRE TRACT SITUATED IN THE JOHN CORNER SURVEY, ABSTRACT NUMBER 8, MONTGOMERY COUNTY, TEXAS COMMONLY REFERRED TO AS A PORTION OF 14740 LIBERTY STREET, MONTGOMERY COUNTY, TEXAS FROM "R-1" SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT, AS FOUND ON THE CITY'S OFFICIAL ZONING MAP TO "I" INSTITUTIONAL ZONING DISTRICT CLASSIFICATION; AND TO AMEND THE OFFICIAL ZONING MAP; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE UPON PASSAGE AND PUBLICATION.

Councilmember Patricia Easley moved to adopt the Ordinance as presented. Councilmember Cheryl Fox seconded the motion. **Motion Passed (3-0).**

CONSIDERATION AND POSSIBLE ACTION:

8. a) Discussion on an Ordinance adopting the standards of Care for 2023 Youth Programs. Mr. Mike Muckleroy introduced and presented this item to the Council. He responded the City Council questions and concerns and provided details of the program and the experience of the staff person who designed the program.

b) Public Comment / Public Hearing.

Mayor Sanford **opened** the public hearing at: **6:32 P.M.**

Julie Davis, resident stated that she felt to reduce the concerns of council and the liability to the city that the program should be outsourced to local churches and organizations.

Sara Countryman, resident stated the risk was so high when dealing with other people's children, the city has a huge liability and the resources it took just to run the spring camp. Two public work guys, plus the recreation specialist to make just under \$500.00.

Bill Clevenger, a resident, stated he agreed and that there are other groups out there better able to deal with this type of program.

Julie Davis stated that as a registered and long-time foster parent, no matter how many FBI background checks occur, there are those who do things to kids, a policy should be included whereby to leaders at all times.

Mayor Sanford stated he felt it was rushed for this to be straightened out before summer.

Mayor Sanford **closes** the public hearing at: **6:36 P.M.**

c) Consideration and possible action on: AN ORDINANCE ADOPTING THE STANDARDS OF CARE FOR 2023 FOR YOUTH PROGRAMS OFFERED BY THE CITY OF MONTGOMERY, TEXAS; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING A SERVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Patricia Easley moved to adopt the Standards of Care ordinance as presented. Councilmember Casey Olson seconded the motion. **Motion Passed (3-0).**

9. Calling a Public Hearing for a rezoning request from "R1"-Single Family Residential to "B"-Commercial for a 0.552-acre parcel of land located at 14640 Liberty Street as submitted by Evan Ballew.

Mr. Dave McCorquodale introduced this item and provided council with details on the process for rezoning. He informed the council that all they are approving tonight is calling for the public hearing.

Councilmember Casey Olson moved to call the public hearing for May 9, 2023, at 6 P.M. Councilmember Patricia Easley seconded the motion. **Motion Passed (3-0).**

10. Consideration and possible action regarding the bid results for the "Flagship Boulevard Storm Sewer and Pavement Replacement" project.

Mr. Chris Roznovsky, WGA Engineers presented this item and provided the council with a comprehensive overview of the project requirements and the results of the bid for the sewer and pavement replacement. He informed the council that bids came in way over budget and at the same time the County on another project had declared that they will not be seeking City of Montgomery's participation therefore there would be some funds that could be moved around. Mr. Roznovsky

recommended the council table this item and he will work up alternatives and bring back at the next meeting.

Councilmember Cheryl Fox moved to table this item until the April 25, 2023, City Council meeting. Councilmember Patricia Easley seconded the motion. **Motion Passed (3-0).**

EXECUTIVE SESSION:

City Council did not enter into Executive Session.

POSSIBLE ACTION FROM EXECUTIVE SESSION:

No executive Session items.

COUNCIL INQUIRY:

Councilmember Casey Olson stated he has received emails regarding basketball court/ tennis courts that could be created in the city. The City owns property that is not used and felt it would be an opportunity to explore.

ADJOURNMENT

Councilmember Cheryl Fox moved to adjourn the meeting. Councilmember Casey Olson seconded the motion. **Motion passed (3-0).**

ADJOURNED: 6:45 P.M.

Submitted by: _____
Nici Browe, City Secretary

Date Approved: _____

Byron Sanford, Mayor

**City Council Workshop
MINUTES**

April 11, 2023, at 5:00 PM

CALL TO ORDER

Mayor Byron Sanford called the workshop to order at 5:00 p.m.

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

Mayor Byron Sanford welcomed everyone and informed them that no official action is being sought on this topic tonight, this is a workshop on the subject matter only.

CONSENT AGENDA:

1. Workshop on the proposed Mobile Food Unit/Mobile Food Court text amendments to Chapter 64 Peddlers, Solicitors, Vendors of the City Municipal Code AND Zoning Ordinance Section 98-88 Table of Permitted Uses and Special Uses

Mr. Gary Palmer, City Administrator informed Council and the audience that what they have before them is his recommendations for an update to the ordinance. The red strike throughs and red font are the changes that he is recommending.

He went on to describe the conflicts between the State code and city code due to the city code not being updated for such a long period of time.

He moved through the updated definitions and examined the exemption of Cottage Food Industry.

Mr. Palmer stated that in his proposed changes he would also place vendors under a special event as exempt from fee payments.

Mr. Palmer then went on to cover permitted uses.

He concluded his presentation by stating that the application would need to be cleaned up to insure it matches the changes in the code. The process would include a public hearing but before we get to that point, he wished to workshop it with council and get feedback, he had already taken it to Planning & Zoning Commission for their review.

Mayor Byron Sanford addressed the council and asked that they provide an open discussion and provide feedback and informed the audience that they would also get an opportunity to inject their thoughts and suggestions.

Councilmember Casey Olson stated that brick and mortar business owners have invested thousands of tax dollars into the city and should not be undercut by their competitor. He did not want vendors coming in and setting up and having better benefits to conduct business than those who have invested into the city. He added he wanted it to be equal across the board.

Mr. Palmer recognized the point Councilmember Casey Olson was making and stated he would pull the tax information on businesses and the vendors.

Councilmember Cheryl Fox stated that the commercial taxes have been raised considerably.

Mayor Sanford stated that is there going to be addressed the issue of gaining permission to sell like for like, as it doesn't appear to him that those businesses sell the same product.

Councilmember Casey Olson stated his point was about fairness, we have to be fair, so everyone pays the same fees, giving food truck vendors the ability to set up with just a vendor fee where businesses pay above and beyond, there is a disadvantage to being brick and mortar.

Councilmember Patricia Easley inquired if Food Trucks would only be allowed to operate in a food court only.

Councilmember Patricia Easley asked if Food trucks are not considered to be equal, as materially speaking they are site based.

Mr. Palmer responded that food trucks are not site based, they are license based. He went on to add that as we are a small staff one proposal is to change the current one, three and six month permits, to a flat for six months only. Logistically speaking this is more appropriate.

Mr. Palmer reasoned that six months will attract only those serious about doing business and abiding by the rules we have, and another difference will be that the fee will only be paid once the application has been reviewed and approved.

Mayor Sanford stated that 64.31 covers the issue with fairness.

Mr. Palmer stated he would pull property tax for the food businesses and delve into the fee schedule deeper.

Councilmember Patricia Easley stated that these are mobile vendors, not permanent establishments so should not be subject to the same fees as the brick-and-mortar businesses.

Councilmember Casey Olson disagreed and stated that over a year someone can operate long term and could come and go, whereas those established businesses have invested hundreds of thousands in some cases into the city. Where is fairness in allowing people to operate with the same items as those who are here full-time at less cost.

Councilmember Casey Olson and Councilmember Patricia Easley held a discussion on the practicalities and fairness of issuing temporary permits for food trucks.

Mayor Byron Sanford stated that he wants to make sure we as a city are responding to business owners' complaints.

Councilmember Patricia Easley voiced her concern that we are making it hard to do business.

Mr. Palmer stated that maybe there is validity to assessing a fee based on location. He went on to say that from the conversations here he can say that the sticking point is the fees, therefore, he will go back and pull tax information and comps and come back with alternatives.

Sara Countryman, resident stated that she had requested from the State the taxes and has yet to receive any information. She does know that 2% goes to the city.

Bill Clevenger, resident stated that as a food truck owner he does pay sales tax and he has proved this multiple times to previous administration staff, the way they are unique is that they do not pay property taxes.

Julie Davis, resident stated there is a big difference between tenants too as the renters of the coffee shop for instance have all of the start up costs, yet those like Bill's food trucks just show up for one fee, maybe one day. Those that come for a festival, trash our streets, tear up the roads and leave.

Mayor Sanford corrected Ms. Davis and stated that the coffee shop is owned by those operating it.

Jeff Waddell, P&Z Chair and resident stated that once Gary has crunched the numbers it would be clear the direction the city needs to take based on the revenues.

Councilmember Casey Olson went on to say if we continue down this path the food trucks will crush our restaurants, like the area for Minute Maid Park in Houston.

Councilmember Patricia Easley stated she disagreed with that statement as it is a totally different population down there.

Jeff Waddell, P&Z Chair and resident added that the real world is there is going to be competition for businesses, what the city needs is walkability and signage and felt the earlier statement of the food truck competing with those businesses around, he fails to see how a hotdog stand competes with a steak house.

Councilmember Casey Olson argued that it's not just the competition it's the reality that the customers to the food trucks are entering into the restaurants to use their bathrooms too, how is that fair.

Councilmember Patricia Easley commented how he could be sure that those asking for bathroom use are strictly from the food truck.

Councilmember Casey Olson responded because he has been told so by the business owners, and he wanted to point out that he is not opposed to food trucks at all but feels they should operate under the same terms as the brick-and-mortar establishments.

Councilmember Patricia Easley voiced her concern that the city is trying to amend and create policy based on a microcosm of a small area, the net should be cast wider, and we do not need to be reacting to personality conflicts between business owners and food truck vendors.

Julie Davis, a resident, suggested that the city place some signs downtown directing customers to the public restrooms.

The council collectively held a discussion on non-mobile versus mobile food unit and the definition thereof.

Mr. Palmer asked the council for their thoughts on maybe making a fee structure based on static and multiple locations.

Mr. Tony Gallucci, resident spoke to Council regarding the food trucks.

Mr. Bill Clevenger informed the Council that daily he picks up trash from folks walking around town and places that into his own trash, including booze cans. The city needs to focus on bringing people here to the downtown.

Mayor Byron Sanford asked if nonprofits (501c3) vendors are exempt from fees.

Ms. Browe, City Secretary confirmed that all nonprofit and 501 c3 vendors if they have placed that information on the application form will not be assessed a vendor's fee.

Mayor Byron Sanford thanked everyone for their input and closed the workshop.

ADJOURNED: 6:00 P.M.

Submitted by: _____
Nici Browe, City Secretary

Date Approved: _____

Byron Sanford, Mayor

**Joint City Council, Planning & Zoning and MEDC Workshop
MINUTES**

April 17, 2023, at 6:00 PM

CALL TO ORDER

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

Present: **Council**

- Byron Sanford Mayor
- Carol Langley City Council Place #1
- Cheryl Fox City Council Place #4
- T.J. Wilkerson City Council Place #3
- Casey Olson City Council Place #2
- Patricia Easley City Council Place #5

- Absent:

Planning & Zoning

- Jeffrey Waddell
- William Simpson
- Britnee Ghutzman
- Merriam Walker

- Absent: Daniel Gazda

MEDC

- Rebecca Huss
- Jeff Angelo
- Wade Nelson
- Dan Walker

- Absent: Ryan Londeen

- Also Present: Gary Palmer City Administrator
- Nici Browe City Secretary & Director of Administrative Services
- Dave McCorquodale Assistant City Administrator/Planning & Zoning Director
- Mike Muckleroy Public Works Director
- Anthony Solomon Chief of Police

Kim Duckett Court Administrator

Chris Roznovsky City Engineer, WGA

WORKSHOP ITEMS:

1. Opening Remarks by Mayor Byron Sanford.

Mayor Byron Sanford welcomed everyone present, including staff and the audience. He provided a brief statement about the intent of the workshop and how to get to the common goals we need to collaborate.

2. Introduction.

Each elected official and board member present introduced themselves and their interest/participation in City government.

3. Discussion on the City's Goals, Objectives, and Priorities for short and long term.

Mayor Byron Sanford began this portion of the meeting by stating that as Mayor he is continually having to evolve, and that is no different than the city. The city has to evolve to handle the growth that is here now, and, in the future, we have to collaborate. He stated that the city hired a city administrator now after months of uncertainty and is driving towards creating a shared vision for the city. This component was missing until Mr. Palmers' arrival January 6, 2023.

Mr. Gary Palmer, City Administrator stated that he has been here around five months and, in that time, certain things have risen to the surface and he has the experience to get out into the community and get buy in from residents and businesses. He added Revitalization is a big bold plan, the historic downtown area is the cornerstone of the city, having these meetings will be beneficial to all.

Rebecca Huss, President MEDC asked Wade Nelson of the MEDC why he said in his introduction that the city is at a crossroads?

Wade Nelson, MEDC responded that the city has been hit significantly by people coming here, the development and he feels that the city should not be saying yes to every deal, we can be selective and make sure the types of development they are bringing is going to create value to the city not just affordability.

Rebecca Huss, President MEDC asked what he thought the consequences would be?

Wade Nelson, MEDC responded that if all the city attracts is affordability type of residential development, ultimately retail will not survive and we will end up with vacant buildings. The 75 ft lot is there and has never been enforced within the last five years, and it seems that every developer is asking for a variance, this will drive up land cost. Currently the developers are saying higher density.

Rebecca Huss, President MEDC stated that the policies should be reviewed for P & Z and MEDC, there needs to be goals developed that the board could look at.

Wade Nelson, MEDC responded that the goal is to attract employers here, businesses etc. and right now with all that TXDOT is doing in the city it is a struggle. We should be looking at reduced taxes and tax abatements, creating incentives to bring businesses here. We like development not everyone that shows up, just the right ones, maybe the MEDC can explore hiring an Economic Development Director that can focus on those issues.

Mayor Byron Sanford stated that having shared goals is important, what he is hearing is that the city needs a return on investment, limit the affordability development type and create management proposals for that to occur.

Wade Nelson, MEDC stated that the city needs to be flexible.

William Simpson, P&Z Commissioner stated that the Historic Zone is an area we can control, the façade.

Mayor Bryon Sanford agreed and said that with Dave and Gary updating ordinances and policies this can be achieved, as the legislature has stripped cities of control over a lot of say in development.

Mr. Dave McCorquodale provided the governing bodies in attendance with information on the Historic Preservation.

Jeff Waddell, P&Z Chairperson stated that recently the Commission has turned down 3 or 4 proposed variance requests as it would make everything too tight. He added that the city does not need to make knee jerk reactions and just amend lot sizes, it is wise to remember that Montgomery is further out in the country than somewhere like Conroe so larger lot sizes are typical.

Wade Nelson, MEDC stated he wanted the City to keep the 75ft lot sizes as it sets the bar.

Jeff Waddell, Rebecca Huss, and Dan Walker had a lengthy conversation and debate regarding negotiating with the developers, the quality of the development and the master plan.

Merriam Walker, P & Z Commissioner stated that was a good point, have we even looked at the City of Montgomery Master Plan to see what we want in the future, what the city will look like. She added lately the requests are all about tiny lots with barely any room for cars in the streets.

Cheryl Fox, Councilmember discussed ad valorem tax, and neighborhoods.

Wade Nelson, MEDC stated that we need to decide where the industrial goes.

Mayor, Byron Sanford added that with the growth coming to the city it is vital to strike the right balance of residential and commercial. We need to be smart and as if often described as a Live, work Play incentive. He went on to discuss flooding issues on the North side of town, and his communication with Commissioner Robert Walker, and his request for help being met with a No. The County is not the only one issuing grants. Something has to be done however, the County must get involved as it is absolutely intolerable that people's homes continue to flood.

Rebecca Huss, MEDC President stated that the MEDC has talked a lot about mobility and with schools letting out and where and when, the intersections at FM2854 its important to get people to Montgomery efficiently. The MEDC is looking at obtaining grants and working with TXDoT as a long-term goal.

Jeff Waddell, P & Z Chairperson stated that the issue on the 2854/105 problems is that the State and the County are not communicating with each other.

Mayor Byron Sanford stated that it is his intent to set up a Task Force of members of the elected boards and staff to deal with TXDoT, which can monitor and interact and keep abreast of the activity.

Jeff Angelo, MEDC asked if anyone has nailed down what TXDoT love language is. He is ready to create a plan and work and focus on getting a traffic study to assist with the plan. He inquired if there were any other heavy hitters in the area that had the County Commissioner ear, that could help us out.

Jeff Angelo also asked Wade Nelson where and how the plan for the Johnson Development which is incredible mixed-use development get their plans.

Wade Nelson stated that it was a conceptual plan.

The governing body members spent a short time discussing obtaining funds from HGAC, and the process and qualifications to receive any distribution of funds. Discussion took place on Tip funds. Further discussion on Impact Fees and how they are assessed and how they are utilized.

Jeff Angelo, MEDC stated that what he is taking from this meeting is that there is a very important goal, create a plan, and a mobility plan these have to be done for the long-term success of the city.

Mayor, Byron Sanford led a discussion with the group and with the City Engineer on the TXDoT median construction through the city.

4. Discussion on a Strategy to reach shared goals.

Mr. Gary Palmer, City Administrator informed the governing bodies of the distribution process of federal funds and that when it gets down to small cities, the fact that they are unable to match the funds results in them losing out on a lot of programs.

The governmental bodies brainstormed strategies to accumulate the “matching” funds from MEDC and other locations in order to be in the game for allocation of federal funds.

William Simpson, P & Z Commissioner stated that is it worth curtailing or putting a moratorium on development of 800 homes.

Rebecca Huss, MEDC President stated that a development such as Johnson with retail in the front and the 800 homes in the rear would be incredible.

Merriam Walker P& Z Commissioner asked do we just wait for the developer to come to us because of our master plan?

Wade Nelson, MEDC stated that’s the point there is no plan.

Merriam Walker, P&Z Commissioner stated no plan? Where is it?

Mayor, Byron Sanford stated that has been his question, it is not easy without a plan, and to that what use is a Tif for mobility.

Mr. Gary Palmer spoke to the governing bodies regarding Tif dollars and informed them all that he sees the first thing is to create a transportation plan, then build in objectives to get to that plan. He then went on to provide them with his rough guide as to how he would proceed based on tonight’s discussions.

5. Open Discussion: Each body can discuss issues, concerns and suggestions.

Julie Davis resident spoke to the governing bodies regarding Thorofare plan, HGAC, TXDoT and the Ad valorem taxes. She encouraged the city to use Tif funds and provided an example of how she felt the road behind McCoy’s on 105 should be extended in the mobility plan.

Sara Countryman, resident spoke to the governing bodies and stated she felt the city needs to hold County Commissioner Robert Walker’s feet to the fire with the Round A Bout. She went on to state she had personally talked with Charlie Riley regarding obtaining a south loop and he agreed.

Bill Clevenger, resident stated that this could make or break the economy when talking about the type of housing that you bring in. He encouraged the city to look at creating a walkable community with things to do for youth, so tax dollars along with the youth are not heading down to the Woodlands. Make it teens and family friendly.

Stan Donaldson, a resident, stated he was very encouraged by the workshop and all three bodies coming together to share a plan. He added it is very positive for the city.

Cheryl Fox, Councilmember stated she agreed with transportation and mobility and that is the responsibility of all of these bodies, to enrich the lives of our citizens.

Merriam Walker, P&Z Commissioner stated that she is saddened by the poor engagement within the city, which is reflected in the turn out for voting. She added that the city needs to work on getting the citizens engaged, offer them exciting things.

6. Discussion on scheduling Joint meetings Quarterly.

* Suggestion for items such as the Chamber, City Departments or other entities.

Mr. Palmer recommended that to begin with these meetings should occur quarterly, which would allow for the elections to be held, new members sworn in. He will hold an initial goal setting workshop.

Rebecca Huss, MEDC President stated that with the meetings, it could add to the burden to staff for preparation and minuting meetings.

Mayor Byron Sanford stated he would prefer these meetings to be scheduled on a regular meeting night, either before or instead of.

ADJOURNMENT

Mayor announced that the meeting was adjourned.

ADJOURNED: 7:36 P.M.

Submitted by: _____
Nici Browe, City Secretary

Date Approved: _____

Byron Sanford, Mayor

**Montgomery City Council
AGENDA REPORT**

Meeting Date: April 25, 2023	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and A&R Eclectics, LLC (Dev. No. 2301).

Recommendation

Approve the Escrow Agreement as presented.

Discussion

The Pecan Hill florist building on the southern end of the historic downtown recently sold and the new owners are planning a building addition and parking renovation. The renovated mixed-use building will include retail and art gallery space on the ground floor. Since they are expanding the footprint of the building and adding site features the project will follow the development process. The Escrow Agreement ensures that the property developer covers the cost of plan review.

Approved By		
Assistant City Administrator & Planning & Development Director	Dave McCorquodale	Date: 04/17/2023
City Administrator	Gary Palmer	Date: 04/17/2023

ESCROW AGREEMENT

BY AND BETWEEN

THE CITY OF MONTGOMERY, TEXAS,

AND

A&R Eclectics LLC

Dev. No. 2301

THE STATE OF TEXAS ⤵

COUNTY OF MONTGOMERY ⤵

This Escrow Agreement is made and entered into as of the 17 day April, 2023 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 A&R Eclectics LLC, a Limited Liability Corporation, (hereinafter called the "Developer").

RECITALS

WHEREAS, the Developer desires to acquire and develop all or part of a 0.5-acre tract sometimes referred to as the Texas & Beyond Mini Plaza Tract, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

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

AGREEMENT

ARTICLE I

SERVICES REQUIRED

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

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

ARTICLE II

FINANCING AND SERVICES

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

Administrative	\$500
City Engineer	\$3,000
Legal	\$500
<hr/>	
TOTAL	\$4,000

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
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If to Developer, to:	Anthony Noreiga Texas & Beyond Mini Plaza 12651 Pearson Road Montgomery, Texas 77356
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The parties shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party.

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

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

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

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

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

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

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

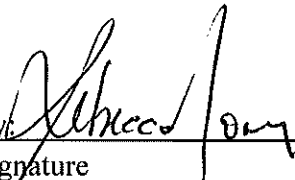
CITY OF MONTGOMERY, TEXAS

By: _____
Byron Sanford, Mayor

ATTEST:

By: _____
Nici Browe, City Secretary

Developer

By:  _____
Signature

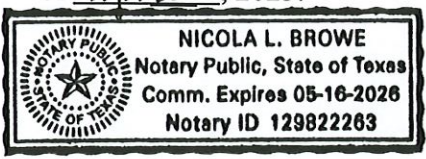
Title: CFO

STATE OF TEXAS {

COUNTY OF MONTGOMERY {

BEFORE ME, the undersigned authority, on this day personally appeared REBECCA NOREIGA 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 17 day of April, 2023.



[Signature]
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 _____, 2023.

Notary Public, State of Texas

Montgomery City Council
AGENDA REPORT

Meeting Date: April 25, 2023	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and Montgomery ISD for Lincoln Elementary site renovations (Dev. No. 2302).

Recommendation

Approve the Escrow Agreement as presented.

Discussion

MISD is planning renovations and site improvements to several campuses in the city. This is the city's standard escrow agreement to cover engineering review costs.

Approved By

Assistant City Administrator & Planning & Development Director	Dave McCorquodale	Date: 04/21/2023
City Administrator	Gary Palmer	Date: 04/21/2023

ESCROW AGREEMENT

BY AND BETWEEN

THE CITY OF MONTGOMERY, TEXAS,

AND

Montgomery Independent School District

Dev. No. 2302

THE STATE OF TEXAS ⊃

COUNTY OF MONTGOMERY ⊃

This Escrow Agreement is made and entered into as of the _____ day _____, 2023 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 Montgomery Independent School District, (hereinafter called the "Developer").

RECITALS

WHEREAS, the Developer desires to acquire and develop all or part of a 15-acre tract, sometimes referred to as the Lincoln Elementary School 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 Lincoln Elementary School 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.

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ARTICLE II

FINANCING AND SERVICES

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Administrative	\$500
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MISCELLANEOUS

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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.

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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: Cody Boyd
Montgomery Independent School District
20774 Eva Street
Montgomery, Texas 77356

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

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

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

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

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

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

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

CITY OF MONTGOMERY, TEXAS

By: _____
Byron Sanford, Mayor

ATTEST:

By: _____
Nici Browe, City Secretary

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 _____, 2023.

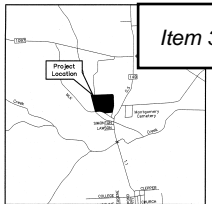
Notary Public, State of Texas

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 _____, 2023.

Notary Public, State of Texas



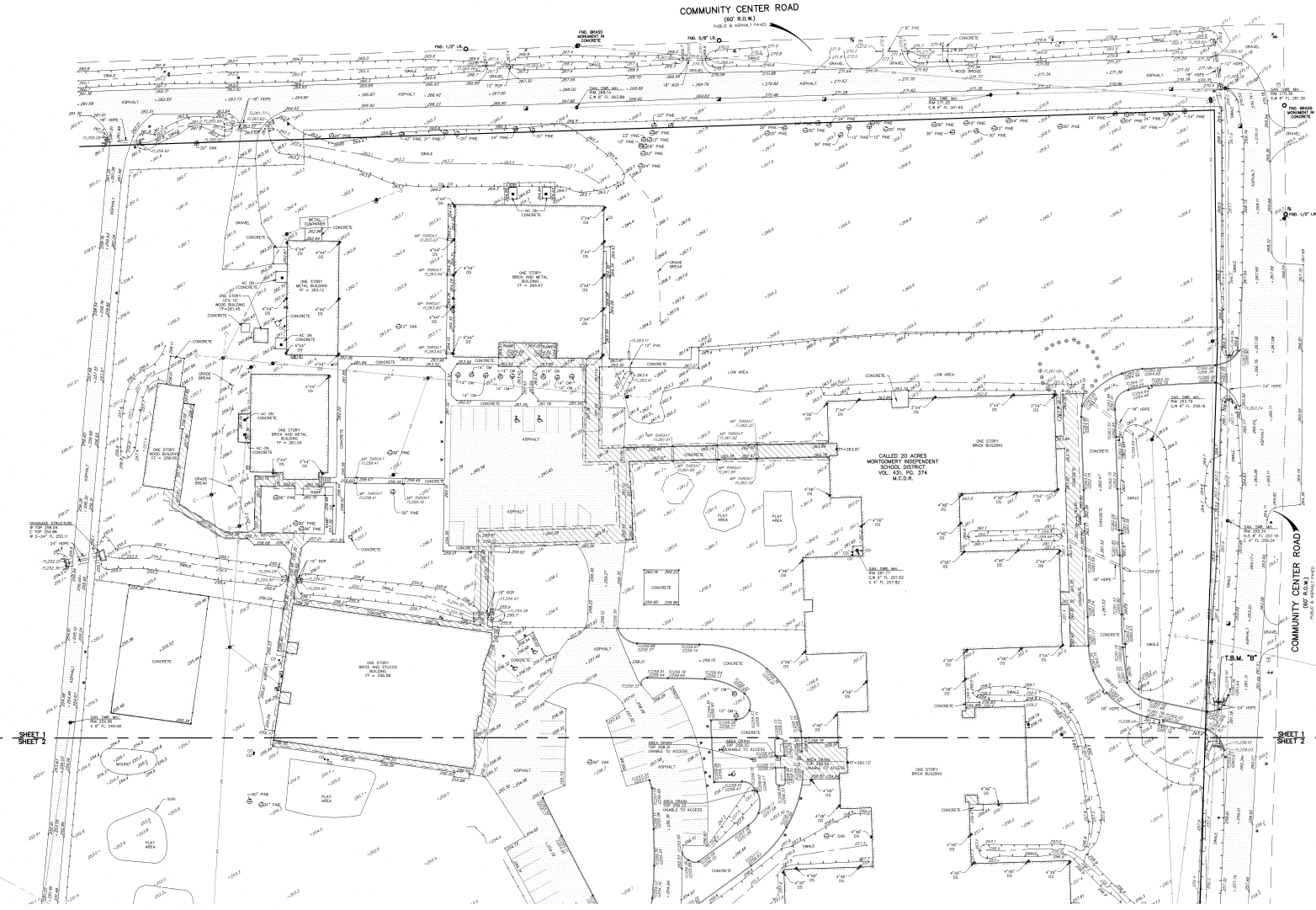
VICINITY MAP
SCALE: 1" = 1/2 MI.

LEGEND

100.00	ELEVATION
100.00	TOP OF CURB
100.00	GUTTER
100.00	FIN
100.00	PLUMBING
100.00	AREA VALET
100.00	MANHOLE
100.00	SAMPLE WELL
100.00	CELESTIAL
100.00	BOLLARD
100.00	POWER POLE
100.00	DOWN GUY
100.00	FIRE HOSEKIT
100.00	WATER VALVE
100.00	WATER METER
100.00	EMERGENCY VALVE
100.00	SIW
100.00	AREA LIGHT
100.00	MALIBOX
100.00	TELEPHONE ENCLOSURE
100.00	TELEPHONE CABLE MARKER
100.00	WATER SPROUT
100.00	TOP OF BANK
100.00	USE OF BANK
100.00	CENTRELINE OF DITCH
100.00	CHAIN LINK FENCE
100.00	WOOD FENCE
100.00	WOOD STAKE
100.00	OVERHEAD ELECTRIC LINE
100.00	SWAYTAY SPOKE
100.00	STORM SEWER
100.00	OVERHANG/COVERED AREA
100.00	GRAVEL
100.00	ASPHALT

ABBREVIATIONS

M.C.C.D.	MONTEGOMERY COUNTY CLERK'S FILE
M.C.D.A.	MONTEGOMERY COUNTY DEED RECORDS
L.S.	LANDSCAPE EASEMENT
N.	NUMBER
P.	FACE OF WAY
S.F.	SQUARE FEET
SAN SWM	SANITARY SEWER
STM SWM	STORM SEWER
U.L.	UTILITY EASEMENT
VAL.	VALUATION
CON.	CONCRETE
W.P.	WET PILE
CH.	CHUTE WHITE
FT.	FOOTED FLOOR
END.	FOUNDATION
CL.	CLIFFED BOND ROD
LP.	IRON PIPE
H.W.	HOODING LIGHTING AND POWER
S.W.B.T.	SOUTHWESTERN BELL TELEPHONE
T.B.M.	TEMPORARY BENCHMARK
FL.	ALUMINUM
A.C.	AIR-CONDITIONING UNIT
U.C.S.	UNABLE TO LOCATE CONNECTING STRUCTURE



FLOOD STATEMENT: THE SURVEYOR HAS EXAMINED THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR THE CITY OF MONTGOMERY, MONTGOMERY COUNTY, TEXAS, COMMENTARY, AND HAS DETERMINED THAT THE SUBJECT PROPERTY IS IN A FLOOD HAZARD AREA AND THAT THE MAP INDICATES THAT THIS TRACT IS WITHIN THE FOLLOWING ZONE:

ZONE "A" AREAS DEEMED TO BE OUTSIDE THE 1% ANNUAL CHANCE FLOOD.

ZONE "X" SHADDED AREAS OF 5% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AREAS OF 1% ANNUAL CHANCE FLOOD OR LESS SHALL BE WITHIN FLOOD HAZARD AREAS SUBJECT TO FLOODING FROM 1% ANNUAL CHANCE FLOOD.

ZONE "AE" SPECIAL FLOOD HAZARD AREAS SUBJECT TO FLOODING FROM THE 1% ANNUAL CHANCE FLOOD (AREA "X") WHICH ARE SUBJECT TO FLOODING FROM 1% ANNUAL CHANCE FLOOD OR LESS IN ANY GIVEN YEAR. THE SPECIAL FLOOD HAZARD AREA IS THE AREA SUBJECT TO FLOODING FROM THE 1% ANNUAL CHANCE FLOOD. THE WATER SURFACE ELEVATION IS THE WATER SURFACE ELEVATION OF THE 1% ANNUAL CHANCE FLOOD.

FLOODWAY AREAS IN ZONE "AE"

THIS DETERMINATION HAS BEEN MADE BY SCALING THE PROPERTY ON THE ABOVE REFERENCED MAP AND IS NOT THE RESULT OF AN ELEVATION SURVEY. HOWEVER, THIS DOES NOT MEAN THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING BY FLOOD WATERS OR SOME OCCASIONAL OVERFLOW OF NEARBY CANALS. THIS FLOOD STATEMENT SHALL NOT BE USED TO LIABILITY ON THE PART OF THE SURVEYOR.

BENCHMARK ELEV. 212.40'
1/2" MONUMENT HUBBY BY (LAPLAD) BEING A STAINLESS STEEL ROD IN SLEEVE WITH AN ACCESS COP STAINLESS PLUGS BY AT THE END OF THE CONCRETE CAP APPROXIMATELY (NAD 83)

TEMPORARY BENCHMARK (T.B.M.) "A" ELEV. 248.86'
ROD USE IN CONCRETE BEARING. ABOVE THE END OF A 2x4" REINFORCED CONCRETE PIPE ALONG THE NORTHERLY SIDE OF OIL MARTIN CULVERT WHICH IS APPROXIMATELY NORTHWEST OF A SANITARY SEWER MANHOLE, AS SHOWN ON SHEET 1.

TEMPORARY BENCHMARK (T.B.M.) "B" ELEV. 262.59'
ROD OUT ON CONCRETE HEADLAND ABOVE 2x4" REINFORCED CONCRETE PIPES ALONG THE WESTERN SIDE OF COMMUNITY CENTER ROAD APPROXIMATELY 40' SOUTH OF A POWER POLE, AS SHOWN ON SHEET 1.

NOTES

- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE, WITH REGARD TO ANY RECORDED EASEMENTS, RIGHTS-OF-WAY OR ETTBACKS AFFECTING THE SUBJECT PROPERTY. THERE ARE NO ADDITIONAL EASEMENTS, RESTRICTIONS OR OTHER MATTERS OF RECORD AFFECTING THE SURVEYED PROPERTY NOT SHOWN HEREON.
- THE DIRECTION OF THE NORTH ARROW SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE.
- ONLY THOSE IMPROVEMENTS THAT WERE EVIDENT FROM A VISUAL INSPECTION OF THE PROPERTY ARE SHOWN ON THIS SURVEY.
- ANY UTILITY LINES SHOWN HEREON ARE BASED UPON ABOVE GROUND OBSERVED EVIDENCE. THE SURVEYOR CAN NOT ATTEST TO THE EXACT LOCATION OF UNDERGROUND LINES SHOWN HEREON. THE EXACT LOCATION OF UNDERGROUND UTILITIES SHOULD BE INDEPENDENTLY VERIFIED PRIOR TO CONSTRUCTION ANY UNDERGROUND UTILITIES.
- THE TREE SPECIES AND SIZES SHOWN HEREON HAVE BEEN IDENTIFIED TO THE BEST OF THE SURVEYOR'S KNOWLEDGE. THE SURVEYOR CAN NOT CERTIFY, NOR ATTEST, TO THE ACCURACY OF THESE NOTATIONS IF CERTIFICATION OF THIS INFORMATION IS REQUIRED. PLEASE CONTACT A LICENSED URBAN FORESTER OR ARBORIST FOR CONFIRMATION.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND THAT THIS PLAT COMPLETELY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY.

MICHAEL HALL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO.: 3763

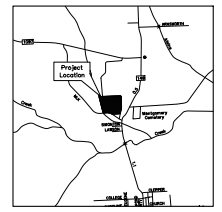
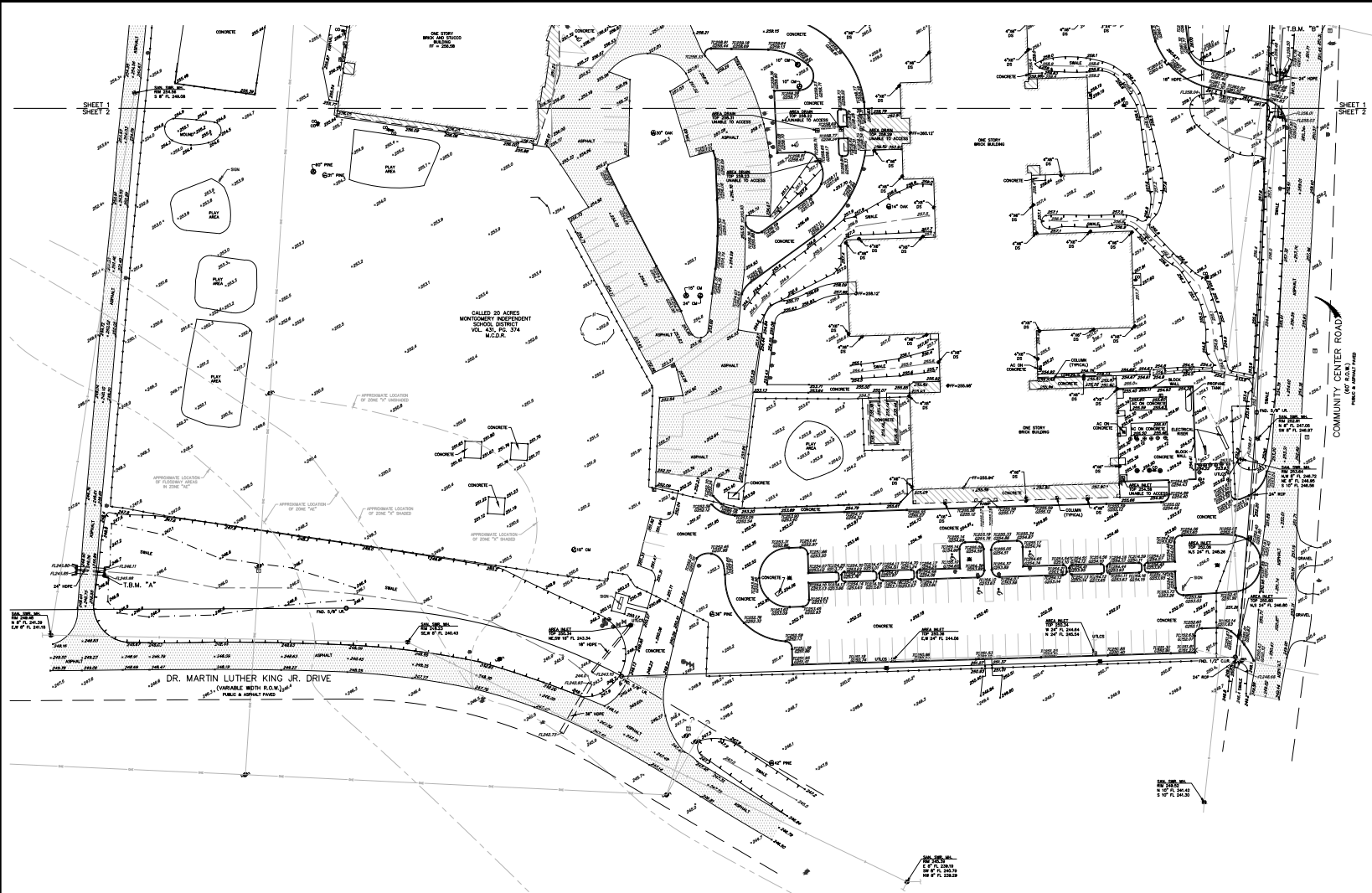
TOPOGRAPHIC SURVEY
LINCOLN ELEMENTARY SCHOOL
MONTGOMERY INDEPENDENT SCHOOL DISTRICT
THE
BENJAMIN RIGSBY SURVEY
ABSTRACT NO. 31
700 DR. MARTIN LUTHER KING, JR. DR., DRING, MONTGOMERY COUNTY, TEXAS 77336

DATE: 10/25/22
SCALE: 1" = 30'
BOOK NO.:
DRAWN BY: SL
CHECKED BY: MHL
PROJECT NO.: CS 22179
DRAWING NO.: 1 OF 2

10800 WESTPARK DRIVE, SUITE #100
HOUSTON, TEXAS 77044
PH: (281) 858-9941

Civil-Surv
Land Surveying, LLC

18P118, 10/14/2010
Email: michael@civil-survey.com



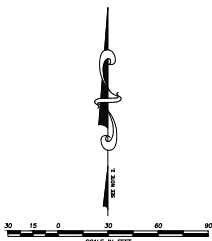
LEGEND

—	ELEVATION
—	TOP OF CURB
—	GUTTER
—	RAW ASPH.
—	FLORING
—	AREA W/ET
—	MANHOLE
—	SAMPLE WELL
—	CLEAN OUT
—	BELLMAN
—	POWER POLE
—	DOWN GUY
—	FIRE HYDRANT
—	WATER VALVE
—	IRON METRE
—	BLOWOFF VALVE
—	SEW
—	AREA LIGHT
—	MANHOLE
—	TELEPHONE ENCLOSURE
—	TELEPHONE CABLE MARKER
—	ONE METRE
—	ELECTRIC BOX
—	IRIGATION CONTROL VALVE
—	WATER SPROUT
—	TOP OF BANK
—	TIE OF DITCH
—	CONTINUOUS OF DITCH
—	CHAIN LINK FENCE
—	WOODPOST/RAIL FENCE
—	WOOD FENCE
—	OVERHEAD ELECTRIC LINE
—	SANITARY SEWER
—	STORM SEWER
—	CORNER/CORNER AREA
—	CONCRETE
—	ASPHALT

ABBREVIATIONS

M.C.C.P.	= MONTGOMERY COUNTY CLERK'S FILE
M.C.A.S.	= MONTGOMERY COUNTY ARCHIVE RECORDS
L.E.	= LANDSCAPE EXISTENCE
N.C.	= NORTH CURB
P.C.	= PAGE
M.C.P.	= MOUNTAIN CREST PROJECT
S.P.	= SOUTH SIDE
SAN. SEW.	= SANITARY SEWER
STN.	= STATION
U.E.	= UTILITY EXISTENCE
VOL.	= VOLUME
CS	= CONCRETE
ME	= METAL PLATE
FT	= FRESH FLOOR
FIN.	= FINISH
IA	= IRON ROD
C.P.	= COPPER IRON ROD
IP	= IRON PIPE
S.L.P.	= STEEL LIGHTING AND POWER
S.L.P.	= STEEL LIGHTING AND POWER
T.B.M.	= TEMPORARY BENCHMARK
FL	= FLOORING
AC	= AIR CONDITIONING LINE
UTILES	= UNABLE TO LOCATE CONNECTING STRUCTURE

- NOTES
1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. WITH RESPECT TO ANY RECORDS EXISTING, RIGHTS-OF-WAY OR EASEMENTS AFFECTING THE SUBJECT PROPERTY, THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER MATTERS OF RECORD AFFECTING THE SUBJECT PROPERTY NOT SHOWN HEREON.
 2. THE DIRECTION OF THE NORTH ARROW SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, ESTABLISHED.
 3. ONLY THOSE IMPROVEMENTS THAT WERE EVIDENT FROM A VISUAL INSPECTION OF THE PROPERTY ARE SHOWN ON THIS SURVEY.
 4. ANY UTILITY LINES SHOWN HEREON ARE BASED UPON ABOVE GROUND OBSERVED EVIDENCE. THE SURVEYOR CAN NOT ATTEST TO THE EXACT LOCATION OF UNDERGROUND LINES SHOWN HEREON. THE EXACT LOCATION OF UNDERGROUND UTILITIES SHOULD BE INDEPENDENTLY VERIFIED PRIOR TO COMMENCING ANY UNDERGROUND CONSTRUCTION.
 5. THE TREE SPECIES AND SIZES SHOWN HEREON HAVE BEEN IDENTIFIED TO THE BEST OF THE SURVEYOR'S KNOWLEDGE. THE SURVEYOR CAN NOT GIVE ANY ATTEST TO THE ACCURACY OF THESE NOTATIONS. IF CERTIFICATION OF THIS INFORMATION IS REQUIRED, PLEASE CONTACT A LICENSED URBAN FORESTER OR ARBORIST FOR CONFIRMATION.



FLOOD STATEMENT: THE SURVEYOR HAS EXAMINED THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR THE CITY OF MONTGOMERY, MONTGOMERY COUNTY, TEXAS, COMMUNITY NO. 0544, DATED AUGUST 18, 2004, MAP AND PANEL NO. 050200000, AND THAT MAP INDICATES THAT THIS TRACT IS WITHIN THE FOLLOWING ZONES:

ZONE "0"
AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

ZONE "1" SHADED
AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

ZONE "1A"
SPECIAL FLOOD HAZARD AREAS SUBJECT TO REGULATION BY THE 1% ANNUAL CHANCE FLOOD EXISTENCE ARE THE ANNUAL CHANCE FLOOD (100-YEAR FLOOD) ALSO SHOWN AS THE BASE FLOOD. IN THE FLOOD YEAR, THE SPECIAL FLOOD HAZARD AREAS ARE THE AREAS SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD, THE BASE FLOOD, ELEVATION OF THE WATER SURFACE ELEVATION OF THE 1% ANNUAL CHANCE FLOOD.

FLOODWAY AREAS IN ZONE "1A"
THIS DETERMINATION HAS BEEN MADE BY LOCATING THE PROPERTY ON THE ABOVE REFERENCED MAP AND IS NOT THE RESULT OF AN ELEVATION SURVEY. WARNING: IF THIS SITE IS NOT BEING AN EXISTING FLOOD HAZARD AREA, THIS STATEMENT DOES NOT MEAN THAT THE PROPERTY OWNER WILL NOT BE SUBJECT TO FLOODING. FLOOD HAZARD OR FLOODWAY AREAS WILL BE FLOOD HAZARD AREAS SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD, THE BASE FLOOD, ELEVATION OF THE WATER SURFACE ELEVATION OF THE 1% ANNUAL CHANCE FLOOD.

BENCHMARK ELEV. 212.40'
THIS MONUMENT HOOK IS (A) A 3/8" DIA. STAINLESS STEEL ROD IN SLEEVE WITH AN ARROW ON GRANTED "HOLD BY" AT THE END OF THE CONCRETE SHA APPROXIMATELY 1" WEST OF A CHAIN LINK FENCE AND 0' NORTH OF A METEORICAL SIGN (DAVID 88)

TEMPORARY BENCHMARK (T.B.M.) "A" ELEV. 248.86'
ROW OUT ON CONCRETE HORIZONTAL ABOVE THE EAST END OF A 24" REINFORCED CONCRETE PIPE ALONG THE NORTHERN SIDE OF DR. MARTIN LUTHER KING, JR. DRIVE APPROXIMATELY NORTHWEST OF A SANITARY SEWER MANHOLE, AS SHOWN ON SHEET 2.

TEMPORARY BENCHMARK (T.B.M.) "B" ELEV. 262.59'
ROW OUT ON CONCRETE HORIZONTAL ABOVE 2-24" REINFORCED CONCRETE PIPES ALONG THE WESTERN SIDE OF COMMUNITY CENTER ROAD APPROXIMATELY 5' SOUTH OF A MANHOLE, AS SHOWN ON SHEET 1.

TOPOGRAPHIC SURVEY
OF
LINCOLN ELEMENTARY SCHOOL
MONTGOMERY INDEPENDENT SCHOOL
DISTRICT
IN THE
BENJAMIN RIGSBY SURVEY
ABSTRACT NO. 51
700 DR. MARTIN LUTHER KING, JR. DRIVE, MONTGOMERY,
MONTGOMERY COUNTY, TEXAS 77398

DATE:	10/20/22	1580 WESTVIEW DRIVE, SUITE 200 HOUSTON, TEXAS 77042 PH: (713) 634-1941
DRAWN:	1" = 30'	
BOOK NO.:		
DRAWN BY:	SL	
DESIGNED BY:	SL	
PROJECT NO.:	CS 21279	36
DRAWING NO.:	2 OF 2	

Montgomery City Council
AGENDA REPORT

Meeting Date: April 25, 2023	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and Montgomery ISD for Montgomery Elementary site renovations (Dev. No. 2303).

Recommendation

Approve the Escrow Agreement as presented.

Discussion

MISD is planning renovations and site improvements to several campuses in the city. This is the city's standard escrow agreement to cover engineering review costs.

Approved By

Assistant City Administrator & Planning & Development Director	Dave McCorquodale	Date: 04/21/2023
City Administrator	Gary Palmer	Date: 04/21/2023

ESCROW AGREEMENT

BY AND BETWEEN

THE CITY OF MONTGOMERY, TEXAS,

AND

Montgomery Independent School District

Dev. No. 2303

THE STATE OF TEXAS ⊃

COUNTY OF MONTGOMERY ⊃

This Escrow Agreement is made and entered into as of the _____ day _____, 2023 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 Montgomery Independent School District, (hereinafter called the "Developer").

RECITALS

WHEREAS, the Developer desires to acquire and develop all or part of a 8-acre tract, sometimes referred to as the Montgomery Elementary School Tract, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

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

AGREEMENT

ARTICLE I

SERVICES REQUIRED

Section 1.01 The development of the Montgomery Elementary School 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	\$3,000
Legal	\$500
<hr/>	
TOTAL	\$4,000

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:	Cody Boyd Montgomery Independent School District 20774 Eva Street Montgomery, Texas 77356
----------------------	--

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

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

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

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

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

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

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

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

CITY OF MONTGOMERY, TEXAS

By: _____
Byron Sanford, Mayor

ATTEST:

By: _____
Nici Browe, 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 _____, 2023.

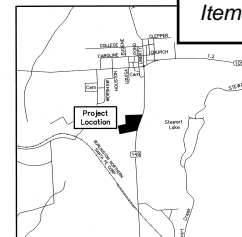
Notary Public, State of Texas

THE STATE OF TEXAS {
COUNTY OF _____ {

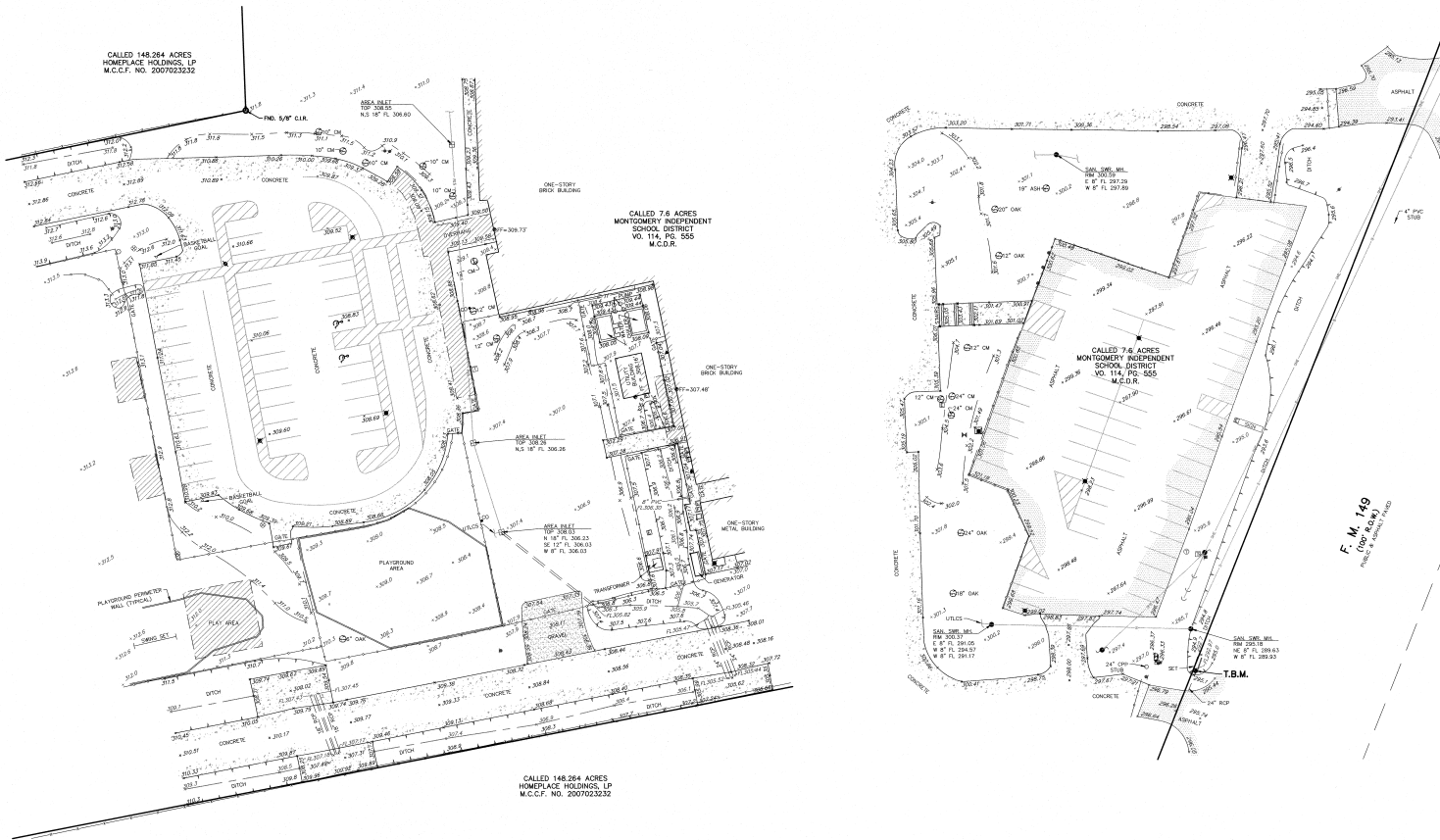
BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____, _____ of _____, a _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration 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 _____, 2023.

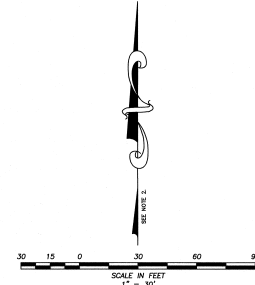
Notary Public, State of Texas



VICINITY MAP
SCALE: 1" = 1/2 M.



- NOTES
1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. WITH REGARD TO ANY RECORDED EASEMENTS, RIGHTS-OF-WAY OR SETBACKS AFFECTING THE SUBJECT PROPERTY, THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER MATTERS OF RECORD AFFECTING THE SURVEYED PROPERTY NOT SHOWN HEREON.
 2. THE DIRECTION OF THE NORTH ARROW SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE.
 3. ONLY THOSE IMPROVEMENTS THAT WERE EVIDENT FROM A VISUAL INSPECTION OF THE PROPERTY ARE SHOWN ON THIS SURVEY.
 4. ANY UTILITY LINES SHOWN HEREON ARE BASED UPON ABOVE GROUND OBSERVED EVIDENCE. THE SURVEYOR CAN NOT ATTEST TO THE EXACT LOCATION OF UNDERGROUND LINES SHOWN HEREON. THE EXACT LOCATION OF UNDERGROUND UTILITIES SHOULD BE INDEPENDENTLY VERIFIED PRIOR TO COMMENCING ANY UNDERGROUND CONSTRUCTION.
 5. THE TREE SPECIES AND SIZES SHOWN HEREON HAVE BEEN IDENTIFIED TO THE BEST OF THE SURVEYOR'S KNOWLEDGE. THE SURVEYOR CAN NOT CERTIFY, NOR ATTEST, TO THE ACCURACY OF THESE NOTATIONS. IF CERTIFICATION OF THIS INFORMATION IS REQUIRED, PLEASE CONTACT A LICENSED URBAN FORESTER OR ARBORIST FOR CONFIRMATION.



CALLED 148.284 ACRES
HOMELACE HOLDINGS, LP
M.C.C.F. NO. 2007023232

LEGEND

48.60'	ELEVATION
48.60	CONCRETE
FL 42.30	FLOORLINE
■	AREA INLET
■	MANHOLE
○	CLEAN OUT
●	POWER POLE
○	DOWN OUT
●	FIRE HYDRANT
○	WATER VALVE
○	WATER METER
○	BLOWOFF VALVE
○	SIGN
○	AREA LIGHT
○	TELEPHONE ENCLOSURE
○	TELEPHONE CABLE MARKER
○	TELEPHONE MANHOLE
○	GAS METER
○	ELECTRIC BOX
○	IRRIGATION CONTROL VALVE
○	WATER SPOUT
○	TOP OF BANK
○	GRADE BREAK
○	CENTRELINE OF DITCH
○	CHAIN LINK FENCE
○	PIPE RAIL FENCE
○	BARBED WIRE FENCE
○	WOOD FENCE
○	OVERHEAD ELECTRIC LINE
○	SANITARY SEWER
○	STORM SEWER
○	OVERMANN/COVERED AREA
○	CONCRETE
○	GRAVEL
○	ASPHALT

ABBREVIATIONS

M.C.C.F.	= MONTGOMERY COUNTY CLERK'S FILE
M.C.D.R.	= MONTGOMERY COUNTY DEED RECORDS
L.E.	= LANDSCAPE EASEMENT
M	= MANHOLE
P.G.	= PAGE
R.O.W.	= RIGHT OF WAY
S.F.	= SQUARE FEET
SAN. S.W.R.	= SANITARY SEWER
STM. S.W.R.	= STORM SEWER
L.E.	= UTILITY EASEMENT
VOL.	= VOLUME
OM	= OPEN MASTHEAD
FF	= FINISHED FLOOR
FND.	= FOUND
IR	= IRON ROD
C.I.R.	= CASTED IRON ROD
I.P.	= IRON PIPE
H.L.A.P.	= HOUSTON LIGHTING AND POWER
S.W.B.T.	= SOUTHWESTERN BELL TELEPHONE
T.B.M.	= TEMPORARY BENCHMARK
FL	= FLOWLINE
UTLICS	= UNABLE TO LOCATE CONNECTING STRUCTURE
SET	= SAFETY END TREATMENT

BENCHMARK ELEV. 212.40'

NIS MONUMENT H2020 B1 (A4845) BEING A STAINLESS STEEL ROD IN ALUEV WITH AN ACCESS CAP STAMPED "H2020 B1" AT THE END OF THE CONCRETE DAM APPROXIMATELY 11' WEST OF A CHAIN LINK FENCE AND 5' NORTH OF A HISTORICAL SIGN.

TEMPORARY BENCHMARK (T.B.M.) ELEV. 295.05'

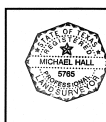
BOX CUT ON TOP OF A SAFETY END TREATMENT FOR A 18" REINFORCED CONCRETE PILE ALONG THE WEST RIGHT-OF-WAY LINE OF F.M. 149 APPROXIMATELY 18' WEST OF A WATER VALVE AND APPROXIMATELY 22' SOUTH OF A SANITARY SEWER MANHOLE, AS SHOWN ON SURVEY.

FLOOD STATEMENT: THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR THE CITY OF MONTGOMERY, MONTGOMERY COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY NO. 481463, DATED AUGUST 18, 2014, INDICATES THAT THIS TRACT IS WITHIN ZONE "C" UNDESIGNED AREAS DETERMINED TO BE OUTSIDE THE 2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON MAP AND PANEL NO. 4833020020. THIS DETERMINATION HAS BEEN MADE BY COLLATING THE PROPERTY ON THE ABOVE REFERENCED MAP AND IS NOT THE RESULT OF AN ELEVATION SURVEY. WARNING: IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON ARE IMMUNE FROM FLOODING OR FLOOD DAMAGE ON RARE OCCASIONS. GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY.

Michael Hall

MICHAEL HALL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO.: 5765



DATE:	10/09/22	10560 WESTOFFICE DRIVE, SUITE #100 HOUSTON, TEXAS 77042 PHONE: (713) 838-9181
SCALE:	1" = 30'	
BOOK NO.:		
DRAWN BY:	NP./SL	
CHECKED BY:	M.H.	
PROJECT NO.:	CS 22180	
DRAWING NO.:	1 OF 1	



PARTIAL TOPOGRAPHIC SURVEY
OF
A CALLED 7.6 ACRE TRACT OF LAND
RECORDED IN THE NAME OF
MONTGOMERY INDEPENDENT SCHOOL
DISTRICT IN VOLUME 114, PAGE 555,
MONTGOMERY COUNTY DEED RECORDS
IN THE
JOHN CORNER SURVEY
ABSTRACT NO. 8
13755 LIBERTY STREET, MONTGOMERY
MONTGOMERY COUNTY, TEXAS 77356

Montgomery City Council
AGENDA REPORT

Meeting Date: April 28, 2023	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action by the City Council acting as the Zoning Board of Adjustment on a revised variance request to Section 98-122 of the City Code of Ordinances related to rear yard requirements for 128 Dina Lane.

Recommendation

Approve a 5-foot Building Line Variance for the swimming pool contingent on:

- No raised planting beds, decking or other elements between the pool and the fence
- Contractor to submit a drainage plan demonstrating how runoff will not be redirected on the lot behind the 128 Dina Lane.

Discussion

City Council reviewed a variance request for this proposed swimming pool from the owner of 128 Dina Lane last month at the March 28th meeting. The request was for an encroachment of approximately 8-feet into the 10-foot rear yard setback. The homeowner has revised the variance request and resubmitted it for consideration by City Council. The revisions include:

- Encroachment of 5-ft into the rear building line (3-ft reduction from previous request).
- Provide drainage behind the pool and ensure that no runoff is redirected to the adjacent lot.

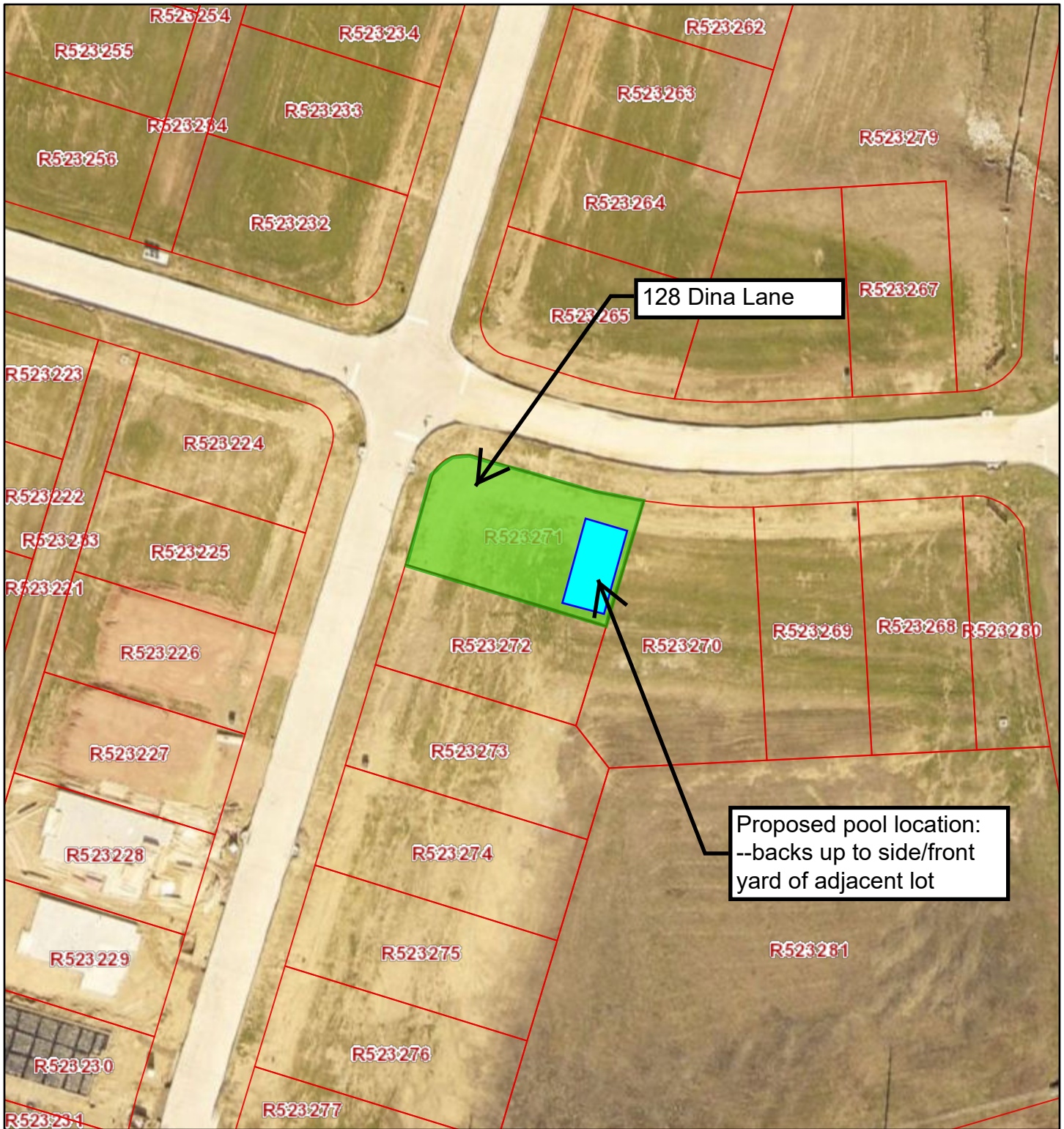
Information from the March agenda report:

Residential lots in the city are required to have a 10-foot rear yard. Given the pool does not project above the fence line and the backyard of 128 Dina Lane abuts the side/front yard of the lot behind it, staff does not object to the variance request. However, the slope of the lot means storm runoff drains from right to left. Staff recommends requiring a minimum of 5-feet between the pool and the rear property line to allow room for drainage behind the pool. Staff also recommends the contractor submit a drainage plan that demonstrates that runoff will not be redirected to the lot behind the pool. Compliance with the drainage plan will be reviewed at the pool final inspection.

Approved By

Assistant City Administrator & Planning & Development Director	Dave McCorquodale	Date: 04/19/2023
City Administrator	Gary Palmer	Date: 04/19/2023

128 Dina Lane Location Exhibit



3/22/2023, 3:46:29 PM

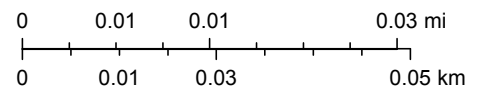
1:1,128

Abstracts

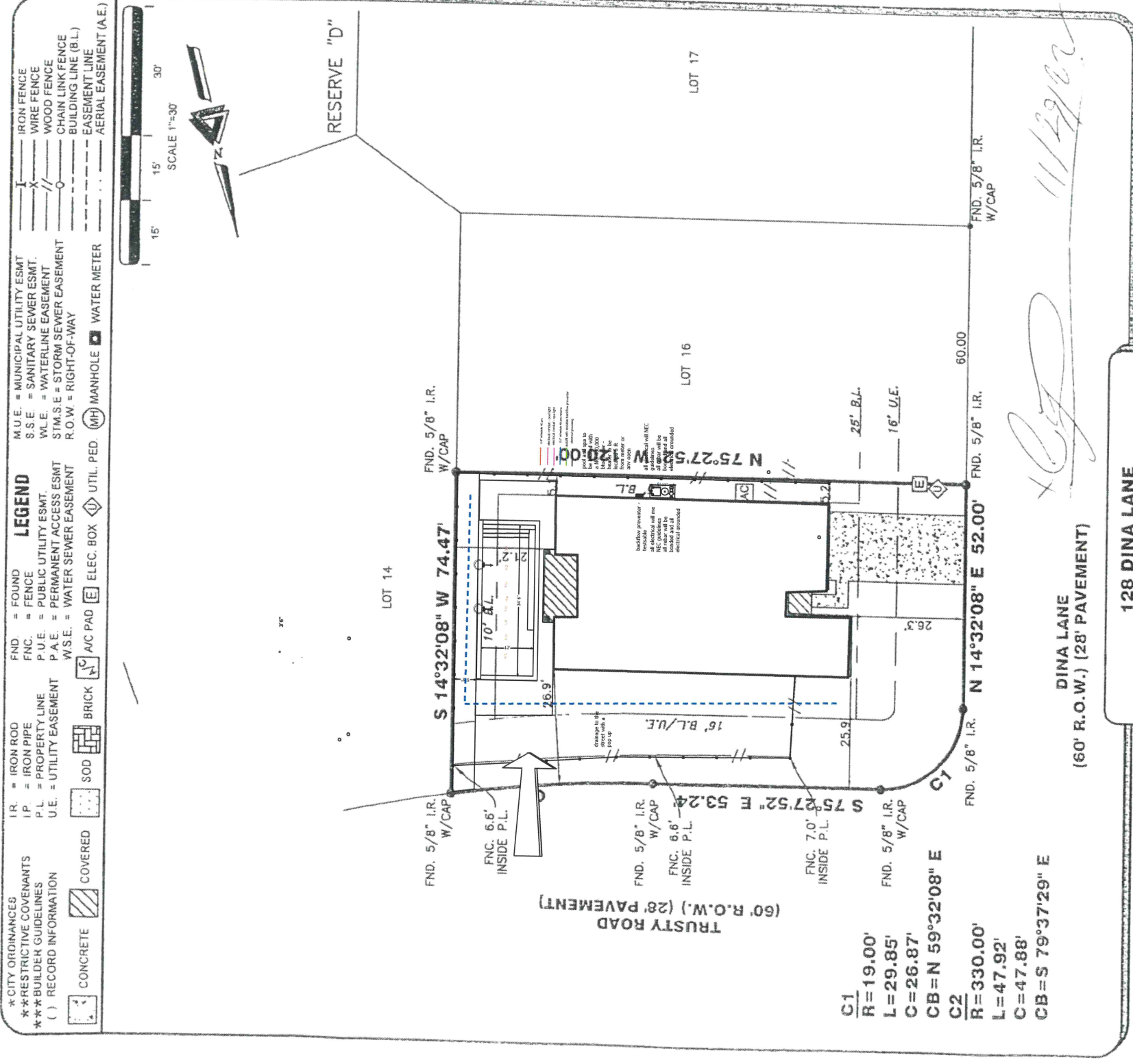
World Transportation

Parcels

Parcel ID



© OpenStreetMap (and) contributors, CC-BY-SA, Esri, HERE, iPC



TRI-TECH SURVEYING COMPANY, L.P.
 10401 WEBSTERFICH DR.
 HOUSTON, TEXAS 77042
 PH: 713-667-0800
 www.tritechtx.com
 TBPLS #10115900

CERTIFICATION
 I, the undersigned registered professional land surveyor, do hereby state that the plat shown hereon represents a boundary survey made on the ground under my supervision of the tract or parcel of land, according to the map or plat thereof, indicated hereon.
 THIS SURVEY IS VALID FOR THIS TRANSACTION ONLY.
 © 2022 TRI-TECH SURVEYING COMPANY, L.P.

11/17/2022

REGISTERED PROFESSIONAL LAND SURVEYOR
 MARK S. BROWN
 5553

SURVEYOR REGISTRATION

NOTES:

ALL EASEMENTS AND BUILDING LINES SHOWN ARE PER THE RECORDED PLAT UNLESS OTHERWISE NOTED.

RESTRICTIVE COVENANTS AND EASEMENTS AS DEFINED PER CAB 7, SHTS 7645-7646, MONTGOMERY COUNTY, TEXAS, FILE NOS. 2004-012061, 202012417, 2021145307, 2022102750, 2022102756, 2022102757, 2022102758, 2022102759, 2022102760, 2022102761, 2022102762, 2022102763, 2022102764, 2022102765, 2022102766, 2022102767, 2022102768, 2022102769, 2022102770.

ALL ROD CAPS ARE STAMPED "LANDPOINT 10" 5/8" I.R. UNLESS OTHERWISE NOTED.

C.O.N. ORDINANCE 85-WR PER H.C.C.P. # N-2006M AND C.O.N. ORDINANCE BR-1312 PER H.C.C.P. # N-37573 AND AMENDED BY C.O.N. ORDINANCE 100P-267.

PROPERTY SUBJECT TO RECORDED RESTRICTIONS, REGULATIONS, & ORDINANCES IF ANY.

ABSTRACT INFORMATION PROVIDED HEREON IS BELIEVED TO BE SUFFICIENT AND CORRECT BY THE UNDERSIGNED SURVEYOR.

TITLE SEARCH BY THE SURVEYOR FOR ENCUMBRANCES OR RECORDS IN REFLECTION ON THIS SURVEY ARE BASED ON THE RECORDED MAP, PLAT AND/OR DEEDS IN CONFORMANCE WITH TITLE INFORMATION OBTAINED FROM THE TITLE REPORT LISTED HEREON.

ALL BUILDING LINES, RECORDED EASEMENTS, UNRECORDED EASEMENTS, BUILDING RESTRICTIONS (DEED RESTRICTIONS, ETC.) AND ZONING ORDINANCES (INCLUDING CITY OF MONTGOMERY), IF ANY, THAT AFFECT SUBJECT PROPERTY SHOULD BE VERIFIED.

THIS SURVEY DOES NOT ADDRESS ANY EAVES, GUTTERS OR OTHER OVERHANGING STRUCTURE FEATURES, WHICH MAY PROJECT OVER BOUNDARY, EASEMENT AND/OR ON BUILDING LINES, UNLESS OTHERWISE SHOWN/HEREON.

REVISIONS	DATE	REASON	BY
	11-16-22	FINAL	IP

PROPERTY INFORMATION

LOT 15 BLOCK 4

FINAL PLAT TOWN CREEK CROSSING, SECTION 1

RECORDING INFO:
 CAB. Z, SHTS. 7645-7649, MAP RECORDS
 MONTGOMERY COUNTY, TEXAS

BORROWER:
 CYNTHIA WOMACK

TITLE CO.
 ALAMO TITLE COMPANY

G.F.# ATCH22123770 **G.F. DATE:** 10-02-22

SURVEYED FOR:
 K. HOVNANIAN OF HOUSTON, II, L.L.C.

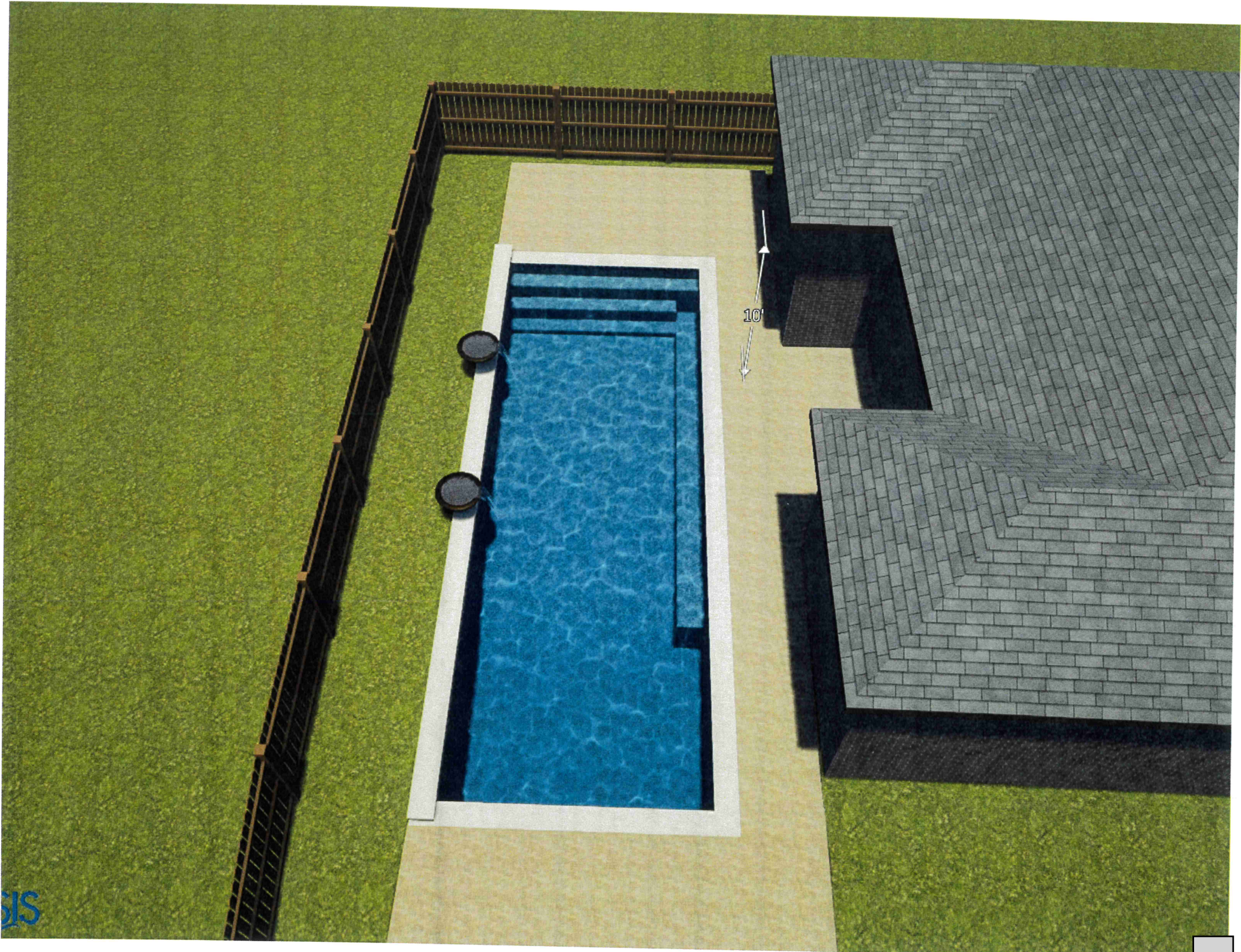
DRAWING INFORMATION

TRI-TECH JOB NO: BH2641-22
 CLIENT JOB NO: N/A
 DRAWN BY: MU
 BEARING BASE: REFERRED TO PLAT NORTH
 FIELD DATE: 07-21-22

FLOOD INFORMATION

F.I.R.M. NO: 48339C **PANEL:** 0200G
 REVISED DATE: 08-18-14 **ZONE:** "X"

FLOOD INFORMATION PROVIDED HEREON IS BASED ON SCALING THE LOCATION OF THE SUBJECT TRACT ON THE FLOOD INSURANCE RATE MAPS. THE INFORMATION SHOULD BE USED TO DETERMINE FLOOD INSURANCE RATES ONLY AND IS NOT INTENDED TO IDENTIFY SPECIFIC FLOODING CONDITIONS. WE ARE NOT RESPONSIBLE FOR THE F.I.R.M.'S ACCURACY. FLOOD INFORMATION IS SUBJECT TO LETTER OF MAP CHANGES

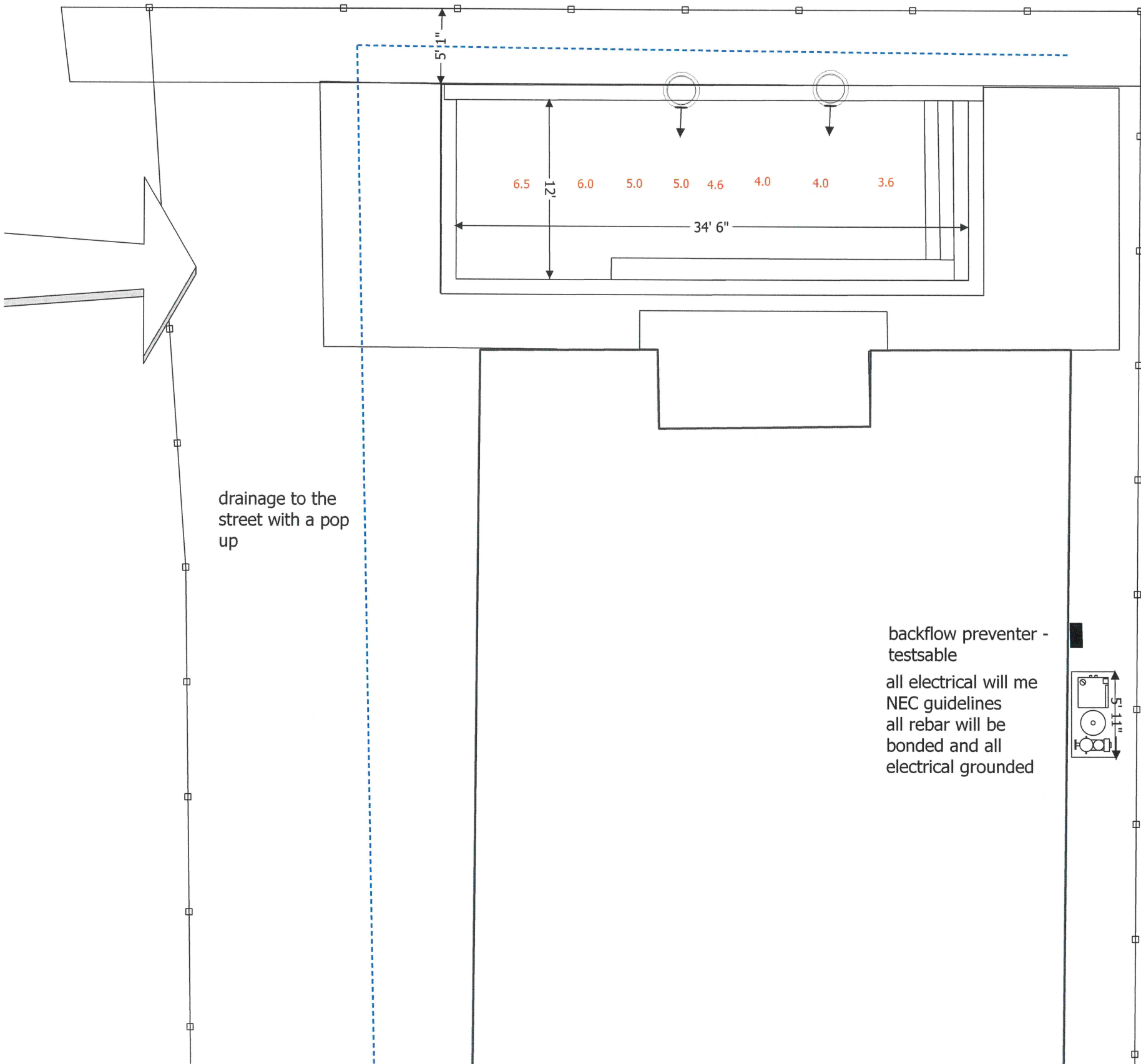


Cynthia Womack
128 Dina Lane
Montgomery, TX 77356
409-351-2176



16340 FM 2920
Tomball, TX 77377
281-357-8161

SIMPLICITY SERIES



- 2.0" schedule 40 pvc
- electrical conduit - pool light
- electrical conduit - spa light
- 2.0" schedule 40 pvc returns
- autofill with testable backflow preventer
- electrical grounding

pool and spa to be heated with a NG 400,000 btu heater - heater to be located 5 ft from meter or any open window

all electrical will NEC guidelines
 all rebar will be bonded and all electrical grounded

backflow preventer - testsable
 all electrical will me NEC guidelines
 all rebar will be bonded and all electrical grounded

Pool
Pool: 421
Perimeter: 93
Depths: 3.6-6.5
Dimensions: 32-15
Elevation: -1 1/2

Pool Equipment
Pentair 3.0HP VS Intelliflo Pump
Pentair 420 Filter
Paralevel
Overflow
1 color led light
Pentair 400K BTU Heater NG
salt water
2 VGB compliant main drains
(5) Returns
Pentair Prowler 920

TITLE
4-7-23
ELECTRIC, PLUMBING,
EQUIPMENT



Photo taken from side yard looking toward back fence



Photo taken from back yard looking north



Photo taken from back yard looking south



Photo taken from back yard looking north



Water flows downhill
from right to left

Montgomery City Council
AGENDA REPORT

Meeting Date: April 25, 2023	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AMENDING ITS MUNICIPAL BUDGET FOR THE FISCAL YEAR 2022-2023; APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN EXHIBIT “A”; CONTAINING FINDINGS AND A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.

Recommendation

Motion to approve Budget Amendment No. 2 and adopt the Ordinance as presented.

Discussion

This proposed Budget Amendment is for the Capital Projects Fund. Exhibit “A” details the budget line-item changes and provides an explanation for each. The amendment reconciles the budget with project timelines and costs for capital improvement projects that have changed since last summer’s budget workshops. The net change of the amendment is an increase in the Capital Projects Fund of \$210,338.

This amendment does not draw down fund reserves and does not change the city’s financial position. The increased revenue is from two sources:

- \$48,000 deposit by Pulte Homes for lift station improvements.
- \$162,338 in GLO funding not spent in last fiscal year moves to the current fiscal year.

Approved By

Assistant City Administrator & Planning & Development Director	Dave McCorquodale	Date: 04/21/2023
City Administrator	Gary Palmer	Date: 04/21/2023

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AMENDING ITS MUNICIPAL BUDGET FOR THE FISCAL YEAR 2022-2023; APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN EXHIBIT A; CONTAINING FINDINGS AND A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the City of Montgomery, Texas Fiscal Year 2022-2023 Budget was adopted by Ordinance 2022-21 on September 13, 2022 and later amended by Ordinance 2023-07 on March 28, 2023; and

WHEREAS, the Mayor and the City Administrator of the City have submitted to the City Council certain proposed amendments to the municipal budget as permitted by law, which are set forth in and incorporated herein in the attached Exhibit “A;” and

WHEREAS, the City Council finds and determines that the change in the Budget for the stated municipal purpose is warranted and necessary, and that the amendment of the Budget to fund these lines items due to unforeseen situations and a matter of public necessity warranting action at this time;

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

SECTION 1. That such proposed municipal budget as amended is hereby approved and adopted as Budget Amendment No. 2 for the City of Montgomery for the fiscal year 2022-2023, as detailed in Exhibit “A.”

SECTION 2. That the amended municipal budget may be amended from time to time as provided by law for the purposes of authorizing emergency expenditures or for other municipal purposes; provided, however, no obligation shall be incurred, or any expenditure made except in conformity with the budget.

SECTION 3. It is hereby officially found and determined that the meeting at which this Ordinance was considered was open to the public as required and that the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 5. This Ordinance shall become effective immediately from the date of its adoption.

PASSED AND APPROVED this 25th day of April 2023.

Byron Sanford, Mayor

ATTEST:

Nici Browe, TMRC, City Secretary

APPROVED AS TO FORM:

Alan P. Petrov, City Attorney

Exhibit “A” – Ord. No. 2023-

FY 2022-2023 Budget Amendment No. 2

In March 2023, Staff and City Engineers reviewed the current Capital Projects Fund budget to compare with progress of current and future projects. The timing of construction and contractor payments across two fiscal years for several of the capital projects were different than projected during the budget process in summer 2022. Below are the needed budget amendments for the Capital Projects Fund and a written summary of each.

Capital Projects Fund Revenue: Increasing by \$210,338:

- GLO Proceeds: Increased both revenue and expenses by \$162,338 due to timing of pay estimates and draw requests between last fiscal year and this fiscal year.
- Pulte Homes Deposit: As you will recall, improvements being made to Lift Station #10 are being paid for by the developer. The developer deposited \$48,000 with the City in January 2023 for the engineering design of the lift station improvements. The amendment reflects this deposit.

Capital Projects Fund Revenue			
Account #	Account Name	Current Budget	Amendment No. 2
200-00-24104	GLO Proceeds	\$ 660,563	\$ 822,901
200-00-24112	Pulte Homes Deposit (for LS # 10)	\$ 0	\$ 48,000

Capital Projects Fund Expenses: Increasing by \$210,338:

- Engineering – Water Plant #3 Imp. TWDB: Engineering for TWDB moved into this fiscal year due to issues with closing out the project which led to additional work not expected.
- Clepper Sidewalks: Lower than projected engineering expenses coupled with all construction being completed and paid for last fiscal year.
- Lift Station #10 Improvements: developer funded (see revenue note above).
- College Street Drainage Repairs: This project was removed from the budget for both engineering and construction which resulted in a \$90,000 reduction to expenses. The reason for the change was to cover additional costs on other, higher priority, projects. The project will be reevaluated during the next budget cycle.
- Lone Star Parkway & Buffalo Springs Drive: The original budget set aside \$305,000 for engineering and construction of intersection improvements at Lone Star Parkway and Buffalo Springs Dr. The project was to be completed through an interlocal agreement between Montgomery County and the City. Due to the project coming in over budget, the county has decided to not proceed with the roundabout and instead proceed with the addition of turn lanes and a signalized intersection. The County is not requesting the City to enter into an interlocal agreement for the project and plans to fund the project themselves. Due to this change, \$305,000 was reduced from the expenses.
- LS #8 Force Main Repair: The engineering for this project came in significantly under budget with only \$605 of the \$25,000 budget being spent this fiscal year. (\$4,072.50 total between this and

last fiscal year). The construction cost also came in under budget and was mostly spent in last fiscal year. The actual amount spent in this fiscal year was \$21,360 of the \$75,000 budget. The project is complete and no additional expenses are anticipated.

- Downtown Master Drainage Study: Project was approved in June 2022 with the intent of using excess funds from the Clepper Street Sidewalk Project that was funded by the MEDC. The \$60,000 for this project is coming from the \$78,000 reduction of the sidewalk project budget.
- Lone Star Parkway Bridge Repair: The project is being completed by Montgomery County in partnership with the City through an interlocal agreement. The agreement commits the City to a \$100,000 participation in the project cost. The City’s share was expected to be requested last fiscal year but was not. The project is now scheduled to bid on April 26, 2023 and we expect the county to request the City’s share shortly after.
- GLO Projects: Increased both revenue and expenses by \$162,338 primarily due to timing of invoices and draw requests across fiscal years based on construction timing. As a reminder, city council has approved several change orders to increase or reduce expenses for these projects and these amounts are also reflected in the total amount.
- Flagship Blvd Storm Sewer: As discussed at the April 11th City Council meeting, the project was bid on March 30th and the prices came in over the original \$175,000 in the budget. Based on discussion at the meeting and the above changes to the budget, we recommend increasing the construction budget from \$175,000 to \$589,908 to complete the full scope of the project in lieu of rebidding a smaller portion of the project and completing the other portions in a future fiscal year.

Capital Projects Fund Expenses			
Account #	Account Name	Current Budget	Amendment No. 2
200-20-26102	Engineering – Water Plant #3 Imp. TWDB	\$ 0	\$ 10,000
200-20-26122	Engineering – Clepper Sidewalks	\$ 10,000	\$ 8,127
200-20-26129	Engineering – Lift Station #10 Improvements	\$ 0	\$ 48,000
200-20-26133	Engineering – College St. Drainage Repairs	\$ 15,000	\$ 0
200-20-26134	Engineering – LS Pkwy & Buffalo Springs Dr.	\$ 40,000	\$ 0
200-20-26136	Engineering – LS #8 Force Main Repair	\$ 25,000	\$ 605
200-20-26134	Downtown Sanitary Sewer Rehabilitation	\$ 153,000	\$ 115,000
200-20-26320	LS #8 Force Main Repair (construction)	\$ 75,000	\$ 21,360
200-20-26401	Water Plant No. 3 Generator Addition (GLO)	\$ 368,469	\$ 387,778
200-20-26509	Downtown Master Drainage Study	\$ 0	\$ 60,000
200-20-26510	Clepper Sidewalks (construction)	\$ 78,000	\$ 0
200-20-26511	LS Pkwy & Buffalo Springs Dr. (construction)	\$ 265,000	\$ 0
200-20-26513	LS Pkwy Bridge Repair	\$ 0	\$ 100,000
200-20-26707	Capital Outlay – Baja/MLK GLO project	\$ 180,650	\$ 329,679
200-20-26715	Capital Outlay – Flagship Blvd Storm Sewer	\$ 175,000	\$ 589,908
200-20-26715	Capital Outlay – College St. Drainage Repairs	\$ 75,000	\$ 0

Meeting Date: April 25, 2023	Budgeted Amount: \$175,000
Department: Public Works	Prepared By: Mike Muckleroy

Subject

Consideration and possible action regarding the bid results for the “Flagship Boulevard Storm Sewer and Pavement Replacement” project.

Recommendation

Authorize the City Administrator to execute a contract with Civil & Environmental Engineering Service, LLC. in the amount of \$573,043.50

Discussion

This item was tabled at the April 11, 2023, meeting at the request of staff. After reviewing the Capital Projects Fund and making recommendations for a budget amendment we are asking to award the contract to the lowest bidder. The City Engineer has attached a memo and is available for questions.

Approved By

Public Works Director	Mike Muckleroy	Date: 04/21/2023
City Administrator	Gary Palmer	Date: 04/21/2023



April 20, 2023

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

Re: Flagship Blvd. Storm Sewer and Pavement Replacement
City of Montgomery
TIN No. 74-2063592

Dear Mayor and Council,

We received bids for the referenced project for the City of Montgomery at the City Hall on March 30, 2023, at 9:00 am. Bids were publicly opened and read at that time. Seven (7) bid proposals were received. For your convenience, a summary of the bid tabulation is enclosed. Civil & Environmental Engineering Service, LLC submitted the lowest base bid proposal in the amount of \$573,043.50 and 75 calendar days.

We have not worked with Civil & Environmental Engineering Services, LLC in the past. We have received and checked references for both the low bidder and 2nd low bidder and received mixed recommendations for both. Due to the receipt of similar references we recommend the referenced project be awarded to Civil & Environmental Engineering Services, LLC based on their base bid amount of \$573,043.50 and 75 calendar days.

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

Sincerely,

Chris Roznovsky, PE
Engineer for the City

CVR/jmr

Z:\00574 (City of Montgomery)\010 Flagship Storm Sewer Rehab\Docs\CA\2. Bids and Bid Tab\ROA - City of Montgomery.docx

Enclosure: Bid Tabulation Summary

cc (via email): Mr. Gary Palmer – City of Montgomery, City Administrator
Ms. Nici Browe – City of Montgomery, City Secretary
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney
Mr. Oscar Carmona – Civil & Environmental Engineering Services, LLC, Contractor



Bid Opener Name: _____

Signature: _____

BID SUMMARY

FLAGSHIP BLVD. STORM SEWER AND PAVEMENT REPLACEMENT

FOR

CITY OF MONTGOMERY

PROJECT NO.: 00574-010-00

DATE: 03/30/2023 @ 9:00 AM

	Bidder	Total Base Bid	Bid Form Signature Page	Bid Security	1295 Form	Addendum No. 1
1	Civil & Environmental Engineering Services, LLC	\$573,043.50	Yes	Yes	Yes	Yes
2	Texas Chile, Inc.	\$584,728.00	Yes	Yes	No	Yes
3	DVL Enterprises, LLC	\$602,046.00	Yes	Yes	Yes	Yes
4	Teamwork Construction Services, Inc.	\$629,087.00	Yes	Yes	No	Yes
5	Triple B Services, LLP	\$740,697.00	Yes	Yes	Yes	Yes
6	Cooley Construction, LLC	\$794,144.00	Yes	Yes	Yes	No
7	Texas Materials Group Inc. dba Gulf Coast a CRH Company	\$802,330.50	Yes	Yes	Yes	Yes
8						
9						
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20						

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



CITY OF MONTGOMERY, TEXAS

Sales and Use Tax Allocation Report

April 2023

Sales Taxpayer Information through April

A review of the monthly reports provided by the Comptroller of Public Accounts reflects **5,621** active taxpayer accounts coded to the City of Montgomery. Many of the accounts are either E-Commerce related or are coded as active but have not made a sale yet, and therefore are not reflected in the monthly report(s).

Total Sales Tax Payers by Month

YEAR	MONTH	SALES TAX FILERS
2022	April	2,147
2022	May	2,365
2022	June	2,154
2022	July	2,195
2022	August	2,385
2022	September	2,213
2022	October	2,341
2022	November	2,355
2022	December	2,246
2023	January	2,398
2023	February	2,478
2023	March	2,333
2023	April	2,297

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

Average number of taxpayers filing each month: 2,301
7% increase in taxpayers over **April 2022**

Sales Tax Allocations through April 2023

Reviewing the past twelve month reporting period, the City of Montgomery sales tax receipts were derived from an average of **2,301** taxpayers filing local tax returns each month with **February 2023** reflecting the highest taxpayer count of **2,478**.

Top 25 Sales Tax Filers - Twelve Months Combined

No.	Permit Name	NAICS
1	MCCOY'S BUILDING SUPPLY CENTER #113	444190
2	KROGER # 142	445110
3	CHICK-FIL-A AT 105 & LONESTAR PKWY. FSR	722513
4	ENTERGY TEXAS INC.	221122
5	PIZZA SHACK	722511
6	BROOKSHIRE BROTHERS #73	445110
7	GOOGLE LLC	518210
8	AMAZON.COM SERVICES INC (MARKETPLACE)	454110
9	JIM'S HARDWARE INC.	444130
10	MCDONALD'S 25405	722513
11	PET SUPPLIES PLUS #4134	453910
12	CHEWY INC.	453910
13	O'REILLY AUTO PARTS #1838	441310
14	K. HOVNANIAN OF HOUSTON II L.L.C.	236115
15	RISE COLLECTIVE LLC	236220
16	AT&T #R1AS	517312
17	AMAZON.COM SERVICES LLC	454110
18	STARBUCKS COFFEE #62996	722515
19	EXPRESSWAY	447110
20	BFI WASTE SERVICES OF TEXAS LP	562111
21	MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION	221122
22	RANSOM'S	722410
23	PANDA EXPRESS #3466	722513
24	CIRCLE K #2742316	447110
25	AUTOZONE #6044	441310

Top 25 Sales Tax Filers - April 2023

No.	Permit Name	NAICS
1	MCCOY'S BUILDING SUPPLY CENTER #113	444190
2	CHICK-FIL-A AT 105 & LONESTAR PKWY. FSR	722513
3	GOOGLE LLC	518210
4	PIZZA SHACK	722511
5	JIM'S HARDWARE INC.	444130
6	RANSOM'S	722410
7	PET SUPPLIES PLUS #4134	453910
8	IDAHO PACIFIC LUMBER COMPANY INC.	423310
9	MCDONALD'S 25405	722513
10	CHEWY INC.	453910
11	AMAZON.COM SERVICES INC (MARKETPLACE)	454110
12	O'REILLY AUTO PARTS #1838	441310
13	BFI WASTE SERVICES OF TEXAS LP	562111
14	STARBUCKS COFFEE #62996	722515
15	CISCO SYSTEMS INC.	334220
16	JKG LEIGH	811111
17	EXPRESSWAY	447110
18	NORMAC KITCHENS INC.	238352
19	AT&T #R1AS	517312
20	CIRCLE K #2742316	447110
21	PANDA EXPRESS #3466	722513
22	A & A PLANTS AND PRODUCE INC.	111219
23	AMAZON.COM SERVICES LLC	454110
24	FUBO TV MEDIA INC	515210
25	STRICKSCAPES INC.	453998

Utilizing data provided by the Texas Comptroller of Public Accounts, this list reflects the top 25 businesses remitting the highest local tax filings within the District and represents **45%** of the total combined sales tax refunds for **April**.

Within City's most recent sales tax allocation, **60** businesses filed local taxes in excess of **\$1,000.00**. Taxpayer with returns over \$1,000.00 reflects **63%** of the total monthly allocation.

April 2023 | March 2023 Top 25 Taxpayer Comparison

April 2023

Non-Quarterly Filer Month

1	MCCOY'S BUILDING SUPPLY CENTER #113
2	CHICK-FIL-A AT 105 & LONESTAR PKWY. FSR
3	GOOGLE LLC
4	PIZZA SHACK
5	JIM'S HARDWARE INC.
6	RANSOM'S
7	PET SUPPLIES PLUS #4134
8	IDAHO PACIFIC LUMBER COMPANY INC.
9	MCDONALD'S 25405
10	CHEWY INC.
11	AMAZON.COM SERVICES INC (MARKETPLACE)
12	O'REILLY AUTO PARTS #1838
13	BFI WASTE SERVICES OF TEXAS LP
14	STARBUCKS COFFEE #62996
15	CISCO SYSTEMS INC.
16	JKG LEIGH
17	EXPRESSWAY
18	NORMAC KITCHENS INC.
19	AT&T #R1AS
20	CIRCLE K #2742316
21	PANDA EXPRESS #3466
22	A & A PLANTS AND PRODUCE INC.
23	AMAZON.COM SERVICES LLC
24	FUBO TV MEDIA INC
25	STRICKSCAPES INC.

March 2022

Non-Quarterly Filer Month

1	MCCOY'S BUILDING SUPPLY CENTER #113
2	CATERPILLAR FINANCIAL SERVICES CORPORATION
3	CHICK-FIL-A AT 105 & LONESTAR PKWY. FSR
4	RISE COLLECTIVE LLC
5	GOOGLE LLC
6	PIZZA SHACK
7	KROGER # 142
8	WAYFAIR LLC
9	IDAHO PACIFIC LUMBER COMPANY INC.
10	MCDONALD'S 25405
11	NORMAC KITCHENS INC.
12	PET SUPPLIES PLUS #4134
13	JIM'S HARDWARE INC.
14	CHEWY INC.
15	AMAZON.COM SERVICES INC (MARKETPLACE)
16	O'REILLY AUTO PARTS #1838
17	AT&T #R1AS
18	STARBUCKS COFFEE #62996
19	MOD PIZZA
20	EXPRESSWAY
21	SUPERIOR TANK CO. INC.
22	BUILDER SALES LLC
23	PANDA EXPRESS #3466
24	CIRCLE K #2742316
25	MID-CON CONTRACTORS INC.

April 2023 | 2022 Comparison

Receipts of Sales Tax Were as Follows:	April 2023	April 2022
	\$291,741.42	\$278,593.13

5% Increase

Total Sales Tax Allocations Received:	2023 FYTD	2023 Budget	% of Budget
	\$2,692,043.45	\$4,866,616	55%

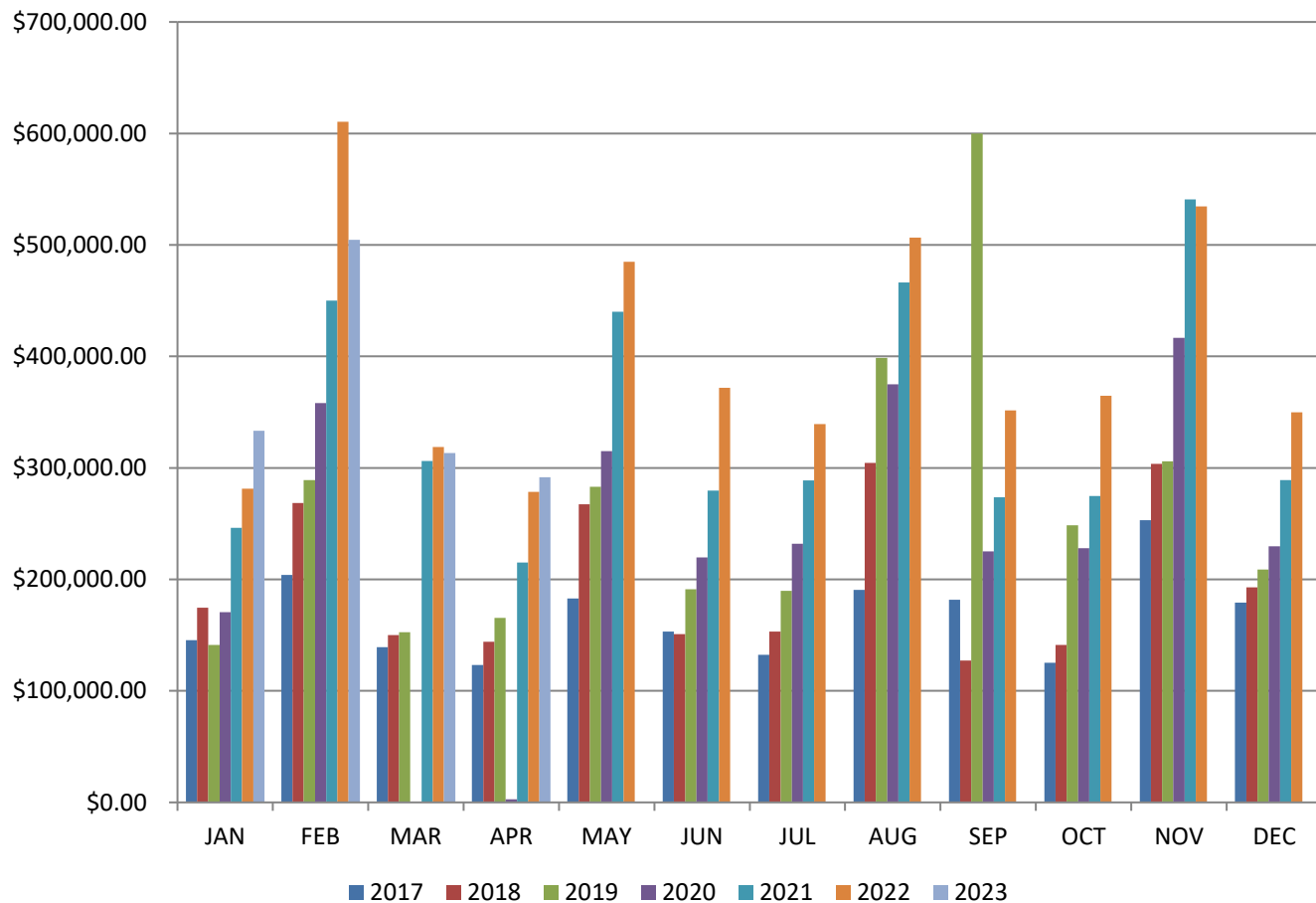
Fiscal Year Date Range: October-September

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

Total Allocations, 1995-Present
\$43,289,629.74

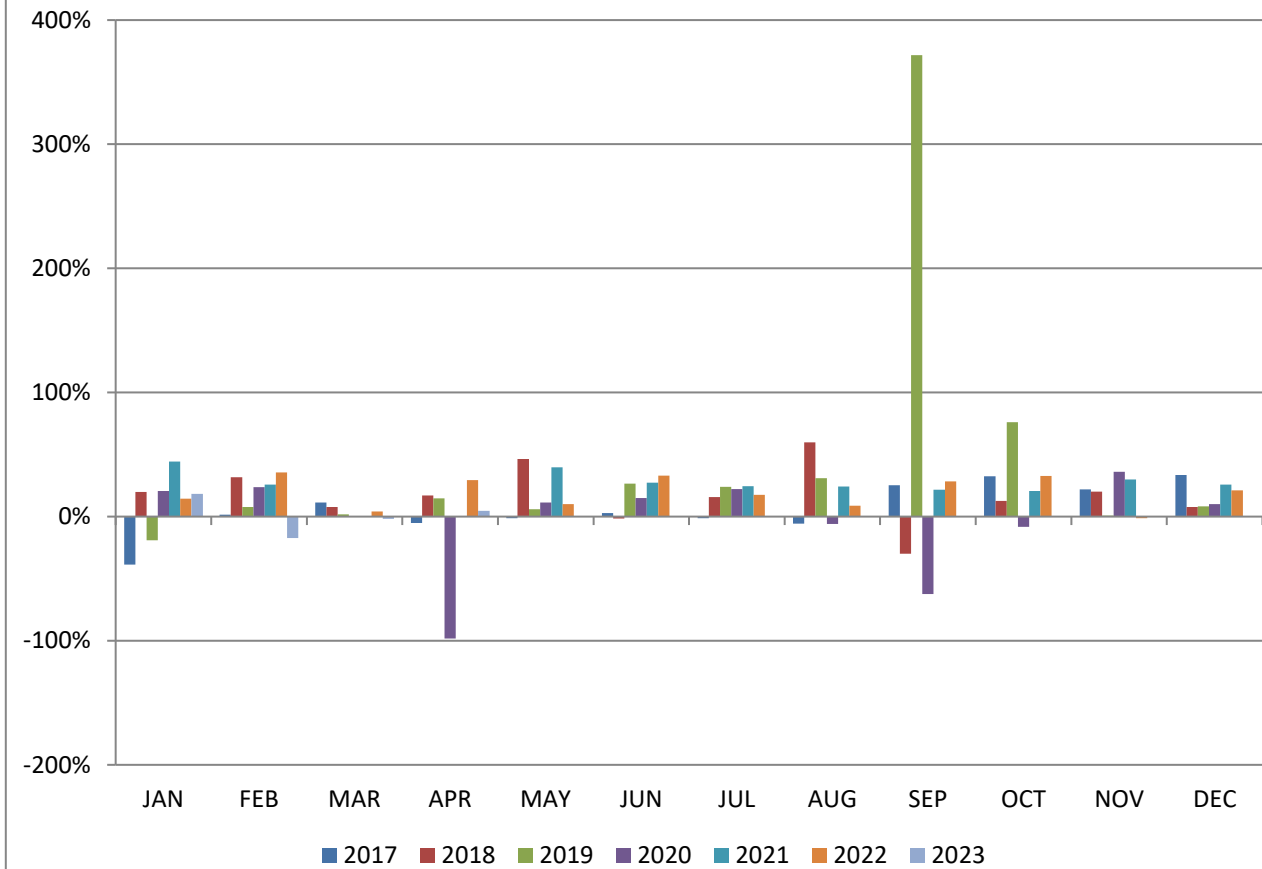
Calendar Year 2023 Sales Tax Averages	Calendar Year 2022 Sales Tax Averages
Total: \$1,442,860.23	Total: \$4,792,612.52
Mean Allocation: \$360,715.06	Mean Allocation: \$399,384.38
Median Allocation: \$323,301.39	Median Allocation: \$358,123.81

Monthly Allocations

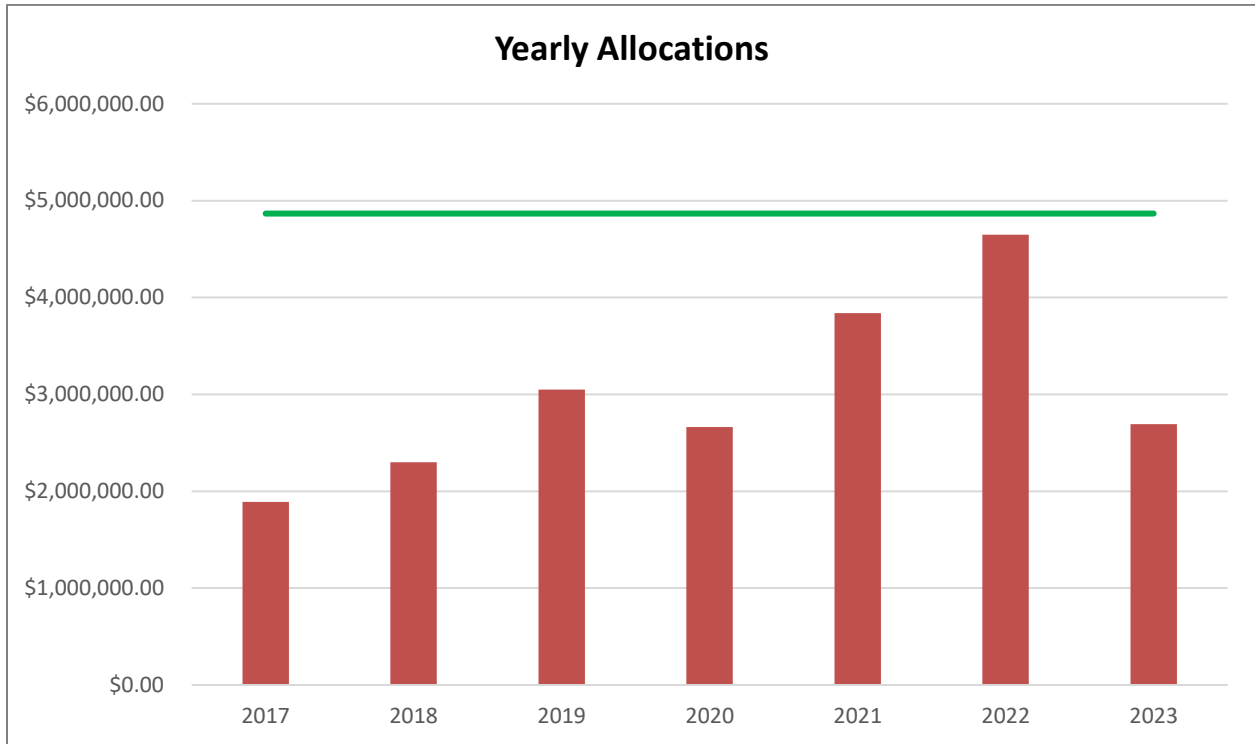


	2017	2018	2019	2020	2021	2022	2023
JAN	\$145,488.55	\$174,487.10	\$141,238.00	\$170,531.07	\$246,166.57	\$281,476.57	\$333,333.42
FEB	\$204,006.24	\$268,635.98	\$289,215.49	\$358,073.66	\$450,079.02	\$610,440.11	\$504,516.03
MAR	\$139,225.65	\$149,964.30	\$152,607.97	\$0.00	\$306,201.64	\$318,775.25	\$313,269.36
APR	\$123,234.01	\$144,205.61	\$165,516.81	\$2,724.55	\$215,206.50	\$278,593.13	\$291,741.42
MAY	\$182,757.15	\$267,397.74	\$283,049.52	\$315,099.96	\$440,192.71	\$484,876.92	
JUN	\$153,336.53	\$151,071.81	\$191,260.13	\$219,615.98	\$279,583.10	\$371,794.81	
JUL	\$132,394.32	\$153,156.83	\$189,741.79	\$231,928.50	\$288,879.49	\$339,253.53	
AUG	\$190,648.43	\$304,422.57	\$398,641.13	\$375,019.12	\$466,305.61	\$506,663.87	
SEP	\$181,625.33	\$127,165.52	\$599,991.27	\$225,114.39	\$273,783.75	\$351,555.11	
OCT	\$125,361.52	\$141,162.59	\$248,593.82	\$227,917.54	\$274,762.64	\$364,692.50	
NOV	\$253,111.48	\$303,708.43	\$305,939.66	\$416,557.44	\$540,960.11	\$534,536.86	
DEC	\$179,308.88	\$192,957.46	\$208,806.76	\$229,773.80	\$288,957.75	\$349,953.86	

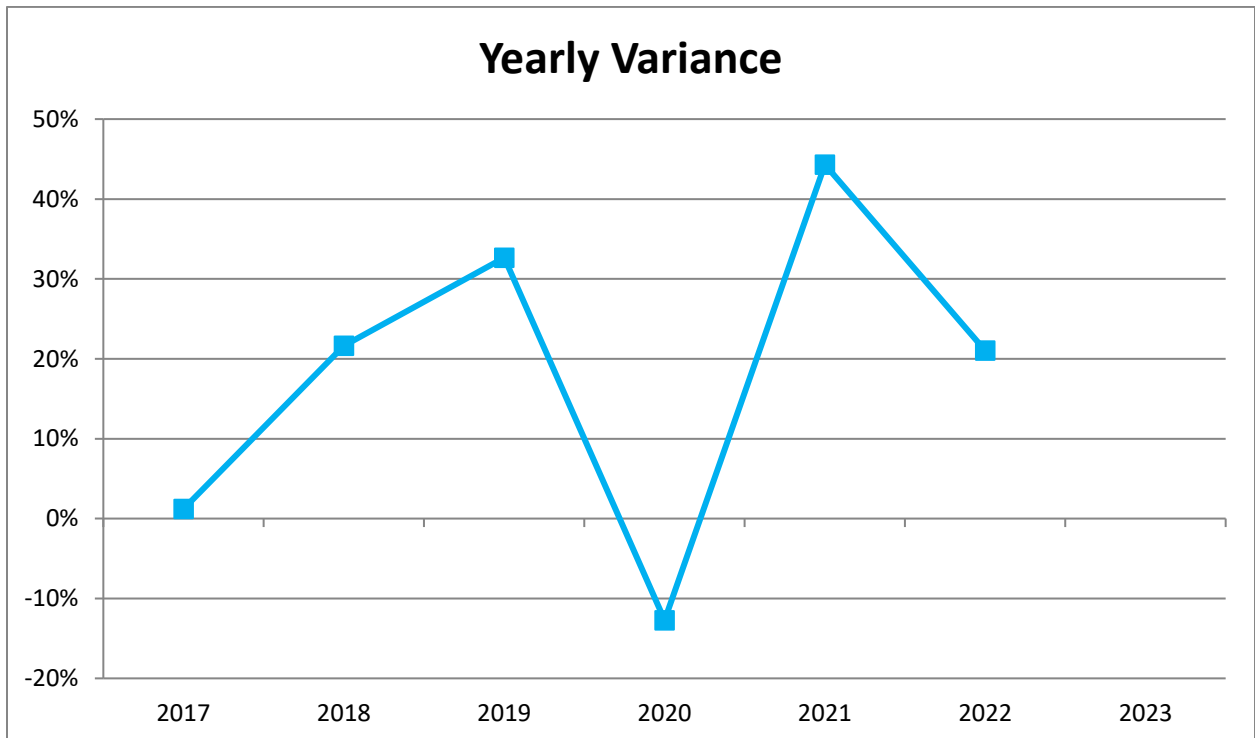
Previous Year by Month Variance

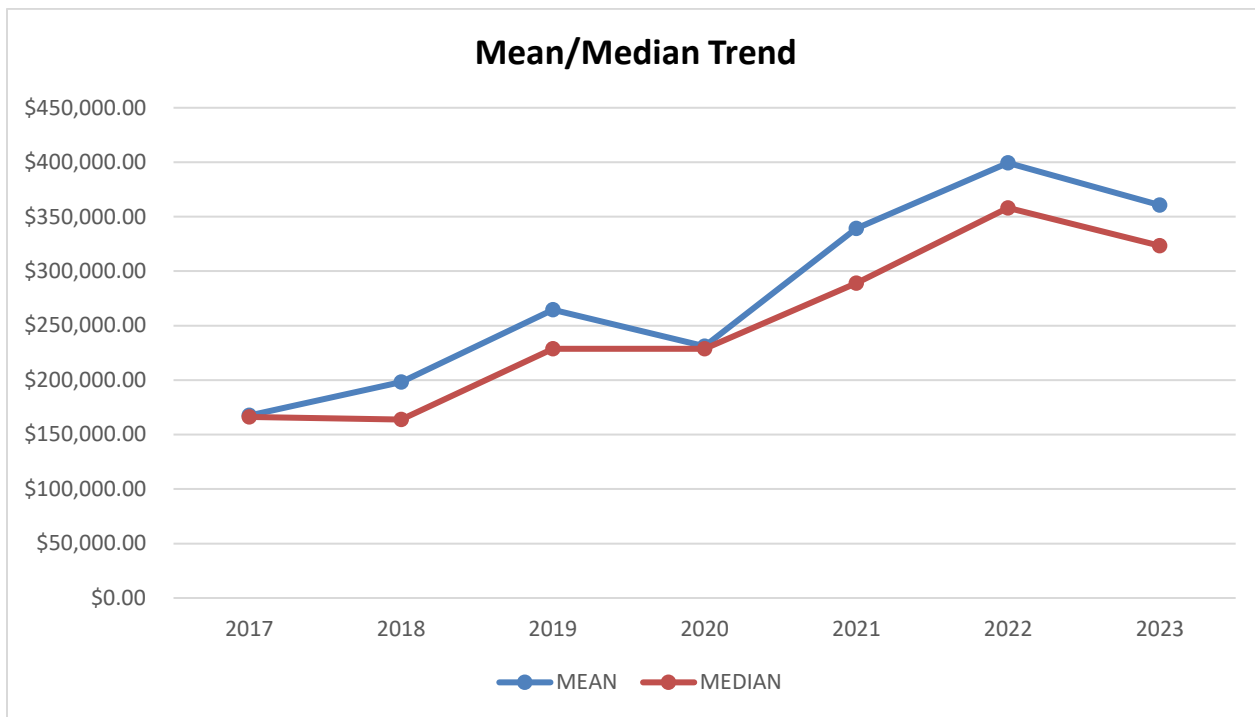


	2017	2018	2019	2020	2021	2022	2023
JAN	-39%	20%	-19%	21%	44%	14%	18%
FEB	2%	32%	8%	24%	26%	36%	-17%
MAR	11%	8%	2%	N/A	N/A	4%	-2%
APR	-5%	17%	15%	-98%	N/A	29%	5%
MAY	-1%	46%	6%	11%	40%	10%	
JUN	3%	-1%	27%	15%	27%	33%	
JUL	-1%	16%	24%	22%	25%	17%	
AUG	-6%	60%	31%	-6%	24%	9%	
SEP	25%	-30%	372%	-62%	22%	28%	
OCT	32%	13%	76%	-8%	21%	33%	
NOV	22%	20%	1%	36%	30%	-1%	
DEC	34%	8%	8%	10%	26%	21%	

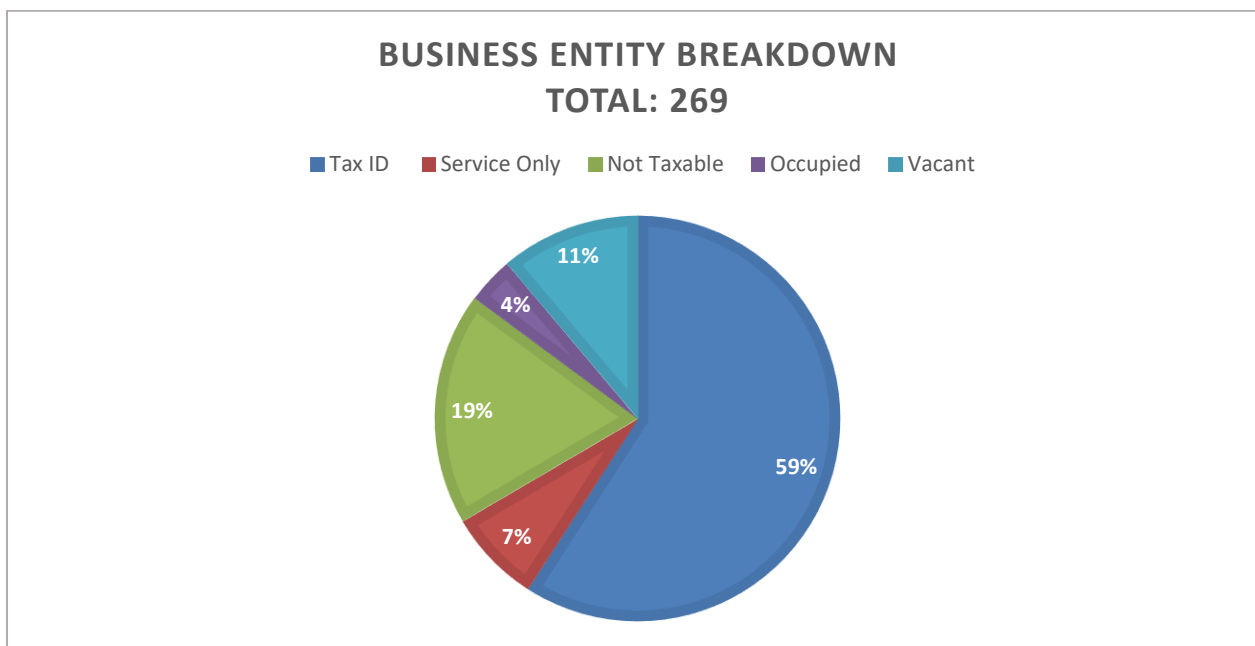


FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
\$1,889,285.60	\$2,298,289.34	\$3,049,090.59	\$2,661,447.47	\$3,840,647.17	\$4,648,109.80	\$2,692,043.45
1%	22%	33%	-13%	44%	21%	





	2017	2018	2019	2020	2021	2022	2023
Mean	\$167,541.51	\$198,194.66	\$264,550.20	\$231,029.67	\$339,256.57	\$399,384.38	\$383,706.27
Median	\$166,322.71	\$163,821.97	\$228,700.29	\$228,845.67	\$288,918.62	\$358,123.81	\$333,333.42



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

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

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

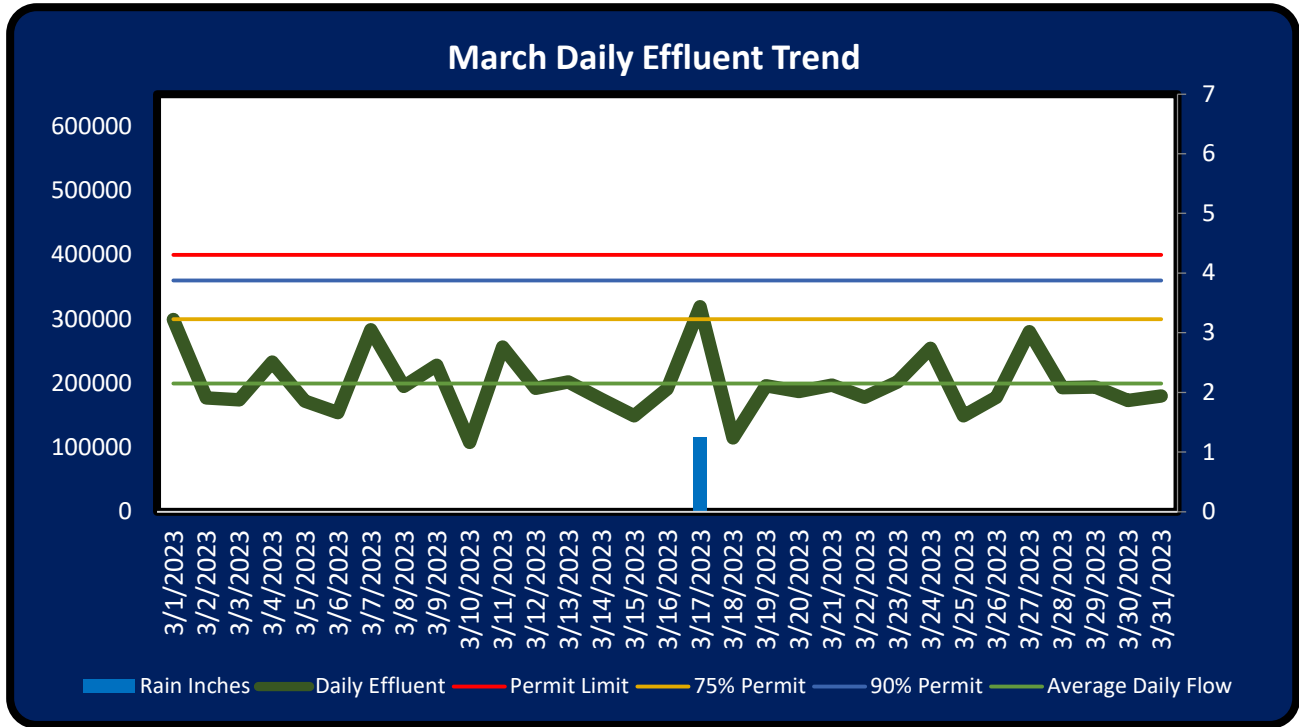


City of Montgomery
Operations Report
March 2023
03/01/23 – 03/31/23

District Alerts**03/26/2023 – Lift Pump Failure, Lift Station 2**

Operator responded to an auto dialer call reported pump failure. Upon arrival operator found lift pump 2 had tripped, facility equipment was reset and failure continued. Maintenance was called to de-rag pump, facility equipment was reset and no further issues reported.

Wastewater Plant Flow Detail



- Flow for the month of March was 6,183,000 gallons
- Daily peak flow was March 17, 2023 was 319,000 gallons
- Average Daily Flow 199,500 gallons
 - 3-month average flow 216,367 gallons
 - 50% of permitted capacity


Discharge Limitations

- Daily Average Flow 400,000 gallons (0.4 MGD)
- 2-Hour Peak Flow 833 gpm
- CBOD daily average 10 mg/l
- Total Suspended Solids (TSS) 15 mg/l
- Ammonium Nitrogen (NH3) 2 mg/l
- Chlorine Residual >1.0 mg/l < 4.0 mg/l
- The current permit expires 05/10/2027

Effluent

TSS, DO, E.Coli, NH3N, PH sample results were all comfortable within the parameters set by the State of Texas.

Buffalo Springs WWTP Effluent Monitoring Report

Effluent Permitted Values	Parameter		Measured	Excursion
Average Monthly CBOD	10	mg/l	7.00	no
Average Monthly T.S.S.	15	mg/l	3.20	no
Average Monthly NH3	2	mg/l	0.52	no
Minimal CL2 Residual	1	mg/l	1.51	no
Max CL2 Residual	4	mg/l	3.91	no
Rainfall for the Month		1.25	inches	

There were no excursions for the month of March.

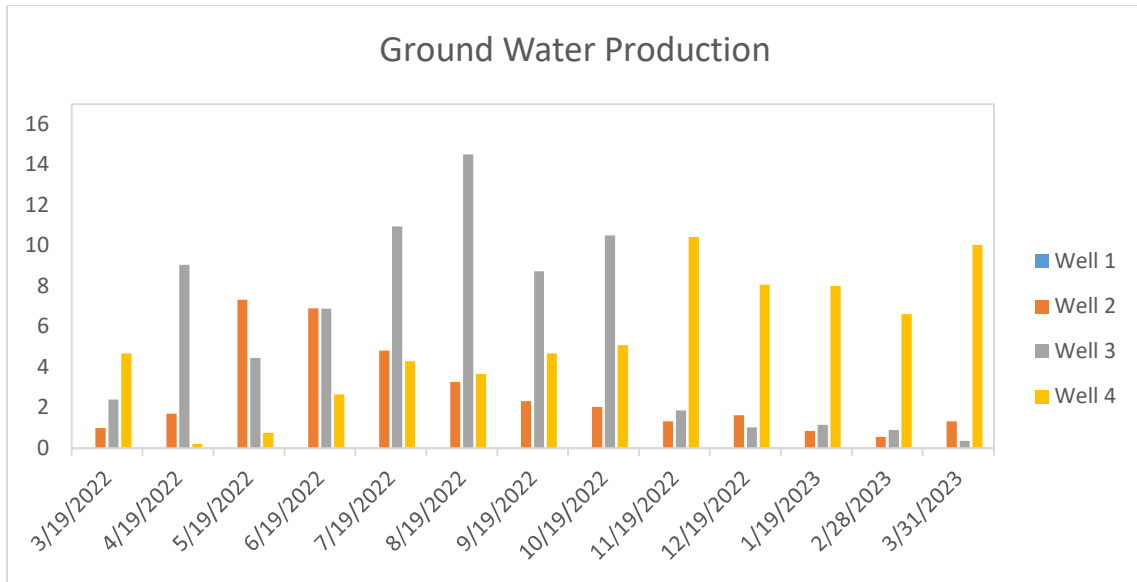
Water Report:

03/01/2023-03/31/2023

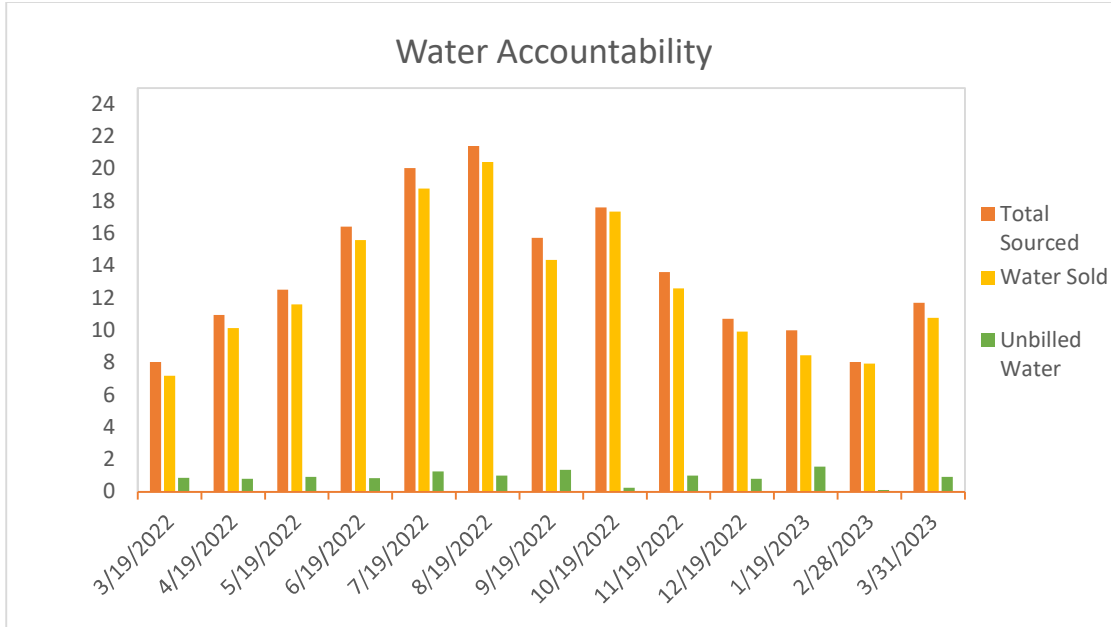
2022							
Well Name	Recorded Flow MGD	% of Total	Rating MGD/Day	YTD Pumpage MGD	YTD %	Permitted Value	Remaining Permit %
Well 2	1.318	11.27%	0.864	7.097	25.47%	92.930	90.67%
Well 3	0.354	3.03%	0.864	1.569	5.63%		
Well 4	10.021	85.70%	2.160	21.534	77.30%	90.000	76.07%
Total	11.693	100.00%	3.888	27.859	108%	182.930	
Flushing	0.078						
Subtotal	11.615						
Sold	10.771						
% Accounted	93%						

Accountability	
Total Water Sourced	11.693
Flushing	0.078
Subtotal	11.615
Sold	10.771
Accountability %	93%

CONNECTIONS	
School	12
Commercial Inside	174
Commercial Outside	2
Residential Inside	935
Residential Outside	30
Church	14
City	19
Hydrant	6
Multifamily	14
n/a	3
Total	1,209



Date	Total	Well_1	Well_2	Well_3	Well_4
AVG	13.593	0.000	2.688	5.592	5.313
3/19/2022	8.036	0.000	0.977	2.394	4.665
4/19/2022	10.938	0.000	1.699	9.048	0.191
5/19/2022	12.517	0.000	7.318	4.445	0.754
6/19/2022	16.410	0.000	6.894	6.876	2.640
7/19/2022	20.039	0.000	4.814	10.944	4.281
8/19/2022	21.419	0.000	3.265	14.505	3.649
9/19/2022	15.715	0.000	2.306	8.734	4.675
10/19/2022	17.598	0.000	2.024	10.497	5.077
11/19/2022	13.600	0.000	1.318	1.861	10.421
12/19/2022	10.712	0.000	1.623	1.018	8.071
1/19/2023	9.993	0.000	0.843	1.140	8.010
2/28/2023	8.041	0.000	0.546	0.886	6.609
3/31/2023	11.693	0.000	1.318	0.354	10.021
Total	176.711	0.000	34.945	72.702	69.064



Date	Accountability	Unaccounted	Total Sourced	Water Sold	Flushing/Leaks	Unbilled Water
3/19/2022	96%	0.327	8.036	7.184	0.525	0.852
4/19/2022	96%	0.447	10.938	10.140	0.351	0.798
5/19/2022	98%	0.202	12.517	11.603	0.712	0.914
6/19/2022	96%	0.594	16.410	15.579	0.237	0.831
7/19/2022	96%	0.774	20.039	18.777	0.488	1.262
8/19/2022	97%	0.706	21.419	20.422	0.291	0.997
9/19/2022	93%	1.058	15.715	14.364	0.293	1.351
10/19/2022	100%	-0.023	17.598	17.352	0.269	0.246
11/19/2022	95%	0.717	13.600	12.594	0.289	1.006
12/19/2022	96%	0.384	10.712	9.917	0.411	0.795
1/19/2023	88%	1.182	9.993	8.440	0.371	1.553
2/28/2023	103%	-0.214	8.041	7.927	0.328	0.114
3/31/2023	93%	0.845	11.693	10.771	0.078	0.923

UTILITY/GENERAL FUND REPORT – JANUARY 2022

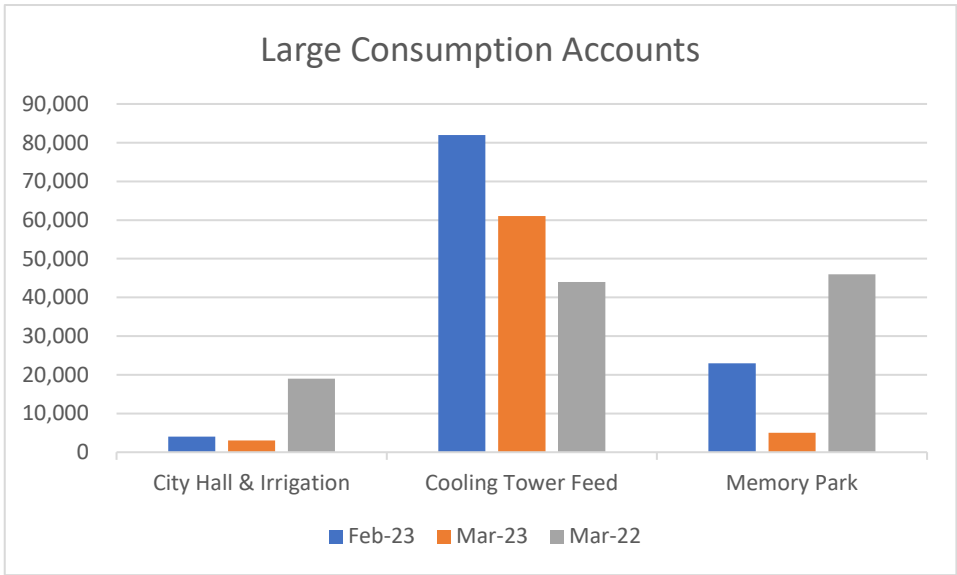
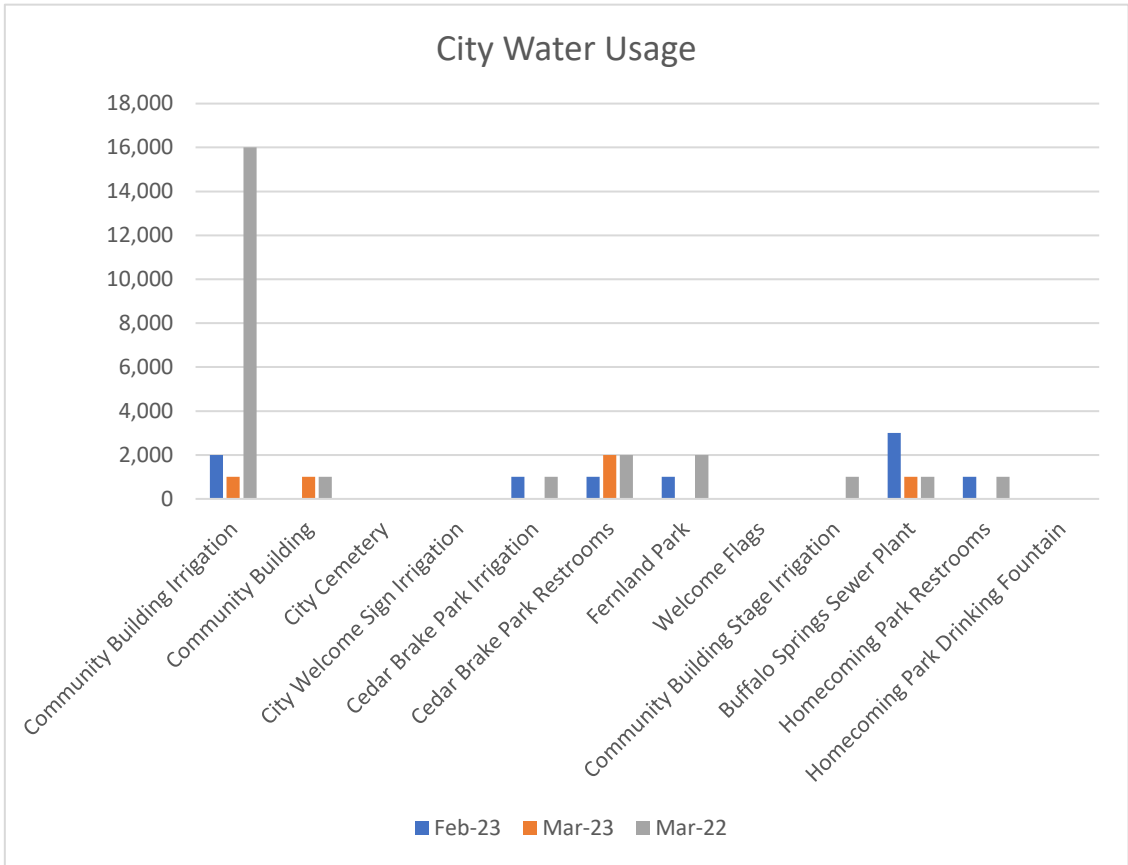
TOTAL REVENUE	
Utilities	\$164,015.61
Permits	\$1,210.00
Miscellaneous	\$4,454.68
Quilt Walk	\$300.00
Monthly Total:	\$169,980.29

ARREARS			
	60 Days	90 Days	120+ Days
Number of Accounts	10	6	16
Amount	\$687.71	\$839.35	\$2,613.28
GRAND TOTAL:			\$4,140.34

PERMITS	
Type	Permit Total
Building-Residential	8
Plumbing	5
Irrigation	10
Generator	1
Building-Commercial	5
Solar	5
Pool	0
Sign	1
Mechanical	3
Electrical	13
TOTAL	51

UTILITIES	
New Water Accts.	22
Disconnected Water Accts.	17
Total Number of Active Accts.	1068

CITY ACCOUNT WATER USAGE				
ACCOUNT NAME	ACCT #	Feb-23	Mar-23	Mar-22
Community Building Irrigation	(01-8732-00)	2,000	1,000	16,000
Community Building	(01-0130-00)	0	1,000	1,000
City Cemetery	(01-1110-00)	0	0	0
City Welcome Sign Irrigation	(01-8733-00)	0	0	0
Cedar Brake Park Irrigation	(01-8736-00)	1,000	0	1,000
Cedar Brake Park Restrooms	(01-8735-00)	1,000	2,000	2,000
Ferland Park	(01-8737-00)	1,000	0	2,000
Welcome Flags	(01-8734-00)	0	0	0
Community Building Stage Irrigation	(01-6180-00)	0	0	1,000
Buffalo Springs Sewer Plant	(01-8821-00)	3,000	1,000	1,000
Homecoming Park Restrooms	(01-8820-00)	1,000	0	1,000
Homecoming Park Drinking Fountain	(01-8738-00)	0	0	0
City Hall & Irrigation	(01-6190-00)	4,000	3,000	19,000
Cooling Tower Feed	(01-0355-00)	82,000	61,000	44,000
Memory Park	(01-5885-00)	23,000	5,000	46,000





101 OLD PLANTERSVILLE ROAD, MONTGOMERY, TEXAS 77316

Telephone: (936) 597-6434

Public Works Department

Monthly Report for March 2023

Water

- Completed monthly cutoff list for nonpayment.
- Completed monthly leak notification door hangers.
- Completed monthly meter verification list.
- Completed monthly check of idle meter list for consumption. No issues were found.
- Activated/deactivated 8 water accounts.
- Completed 13 work orders for endpoint maintenance issues.
- Completed 4 work orders for water leaks.
- Completed 10 work orders for miscellaneous water issues.
- Completed 4 work orders for water taps.
- Assisted homeowners at 389 Berkley Dr, 254 Brocks Lane determine source of leak.
- Assisted homeowners at 246 and 250 Peninsula Point Drive with high water pressure.
- Repaired main water line near 208 N. Waterstone and 20600 Eva.
- Assisted business owner with low water pressure source at 14075 Liberty and 9551 Lone Star Parkway.

Wastewater

- Completed 3 work orders for sewer taps.
- Replaced manhole lid and 24" ring at Pond and FM149 (Liberty).
- Flail mowed area in preparation for barb wire fence at WWTP#1.
- Installed barbed wire fence at WWTP#1.

Streets/Drainage/ROW

- Completed 2 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.
- Cut up and hauled off dead trees at McCown @ JA Butler.
- Removed large fallen limb at 506 Houston Street.
- Installed thermoplastic stop bar at Pond @ College.
- Pressure washed and painted yellow the median ends including 5' on each side on Emma's Way @ Hwy 105 (Eva Street).
- Repair potholes in intersection of Buffalo Springs @ CB Stewart.



- Installed flagpole holders with flags Downtown.
- Replaced stop sign pole at McGinnis & MLK.
- Replaced Buffalo Crossing street sign to Buffalo Springs at Eva.
- Removed and replaced rip rap at MLK.

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 8 work orders for general-City Hall maintenance.
- Completed rodent control prevention at all facilities.
- Rinsed the coils on all AC condensers at Community Center, Fernland Park, WWTP#2, WP#2, and WP#3.
- Repaired City Hall Conference Room can light.
- Replaced tire on Bobcat Trailer.
- Removed lights, toolboxes, decals, and equipment from PW-1301 (trade in vehicle).
- Repaired brush hog (PW9901).
- Replaced serpentine and AC belts on PW-1501.
- Caulked around urinal in Men's restroom at City Hall.
- Replaced lightbulbs in the courtroom.
- Repaired faucet in front ladies' restroom at City Hall.
- Replaced motion switch in Women's restroom.
- Replaced lightbulbs in men's and women's restrooms.
- Reset toilet at 213 Prairie.
- Turned on all irrigation systems.
- Replaced batteries in both keypads at WWTP#2.
- Met with Adjuster for 213 Prairie water damage repairs.

Parks/Recreation

- Posted all park reservation notices.
- Completed 38 work orders for maintenance-parks issues.
- M/W/F cleaning of all restrooms and grounds.
- Fernland docents reported 981 visitors and provided 63 tours for the month.
- Removed Flags for Flag Day.
- Hung and removed banners for Tree Giveaway.
- Replaced batteries on irrigation controllers.
- Replaced track lighting bulbs at Fernland Park.
- Replaced Kiddie cushion at Homecoming Park playgrounds.
- Replaced landscape lights at Fernland Park.
- Treated all Fernland structures for wasps.
- Adjusted drinking fountain at Cedar Brake Park.
- Delivered 15 yards of topsoil to Memory Park for Lake Conroe Rotary Club.
- Repaired asphalt pathway including ruts at Memory Park.
- Created additional drainage at Memory Park.



- Delivered trailer to Memory Park for Lake Conroe Rotary Club.
- Repaired light post at Cedar Brake Park.
- Removed cat and kittens from Fernland Park's Jardine Cabin and handed them over to Animal Shelter Volunteers of Texas for foster home placement.
- Installed new flow sensor to irrigation system at Memory Park.
- Treated for ants at Cedar Brake Park and Fernland Park.
- Replace bulb on light pole at Fernland Park.
- Pressure washed light poles as paint preparation at Cedar Brake Park. Replaced landscape lights at Fernland Park.
- Repaired ruts in grass at Homecoming Park.
- Spread additional rock at WWTP#2.
- Installed solar panel for diesel storage tank.
- Repaired wiring on light post at Cedar Brake Park.
- Completed first 2 Day Spring Camp recreational program at the Community Center.

General

- Attended Leadership Team meeting.
- Completed 14 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.
- Lowered and raised flags to half-staff to honor shooting victims.
- Half Public Works staff have taken the TML Driver Safety Class and the other half have it scheduled.
- Heavy Trash Weekend at Clepper property.
- Public Works staff attended CPR/AED training at MCFD.
- Participated in 1 year inspection for Town Creek Crossing.
- Attended Wayfinding Stockholder Meeting.
- Participated in the JustFOIA training.
- Attended RoadBotics road assessment meeting.





Montgomery Police Department

Chief Anthony Solomon

Activity Report

March 1, 2023 – March 31, 2023

Patrol Division

• Calls for Service	-	133
• Total Reports	-	37
• Citations Issued	-	82
• Warnings Issued	-	228
• Arrests	-	19
• Accidents	-	6

Breakdown by Offense Category

• DWI/DUI	-	7
• Drug Arrests/Citations	-	2
• Theft	-	5
• Warrant Arrests	-	10
• Assault	-	1
• Evading in Stolen Vehicle	-	1

Investigation Division

Total number of assigned cases to C.I.D. for the month: 8

Personnel/Training

- Lieutenant Belmares attended Managing Administrative Operations training in March 2023

Major Incidents

- On March 13, 2023, Officers Clark and Hensley attempted to pull over a vehicle matching the description of a stolen vehicle that dispatch advised was heading toward the City of Montgomery. The vehicle accelerated in an attempt to flee and both officers pursued the vehicle. The pursuit ended up in Walker County, where the suspect exited the vehicle and fled on foot. Officer Hensley deployed a drone to try to locate the subject but was unable to locate him at that time. Multiple agencies assisted during and after the pursuit, including the use of K9s. The suspect was ultimately arrested on March 16th.

Upcoming Events

- May 3, 2023 – Citizens Police Academy Begins for 8 weeks.
- July 1, 2023 – Freedom Festival

Traffic and Safety Initiatives

- We are currently running several traffic initiatives around town. Officers are monitoring multiple areas and making contact with violators. This will continue on a monthly basis, with monitored areas changing based on officer observations and civilian concerns.



City of Montgomery

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



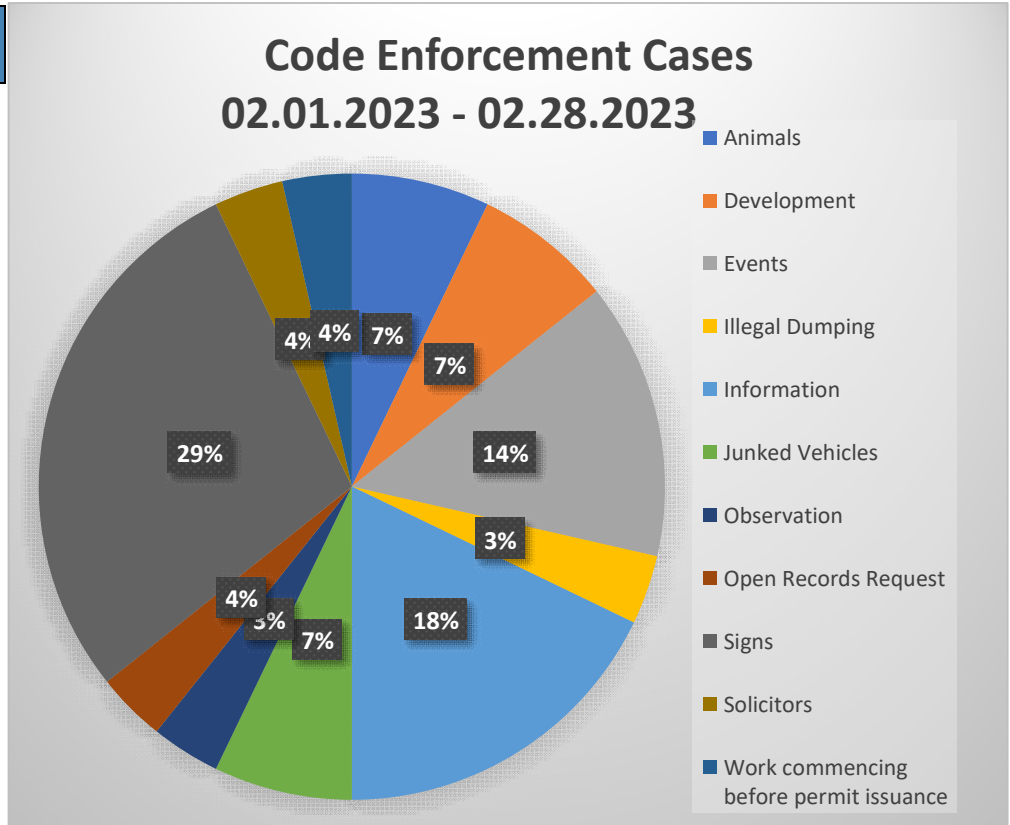
February 2023
Code Enforcement Officer
Monthly Report

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

Activity:

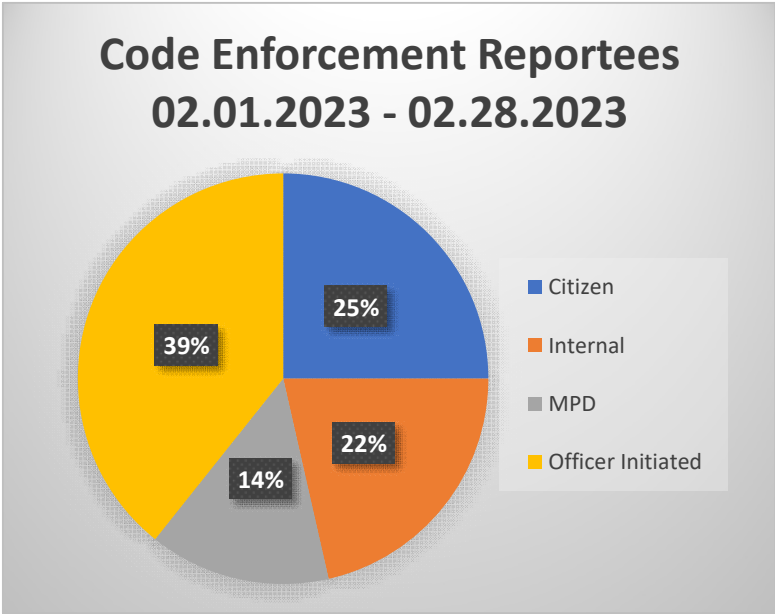
Nature of Call	Group Total
Animals	2
Development	2
Events	4
Illegal Dumping	1
Information	5
Junked Vehicles	2
Observation	1
Open Records Request	1
Signs	8
Solicitors	1
Work commencing before permit issuance	1

Total Records: 28



REP Type	Group Total
Citizen	7
Internal	6
MPD	4
Officer Initiated	11

Total Records: 28



Violations issued: 0
Warnings issued: 0

Training: 3 hours – live webinar - Code Enforcement A2Z - City Hall Essentials
6 hours – MCCi (laserfiche) administrator training
2 hours – ICC digital codes user training

City of Montgomery Municipal Court Report March 2023

Kimberly Duckett
Court Administrator



Comparison Chart

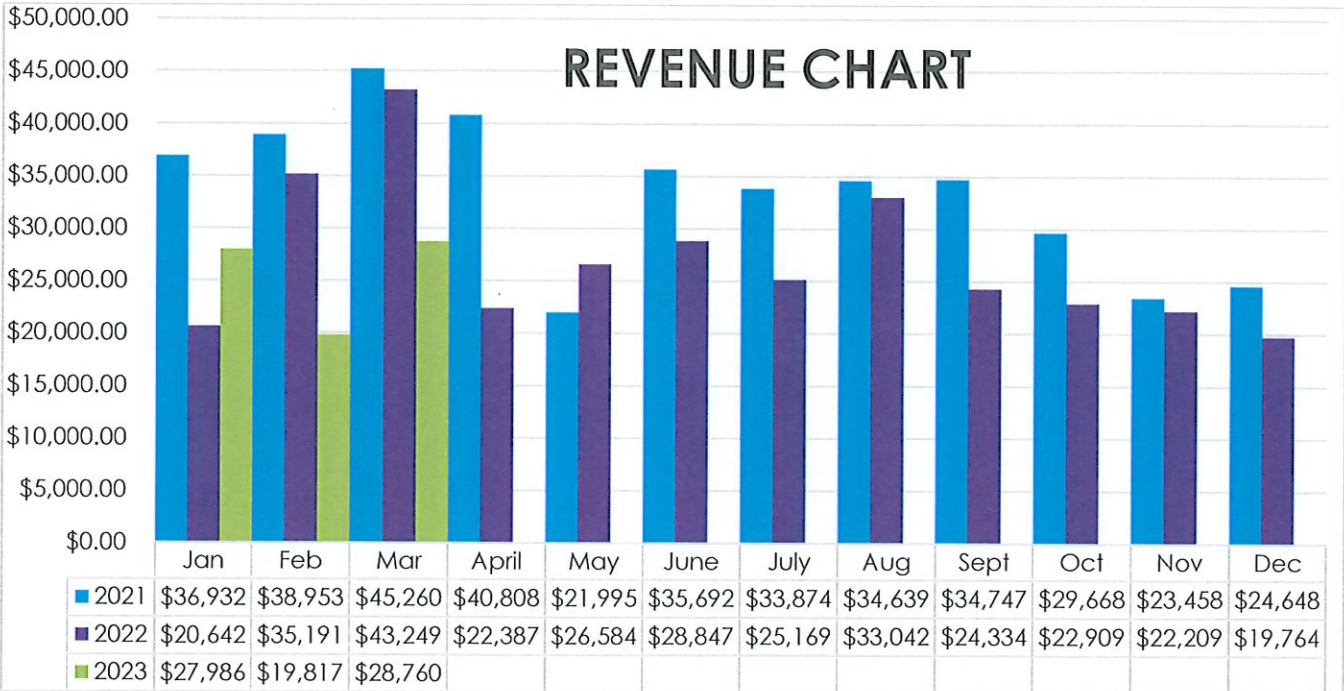
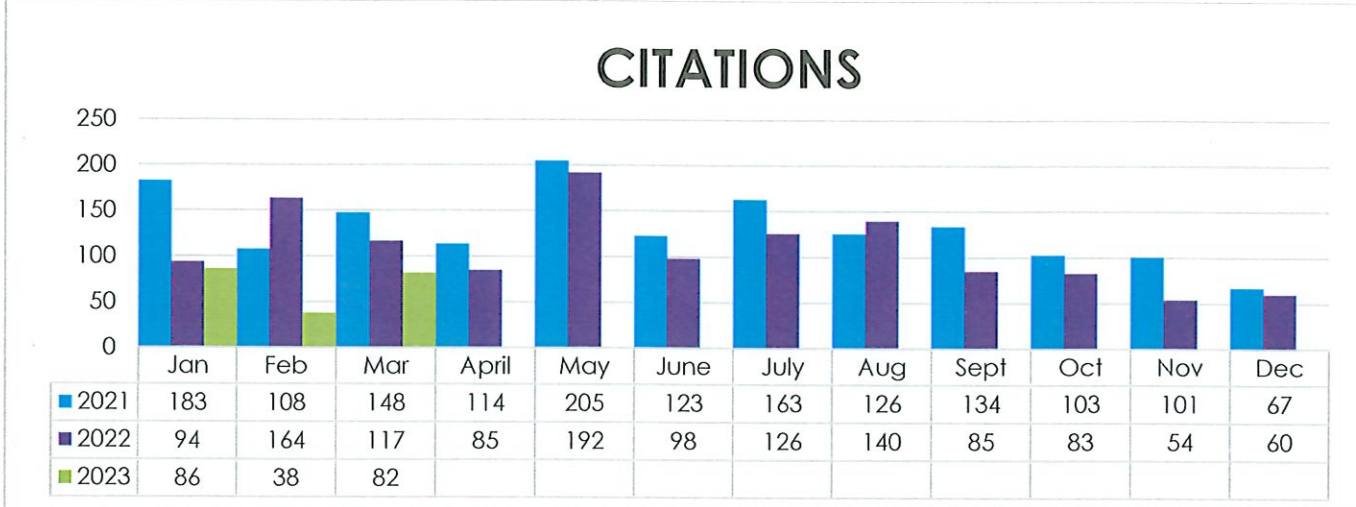
Citations and Revenue January 2021 - 2023

	2021	2022	2023
<i>Jan</i>	183	94	86
<i>Feb</i>	108	164	38
<i>Mar</i>	148	117	82
<i>April</i>	114	85	
<i>May</i>	205	192	
<i>June</i>	123	98	
<i>July</i>	163	126	
<i>Aug</i>	126	140	
<i>Sept</i>	134	85	
<i>Oct</i>	103	83	
<i>Nov</i>	101	54	
<i>Dec</i>	67	60	

Totals 1575 1298 206

	2021	2022	2023
<i>Jan</i>	\$36,932.88	\$20,642.12	\$27,986.26
<i>Feb</i>	\$38,953.88	\$35,191.59	\$19,817.26
<i>Mar</i>	\$45,260.60	\$43,249.60	\$28,760.79
<i>April</i>	\$40,808.03	\$22,387.94	
<i>May</i>	\$21,995.10	\$26,584.71	
<i>June</i>	\$35,692.30	\$28,847.75	
<i>July</i>	\$33,874.84	\$25,169.19	
<i>Aug</i>	\$34,639.40	\$33,042.07	
<i>Sept</i>	\$34,747.41	\$24,334.09	
<i>Oct</i>	\$29,668.47	\$22,909.59	
<i>Nov</i>	\$23,458.35	\$22,209.38	
<i>Dec</i>	\$24,648.00	\$19,764.02	

Totals \$400,679.26 \$324,332.05 \$76,564.31





CONSULTING ENGINEERS

April 20, 2023

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

Re: Monthly Engineering Report
City Council Meeting April 25, 2023

Dear Mayor and Council:

The following is a brief summary that describes our activities since the March 28, 2023 Council Meeting:

Capital Projects:

1. **Water Plant No. 3 Improvements** – We received Pay Estimate No. 6 in the amount of \$2,632.50. The project is complete. The final inspection was held on August 3, 2022 and the contractor has addressed all punchlist items. We expect the final pay estimate and certificate of substantial completion from the project engineer this month. We are working with the project engineer and City Staff to close out this project.
2. **GLO Projects**
 - a. **Water Plant No. 3 Generator** – We did not receive a pay estimate this month. It is our understanding that the autodialer was installed on April 10th. As a reminder, we attended the final walkthrough with Quiddity and the contractor on February 21st. The contractor is working to address the items identified during the final walkthrough.
 - b. **Dr. Martin Luther King Jr. Drive Ditch Regrading and Sanitary Sewer Rehabilitation** – As a reminder the one-year warranty period will end on January 11, 2024. We are working with Grant Works, Quiddity and City Staff to close out the project with the GLO.
3. **15-Year Infrastructure Plan** – We are nearing the completion of sanitary sewer analysis and are preparing final updates to the infrastructure plan. We expect to be complete next month.
4. **Old Plantersville Waterline Extension** – We are continuing with design of the 12” waterline, including coordination with various entities involved. We are coordinating with MISD to obtain the necessary easements for the waterline extension, and we expect to submit to the County for their review this month. As a reminder this project is being funded by the developer.
5. **Old Plantersville Force Main Extension** – We are continuing with design of the 6” force main, including coordination with various entities involved. We received BNSF Railroad approval on January 10th. We are continuing with the remaining design and expect to be complete in early May. As a reminder this project is being funded by the developer.

6. **McCown St. and Caroline St. Waterline Replacement** – We have received the additional survey and are continuing with our design. We expect to be complete with design in early June.
7. **Downtown Drainage Master Plan** – We have received the additional survey and are continuing with our analysis of existing and proposed conditions. We expect to be complete early June.
8. **Downtown Sanitary Sewer Rehabilitation** – We did not receive a pay estimate. The contractor has substantially completed the project and we have received and are reviewing post-rehabilitation videos to confirm the quality and quantity of repairs completed. We will perform a final walkthrough once all underground repair quantities have been confirmed.
9. **2023 Sanitary Sewer Rehabilitation** – We are continuing with design and expect to submit to TxDOT for review by the end of this month.
10. **Lift Station No. 10 Improvements** – We are continuing with design and expect to be complete in June 2023.
11. **Flagship Boulevard Storm Sewer & Pavement Replacement** – The bid opening was held on March 30th and we received a total of 7 bids. We plan to present the recommendation of award at this month's Council meeting.

Developments:

1. **Plan Reviews**
 - a. **Town Creek Storage II** – We did not receive revised plans this month.
 - b. **Pizza Shack Parking Expansion** – We did not receive a revised plan set this month.
 - c. **Montgomery Summit Business Park** – We received revised plans on March 15th and provided comments on March 29th. We received revised plans and provided plan approved on April 6th.
 - d. **Montgomery Bend (Pulte Group) Section 1 Water, Sanitary and Drainage** – We received revised plans on March 22nd and provided comments on April 6th. We received revised plans on April 18th and are proceeding with our review.
 - e. **Redbird Meadows Drainage Report** – We received a revised report on February 23rd and provided report approval on March 29th.
 - f. **Redbird Meadows Phase 1A Water, Sanitary and Drainage** – We received plans on January 25th and will proceed with our review once the requested variances are considered and the preliminary plats are approved.

- g. **Redbird Meadows MCMUD 215 Lift Station No. 1** – We received plans on January 10th and provided comments on February 7th. We received clarification on February 22nd and will proceed with our review once the requested variances are considered and the preliminary plats are approved.
 - h. **Lupe Tortilla** – We received a revised set on February 16th and offered conditional approval contingent upon receipt of the amended plat.
 - i. **Lincoln Elementary School (MISD)** – We received authorization to review the plans on March 27th and provided comments on April 14th. We have not received revised plans.
 - j. **Texas and Beyond Plaza** – We received plans on April 18th and are proceeding with our review.
- 2. Plat Reviews**
- a. **Montgomery Brewing Minor Plat** – We did not receive a revised plat this month.
 - b. **Cornerstone Community Church Development Plat** – We received a revised plat on February 27th and provided comments on March 7th.
 - c. **Redbird Meadows Section 1 Preliminary Plat** – We provided comments to the plat on November 15th. We have not received a revised plat.
 - d. **Redbird Meadows Section 2 Preliminary Plat** – We provided comments to the plat on November 15th. We have not received a revised plat.
 - e. **Redbird Meadows Section 3 Preliminary Plat** – We provided comments to the plat on November 15th. We have not received a revised plat.
 - f. **Shoppes at Montgomery Section 2 Amending Plat** – We received the amending plat on March 27th and offered no objection. It is our understanding that the plat is being prepared to be sent to the City for final approval.
- 3. Ongoing Construction**
- a. **Montgomery Bend (Pulte Group) Mass Grading, Detention, and Offsite Utilities** – The contractor is proceeding with construction of the mass grading, detention, and offsite waterline. We are providing periodic inspection services on behalf of the City.

We also received plan revisions on April 18th and are proceeding with our review.



Figure 1: Installation of offsite waterline April 11th

4. One-Year Warranty Inspections

- a. **Town Creek Crossing, Section 1** –We held a warranty inspection on March 23rd and the contractor is working to address the remaining punchlist items.
- b. **Villas of Mia Lago, Section 2** – We are continuing to coordinate with the developer to ensure the remaining punch list items are addressed.

General Ongoing Activities:

1. TxDOT:

- a. **FM 1097 & Atkins Creek Drainage Improvements** – We are coordinating with TxDOT to provide any documentation necessary to determine and prepare the easement area that is to be obtained for the project.
- b. **Access Management along SH-105 from Grimes County Line to Sheperd Street**– We are continuing to identify potential utility conflicts with the SH 105 improvements. According to TxDOT, the first phase of the project is scheduled to begin in Summer 2025. Construction in Montgomery is included in Phase III of this project.
- c. **FM 1097 and Buffalo Springs Drive Traffic Signal** – It is our understanding the signal is in design and is estimated to be complete in June 2023, per TxDOT. TxDOT does not currently have a construction schedule but they do not expect construction to begin for a few years.
- d. **SH-105 and Buffalo Springs Drive Traffic Signal** – It is our understanding the signal design is expected to be completed in June 2023. TxDOT does not currently have a construction schedule but they do not expect construction to begin for a few years.

2. **Biweekly Operations and Developments Call** – We are continuing the biweekly operations and developments calls with City Staff and H2O Innovations.

Honorable Mayor and City Council
 City of Montgomery
 Page 5 of 5
 April 20, 2023

3. **Emergency Preparedness Plan** – No engineering update. We will continue to follow up until plan approval is received.
4. **Water Quality Emergency Preparedness System** – We received correspondence from the TCEQ on March 31st to update the City’s wastewater collection system information. We provided updates to the application and submitted it to the TCEQ on April 14th. We will continue to follow up with City staff should anything else be required.
5. **Impact Fee Updates** – We received all required files from Quiddity and are proceeding with Impact Fee updates as required per the City’s Code of Ordinances.
6. **Lonestar Parkway Bridge Repair** – We received revised plans from the County last month and are coordinating with the neighboring Municipal Utility District and property owner. It is our understanding that the County plans to receive bids on April 26th. It is also our understanding that the County will request the City’s share of the project once the construction contract is awarded.
7. **Lonestar Parkway and Buffalo Springs Intersection Improvements** – It is our understanding that the County has determined the proposed round a bout at this intersection is no longer feasible due to increased costs. Additionally, they are proposing a signalized intersection and are not requesting any funding from the City at this time.
8. **TWDB Annual Reporting** – We are coordinating with City Staff and the City Operator to submit all required information for the TWDB Annual Report by May 1st.

Please let me know if you have any questions.

Sincerely,



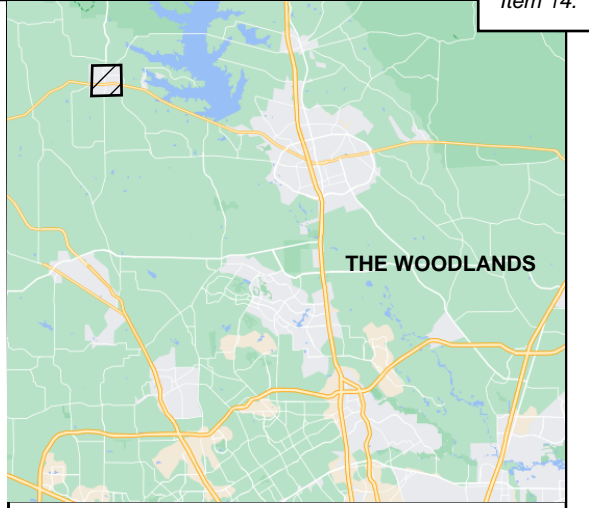
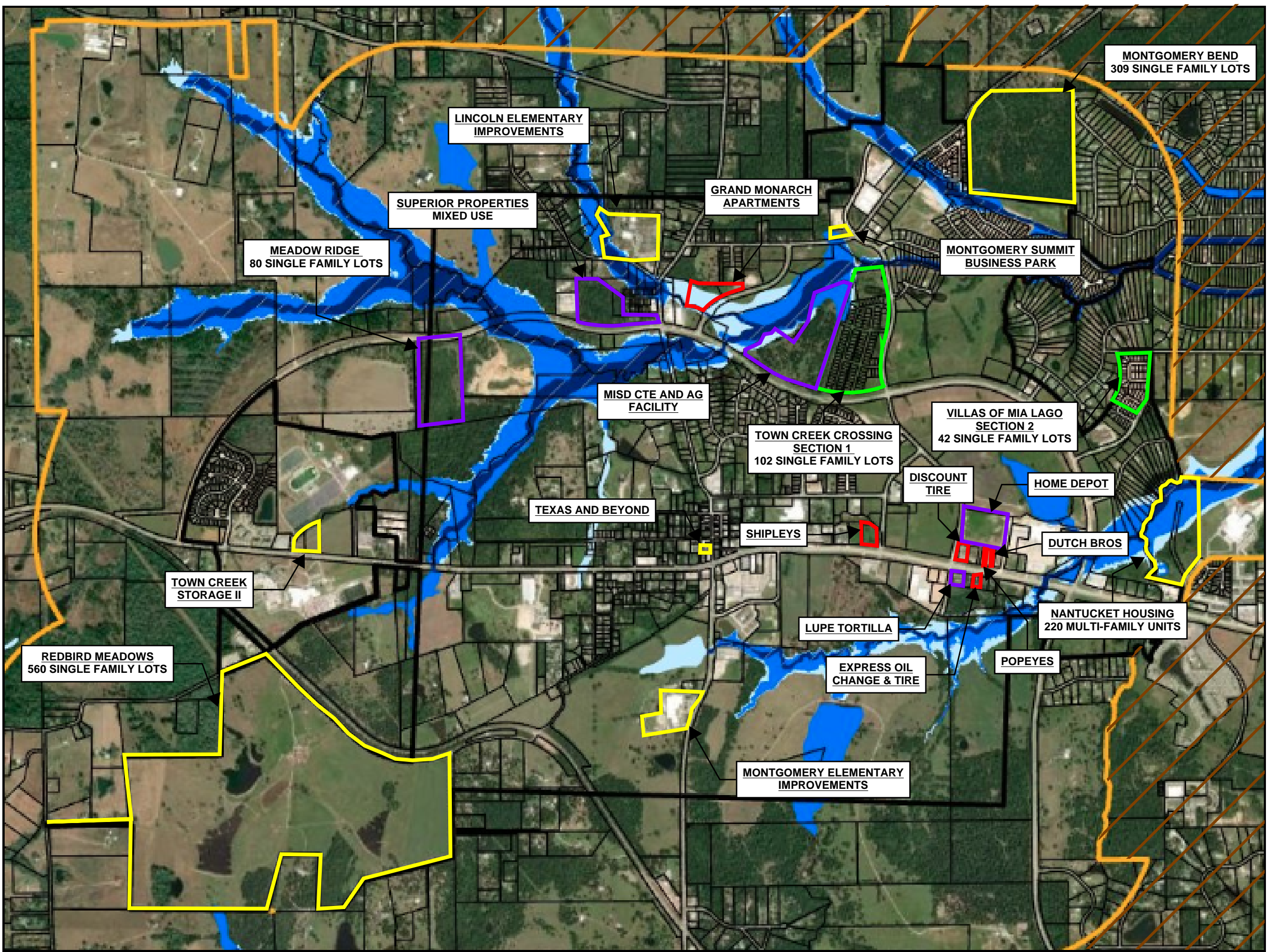
Chris Roznovsky, PE
 City Engineer

CVR/kv:zlg

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







Attachments – Active Developments Map
 Capital Projects Timeline

Cc (via email): The Planning and Zoning Commission – City of Montgomery
 Mr. Gary Palmer – City of Montgomery, City Administrator
 Mr. Dave McCorquodale – City of Montgomery, Director of Planning & Development
 Ms. Nici Browe – City of Montgomery, City Secretary
 Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney



**VICINITY MAP
NTS**

LEGEND

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

Active Developments
April 2023

City of Montgomery Capital Project Schedule

WBS	Task	Start	End	Cal. Days	Work Days	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24
Capital Projects															
1 McCown St. and Caroline St. Waterline Replacement															
1.1	Survey	7/7/2022	4/7/2023	275	196	█									
1.2	Design	4/7/2023	6/15/2023	69	49	█	█								
1.3	Approvals	6/15/2023	6/28/2023	14	10			█	█						
1.4	Bidding	6/19/2023	7/17/2023	28	21			█	█						
1.5	Present ROA to Client	7/25/2023	7/25/2023	1	1					█					
1.6	Prepare Contracts	7/26/2023	8/1/2023	7	5					█					
1.7	Execute Contracts	8/2/2023	9/7/2023	36	27					█	█				
1.8	Issue Notice to Proceed	9/11/2023	9/17/2023	7	5						█				
1.9	Construction	9/27/2023	11/10/2023	45	33							█	█		
2 Downtown Sanitary Sewer Rehabilitation															
2.1	Design	8/15/2022	9/27/2022	43	32										
2.2	Approvals	9/30/2022	9/30/2022	1	1										
2.3	Bidding	9/27/2022	11/1/2022	35	26										
2.4	Present ROA to Client	11/8/2022	11/8/2022	1	1										
2.5	Prepare Contracts	11/9/2022	11/15/2022	6	5										
2.6	Execute Contracts	11/15/2022	12/11/2022	26	19										
2.7	Issue Notice to Proceed	12/12/2022	12/18/2022	6	5										
2.8	Construction	1/7/2023	4/6/2023	89	64	█									
3 Old Plantersville Waterline Extension															
3.1	Design	7/30/2022	4/10/2023	254	181	█									
3.2	Approvals	4/12/2023	5/11/2023	29	22	█	█								
3.3	Bidding	6/22/2023	8/14/2023	53	38			█	█	█					
3.4	Present ROA to Client	7/29/2023	7/31/2023	2	1					█					
3.5	Prepare Contracts	8/1/2023	8/7/2023	7	5					█					
3.6	Execute Contracts	8/8/2023	8/28/2023	20	15					█	█				
3.7	Issue Notice to Proceed	8/29/2023	9/4/2023	7	5						█				
3.8	Construction	9/19/2023	12/27/2023	99	72							█	█	█	
4 Old Plantersville Force Main Extension															
4.1	Design	8/13/2022	6/21/2023	312	223	█	█	█							
4.2	Approvals	5/9/2023	6/7/2023	29	22		█	█							
4.3	Bidding	6/21/2023	7/27/2023	36	27			█	█						
4.4	Present ROA to Client	7/28/2023	7/30/2023	2	1					█					
4.5	Prepare Contracts	7/31/2023	8/6/2023	6	5					█					
4.6	Execute Contracts	8/7/2023	8/27/2023	20	15					█	█				
4.7	Issue Notice to Proceed	8/28/2023	9/3/2023	6	5						█				
4.8	Construction	9/4/2023	12/12/2023	99	72							█	█	█	

City of Montgomery Capital Project Schedule

WBS	Task	Start	End	Cal. Days	Work Days	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24
Capital Projects															
5	Downtown Drainage Analysis														
5.1	Survey	7/7/2022	4/7/2023	274	196	█	█	█							
5.2	Analysis	4/7/2023	6/5/2023	60	42		█	█	█						
5.3	Report	6/6/2023	6/20/2023	15	11			█							
6	Flagship Blvd. Storm Sewer and Pavement Replacement														
6.1	Design	12/22/2022	3/3/2023	71	52										
6.2	Bidding	3/23/2023	4/11/2023	19	14	█									
6.3	Present ROA to Client	4/25/2023	4/25/2023	0	1		█								
6.4	Prepare Contracts	4/26/2023	5/12/2023	14	10		█	█							
6.5	Execute Contracts	5/13/2023	6/2/2023	20	15			█	█						
6.6	Issue Notice to Proceed	6/2/2023	6/8/2023	6	10			█							
6.7	Construction	6/18/2023	8/16/2023	60	43				█	█	█				
7	2023 Sanitary Sewer Rehabilitation														
7.1	Survey	11/11/2022	2/7/2023	88	63										
7.2	Design	2/7/2023	6/2/2023	115	84	█	█	█							
7.3	Bidding	6/20/2023	7/14/2023	24	19			█	█						
7.4	Present ROA to Client	7/25/2023	7/25/2023	0	1					█					
7.5	Prepare Contracts	7/26/2023	8/1/2023	6	5					█					
7.6	Execute Contracts	8/1/2023	8/27/2023	26	19					█	█				
7.7	Issue Notice to Proceed	8/28/2023	9/1/2023	4	5						█				
7.8	Construction	9/11/2023	2/7/2024	149	108						█	█	█	█	█
8	Lift Station No. 10 Improvements														
8.1	Design	2/27/2023	6/22/2023	115	84	█	█	█							
8.2	Bidding	6/26/2023	7/31/2023	35	26			█	█						
8.3	Present ROA to Client	8/1/2023	8/5/2023	4	4					█					
8.4	Prepare Contracts	8/6/2023	8/12/2023	6	5					█					
8.5	Execute Contracts	8/13/2023	8/19/2023	6	5					█					
8.6	Issue Notice to Proceed	8/30/2023	9/5/2023	6	5						█				
8.7	Construction	9/6/2023	12/2/2023	87	63						█	█	█	█	