

**Notice of City Council Regular Meeting
AGENDA**

September 27, 2022 at 6:00 PM

NOTICE IS HEREBY GIVEN that a Meeting of the Montgomery City Council will be held on **Tuesday, September 27, 2022**, at **6:00 PM** at the City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas.

Members of the public may download the Meeting Agenda Packet and view the meeting live on the City's website (www.montgomerytexas.gov) under Agenda/Minutes by selecting 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.** Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and Waterstone on Lake Conroe, Inc. for a proposed 23-lot single-family residential addition to the Waterstone on Lake Conroe subdivision (Dev. No. 2212).
- 2.** Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and Morning Cloud Investments, LLC for a proposed 28-acre single-family residential development and authorizing the City Engineer to prepare a Utility and Economic Feasibility Study (Dev. No. 2213).

CONSIDERATION AND POSSIBLE ACTION:

- 3.** Recognition of Montgomery resident Logan Benét in honor of his achievement in obtaining the rank of Eagle Scout and for choosing Memory Park for the location of his Eagle Scout project.
- 4.** Consideration and possible action on authorizing the Interim City Administrator to approve expenses for replacing lift pumps at Lift Station 3 in the amount of \$41,350.00
- 5.** Consideration and possible action regarding the City entering into a Development Agreement with HCR Ventures, LTD. for a proposed 33-acre multi-family residential project along Stewart Creek Road.

DEPARTMENTAL REPORTS:

- 6.** City Administrator's Report.
- 7.** Utility Report.
- 8.** Sales Tax Report.

9. Finance Report.
10. Police and Code Enforcement Report.
11. Municipal Court Report.
12. Public Works Report.
13. Utility Operations Report.
14. City Engineer's Report.

EXECUTIVE SESSION:

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

15. Adjourn into Closed Executive Session as authorized by the Texas Open Meetings Act, Chapter 551 of the Government Code, in accordance with the authority contained in the following:
 - a) Section 551.071 (consultation with attorney); and
 - b) Section 551.072 (deliberation regarding real property).

POSSIBLE ACTION FROM EXECUTIVE SESSION:

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

COUNCIL INQUIRY:

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

ADJOURNMENT

Diana Cooley, Deputy City Secretary

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 September 23, 2022 at 4:00 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.

Montgomery City Council
AGENDA REPORT

Meeting Date: September 27, 2022	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 Waterstone on Lake Conroe, Inc. for a proposed 23-lot single-family residential addition to the Waterstone on Lake Conroe subdivision (Dev. No. 2212).

Recommendation

Motion to approve the Agreement as presented.

Discussion

The Waterstone subdivision consists of 142 existing residential homesites. The developer is proposing a new section of 23 lots similar in character to the existing lots. The \$23,000 escrow amount will cover the review and construction phases of the project. A feasibility study is not required on this proposed infill project, though the project will undergo the same review process as other subdivisions in the City.

Approved By

		Date:
Interim City Administrator	Dave McCorquodale	Date: 09/22/2022

ESCROW AGREEMENT
BY AND BETWEEN
THE CITY OF MONTGOMERY, TEXAS,
AND
Waterstone on Lake Conroe, Inc

Dev. No. 2212

THE STATE OF TEXAS ⊃

COUNTY OF MONTGOMERY ⊃

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

RECITALS

WHEREAS, the Developer desires to acquire and develop all or part of a 46.3096 acre Tract sometimes referred to as the Waterstone on Lake Conroe Section 4 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 feasibility study, 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 Waterstone on Lake Conroe Section 4 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	\$22,000
Legal	\$500
<hr/>	
TOTAL	\$23,000

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: Steve Bowen
Waterstone on Lake Conroe Inc
101 Waterstone Drive
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

Waterstone on Lake Conroe Inc
Developer

By: _____
Signature Steve Bowen

Title: President

STATE OF TEXAS {
COUNTY OF MONTGOMERY {

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

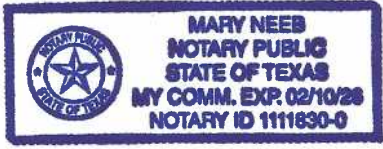
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2022.

Notary Public, State of Texas

THE STATE OF TEXAS {
COUNTY OF Montgomery {

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Steve Bowen, President of Waterscore on Lake Conroe, a Texas 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 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 22nd day of September 2022.



Mary Need
Notary Public, State of Texas



Civil Engineering
Landscape Architecture
Community Planning
Surveying

25325 Borough Park Drive Suite 130 The Woodlands, Texas 77380 | (832) 585-0205 | wlandplan@landplan-pa.com | Firm ID # F10756

September 7, 2022

Dave McCorquodale
Director of Planning & Development
City of Montgomery
101 Old Plantersville Rd,
Montgomery, TX 77356

Subject: Pre-Development Application Submittal

Dear Mr. McCorquodale:

We are submitting the attached pre-development application for the Waterstone on Lake Conroe Section 4 subdivision. The development will be an approximately, 7-acre, single-family residential subdivision, located within the City of Montgomery city limits. The exact location is at the intersection of North Waterstone Drive and Peninsula Point Drive.

The proposed development consists of 23, 65-foot wide, approximately 0.25-acre lots. The development will include a single, concrete road with cul-de-sac, curb and gutter, water lines, wastewater lines, and storm sewer. All utilities will be connected to the existing Waterstone on Lake Conroe system. The estimated required water capacity is 19,872 gpd and wastewater capacity of 3,450 gpd.

We are requesting a development number in order to schedule a meeting to discuss the planned development. Please don't hesitate to contact me at either 785-371-4698 or 713-376-7085 to discuss our application.

Sincerely,

Landplan Engineering, PA

Michelle Patton, PE
Texas Director of Operations



City of Montgomery Development Application

Upon completion return application to dmccorquodale@ci.montgomery.tx.us

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

A. GENERAL INFORMATION

1. Name of proposed development: Waterstone on Lake Conroe Section 4
2. Name of Owner: Steve Bowen
Mailing Address: 101 Waterstone Drive
City/State/Zip: Montgomery, Texas, 77356
Telephone Number: (936)-520-8888 Fax Number: _____
Cell Phone: _____ Email: swb@bowengrouptexas.com
3. Name of registered Professional Land Surveyor: _____
Firm Name & Registration No.: Glezman Surveying Inc Firm No. 10039200
Mailing Address: 1938 Old River Road
City/State/Zip: Montgomery, Texas, 77356
Telephone Number: (936)-582-6340 Fax Number: _____
Cell Phone: _____ Email: _____
4. Name of registered Professional Engineer: Michelle Patton
Firm Name & Registration No.: Landplan Engineering-PA Firm No. F10756
Mailing Address: 25325 Borough Park Dr. Ste. 130
City/State/Zip: The Woodlands, Texas, 77380
Telephone Number: (785)-371-4698 Fax Number: _____
Cell Phone: (713)-376-7085 Email: michellep@landplan-pa.com

B. DEVELOPMENT SPECIFICATIONS

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

If located in the ETJ:

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

Will Annexation be required: [] Yes No

2. Property Description:

- a) Survey Name: Owen Shannon Survey
- b) Abstract No.: A-36
- c) Total Acreage: 46.3096
- d) Current Zoning: R1/PD
- e) Number of Lots: 23 Number of Blocks: 1 Estimated Commercial Value: not known
- f) Number of Streets: 1 Type: _____ Public Private
- g) Total Acreage in Other uses (any land within the boundaries of the plat that is not divided into lots): 39.9864
- h) Estimated Total Taxable Value: _____ Land _____ Improvements
- i) Estimated Size(s) of Lots: 0.25
- j) Estimated Value of House and Lot: 400,000
- k) Water Capacity Requested: 19,872 gpd Wastewater Capacity Requested: 3,450 gpd

3. Certification

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

Michelle Patton
Signature of Owner/Agent

9/7/22
Date

Received by: _____

Date

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

For City Use Only

Date Submitted: _____ Development Number: _____

Engineer's Recommendation: _____

Operator's Recommendation: _____

Is Annexation Required: _____

Amount of Deposit Paid: _____ Date Escrow Agreement Submitted: _____

Amount of Service Recommended: _____

Additional Capacity Required: Water _____ gpd Wastewater _____ gpd

Tap Fee _____ Plan Review Fees _____ Inspection Fees _____ Impact Fee _____

Additional Considerations: _____

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FILE NAME: Z:\Shared\2022 PROJECTS\20225025\CAD\Concept-Exhibits\225025-Model.dwg LAST SAVED BY: Carlos Lemus SAVED DATE: 8/18/2022 11:34 AM PLOTTED: 8/18/2022 11:40 AM Z:\Shared\2022 PROJECTS\20225025\CAD\Concept-Exhibits\225025-Model.dwg



WATERSTONE CONCEPTUAL LAYOUT
155.24 ACRES
WATERSTONE ON LAKE CONROE

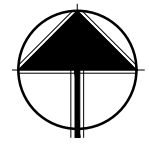
REV	DATE	DESCRIPTION

DATE:	08-08-22
PROJECT NO.:	
DESIGNED BY:	
DRAWN BY:	
CHECKED BY:	

ISSUE #	SHEET NO. 101
	OF 00 SHEETS



LOCATION MAP



**LANDPLAN
ENGINEERING PA**

Lawrence, KS • The Woodlands, TX
 25325 Borough Park Drive, Suite 130
 The Woodlands, Texas 77380 Texas Reg. #F10756
 832.585.0205(p) | 832.585.0206(f)
 wlandplan@landplan-pa.com | www.landplan-pa.com

Montgomery City Council
AGENDA REPORT

Meeting Date: September 27, 2022	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 Morning Cloud Investments, LLC for a proposed 28-acre single-family residential development and authorizing the City Engineer to prepare a Utility and Economic Feasibility Study (Dev. No. 2213).

Recommendation

Motion to approve the Agreement and authorize the City Engineer to prepare a Utility and Economic Feasibility Study for the proposed Meadow Ridge subdivision.

Discussion

This proposed 81-lot subdivision is along the northwest portion of Lone Star Parkway. The attached preliminary land plan shows 75-foot x 120-foot lots which meets the minimum lot size for the City.

Approved By

		Date:
Interim City Administrator	Dave McCorquodale	Date: 09/22/2022

ESCROW AGREEMENT

BY AND BETWEEN

THE CITY OF MONTGOMERY, TEXAS,

AND

Morning Cloud Investments, LLC

Dev. No. 2213

THE STATE OF TEXAS ⊃

COUNTY OF MONTGOMERY ⊃

This Escrow Agreement is made and entered into as of the _____ day _____, 2022 by and between the CITY OF MONTGOMERY, TEXAS, a body politic, and a municipal corporation created and operating under the general laws of the State of Texas (hereinafter called the "City"), and Morning Cloud Investments, LLC, a Limited Liability Corporation, (hereinafter called the "Developer").

RECITALS

WHEREAS, the Developer desires to acquire and develop all or part of a 28-acre tract sometimes referred to as the Meadow Ridge Subdivision 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 feasibility study, 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 Meadow Ridge Subdivision 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 the required Utility and Economic Feasibility Study ("Study") in the amount of \$5,000.

Section 2.02 Developer agrees to submit payment of the funds for the Utility and Economic Feasibility Study to City no later than ten (10) days after the execution of this Escrow Agreement. No work will begin on the Study until funds have been received and the Study has been authorized by City Council.

Section 2.03 As part of the Study, the estimated additional Escrow Amount will be determined for plan reviews, developer coordination, construction coordination, construction inspection, warranty services, legal expenses, and administrative costs. Developer agrees to submit

payment of the Escrow Amount to City no later than thirty (30) days after the acceptance of the Study by City Council. No work outside of the Study will be performed by or on behalf of the City until the Escrow Amount has been deposited.

Section 2.04 The total amount shown above for the Utility and Economic Feasibility Study and the Escrow Amount determined in the Study 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: Marjorie Cox
Morning Cloud Investments, LLC
P.O. Box 8262
Spring, Texas 77387

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: _____
Bryon Sanford, Mayor

ATTEST:

By: _____
Nici Browe, City Secretary

Morning Cloud Christman
Developer

By: [Signature]
Signature

Title: Free out

STATE OF TEXAS {

COUNTY OF MONTGOMERY {

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

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

Notary Public, State of Texas

THE STATE OF TEXAS {

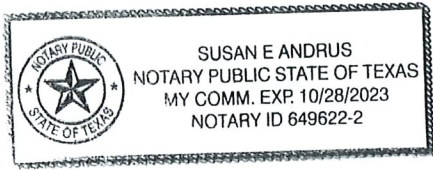
COUNTY OF Galveston {

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Margorie L. Cox, _____ of Morning Cloud Investments, LLC, 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.

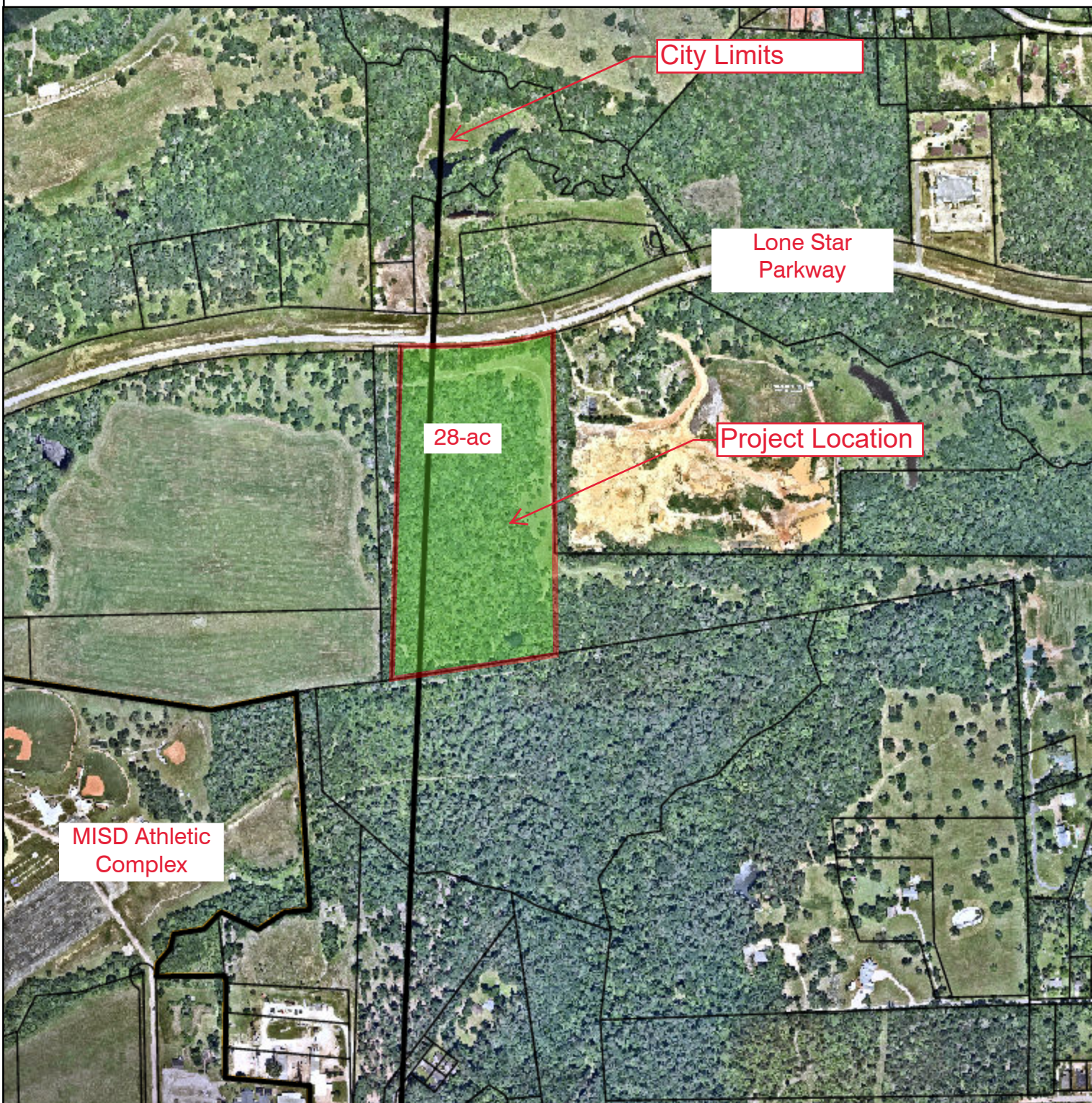
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 22 day of September, 2022.

Susan E Andrus

Notary Public, State of Texas









Proposed Meadow Ridge Development Location Map



1 inch equals 752 feet

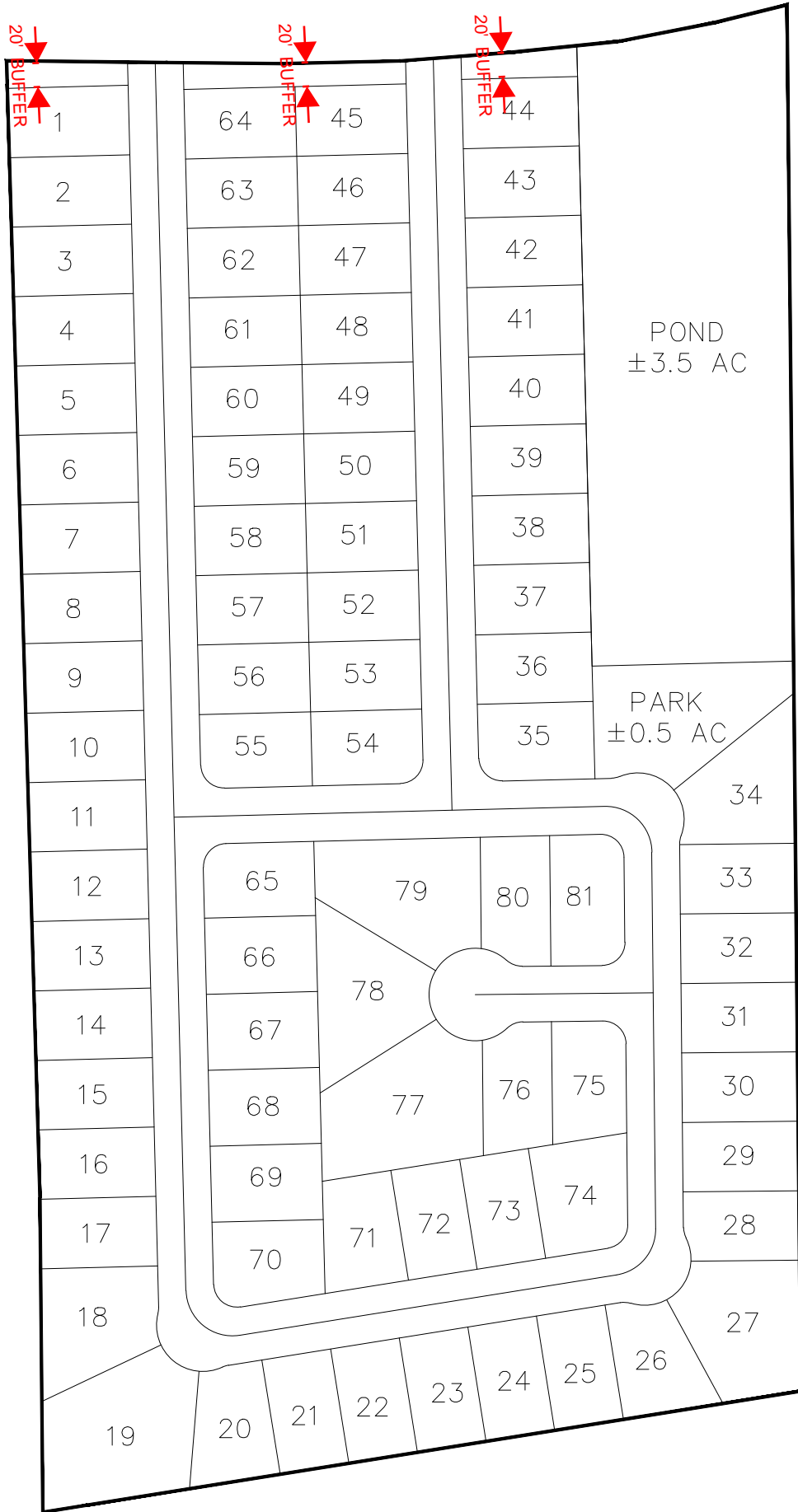
LEGEND

-  City Limit
-  City ETJ
-  MCAD Property Info
-  Red: mosaicc1
-  Green: mosaicc2
-  Blue: mosaicc3



VICINITY MAP

LONE STAR PKWY



28 AC TRACT
81 LOTS (75' X 120')
60' ROW

Morning Cloud Investments, LLC

Meadow Ridge (28 Ac)

City of Montgomery

(Dev. No. 2213)

Request: Council Authorization on September 27, 2022

This proposal is submitted pursuant to and in accordance with that certain Professional Services Agreement dated May 25, 2021, by and between Ward, Getz & Associates, LLP and the City of Montgomery (the “City”).

SCOPE OF WORK

- *Feasibility Study Report – Preparation of a feasibility study report to analyze the feasibility to serve the proposed 28-acre single family development situated along Lone Star Parkway just west of FM 149. WGA will analyze the City’s water, wastewater, and drainage system and note whether any upgrades need to be made or if any utility extensions will be required to serve the tract. If any upgrades to the City’s facilities are needed or any utility extensions are required, WGA will prepare a cost estimate to be included in this feasibility study. A preliminary site exhibit showing the extent of the 28-acre tract, and any utility extensions/upgrades necessary to serve the tract will be prepared by WGA to be included in this feasibility study.*

ENGINEERING COST

The cost to perform the Morning Cloud Investments, LLC Feasibility Study described above is \$5,000, to be billed lump sum.

SCHEDULE

Milestone 1: Authorization to Proceed	1	calendar day*
Milestone 2: Kick-off Meeting	1	calendar day
Milestone 3: Report Preparation	30	calendar days
TOTAL DURATION	32	calendar days

* If approved, the effective start date is the day all required documents, deposits, and authorization to proceed by the Developer are received.



Montgomery City Council
AGENDA REPORT

Meeting Date: September 27, 2022	Budgeted Amount: N/A
Department: Public Works	Prepared By: Mike Muckleroy

Subject

Recognition of Montgomery resident Logan Benét in honor of his achievement in obtaining the rank of Eagle Scout and for choosing Memory Park for the location of his Eagle Scout project.

Recommendation

No action is necessary for this item.

Discussion

Montgomery resident Logan Benét officially achieved the rank of Eagle Scout on May 22, 2022. The Eagle Scout project that Logan chose in obtaining this rank was installing solar lighting throughout Memory Park. In honor of Logan’s hard work and dedication towards achieving his goal of becoming an Eagle Scout, the City of Montgomery would like to present him with a Texas flag that was flown over Montgomery City Hall on this date of September 27, 2022.

Approved By

Public Works Director	Mike Muckleroy	Date: 09/21/2022
Interim City Administrator	Dave McCorquodale	Date: 09/21/2022

Montgomery City Council
AGENDA REPORT

Meeting Date: September 27, 2022	Budgeted Amount: \$76,581.00
Department: Public Works	Prepared By: Mike Muckleroy

Subject

Consideration and possible action on authorizing the Interim City Administrator to approve expenses for replacing lift pumps at Lift Station 3 in the amount of \$41,350.00

Recommendation

Authorize the Interim City Administrator to approve the expenses as presented.

Discussion

This item was presented and approved by City Council at the May 24, 2022 meeting in the amount of \$37,872.00. Approval of the project was given to H2O Innovation who then let Hahn Equipment know we were ready to proceed. It was never relayed back to us at the City that the quote provided in February was no longer valid and a new quote would have to be provided. This new quote was provided on September 20, 2022 and is good for 30 days. We still believe this project is our best long-term solution for dealing with the ragging issue at this lift station and that it will end up paying for itself in just 2-3 years. We have attached the actual quote for reference.

Approved By

Public Works Director	Mike Muckleroy	Date: 09/22/2022
Interim City Administrator	Dave McCorquodale	Date: 09/22/2022

HAHN EQUIPMENT Co., Inc.

5636 KANSAS • HOUSTON, TX 77007 • PHONE # 713-868-3255 • FAX # 868-9725

ATTN: Anthony Freeman QUOTE #: 19153R
 COMPANY: H2O Innovation
 FROM: David Hasson DATE: September 20, 2022
 RE: Replacement 4" 15HP

HAHN EQUIPMENT CO., INC. is pleased to submit to H2O Innovation, the following proposal for pumping equipment:

ITEM NO. 1:

Two (2) FLYGT Model NP3153, 4-inch discharge, electric submersible sewage pump(s) complete with 15 H.P., 464 volt, 3 phase, 60 hertz, 1755 RPM motor, Impeller No 464, with 50' of 7 conductor SPC cable.

Price per pump - \$ 20,675.00

TOTAL PRICE FOR ALL EQUIPMENT LISTED ABOVE: **\$ 41,350.00**

Above pricing does not include any Service Calls, piping, or valves.

NOTE: Price based on reuse of existing bracket. If modification is required, adder may be incurred.

F.O.B.: Houston, Texas. Prices quoted good for thirty (30) days and are exclusive of any applicable taxes or duties.

SHIPMENT: Estimated delivery is 1-2 weeks after receipt of written purchase order and approval drawings, unless other delivery requirements are agreed upon in writing. Lead time based on current US stock. Lead time may increase if US stock is depleted before order.

TERMS OF PAYMENT: Net 30 from the date of the invoice, with approved credit

CONTRACT CONDITIONS: Conditions outlined on the Company's standard general condition form, which is enclosed with this proposal, shall apply to and constitute a part of this proposal.

Sincerely,
HAHN EQUIPMENT CO., INC.

Jon L. Vollbrecht
Sales Representative

General Standard Conditions

- I. **ACCEPTANCE** – This proposal is subject to acceptance by the Purchaser within 30 days. Prices are subject to change without notice; all quotations whether published or special prices automatically expire 30 days from date of quotation, if not canceled prior to that time by another quotation or by a notice of cancellation, and are automatically canceled without notice simultaneously with the date of a price change. Acceptance of this quotation is limited to the terms hereof and Seller hereby objects to different or additional terms unless accepted by Seller in writing. No acceptance of this proposal by the Purchaser and no purchase order for any of the machinery offered in this proposal shall create any contract between Seller and Purchaser or be binding in any way upon Seller until such acceptance or purchase order is approved in writing by an executive officer of the Seller.
- II. **WARRANTY** – As the distributor for various manufacturers, the Seller is dependent upon representation and promises made by these manufacturers as to quality of material, performance data, and delivery schedules. The Seller will pass on to the Purchaser warranties, which may be available from the manufacturer of the products, involved. In addition to any applicable warranties that may be passed on to the Purchaser, the Seller will warrant items of original manufacture of the seller for six (6) months after date of shipment against defects in material and workmanship. All warranty claims must be made in a timely fashion by written notice to the Seller and the Seller or manufacturer involved shall have the option of requiring the return of the defective part, transportation prepaid to establish the claim. The Seller shall not be held liable for damages or delay caused by defects. The Seller's liability to the Purchaser except as to title, arising out of the supplying of the said equipment, or its use, whether based upon warranty, contract or negligence, shall not in any case exceed the cost of correcting defects in the equipment as herein provided and upon the expiration of the warranty period, all such liability shall terminate. The Seller shall not in any event be held liable for any special, indirect or consequential damages.
- III. **TITLE** – The Seller will deliver the equipment F.O.B. cars or trucks at point of shipment and such delivery will constitute delivery to the Purchaser. Title and risk of loss of the equipment shall pass to the Purchaser at this point.
- IV. **INSURANCE** – The Purchaser shall bear all risk of loss or damage to the machinery after delivery and shall provide and maintain adequate insurance against loss or damage by fire or other causes to the machinery during the time between delivery and final payment in an amount fully protecting the Seller. Loss or damage by fire or other causes within such period shall not relieve the Purchaser from his obligation to pay the purchase price in full.
- V. **TERMS** – Terms are net cash upon shipment or notification that we are ready to ship. Prorata payments shall become due and payable as partial shipments are made hereunder. Payment within thirty (30) days will be considered the same as cash pending approval of credit. These terms apply to partial as well as complete shipments. On orders over \$50,000.00 or as specifically stated on our proposal, special payment terms may be required. These terms are normally included with our proposal and are as stated in the Terms & Conditions form of the manufacturer involved. There is no cash discount given for cash or prompt payment unless specifically agreed upon in writing.
- VI. **TAXES** – The Purchaser shall pay to the Seller, in addition to the purchase price, the amount of all sales, use, privilege occupation, excise or other taxes, federal, state, local, or foreign which the Seller is required to pay in connection with furnishing goods or services to the Purchaser.
- VII. **FREIGHT** – Unless otherwise agreed upon in writing, all equipment is quoted F.O.B. shipping point. The Purchaser shall pay to the Seller in addition to the purchase price, freight charges, which may be required in shipping the equipment from the point of manufacture or storage to the Purchaser's plant. If freight charges are included in the quotation, then the Purchaser shall pay to the Seller, in addition to the purchase price, any amount by which transportation charges may be increased, either by reason of increased transportation rates or because of a change in the method of transportation.
- VIII. **PRICE AND ADJUSTMENT** – The following clauses are applicable to the extent they are referred to elsewhere in this proposal. Selection of price adjustment clause is based upon the proposed shipping date for the equipment offered.
- Clause 1: The prices named herein are not subject to any change from the prices in effect on the date the order is accepted.
- Clause 2: The prices named herein will be adjusted to the prices in effect at time of shipment.
- Clause 3: The prices named herein are subject to escalation in accordance with manufacturer's standard escalation policy or as otherwise stated in the proposal.
- IX. **SHIPPING DATES** – The time for shipment given herein is approximate and is estimated from the date of receipt of order with complete manufacturing information and approval of drawings as may be necessary. The Seller relies upon the information supplied by various manufacturers and will endeavor to maintain quoted shipment times but the Seller will not be liable for any for any special, indirect or consequential damages arising from delay in shipment, irrespective of the reason therefore.
- X. **CANCELLATION** – The Purchaser may cancel his order only upon written notice and payment to the Seller of reasonable and proper cancellation charges including administrative and engineering expense and loss of profits.
- XI. **RESTOCKING** – No merchandise may be returned to the Seller without its written consent and shipping instructions being first obtained. Restocking charges will be provided upon request for the particular item involved and will be as determined by the equipment manufacturer.

Montgomery City Council
AGENDA REPORT

Meeting Date: September 27, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action regarding the City entering into a Development Agreement with HCR Ventures, LTD. for a proposed 33-acre multi-family residential project along Stewart Creek Road.

Recommendation

Motion to approve the Agreement as presented.

Discussion

As you will recall, this proposed development is located on 33-acres between Montgomery Junior High and Pizza Shack. The property is currently outside the city limits. The developer has previously worked in the City and built the multi-family residential project along Flagship Blvd. behind the Montgomery Trace (Brookshire Brothers) shopping center. While their previous project involved housing tax credits, this proposed project is for market-rate housing.

The proposed master plan for the project calls for two phases – a senior living phase of 165 units and a multi-family phase of 220 units. The plan also includes a dog park, two amenity centers and two swimming pools.

Approved By		
Interim City Administrator	Dave McCorquodale	Date: 09/23/2022

DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF MONTGOMERY, TEXAS AND
HCR VENTURES, LTD.

This DEVELOPMENT AGREEMENT (the "Agreement") is entered into between HCR VENTURES, LTD., a Texas limited partnership, its successors or assigns ("Developer"), and THE CITY OF MONTGOMERY, TEXAS ("City") to be effective on the date on _____, 2022 (the "Effective Date").

RECITALS

The Developer has contracted to purchase approximately 33.01 acres of land outside of the corporate limits of the City, as described on the attached **Exhibit A** (defined herein as the "Tract") in Montgomery County, Texas. The Developer intends to develop the Tract for multi-family residential purposes. Prior to the Effective Date the current landowner, Blackline Properties, LLC (the "Landowner"), petitioned the City for voluntary annexation of the Tract into the corporate limits of the City by submission of the Petition for consent to Annex Land into the Corporate Limits of the City of Montgomery, Texas on the attached **Exhibit B** (the "Annexation Petition"). Pursuant to the terms of this Agreement, the City will annex the Tract into the corporate limits of the City after the Developer closes on the purchase of the Tract. In the event the Developer fails to close on the purchase of the Tract, this Agreement will be terminated, and the Annexation Petition will be automatically withdrawn in accordance with the terms of this Agreement.

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

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

AGREEMENT

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

ARTICLE I. DEFINITIONS AND EXHIBITS

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

Annexation Tract or Tract means 33.01 acres of land, as described in **Exhibit A**

City means the City of Montgomery, Texas.

Developer means HCR Ventures, Ltd., a Texas limited partnership, its successors or assigns.

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

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

Parties means the City and the Developer, collectively.

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

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

- Exhibit A Metes and Bounds Description of the Tract and/or Annexation Tract
- Exhibit B Annexation Petition
- Exhibit C Form of Utility Agreement
- Exhibit D Utility Exhibit

ARTICLE II.
DEVELOPER OBLIGATIONS

Section 2.1. Utilities.

- a. Water, Sanitary Sewer and Drainage Facilities. Developer agrees that all water, sanitary sewer and drainage facilities to serve the Tract, whether on the Tract or off-site, will be constructed in accordance with the applicable City regulations and ordinances, including the City of Montgomery Code of Ordinances, as amended (the "City Code"). The Developer is responsible for the design and construction of all internal water and sanitary sewer lines and associated facilities and drainage facilities to serve the Tract. The City will provide retail water and sanitary sewer service to customers within the Tract, all in accordance with a Utility Agreement, the form of which is attached hereto as **Exhibit C**. Following acceptance by the City, certain water and sanitary sewer infrastructure will be owned, operated, and maintained by the City per normal practice and as described in the Utility Agreement.
- b. Water Supply Facilities. The parties acknowledge that the Tract will be developed with ultimate water requirements of 60,000 gpd to serve 385 multifamily units and

a clubhouse or approximately 200 ESFC's. Parties agree that the Developer will develop the Tract in accordance with this Agreement.

1. The Tract will consist of approximately 200 ESFCs necessitating 60,000 gpd of water capacity. The City represents to Developer that it has the capacity in its water treatment system to serve the Tract; however, the Developer is required to fund the construction of certain improvements to the City's water supply system in order to provide sufficient pressure for the Tract.
 - i. **Water Line.** The Developer agrees to design and construct, at the Developer's cost, a 12" off-site waterline connecting to the City's existing 12" waterline, which shall be routed generally as shown on **Exhibit D** or such other route as is mutually agreed upon by the Parties ("Water Line"). The Water Line will be constructed in public right of way or easement and the City represents that all necessary public rights of way or easements required for the construction of the Water Line have been acquired. The Water Line will be sized to serve the Tract.
 - ii. **Funding.** The Developer agrees to design and construct, at the Developer's cost, the Water Line. The Developer will be responsible for all costs associated with the Water Line.
 - iii. **Timing.** Developer is responsible for providing all engineering plans and specifications for the Water Line and for the water distribution system interior to the Tract and the public offsite waterlines to the City Engineer for review and approval prior to commencing construction.
 - iv. **Ownership.** The City will accept such Water Line for ownership and operation in accordance with the terms of the Utility Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.
- c. **Wastewater Treatment Facilities.** The parties acknowledge that the Tract will be developed with ultimate wastewater requirements of 50,000 gpd to serve 385 multifamily units and a clubhouse or approximately 250 ESFC's.
 - i. **On-Site Lift Station and Force Main.** The Developer agrees to design and construct a private Lift Station and Force Main to serve the Tract as generally shown on **Exhibit D** (the "Lift Station and Force Main"). The Lift Station and Force Main improvements shall be sized to serve the Tract.
 - ii. **Off-Site Force Main.** The Developer agrees to design and construct an off-site Force Main to serve the Tract as generally shown on Exhibit C (the "Off-Site Force Main"). The Off-Site Force Main shall be sized to serve the Tract.

- iii. **Funding.** The Developer agrees to design and construct the Lift Station and Force Main and Off-Site Force Main, at the Developer's cost.
 - iv. **Timing.** Developer is responsible for providing all engineering plans and specifications for the Lift Station and Force Main, Off-Site Force Main and sanitary sewer conveyance system interior to the Tract to the City Engineer for review and approval prior to commencing construction. The Developer and the City understand that there are certain factors outside of both the Developer's and City's control. The City represents to Developer that all necessary rights of way and easements required for construction of the Off-Site Force Main have been acquired.
 - v. **Ownership.** The City will accept the Off-Site Force Main, for ownership and operation in accordance with the terms of the Utility Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.
- d. **Impact Fees.** The Developer agrees to pay impact fees for water supply facilities and wastewater treatment facilities ("Impact Fees") in the amount as stated in the City's current adopted Impact Fees, or as may be amended from time to time. The Developer will be assessed and pay Impact Fees at the time of the City's approval of the final plat for each section based on the number of connections in such plat.
 - e. **Drainage Facilities.** The Developer will submit a drainage study to the City prior to approval of construction plans. All drainage and detention facilities must be designed and constructed in accordance with the City Code and any applicable Montgomery County standards. The City agrees to allow culverts and public roads within public road right of way as restrictors or control structures for detention facilities. All onsite storm sewer systems and detention ponds will be designated as private facilities and owned and maintained by the Developer.

Section 2.2. Platting. The City acknowledges and agrees that it is the intent of the Developer to plat or replat the Property into one or more lots or reserves.

Section 2.3. Intentionally Omitted.

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

Section 2.5. Development Regulations. The City hereby designates the Tract as zoned multi-family residential lots. Developer agrees that the development of the Tract shall be in accordance with the City Code and the multi-family residential lots zoning designation.

Section 2.6. Minor Modifications. Minor modifications to the Developer's utility plan, thoroughfare plan, phasing plan or variances in development regulations are authorized under

this Agreement upon review and approval of the City Administrator, or its designee, and no amendment to this Agreement is required. A minor modification would include, but is not limited to, an adjustment in the alignment of a roadway, adjustment in lot sizes or densities that is less than 15% of such category, an adjustment or relocation of public utility infrastructure if approved by the City Administrator or its designee; or any modification that is an elaboration, refinement or clarification of this Agreement and deemed to be a minor modification by the City Administrator.

ARTICLE III. DEFAULT AND TERMINATION

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

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

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

Section 3.2. Notice of Developer's Default.

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

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

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

d. If the City determines that a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by Developer in a

manner and in accordance with a schedule reasonably satisfactory to the City, then the City may pursue any and all remedies it has at law or equity.

Section 3.3. Notice of City's Default.

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

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

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

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

Section 3.4. Remedies. In addition to all the rights and remedies provided under the laws of the State of Texas, because of the peculiar damage each party hereto might suffer by virtue of a default by another party, each party shall be entitled to the equitable remedy of specific performance or mandamus, as well as all other legal and equitable remedies available.

Section 3.5. Termination of Agreement. This Agreement shall terminate automatically in the event that Developer does not purchase the Tract within sixty (60) days after the Effective Date, and in such event, the Annexation Petition submitted by Landowner shall be automatically withdrawn and no further action relating to annexation by the City shall occur.

ARTICLE VI.
VOLUNTARY ANNEXATION

Section 4.1. Consent to Annexation of City. Landowner submitted the Annexation Petition to the City prior to the Effective Date, and by its execution of this Agreement, the City hereby approves the Annexation Petition. The City will annex the Tract into the corporate limits of the City within ten (10) days after the Developer closes on the purchase of the Tract and at such time the Annexation Tract shall be entitled to all the rights and privileges and bound by all regulations of the City.

ARTICLE VII.
MISCELLANEOUS

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

Section 6.2. Force Majeure. In the event a party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other parties as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

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

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

Section 6.4. No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 6.5. Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advise (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to another (except bills), must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and

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

If to the City, to:

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

With a copy to City attorney:

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

If to the Developer, to:

HCR Ventures, Ltd.
4001 West Sam Houston Parkway North Ste. 100
Houston, TX 77043
Attention: H. Chris Richardson

With a copy to:

C.K. Krauss PA
P.O. Box 674
Sorrento, FL 32776
Attention: Cindy K. Krauss

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

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

Section 6.7. Severability. The provisions of this Agreement are severable, and if any part of this Agreement or the application thereof to any person or circumstances shall ever be

held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of part of this Agreement to other persons or circumstances shall not be affected thereby.

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

Section 6.9. Recordation. The City shall record this Agreement and any amendments thereof in the deed records of Montgomery County. In addition, any assignments of this Agreement by the Developer shall be recorded in the deed records of Montgomery County, Texas, and the City expressly consents to the recording of any such assignments without the requirement that such assignments be executed by the City. This Agreement, when recorded, shall be a covenant running with the land and binding upon the Tract, the parties and their assignees during the term of this Agreement. However, this Agreement shall not be binding upon and shall not constitute any encumbrance to title as to any purchaser of a tract or lot within the Tract who does not intend to resell, subdivide or develop the tract or lot in the ordinary course of business.

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

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

(Signature Pages to Follow)

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

HCR VENTURES, LTD.,
a Texas limited partnership

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

By: _____
Name: H. Chris Richardson
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 2022, by H. Chris Richardson, Manager of HCRV Management, LLC, a Texas limited liability company, and general partner of HCR Ventures, Ltd., a Texas limited partnership.

Notary Public, State of Texas

(NOTARY SEAL)

CITY OF MONTGOMERY, TEXAS

Byron Sanford, Mayor

ATTEST:

Nicola Browe, City Secretary

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this _____ day of _____, 2022, by Byron Sanford, Mayor, City of Montgomery, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT "A"

METES AND BOUNDS

FIELD NOTE DESCRIPTION
33.012 ACRES
IN THE JOHN CORNER SURVEY, ABSTRACT NO. 8
MONTGOMERY COUNTY, TEXAS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "B"
ANNEXATION PETITION

[See attached.]

LANDOWNER ANNEXATION PETITION

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF MONTGOMERY, TEXAS, A GENERAL LAW MUNICIPALITY:

The undersigned owner(s) of the hereinafter described tract of land, which is vacant and without residents, hereby petitions your Honorable Body to extend the present City limits so as to include as part of the City of Montgomery, Texas (Local government Code Section 43.028) as the following territory, to wit:

Property Description

(Metes and Bounds and Site Map)

Attached as Exhibit "A"

The undersigned certifies that the above described land is contiguous and adjacent to the City of Montgomery, is not more than one-half (1/2) mile in width, is vacant and without residents, and on which fewer than three qualified voters reside. The undersigned hereby waives any and all requirements for public hearing(s), as may be prescribed by law.

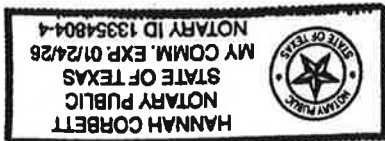
By: [Handwritten Signature]

By: _____

STATE OF TEXAS (
COUNTY OF MONTGOMERY (

Before me, the undersigned authority, on this day personally appeared JUSTIN DAY, and known to me to be PRESIDENT and whose name is subscribed to the foregoing instrument in that capacity and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 29th day of April, 2022.



[Handwritten Signature]

Notary Public, State of Texas

My Commission Expires: 1/24/26

EXHIBIT "C"
UTILITY AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

THIS AGREEMENT is made and entered into as of the date herein last specified, by and between the CITY OF MONTGOMERY, TEXAS (the "City"), a Type A general-law municipality located in Montgomery County, Texas, and HCR VENTURES, LTD., a Texas limited partnership (hereinafter, the term "Developer").

WITNESSETH:

WHEREAS, Developer is presently developing land for multi-family residential purposes, and, in connection therewith, Developer has entered into a development agreement with the City of Montgomery, Texas (the "Development Agreement").

WHEREAS, the Developer wishes to convey and City wishes to take title to a Water Line and Off-Site Force Main, which are the subject of the Development Agreement.

AGREEMENT

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

ARTICLE I
DEFINITIONS

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

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

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

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

“Development Agreement” shall mean that certain Development Agreement, dated _____, 2022, between the City and HCR Ventures, Ltd., a Texas limited partnership, as may be amended from time to time.

“Engineers” shall mean BGE, Inc., Attention: Bill Kotlan, consulting engineers, or its replacement, successor or assignee.

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

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

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

“Tract” means the 33.01 acres of land to be developed by Developer, as described in Exhibit A of the Development Agreement.

ARTICLE II DESCRIPTION, DESIGN AND CONSTRUCTION OF THE FACILITIES

2.01. Facilities. The Facilities shall be designed and constructed in compliance with all applicable requirements and criteria of the applicable Approving Bodies. All plans and specifications for the Facilities shall be submitted to the City for approval prior to construction. The plans and specifications shall be prepared in accordance with the applicable provision of the City Code, as they may be amended from time to time. The Developer shall not be required to design and construct the Facilities to requirements more stringent than the City’s requirements and criteria applicable to all design and

construction within the City's jurisdiction, unless required by State or Federal regulation or code.

2.02. Water Distribution and Supply Facilities. The Tract will consist of approximately 200 ESFCs necessitating 60,000 gpd of water capacity. The City represents to Developer that it has the capacity in its water treatment system to serve the Tract; however the Developer is required to fund the construction of certain improvements to the City's water supply system in order to provide sufficient pressure for the Tract. The Developer agrees to design and construct, at the Developer's cost, a 12" off-site waterline connecting to the City's existing 12" waterline, which shall be routed generally as shown on Exhibit C or such other route as is mutually agreed upon by the Parties ("Water Line"). The Water Line will be constructed in public right of way or easement and the City represents to Developer that all necessary public rights of way and easements for the construction of the Water Line have been acquired. The Water Line will be sized to serve the Tract. Developer is responsible for providing all engineering plans and specifications for the Water Line and for the water distribution system interior to the Tract to the City Engineer for review and approval prior to commencing construction. The City will accept such Water Line for ownership and operation in accordance with the terms of the Utility Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.

2.03. Wastewater Treatment Plant Facilities. The parties acknowledge that the Tract will be developed with ultimate wastewater requirements of 50,000 gpd to serve approximately 250 ESFCs. The Developer agrees to design and construct a private Lift Station and Force Main to serve the Tract as generally shown on Exhibit C (the "On-Site Lift Station and Force Main"). The Developer also agrees to design and construct an off-site Force Main to serve the Tract as generally shown on Exhibit C (the "Off-Site Force Main"). The On-Site Lift Station and Force Main and Off-Site Force Main, shall be sized to serve the Tract. The Developer will be responsible for all costs associated with the On-Site Lift Station and Force Main and Off-Site Force Main, including, but not limited to, design and construction costs. Developer is responsible for providing all engineering plans and specifications for the On-Site Lift Station and Force Main, Off-Site Force Main, and sanitary sewer conveyance system interior to the Tract to the City Engineer for review and approval prior to commencing construction. The City represents to Developer that all rights of way and easements necessary for the Off-Site Force Main have been acquired. The City will accept the Off-Site Force Main for ownership and operation in accordance with the terms of the Utility Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.

2.04. Impact Fees. The Developer agrees to pay impact fees for water supply facilities and wastewater treatment facilities ("Impact Fees") in the amount as stated in the City's current adopted Impact Fees, or as may be amended from time to time. The Developer will be assessed and pay Impact Fees at the time of the City's approval of the

final plat for each section based on the number of connections in such plat.

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

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

2.07. Intentionally Omitted.

2.08 Drainage Facilities. The Developer will submit a drainage study to the City prior to approval of construction plans. All drainage and detention Facilities must be designed and constructed in accordance with the City Code and any applicable Montgomery County standards. All onsite storm sewer systems will be designated be private facilities and owned and maintained by the Developer. Any detention ponds will not be accepted by the City but owned and maintained by the Developer.

2.09 Parks and Recreational Facilities. The Developer shall design and construct all park and recreational facilities to serve the Tract in accordance with the City Code and any applicable Montgomery County standards. Any park and recreational facilities will not be accepted by the City but owned and maintained by the Developer.

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

ARTICLE III OWNERSHIP, OPERATION AND MAINTENANCE OF FACILITIES

3.01. Ownership by the City. Once construction of the Water Line and Off-Site Force Main is completed and becomes operational, the Developer shall convey the same to the City, free and clear of all encumbrances.

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

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

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

ARTICLE IV REMEDIES IN EVENT OF DEFAULT

The parties hereto expressly recognize and acknowledge that a breach of this Agreement by either party may cause damage to the nonbreaching party for which there will not be an adequate remedy at law. Accordingly, in addition to all the rights and remedies provided by the laws of the State of Texas, in the event of a breach hereof by either party, the other party shall be entitled but not limited to the equitable remedy of

specific performance or a writ of mandamus to compel any necessary action by the breaching party. In the event that a party seeks a remedy as provided in this Article or any monetary damages as otherwise provided in this Agreement, the breaching party shall be required to pay for the non-breaching party's attorney's fees and court costs.

ARTICLE V MISCELLANEOUS PROVISIONS

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

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

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

If to the City, to:

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

With a copy to City attorney:

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

If to the Developer, to:

HCR Ventures, Ltd.
4001 West Sam Houston Parkway North Ste. 100
Houston, TX 77043
Attention: H. Chris Richardson

With a copy to:

C.K. Krauss PA
P.O. Box 674
Sorrento, FL 32776
Attn: Cindy K. Krauss

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

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

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

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

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

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

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

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

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

5.12. Term and Effect. This Agreement shall remain in effect until the expiration of thirty (30) years from the date hereof.

[EXECUTION PAGES FOLLOW.]

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

THE CITY OF MONTGOMERY, TEXAS

Mayor

ATTEST/SEAL:

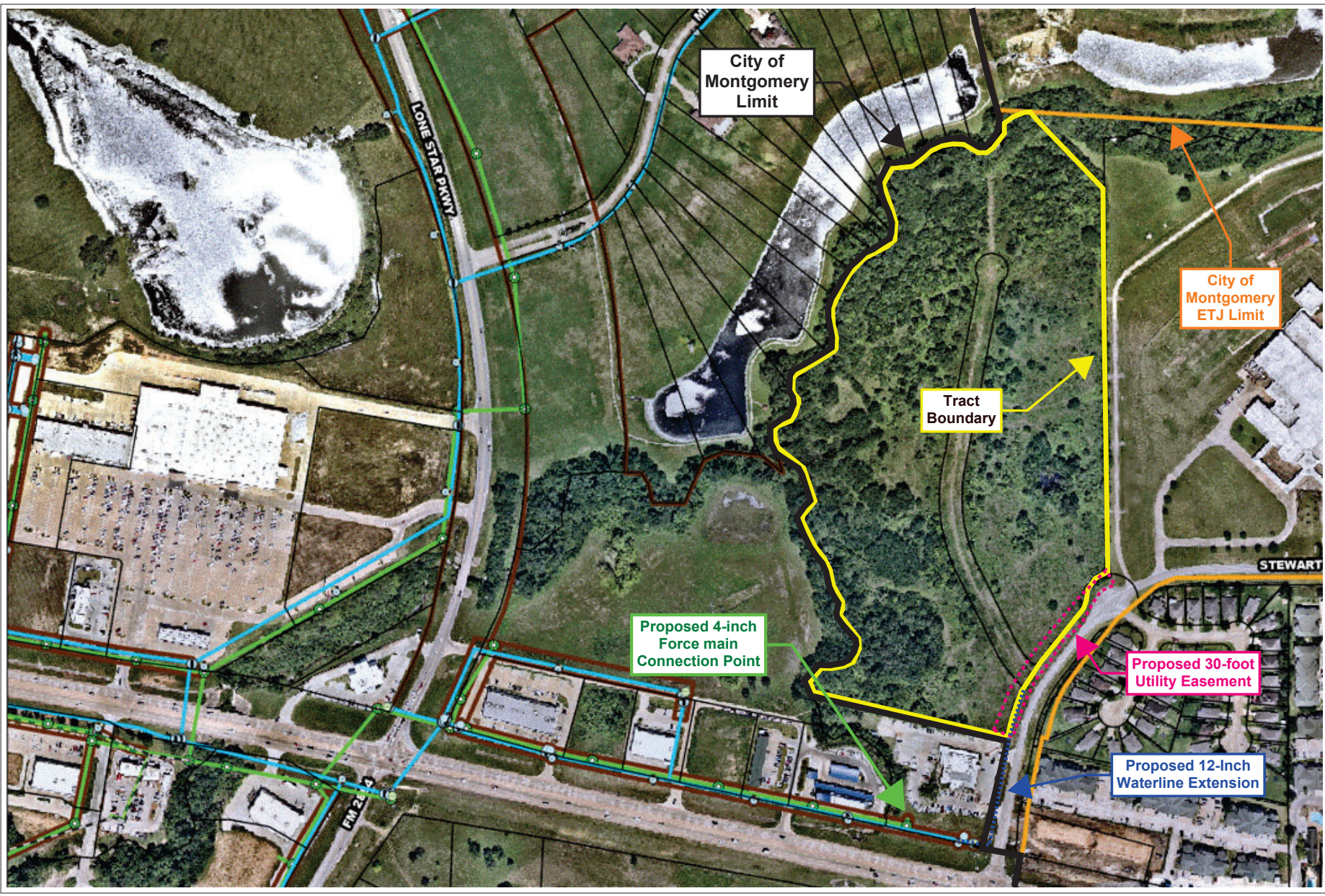
City Secretary

HCR VENTURES, LTD., Texas limited
partnership

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

By: _____
Name: H. Chris Richardson
Title: Manager

EXHIBIT "D"
UTILITY EXHIBIT
[See attached.]



Nantucket Housing Tract Boundary

City of Montgomery



0 0.5 1
SCALE: 1" = 285'

PROJECT SUMMARY:

Senior Living Phase:

Type	Description	Qty.	Area
A1	One Bedroom, 1 Bath	28	700 s.f.
A2	One Bedroom, 1 Bath	34	777 s.f.
A3	One Bedroom, 1 Bath	8	790 s.f.
A4	One Bedroom / Den, 1 Bath	27	948 s.f.
A5	One Bedroom / Den, 1 Bath	6	995 s.f.
Total One Bedroom Units		103 Units	
B1	Two Bedroom, 2 Bath	19	943 s.f.
B2	Two Bedroom, 2 Bath	9	1,014 s.f.
B3	Two Bedroom, 2 Bath	12	1,082 s.f.
B4	Two Bedroom, 2 Bath	4	1,120 s.f.
B5	Two Bedroom / Den, 2 Bath	18	1,120 s.f.
Total Two Bedroom Units		62 Units	
Project Total		165 Units	149,093 s.f.

Multi - Family Phase:

Type	Description	Qty.	Area
A1	One Bedroom, 1 Bath	58	689 s.f.
A2	One Bedroom, 1 Bath	60	776 s.f.
Total One Bedroom Units		118 Units	
B1	Two Bedroom, 2 Bath	54	968 s.f.
B2	Two Bedroom, 2 Bath	30	1,004 s.f.
Total Two Bedroom Units		84 Units	
C1	Three Bedroom, 2 Bath	18	1,175 s.f.
Total Three Bedroom Units		18 Units	
Project Total		220 Units	190,064 s.f.



STEWART CREEK MASTER PLAN

Mucasey & Associates, Architects

March 28, 2022



City Administrator's Report August 2022

City Administrator Search. The job posting closes on 9/25/22. SGR has received in excess of 25 applications that will be narrowed down to a list of semi-finalists by the City Council. Semi-finalists will be ranked by City Council following submission of written questions and recorded video questions and a list of finalists will be selected for in-person interviews conducted by City Council and SGR.

Annual Budget Adoption. The Department Directors and I would like to thank the City Council for their work and guidance on the FY 2022-2023 budget.

August Calendar Activities:

- 2 City Council meetings
- Planning & Zoning Meeting
- Budget Workshops #2 & #3
- Met with staff on a variety of topics
- Numerous developer and property owner meetings
- Biweekly Operations and Development calls with staff & consultants
- Coordination meetings with city engineers and Public Works Director
- HGAC City Manager's Summit (with City Secretary)
- Several meetings with GrantWorks on GLO grant activities

Upcoming Items:

- Updates to several chapters of the City Code of Ordinances
- Refining utility and building permit office processes (Incode 10 migration)
- Vacation October 24 – November 2

UTILITY/GENERAL FUND REPORT – AUGUST 2022

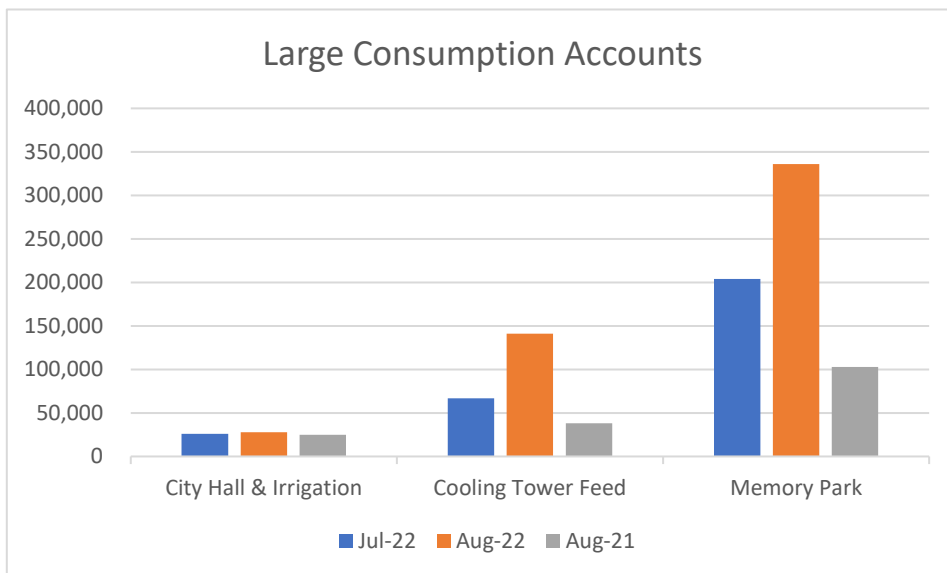
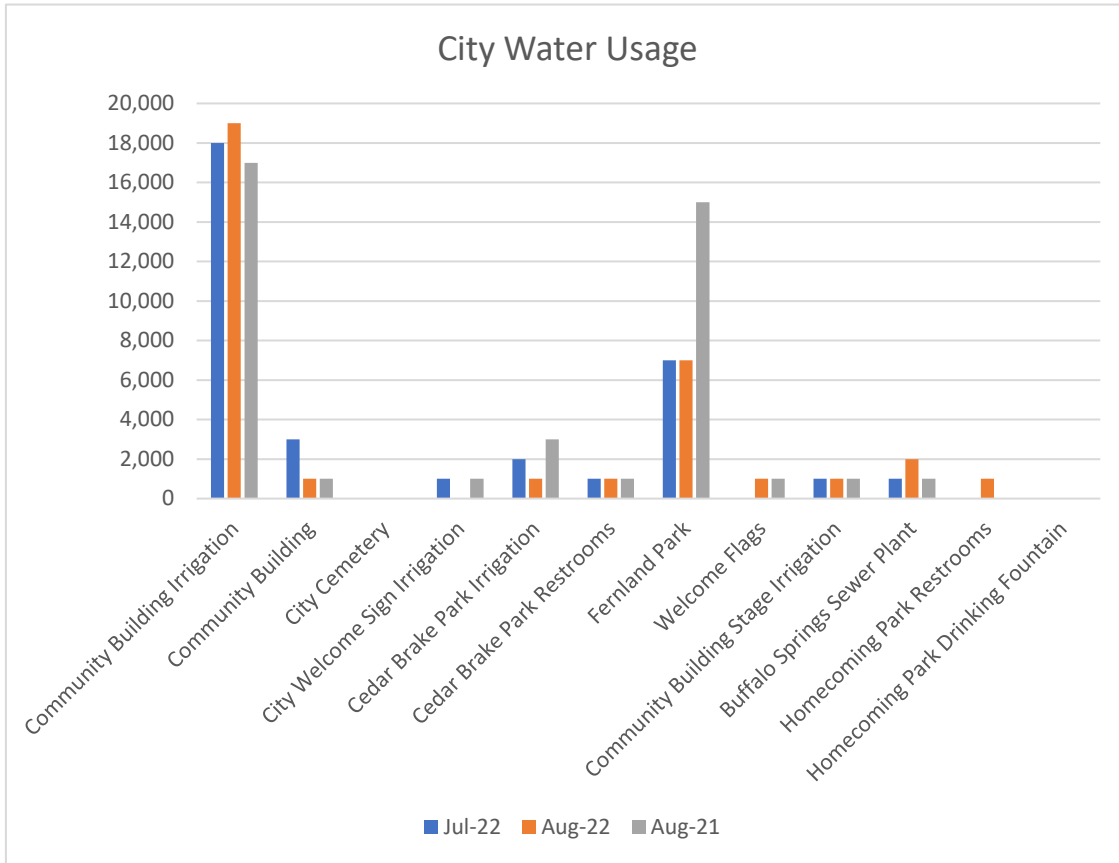
TOTAL REVENUE	
Utilities	\$267,211.31
Permits	\$28,539.50
Vendor/ Sign Permit	\$190.00
Miscellaneous	\$2,245.15
PD Reimbursements	\$2,001.00
Escrow Fees	\$104,000.00
Row Fees	\$1,487.80
Culvert	\$904.53
Quilt Walk	\$275.00
Online Transaction Fees Web Payments	\$460.00
Monthly Total:	\$407,314.29

ARREARS			
	60 Days	90 Days	120+ Days
Number of Accounts	2	1	36
Amount	\$191.98	\$53.13	\$5,250.19
GRAND TOTAL:			\$5,495.30

PERMITS	
Type	Permit Total
Building-Residential	4
Plumbing	19
Irrigation	11
Generator	1
Building-Commercial	6
Solar	3
Pool	1
Sign	1
Mechanical	21
Electrical	22
TOTAL	89

UTILITIES	
New Water Accts.	23
Disconnected Water Accts.	22
Total Number of Active Accts.	1035

CITY ACCOUNT WATER USAGE				
ACCOUNT NAME	ACCT #	Jul-22	Aug-22	Aug-21
Community Building Irrigation	(01-8732-00)	18,000	19,000	17,000
Community Building	(01-0130-00)	3,000	1,000	1,000
City Cemetery	(01-1110-00)	0	0	0
City Welcome Sign Irrigation	(01-8733-00)	1,000	0	1,000
Cedar Brake Park Irrigation	(01-8736-00)	2,000	1,000	3,000
Cedar Brake Park Restrooms	(01-8735-00)	1,000	1,000	1,000
Ferland Park	(01-8737-00)	7,000	7,000	15,000
Welcome Flags	(01-8734-00)	0	1,000	1,000
Community Building Stage Irrigation	(01-6180-00)	1,000	1,000	1,000
Buffalo Springs Sewer Plant	(01-8821-00)	1,000	2,000	1,000
Homecoming Park Restrooms	(01-8820-00)	0	1,000	0
Homecoming Park Drinking Fountain	(01-8738-00)	0	0	0
City Hall & Irrigation	(01-6190-00)	26,000	28,000	25,000
Cooling Tower Feed	(01-0355-00)	67,000	141,000	38,000
Memory Park	(01-5885-00)	204,000	336,000	103,000





CITY OF MONTGOMERY, TEXAS

Sales and Use Tax Allocation Report

September 2022

Sales Taxpayer Information through September

A review of the monthly reports provided by the Comptroller of Public Accounts reflects **5,906** active taxpayer accounts coded to the City of Montgomery. Many of the accounts are either E-Commerce related, or are coded as active but have not made a sale yet, and therefore are not reflected in the monthly report(s).

Total Sales Tax Payers by Month

YEAR	MONTH	SALES TAX FILERS
2021	September	2,045
2021	October	2,058
2021	November	2,207
2021	December	2,098
2022	January	2,232
2022	February	2,296
2022	March	2,157
2022	April	2,147
2022	May	2,365
2022	June	2,154
2022	July	2,195
2022	August	2,385
2022	September	2,213

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: 2,196
8% increase in taxpayers over **September 2021**

Sales Tax Allocations through September 2022

Reviewing the past twelve month reporting period, the City of Montgomery sales tax receipts were derived from an average of **2,195** taxpayers filing local tax returns each month with **August 2022** reflecting the highest taxpayer count of **2,385**.

Top 25 Sales Tax Filers - Twelve Months Combined

No.	Permit Name	NAICS
1	MCCOY'S BUILDING SUPPLY CENTER #113	444190
2	KROGER # 142	445110
3	CHICK-FIL-A AT 105 & LONESTAR PKWY. FSR	722513
4	ENTERGY TEXAS INC.	221122
5	PIZZA SHACK	722511
6	BROOKSHIRE BROTHERS #73	445110
7	RISE COLLECTIVE LLC	236220
8	STEELFAB INC.	
9	GOOGLE LLC	518210
10	JIM'S HARDWARE INC.	444130
11	MCDONALD'S 25405	722513
12	PET SUPPLIES PLUS #4134	453910
13	O'REILLY AUTO PARTS #1838	441310
14	AMAZON.COM SERVICES INC (MARKETPLACE)	454110
15	CHEWY INC.	453910
16	AT&T #R1AS	517312
17	EXPRESSWAY	447110
18	STARBUCKS COFFEE #62996	722515
19	HAWK INSTALLATION AND CONSTRUCTION INC.	238292
20	BFI WASTE SERVICES OF TEXAS LP	562111
21	PANDA EXPRESS #3466	722513
22	SUMMIT PRECAST CONCRETE LLC	237310
23	INTUIT INC.	334614
24	ALLEYTON RESOURCE COMPANY LLC	212321
25	RANSOM'S	722410

Top 25 Sales Tax Filers - September 2022

No.	Permit Name	NAICS
1	MCCOY'S BUILDING SUPPLY CENTER #113	444190
2	MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION	221122
3	CHICK-FIL-A AT 105 & LONESTAR PKWY. FSR	722513
4	SEALE OIL TOOLS LLC	213111
5	AMAZON.COM SERVICES INC (MARKETPLACE)	454110
6	RISE COLLECTIVE LLC	236220
7	PIZZA SHACK	722511
8	GOOGLE LLC	518210
9	AMAZON.COM SERVICES LLC	454110
10	JIM'S HARDWARE INC.	444130
11	K. HOVNIANIAN OF HOUSTON II L.L.C.	236115
12	KW INTERNATIONAL LLC	333132
13	CISCO SYSTEMS INC.	334220
14	MCDONALD'S 25405	722513
15	O'REILLY AUTO PARTS #1838	441310
16	PET SUPPLIES PLUS #4134	453910
17	BILFINGER INC.	236220
18	BUILDERS FIRSTSOURCE - TEXAS INSTALLED SALES LLC	236116
19	AT&T #R1AS	517312
20	EXPRESSWAY	447110
21	CHEWY INC.	453910
22	INTERCOOL USA LLC	811310
23	BFI WASTE SERVICES OF TEXAS LP	562111
24	CAMPBELL CONCRETE & MATERIALS LLC	327320
25	STARBUCKS COFFEE #62996	722515

September 2022 | August 2022 Top 25 Taxpayer Comparison

September 2022

Non-Quarterly Filer Month

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

August 2022

Quarterly Filer Month

1	KROGER # 142
2	MCCOY'S BUILDING SUPPLY CENTER #113
3	ENTERGY TEXAS INC.
4	BROOKSHIRE BROTHERS #73
5	CHICK-FIL-A AT 105 & LONESTAR PKWY. FSR
6	SUMMIT PRECAST CONCRETE LLC
7	PIZZA SHACK
8	TEXAS EASTERN TRANSMISSION LP
9	GOOGLE LLC
10	BUILDERS FIRSTSOURCE - TEXAS INSTALLED SALES LLC
11	JIM'S HARDWARE INC.
12	MCDONALD'S 25405
13	PET SUPPLIES PLUS #4134
14	O'REILLY AUTO PARTS #1838
15	CHEWY INC.
16	K. HOVNANIAN OF HOUSTON II L.L.C.
17	RANSOM'S
18	BFI WASTE SERVICES OF TEXAS LP
19	AMAZON.COM SERVICES INC (MARKETPLACE)
20	EXPRESSWAY
21	AT&T #R1AS
22	MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION
23	STARBUCKS COFFEE #62996
24	INTERCOOL USA LLC
25	AUTOZONE #6044

September 2022 | 2021 Comparison

Receipts of Sales Tax Were as Follows:	September 2022	September 2021
	\$351,555.11	\$273,783.75

Total Sales Tax Allocations Received:	2022 FYTD	2022 Budget	% of Budget
	\$4,648,109.80	\$4,300,000.00	108%

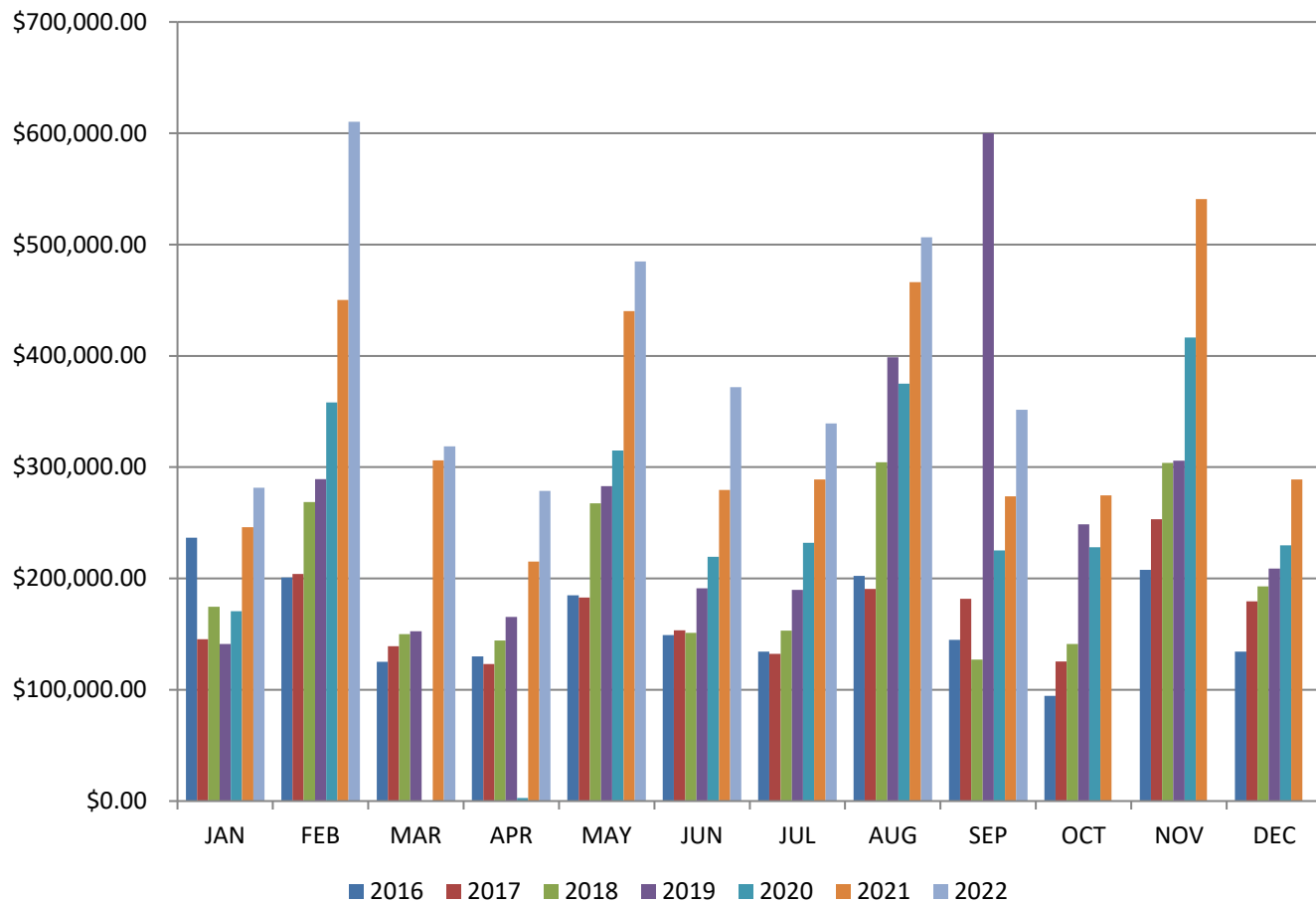
Fiscal Year Date Range: October-September

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				
\$2,661,447.47	\$3,840,647.17				

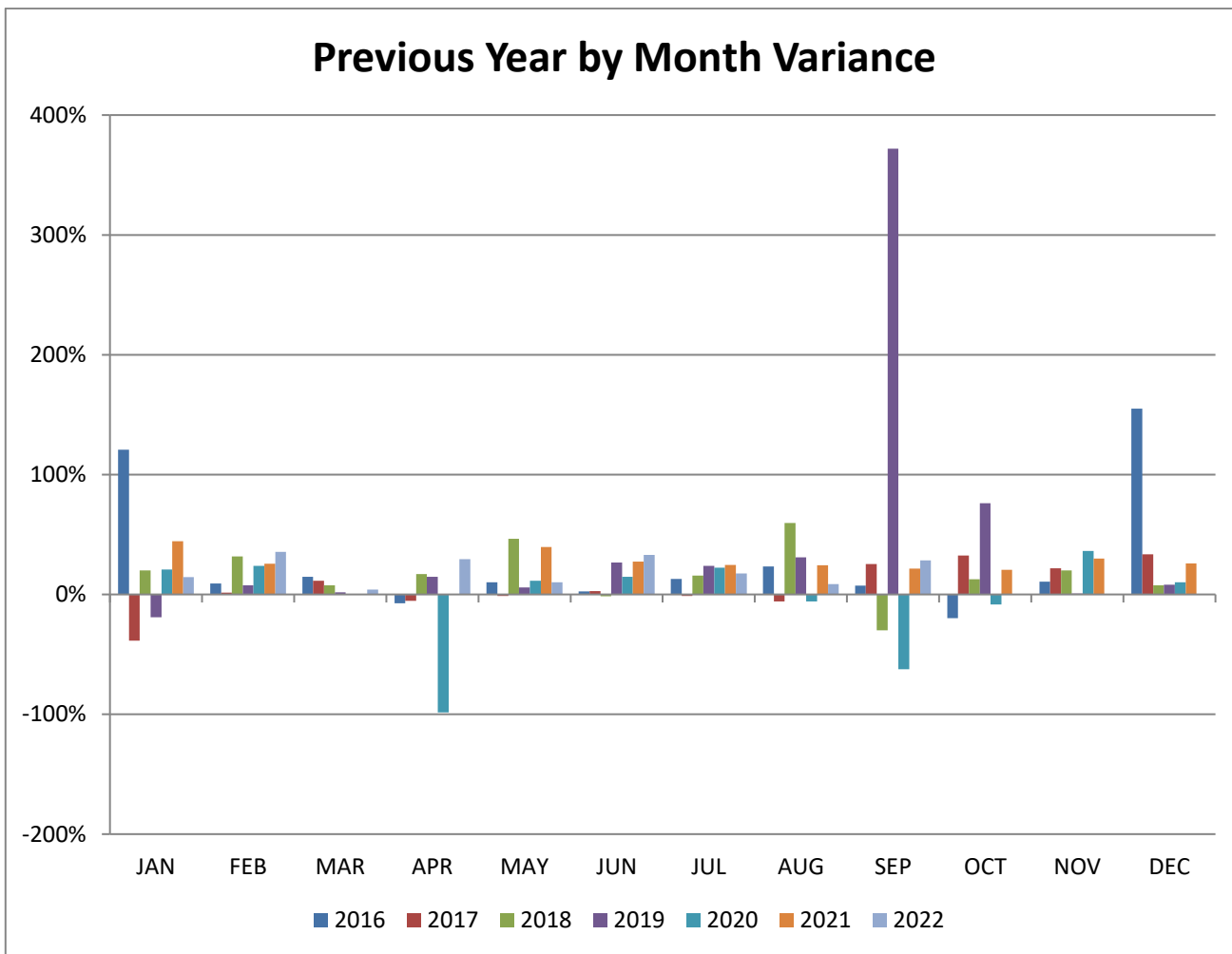
Total Allocations, 1995-Present
\$40,597,586.29

Calendar Year 2022 Sales Tax Averages		Calendar Year 2021 Sales Tax Averages	
Total: \$3,543,429.30		Total: \$4,071,078.89	
Mean Allocation:	\$393,714.37	Mean Allocation:	\$339,256.57
Median Allocation:	\$351,555.11	Median Allocation:	\$288,918.62

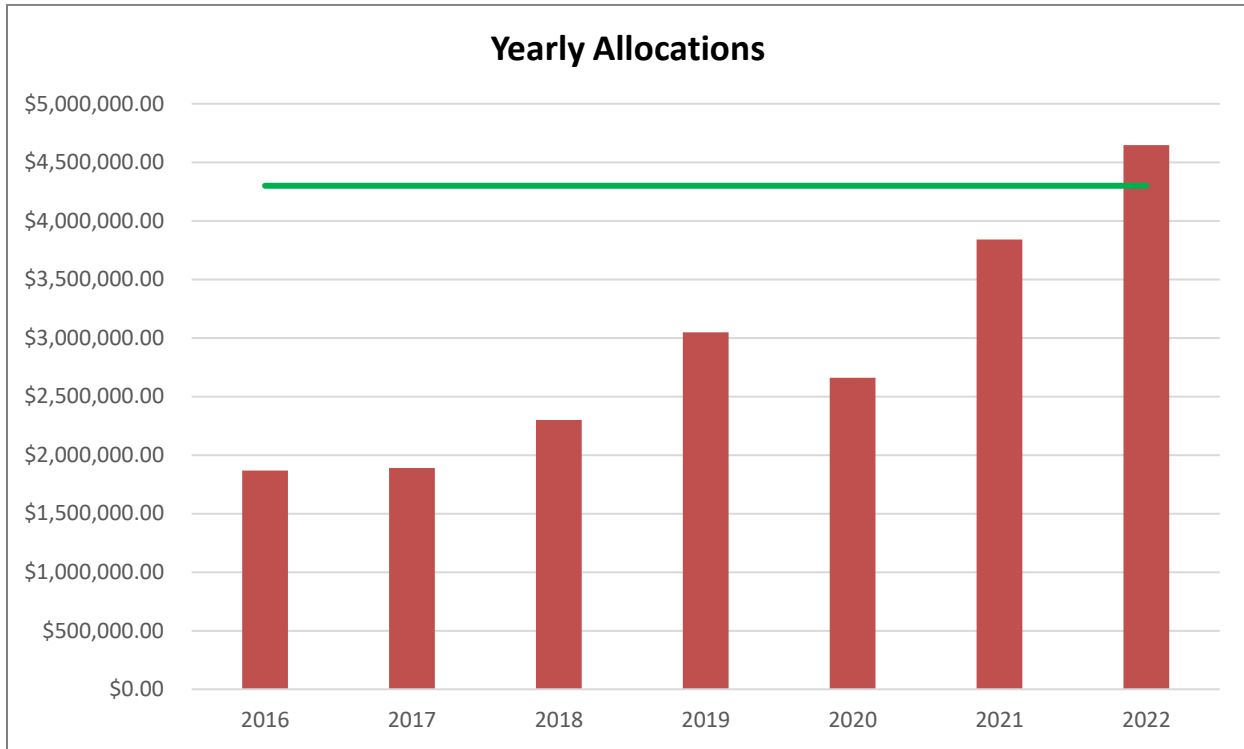
Monthly Allocations



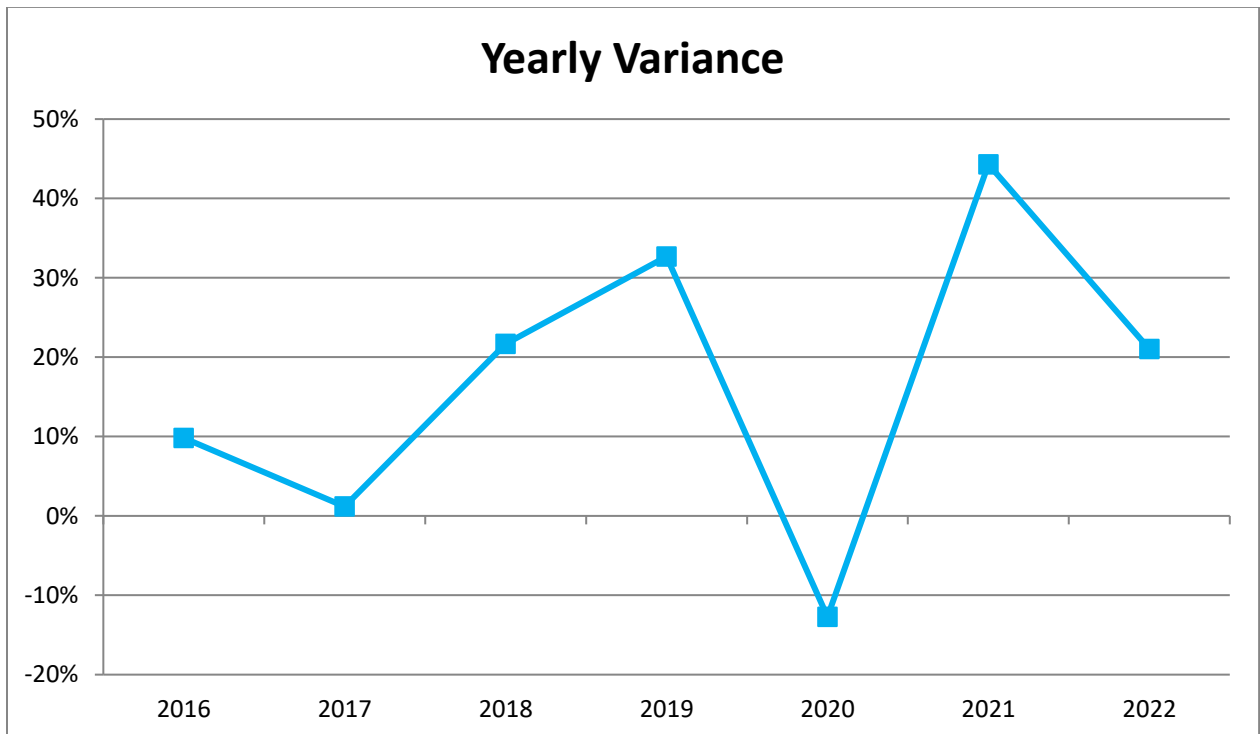
	2016	2017	2018	2019	2020	2021	2022
JAN	\$236,764.92	\$145,488.55	\$174,487.10	\$141,238.00	\$170,531.07	\$246,166.57	\$281,476.57
FEB	\$200,985.71	\$204,006.24	\$268,635.98	\$289,215.49	\$358,073.66	\$450,079.02	\$610,440.11
MAR	\$125,057.26	\$139,225.65	\$149,964.30	\$152,607.97	\$0.00	\$306,201.64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

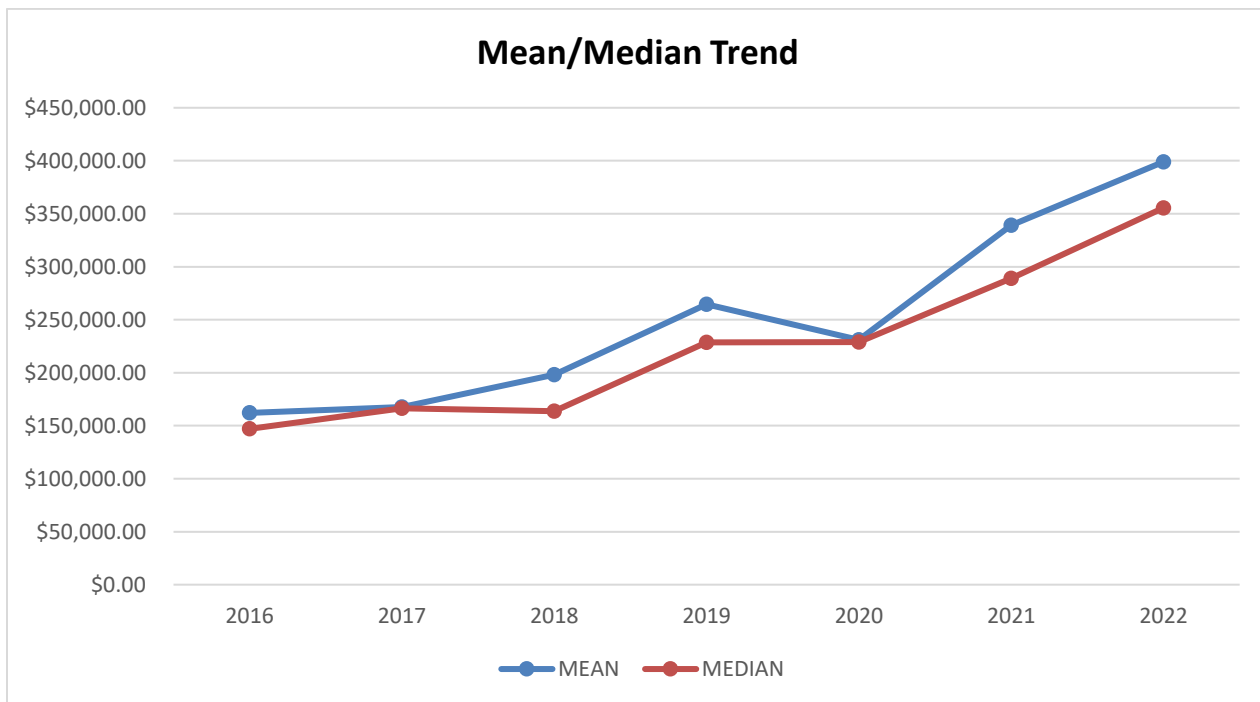


	2016	2017	2018	2019	2020	2021	2022
JAN	121%	-39%	20%	-19%	21%	44%	14%
FEB	9%	2%	32%	8%	24%	26%	36%
MAR	15%	11%	8%	2%	N/A	N/A	4%
APR	-7%	-5%	17%	15%	-98%	N/A	29%
MAY	10%	-1%	46%	6%	11%	40%	10%
JUN	3%	3%	-1%	27%	15%	27%	33%
JUL	13%	-1%	16%	24%	22%	25%	17%
AUG	23%	-6%	60%	31%	-6%	24%	9%
SEP	7%	25%	-30%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

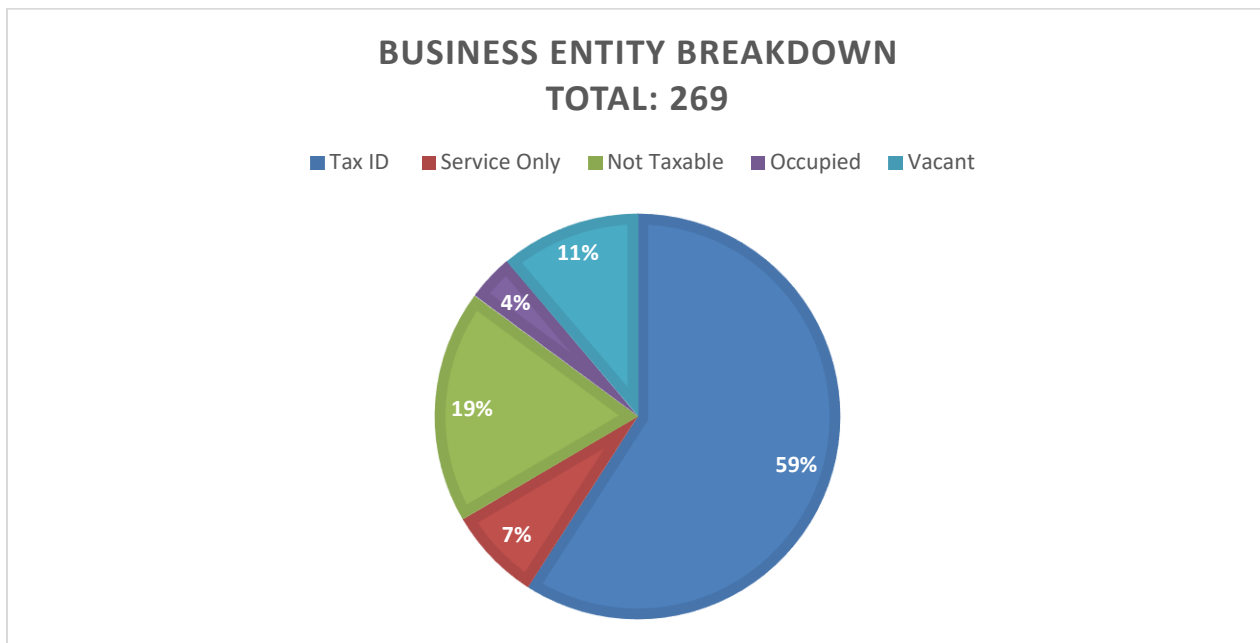


FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022
\$1,867,030.18	\$1,889,285.60	\$2,298,289.34	\$3,049,090.59	\$2,661,447.47	\$3,840,647.17	\$4,648,109.80
10%	1%	22%	33%	-13%	44%	21%





	2016	2017	2018	2019	2020	2021	2022
Mean	\$162,083.23	\$167,541.51	\$198,194.66	\$264,550.20	\$231,029.67	\$339,256.57	\$393,714.37
Median	\$147,024.55	\$166,322.71	\$163,821.97	\$228,700.29	\$228,845.67	\$288,918.62	\$351,555.11



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
Financial Report
8/31/2022

**CITY OF MONTGOMERY
ACCOUNT BALANCES 08-31-2022
For Meeting of September 27, 2022**

	<u>CHECKING ACCT BALANCES</u>	<u>PRIOR MONTH END INVESTMENTS</u>	<u>TOTAL FUNDS AVAILABLE</u>
<u>GENERAL FUNDS</u>			
OPERATING FUND #1017375	\$ 780,850.63		\$ 780,850.63
HOME GRANT FUNDS /COPS UNIVERSAL #1032895	\$ 10.00		\$ 10.00
ESCROW FUND #1025873	\$ -		\$ -
PARK FUND #7014236	\$ -		\$ -
POLICE DRUG & MISC FUND #1025675	\$ 10,677.72		\$ 10,677.72
INVESTMENTS - GENERAL FUND		\$ -	\$ -
TEXPOOL - GENERAL FUND # 00003		\$ 1,216,690.03	\$ 1,216,690.03
TEXPOOL - RESERVE FUND # 00001		\$ 356,094.49	\$ 356,094.49
TOTAL GENERAL FUND	\$ 791,538.35	\$ 1,572,784.52	\$ 2,364,322.87
<u>CONSTRUCTION FUND</u>			
BUILDING FUND #1058528	\$ -		\$ -
CONSTRUCTION ACCOUNT #1058544	\$ 575,956.87		\$ 575,956.87
BOK FINANCIAL SERIES 2017A	\$ 103,222.92		\$ 103,222.92
BOK FINANCIAL SERIES 2017B	\$ 209,620.48		\$ 209,620.48
TEXPOOL - AMERICAN RESCUE PLAN # 00009		\$ 169,486.58	\$ 169,486.58
TEXPOOL - INFRASTRUCTURE # 0011		\$ 46,935.11	\$ 46,935.11
TEXPOOL - MOBILITY # 0012		\$ 10,050.26	\$ 10,050.26
TEXPOOL - BUILDING # 0013		\$ 715,935.42	\$ 715,935.42
INVESTMENTS - CONSTRUCTION		\$ -	\$ -
TOTAL CONSTRUCTION FUND	\$ 888,800.27	\$ 942,407.37	\$ 1,831,207.64
<u>DEBT SERVICE FUND</u>			
DEBT SERVICE FUND #7024730	\$ 107,110.79		\$ 107,110.79
TEXPOOL DEBT SERVICE # 00008	\$ -	\$ 519.87	\$ 519.87
TOTAL DEBT SERVICE FUND	\$ 107,110.79	\$ 519.87	\$ 107,630.66
<u>COURT SECURITY FUND</u> #1070580			
	\$ 3,491.77	\$ -	\$ 3,491.77
<u>COURT TECHNICAL FUND</u> #1058361			
	\$ 37,817.49	\$ -	\$ 37,817.49
<u>GRANT FUND</u>			
HOME GRANT ACCOUNT #1059104	\$ 10.00		\$ 10.00
GRANT ACCOUNT #1048479	\$ 10.00		\$ 10.00
TOTAL GRANT FUND	\$ 20.00	\$ -	\$ 20.00
<u>HOTEL OCCUPANCY TAX FUND</u> #1025253			
	\$ 20,415.34	\$ -	\$ 20,415.34
<u>MEDC</u>			
CHECKING ACCOUNT #1017938	\$ 430,122.10		\$ 430,122.10
TEXPOOL - MEDC # 00006		\$ 1,090,776.85	\$ 1,090,776.85
TEXPOOL - MEDC # 00005		\$ 302,801.72	\$ 302,801.72
TEXPOOL - MEDC # 00010		\$ 201,021.00	\$ 201,021.00
TOTAL MEDC	\$ 430,122.10	\$ 1,594,599.57	\$ 2,024,721.67
<u>POLICE ASSET FORFEITURES</u> #1047745			
	\$ 13,255.64		\$ 13,255.64
<u>UTILITY FUND</u>			
UTILITY FUND #1017383	\$ 575,938.78		\$ 575,938.78
INVESTMENTS - UTILITY FUND		\$ -	\$ -
TEXPOOL - UTILITY FUND # 00002		\$ 1,764,392.59	\$ 1,764,392.59
TOTAL UTILITY FUND	\$ 575,938.78	\$ 1,764,392.59	\$ 2,340,331.37
TOTAL ALL FUNDS	\$ 2,868,510.53	\$ 5,874,703.92	\$ 8,743,214.45
<u>INVESTMENTS</u>			
TEXPOOL - GENERAL FUND			\$ 1,572,784.52
INVESTMENTS - GENERAL FUND			\$ -
TEXPOOL - CONST # 00009			\$ 169,486.58
TEXPOOL - CONST # 00011			\$ 46,935.11
TEXPOOL - CONST # 00012			\$ 10,050.26
TEXPOOL - CONST # 00013			\$ 715,935.42
TEXPOOL - DEBT SERVICE # 00008			\$ 519.87
TEXPOOL - MEDC			\$ 1,090,776.85
INVESTMENTS - MEDC			\$ 302,801.72
INVESTMENTS - MEDC			\$ 201,021.00
TEXPOOL - UTILITY			\$ 1,764,392.59
INVESTMENTS - UTILITY			\$ -
TOTAL ALL INVESTMENTS			\$ 5,874,703.92

*Note:

List of Disbursements / Receipts - City of Montgomery for period 08/01 to 08/31/2022

Account	Transaction Type / Check #	Description	Amount
Fund: 100 - General Fund			
Cash In Bank - General Fund			
Post Date	Transaction Type / Check #	Description	Amount
08/10/2022	Transfer	To Move Posted August EFTPS Payment to July 2022	\$ 18,685.71
08/16/2022	Transfer	MEDC Transfer to General Fund for Movie Night 2022	\$ 2,287.64
08/30/2022	Transfer	Transfer From Ct. Security	\$ 1,900.00
08/31/2022	Transfer	Transfer From Ct. Security	\$ 75.00
08/31/2022	Transfer	Transfer From Ct. Security	\$ 75.00
08/31/2022	Transfer	Transfer from Ct. Tech	\$ 3,400.00
08/31/2022	Transfer	Admin Transfer to General Fund - August 2022	\$ 4,583.33
08/31/2022	Transfer	Transfer from MEDC	\$ 952.32
08/31/2022	Transfer	Transfer from MEDC	\$ 47.99
08/31/2022	Transfer	Transfer from Utility Fund	\$ 13,425.05
08/31/2022	Transfer	Transfer from Utility Fund	\$ 26.00
08/31/2022	Transfer	Transfer from Utility Fund	\$ 1,011.03
08/31/2022	Transfer	Transfer from Utility Fund	\$ 405.69
08/31/2022	Transfer	Transfer from Utility Fund	\$ 500.00
08/31/2022	Transfer	Transfer from Utility Fund	\$ 8,059.71
08/31/2022	Transfer	Transfer from Utility Fund	\$ 177.08
08/31/2022	Transfer	Transfer from Utility Fund	\$ 15.86
08/31/2022	Transfer	Transfer from Utility Fund	\$ 1,620.02
08/31/2022	Transfer	Transfer from Utility Fund	\$ 14,409.13
08/31/2022	Transfer	Transfer from Utility Fund	\$ 13,262.35
08/31/2022	Transfer	Transfer from Utility Fund	\$ 26.00
08/31/2022	Transfer	Transfer from Utility Fund	\$ 955.19
08/31/2022	Transfer	Transfer from Utility Fund	\$ 977.47
08/10/2022	Deposit	August 2022 Sales Tax Allocation	\$ 506,663.87
08/19/2022	Deposit	Beverage Tax August 2022	\$ 2,051.96
08/31/2022	Deposit	Centerpoint Franchise Fees	\$ 862.90
08/31/2022	Deposit	STEP Grant Reimbursement	\$ 504.54
08/31/2022	Deposit	STEP Grant Reimbursement	\$ 998.84
08/31/2022	Deposit	Tax Activity August 2022	\$ 578.78
08/31/2022	Deposit	Tax Activity August 2022	\$ 227.50
08/31/2022	Deposit	Tax Activity August 2022	\$ 4.76
08/31/2022	Deposit	Tax Activity August 2022	\$ 3,147.22
08/31/2022	Deposit	Miscellaneous Deposits August 2022	\$ 139,707.98
08/31/2022	Deposit	Court Deposits August 2022 - O/S	\$ 333.90
08/31/2022	Deposit	Court Deposits August 2022	\$ 30,493.34
		Total Receipts	\$ 772,453.16
08/02/2022	32512	Trent Lozano - VOID	\$ -
08/02/2022	32662	Carpets of Tomball - VOID	\$ -
08/02/2022	32663	City of Montgomery - Utility Fund	\$ (2,880.01)
08/02/2022	32664	Coburn's Conroe Inc.	\$ (477.48)
08/02/2022	32665	Conroe Courier.	\$ (34.00)
08/02/2022	32666	Iron Mountain	\$ (173.87)
08/02/2022	32667	Kologik	\$ (1,200.00)
08/02/2022	32668	Lone Star Recreation	\$ (22,315.00)
08/02/2022	32669	OCS	\$ (4,000.00)
08/02/2022	32670	Office Pride	\$ (1,316.24)
08/02/2022	32671	Omnibase Services of Texas, LP	\$ (270.00)
08/02/2022	32672	Rachel Clark.	\$ (206.50)
08/02/2022	32673	Rick Hanna, CBO	\$ (9,847.37)
08/02/2022	32674	Sales Revenue, Inc.	\$ (1,400.00)
08/02/2022	32675	Top Notch Leveling & Construction LLC	\$ (1,600.00)
08/02/2022	32676	UniFirst Holdings, Inc.	\$ (458.16)
08/02/2022	32677	Carpets of Tomball - VOID	\$ -
08/02/2022	32678	Impact Promotional Services LLC	\$ (2,683.53)
08/02/2022	32679	OCS	\$ (321.00)
08/02/2022	32680	O'Reilly Automotive, Inc.	\$ (16.99)
08/02/2022	32681	TEEX	\$ (500.00)
08/02/2022	32682	The Mail Stop	\$ (95.14)
08/12/2022	32683	Laurence Daspit	\$ (128.66)
08/10/2022	32684	Amazon Capital Services	\$ (536.51)
08/10/2022	32685	City of Conroe	\$ (639.47)
08/10/2022	32686	Consolidated Communications	\$ (1,484.33)
08/10/2022	32687	Entergy	\$ (2,397.15)
08/10/2022	32688	Fastest Labs - The Woodlands	\$ (85.00)
08/10/2022	32689	Houston Chronicle	\$ (275.40)
08/10/2022	32690	Larry Evans	\$ (75.00)
08/10/2022	32691	Municipal Accounts & Consulting, L.P.	\$ (5,213.50)
08/10/2022	32692	Optiquet Internet Services, Inc	\$ (154.33)
08/10/2022	32693	TML - IRP	\$ (19,131.22)
08/10/2022	32694	Verizon	\$ (372.95)
08/18/2022	32695	Anthony Lasky	\$ (104.03)
08/18/2022	32696	Card Service Center	\$ (7,561.33)
08/18/2022	32697	Carpets of Tomball	\$ (1,900.00)
08/18/2022	32698	Chad Peace	\$ (1,000.00)
08/18/2022	32699	Clay Alexander	\$ (150.00)
08/18/2022	32700	Cody's Lawn Service LLC	\$ (12,245.65)
08/18/2022	32701	Crown Paper and Chemical Inc.	\$ (995.45)
08/18/2022	32702	Entergy	\$ (1,092.15)
08/18/2022	32703	GC Electric	\$ (350.00)
08/18/2022	32704	Jim's Hardware	\$ (953.51)
08/18/2022	32705	John Wiesner Inc.	\$ (2,217.73)
08/18/2022	32706	LDC	\$ (38.69)
08/18/2022	32707	Montgomery Central Appraisal District	\$ (2,430.67)
08/18/2022	32708	Nathaniel L. Graves.	\$ (324.50)
08/18/2022	32709	OCS	\$ (1,012.56)

08/18/2022	32710	Quiddity Engineering LLC	\$ (600.00)
08/18/2022	32711	Rick Hanna, CBO	\$ (9,345.86)
08/18/2022	32712	Tyler Technologies	\$ (3,441.00)
08/18/2022	32713	ULINE, INC.	\$ (127.50)
08/18/2022	32714	Verizon Connect NWF, Inc	\$ (80.95)
08/18/2022	32715	Weisinger Materials, Inc.	\$ (2,990.00)
08/18/2022	32716	Wex Bank	\$ (5,195.44)
08/26/2022	32717	Laurence Daspit	\$ (192.99)
08/25/2022	32718	Aflac	\$ (1,383.72)
08/25/2022	32719	Always Answer	\$ (63.50)
08/25/2022	32720	Amazon Capital Services	\$ (948.44)
08/25/2022	32721	Auto Trust Repairs	\$ (69.99)
08/25/2022	32722	Blackboard Inc.	\$ (5,000.00)
08/25/2022	32723	Buckalew Chevrolet, L.P.	\$ (722.62)
08/25/2022	32724	CivicPlus	\$ (230.50)
08/25/2022	32725	Consolidated Communications	\$ (145.79)
08/25/2022	32726	Gordon B. Dudley, Jr.	\$ (900.00)
08/25/2022	32727	Impact Promotional Services LLC	\$ (63.50)
08/25/2022	32728	Interstate All Battery Center	\$ (181.79)
08/25/2022	32729	Johnson Petrov LLP	\$ (9,294.37)
08/25/2022	32730	Larry Evans	\$ (75.00)
08/25/2022	32731	Medical Air Services Association	\$ (140.00)
08/25/2022	32732	Michael Shirley	\$ (900.00)
08/25/2022	32733	Northwest Pest Patrol	\$ (845.16)
08/25/2022	32734	O'Reilly Automotive Inc	\$ (92.13)
08/25/2022	32735	Petty Cash	\$ (347.51)
08/25/2022	32736	Playcore Group Inc. & Subsidiaries	\$ (3,660.78)
08/25/2022	32737	SGR-Strategic Govt Resource, Inc.	\$ (8,527.43)
08/25/2022	32738	SIRCHIE	\$ (265.50)
08/25/2022	32739	Stowe's Collision Repair LLC	\$ (351.50)
08/25/2022	32740	TML-Health	\$ (25,455.92)
08/25/2022	32741	ULINE, INC.	\$ (150.23)
08/25/2022	32742	Ultimate Lighting Solutions, LLC	\$ (760.00)
08/25/2022	32743	Ward, Getz and Associates	\$ (35,730.00)
08/31/2022	32744	Amazon Capital Services	\$ (1,138.21)
08/31/2022	32745	City of Montgomery - Utility Fund	\$ (4,543.83)
08/31/2022	32746	Home Depot	\$ (441.70)
08/31/2022	32747	Royce Van Janik	\$ (4,329.40)
08/31/2022	32748	Sam's Club	\$ (74.83)
08/31/2022	32749	Thomas Printing & Publishing	\$ (780.33)
08/31/2022	32750	TMRS	\$ (26,634.54)
08/31/2022	32751	Chad Peace	\$ (1,000.00)
08/31/2022	32752	Diana Cooley.	\$ (125.00)
08/31/2022	32753	Municipal Accounts & Consulting, L.P.	\$ (3,821.04)
08/31/2022	32754	Nicola Browe	\$ (450.62)
08/31/2022	32755	Perdue, Brandon, Fielder, Collins, & Mott	\$ (3,948.95)
08/31/2022	32756	Royce Van Janik	\$ (720.00)
08/31/2022	32757	Rick Hanna, CBO	\$ (11,677.63)
08/31/2022	32758	Ron Cox Consulting	\$ (4,445.14)
08/31/2022	32759	Sales Revenue, Inc.	\$ (1,400.00)
08/03/2022	ACH	EFTPS	\$ (2,230.42)
08/03/2022	ACH	EFTPS	\$ (9,537.22)
08/03/2022	ACH	EFTPS	\$ (6,918.07)
08/12/2022	ACH	Office of the Attorney General	\$ (1,205.54)
08/15/2022	ACH	UBEO LLC	\$ (2,015.00)
08/17/2022	ACH	EFTPS	\$ (2,262.60)
08/17/2022	ACH	EFTPS	\$ (9,674.74)
08/17/2022	ACH	EFTPS	\$ (7,142.48)
08/26/2022	ACH	Office of the Attorney General	\$ (1,205.54)
08/31/2022	ACH	EFTPS	\$ (2,276.90)
08/31/2022	ACH	EFTPS	\$ (9,735.96)
08/31/2022	ACH	EFTPS	\$ (7,212.02)
08/31/2022	ACH	Staples Business Credit	\$ (346.28)
08/12/2022	DD	Payroll EFT	\$ (58,246.59)
08/26/2022	DD	Payroll EFT	\$ (58,531.59)
08/31/2022	Transfer	Transfers from FFB to Texpool August 2022	\$ (1,200,000.00)
08/31/2022	Transfer	Transfer to Ct. Tech	\$ (14.41)
08/31/2022	Transfer	Transfer to Ct. Security	\$ (394.49)
08/31/2022	Transfer	Transfer to Hotel Occupancy	\$ (395.53)
08/31/2022	Transfer	Transfer to Ct. Tech	\$ (48.00)
08/31/2022	Transfer	Transfer to Police Asset Forfeitures	\$ (1,166.39)
08/31/2022	Transfer	Transfer to Ct. Security	\$ (10.81)
08/31/2022	Transfer	MEDC Sales Tax Portion - August 2022	\$ (126,665.96)
08/31/2022	Transfer	Transfer to Utility Fund	\$ (147.05)
08/31/2022	Transfer	Transfer to Utility Fund	\$ (703.16)
08/31/2022	Transfer	Transfer to Debt Service Fund	\$ (1,392.74)
08/31/2022	SVC Charge	Bank Charges - August 2022	\$ (1,367.20)
		Total Disbursements	\$ (1,807,322.11)

Texpool - General

Post Date	Transaction Type / Check #	Description	Amount
08/31/2022	Transfer	Transfers from FFB to Texpool August 2022	\$ 1,200,000.00
		Total Receipts	\$ 1,200,000.00

Fund: 200 - Capital Projects

Cash In Bank - Capital Projects

Post Date	Transaction Type / Check #	Description	Amount
08/05/2022	Transfer	To Transfer out Impact Fees to Capital Projects	\$ 83,697.00
08/05/2022	Transfer	MEDC Transfer to Capital Projects	\$ 200,000.00
08/31/2022	Deposit	GLO Entries for Deposits Done August 2022 - Draw 8	\$ 55,948.50
08/31/2022	Deposit	GLO Entries for Deposits Done August 2022 - Draw 7	\$ 39,395.00
		Total Receipts	\$ 379,040.50

08/04/2022	1395	Grant Works	\$ (16,840.00)
08/04/2022	1396	LeFevre Development	\$ (14,160.00)
08/04/2022	1397	Quiddity Engineering LLC	\$ (22,555.00)
08/18/2022	1398	Quiddity Engineering LLC	\$ (2,888.75)
08/25/2022	1399	Ward, Getz and Associates	\$ (5,225.19)
08/26/2022	1400	PM Construction & Rehab LLC	\$ (55,948.50)
Total Disbursements			\$ (117,617.44)

Fund: 300 - Water & Sewer
Cash In Bank - Water & Sewer Fund

Post Date	Transaction Type / Check #	Description	Amount
08/31/2022	Transfer	Transfer From General Fund	\$ 703.16
08/31/2022	Transfer	Transfer From General Fund	\$ 147.05
08/31/2022	Deposit	August 2022 Utility Fund Collections	\$ 251,517.01
Total Receipts			\$ 252,367.22

08/02/2022	15889	365 Energy Services, LLC	\$ (500.00)
08/02/2022	15890	Adams Homes	\$ (253.46)
08/02/2022	15891	Amanuel Lopez	\$ (465.84)
08/02/2022	15892	Badger Meter	\$ (1,192.60)
08/02/2022	15893	Cindy Haynes	\$ (73.59)
08/02/2022	15894	David & Cecilia Miller	\$ (20.83)
08/02/2022	15895	DXI Industries Inc.	\$ (340.47)
08/02/2022	15896	Edward Cottrell	\$ (70.15)
08/02/2022	15897	Electrical Field Services, Inc.	\$ (20,303.91)
08/02/2022	15898	Gessner Insurance	\$ (125.56)
08/02/2022	15899	John Jay	\$ (122.14)
08/02/2022	15900	Lewis Thomas	\$ (14.66)
08/02/2022	15901	Morgan Harvard - VOID	\$ -
08/02/2022	15902	Russell & Ann Bellmor	\$ (47.49)
08/02/2022	15903	Stylecraft Builders	\$ (76.26)
08/02/2022	15904	Terri Pierce	\$ (142.17)
08/02/2022	15905	Carpets of Tomball	\$ (6,000.00)
08/02/2022	15906	Carpets of Tomball	\$ (3,565.00)
08/02/2022	15907	Dataprose LLC	\$ (826.25)
08/02/2022	15908	Morgan Havard	\$ (39.27)
08/10/2022	15909	Entergy	\$ (14,330.27)
08/10/2022	15910	Grant Plumbing	\$ (4,200.00)
08/10/2022	15911	Texas Excavation Safety System, Inc.	\$ (122.55)
08/10/2022	15912	Waste Management	\$ (17,614.72)
08/10/2022	15913	Waste Management (2)	\$ (1,120.21)
08/18/2022	15914	Entergy	\$ (432.82)
08/18/2022	15915	K-3 Resources, LP	\$ (1,170.00)
08/18/2022	15916	LDC	\$ (59.80)
08/18/2022	15917	Source Point Solutions, Inc.	\$ (1,148.16)
08/25/2022	15918	Pit Lehall LLC	\$ (125.00)
08/25/2022	15919	Dataprose LLC	\$ (423.60)
08/25/2022	15920	DXI Industries Inc.	\$ (1,723.09)
08/25/2022	15921	Ward, Getz and Associates	\$ (6,856.25)
08/31/2022	15922	Accurate Utility Supply, LLC	\$ (5,418.21)
08/31/2022	15923	Coburn's Conroe Inc.	\$ (303.75)
08/31/2022	15924	H2O Innovation	\$ (70,650.33)
08/31/2022	15925	Waste Management	\$ (998.47)
08/24/2022	15926	David & Cecilia Miller	\$ (62.93)
08/24/2022	15927	Stylecraft Builders	\$ (96.50)
08/24/2022	15928	Brian Acreman	\$ (30.05)
08/24/2022	15929	Cathy Steen	\$ (73.59)
08/24/2022	15930	Pit Lehall LLC	\$ (73.59)
08/24/2022	15931	J&S Drilling, LLC	\$ (465.84)
08/24/2022	15932	Jennifer L Griffin	\$ (20.83)
08/08/2022	ACH	State Comptroller	\$ (1,415.19)
08/05/2022	Transfer	To Transfer out Impact Fees to Capital Projects	\$ (83,697.00)
08/19/2022	Transfer	Transfer to Debt Service Fund for Bond Payments 09/01/2022	\$ (67,815.25)
08/31/2022	Transfer	Transfers from FFB to Texpool August 2022	\$ (1,000,000.00)
08/31/2022	Transfer	Transfer To General Fund	\$ (8,059.71)
08/31/2022	Transfer	Transfer To General Fund	\$ (26.00)
08/31/2022	Transfer	Transfer To General Fund	\$ (405.69)
08/31/2022	Transfer	Transfer To General Fund	\$ (13,262.35)
08/31/2022	Transfer	Transfer To General Fund	\$ (26.00)
08/31/2022	Transfer	Transfer To General Fund	\$ (977.47)
08/31/2022	Transfer	Transfer To General Fund	\$ (1,620.02)
08/31/2022	Transfer	Transfer To General Fund	\$ (1,552.98)
08/31/2022	Transfer	Transfer To General Fund	\$ (500.00)
08/31/2022	Transfer	Transfer To General Fund	\$ (955.19)
08/31/2022	Transfer	Transfer To General Fund	\$ (15.86)
08/31/2022	Transfer	Transfer To General Fund	\$ (13,425.05)
08/31/2022	Transfer	Transfer To General Fund	\$ (14,409.13)
08/31/2022	Transfer	Transfer To General Fund	\$ (1,011.03)
08/31/2022	Transfer	Transfer To General Fund	\$ (177.08)
Total Disbursements			\$ (1,371,051.21)

Texpool - Utility

Post Date	Transaction Type / Check #	Description	Amount
08/31/2022	Transfer	Transfers from FFB to Texpool August 2022	\$ 1,000,000.00
Total Receipts			\$ 1,000,000.00

Fund: 400 - MEDC
Cash In Bank - MEDC

Post Date	Transaction Type / Check #	Description	Amount
08/31/2022	Transfer	MEDC Sales Tax August 2022	\$ 126,665.96
Total Receipts			\$ 126,665.96

08/02/2022	2223	Amazon Capital Services, Inc	\$ (58.44)
08/02/2022	2224	Houston Chronicle	\$ (304.20)

08/02/2022	2225	Rebecca Huss	\$ (38.79)
08/10/2022	2226	Montgomery Area Chamber of Commerce	\$ (1,350.00)
08/10/2022	2227	Sterling Regard Photography.	\$ (250.00)
08/31/2022	2228	Jeffrey Moon and Associates	\$ (1,800.00)
08/05/2022	Transfer	Transfer from MEDC to Capital Projects	\$ (200,000.00)
08/16/2022	Transfer	MEDC Transfer to General Fund for Movie Night 2022	\$ (2,287.64)
08/31/2022	Transfer	Transfers from FFB to Texpool August 2022	\$ (750,000.00)
08/31/2022	Transfer	Transfer to General Fund	\$ (952.32)
08/31/2022	Transfer	Transfer to General Fund	\$ (47.99)
08/31/2022	Transfer	Admin Transfer to General Fund - August 2022	\$ (4,583.33)
08/31/2022	Wire	Wire Fee - Will be Refunded	\$ (25.00)
08/31/2022	Wire	Land Purchase - 21050 Eva Street	\$ (592,848.24)
Total Disbursements			\$ (1,554,545.95)

Texpool - MEDC General

Post Date	Transaction Type / Check #	Description	Amount
08/31/2022	Transfer	Transfers from FFB to Texpool August 2022	\$ 750,000.00
Total Receipts			\$ 750,000.00
08/02/2022	Transfer	August 2022 MEDC Kroger Transfer	\$ (20,833.33)
Total Disbursements			\$ (20,833.33)

Texpool - Reimbursement / Kroger

Post Date	Transaction Type / Check #	Description	Amount
08/02/2022	Transfer	August 2022 MEDC Kroger Transfer	\$ 20,833.33
Total Receipts			\$ 20,833.33

Fund: 500 - Debt Service
Cash In Bank - Debt Service

Post Date	Transaction Type / Check #	Description	Amount
08/19/2022	Transfer	Transfer from Utility Fund To Debt Service Fund for 09/01/2022 Bond Payments	\$ 67,815.25
08/31/2022	Transfer	Transfer from General Fund	\$ 1,392.74
Total Receipts			\$ 69,207.99
08/31/2022	Wire	Bond Payment Entries for Bonds due 09/01/2022 - Series 2015R	\$ (3,827.50)
08/31/2022	Wire	Bond Payment Entries for Bonds due 09/01/2022 - Series 2017B	\$ (9,721.25)
08/31/2022	Wire	Bond Payment Entries for Bonds due 09/01/2022 - Series 2021R	\$ (75,625.00)
08/31/2022	Wire	Bond Payment Entries for Bonds due 09/01/2022 - Series 2022	\$ (24,676.39)
08/31/2022	Wire	Bond Payment Entries for Bonds due 09/01/2022 - Series 2017A	\$ (4,942.25)
Total Disbursements			\$ (118,792.39)

Fund: 700 - Court Security
Cash In Bank - Court Security

Post Date	Transaction Type / Check #	Description	Amount
08/31/2022	Transfer	Transfers From General Fund	\$ 10.81
08/31/2022	Transfer	Transfers From General Fund	\$ 394.49
Total Receipts			\$ 405.30
08/30/2022	Transfer	Transfers To General Fund	\$ (1,900.00)
08/31/2022	Transfer	Transfers To General Fund	\$ (75.00)
08/31/2022	Transfer	Transfers To General Fund	\$ (75.00)
Total Disbursements			\$ (2,050.00)

Fund: 750 - Court Technology
Cash In Bank - Court Technology

Post Date	Transaction Type / Check #	Description	Amount
08/31/2022	Transfer	Transfers From General Fund	\$ 48.00
08/31/2022	Transfer	Transfers From General Fund	\$ 14.41
Total Receipts			\$ 62.41
08/31/2022	Transfer	Transfers To General Fund	\$ (3,400.00)
Total Disbursements			\$ (3,400.00)

Fund: 800 - Hotel Occupancy
Cash In Bank - Hotel Occupancy

Post Date	Transaction Type / Check #	Description	Amount
08/31/2022	Transfer	Transfers From General Fund	\$ 395.53
Total Receipts			\$ 395.53

Fund: 850 - Police Asset Forfeiture
Cash In Bank - Police Asset Forfeiture

Post Date	Transaction Type / Check #	Description	Amount
08/31/2022	Transfer	Transfers From General Fund	\$ 1,166.39
Total Receipts			\$ 1,166.39

Interest on Bank Accounts :

		Amount
BOK Financial 2123	Series 2017B	\$ 223.79
BOK Financial 2124	Series 2017A	\$ 83.62
Texpool XXXX0001	General Fund - Reimb	\$ 652.90
Texpool XXXX0002	Utility Fund	\$ 2,361.95
Texpool XXXX0003	General Fund	\$ 1,315.92
Texpool XXXX0005	MEDC Fund - Reimb	\$ 553.96
Texpool XXXX0006	MEDC Fund	\$ 1,390.63
Texpool XXXX0008	Debt Service Fund	\$ 0.93
Texpool XXXX0009	Capital Projects - American Rescue Plan	\$ 310.74
Texpool XXXX0010	MEDC Fund - Downtown Development	\$ 368.53
Texpool XXXX0011	Capital Projects - Mobility	\$ 86.06
Texpool XXXX0012	Capital Projects - Infrastructure	\$ 18.42
Texpool XXXX0013	Capital Projects - Building	\$ 1,312.67

FFB XXXX7375	General Fund	\$	211.70
FFB XXXX7383	Utility Fund	\$	178.20
FFB XXXX7938	MEDC Fund	\$	178.11
FFB XXXX0580	Court Security Fund	\$	0.44
FFB XXXX8361	Court Tech Fund	\$	5.05
FFB XXXX5253	Hotel Occupancy	\$	2.58
FFB XXXX4730	Debt Service	\$	75.07
FFB XXXX8544	Construction Fund	\$	48.47
FFB XXXX7745	Police Asset Forfeiture	\$	1.13
FFB XXXX5675	Police Drug & Misc	\$	0.91



City of Montgomery, TX

Income Statement Account Summary

For Fiscal: 2021-2022 Period Ending: 08/31/2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 100 - General Fund						
Revenue						
100-00-14010-0000000	Taxes & Franchise Fees - Beverage Tax	\$ 31,000.00	\$ 31,000.00	\$ 2,051.96	\$ 24,823.68	\$ 6,176.32
100-00-14020-0000000	Taxes & Franchise Fees - Franchise Tax	\$ 95,000.00	\$ 95,000.00	\$ 862.90	\$ 14,627.76	\$ 80,372.24
100-00-14030-0000000	Taxes & Franchise Fees - Ad Valorem Taxes	\$ 889,101.00	\$ 889,101.00	\$ 2,185.62	\$ 900,258.86	\$ (11,157.86)
100-00-14040-0000000	Taxes & Franchise Fees - PID Tax Revenue	\$ 39,000.00	\$ 39,000.00	\$ -	\$ 38,564.38	\$ 435.62
100-00-14050-0000000	Taxes & Franchise Fees - Penalties & Interest	\$ 10,000.00	\$ 10,000.00	\$ 375.14	\$ 4,301.70	\$ 5,698.30
100-00-14060-0000000	Taxes & Franchise Fees - Rendition Penalties	\$ 100.00	\$ 100.00	\$ 4.76	\$ 62.94	\$ 37.06
100-00-14070-0000000	Taxes & Franchise Fees - Sales Tax	\$ 2,305,576.00	\$ 2,305,576.00	\$ 253,331.94	\$ 2,148,277.37	\$ 157,298.63
100-00-14080-0000000	Taxes & Franchise Fees - Sales Tax ILO AdVal Tax	\$ 1,152,789.00	\$ 1,152,789.00	\$ 126,665.97	\$ 1,074,138.69	\$ 78,650.31
100-00-14110-0000000	Permits & Licenses - Building Permits/MEP	\$ 250,000.00	\$ 250,000.00	\$ 28,189.50	\$ 401,818.50	\$ (151,818.50)
100-00-14120-0000000	Permits & Licenses - Vendor/Beverage Permits	\$ 1,500.00	\$ 1,500.00	\$ 40.00	\$ 3,000.00	\$ (1,500.00)
100-00-14130-0000000	Permits & Licenses - Sign Fee	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 2,050.00	\$ (1,050.00)
100-00-14140-0000000	Permits & Licenses - Plats, Zoning, Misc.	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 3,158.00	\$ 1,842.00
100-00-14150-0000000	Permits & Licenses - Culverts	\$ -	\$ -	\$ 904.53	\$ 2,472.78	\$ (2,472.78)
100-00-14210-0000000	Fees for Service - Community Building Rental	\$ 16,000.00	\$ 16,000.00	\$ 950.00	\$ 11,425.00	\$ 4,575.00
100-00-14230-0000000	Fees for Service - Right of Way Use Fees	\$ 5,000.00	\$ 5,000.00	\$ 1,487.80	\$ 6,231.37	\$ (1,231.37)
100-00-14310-0000000	Court Fines & Forfeitures - Collection Fees	\$ 15,000.00	\$ 15,000.00	\$ 735.87	\$ 12,263.33	\$ 2,736.67
100-00-14320-0000000	Court Fines & Forfeitures - Asset Forfeitures	\$ 100.00	\$ 100.00	\$ -	\$ -	\$ 100.00
100-00-14340-0000000	Court Fines & Forfeitures - Child Belt/Safety	\$ 500.00	\$ 500.00	\$ 25.00	\$ 200.00	\$ 300.00
100-00-14360-0000000	Court Fines & Forfeitures - Fines	\$ 300,000.00	\$ 300,000.00	\$ 29,923.62	\$ 295,397.00	\$ 4,603.00
100-00-14370-0000000	Court Fines & Forfeitures - OMNI	\$ 1,600.00	\$ 1,600.00	\$ 82.53	\$ 1,093.24	\$ 506.76
100-00-14390-0000000	Court Fines & Forfeitures - Warrant Fees	\$ 50.00	\$ 50.00	\$ -	\$ -	\$ 50.00
100-00-14400-0000000	Court Fines & Forfeitures - Judicial Efficiency	\$ 700.00	\$ 700.00	\$ 4.20	\$ 84.42	\$ 615.58
100-00-14410-0000000	Court Fines & Forfeitures - Accident Reports	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 500.00
100-00-14530-0000000	Other Revenues - Wrecker Service Fees	\$ 245.00	\$ 245.00	\$ -	\$ -	\$ 245.00
100-00-14570-0000000	Other Revenues - Leose Funds - PD	\$ 1,300.00	\$ 1,300.00	\$ -	\$ 1,111.94	\$ 188.06
100-00-14650-0000000	Other Revenues - Unanticipated Income	\$ 15,000.00	\$ 15,000.00	\$ 2,361.15	\$ 21,493.98	\$ (6,493.98)
100-00-14670-0000000	Other Revenues - Interest Income	\$ 750.00	\$ 750.00	\$ 212.61	\$ 1,280.61	\$ (530.61)
100-00-14680-0000000	Other Revenues - Interest on Investments	\$ 1,200.00	\$ 1,200.00	\$ 1,968.82	\$ 3,680.96	\$ (2,480.96)
100-00-14880-F4332DR	Other Revenues - FEMA Reimb - Atkins Creek	\$ -	\$ -	\$ -	\$ 31,864.47	\$ (31,864.47)
100-00-14910-0000000	Other Revenues - Grant Revenue - Police	\$ 42,075.00	\$ 42,075.00	\$ 1,503.38	\$ 3,259.10	\$ 38,815.90
100-00-14930-0000000	Other Revenues - American Rescue Plan Funds	\$ 168,494.00	\$ 168,494.00	\$ -	\$ -	\$ 168,494.00
100-00-14950-0000000	Transfers In - Admin from MEDC	\$ 55,000.00	\$ 55,000.00	\$ 4,583.33	\$ 50,416.65	\$ 4,583.35
100-00-14960-0000000	Transfers In - Admin from Court Security	\$ 2,500.00	\$ 2,500.00	\$ 2,425.00	\$ 2,425.00	\$ 75.00
	Revenue Total:	\$ 5,406,080.00	\$ 5,406,080.00	\$ 460,975.63	\$ 5,059,781.73	\$ 346,298.27
Expense						
100-10-16002-0000000	Personnel - Health Insurance	\$ 45,000.00	\$ 45,000.00	\$ 3,486.74	\$ 38,108.66	\$ 6,891.34
100-10-16003-0000000	Personnel - Unemployment Insurance	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 121.38	\$ 878.62
100-10-16004-0000000	Personnel - Workers Comp	\$ 3,500.00	\$ 3,500.00	\$ 99.87	\$ 3,735.66	\$ (235.66)
100-10-16005-0000000	Personnel - Dental & Vision Insurance	\$ 4,500.00	\$ 4,500.00	\$ 269.28	\$ 3,684.57	\$ 815.43
100-10-16006-0000000	Personnel - Life & AD&D Insurance	\$ 700.00	\$ 700.00	\$ -	\$ 257.20	\$ 442.80
100-10-16008-0000000	Personnel - Payroll Taxes	\$ 35,000.00	\$ 35,000.00	\$ 2,161.83	\$ 37,056.79	\$ (2,056.79)
100-10-16009-0000000	Personnel - Wages	\$ 465,500.00	\$ 465,500.00	\$ 33,605.49	\$ 509,173.40	\$ (43,673.40)
100-10-16010-0000000	Personnel - Overtime	\$ 1,000.00	\$ 1,000.00	\$ 678.36	\$ 7,053.07	\$ (6,053.07)
100-10-16011-0000000	Personnel - Employee Assistance Program	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 500.00
100-10-16012-0000000	Personnel - Retirement Expense	\$ 45,000.00	\$ 45,000.00	\$ 2,842.81	\$ 47,552.00	\$ (2,552.00)
100-10-16013-0000000	Personnel - MASA	\$ 400.00	\$ 400.00	\$ 2.16	\$ 97.59	\$ 302.41
100-10-16014-0000000	Personnel - COLA	\$ 8,961.00	\$ 8,961.00	\$ -	\$ -	\$ 8,961.00
100-10-16015-0000000	Personnel - Dependent Insurance	\$ 21,950.00	\$ 21,950.00	\$ -	\$ -	\$ 21,950.00
100-10-16101-0000000	Communications - Advertising / Promotion	\$ 2,000.00	\$ 2,000.00	\$ 1,109.56	\$ 2,182.08	\$ (182.08)
100-10-16102-0000000	Communications - Legal Notices & Publications	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 4,318.60	\$ 681.40
100-10-16103-0000000	Communications - Recording Fees	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00
100-10-16104-0000000	Communications - Community Relations	\$ 4,000.00	\$ 4,000.00	\$ 445.24	\$ 1,439.50	\$ 2,560.50
100-10-16105-0000000	Communications - Codification	\$ -	\$ -	\$ -	\$ 975.00	\$ (975.00)
100-10-16108-0000000	Communications - Vendor Subscriptions	\$ -	\$ -	\$ 73.57	\$ 181.14	\$ (181.14)
100-10-16202-0000000	Contract Services - General Consultant Fees	\$ 20,000.00	\$ 20,000.00	\$ 12,972.57	\$ 13,012.22	\$ 6,987.78
100-10-16203-0000000	Contract Services - Sales Tax Tracking	\$ 8,000.00	\$ 8,000.00	\$ 1,400.00	\$ 14,000.00	\$ (6,000.00)
100-10-16209-0000000	Contract Services - Records Shredding	\$ 400.00	\$ 400.00	\$ -	\$ 654.32	\$ (254.32)
100-10-16210-0000000	Contract Services - Inspections Permits Backflows	\$ 195,000.00	\$ 195,000.00	\$ 21,023.49	\$ 233,271.21	\$ (38,271.21)
100-10-16213-0000000	Contract Services - Legal Fees	\$ 40,000.00	\$ 40,000.00	\$ -	\$ 64,525.88	\$ (24,525.88)
100-10-16216-0000000	Contract Services - Audit Fees	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 32,774.00	\$ (7,774.00)
100-10-16217-0000000	Contract Services - Engineering	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
100-10-16223-0000000	Contract Services - Accounting Fees	\$ 35,000.00	\$ 35,000.00	\$ 3,821.04	\$ 58,520.24	\$ (23,520.24)
100-10-16224-0000000	Contract Services - Repairs & Maintenance	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
100-10-16239-0000000	Contract Services - Printing & Office supplies	\$ 5,000.00	\$ 5,000.00	\$ 80.98	\$ 4,960.24	\$ 39.76
100-10-16241-0000000	Contract Services - Computers/Website	\$ 2,500.00	\$ 2,500.00	\$ 57.62	\$ 2,557.62	\$ (57.62)
100-10-16242-0000000	Contract Services - Postage/Delivery	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 1,365.24	\$ 634.76
100-10-16243-0000000	Contract Services - Telephone	\$ 12,000.00	\$ 12,000.00	\$ 386.96	\$ 6,537.94	\$ 5,462.06
100-10-16244-0000000	Contract Services - Tax Assessor Fees	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 7,292.01	\$ 2,707.99
100-10-16245-0000000	Contract Services - Election	\$ 14,500.00	\$ 14,500.00	\$ -	\$ 15,183.72	\$ (683.72)
100-10-16249-0000000	Contract Services - Computer/Technology	\$ 19,500.00	\$ 19,500.00	\$ 1,876.97	\$ 24,383.25	\$ (4,883.25)
100-10-16252-0000000	Contract Services- Code Enforcement	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 3,537.50	\$ 26,462.50

100-10-16254-0000000	Contract Services - Software Upgrades	\$ 78,500.00	\$ 78,500.00	\$ -	\$ 69,515.21	\$ 8,984.79
100-10-16404-0000000	Supplies & Equipment - Copier/Fax Machine	\$ 10,000.00	\$ 10,000.00	\$ 740.00	\$ 8,685.95	\$ 1,314.05
100-10-16405-0000000	Supplies & Equipment - Operating Supplies	\$ 4,000.00	\$ 4,000.00	\$ 484.38	\$ 2,436.19	\$ 1,563.81
100-10-16417-0000000	Supplies & Equipment - Capital Pur. Furniture	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 901.99	\$ 598.01
100-10-16502-0000000	Staff Development - Dues & Subscriptions	\$ 5,000.00	\$ 5,000.00	\$ 99.00	\$ 1,871.90	\$ 3,128.10
100-10-16503-0000000	Staff Development - Travel & Training Staff	\$ 10,000.00	\$ 10,000.00	\$ 1,547.77	\$ 9,897.94	\$ 102.06
100-10-16504-0000000	Staff Development - Travel & Training Council	\$ 5,000.00	\$ 5,000.00	\$ 115.32	\$ 4,787.49	\$ 212.51
100-10-16701-0000000	Insurance - Liability	\$ 7,000.00	\$ 7,000.00	\$ 479.53	\$ 5,601.36	\$ 1,398.64
100-10-16702-0000000	Insurance - Property	\$ 5,300.00	\$ 5,300.00	\$ 741.16	\$ 4,789.91	\$ 510.09
100-10-16703-0000000	Insurance - Bond	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 500.00
100-10-16915-0000000	Capital Outlay - Laserfische Software	\$ 7,200.00	\$ 7,200.00	\$ -	\$ 7,132.80	\$ 67.20
100-10-16923-0000000	Capital Outlay - General Improvements	\$ -	\$ -	\$ -	\$ 343.59	\$ (343.59)
100-10-17001-0000000	Misc Expenses - Other	\$ 1,000.00	\$ 1,000.00	\$ 2,250.67	\$ 27,829.55	\$ (26,829.55)
100-10-17004-0000000	Misc Expenses - Captial Proj Trans Infra 24013	\$ 349,809.00	\$ 349,809.00	\$ -	\$ -	\$ 349,809.00
100-10-17180-0000000	Leases - Parks and Recreation - Adams Park	\$ 8,000.00	\$ 8,000.00	\$ -	\$ 7,941.95	\$ 58.05
100-10-17310-KROGERO	Tax Rebatement -Sales Tax Rebate	\$ 250,000.00	\$ 250,000.00	\$ 20,833.33	\$ 229,166.65	\$ 20,833.35
100-10-17320-380AGRO	Tax Rebatement - 380 Ad Valorem Tax Rebate	\$ 115,000.00	\$ 115,000.00	\$ 9,583.33	\$ 105,416.65	\$ 9,583.35
100-10-17330-0000000	Tax Rebatement - PID Property Tax Reimb	\$ 38,815.00	\$ 38,815.00	\$ -	\$ 38,364.40	\$ 450.60
	Subtotal Administrative Expenses	\$ 1,965,035.00	\$ 1,965,035.00	\$ 123,269.03	\$ 1,663,195.56	\$ 301,839.44

100-11-16002-0000000	Personnel - Health Insurance	\$ 123,000.00	\$ 123,000.00	\$ 9,895.63	\$ 121,127.79	\$ 1,872.21
100-11-16003-0000000	Personnel - Unemployment Insurance	\$ 2,260.00	\$ 2,260.00	\$ -	\$ 278.12	\$ 1,981.88
100-11-16004-0000000	Personnel - Workers Comp	\$ 27,000.00	\$ 27,000.00	\$ 1,522.18	\$ 21,431.62	\$ 5,568.38
100-11-16005-0000000	Personnel - Dental & Vision Insurance	\$ 12,000.00	\$ 12,000.00	\$ 827.76	\$ 10,479.42	\$ 1,520.58
100-11-16006-0000000	Personnel - Life & AD&D Insurance	\$ 4,200.00	\$ 4,200.00	\$ -	\$ 1,233.60	\$ 2,966.40
100-11-16008-0000000	Personnel - Payroll Taxes	\$ 105,000.00	\$ 105,000.00	\$ 6,414.98	\$ 77,725.69	\$ 27,274.31
100-11-16009-0000000	Personnel - Wages	\$ 965,000.00	\$ 965,000.00	\$ 97,424.88	\$ 1,069,629.50	\$ (104,629.50)
100-11-16010-0000000	Personnel - Overtime	\$ 50,000.00	\$ 50,000.00	\$ 3,986.99	\$ 64,272.67	\$ (14,272.67)
100-11-16011-0000000	Personnel - Employee Assistance Program	\$ 1,050.00	\$ 1,050.00	\$ -	\$ -	\$ 1,050.00
100-11-16012-0000000	Personnel - Retirement Expense	\$ 90,000.00	\$ 90,000.00	\$ 8,401.53	\$ 101,201.99	\$ (11,201.99)
100-11-16013-0000000	Personnel - MASA	\$ 850.00	\$ 850.00	\$ 5.40	\$ 299.49	\$ 550.51
100-11-16014-0000000	Personnel - COLA	\$ 18,850.00	\$ 18,850.00	\$ -	\$ -	\$ 18,850.00
100-11-16015-0000000	Personnel - Dependent Insurance	\$ 49,850.00	\$ 49,850.00	\$ -	\$ -	\$ 49,850.00
100-11-16104-0000000	Communications - Community Relations	\$ 5,500.00	\$ 5,500.00	\$ 1,420.52	\$ 7,787.24	\$ (2,287.24)
100-11-16209-0000000	Contract Services - Records Shredding	\$ 500.00	\$ 500.00	\$ -	\$ 286.19	\$ 213.81
100-11-16226-0000000	Contract Services - Maint - Vehicles & Equipment	\$ -	\$ -	\$ 5.45	\$ 25.45	\$ (25.45)
100-11-16227-0000000	Contract Services - Gas/Oil	\$ 40,000.00	\$ 40,000.00	\$ 15.00	\$ 49,545.51	\$ (9,545.51)
100-11-16229-0000000	Contract Services - Auto Repairs	\$ 27,000.00	\$ 27,000.00	\$ 773.80	\$ 29,988.83	\$ (2,988.83)
100-11-16230-0000000	Contract Services - Equipment repairs	\$ 5,000.00	\$ 5,000.00	\$ 24.42	\$ 2,163.90	\$ 2,836.10
100-11-16239-0000000	Contract Services - Printing & Office supplies	\$ 4,000.00	\$ 4,000.00	\$ 235.60	\$ 2,821.79	\$ 1,178.21
100-11-16241-0000000	Contract Services - Computers/Website	\$ 8,000.00	\$ 8,000.00	\$ 57.62	\$ 10,717.48	\$ (2,717.48)
100-11-16242-0000000	Contract Services - Postage/Delivery	\$ 500.00	\$ 500.00	\$ -	\$ 522.28	\$ (22.28)
100-11-16243-0000000	Contract Services - Telephone	\$ 10,000.00	\$ 10,000.00	\$ 663.86	\$ 9,133.89	\$ 866.11
100-11-16247-0000000	Contract Services - Mobil Data Terminal	\$ 12,000.00	\$ 12,000.00	\$ -	\$ 8,482.44	\$ 3,517.56
100-11-16249-0000000	Contract Services - Computer/Technology	\$ 10,000.00	\$ 10,000.00	\$ 7,193.85	\$ 35,441.63	\$ (25,441.63)
100-11-16401-0000000	Supplies & Equipment - Radio Fees	\$ 5,200.00	\$ 5,200.00	\$ -	\$ 4,079.88	\$ 1,120.12
100-11-16402-0000000	Supplies & Equipment - Uniforms & Safety Equip	\$ 9,000.00	\$ 9,000.00	\$ 63.50	\$ 10,214.94	\$ (1,214.94)
100-11-16403-0000000	Supplies & Equipment - Protective Gear	\$ 7,000.00	\$ 7,000.00	\$ -	\$ 5,062.20	\$ 1,937.80
100-11-16404-0000000	Supplies & Equipment - Copier/Fax Machine	\$ 5,500.00	\$ 5,500.00	\$ 465.00	\$ 5,332.79	\$ 167.21
100-11-16405-0000000	Supplies & Equipment - Operating Supplies	\$ 7,000.00	\$ 7,000.00	\$ 955.71	\$ 7,792.47	\$ (792.47)
100-11-16411-0000000	Supplies & Equipment - Tools, Etc,	\$ 300.00	\$ 300.00	\$ 44.89	\$ 244.89	\$ 55.11
100-11-16415-0000000	Supplies & Equipment - Emergency Equipment	\$ 15,000.00	\$ 15,000.00	\$ 160.00	\$ 11,769.68	\$ 3,230.32
100-11-16416-0000000	Supplies & Equipment - Radios	\$ 21,902.00	\$ 21,902.00	\$ -	\$ 1,170.00	\$ 20,732.00
100-11-16417-0000000	Supplies & Equipment - Capital Pur. Furniture	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
100-11-16502-0000000	Staff Development - Dues & Subscriptions	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 1,069.25	\$ 1,430.75
100-11-16503-0000000	Staff Development - Travel & Training Staff	\$ 21,000.00	\$ 21,000.00	\$ 174.33	\$ 24,768.62	\$ (3,768.62)
100-11-16701-0000000	Insurance - Liability	\$ 17,000.00	\$ 17,000.00	\$ 1,607.45	\$ 20,457.96	\$ (3,457.96)
100-11-16702-0000000	Insurance - Property	\$ 5,000.00	\$ 5,000.00	\$ 406.00	\$ 4,587.10	\$ 412.90
100-11-16906-0000000	Capital Outlay - Police Cars	\$ 40,000.00	\$ 40,000.00	\$ -	\$ 151,868.00	\$ (111,868.00)
100-11-16907-0000000	Capital Outlay - Emergency Lights, Decals	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 6,952.37	\$ 547.63
100-11-16910-0000000	Capital Outlay - Vehicle Replacement - CPF 24011	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 4,708.75	\$ 10,291.25
100-11-16911-0000000	Capital Outlay - Computers Equipment	\$ 18,000.00	\$ 18,000.00	\$ -	\$ 6,132.92	\$ 11,867.08
100-11-16912-0000000	Capital Outlay - Copsync	\$ 7,000.00	\$ 7,000.00	\$ -	\$ 1,198.00	\$ 5,802.00
100-11-16913-0000000	Capital Outlay - Radar	\$ 12,500.00	\$ 12,500.00	\$ -	\$ 7,097.00	\$ 5,403.00
100-11-16916-0000000	Capital Outlay - Investigate & Testing Equipment	\$ 6,500.00	\$ 6,500.00	\$ -	\$ 7,011.22	\$ (511.22)
100-11-16917-0000000	Capital Outlay - Ballistic Vests & Shields	\$ 14,000.00	\$ 14,000.00	\$ -	\$ 7,498.60	\$ 6,501.40
100-11-16919-0000000	Capital Outlay - Patrol Weapons	\$ 12,000.00	\$ 12,000.00	\$ -	\$ 12,359.93	\$ (359.93)
100-11-16920-0000000	Capital Outlay - Traffic Equipment	\$ 27,000.00	\$ 27,000.00	\$ -	\$ 47,397.00	\$ (20,397.00)
100-11-16921-0000000	Capital Outlay - Office Maintenance	\$ 11,800.00	\$ 11,800.00	\$ -	\$ 10,079.37	\$ 1,720.63
100-11-17001-0000000	Misc Expenses - Other	\$ 2,500.00	\$ 2,500.00	\$ (16.18)	\$ 2,197.12	\$ 302.88
	Subtotal Police Expenses	\$ 1,863,262.00	\$ 1,863,262.00	\$ 142,730.17	\$ 1,985,646.58	\$ (122,384.58)

100-12-16002-0000000	Personnel - Health Insurance	\$ 23,000.00	\$ 23,000.00	\$ 1,488.00	\$ 17,946.48	\$ 5,053.52
100-12-16003-0000000	Personnel - Unemployment Insurance	\$ 400.00	\$ 400.00	\$ 1.77	\$ 131.68	\$ 268.32
100-12-16004-0000000	Personnel - Workers Comp	\$ 6,000.00	\$ 6,000.00	\$ 322.09	\$ 6,505.82	\$ (505.82)
100-12-16005-0000000	Personnel - Dental & Vision Insurance	\$ 1,800.00	\$ 1,800.00	\$ 118.84	\$ 1,549.70	\$ 250.30
100-12-16006-0000000	Personnel - Life & AD&D Insurance	\$ 300.00	\$ 300.00	\$ -	\$ 46.80	\$ 253.20
100-12-16008-0000000	Personnel - Payroll Taxes	\$ 12,900.00	\$ 12,900.00	\$ 839.06	\$ 12,024.95	\$ 875.05
100-12-16009-0000000	Personnel - Wages	\$ 155,800.00	\$ 155,800.00	\$ 13,266.97	\$ 158,402.54	\$ (2,602.54)
100-12-16010-0000000	Personnel - Overtime	\$ 2,000.00	\$ 2,000.00	\$ 53.79	\$ 3,516.60	\$ (1,516.60)
100-12-16011-0000000	Personnel - Employee Assistance Program	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 500.00
100-12-16012-0000000	Personnel - Retirement Expense	\$ 10,915.00	\$ 10,915.00	\$ 932.00	\$ 13,199.82	\$ (2,284.82)
100-12-16013-0000000	Personnel - MASA	\$ -	\$ -	\$ -	\$ 30.16	\$ (30.16)

100-12-16014-0000000	Personnel - COLA	\$ 2,806.00	\$ 2,806.00	\$ -	\$ -	\$ 2,806.00
100-12-16015-0000000	Personnel - Dependent Insurance	\$ 5,400.00	\$ 5,400.00	\$ -	\$ -	\$ 5,400.00
100-12-16101-0000000	Communications - Advertising / Promotion	\$ 500.00	\$ 500.00	\$ 119.99	\$ 119.99	\$ 380.01
100-12-16102-0000000	Communications - Legal Notices & Publications	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
100-12-16104-0000000	Communications - Community Relations	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
100-12-16202-0000000	Contract Services - General Consultant Fees	\$ -	\$ -	\$ -	\$ 53.65	\$ (53.65)
100-12-16206-0000000	Contract Services - General Park Maintenance	\$ -	\$ -	\$ -	\$ 30.99	\$ (30.99)
100-12-16208-0000000	Contract Services - Mowing	\$ 116,000.00	\$ 116,000.00	\$ 12,245.65	\$ 93,721.35	\$ 22,278.65
100-12-16209-0000000	Contract Services - Records Shredding	\$ 150.00	\$ 150.00	\$ -	\$ -	\$ 150.00
100-12-16213-0000000	Contract Services - Legal Fees	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00
100-12-16217-0000000	Contract Services - Engineering	\$ 85,000.00	\$ 85,000.00	\$ 600.00	\$ 103,935.43	\$ (18,935.43)
100-12-16224-0000000	Contract Services - Repairs & Maintenance	\$ 9,300.00	\$ 9,300.00	\$ 1,039.20	\$ 12,650.77	\$ (3,350.77)
100-12-16225-0000000	Contract Services - Downtown Repairs	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 236.23	\$ 1,263.77
100-12-16226-0000000	Contract Services - Maint - Vehicles & Equipment	\$ 3,000.00	\$ 3,000.00	\$ 409.79	\$ 1,322.36	\$ 1,677.64
100-12-16227-0000000	Contract Services - Gas/Oil	\$ 7,750.00	\$ 7,750.00	\$ -	\$ 8,909.87	\$ (1,159.87)
100-12-16229-0000000	Contract Services - Auto Repairs	\$ 5,000.00	\$ 5,000.00	\$ 2,217.73	\$ 5,209.39	\$ (209.39)
100-12-16230-0000000	Contract Services - Equipment repairs	\$ 5,500.00	\$ 5,500.00	\$ -	\$ 1,659.60	\$ 3,840.40
100-12-16231-0000000	Contract Services - Bldg Repairs-City Hall	\$ 18,000.00	\$ 18,000.00	\$ 220.12	\$ 11,938.29	\$ 6,061.71
100-12-16232-0000000	Contract Services - Street Repairs - Minor	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 878.94	\$ 19,121.06
100-12-16233-0000000	Contract Services - Streets-Preventive Maintenance	\$ 7,000.00	\$ 7,000.00	\$ -	\$ 5,930.10	\$ 1,069.90
100-12-16234-0000000	Contract Services - City Hall Cleaning - COVID 19	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 700.00	\$ 1,300.00
100-12-16237-0000000	Contract Services - Mosquito Spraying	\$ 5,500.00	\$ 5,500.00	\$ 845.16	\$ 4,025.34	\$ 1,474.66
100-12-16238-0000000	Contract Services - Street Signs	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,902.34	\$ (902.34)
100-12-16239-0000000	Contract Services - Printing & Office supplies	\$ 1,200.00	\$ 1,200.00	\$ 162.31	\$ 1,172.61	\$ 27.39
100-12-16241-0000000	Contract Services - Computers/Website	\$ 750.00	\$ 750.00	\$ 57.62	\$ 57.62	\$ 692.38
100-12-16242-0000000	Contract Services - Postage/Delivery	\$ 750.00	\$ 750.00	\$ 10.27	\$ 374.31	\$ 375.69
100-12-16243-0000000	Contract Services - Telephone	\$ 8,400.00	\$ 8,400.00	\$ 473.26	\$ 6,465.36	\$ 1,934.64
100-12-16249-0000000	Contract Services - Computer/Technology	\$ 18,000.00	\$ 18,000.00	\$ 693.85	\$ 17,531.61	\$ 468.39
100-12-16255-0000000	Contract Services - Bldg Repairs - Comm Center	\$ -	\$ -	\$ 40.58	\$ 40.58	\$ (40.58)
100-12-16256-0000000	Contract Services - Bldg Repairs - 213 Prairie	\$ -	\$ -	\$ -	\$ 39.87	\$ (39.87)
100-12-16402-0000000	Supplies & Equipment - Uniforms & Safety Equip	\$ 3,900.00	\$ 3,900.00	\$ 229.08	\$ 3,180.09	\$ 719.91
100-12-16405-0000000	Supplies & Equipment - Operating Supplies	\$ 9,000.00	\$ 9,000.00	\$ 1,188.53	\$ 7,614.14	\$ 1,385.86
100-12-16406-0000000	Supplies & Equipment - Streets & Drainage	\$ 3,500.00	\$ 3,500.00	\$ 43.68	\$ 56.67	\$ 3,443.33
100-12-16407-0000000	Supplies & Equipment - Cedar Break Park	\$ 6,500.00	\$ 6,500.00	\$ -	\$ 977.02	\$ 5,522.98
100-12-16408-0000000	Supplies & Equipment - Homecoming Park	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 960.83	\$ 1,039.17
100-12-16409-0000000	Supplies & Equipment - Fernland Park	\$ 2,750.00	\$ 2,750.00	\$ 780.33	\$ 1,387.49	\$ 1,362.51
100-12-16410-0000000	Supplies & Equipment - Community Building	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 423.39	\$ 1,576.61
100-12-16411-0000000	Supplies & Equipment - Tools, Etc,	\$ 2,750.00	\$ 2,750.00	\$ 75.10	\$ 1,610.44	\$ 1,139.56
100-12-16412-0000000	Supplies & Equipment - Memory Park	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 282.92	\$ 1,717.08
100-12-16413-0000000	Supplies & Equipment - Culverts	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 2,051.50	\$ 948.50
100-12-16414-0000000	Supplies & Equipment - Code Enforcement	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
100-12-16501-0000000	Staff Development - Training & Education	\$ -	\$ -	\$ 5.00	\$ 5.00	\$ (5.00)
100-12-16502-0000000	Staff Development - Dues & Subscriptions	\$ 2,000.00	\$ 2,000.00	\$ 113.75	\$ 1,703.37	\$ 296.63
100-12-16503-0000000	Staff Development - Travel & Training Staff	\$ 5,000.00	\$ 5,000.00	\$ 395.00	\$ 3,419.69	\$ 1,580.31
100-12-16601-0000000	Maintenance - Park Maint - Memory Pk	\$ 25,000.00	\$ 25,000.00	\$ 58.04	\$ 2,375.17	\$ 22,624.83
100-12-16602-0000000	Maintenance - Park Maint - Fernland	\$ 20,000.00	\$ 20,000.00	\$ 62.87	\$ 36,432.43	\$ (16,432.43)
100-12-16603-0000000	Maintenance - Park Maint - Cedar Brake Park	\$ 25,000.00	\$ 25,000.00	\$ 25,330.76	\$ 40,991.91	\$ (15,991.91)
100-12-16604-0000000	Maintenance - Park Maint - Homecoming Park	\$ 20,000.00	\$ 20,000.00	\$ 3,686.54	\$ 10,507.16	\$ 9,492.84
100-12-16701-0000000	Insurance - Liability	\$ 2,400.00	\$ 2,400.00	\$ 178.19	\$ 1,960.09	\$ 439.91
100-12-16702-0000000	Insurance - Property	\$ 1,340.00	\$ 1,340.00	\$ 87.00	\$ 982.95	\$ 357.05
100-12-16803-0000000	Utilities - Electronic Sign-City	\$ 1,000.00	\$ 1,000.00	\$ 89.68	\$ 1,052.27	\$ (52.27)
100-12-16804-0000000	Utilities - Street Lights	\$ 12,000.00	\$ 12,000.00	\$ 1,092.15	\$ 11,249.25	\$ 750.75
100-12-16805-0000000	Utilities - Downtown Utilities	\$ 1,200.00	\$ 1,200.00	\$ 129.97	\$ 1,192.24	\$ 7.76
100-12-16806-0000000	Utilities - Cedar Brake Park	\$ 2,200.00	\$ 2,200.00	\$ 190.90	\$ 1,785.53	\$ 414.47
100-12-16807-0000000	Utilities - Homecoming Park	\$ 1,500.00	\$ 1,500.00	\$ 154.34	\$ 1,320.38	\$ 179.62
100-12-16808-0000000	Utilities - Fernland Park	\$ 5,800.00	\$ 5,800.00	\$ 525.98	\$ 5,373.63	\$ 426.37
100-12-16809-0000000	Utilities - City Hall	\$ 13,000.00	\$ 13,000.00	\$ 1,977.15	\$ 12,427.83	\$ 572.17
100-12-16811-0000000	Utilities - Community Center Building	\$ 5,000.00	\$ 5,000.00	\$ 737.19	\$ 5,428.59	\$ (428.59)
100-12-16812-0000000	Utilities - Memory Park	\$ 8,000.00	\$ 8,000.00	\$ 4,268.80	\$ 9,151.52	\$ (1,151.52)
100-12-16813-0000000	Utilities - 213 Prairie	\$ -	\$ -	\$ 253.54	\$ 579.86	\$ (579.86)
100-12-16911-0000000	Capital Outlay - Computers Equipment	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 2,306.44	\$ 1,693.56
100-12-16922-0000000	Capital Outlay - Public Works Items	\$ 7,000.00	\$ 7,000.00	\$ -	\$ 6,497.40	\$ 502.60
100-12-16923-0000000	Capital Outlay - General Improvements	\$ 100,000.00	\$ 100,000.00	\$ 9,814.26	\$ 122,240.86	\$ (22,240.86)
100-12-16924-0000000	Capital Outlay - Drainage Improvements	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 2,950.00	\$ 7,050.00
100-12-17001-0000000	Misc Expenses - Other	\$ 4,000.00	\$ 4,000.00	\$ 3,754.04	\$ 5,635.46	\$ (1,635.46)
100-12-17150-0000000	Contract Labor - Streets	\$ 220,000.00	\$ 220,000.00	\$ -	\$ 31,546.20	\$ 188,453.80
	Subtotal Public Works Expenses	\$ 1,078,961.00	\$ 1,078,961.00	\$ 91,379.92	\$ 831,920.87	\$ 247,040.13

100-13-16002-0000000	Personnel - Health Insurance	\$ 25,500.00	\$ 25,500.00	\$ 1,714.05	\$ 19,166.33	\$ 6,333.67
100-13-16003-0000000	Personnel - Unemployment Insurance	\$ 500.00	\$ 500.00	\$ -	\$ 54.72	\$ 445.28
100-13-16004-0000000	Personnel - Workers Comp	\$ 1,800.00	\$ 1,800.00	\$ 100.11	\$ 2,075.47	\$ (275.47)
100-13-16005-0000000	Personnel - Dental & Vision Insurance	\$ 2,000.00	\$ 2,000.00	\$ 130.58	\$ 1,546.41	\$ 453.59
100-13-16006-0000000	Personnel - Life & AD&D Insurance	\$ 200.00	\$ 200.00	\$ -	\$ 37.44	\$ 162.56
100-13-16007-0000000	Personnel - Crime Insurance	\$ 600.00	\$ 600.00	\$ 40.71	\$ 447.81	\$ 152.19
100-13-16008-0000000	Personnel - Payroll Taxes	\$ 14,500.00	\$ 14,500.00	\$ 859.01	\$ 11,546.75	\$ 2,953.25
100-13-16009-0000000	Personnel - Wages	\$ 162,300.00	\$ 162,300.00	\$ 13,024.25	\$ 166,966.03	\$ (4,666.03)
100-13-16010-0000000	Personnel - Overtime	\$ 3,750.00	\$ 3,750.00	\$ 416.08	\$ 1,621.44	\$ 2,128.56
100-13-16011-0000000	Personnel - Employee Assistance Program	\$ 150.00	\$ 150.00	\$ -	\$ -	\$ 150.00
100-13-16012-0000000	Personnel - Retirement Expense	\$ 17,850.00	\$ 17,850.00	\$ 1,130.25	\$ 14,523.04	\$ 3,326.96
100-13-16013-0000000	Personnel - MASA	\$ 350.00	\$ 350.00	\$ 2.16	\$ 119.79	\$ 230.21
100-13-16014-0000000	Personnel - COLA	\$ 2,696.00	\$ 2,696.00	\$ -	\$ -	\$ 2,696.00
100-13-16015-0000000	Personnel - Dependent Insurance	\$ 14,350.00	\$ 14,350.00	\$ -	\$ -	\$ 14,350.00
100-13-16104-0000000	Communications - Community Relations	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ 400.00

100-13-16202-0000000	Contract Services - General Consultant Fees	\$ 8,000.00	\$ 8,000.00	\$ -	\$ 4,235.97	\$ 3,764.03
100-13-16205-0000000	Contract Services - Omni Expense	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 1,272.00	\$ 1,228.00
100-13-16207-0000000	Contract Services - Prosecutors Fees	\$ 14,000.00	\$ 14,000.00	\$ 1,800.00	\$ 10,350.00	\$ 3,650.00
100-13-16209-0000000	Contract Services - Records Shredding	\$ 200.00	\$ 200.00	\$ -	\$ 195.99	\$ 4.01
100-13-16211-0000000	Contract Services - Judge's Fee	\$ 12,000.00	\$ 12,000.00	\$ 1,000.00	\$ 12,000.00	\$ -
100-13-16222-0000000	Contract Services - Collection Agency	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 14,570.06	\$ 429.94
100-13-16239-0000000	Contract Services - Printing & Office supplies	\$ 1,000.00	\$ 1,000.00	\$ 147.33	\$ 2,534.39	\$ (1,534.39)
100-13-16241-0000000	Contract Services - Computers/Website	\$ 5,500.00	\$ 5,500.00	\$ 57.64	\$ 4,873.98	\$ 626.02
100-13-16242-0000000	Contract Services - Postage/Delivery	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 1,951.04	\$ 48.96
100-13-16243-0000000	Contract Services - Telephone	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 1,372.17	\$ 2,627.83
100-13-16249-0000000	Contract Services - Computer/Technology	\$ 5,000.00	\$ 5,000.00	\$ 693.85	\$ 9,244.58	\$ (4,244.58)
100-13-16251-0000000	Contract Services - State Portion of Fines/Payouts	\$ 160,000.00	\$ 160,000.00	\$ -	\$ 88,204.65	\$ 71,795.35
100-13-16402-0000000	Supplies & Equipment - Uniforms & Safety Equip	\$ 100.00	\$ 100.00	\$ -	\$ -	\$ 100.00
100-13-16404-0000000	Supplies & Equipment - Copier/Fax Machine	\$ 8,800.00	\$ 8,800.00	\$ 675.00	\$ 7,669.01	\$ 1,130.99
100-13-16405-0000000	Supplies & Equipment - Operating Supplies	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 208.76	\$ 2,291.24
100-13-16417-0000000	Supplies & Equipment - Capital Pur. Furniture	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 500.00
100-13-16502-0000000	Staff Development - Dues & Subscriptions	\$ 750.00	\$ 750.00	\$ -	\$ 45.00	\$ 705.00
100-13-16503-0000000	Staff Development - Travel & Training Staff	\$ 6,500.00	\$ 6,500.00	\$ -	\$ 385.00	\$ 6,115.00
100-13-16701-0000000	Insurance - Liability	\$ 50.00	\$ 50.00	\$ -	\$ -	\$ 50.00
100-13-16702-0000000	Insurance - Property	\$ 1,170.00	\$ 1,170.00	\$ -	\$ -	\$ 1,170.00
100-13-17001-0000000	Misc Expenses - Other	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 43.90	\$ 956.10
	Subtotal Court Expenses	\$ 497,516.00	\$ 497,516.00	\$ 21,791.02	\$ 377,261.73	\$ 120,254.27
100-17-16400-0000000	Supplies & Equipment	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 500.00
100-17-16500-0000000	Staff Development	\$ 100.00	\$ 100.00	\$ -	\$ -	\$ 100.00
	Subtotal Non Fund Expenses	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ 600.00

Expense Total: \$ 5,405,374.00 \$ 5,405,374.00 \$ 379,170.14 \$ 4,858,024.74 \$ 547,349.26

Fund: 100 - General Fund Surplus (Deficit): \$ 706.00 \$ 706.00 \$ 81,805.49 \$ 201,756.99

Fund: 200 - Capital Projects

Revenue

200-00-24003-0000000	Transfer from MEDC - Other	\$ 160,000.00	\$ 160,000.00	\$ 200,000.00	\$ 200,000.00	\$ (40,000.00)
200-00-24005-0000000	Transfer From Utility Fund - Capital	\$ 628,469.00	\$ 628,469.00	\$ -	\$ 50,000.00	\$ 578,469.00
200-00-24011-0000000	Transfer From General Fund - Police Veh	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
200-00-24013-0000000	Transfer From General Fund - Infrastructure	\$ 349,809.00	\$ 349,809.00	\$ -	\$ -	\$ 349,809.00
200-00-24104-0000000	Other - Proceeds GLO	\$ 2,280,000.00	\$ 2,280,000.00	\$ 95,343.50	\$ 255,646.50	\$ 2,024,353.50
200-00-24110-0000000	Proceeds - Series 2022 Bonds	\$ -	\$ -	\$ -	\$ 1,705,190.97	\$ (1,705,190.97)
200-00-24203-0000000	Revenue - Impact Fees	\$ 100,000.00	\$ 100,000.00	\$ -	\$ 83,697.00	\$ 16,303.00
200-00-24302-7217320	Grant Funds - CDBG Baja 7320	\$ 56,985.00	\$ 56,985.00	\$ -	\$ 79,257.26	\$ (22,272.26)
200-00-24500-0000000	Interest Earned on Investments	\$ -	\$ -	\$ 1,776.36	\$ 4,404.19	\$ (4,404.19)
200-00-24501-0062715	Interest Earned on Investments - 2017A	\$ 30.00	\$ 30.00	\$ 83.62	\$ 150.83	\$ (120.83)
200-00-24502-0073740	Interest Earned on Investments - 2017B	\$ 70.00	\$ 70.00	\$ 223.79	\$ 647.89	\$ (577.89)
200-00-24700-0000000	Use of Surplus Funds	\$ 942,612.00	\$ 942,612.00	\$ -	\$ -	\$ 942,612.00
	Revenue Total:	\$ 4,532,975.00	\$ 4,532,975.00	\$ 297,427.27	\$ 2,378,994.64	\$ 2,153,980.36

Expense

200-20-26002-7217320	Grant Admin - Baja Project - CDBG 7320	\$ 3,325.00	\$ 3,325.00	\$ -	\$ 3,325.00	\$ -
200-20-26003-017B366	Grant Admin Expenses - GLO All Projects	\$ 108,360.00	\$ 108,360.00	\$ 16,840.00	\$ 47,548.00	\$ 60,812.00
200-20-26102-0062715	Engineering - Water Plant #3 Imp - TWDB	\$ 34,000.00	\$ 34,000.00	\$ 2,888.75	\$ 63,539.31	\$ (29,539.31)
200-20-26104-0000000	Engineering - Waterline Replace Houston St	\$ -	\$ -	\$ -	\$ 12,899.90	\$ (12,899.90)
200-20-26107-0062715	Engineering - Downtown SH 105 Imp - TWDB	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
200-20-26117-017B366	Engineering - All GLO	\$ 175,000.00	\$ 175,000.00	\$ -	\$ 84,650.00	\$ 90,350.00
200-20-26120-0000000	Engineering - WP Bleach Conversion 2&3	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
200-20-26123-0000000	Engineering - McCown St & Caroline St Wtr Rep	\$ -	\$ -	\$ -	\$ 1,673.75	\$ (1,673.75)
200-20-26124-0000000	Engineering - Downtown Sanitary Sewer Rehab	\$ -	\$ -	\$ -	\$ 1,860.00	\$ (1,860.00)
200-20-26401-017B366	Water System - WP #3 Generator - GLO	\$ 501,000.00	\$ 501,000.00	\$ -	\$ -	\$ 501,000.00
200-20-26402-0062715	Water System - Downtown SH 105 Water Line TWDB	\$ 91,300.00	\$ 91,300.00	\$ -	\$ 150,937.65	\$ (59,637.65)
200-20-26404-0062715	Water System - Water Plant #3 Imp TWDB	\$ 996,550.00	\$ 996,550.00	\$ -	\$ 1,018,176.21	\$ (21,626.21)
200-20-26408-7217320	Water System - Baja MLK Water & Drain 7320	\$ 38,000.00	\$ 38,000.00	\$ -	\$ 37,799.41	\$ 200.59
200-20-26409-0000000	Water System - Bleach Conversion 2&3	\$ 311,000.00	\$ 311,000.00	\$ -	\$ -	\$ 311,000.00
200-20-26509-0000000	Roadway System - Streets / Sidewalks	\$ 508,000.00	\$ 508,000.00	\$ -	\$ 38,425.93	\$ 469,574.07
200-20-26704-0000000	Capital Outlay - Utility Projects Prev Maint	\$ 255,800.00	\$ 255,800.00	\$ 14,160.00	\$ 28,964.58	\$ 226,835.42
200-20-26707-017B366	Capital Outlay - Baja / MLK GLO	\$ 722,600.00	\$ 722,600.00	\$ -	\$ 62,165.00	\$ 660,435.00
200-20-26712-017B366	Capital Outlay - Anders Branch GLO	\$ 668,040.00	\$ 668,040.00	\$ -	\$ -	\$ 668,040.00
200-20-26713-017B366	Capital Outlay - GLO Environmental	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
200-20-26714-017B366	Capital Outlay - GLO Acquisition - Land	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00
200-20-26810-0000000	Transfer Out - PD / Admin Building	\$ -	\$ -	\$ -	\$ 992,404.49	\$ (992,404.49)
	Expense Total:	\$ 4,532,975.00	\$ 4,532,975.00	\$ 33,888.75	\$ 2,544,369.23	\$ 1,988,605.77

Fund: 200 - Capital Projects Surplus (Deficit): \$ - \$ - \$ 263,538.52 \$ (165,374.59)

Fund: 300 - Water & Sewer

Revenue

300-00-34110-0000000	Water Revenue	\$ 812,000.00	\$ 812,000.00	\$ 110,912.69	\$ 803,708.14	\$ 8,291.86
300-00-34130-0000000	Lone Star Ground Water Revenue	\$ 8,200.00	\$ 8,200.00	\$ 1,428.84	\$ 9,234.96	\$ (1,034.96)
300-00-34140-0000000	Application Fee	\$ -	\$ -	\$ 450.00	\$ 2,280.00	\$ (2,280.00)
300-00-34150-0000000	Disconnect Reconnect	\$ 11,000.00	\$ 11,000.00	\$ 225.00	\$ 3,412.48	\$ 7,587.52
300-00-34160-0000000	Sewer Revenue	\$ 787,700.00	\$ 787,700.00	\$ 90,069.44	\$ 740,910.11	\$ 46,789.89
300-00-34170-0000000	Tap Fees/Inspections	\$ 300,000.00	\$ 300,000.00	\$ 14,775.00	\$ 423,547.68	\$ (123,547.68)
300-00-34180-0000000	Grease Trap Inspections	\$ 19,300.00	\$ 19,300.00	\$ 1,800.00	\$ 21,000.00	\$ (1,700.00)
300-00-34190-0000000	Late Charges	\$ 17,500.00	\$ 17,500.00	\$ 4,055.30	\$ 21,749.52	\$ (4,249.52)
300-00-34200-0000000	Returned Check Fee	\$ 1,150.00	\$ 1,150.00	\$ -	\$ 1,403.81	\$ (253.81)
300-00-34210-0000000	Backflow Testing	\$ 16,000.00	\$ 16,000.00	\$ -	\$ -	\$ 16,000.00
300-00-34220-0000000	Solid Waste Revenue	\$ 190,000.00	\$ 190,000.00	\$ 17,445.84	\$ 184,346.60	\$ 5,653.40

300-00-34310-0000000	Sales Tax Revenue for Solid Waste	\$ 15,000.00	\$ 15,000.00	\$ 1,429.75	\$ 15,126.61	\$ (126.61)
300-00-34320-0000000	Groundwater Reduction Revenue	\$ 195,000.00	\$ 195,000.00	\$ 33,679.80	\$ 217,748.85	\$ (22,748.85)
300-00-34410-0000000	Impact Fees - Other	\$ -	\$ 100,000.00	\$ -	\$ 83,697.00	\$ 16,303.00
300-00-34420-0000000	Impact Fees - Capital Cost	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -
300-00-34430-0000000	Interest Income	\$ 450.00	\$ 450.00	\$ 178.20	\$ 1,064.59	\$ (614.59)
300-00-34440-0000000	Interest earned on Investments	\$ 500.00	\$ 500.00	\$ 2,361.95	\$ 4,817.89	\$ (4,317.89)
300-00-34450-0000000	Meter Box Replacement	\$ 1,500.00	\$ 1,500.00	\$ 90.00	\$ 1,425.00	\$ 75.00
300-00-34460-0000000	EndPoint Charge	\$ 500.00	\$ 500.00	\$ -	\$ 370.00	\$ 130.00
300-00-34470-0000000	Miscellaneous Revenue & ETS Revenue	\$ 10,500.00	\$ 10,500.00	\$ 602.20	\$ 9,786.74	\$ 713.26
300-00-34530-0000000	Utility Contracts	\$ -	\$ -	\$ 64.84	\$ 1,362.41	\$ (1,362.41)
Revenue Total:		\$ 2,486,300.00	\$ 2,486,300.00	\$ 279,568.85	\$ 2,546,992.39	\$ (60,692.39)

Expense

300-30-36102-0000000	Personnel - Health Insurance	\$ 43,000.00	\$ 43,000.00	\$ 3,774.24	\$ 41,162.53	\$ 1,837.47
300-30-36103-0000000	Personnel - Unemployment Insurance	\$ 500.00	\$ 500.00	\$ 2.98	\$ 43.68	\$ 456.32
300-30-36104-0000000	Personnel - Workers Comp	\$ 5,200.00	\$ 5,200.00	\$ 322.32	\$ 4,717.47	\$ 482.53
300-30-36105-0000000	Personnel - Dental & Vision Insurance	\$ 3,200.00	\$ 3,200.00	\$ 293.20	\$ 3,353.11	\$ (153.11)
300-30-36106-0000000	Personnel - Life & AD&D Insurance	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 275.63	\$ 724.37
300-30-36107-0000000	Personnel - Crime Insurance	\$ 500.00	\$ 500.00	\$ 40.71	\$ 447.81	\$ 52.19
300-30-36108-0000000	Personnel - Retirement Expense	\$ 24,000.00	\$ 24,000.00	\$ 2,190.45	\$ 29,323.64	\$ (5,323.64)
300-30-36110-0000000	Personnel - Payroll Taxes	\$ 21,000.00	\$ 21,000.00	\$ 1,673.57	\$ 22,431.78	\$ (1,431.78)
300-30-36111-0000000	Personnel - Wages	\$ 314,000.00	\$ 314,000.00	\$ 26,633.22	\$ 350,437.86	\$ (36,437.86)
300-30-36112-0000000	Personnel - Overtime	\$ 5,000.00	\$ 5,000.00	\$ 53.74	\$ 3,721.27	\$ 1,278.73
300-30-36113-0000000	Personnel - COLA	\$ 5,600.00	\$ 5,600.00	\$ -	\$ -	\$ 5,600.00
300-30-36114-0000000	Personnel - Dependent Insurance	\$ 16,200.00	\$ 16,200.00	\$ -	\$ -	\$ 16,200.00
300-30-36202-0000000	Contract Services - General Consultant Fees	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 25.00	\$ 9,975.00
300-30-36203-0000000	Contract Services - Legal Fees	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
300-30-36204-0000000	Contract Services - Engineering	\$ 75,000.00	\$ 75,000.00	\$ -	\$ 161,859.16	\$ (86,859.16)
300-30-36208-0000000	Contract Services - Operator	\$ 115,000.00	\$ 115,000.00	\$ 9,445.00	\$ 94,450.00	\$ 20,550.00
300-30-36209-0000000	Contract Services - Billing & Collections	\$ 33,000.00	\$ 33,000.00	\$ 3,941.28	\$ 29,027.85	\$ 3,972.15
300-30-36210-0000000	Contract Services - Backflow Testing	\$ 16,000.00	\$ 16,000.00	\$ -	\$ -	\$ 16,000.00
300-30-36211-0000000	Contract Services - Testing	\$ 15,000.00	\$ 15,000.00	\$ 1,787.00	\$ 10,307.93	\$ 4,692.07
300-30-36212-0000000	Contract Services - Sales Tax for Solid Waste	\$ 15,000.00	\$ 15,000.00	\$ 1,549.48	\$ 16,628.57	\$ (1,628.57)
300-30-36214-0000000	Contract Services - Sludge Hauling	\$ 34,000.00	\$ 34,000.00	\$ 1,170.00	\$ 38,025.00	\$ (4,025.00)
300-30-36215-0000000	Contract Services - Printing	\$ 600.00	\$ 600.00	\$ -	\$ 689.58	\$ (89.58)
300-30-36216-0000000	Contract Services - Postage	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 394.35	\$ 605.65
300-30-36217-0000000	Contract Services - Telephone	\$ 9,500.00	\$ 9,500.00	\$ 673.60	\$ 7,777.81	\$ 1,722.19
300-30-36218-0000000	Contract Services - Tap Fees & Inspections	\$ 75,000.00	\$ 75,000.00	\$ 2,920.24	\$ 33,067.28	\$ 41,932.72
300-30-36221-0000000	Contract Services - Garbage Pickup	\$ 185,000.00	\$ 185,000.00	\$ -	\$ 173,884.42	\$ 11,115.58
300-30-36302-0000000	Communications - Advertising/Promotion	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
300-30-36303-0000000	Permits & Licenses	\$ 46,000.00	\$ 46,000.00	\$ 125.56	\$ 19,114.36	\$ 26,885.64
300-30-36307-0000000	Dues & Subscriptions	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 329.50	\$ 1,670.50
300-30-36400-0000000	Supplies & Equipment	\$ 600.00	\$ 600.00	\$ -	\$ 174.09	\$ 425.91
300-30-36401-0000000	Supplies & Equipment - Chemicals	\$ 34,000.00	\$ 34,000.00	\$ 4,699.04	\$ 30,242.91	\$ 3,757.09
300-30-36402-0000000	Supplies & Equipment - Copier / Fax Machine	\$ 2,000.00	\$ 2,000.00	\$ 135.00	\$ 1,414.32	\$ 585.68
300-30-36403-0000000	Supplies & Equipment - Operating Supplies	\$ 80,000.00	\$ 80,000.00	\$ 7,182.85	\$ 74,557.83	\$ 5,442.17
300-30-36404-0000000	Supplies & Equipment - Uniforms	\$ 4,500.00	\$ 4,500.00	\$ 229.08	\$ 2,892.41	\$ 1,607.59
300-30-36406-0000000	Supplies & Equipment - Computer Technology	\$ 28,000.00	\$ 28,000.00	\$ 693.84	\$ 8,967.08	\$ 19,032.92
300-30-36407-0000000	Groundwater Reduction Expenses	\$ 100.00	\$ 100.00	\$ -	\$ -	\$ 100.00
300-30-36502-0000000	Staff Development - Travel & Training	\$ 5,500.00	\$ 5,500.00	\$ 395.00	\$ 2,445.74	\$ 3,054.26
300-30-36503-0000000	Staff Development - Employee Relations	\$ 1,000.00	\$ 1,000.00	\$ 78.50	\$ 414.84	\$ 585.16
300-30-36601-0000000	Maintenance - Repairs & Maintenance	\$ 175,000.00	\$ 175,000.00	\$ 73,122.19	\$ 312,696.36	\$ (137,696.36)
300-30-36602-0000000	Maintenance - Vehicle Repair and Maint.	\$ 3,000.00	\$ 3,000.00	\$ 409.76	\$ 1,590.40	\$ 1,409.60
300-30-36604-0000000	Maintenance - Water & Sewer Items	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 11,134.86	\$ (1,134.86)
300-30-36605-0000000	Maintenance - Gas & Oil	\$ 7,750.00	\$ 7,750.00	\$ -	\$ 8,988.28	\$ (1,238.28)
300-30-36701-0000000	Insurance Expense - Liability Insurance	\$ 3,800.00	\$ 3,800.00	\$ 228.64	\$ 2,825.19	\$ 974.81
300-30-36702-0000000	Insurance Expense - Property Insurance	\$ 30,000.00	\$ 30,000.00	\$ 4,359.33	\$ 28,922.55	\$ 1,077.45
300-30-36801-0000000	Utilities Expense - Gas For Generators	\$ 1,200.00	\$ 1,200.00	\$ 59.80	\$ 1,169.52	\$ 30.48
300-30-36802-0000000	Utilities Expense - Water Plants	\$ 82,000.00	\$ 82,000.00	\$ 9,074.93	\$ 79,501.13	\$ 2,498.87
300-30-36803-0000000	Utilities Expense - WWTP	\$ 60,000.00	\$ 60,000.00	\$ 5,919.16	\$ 30,237.83	\$ 29,762.17
300-30-36804-0000000	Utilities Expense - Lift Stations	\$ 20,000.00	\$ 20,000.00	\$ 1,446.92	\$ 15,944.01	\$ 4,055.99
300-30-36900-0000000	Capital Outlay	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 9,565.00	\$ 435.00
300-30-37000-0000000	Utility Projects - Prev Maint	\$ 76,581.00	\$ 76,581.00	\$ 4,700.00	\$ 43,396.44	\$ 33,184.56
300-30-37003-0000000	Utility Projects - Impact Fees Transfer to CPF	\$ 100,000.00	\$ 100,000.00	\$ -	\$ 83,697.00	\$ 16,303.00
300-30-37101-0000000	Miscellaneous Expenses - Misc	\$ -	\$ -	\$ 1.08	\$ 134.83	\$ (134.83)
300-30-37102-0000000	Miscellaneous Expenses - Bank Charges	\$ 35,000.00	\$ 35,000.00	\$ (9,361.42)	\$ 17,153.14	\$ 17,846.86
300-30-37202-0000000	Other Expense - Transfer to Debt Service	\$ -	\$ -	\$ 67,815.25	\$ 67,815.25	\$ (67,815.25)
300-30-37205-0000000	Other Expense - Transfer to Captial Projects	\$ 628,469.00	\$ 628,469.00	\$ -	\$ 50,000.00	\$ 578,469.00
Expense Total:		\$ 2,486,300.00	\$ 2,486,300.00	\$ 227,785.54	\$ 1,927,376.60	\$ 558,923.40
Fund: 300 - Water & Sewer Surplus (Deficit):		\$ -	\$ -	\$ 51,783.31	\$ 619,615.79	

Fund: 400 - MEDC

Revenue

400-00-44110-0000000	Sales Tax Revenue	\$ 1,000,000.00	\$ 1,000,000.00	\$ 126,665.96	\$ 1,074,138.63	\$ (74,138.63)
400-00-44230-0000000	Interest Income	\$ 4,000.00	\$ 4,000.00	\$ 2,491.23	\$ 6,009.29	\$ (2,009.29)
400-00-44240-0000000	Miscellaneous Income	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ 250.00
400-00-44300-0000000	Events Revenue	\$ -	\$ -	\$ 275.00	\$ 14,087.50	\$ (14,087.50)
Revenue Total:		\$ 1,004,250.00	\$ 1,004,250.00	\$ 129,432.19	\$ 1,094,235.42	\$ (89,985.42)

Expense

400-40-46103-0000000	Public Infrastructure - Downtown Dev. Imp.	\$ 172,250.00	\$ 172,250.00	\$ -	\$ 3,566.05	\$ 168,683.95
400-40-46104-0000000	Public Infrastructure - Utility Extensions	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
400-40-46107-0000000	Public Infrastructure - Transfer to Capital Proj	\$ 160,000.00	\$ 160,000.00	\$ 160,000.00	\$ 160,000.00	\$ -
400-40-46111-0000000	Public Infrastructure - Streets & Sidewalks	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -

400-40-46112-0000000	Public Infrastructure - Land Investments	\$	-	\$	-	\$	592,848.24	\$	598,848.24	\$	(598,848.24)
400-40-46205-0000000	Business & Development - Sales Tax Reimb	\$	250,000.00	\$	250,000.00	\$	20,833.33	\$	229,166.66	\$	20,833.34
400-40-46206-0000000	Business & Development - Econ Dev Grant Prog	\$	20,000.00	\$	20,000.00	\$	-	\$	9,000.00	\$	11,000.00
400-40-46302-0000000	Quality of Life - Removal of Blight	\$	15,000.00	\$	15,000.00	\$	-	\$	-	\$	15,000.00
400-40-46303-0000000	Quality of Life - Events	\$	40,000.00	\$	32,000.00	\$	-	\$	2,559.36	\$	29,440.64
400-40-46304-0000000	Quality of Life - Neighborhood Water Party	\$	2,500.00	\$	2,500.00	\$	270.71	\$	2,597.52	\$	(97.52)
400-40-46308-0000000	Quality of Life - Light up Montgomery	\$	4,000.00	\$	2,848.99	\$	-	\$	2,848.99	\$	-
400-40-46310-0000000	Quality of Life - Mudbugs and Music	\$	-	\$	8,000.00	\$	-	\$	8,300.00	\$	(300.00)
400-40-46311-0000000	Quality of Life - Christmas Parade	\$	10,000.00	\$	6,826.47	\$	-	\$	6,826.47	\$	-
400-40-46312-0000000	Quality of Life - Contests / Prizes	\$	4,000.00	\$	4,000.00	\$	-	\$	31.05	\$	3,968.95
400-40-46313-0000000	Quality of Life - Events - Equipment	\$	10,000.00	\$	19,956.85	\$	(2,287.64)	\$	5,344.86	\$	14,611.99
400-40-46314-0000000	Quality of Life - Montgomery Quilt Walk	\$	10,000.00	\$	10,000.00	\$	40.03	\$	881.68	\$	9,118.32
400-40-46315-0000000	Quality of Life - Montgomery Antiques Festival	\$	10,000.00	\$	10,000.00	\$	-	\$	11,615.97	\$	(1,615.97)
400-40-46316-0000000	Quality of Life - Movie Night	\$	2,500.00	\$	2,500.00	\$	58.44	\$	2,613.07	\$	(113.07)
400-40-46318-0000000	Quality of Life - Pet Parade	\$	5,000.00	\$	5,000.00	\$	-	\$	1,344.47	\$	3,655.53
400-40-46319-0000000	Quality of Life - Montgomery Fall Festival	\$	-	\$	-	\$	-	\$	8,000.00	\$	(8,000.00)
400-40-46320-0000000	Quality of Life - Snow in Historic Mont TX	\$	20,000.00	\$	14,367.69	\$	-	\$	14,367.69	\$	-
400-40-46321-0000000	Quality of Life - Lonestar Flag Fest	\$	10,000.00	\$	10,000.00	\$	-	\$	2,922.87	\$	7,077.13
400-40-46322-0000000	Quality of Life - Downtown Enhancement Proj	\$	30,000.00	\$	30,000.00	\$	-	\$	-	\$	30,000.00
400-40-46338-0000000	Quality of Life - Fall Heritage Festival	\$	10,000.00	\$	10,000.00	\$	-	\$	-	\$	10,000.00
400-40-46339-0000000	Quality of Life - Trick or Treat Historic Mont.	\$	5,000.00	\$	5,000.00	\$	-	\$	1,441.08	\$	3,558.92
400-40-46505-0000000	Marketing and Tourism - Brochures / Printed Lit	\$	4,000.00	\$	4,000.00	\$	1,719.32	\$	2,783.28	\$	1,216.72
400-40-46511-0000000	Marketing and Tourism - Website	\$	6,500.00	\$	6,500.00	\$	-	\$	935.34	\$	5,564.66
400-40-46514-0000000	Marketing and Tourism - Social Media Advertising	\$	3,000.00	\$	3,000.00	\$	-	\$	777.00	\$	2,223.00
400-40-46515-0000000	Marketing and Tourism - Historical Signage	\$	5,000.00	\$	5,000.00	\$	-	\$	100.00	\$	4,900.00
400-40-46601-0000000	Administration - Transfers to General Fund	\$	55,000.00	\$	55,000.00	\$	4,583.33	\$	50,416.65	\$	4,583.35
400-40-46603-0000000	Administration - Miscellaneous Expenses	\$	500.00	\$	500.00	\$	25.00	\$	211.73	\$	288.27
400-40-46604-0000000	Administration - Consulting/Professional Serv	\$	40,000.00	\$	40,000.00	\$	1,800.00	\$	46,721.02	\$	(6,721.02)
400-40-46607-0000000	Administration - Travel & Trainings Expenses	\$	10,000.00	\$	10,000.00	\$	-	\$	2,294.54	\$	7,705.46
400-40-46611-0000000	Administration - Legal Notices	\$	-	\$	-	\$	-	\$	304.20	\$	(304.20)
	Expense Total:	\$	1,004,250.00	\$	1,004,250.00	\$	819,890.76	\$	1,216,819.79	\$	(212,569.79)
	Fund: 400 - MEDC Surplus (Deficit):	\$	-	\$	-	\$	(690,458.57)	\$	(122,584.37)		
Fund: 500 - Debt Service											
Revenue											
500-00-54110-0000000	Taxes & Franchise Fees - Ad Valorem Taxes	\$	485,090.00	\$	485,090.00	\$	1,189.10	\$	493,006.11	\$	(7,916.11)
500-00-54120-0000000	Taxes & Franchise Fees - Penalty & Interest	\$	5,000.00	\$	5,000.00	\$	203.64	\$	1,558.05	\$	3,441.95
500-00-54220-0000000	Transfers - Water & Sewer Funds	\$	-	\$	-	\$	67,815.25	\$	67,815.25	\$	(67,815.25)
500-00-54420-0000000	Other Revenues - Interest on Investments	\$	-	\$	-	\$	76.00	\$	190.64	\$	(190.64)
500-00-54500-0000000	Use of Surplus Funds	\$	135,660.00	\$	135,660.00	\$	-	\$	-	\$	135,660.00
	Revenue Total:	\$	625,750.00	\$	625,750.00	\$	69,283.99	\$	562,570.05	\$	63,179.95
Expense											
500-50-56220-0000000	Debt Service Payments - Int. Payments on Note	\$	193,250.00	\$	193,250.00	\$	118,792.39	\$	218,687.14	\$	(25,437.14)
500-50-56230-0000000	Debt Service Payments - Paying Agent Fees	\$	2,500.00	\$	2,500.00	\$	-	\$	489.91	\$	2,010.09
500-50-56250-0000000	Debt Service Payments - Principal Payments	\$	430,000.00	\$	430,000.00	\$	-	\$	430,000.00	\$	-
	Expense Total:	\$	625,750.00	\$	625,750.00	\$	118,792.39	\$	649,177.05	\$	(23,427.05)
	Fund: 500 - Debt Service Surplus (Deficit):	\$	-	\$	-	\$	(49,508.40)	\$	(86,607.00)		
Fund: 700 - Court Security											
Revenue											
700-00-74110-0000000	Court Fines & Forfeitures - Court Security Fees	\$	3,500.00	\$	3,500.00	\$	21.00	\$	762.63	\$	2,737.37
700-00-74210-0000000	Other Revenues - Interest Income	\$	-	\$	-	\$	0.44	\$	1.01	\$	(1.01)
	Revenue Total:	\$	3,500.00	\$	3,500.00	\$	21.44	\$	763.64	\$	2,736.36
Expense											
700-70-76120-0000000	Contracted Services - Security Services	\$	-	\$	-	\$	(450.00)	\$	-	\$	-
700-70-76340-0000000	Baliff Transfer to General Fund	\$	2,500.00	\$	2,500.00	\$	2,350.00	\$	2,425.00	\$	75.00
	Expense Total:	\$	2,500.00	\$	2,500.00	\$	1,900.00	\$	2,425.00	\$	75.00
	Fund: 700 - Court Security Surplus (Deficit):	\$	1,000.00	\$	1,000.00	\$	(1,878.56)	\$	(1,661.36)		
Fund: 750 - Court Technology											
Revenue											
750-00-74120-0000000	Court Technology Fees	\$	5,000.00	\$	5,000.00	\$	35.02	\$	581.85	\$	4,418.15
750-00-74210-0000000	Interest Income	\$	-	\$	-	\$	5.05	\$	17.73	\$	(17.73)
750-00-74500-0000000	Use of Surplus Funds	\$	7,710.00	\$	7,710.00	\$	-	\$	-	\$	7,710.00
	Revenue Total:	\$	12,710.00	\$	12,710.00	\$	40.07	\$	599.58	\$	12,110.42
Expense											
750-75-76240-0000000	Contract Services - Computer Website Services	\$	12,710.00	\$	12,710.00	\$	-	\$	3,400.00	\$	9,310.00
	Expense Total:	\$	12,710.00	\$	12,710.00	\$	-	\$	3,400.00	\$	9,310.00
	Fund: 750 - Court Technology Surplus (Deficit):	\$	-	\$	-	\$	40.07	\$	(2,800.42)		
Fund: 800 - Hotel Occupancy											
Revenue											
800-00-84100-0000000	Taxes and Franchise Fees	\$	-	\$	-	\$	-	\$	395.53	\$	(395.53)
800-00-84110-0000000	Taxes and Franchise Fees - Hotel Occupancy Taxes	\$	12,500.00	\$	12,500.00	\$	-	\$	2,619.00	\$	9,881.00
800-00-84210-0000000	Other Revenues - Interest on Checking	\$	3.00	\$	3.00	\$	2.58	\$	8.60	\$	(5.60)
	Revenue Total:	\$	12,503.00	\$	12,503.00	\$	2.58	\$	3,023.13	\$	9,479.87
Expense											
800-80-86200-0000000	Tourism Expenses	\$	7,800.00	\$	7,800.00	\$	-	\$	-	\$	7,800.00
800-80-86300-0000000	Miscellaneous Expenses	\$	4,700.00	\$	4,700.00	\$	-	\$	-	\$	4,700.00
	Expense Total:	\$	12,500.00	\$	12,500.00	\$	-	\$	-	\$	12,500.00
	Fund: 800 - Hotel Occupancy Surplus (Deficit):	\$	3.00	\$	3.00	\$	2.58	\$	3,023.13		
Fund: 850 - Police Asset											

Revenue
850-00-84110-0000000

Police Asset Forfeitures - Revenue	\$	-	\$	-	\$	1.13	\$	1,168.84	\$	(1,168.84)
Revenue Total:	\$	-	\$	-	\$	1.13	\$	1,168.84	\$	(1,168.84)
Fund: 850 - Police Asset Total:	\$	-	\$	-	\$	1.13	\$	1,168.84		
Total Surplus (Deficit):	\$	1,709.00	\$	1,709.00	\$	(344,674.43)	\$	446,537.01		

Group Summary

Account Type		Original Total Budget		Current Total Budget		MTD Activity		YTD Activity		Budget Remaining
Fund: 100 - General Fund										
Revenue	\$	5,406,080.00	\$	5,406,080.00	\$	460,975.63	\$	5,059,781.73	\$	346,298.27
Expense	\$	5,405,374.00	\$	5,405,374.00	\$	379,170.14	\$	4,858,024.74	\$	547,349.26
Fund: 100 - General Fund Surplus (Deficit):	\$	706.00	\$	706.00	\$	81,805.49	\$	201,756.99	\$	(201,050.99)
Fund: 200 - Capital Projects										
Revenue	\$	4,532,975.00	\$	4,532,975.00	\$	297,427.27	\$	2,378,994.64	\$	2,153,980.36
Expense	\$	4,532,975.00	\$	4,532,975.00	\$	33,888.75	\$	2,544,369.23	\$	1,988,605.77
Fund: 200 - Capital Projects Surplus (Deficit):	\$	-	\$	-	\$	263,538.52	\$	(165,374.59)	\$	165,374.59
Fund: 300 - Water & Sewer										
Revenue	\$	2,486,300.00	\$	2,486,300.00	\$	279,568.85	\$	2,546,992.39	\$	(60,692.39)
Expense	\$	2,486,300.00	\$	2,486,300.00	\$	227,785.54	\$	1,927,376.60	\$	558,923.40
Fund: 300 - Water & Sewer Surplus (Deficit):	\$	-	\$	-	\$	51,783.31	\$	619,615.79	\$	(619,615.79)
Fund: 400 - MEDC										
Revenue	\$	1,004,250.00	\$	1,004,250.00	\$	129,432.19	\$	1,094,235.42	\$	(89,985.42)
Expense	\$	1,004,250.00	\$	1,004,250.00	\$	819,890.76	\$	1,216,819.79	\$	(212,569.79)
Fund: 400 - MEDC Surplus (Deficit):	\$	-	\$	-	\$	(690,458.57)	\$	(122,584.37)	\$	122,584.37
Fund: 500 - Debt Service										
Revenue	\$	625,750.00	\$	625,750.00	\$	69,283.99	\$	562,570.05	\$	63,179.95
Expense	\$	625,750.00	\$	625,750.00	\$	118,792.39	\$	649,177.05	\$	(23,427.05)
Fund: 500 - Debt Service Surplus (Deficit):	\$	-	\$	-	\$	(49,508.40)	\$	(86,607.00)	\$	86,607.00
Fund: 700 - Court Security										
Revenue	\$	3,500.00	\$	3,500.00	\$	21.44	\$	763.64	\$	2,736.36
Expense	\$	2,500.00	\$	2,500.00	\$	1,900.00	\$	2,425.00	\$	75.00
Fund: 700 - Court Security Surplus (Deficit):	\$	1,000.00	\$	1,000.00	\$	(1,878.56)	\$	(1,661.36)	\$	2,661.36
Fund: 750 - Court Technology										
Revenue	\$	12,710.00	\$	12,710.00	\$	40.07	\$	599.58	\$	12,110.42
Expense	\$	12,710.00	\$	12,710.00	\$	-	\$	3,400.00	\$	9,310.00
Fund: 750 - Court Technology Surplus (Deficit):	\$	-	\$	-	\$	40.07	\$	(2,800.42)	\$	2,800.42
Fund: 800 - Hotel Occupancy										
Revenue	\$	12,503.00	\$	12,503.00	\$	2.58	\$	3,023.13	\$	9,479.87
Expense	\$	12,500.00	\$	12,500.00	\$	-	\$	-	\$	12,500.00
Fund: 800 - Hotel Occupancy Surplus (Deficit):	\$	3.00	\$	3.00	\$	2.58	\$	3,023.13	\$	(3,020.13)
Fund: 850 - Police Asset										
Revenue	\$	-	\$	-	\$	1.13	\$	1,168.84	\$	(1,168.84)
Fund: 850 - Police Asset Total:	\$	-	\$	-	\$	1.13	\$	1,168.84	\$	(1,168.84)
Total Surplus (Deficit):	\$	1,709.00	\$	1,709.00	\$	(344,674.43)	\$	446,537.01		

Fund Summary

Fund		Original Total Budget		Current Total Budget		MTD Activity		YTD Activity		Budget Remaining
100 - General Fund	\$	706.00	\$	706.00	\$	81,805.49	\$	201,756.99	\$	(201,050.99)
200 - Capital Projects	\$	-	\$	-	\$	263,538.52	\$	(165,374.59)	\$	165,374.59
300 - Water & Sewer	\$	-	\$	-	\$	51,783.31	\$	619,615.79	\$	(619,615.79)
400 - MEDC	\$	-	\$	-	\$	(690,458.57)	\$	(122,584.37)	\$	122,584.37
500 - Debt Service	\$	-	\$	-	\$	(49,508.40)	\$	(86,607.00)	\$	86,607.00
700 - Court Security	\$	1,000.00	\$	1,000.00	\$	(1,878.56)	\$	(1,661.36)	\$	2,661.36
750 - Court Technology	\$	-	\$	-	\$	40.07	\$	(2,800.42)	\$	2,800.42
800 - Hotel Occupancy	\$	3.00	\$	3.00	\$	2.58	\$	3,023.13	\$	(3,020.13)
850 - Police Asset	\$	-	\$	-	\$	1.13	\$	1,168.84	\$	(1,168.84)
Total Surplus (Deficit):	\$	1,709.00	\$	1,709.00	\$	(344,674.43)	\$	446,537.01		



City of Montgomery

Debt Service Payments 09/01/2022 - 09/01/2023

Debt Service Payment Due 09/01/2022	Series	Date Due	Date Paid	Principal	Interest	Total Due
First National Bank of Huntsville	2015 - Refunding	09/01/2022	08/31/2022	0.00	3,647.50	3,647.50
Bank of Texas	2017A - WS&D	09/01/2022	08/31/2022	0.00	4,742.25	4,742.25
Bank of Texas	2017B - WS&D	09/01/2022	08/31/2022	0.00	9,521.25	9,521.25
Amegy Bank of Texas	2021 - Refunding	09/01/2022	08/31/2022	0.00	75,425.00	75,425.00
Bank of Texas	2022 - Tax Notes	09/01/2022	08/31/2022	0.00	24,676.39	24,676.39
Total Due 09/01/2022				0.00	118,012.39	118,012.39

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

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



Montgomery Police Department

Chief Anthony Solomon

Activity Report

August 1, 2022 – August 31, 2022

Patrol Division

• Calls for Service	-	125
• Total Reports	-	34
• Citations Issued	-	153
• Warnings Issued	-	470
• Arrests	-	18
• Accidents	-	6

Breakdown by Offense Category

• DWI/DUI	3
• Drug Arrests/Citations	6
• Family Violence/Assault	3
• Warrant Arrests	9
• Burglary of Building	1
• Animal Bite	1
• Sexual Assault	1
• Theft	1
• Criminal Mischief/Trespass	2

Investigation Division

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

Personnel/Training

- All officers and sergeants took part in CPR/AED certification and Patrol Breaching training.

Major Incidents

- No Major incidents occurred in August.

Upcoming Events

- September 30th & October 1st – Quilt Walk
- October 4th – National Night Out
- October 8th – Montgomery Fall Festival

- October 29th – Trick or Treat Montgomery

Traffic and Safety Initiatives

- We are currently conducting traffic studies on the main thoroughfares of the city (FM 1097, Liberty St./FM 149, & Eva St./Hwy 105) to determine how to handle traffic concerns on those roadways.



City of Montgomery

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



August 2022
Code Enforcement
Monthly Report

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

Training: No training attended this month

Ordinance/Code projects:

- Objective 1: Submit a proposal recommending modifications to the city code of ordinances to ensure clarity, alleviate conflicts, diminish inconsistencies, and conform to state laws.
- Objective 2: Educate the public regarding the code of ordinances
 - Sign Ordinance
The sign ordinance continues to be reviewed and some recommendations will be made. A draft of the recommendations is not yet available.

Violations issued: 0
Warnings issued: 0

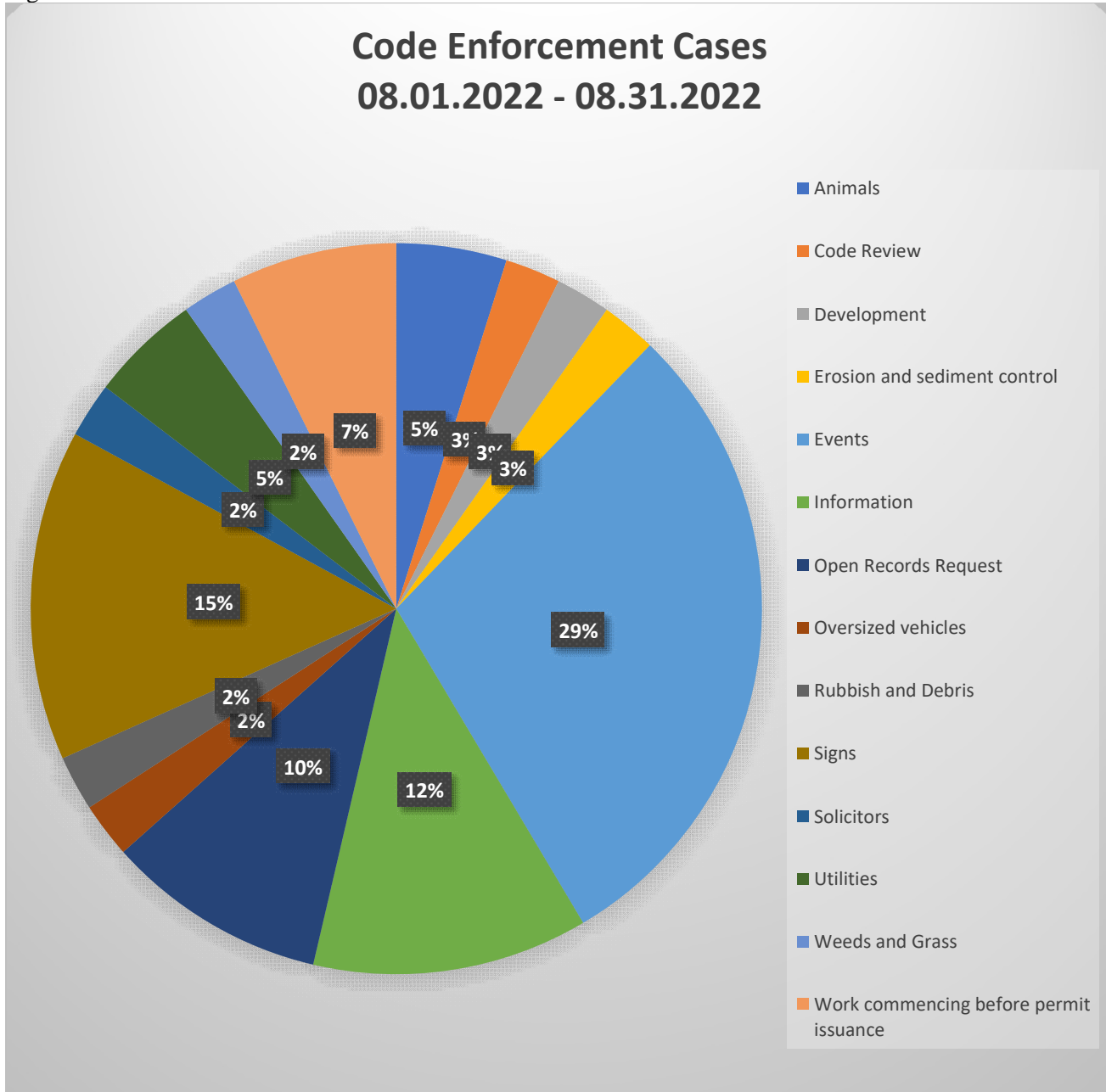
Activity:

Nature of Call	Group Total
Animals	2
Code Review	1
Development	1
Erosion and sediment control	1
Events	12
Information	5
Open Records Request	4
Oversized vehicles	1
Rubbish and Debris	1
Signs	6
Solicitors	1
Utilities	2
Weeds and Grass	1
Work commencing before permit issuance	3

Total Records: 41

Refer to Figure – Chart 1 (next page)

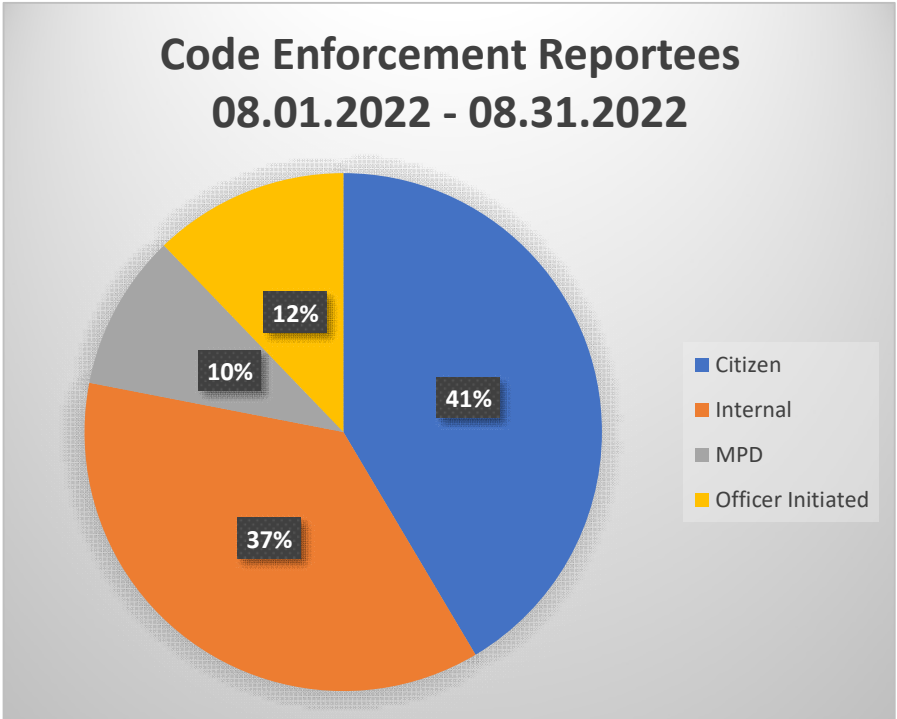
Figure – Chart 1



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

Citizen	17
Internal	15
MPD	4
Officer Initiated	5

Total Records: 41



City of Montgomery Municipal Court Report August 2022

Kimberly Duckett
Court Administrator



Comparison Chart

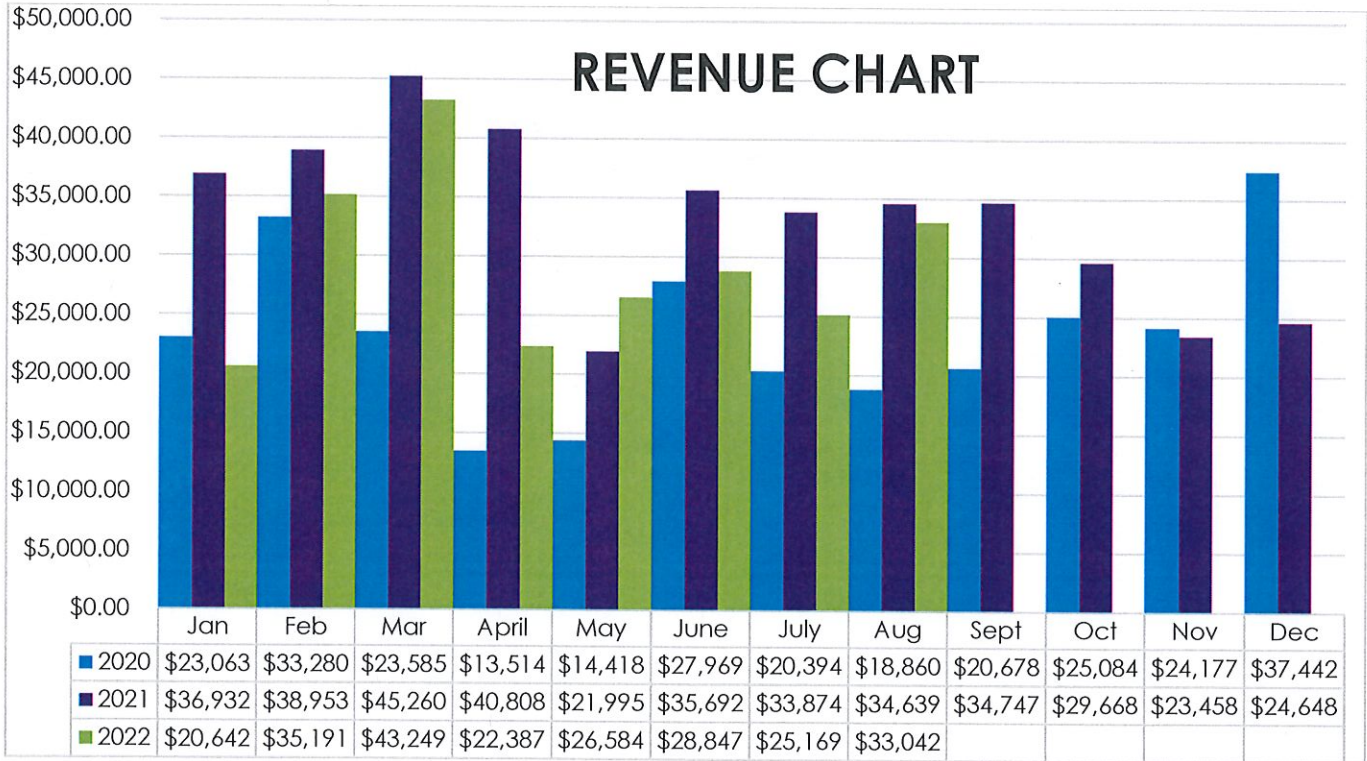
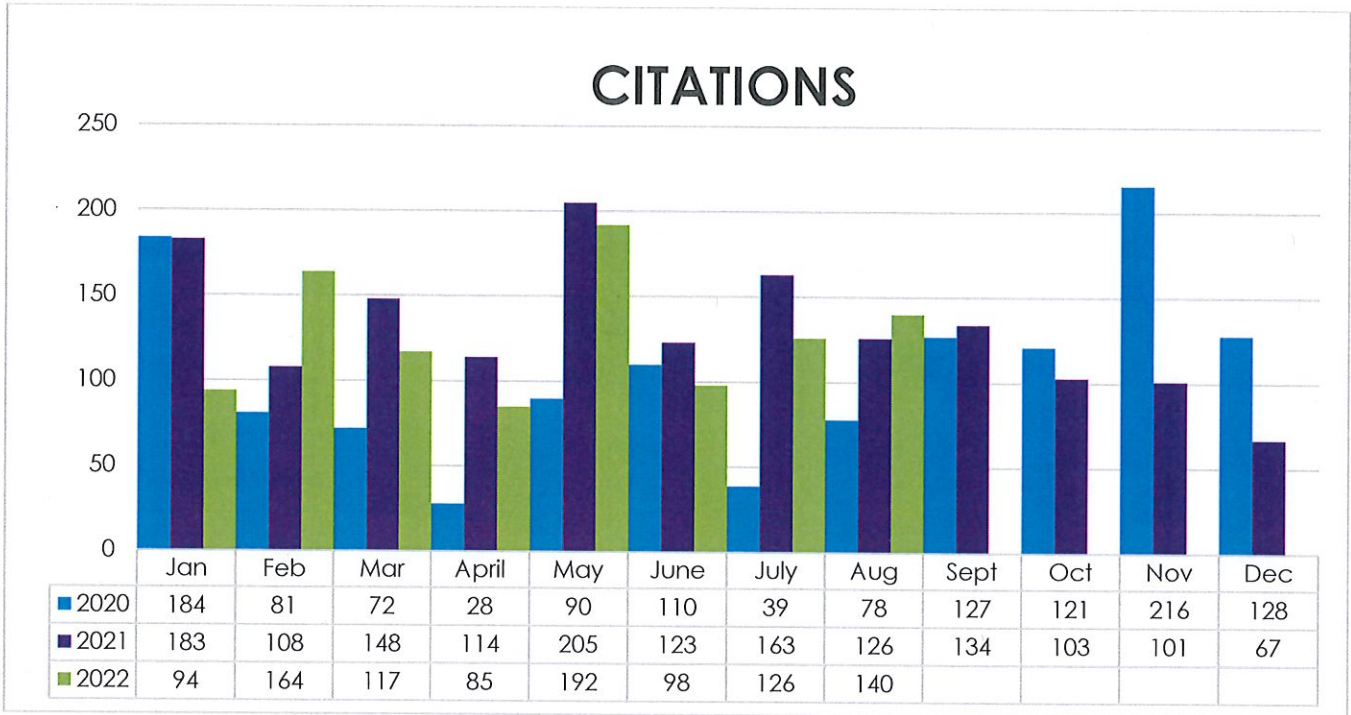
Citations and Revenue January 2020 - 2022

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

Totals 1274 1575 1016

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

Totals \$282,470.70 \$400,679.26 \$235,114.97





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

Monthly Report for August 2022

Water

- Completed monthly cutoff list for nonpayment.
- Completed monthly leak notification door hangers.
- Completed monthly meter verification list.
- Completed monthly check of idle meter list for consumption. No issues were found.
- Replaced A/C window unit in Water Well 2 and Water Well 3 control rooms.
- Raised meter box for 222 Little Dog Dr.
- Activated/deactivated 6 water accounts.
- Completed 13 work orders for endpoint maintenance issues.
- Completed 4 work orders for water leaks.
- Completed 8 work orders for miscellaneous water issues.
- Completed 6 work orders for water taps.

Wastewater

- Completed 4 work order for sewer taps.
- Completed 4 work orders for sewer-stop up.

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.
- Removed fallen tree from Martin Luther King Dr.
- Trimmed limbs blocking speed limit sign on Eva @ Cemetery St.
- Trimmed limbs near Stewart St. & Houston St. around stop sign.
- Reinstalled stop sign on Clepper @ Bessie Price Owen.
- Installed dead end sign on Simonton St. @ Liberty.
- Installed culvert at 515 Simonton St.
- Flail mowed Lonestar Estates easement for cleaning and televising project.

Building/Facility/Vehicle/Equipment Maintenance

- Conducted weekly Safety Inspection Reports.
- Completed monthly light bulb check at all facilities.
- Completed items for weed patrol.
- 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 12 work orders for general-City Hall maintenance.
- Replaced office doors at Public Works office.
- Created office for future Recreation and Events Specialist.
- Replaced Tire on PW-1501.
- State safety inspection performed PW-1502.
- Replaced idler pulley and tensioner pulley on PW-1501.
- Replaced shift linkage on PW-1301.
- Replaced hydraulic tank and fluid on PW-1502.
- Replaced battery in PD door at City Hall.
- Installed new flooring in Public Works office.
- Purchased new and improved movie night equipment through MEDC funding. Previous equipment was borrowed from residents.

Parks/Recreation

- Treated Community Center for ants.
- Trimmed pecan tree branches near Hulon House roof.
- Sanded and sealed floorboards in Arnold Simonton House. Installed floor protector to prevent future damage.
- Repaired red swing at Cedar Brake Park.
- Repaired storage door in Hulon House.
- Repaired floorboard on front porch at Hulon House.
- Replaced trim on Hulon House column.
- Repaired handrail post on Hulon House.
- Replaced post and reset concrete at Fernland Park.
- Trimmed limbs at Fernland Park.
- Repaired rail fence at Fernland Park.
- Repaired ceiling tile and light at Community Center.
- Replaced Kiddie Cushion at Cedar Brake Park.
- Posted all park reservation notices.
- Completed 37 work orders for maintenance-parks issues.
- M/W/F cleaning of all restrooms and grounds.
- Fernland docents reported 410 visitors and provided 43 tours for the month.

General

- Delivered 1 concrete goat.
- Attended Department Head meeting.
- Completed 25 work orders for maintenance-general issues.
- Completed monthly safety meeting with department and safety officer.
- Attended bi-weekly conference calls with utility operator and engineer.
- Attended weekly Catch-up Meetings with Interim City Administrator and WGA.
- Attended Capital Projects Fund Discussion; Microsoft Teams Meeting.
- Attended Water & Sewer Capital Projects Budget Meeting.
- Attended Pre-construction Meeting for Clepper sidewalks project.
- Attended Parks Advisory Committee Meeting.
- Posted on website and social media re:Parks Advisory Committee Member.
- Attended Budget Workshops.



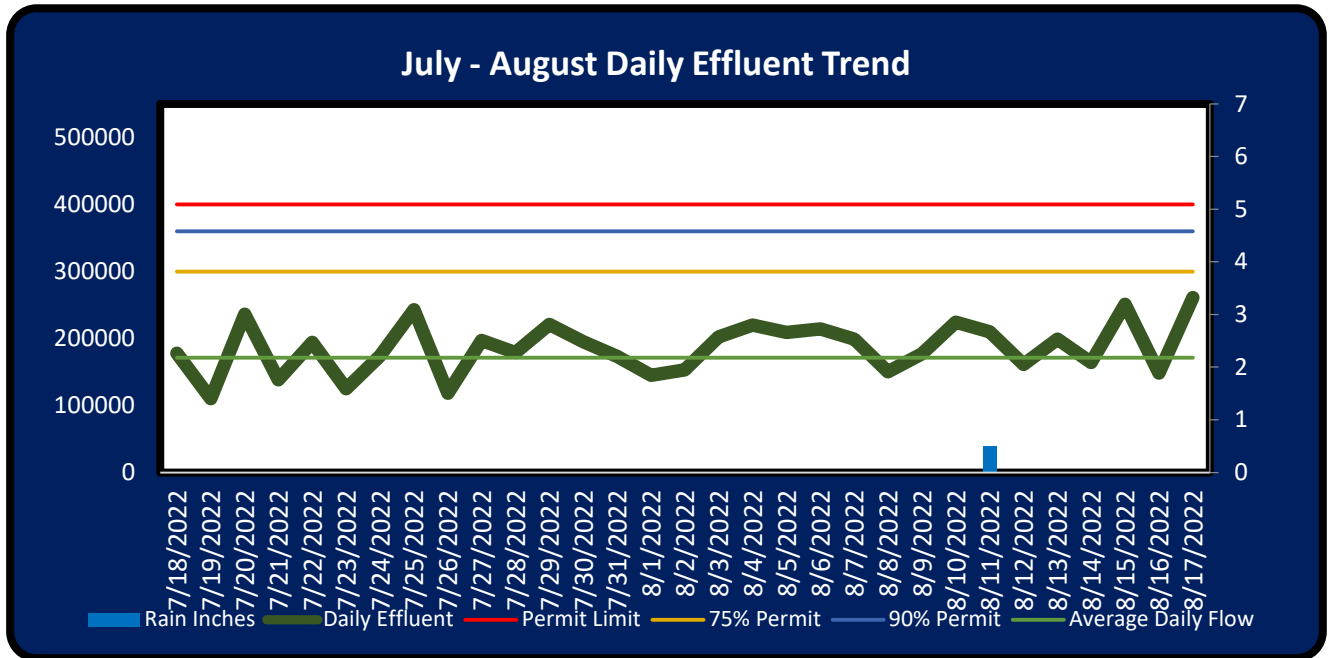


City of Montgomery
Operations Report
August 2022
07/18/22 – 08/17/22

District Alerts**07/27/2022 – Lift Station 2, High wet well level/Generator Running**

Operator responded to auto dialer regarding high wet well. Upon arrival operator found generator running, electrician was called out due to electric meter showing facility has normal power. Electrician was able to find blown fuse on the main line down the road, repairs were made and facility equipment reset, no further issues.

Wastewater Plant Flow Detail



- Flow for the month of June – July was 5,768,000gallons
- Daily peak flow was August 17, 2022 was 261,000 gallons
- Average Daily Flow 186,064 gallons
 - 3-month average flow 181,721 gallons
 - 47% 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 T.S.S.	15	mg/l	2.30	no
Average Monthly NH3	2	mg/l	0.79	no
Minimal CL2 Residual	1	mg/l	1.03	no
Max CL2 Residual	4	mg/l	3.12	no
Rainfall for the Month		0.50	inches	

There were no excursions for the month of July.

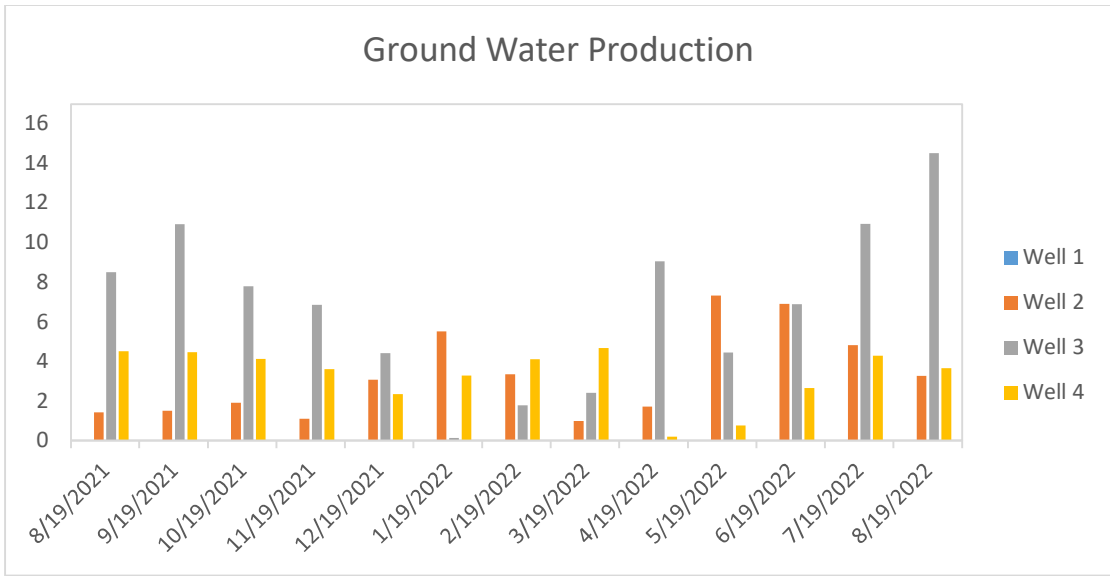
Water Report:

07/18/2022-08/17/2022

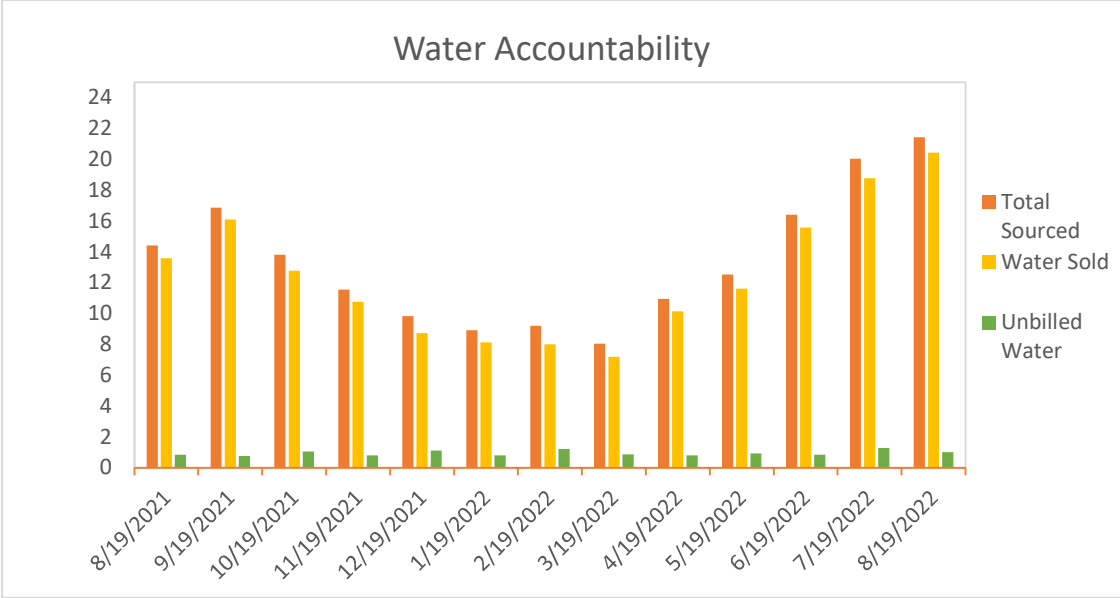
2022							
Well Name	Recorded Flow MGD	% of Total	Rating MGD/Day	YTD Pumpage MGD	YTD %	Permitted Value	Remaining Permit %
Well 2	3.265	15.24%	0.864	31.296	30.28%	92.930	13.18%
Well 3	14.505	67.72%	0.864	49.388	47.78%		
Well 4	3.649	17.04%	2.160	22.095	21.38%	90.000	75.45%
Total	21.419	100.00%	3.888	103.367	99%	182.930	
Flushing	0.291						
Subtotal	21.128						
Sold	20.422						
% Accounted	97%						

Accountability	
Total Water Sourced	21.419
Flushing	0.291
Subtotal	21.128
Sold	20.422
Accountability %	97%

CONNECTIONS	
School	12
Commercial Inside	170
Commercial Outside	2
Residential Inside	913
Residential Outside	29
Church	14
City	19
Hydrant	7
Multifamily	14
n/a	3
Total	1,183



Date	Total	Well_1	Well_2	Well_3	Well_4
AVG	13.377	0.000	3.291	6.812	3.274
8/19/2021	14.408	0.000	1.421	8.492	4.495
9/19/2021	16.857	0.000	1.490	10.916	4.451
10/19/2021	13.802	0.000	1.902	7.784	4.116
11/19/2021	11.545	0.000	1.088	6.855	3.602
12/19/2021	9.819	0.000	3.066	4.410	2.343
1/19/2022	8.916	0.000	5.511	0.124	3.281
2/19/2022	9.200	0.000	3.343	1.764	4.093
3/19/2022	8.036	0.000	0.977	2.394	4.665
4/19/2022	10.938	0.000	1.699	9.048	0.191
5/19/2022	12.517	0.000	7.318	4.445	0.754
6/19/2022	16.410	0.000	6.894	6.876	2.640
7/19/2022	20.039	0.000	4.814	10.944	4.281
8/19/2022	21.419	0.000	3.265	14.505	3.649
Total	173.906	0.000	42.788	88.557	42.561



Date	Accountability	Unaccounted	Total Sourced	Water Sold	Flushing/Leaks	Unbilled Water
8/19/2021	98%	0.355	14.408	13.579	0.474	0.829
9/19/2021	97%	0.577	16.857	16.097	0.183	0.760
10/19/2021	94%	0.885	13.802	12.760	0.157	1.042
11/19/2021	95%	0.632	11.545	10.758	0.155	0.787
12/19/2021	91%	0.904	9.819	8.721	0.194	1.098
1/19/2022	96%	0.401	8.916	8.125	0.390	0.791
2/19/2022	103%	-0.237	9.200	8.002	1.435	1.198
3/19/2022	96%	0.327	8.036	7.184	0.525	0.852
4/19/2022	96%	0.447	10.938	10.140	0.351	0.798
5/19/2022	98%	0.202	12.517	11.603	0.712	0.914
6/19/2022	96%	0.594	16.410	15.579	0.237	0.831
7/19/2022	96%	0.774	20.039	18.777	0.488	1.262
8/19/2022	97%	0.706	21.419	20.422	0.291	0.997



September 22, 2022

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

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

Dear Mayor and Council:

The following is a brief summary that describes our activities since the August 23, 2022 Council Meeting:

Capital Projects:

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



Figure 1: Generator pad formwork September 13, 2022

- b. Dr. Martin Luther King Jr. Drive Ditch Regrading and Sanitary Sewer Rehabilitation –** Enclosed as Attachment No. 1 is Pay Estimate No. 2 in the amount of \$98,932.50. The contractor is 34% complete by value and 54% complete by time. The contractor is continuing work on roadside ditch drainage improvements.



Figure 1: Newly constructed concrete lined ditch September 14, 2022

- 3. 2022 Sanitary Sewer Cleaning and Televising – Phase 1 –** We did not receive a pay estimate this month. As a reminder, CCML,LLC dba Pinnacle Pumping Services is no longer in business and the work is being completed by MagnaFlow as a subcontractor. We have received all videos from MagnaFlow and are proceeding with our review and preparation of rehabilitation recommendations.
- 4. Clepper Sidewalks –** We did not receive a pay estimate this month. The contractor was issued a notice to proceed on August 22nd. The contractor has substantially completed installing the sidewalk and is scheduled to complete final clean up, striping, and signage next week.



Figure 1: Newly constructed sidewalk September 16, 2022

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

6. **Old Plantersville Waterline Extension** – We are continuing with design of the 12” waterline. We expect to be complete with design by mid-October. As a reminder this project is being funded by the developer.
7. **Old Plantersville Force Main Extension** – We are continuing with design of the 6” force main. We expect to be complete with design by mid-October. As a reminder this project is being funded by the developer.
8. **McCown St. and Caroline St. Waterline Replacement** – We received the survey and are working with the surveyor to address comments. Upon receipt of the updated survey we will continue with design as authorized at the July 12th Council meeting. We expect to be complete with design by mid-November.
9. **Downtown Drainage Master Plan** – We received the survey and are working with the surveyor to address comments. We are proceeding with the drainage analysis based on as-built documents. Upon receipt of the updated survey, we are prepared to begin the drainage analysis of Downtown Montgomery based on surveyed topography.
10. **Downtown Sanitary Sewer Rehabilitation** – We began advertising for bids for this project on September 20th and plan to open bids on October 11th. We plan to present the Recommendation of Award at the October 25th Council meeting. Enclosed as Attachment No. 2 is an exhibit showing the scope of the project.
11. **Lift Station No. 8 Repairs** – We provided the final design to Public Works, and it is our understanding Public Works is working with the contractor to schedule the repair for the Lift Station No. 8 force main, as authorized at the September 13th Council meeting.

Developments:

1. **Feasibility Studies** –
 - a. **Olde Montgomery Food Gardens** – We were authorized to complete a feasibility study for the proposed commercial development at the September 13th Council meeting. We plan to present our findings at the October 11th Council meeting.
 - b. **Summer Wind** – We were authorized to complete a feasibility study for the proposed single family development at the September 13th Council meeting. We plan to present our findings at the October 11th Council meeting.
2. **Plan Reviews**
 - a. **Town Creek Storage II** – We did not receive a revised plan set this month.
 - b. **Hills of Town Creek Section 5** – We did not receive a revised plan set this month.
 - c. **Popeye’s** – We did not receive a revised plan set this month.
 - d. **Grand Monarch Apartments** – We provided plan approval on September 12th.

- e. **Express Oil Change and Tire** – We provided plan approval on September 13th.
 - f. **Pizza Shack** – We are awaiting a revised plan set from the Developer.
 - g. **Montgomery Summit Business Park** – We received plans on July 21st and returned comments on August 10th. We received additional drainage plans on August 11th and provided comments on August 24th.
 - h. **Pulte Group Drainage Report** – We did not receive a revised report this month.
 - i. **Redbird Meadows Drainage Report** – We received the drainage study on August 19th, and provided comments on September 23rd.
3. **Plat Reviews**
- a. **Montgomery Brewing Minor Plat** – We did not receive a revised plat this month.
4. **Ongoing Construction**
- a. There are no ongoing construction projects at this time.
5. **One-Year Warranty Inspections**
- a. **Town Creek Crossing, Section 1** – The One-Year Warranty Period will end on March 31, 2023.
 - b. **Villas of Mia Lago, Section 2** – We are continuing to coordinate with the developer to ensure the remaining punch list items are addressed.

General Ongoing Activities:

1. **TxDOT:**
- a. **FM 1097 & Atkins Creek Drainage Improvements** – We are coordinating with TxDOT to provide any documentation necessary to determine and prepare the easement area that is to be obtained for the project.
 - b. **FM 149 & SH-105 North Bound Right Turn Lane** – It is our understanding that TxDOT continues to wait for utilities to be relocated. It is also our understanding that there is approximately 30 days of work remaining once utilities are relocated.
 - c. **Access Management along SH-105** – As you are aware, construction is proceeding on the access management project along SH-105. It is our understanding that TxDOT is experiencing delays due to concrete shortages. We do not have an anticipated completion date at this time.
 - d. **Access Management along SH-105 from Grimes County Line to Sheppard 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 let in July 2023; however, construction in Montgomery is included in Phase III of this project.

Honorable Mayor and City Council
 City of Montgomery
 Page 5 of 5
 September 22, 2022

- e. **FM 1097 and Buffalo Springs Drive Traffic Signal Warrant Analysis** – It is our understanding the signal is in design. We do not have an estimated completion date at this time.
 - f. **SH-105 and Buffalo Springs Drive Traffic Signal Warrant Analysis** – It is our understanding the signal is in design. We do not have an estimated completion date at this time.
 - g. **SH-105 and Emma’s Way** – It is our understanding TxDOT has adjusted the timing of the traffic signal at SH 105 and Emma’s Way to allow for 5 additional seconds of green time for vehicles turning left while leaving the Hills of Town Creek Subdivision.
2. **Biweekly Operations and Developments Call** – We are continuing the biweekly operations and developments calls with City Staff and H2O Innovations.
 3. **Emergency Preparedness Plan** – No engineering update. We will continue to follow up until plan approval is received.
 4. **Impact Fee Updates** – We received all required files from Quiddity and are proceeding with Impact Fee updates as required per the City’s Code of Ordinances.
 5. **Flagship Storm Sewer** – We have received and reviewed video provided by MagnaFlow and are preparing a summary of issues with our recommended repairs to be provided to Public Works.

Please let me know if you have any questions.

Sincerely,



Chris Roznovsky, PE
 City Engineer

CVR/kv:zlg

Z:\00574 (City of Montgomery)_900 General Consultation\Meeting Files\Engineer's Reports\2022\09.2022\Final Report\09-2022 Engineer's Report.docx

Attachments – Pay Estimate No. 2 – MLK Dr. Ditch Regrading and Sanitary Sewer Rehabilitation
 Scope of Work Exhibit – Downtown Sanitary Sewer Rehabilitation
 Active Developments Map

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



1575 Sawdust Rd, Suite 400
The Woodlands, Texas 77380
Tel: 281.363.4039
www.quiddity.com

September 8, 2022

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

Re: Construction of Sanitary Sewer & Drainage Improvements on Dr. Martin Luther King, Jr. Drive
City of Montgomery
Grant Funds (GLO Contract No. 19-076-017-B366)
TIN: 74-2063592

Dear Mayor and Council:

Enclosed is the Application and Certificate for Payment No. 2 from PM Construction & Rehab, LLC dba IPR South Central for the referenced project. This application covers construction activities for the referenced project during the period from May 26, 2022 to July 25, 2022. During this period the Contractor has continued the reinforced concrete pipe culvert install and replacing existing driveways. The estimate is in order and we recommend payment in the amount of \$98,932.50 to PM Construction & Rehab, LLC dba IPR South, Inc.

The Contractor has requested zero (0) impact days for the current payment period. The project is now 34% complete by total contract value and 54% complete by total contract time. The current contractual Substantial Completion date is October 21, 2022.

Sincerely,

A handwritten signature in blue ink, appearing to read "N B White", written over a light blue horizontal line.

Nathaniel B. White, P.E.

NBW:mdc

K:\W5841\W5841-0042-01 GLO - MLK SSR & Drainage Improvements\3 Construction Phase\5. Pay Estimates & Change Orders\Pay Estimate 002

Enclosure

cc: Ms. Vayley Mauro - PM Construction & Rehab, LLC
Mr. Dave McCorquodale – City of Montgomery, City Administrator
Ms. Nicola Browe – City of Montgomery, City Secretary
Ms. Alison Long – Grant Works, Inc.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER/CLIENT:
 City of Montgomery
 101 Old Plantersville Road Montgomery, Texas 77316 United States

PROJECT:
 Construction of MLK Drive Sanitary Sewer & Drainage Improvements
 MLK Drive
 Montgomery, Texas null

APPLICATION NO: 2
INVOICE NO: 2
PERIOD: 05/26/22 - 07/25/22
PROJECT NOS: W5841-0042-01

DISTRIBUTION TO:

FROM CONTRACTOR:
 IPR South Central
 7600 S. Santa Fe Dr Building E Houston, Texas 77061 United States

VIA ARCHITECT/ENGINEER:
 Nathan White (Quiddity Engineering, LLC, The Woodlands)
 1575 Sawdust Road, Suite 400 The Woodlands, Texas
 77380-4241 United States

CONTRACT DATE: 04/14/22

CONTRACT FOR: Construction of Sanitary Sewer & Drainage Improvements on Martin Luther King Drive

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. Original Contract Sum	\$518,319.00
2. Net change by change orders	(\$2,949.00)
3. Contract sum to date (line 1 ± 2)	\$515,370.00
4. Total completed and stored to date (Column G on detail sheet)	\$172,090.00
5. Retainage:	
a. 10.00% of completed work	\$17,209.00
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$17,209.00
6. Total earned less retainage (Line 4 less Line 5 Total)	\$154,881.00
7. Less previous certificates for payment (Line 6 from prior certificate)	\$55,948.50
8. Current payment due	\$98,932.50
9. Balance to finish, including retainage (Line 3 less Line 6)	\$360,489.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this Month:	\$21,115.00	(\$24,064.00)
Totals:	\$21,115.00	(\$24,064.00)
Net changes by change order:	(\$2,949.00)	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: IPR South Central

By: Vincent Muro

State of: Texas

County of: Harris

Subscribed and sworn to before me this 9th day of September

Notary Public: Julietta J. Quintana

My commission expires: June 11, 2023



ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$98,932.50

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT/ENGINEER: [Signature]

By: [Signature]

Date: 9-9-2022

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

A	B	C					D		E		F	G		H		
Item No.	Description of Work	Qty	Unit Price	Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)		This Period		Materials Presently Stored(Not in D OR E)	Total Completed and Stored to Date (D + E + F)		% (G/C)	Balance to Finish (C-G)	Retainage
							Qty	Value	Qty	Value		Qty	Value			
A - General Items			\$45,250.00	\$45,250.00	\$0.00	\$45,250.00		\$45,050.00		\$200.00	\$0.00		\$45,250.00	100.00%	\$0.00	\$4,525.00
1 . 1	Move-in and start-up, including providing performance and payment bonds for 100 percent (100%) of the contract amount, a completed Qualification Statement, and a certificate of insurance, as directed by Engineer.	1.0	\$45,000.00	\$45,000.00	\$0.00	\$45,000.00	1.0	\$45,000.00	0.0	\$0.00	\$0.00	1.0	\$45,000.00	100.00%	\$0.00	\$4,500.00
1 . 2	Distribution of doorhangers and submittal of weekly project schedules, as directed by Engineer.	1.0	\$250.00	\$250.00	\$0.00	\$250.00	0.2	\$50.00	0.8	\$200.00	\$0.00	1.0	\$250.00	100.00%	\$0.00	\$25.00
B - Sanitary Sewer Repair Items			\$6,156.00	\$295,031.00	\$0.00	\$295,031.00		\$17,115.00		\$0.00	\$0.00		\$17,115.00	5.80%	\$277,916.00	\$1,711.50
2 . 1	Sanitary Sewer Cleaning and Televising, 8-inch diameter, all depths, including sewer flow control (including bypass pumping), as required; removal of roots, debris, grease, and other obstructions; disposal of sludge & solid materials; removal and replacement of fencing as necessary; and site restoration, complete as specified.	4655.0	\$3.00	\$13,965.00	\$0.00	\$13,965.00	4655.0	\$13,965.00	0.0	\$0.00	\$0.00	4655.0	\$13,965.00	100.00%	\$0.00	\$1,396.50
2 . 2	Sanitary Sewer Manhole Television Inspection, all depths and sizes, per specifications including cleaning and removal of sludge and solid materials; removal and replacement of fencing as necessary, complete as specified; and site restoration, complete as specified.	15.0	\$225.00	\$3,375.00	\$0.00	\$3,375.00	14.0	\$3,150.00	0.0	\$0.00	\$0.00	14.0	\$3,150.00	93.33%	\$225.00	\$315.00
2 . 3	8-inch (8") sanitary sewer rehabilitation by CURED-IN-PLACE process, all depths, including post-construction cleaning and televising; sewer flow control (including by-pass pumping, if required); coordination with testing laboratory for materials testing; removal and replacement of sprinkler systems, and other above ground obstructions; providing the Engineer copies of the curing logs; and site restoration to existing or better condition (includes removal and replacement of fencing, sod, etc.); complete in place, as directed by Engineer.	4495.0	\$27.00	\$121,365.00	\$0.00	\$121,365.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$121,365.00	\$0.00
2 . 4	SERVICE LEAD RECONNECTION upon completion of CURED-IN-PLACE process by televised remote controlled cutting device including removal of coupon and testing, all depths, all pipe sizes; complete in place, as directed by Engineer	46.0	\$1.00	\$46.00	\$0.00	\$46.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$46.00	\$0.00
2 . 5	Remove and Replace 8-inch (8") sanitary sewer clean-out, as directed by Engineer. (Page 4 & 15)	2.0	\$2,500.00	\$5,000.00	\$0.00	\$5,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$5,000.00	\$0.00

A Item No.	B Description of Work	C					D		E		F Materials Presently Stored(Not in D OR E)	G		H Balance to Finish (C-G)	Retainage	
		Qty	Unit Price	Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)		This Period			Total Completed and Stored to Date (D + E + F)				% (G/C)
							Qty	Value	Qty	Value		Qty	Value			
2 . 6	Rehabilitation of 48-inch (48") diameter sanitary sewer manholes by sealing the interior of the manhole by applying cured-in-place structural liner, including post-construction cleaning and televising, locating; cleaning; preparation; sewer flow control (including by-pass pumping); material testing; equipment; labor; removal and replacement of sidewalk and driveways as needed; removal and replacement of sprinkler systems, and other above ground obstructions per Attachment A of the Contract as needed; site restoration (includes removal and replacement of fencing, sod, etc.); and materials, complete in place.	102.2	\$1,150.00	\$117,530.00	\$0.00	\$117,530.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$117,530.00	\$0.00
2 . 7	Remove & Replace Manhole Ring & Lid with City of Montgomery lid, complete in place, as directed by Engineer.	15.0	\$1,250.00	\$18,750.00	\$0.00	\$18,750.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$18,750.00	\$0.00
2 . 8	Reshape and Reseal manhole bench and invert (excluding the reshaping incidental to CIPP work), complete in place, as directed by the Engineer.	15.0	\$1,000.00	\$15,000.00	\$0.00	\$15,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$15,000.00	\$0.00
C - Drainage Repair Items			\$870.00	\$83,615.00	\$0.00	\$83,615.00		\$0.00		\$52,390.00	\$0.00		\$52,390.00	62.66%	\$31,225.00	\$5,239.00
3 . 1	12-inch Dual Reinforced Concrete Pipe (RCP), ASTM C-76, Class IV, storm sewer culvert by open cut construction all depths (including fittings, bedding and backfill), complete in place. (Pages 4, 5, 6, & 15)	219.0	\$130.00	\$28,470.00	\$0.00	\$28,470.00	0.0	\$0.00	198.0	\$25,740.00	\$0.00	198.0	\$25,740.00	90.41%	\$2,730.00	\$2,574.00
3 . 2	15-inch Dual Reinforced Concrete Pipe (RCP), ASTM C-76, Class IV, storm sewer culvert by open cut construction all depths (including fittings, bedding and backfill), complete in place. (Page 10)	23.0	\$120.00	\$2,760.00	\$0.00	\$2,760.00	0.0	\$0.00	23.0	\$2,760.00	\$0.00	23.0	\$2,760.00	100.00%	\$0.00	\$276.00
3 . 3	18-inch Reinforced Concrete Pipe (RCP), ASTM C-76, Class IV, storm sewer culvert by open cut construction all depths (including fittings, bedding and backfill), complete in place. (Pages 4, 5, 6, & 7)	64.0	\$155.00	\$9,920.00	\$0.00	\$9,920.00	0.0	\$0.00	64.0	\$9,920.00	\$0.00	64.0	\$9,920.00	100.00%	\$0.00	\$992.00
3 . 4	24-inch Reinforced Concrete Pipe (RCP), ASTM C-76, Class IV, storm sewer culvert by open cut construction all depths (including fittings, bedding and backfill), complete in place. (Page 4)	46.0	\$190.00	\$8,740.00	\$0.00	\$8,740.00	0.0	\$0.00	21.0	\$3,990.00	\$0.00	21.0	\$3,990.00	45.65%	\$4,750.00	\$399.00
3 . 5	24-inch Dual Reinforced Concrete Pipe (RCP), ASTM C-76, Class IV, storm sewer culvert by open cut construction all depths (including fittings, bedding and backfill), complete in place. (Page 10)	22.0	\$200.00	\$4,400.00	\$0.00	\$4,400.00	0.0	\$0.00	22.0	\$4,400.00	\$0.00	22.0	\$4,400.00	100.00%	\$0.00	\$440.00
3 . 6	Excavation of ditch to final elevations and grades in accordance with plans including	301.0	\$30.00	\$9,030.00	\$0.00	\$9,030.00	0.0	\$0.00	186.0	\$5,580.00	\$0.00	186.0	\$5,580.00	61.79%	\$3,450.00	\$558.00

A	B	C					D		E		F	G			H	
Item No.	Description of Work	Qty	Unit Price	Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)		This Period		Materials Presently Stored(Not in D OR E)	Total Completed and Stored to Date (D + E + F)		% (G/C)	Balance to Finish (C-G)	Retainage
							Qty	Value	Qty	Value		Qty	Value			
	haul off excess material and removal and replacement of fencing and hydromulch seeding.															
3 . 7	Install 4-ft wide, 4-inch thick reinforced concrete slope paving as shown on plans, including concrete, rebar, weep hole drainage, and toe walls, complete in place.	451.0	\$45.00	\$20,295.00	\$0.00	\$20,295.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$20,295.00	\$0.00
D - Additional Items			\$8,528.75	\$58,954.00	\$0.00	\$58,954.00		\$0.00		\$38,265.00	\$0.00		\$38,265.00	64.91%	\$20,689.00	\$3,826.50
4 . 1	Remove existing gravel driveway and replace with asphalt driveway and including removal and disposal of existing culverts (size varies), and temporary access.	4391.0	\$9.00	\$39,519.00	\$0.00	\$39,519.00	0.0	\$0.00	4125.0	\$37,125.00	\$0.00	4125.0	\$37,125.00	93.94%	\$2,394.00	\$3,712.50
4 . 2	Remove/Replace existing asphalt pavement including removal and disposal of existing culverts (size varies),and temporary access.	170.0	\$8.00	\$1,360.00	\$0.00	\$1,360.00	0.0	\$0.00	80.0	\$640.00	\$0.00	80.0	\$640.00	47.06%	\$720.00	\$64.00
4 . 3	Remove/Replace existing concrete driveway including removal and disposal of existing culverts (size varies), and temporary access.	170.0	\$10.00	\$1,700.00	\$0.00	\$1,700.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$1,700.00	\$0.00
4 . 4	Placement of reinforced filter fabric barrier as per Stormwater Pollution Prevention Site Plan (including installation, maintenance, and removal after construction).	4500.0	\$1.75	\$7,875.00	\$0.00	\$7,875.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$7,875.00	\$0.00
4 . 5	TRAFFIC CONTROL PLAN, complete in place, per plans.	1.0	\$7,500.00	\$7,500.00	\$0.00	\$7,500.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$7,500.00	\$0.00
4 . 6	PROJECT REPORT for the total contract, including one (1) copy submitted on a USB drive per monthly pay request as well as one (1) external hard drive or USB drive for the entire project to be submitted with the final pay request, including video of all repaired sanitary sewer pipes and manholes post-construction, video and/or	1.0	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	0.0	\$0.00	0.5	\$500.00	\$0.00	0.5	\$500.00	50.00%	\$500.00	\$50.00
E - Supplemental Bid Items			\$9,823.00	\$24,995.00	\$0.00	\$24,995.00		\$0.00		\$19,070.00	\$0.00		\$19,070.00	76.30%	\$5,925.00	\$1,907.00
5 . 1	Removal of protruding service connection from sanitary sewer by remote controlled cutting device including post-construction cleaning and televising; complete in place, as directed by Engineer.	2.0	\$450.00	\$900.00	\$0.00	\$900.00	0.0	\$0.00	2.0	\$900.00	\$0.00	2.0	\$900.00	100.00%	\$0.00	\$90.00
5 . 2	8-inch (8") POINT REPAIR (using 8-inch (8") SDR 26 PVC, including adapters to connect to existing pipe) by excavation, all depths, replacing 6-feet (6') of pipe for each repair, including excavation; trench	5.0	\$1,800.00	\$9,000.00	\$0.00	\$9,000.00	0.0	\$0.00	4.0	\$7,200.00	\$0.00	4.0	\$7,200.00	80.00%	\$1,800.00	\$720.00

A	B	C					D		E		F	G		H		
Item No.	Description of Work	Qty	Unit Price	Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)		This Period		Materials Presently Stored(Not in D OR E)	Total Completed and Stored to Date (D + E + F)		% (G/C)	Balance to Finish (C-G)	Retainage
							Qty	Value	Qty	Value		Qty	Value			
	safety; groundwater control; sewer flow control (including by-pass pumping, if required); installation; bedding;removal of old pipe; reconnecting service leads to sewer line (as applicable);any necessary pipe fittings; testing; backfill and compaction testing; post-construction cleaning and televising; removal and replacement of sprinkler systems and other above ground obstructions; and site restoration (includes removal and replacement of fencing, sod, driveways, sidewalk, etc. as needed, but not including street pavement removal and replacement); complete in place, as directed by Engineer.															
5 . 3	ADDITIONAL LINEAR FOOTAGE for 8-inch (8") sanitary sewer pipe POINT REPAIR beyond the typical 6-feet (6'), per plans, exhibits, and repair tables; complete in place, as directed by Engineer.	0.0	\$100.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	100.00%	\$0.00	\$0.00
5 . 4	SERVICE LEAD REPAIR, as applicable, including excavation, trench safety, testing and backfill. Remove existing lead connection and externally reconnect new sanitary sewer service lead to main sanitary sewer line with a new saddle, all sizes and depths; including post-construction cleaning and televising; new saddles and pipe upto at least the edge of the easement or property line, as required; removal of roots and other pipe obstructions; groundwater control; sewer flow control, including by-pass pumping; backfill; removal of old pipe materials (if applicable); removal and replacement of sprinkler systems, and other above ground obstructions; site restoration (includes removal and replacement of fencing, sod, driveways, sidewalk, etc.); complete in place, as directed by Engineer.	5.0	\$1,750.00	\$8,750.00	\$0.00	\$8,750.00	0.0	\$0.00	5.0	\$8,750.00	\$0.00	5.0	\$8,750.00	100.00%	\$0.00	\$875.00
5 . 5	HEAVY CLEANING of 8-inch (8") sanitary sewer line to remove mineral deposits, heavy grease, heavy roots, protruding service leads, and other stabilized debris and materials from piping by a remote controlled cutting device, including mobilization and demobilization, complete in place, including post-televising, only asdirected by the Engineer.	40.0	\$18.00	\$720.00	\$0.00	\$720.00	0.0	\$0.00	40.0	\$720.00	\$0.00	40.0	\$720.00	100.00%	\$0.00	\$72.00
5 . 6	Removal of roots and other pipe obstructions by mechanical cutting device; sewer flow control (including bypass pumping, if required); post-construction cleaning and televising.	3.0	\$500.00	\$1,500.00	\$0.00	\$1,500.00	0.0	\$0.00	3.0	\$1,500.00	\$0.00	3.0	\$1,500.00	100.00%	\$0.00	\$150.00
5 . 7	Rehabilitation of 48-inch (48") diameter sanitary sewer manholes by resetting and	0.0	\$2,500.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	100.00%	\$0.00	\$0.00

A	B	C					D		E		F	G			H	
Item No.	Description of Work	Qty	Unit Price	Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)		This Period		Materials Presently Stored (Not in D OR E)	Total Completed and Stored to Date (D + E + F)		% (G/C)	Balance to Finish (C-G)	Retainage
							Qty	Value	Qty	Value		Qty	Value			
	resealing the manhole ring and throat (approximately top three (3) vertical feet of manhole) including applying a minimum 1-inch (1") cementitious grout to interior of the manhole, including locating; cleaning; preparation; sewer flow control (including by-pass pumping); post-construction photo; material testing; equipment; labor; removal and replacement of sidewalk and driveways as needed; removal and replacement of sprinkler systems, and other above ground obstructions; site restoration (includes removal and replacement of fencing, sod, etc.); removal and replacement of manhole ring and lid (excluding removal & replacement of ring and lids in other bid items); and materials, complete in place.															
5 . 8	Rehabilitation of 48-inch (48") diameter sanitary sewer manholes by resealing the manhole ring and throat (approximately top three (3) vertical feet of manhole) by applying a minimum 1-inch (1") cementitious grout to the manhole, including locating; cleaning; preparation; sewer flow control (including by-pass pumping); post-construction photo; material testing; equipment; labor; removal and replacement of sprinkler systems and other above ground obstructions, as needed; site restoration (includes removal and replacement of fencing, sod, etc.); and materials, complete in place.	1.0	\$525.00	\$525.00	\$0.00	\$525.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$525.00	\$0.00
5 . 9	Grout and reseal lateral connection interior to the manhole, complete in place, as directed by the Engineer.	2.0	\$500.00	\$1,000.00	\$0.00	\$1,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$1,000.00	\$0.00
5 . 10	Grout exterior of manhole frame, complete in place, as directed by Engineer.	0.0	\$500.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	100.00%	\$0.00	\$0.00
5 . 11	CLEANING of sanitary sewer manhole to remove mineral deposits, heavy grease, heavy roots, or other stabilized debris from manhole, including mobilization, demobilization, and post-televising, complete in place, as directed by the Engineer	0.0	\$750.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	100.00%	\$0.00	\$0.00
5 . 12	Installation of stainless-steel infiltration dish, complete in place, as directed by the Engineer.	10.0	\$260.00	\$2,600.00	\$0.00	\$2,600.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,600.00	\$0.00
5 . 13	REMOVE AND REPLACE 8-inch (8") SDR 26 PVC, including excavation; trench safety; groundwater control (including well pointing as needed); sewer flow control (including by-pass pumping); installation;	0.0	\$170.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	100.00%	\$0.00	\$0.00

A Item No.	B Description of Work	C					D		E		F	G		H	Retainage	
		Qty	Unit Price	Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)		This Period		Materials Presently Stored(Not in D OR E)	Total Completed and Stored to Date (D + E + F)		% (G/C)		Balance to Finish (C-G)
							Qty	Value	Qty	Value		Qty	Value			
	bedding; removal of old pipe; reconnecting service leads to sewer line (as applicable); testing; backfill and compaction testing; post-construction cleaning and televising; removal and replacement of sprinkler systems and other above ground obstructions; and site restoration (includes removal and replacement of fencing, sod, standard concrete driveways, sidewalk, etc. as needed, but not including street pavement removal and replacement and non-standard concrete driveway removal and replacement); complete in place, as directed by Engineer.															
F - Change Order 001			\$21,639.00	\$7,525.00	\$(2,949.00)	\$4,576.00		\$0.00		\$0.00	\$0.00		\$0.00	0.00%	\$4,576.00	\$0.00
6 . 1	PCCO#1 - Removal of tree	1.0	\$4,025.00	\$4,025.00	\$0.00	\$4,025.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$4,025.00	\$0.00
6 . 2	PCCO#1- Uncovering manhole and raising to grade	1.0	\$3,500.00	\$3,500.00	\$0.00	\$3,500.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$3,500.00	\$0.00
6 . 3	Sanitary Sewer Cleaning and Televising, 8-inch diameter, all depths, including sewer flow control (including by-pass pumping), as required; removal of roots, debris, grease, and other obstructions; disposal of sludge & solid materials; removal and replacement of fencing as necessary; and site restoration, complete as specified.	441.0	\$3.00	\$0.00	\$1,323.00	\$1,323.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$1,323.00	\$0.00
6 . 4	8-inch (8") sanitary sewer rehabilitation by CURED-IN-PLACE process, all depths, including post-construction cleaning and televising; removal of roots and other pipe obstructions by regular pipe cleaning methods; sewer flow control (including by-pass pumping, if required); coordination with testing laboratory for materials testing; removal and replacement of sprinkler systems, and other above ground obstructions; providing the Engineer copies of the curing logs; and site restoration to existing or better condition (includes removal and replacement of fencing, sod, etc.); complete in place, as directed by Engineer.	281.0	\$27.00	\$0.00	\$7,587.00	\$7,587.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$7,587.00	\$0.00
6 . 5	SERVICE LEAD RECONNECTION upon completion of CURED-IN-PLACE process by televised remote controlled cutting device including removal of coupon and testing, all depths, all pipe sizes; complete in place, as directed by Engineer.	-4.0	\$1.00	\$0.00	(\$4.00)	(\$4.00)	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	(\$4.00)	\$0.00
6 . 6	12-inch Dual Reinforced Concrete Pipe (RCP), ASTM C-76, Class IV, storm sewer culvert by open cut construction all depths	21.0	\$130.00	\$0.00	\$2,730.00	\$2,730.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,730.00	\$0.00

A Item No.	B Description of Work	C					D		E		F Materials Presently Stored(Not in D OR E)	G		H Balance to Finish (C-G)	Retainage	
		Qty	Unit Price	Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)		This Period			Total Completed and Stored to Date (D + E + F)				% (G/C)
							Qty	Value	Qty	Value		Qty	Value			
	(including fittings, bedding and backfill), complete in place.															
6 . 7	18-inch Reinforced Concrete Pipe (RCP), ASTM C-76, Class IV, storm sewer culvert by open cut construction all depths (including fittings, bedding and backfill), complete in place.	-21.0	\$155.00	\$0.00	(\$3,255.00)	(\$3,255.00)	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	(\$3,255.00)	\$0.00
6 . 8	Removal of protruding service connection from sanitary sewer by remote controlled cutting device including post-construction cleaning and televising; complete in place, as directed by Engineer.	1.0	\$450.00	\$0.00	\$450.00	\$450.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$450.00	\$0.00
6 . 9	ADDITIONAL LINEAR FOOTAGE for 8-inch (8") sanitary sewer pipe POINT REPAIR beyond the typical 6-feet (6'), per plans, exhibits, and repair tables; complete in place, as directed by Engineer.	-4.0	\$100.00	\$0.00	(\$400.00)	(\$400.00)	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	(\$400.00)	\$0.00
6 . 10	HEAVY CLEANING of 8-inch (8") sanitary sewer line to remove mineral deposits, heavy grease, heavy roots, protruding service leads, and other stabilized debris and materials from piping by a remote controlled cutting device, including mobilization and demobilization, complete in place, including post-televising, only as directed by the Engineer.	-60.0	\$18.00	\$0.00	(\$1,080.00)	(\$1,080.00)	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	(\$1,080.00)	\$0.00
6 . 11	Removal of roots and other pipe obstructions by mechanical cutting device; sewer flow control (including by-pass pumping, if required); post-construction cleaning and televising.	2.0	\$500.00	\$0.00	\$1,000.00	\$1,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$1,000.00	\$0.00
6 . 12	Rehabilitation of 48-inch (48") diameter sanitary sewer manholes by resetting and resealing the manhole ring and throat (approximately top three (3) vertical feet of manhole) including applying a minimum 1-inch (1") cementitious grout to interior of the manhole, including locating; cleaning; preparation; sewer flow control (including by-pass pumping); post-construction photo; material testing; equipment; labor; removal and replacement of sidewalk and driveways as needed; removal and replacement of sprinkler systems, and other above ground obstructions; site restoration (includes removal and replacement of fencing, sod, etc.); removal and replacement of manhole ring and lid (excluding removal & replacement of ring and lids in other bid items); and materials, complete in place.	-1.0	\$2,500.00	\$0.00	(\$2,500.00)	(\$2,500.00)	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	(\$2,500.00)	\$0.00
6 . 13	Rehabilitation of 48-inch (48") diameter sanitary sewer manholes by resealing the	-11.0	\$525.00	\$0.00	(\$5,775.00)	(\$5,775.00)	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	(\$5,775.00)	\$0.00

A Item No.	B Description of Work	C					D		E		F	G		H	Retainage	
		Qty	Unit Price	Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)		This Period		Materials Presently Stored(Not in D OR E)	Total Completed and Stored to Date (D + E + F)		% (G/C)		Balance to Finish (C-G)
							Qty	Value	Qty	Value		Qty	Value			
	manhole ring and throat (approximately top three (3) vertical feet of manhole) by applying a minimum 1-inch (1") cementitious grout to the manhole, including locating; cleaning; preparation; sewer flow control (including by-pass pumping); post-construction photo; material testing; equipment; labor; removal and replacement of sprinkler systems and other above ground obstructions, as needed; site restoration (includes removal and replacement of fencing, sod, etc.); and materials, complete in place.															
6 . 14	Grout and reseal lateral connection interior to the manhole, complete in place, as directed by the Engineer.	1.0	\$500.00	\$0.00	\$500.00	\$500.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$500.00	\$0.00
6 . 15	Grout exterior of manhole frame, complete in place, as directed by Engineer.	-1.0	\$500.00	\$0.00	(\$500.00)	(\$500.00)	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	(\$500.00)	\$0.00
6 . 16	CLEANING of sanitary sewer manhole to remove mineral deposits, heavy grease, heavy roots, or other stabilized debris from manhole, including mobilization, demobilization, and post-televising, complete in place, as directed by the Engineer.	-1.0	\$750.00	\$0.00	(\$750.00)	(\$750.00)	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	(\$750.00)	\$0.00
6 . 17	Installation of stainless-steel infiltration dish, complete in place, as directed by the Engineer.	-5.0	\$260.00	\$0.00	(\$1,300.00)	(\$1,300.00)	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	(\$1,300.00)	\$0.00
6 . 18	REMOVE AND REPLACE 8-inch (8") SDR 26 PVC, including excavation; trench safety; groundwater control (including well pointing as needed); sewer flow control (including by-pass pumping); installation; bedding; removal of old pipe; reconnecting service leads to sewer line (as applicable); testing; backfill and compaction testing; post-construction cleaning and televising; removal and replacement of sprinkler systems and other above ground obstructions; and site restoration (includes removal and replacement of fencing, sod, standard concrete driveways, sidewalk, etc. as needed, but not including street pavement removal and replacement and non-standard concrete driveway removal and replacement); complete in place, as directed by Engineer.	-50.0	\$170.00	\$0.00	(\$8,500.00)	(\$8,500.00)	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	(\$8,500.00)	\$0.00
6 . 19	Removal of tree, up to 30-inch, including stump grinding, root removal, and hauling of waste material, complete in place.	1.0	\$4,025.00	\$0.00	\$4,025.00	\$4,025.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$4,025.00	\$0.00
6 . 20	Locate and uncover sanitary sewer	1.0	\$3,500.00	\$0.00	\$3,500.00	\$3,500.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$3,500.00	\$0.00

A	B	C					D		E		F	G		H		
Item No.	Description of Work	Qty	Unit Price	Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)		This Period		Materials Presently Stored (Not in D OR E)	Total Completed and Stored to Date (D + E + F)		% (G/C)	Balance to Finish (C-G)	Retainage
							Qty	Value	Qty	Value		Qty	Value			
	manhole, bring the manhole to grade, remobilize for television inspection.															
Grand Total:			\$92,266.75	\$515,370.00	\$(2,949.00)	\$512,421.00		\$62,165.00		\$109,925.00	\$0.00		\$172,090.00	33.58%	\$340,331.00	\$17,209.00

**PARTIAL AFFIDAVIT OF ALL BILLS PAID
AND LIEN RELEASE**

STATE OF TEXAS
COUNTY OF HARRIS

THE UNDERSIGNED was contracted or hired by **CITY OF MONTGOMERY** to furnish labor and/or materials in connection with certain improvements to real property described as follow:

Contractor: **PM Construction & Rehab, LLC**

Job Name: **MLK Drive Sanitary Sewer & Drainage Improvements**

Job Description: **Sanitary Sewer & Drainage Improvements** Invoice No.: **#2, \$172,090.00**

For Work Performed Through: **September 2022** Job Location: **City of Montgomery**

The undersigned certifies and warrants that there are no known mechanic's or material man's liens outstanding as of the date hereof, that all bills incurred by it with respect to the Work have been paid in full, and that there is no known basis for the filing of any mechanic's or material man's lien on the property and/or improvements above described by any person or entity performing work on behalf of the undersigned,; and to the extent permitted by applicable law, the undersigned does hereby waive and release any mechanic's or material man's lien or claims of lien of any other such person or entity, and further agrees to indemnify and hold the owner harmless from any said lien or claim including the payment of related costs, expenses, and responsible attorney's fees.

PM Construction & Rehab, LLC
CONTRACTOR




SIGNATURE

Christian Abels
PRINTED NAME

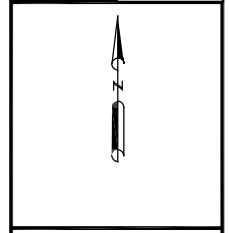
VP of Operations
TITLE

SUBSCRIBED AND SWORN to before me, the undersigned on this the 8th day of September, 2022.

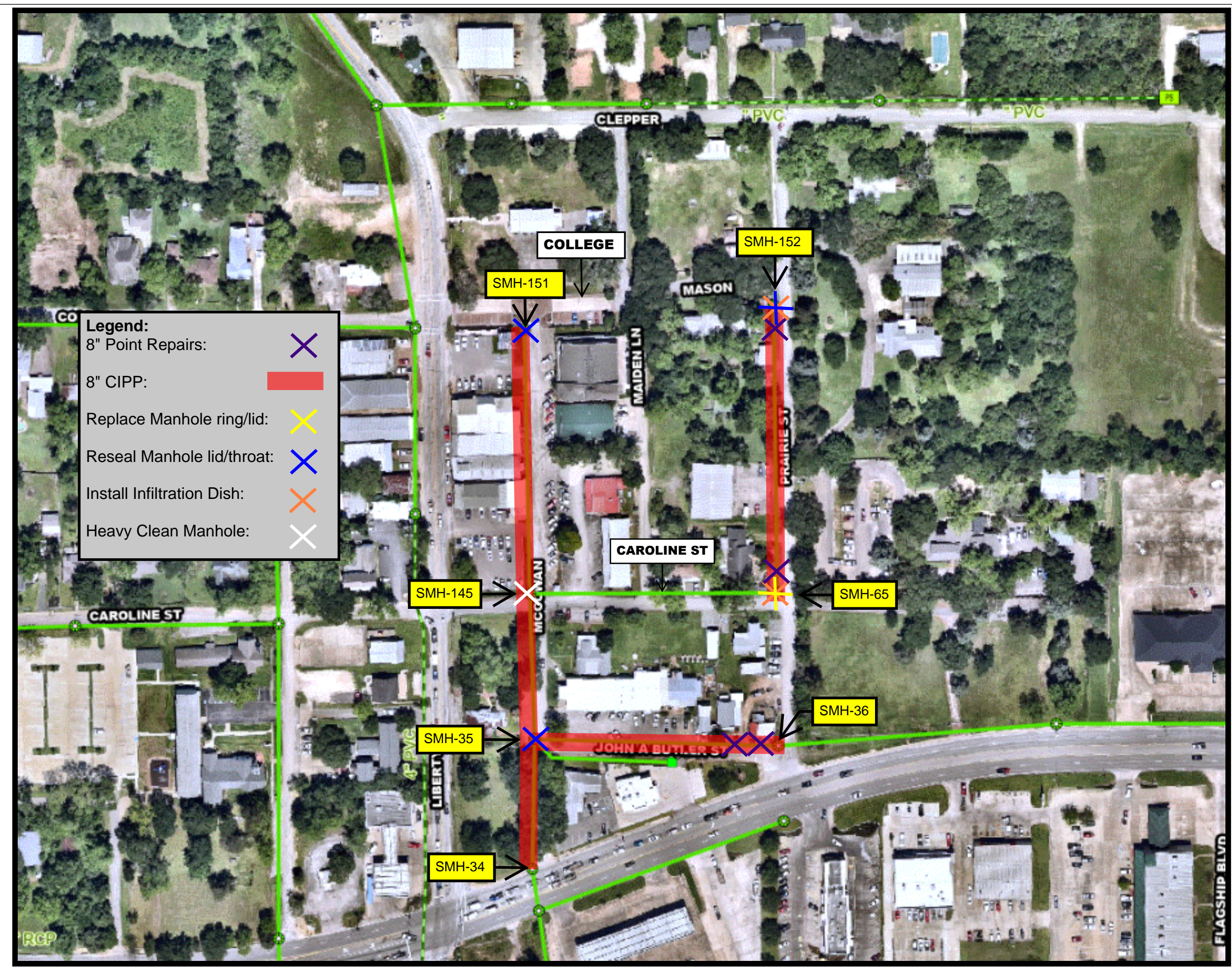



Notary Public for the State of Texas
My Commission Expires: June 11, 2023

Downtown Sanitary Sewer Rehabilitation
 City of Montgomery

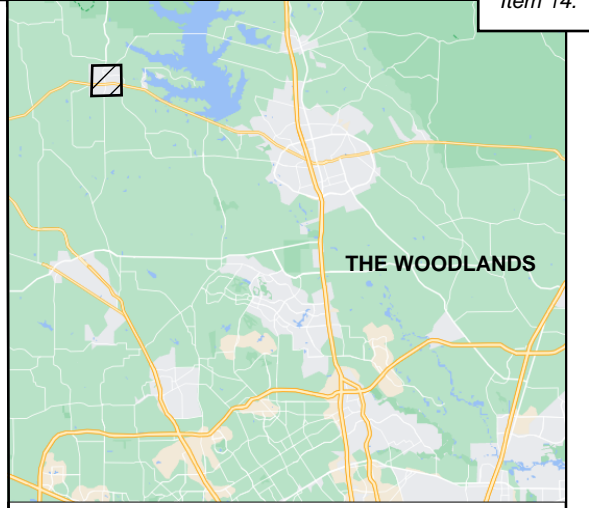
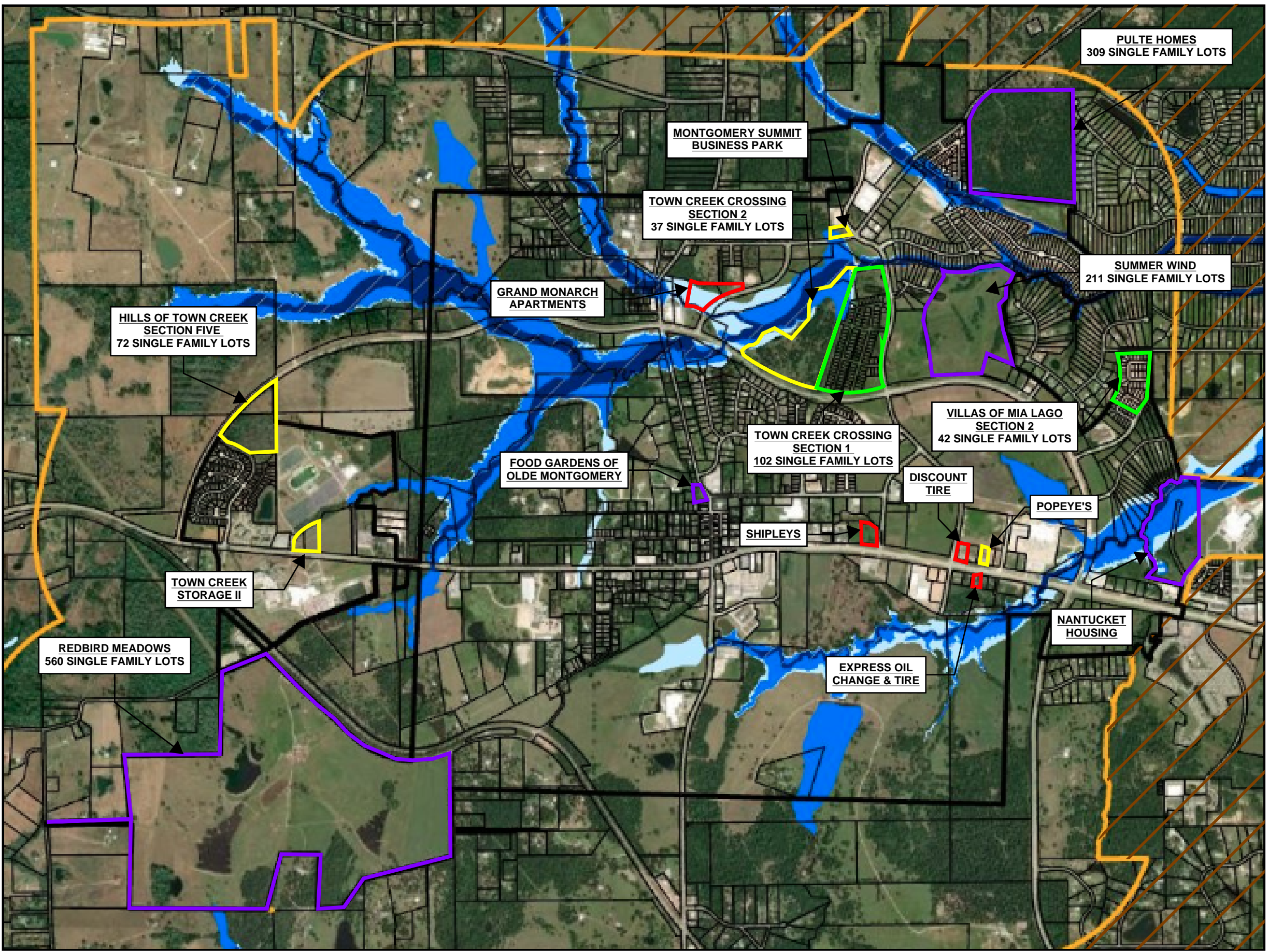


ATTACHMENT
 NO. 2














Legend:

- 8" Point Repairs:
- 8" CIPP:
- Replace Manhole ring/lid:
- Reseal Manhole lid/throat:
- Install Infiltration Dish:
- Heavy Clean Manhole:



**VICINITY MAP
NTS**

LEGEND

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

Active Developments
September 2022