City of Montgomery
City Council
Regular Meeting Agenda

June 24, 2025 at 6:00 PM
Montgomery City Hall – Council Chambers
101 Old Plantersville Rd. Montgomery, TX 77316

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held on **Tuesday, June 24, 2025** at **6:00 PM** at the City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas.

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

OPENING AGENDA

1. Call Meeting to Order.
2. Invocation.
3. Pledges of Allegiance.

PUBLIC FORUM

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

PRESENTATIONS

4. Proclamation Honoring Eagle Scout Cohen B. Rogers.
5. Proclamation Honoring Lake Creek Softball Team.
6. Presentation of the City's Emergency Management Plan.

CONSENT AGENDA

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

7. Consideration and possible action on the Joint Special Meeting Minutes of April 29, 2025.
8. Consideration and possible action on a Resolution of the City Council of the City of Montgomery, Montgomery County, Texas, appointing a member to the Montgomery Planning and Zoning Commission for an unexpired term.

PUBLIC HEARING

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

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

REGULAR AGENDA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEPARTMENTAL REPORTS

27. May 2025 Court Report

28. June 2025 PD & CE/PZA Report

29. Public Works Monthly Report May 2025

30. Utility Operations Monthly Report May 2025

31. Financial Report May 2025.

32. Building Official Report for May 2025.

33. Discussion on Engineer's Monthly Report.

COUNCIL INQUIRY

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

EXECUTIVE SESSION

34. Closed Session

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

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

2. Section 551.087 Deliberation regarding Economic Development Negotiations regarding HEB Development Agreement.

35. Open Session

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

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

2. Section 551.087 Deliberation regarding Economic Development Negotiations regarding HEB Development Agreement.

CLOSING AGENDA

36. Items to consider for placement on future agendas.

37. Adjourn.

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

I, Ruby Beaven, certify that this notice of meeting was posted on the website and bulletin board at City Hall of the City of Montgomery, Texas, a place convenient and readily accessible to the general public at all times. This notice was posted at said locations on the following date and time: **June 20, 2025 by 5:50 PM.** and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/s/ Ruby Beaven

City Secretary

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

Date: _____ Time: _____

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

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

Montgomery City Council
AGENDA REPORT

Meeting Date: June 24, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By: Ruby Beaven**

Subject

Proclamation Honoring Eagle Scout Cohen B. Rogers.

Recommendation

Presentation Only.

Discussion

Cohen B. Rogers is a member of the Boys Scout Troop 491 Montgomery Texas and has achieved the rank of Eagle Scout. Cohen B. Rogers diligently planned, coordinated, executed, and presented a wheelchair-accessible mobile hunting blind he constructed with 15 fellow Boy Scouts. Veterans were invited to sign and leave inspirational messages inside the hunting blind. The mobile hunting blind was donated to Patriot Outfitters where the unit could serve a practical purpose and honor our veterans.

Approved By

City Administrator	Brent Walker	Date: 06/19/2025

PROCLAMATION

Honoring Eagle Scout
Cohen B. Rogers

WHEREAS, Cohen B. Rogers, of Boys Scout Troop 491 Montgomery Texas, has achieved the rank of Eagle Scout; and

WHEREAS, Eagle Scouts act as leaders and role models in the community, it takes years of dedication and commitment to achieve the rank of Eagle Scout; and

WHEREAS, the Eagle Scout Award is a distinction that will follow him throughout life and will be a beacon to others of the leadership quality and commitment this young man has shown; and

WHEREAS, Cohen B. Rogers has diligently planned, coordinated, executed, and presented a wheelchair-accessible mobile hunting blind he constructed with 15 fellow Boy Scouts. Veterans were invited to sign and leave inspirational messages inside the hunting blind. The mobile hunting blind was donated to Patriot Outfitters where the unit could serve a practical purpose and honor our veterans.

WHEREAS, in the coming years, disabled veterans will enjoy and appreciate the fruits of his labor.

NOW, I SARA COUNTRYMAN, MAYOR OF THE CITY OF MONTGOMERY, TEXAS, do hereby congratulate and recognize Cohen B. Rogers for his achievement of the rank of Eagle Scout. We are proud to have him as a member of our community.

In testimony whereof, I have hereunto set my hand and caused the Official Seal of the City of Montgomery, Texas to be affixed this 24th day of June 2025.

CITY OF MONTGOMERY, TEXAS

_____
Sara Countryman, Mayor

ATTEST

_____
Ruby Beaven, City Secretary

Montgomery City Council
AGENDA REPORT

Meeting Date: June 24, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By: Ruby Beaven**

Subject

Proclamation Honoring Lake Creek Softball Team.

Recommendation

Presentation Only.

Discussion

The 2025 Lake Creek Softball Team made school history by qualifying for the State Championship title for the third time in four years. On Friday, May 30, 2025, the team triumphed in a thrilling 12-1 win against Hallsville High School, earning the State Championship Title. The Lady Lions take title with 37-0 record as UIL 5A Division 2 Softball Championship.

Approved By

City Administrator	Brent Walker	Date: 06/20/2025

PROCLAMATION

Honoring

Lake Creek Softball Team

WHEREAS, the 2025 Lake Creek Softball Team made school history by qualifying for the State Championship title for the third time in four years; and

WHEREAS, the Lady Lions take title with 37-0 record as UIL 5A Division 2 Softball Championship; and

WHEREAS, on Friday, May 30, 2025, the team triumphed in a thrilling 12-1 win against Hallsville High School, earning the State Championship Title; and

WHEREAS, the Lady Lions have done something amazing as a softball team in Montgomery, Texas – continue to win a state championship; and

WHEREAS, this extraordinary accomplishment is a testament to the team's resilience, dedication, and unity, as well as the unwavering support and leadership of Head Coach Candyce Carter; and

WHEREAS, the accomplishments of the 2025 Lake Creek Softball Team have brought immense pride to their school, their families, alumni, and the entire community.

NOW, THEREFORE, I, **SARA COUNTRYMAN, MAYOR OF THE CITY OF MONTGOMERY, TEXAS**, do hereby honor and recognize the 2025 Lake Creek Softball Team for their success in being the UIL 5A Division 2 Softball State Champions. The City of Montgomery City Council encourages all residents to join us in recognizing and celebrating the outstanding achievements of these student-athletes.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Montgomery, Texas to be affixed this 24th day of June 2025.

CITY OF MONTGOMERY, TEXAS

_____

Sara Countryman, Mayor

ATTEST

_____

Ruby Beaven, City Secretary

Montgomery City Council
AGENDA REPORT

Meeting Date: June 24, 2025	**Budgeted Amount:**
Department: Police	**Prepared By: Anthony Solomon**

Subject

Presentation of the City's Emergency Management Plan.

Recommendation

Discussion

Chief Solomon will give a brief presentation regarding the City's Emergency Management Plan as requested by City Council.

Approved By

Chief of Police	Anthony Solomon	Date: 6/16/25

Emergency Management Plan

206.1 PURPOSE AND SCOPE

This order clarifies the role of the Montgomery Police Department and responsibilities of its members pertaining to large-scale emergencies and the Texas Division of Emergency Management (TDEM). This order establishes the framework from which the Department directs its strategic planning (preparedness) and tactical response for all hazards and large special events. It is applicable to all employees (sworn and non-sworn) and assigns specific responsibilities for all hazards, whether man-made or natural.

206.1.1 DEFINITIONS

Alpha-Bravo Schedule — A modified work schedule broken-down into 12-hour shifts. Day shift (Alpha) begins at 0600 and ends at 1800 and night shift (Bravo) begins at 1800 and ends at 0600 the following calendar day.

Department Operations Center (DOC) — Department Operations Centers (DOCs) are facilities from which individual departments control their internal resource mobilizations and tactical operations during periods of increased service demands beyond normal capabilities. Activities normally carried out in a DOC should not take place in the EOC. Conversely, interagency coordination and strategic planning should not take place at a DOC. Department level staffing plans should address both tactical level DOC and EOC staffing needs during significant events.

Department-Wide Emergency Response - When a circumstance (man-made or natural) has created an emergency situation requiring the use of tactics and resources other than those normally used in a Normal State of Readiness, the Chief of Police, or designee, may order a department-wide Emergency Response in order to decisively and immediately respond, mitigate, and recover from the emergency situation.

Emergency Management Coordinator - Employee designated as the single point of contact for all routine emergency management matters and is responsible for ensuring the department's emergency management planning and response efforts comply and/or coincide with applicable city ordinances, National Incident Management System, and Incident Command System protocols and best practices. In addition, the Emergency Management Coordinator is responsible for ensuring that the department's emergency management planning and general response strategies seamlessly integrate with the City of Montgomery Emergency Management Plan as well as plans, memoranda of understanding/agreement, and interlocal agreements with other partner entities.

Emergency Operations Center (EOC) — The purpose of the Emergency Operations Center is to coordinate strategic decision-making, resource allocation, public information, and warning. The operation of the EOC does not eliminate a department's needs for tactical level coordination of staffing and resources which normally takes place in a DOC. The EOC focuses on inter-agency coordination and strategic decision-making. Agency representatives cannot effectively

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carry out these functions if they are preoccupied with internal department response planning and coordination which should take place within a DOC.

Emergency Operations Center Representative - Agency representatives at the EOC capable of committing their department's resources.

Emergency Operations Plan (EOP) — An emergency operations plan is a course of action developed to mitigate the damage of potential events that could endanger an organization's ability to function. Such a plan should include measures that provide for the safety of personnel, property and facilities. It should also include provisions to assess the severity of an incident and implement steps to eliminate the problem.

Event - A planned, non-emergency activity. ICS can be used as the management system for a wide range of events (e.g., parades, concerts, and/or special and sporting events).

Event Action Plan (EAP) - A written plan containing general SMART objectives reflecting the overall strategy for managing an event. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the event during one or more operational periods.

Finance Section - The section responsible for all incident costs and financial considerations.

FLOP — An acronym used to identify a group of incident management personnel organized according to function and reporting to the Incident Commander.

(a) **Finance/Administrative Section** - Manages cost associated with the event.

(b) **Logistics Section** - Identifies, requests, receives, and delivers tangible items.

(c) **Operations Section** - Manages field resources.

(d) **Planning Section** - Forecasts needs, prepares briefings, and develops status reports.

Incident - An occurrence, natural or human-caused, that requires an emergency response to protect life or property (e.g., terrorist threats or attacks, wild land and urban fires, floods, hazardous materials spills, aircraft accidents, earthquakes, hurricanes, tornadoes, public health and medical emergencies, etc.).

Incident Action Plan (IAP) - A written plan containing general SMART objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the incident during one or more operational periods.

Incident Command Post (ICP) - The location of the tactical-level, on-scene incident command and management organization for field response teams. The ICP typically comprises the Incident Commander and immediate staff and may include other designated incident management officials. Typically, the ICP is located at or in the immediate vicinity of the incident site and is where direct, on-scene control of field response units takes place. Incident planning and communications are also conducted at the ICP.

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Incident Command System (ICS) - A standardized emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable. to small as well as large and complex incidents.

Incident Commander (IC) - The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site. DPD ICs generally operate from the DOC and delegate responsibilities at the incident site.

LIPS - Acronym used to prioritize SMART objectives.

(a) **Life Safety** - Objectives that deal with immediate threats to the safety of the public and responders are the priority.

(b) **Incident Stabilization** - Objectives that contain the incident to keep it from expanding and objectives that control the incident to eliminate or mitigate the cause are the second priority.

(c) **Property/Environmental Conservation** - Objectives that deal with issues of protecting public and private property and the environment are the third priority.

(d) **Societal Restoration** - Objectives that identify strategies to return public and private sector functions to normal levels and are the fourth priority.

Logistics Section - The section responsible for providing facilities, services, and material support for the incident.

National Incident Management System (NIMS) - A system mandated by HSPD-5 (Homeland Security Presidential Directive) that provides a consistent nationwide approach for Federal, State, local, and tribal governments; the private sector; and nongovernmental organizations to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity.

Normal State of Readiness - This phase constitutes a continuous and constant state of readiness. The DPD proactively ensures this state of readiness by constantly training, maintaining equipment, conducting ongoing equipment inspections, and gathering information to formulate an effective response plan.

Operational Period - An operational period is the period scheduled for executing a given set of operational actions as specified in the EAP or IAP. The length of the operational period is to be determined by the DPD DOC. When operations are focused primarily on recovery programs, operational periods are typically a week or longer.

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Operations Section - The section responsible for all tactical incident operations and implementation of the EAP or IAP.

Planning Section - The section responsible for the collection, evaluation, and dissemination of operational information related to the incident, and for the preparation and documentation of the EAP or IAP. This section also maintains information on the current and forecasted situation and on the status of resources assigned to the incident.

SMART Objectives - Objectives reflecting the overall strategy for managing an event or incident. SMART stands for:

(a) **Specific** — Is the wording precise and unambiguous?

(b) **Measurable** — How will achievements be measured?

(c) **Action-oriented** — Is an action verb used to describe expected accomplishments?

(d) **Realistic** — Is the outcome achievable with given available resources?

(e) **Time-sensitive** — What is the timeframe?

Situational Awareness - The perception of environmental elements with respect to time or space, the comprehension of their meaning, and the projection of their status after some variable has changed, such as time, or some other variable, such as a predetermined event. It is also a field of study concerned with perception of the environment critical to decision-makers in complex situations.

Tactical Alert - When the department has received or developed reliable intelligence that there is a relatively high probability that a circumstance (man-made or natural) may escalate into an emergency situation requiring the use of tactics and resources other than those normally used in a Normal State of Readiness, the Chief or Police, or designee, may place the department on Tactical Alert in order to prepare for a decisive and immediate department-wide tactical response, if needed.

206.2 POLICY

The Montgomery Police Department will prepare for large-scale emergencies within and outside its
jurisdiction through planning and cooperation with other agencies.

The City Emergency Management Plan complies with the Texas Division of Emergency Management Plan. This plan provides guidance for City emergency operations within and outside its borders as may be required (Tex. Gov't Code § 418.001, et seq.; 37 Tex. Admin. Code § 7.13).

206.3 ACTIVATING THE EMERGENCY MANAGEMENT PLAN

The Emergency Management Plan can be activated in several ways. For the Montgomery Police Department, the Chief of Police or the highest ranking on-duty supervisor may activate the Emergency Management Plan in response to a major emergency.

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Upon activation of the plan, the Chief of Police or the authorized designee should contact the Texas Division of Emergency Management to assist with mutual aid response from local, state and federal law enforcement agencies.

206.3.1 RECALL OF PERSONNEL

If the Emergency Management Plan is activated, all employees of the Montgomery Police Department are subject to immediate recall to service. Employees may also be subject to recall during extraordinary circumstances as deemed necessary by the Chief of Police or the highest ranking on-duty supervisor.

Failure to promptly respond to an order to report for duty may result in discipline.

206.3.2 OPERATIONAL CONDITIONS (OPCON)

The department operates in three general states. Each state automatically triggers certain duties and responsibilities for all department personnel (sworn and non-sworn). These states are:

Normal State of Readiness

In accordance with the department's mission, and in order to effectively serve the citizens of the City of Montgomery, all personnel carry out their duties in a perpetual state of readiness. The department proactively ensures this state of readiness by constantly training, maintaining equipment, conducting ongoing equipment inspections, gathering information, and distributing intelligence in order to formulate an effective response to all hazards. In this normal state of readiness all department personnel are required to maintain a constant state of situational awareness by doing certain daily activities to include, but not limited to the following:

(a) Awareness of the potential need to send their resources and personnel to other units or other assignments (e.g., DOC, EOC, Command Posts, etc.) with little to no notice.

(b) Review Emergency Operations Plans (EOPs) with their employees.

Tactical Alert

When the department has received or developed reliable intelligence that there is a relatively high probability that a circumstance (man-made or natural) may escalate into an emergency situation requiring the use of tactics and resources other than those normally used in a Normal State of Readiness, the Chief of Police, or designee, may place the department on Tactical Alert in order to prepare for a decisive and immediate department-wide tactical response. In the event the Chief of Police places the department on Tactical Alert, the Chiefs designee will notify the department via a "DPD All" page and email. This page and email title will include the reason for the tactical alert (e.g., Tactical Alert-Severe Weather, Tactical Alert- Flooding, Tactical Alert-Civil Disturbance, Tactical Alert-Terror Threat, etc.), as well as, any additional directions.

In addition to any special instructions received via pager or email, when placed on Tactical Alert, all department personnel (sworn and non-sworn) will prepare for the probable incident by doing the following:

(a) Continue performing all activities as in a Normal State of Readiness.

(b) Keep phone nearby, day or night, whether on or off-duty.

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(c) Prepare to work modified hours (e.g., Alpha/Bravo) for a long duration of time.

(d) Prepare to work or support EOC and/or DOC operations.

(e) Prepare a "go bag" containing personal items needed for extended duty assignments (e.g., personal hygiene items, change of clothing, water, and food, etc.)

(f) Sworn personnel will report to work in Class D (tactical uniform) with all equipment needed to work patrol and crowd control regardless of primary or ancillary assignments (See Patrol SOP for a list of equipment needed.)

Department-wide Emergency Response

When a circumstance (man-made or natural) has created an emergency requiring the use of tactics and resources other than those normally used in a Normal State of Readiness, the Chief of Police, or designee, may order a department-wide Tactical Response in order to decisively and immediately respond, mitigate, and recover from the emergency situation. In the event the Chief of Police orders a department-wide Emergency Response, the Chiefs designee will notify the department via a "DPD All" page and email. This page and email title will include the reason for the department-wide emergency response (e.g., Emergency Response-Severe Weather, Emergency Response-Flooding, Emergency Response-Civil Disturbance, Emergency Response-Terror Incident, etc.), as well as any additional directions. In addition to any special instructions received via pager or email, during a department-wide emergency response all department supervisors will execute the tasks they would normally prepare for while on a Tactical Alert and follow orders given by the DOC.

Personnel Deployment (Alpha/Bravo)

To leverage the resources needed to decisively and immediately respond to, mitigate, and recover from an emergency, the Chief of Police (or designee) may establish a department-wide work schedule change. If so directed, the usual modified work schedule is broken-down into 12-hour shifts. Day shift (Alpha) begins at 0600 and ends at 1800 and Night shift (Bravo) begins at 1800 and ends at 0600 the following calendar day. Supervisors will submit personnel rosters reflecting personnel assignments today and night shifts to the DOC, via their chain of command. The DOC IC may modify any or all portions of Alpha/Bravo. The following groups are designated to work as follows:

(a) Day Shift (Alpha):

1. All Patrol Day shifts

(b) Night Shift (Bravo)

1. All Patrol power shifts.
2. All Patrol night shifts.

(c) All other personnel within their respective Divisions and Sections (e.g., Major Crimes, General Investigations, Training, etc.) shall be divided equally between day and night shift (i.e., 50% Alpha and 50% Bravo), unless otherwise directed by the DOC.

(d) Special Operations and non-sworn personnel schedule modifications will be designated by the DOC IC, if needed.

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206.4 DEPARTMENT OPERATIONS CENTER (DOC)

When the Departmental Operations Center (DOC) is activated, the incident shall be managed in accordance with ICS protocols. The objective of any activation is to decisively and immediately respond to, mitigate, and recover from an emergency situation while continuing to provide police services to the citizens of the City of Montgomery.

206.4.1 DOC OPERATIONAL AUTHORITY

The DOC operates with the authority of the Chief of Police. The designated IC may leverage this authority In order to decisively and immediately respond to, mitigate, and aid in recovery from an emergency situation while continuing to provide police services to the citizens of the City of Montgomery. ICs have all department resources at their disposal and have the authority to do the following, to include but not limited to:

(a) Cancel training courses, court, and leave.

(b) Modify work schedule.

(c) Direct equipment issue.

(d) Suspend the ride-along program.

(e) Direct staff to establish an Incident Command Post (ICP);

(f) Hold over DPD personnel (sworn and non-sworn);

(g) Direct support units to report to patrol functions.

(h) Limit response to service types and actions (e.g., not responding to alarm calls); and

(i) Assign personnel (sworn and non-sworn) to serve in the DOC in various capacities.

206.4.2 CRITERIA FOR DOC ACTIVATION

Situations that trigger activations may be unique and therefore activations are a judgment call based upon numerous factors; however, generally, the DOC should be activated when a situation exists that has overwhelmed or will overwhelm and/or deplete department resources, regardless of if the City of Montgomery Emergency Operations Center (EOC) has been activated or not. When an on-duty Lieutenant is aware of a situation that could potentially trigger a DOC activation, they will consult with their Bureau Chief. The Bureau Chief will consult with the Chief of Police to make the final determination to activate the DOC.

Incidents that would merit a DOC activation may include, but are not limited to the following:

(a) 9-1-1 system crash.

(b) Large spontaneous protest.

(c) Large-scale power outage.

(d) Hazardous weather event.

(e) Officer involved incident with an associated hostile crowd.

(f) Larger than normal media response to an incident.

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(g) Multi-agency protracted response to an event.

(h) Large training exercise; or

(i) As directed by the Chief of Police or designee

206.4.3 DOC RESPONSE AND PROTOCOL

Upon initial activation of the DOC, an on-duty Lieutenant will respond as the DOC Incident Commander (IC) for the initial operational period. Generally, the DOC will be located at the Chiefs Conference Room; however, the IC may direct that the DOC be located elsewhere. The IC will begin to assess the situation and direct what personnel will be needed in the DOC as an initial response.

(a) Upon activation, the IC, or designee, will immediately notify other entities that the DOC has been activated. Notifications include, but are not limited to, the following:

1. City of Montgomery Emergency Management
2. Communications

(b) Upon activation, the IC, or designee, will:

1. Review all relevant emergency operations plans.
2. Draft SMART objective for the operational period using LIPS to prioritize objectives.
3. Determine what the operational periods will be.
4. Document all relevant decisions, requests for resources and activity in the applicable ICS form.

(c) The DOC will be run in accordance with ICS training and protocol. Each operational period of the incident will be documented in an Incident Action Plan (IAP) or Event Action Plan (EAP) using all the applicable ICS forms. The number of personnel who will respond to the DOC will vary depending on the size and scope of the incident (scalable). The personnel required at the DOC can either be increased or decreased, as needed. Specific personnel with specialized skills may be required during complex incidents.

1. All personnel (sworn and non-sworn), regardless of rank and/or work groups are either subject to support or subject to callback for the DOC. The usual personnel needed for DOC duties may include, but are not limited to personnel to assist with:

(a) Special Operations

(b) Special Events

(c) Fleet

(d) PIO

(e) Planning

(f) Operations

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(g) Logistics

(h) Finance

206.5 INCIDENT ACTION PLANS (IAP) AND EVENT ACTION PLAN (EAP)

The IAP or EAP is a written plan that defines the incident or event objectives and reflects the tactics necessary to manage an incident or event during an operational period. The IAP or EAP is to be considered directive and helps all personnel involved understand incident objectives and issues. An IAP or EAP is the primary source of data used to refine public safety systems, protocols, and procedures for subsequent incidents or events. In addition, financial reimbursement to the department for large incidents is contingent upon submitting an IAP or EAP.

An IAP or EAP or supporting ICS documents are required under the following circumstances:

(a) DOC activations.

(b) EOC activations.

(c) Special events requiring a command post.

(d) Anytime a command post is used for any operation for two or more designated operational periods; or

(e) Anytime any emergency operations plan (EOP) is applied into an event or incident in conjunction with a DOC, EOC, and/or command post activation.

206.6 AFTER ACTION REVIEW/REPORT (AAR) AND CORRECTIVE ACTION PLAN (CAP)

Organizational learning requires continuous assessment of organizational performance, looking at successes and failures, and ensuring that learning takes place to support continuous improvement. The After-Action Review/Report (AAR) is the primary means and tool for facilitating this assessment. A team will be assembled to discuss a task, incident, event, activity, or project, in an open and honest fashion. The systematic application of properly conducted AARs across an organization can help drive organizational change. When applied correctly, AARs can become a key aspect of the internal system of learning and motivation. Subsequent to any incident or event, which requires an IAP or EAP, an MR with key personnel will be conducted no later than two calendar weeks after the last operational period of the incident or event. Attendance and participation at the AAR is mandatory, unless otherwise authorized by the Chief of Police. All input from the review will be compiled into an After-Action Report and submitted to the Chief of Police. The Chief of Police will then issue a Corrective Action Plan (CAP). Compliance with the CAP is mandatory. CAPs may direct that corrective action be taken, to include, but not limited to, the following examples:

(a) Department general order changes.

(b) Unit SOP changes.

(c) Equipment purchases or redistribution.

(d) Department reorganization.

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(e) Budget reallocation; and/or

(f) Personnel reassignment.

206.7 LOCATION OF THE EMERGENCY MANAGEMENT PLAN

Copies of the Emergency Management Plan are available on the shared drive and Public Safety Communications. All supervisors should familiarize themselves with the Emergency Management Plan and the roles members will play when the plan is implemented. The Assistant Chief of Police should ensure that department members are familiar with the roles they will play when the plan is implemented.

206.8 EMERGENCY MANAGEMENT PLAN REVIEW

The Chief of Police or the authorized designee shall review the Emergency Management Plan annually and ensure that the plan conforms to any revisions made by the National Incident Management System (NIMS). The Chief of Police or the authorized designee should appropriately address any needed revisions (37 Tex. Admin. Code § 7.12).

206.9 TRAINING

The Department should provide annual training on the Emergency Management Plan for all supervisors and other appropriate personnel. All supervisors should familiarize themselves with the Emergency Management Plan and personnel responsibilities when the plan is implemented. Training should incorporate a full or partial exercise, tabletop, or command discussion.

In a continuing effort to ensure all department personnel possess and maintain the knowledge, skills, and abilities needed to decisively and immediately respond, mitigate, and recover from any emergency, the department will provide up-to-date NIMS and ICS training for its employees. All employees are required to complete all required NIMS and ICS training within 18 months of their initial assignment and/or promotion to their current rank.

The Training Supervisor shall ensure that appropriate personnel have completed the Texas Division of Emergency Management approved training (Tex. Gov't Code § 418.005).

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MEMORANDUM OF UNDERSTANDING

between the

MONTGOMERY INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT

and the

MONTGOMERY COUNTY LAW ENFORCEMENT AGENCIES MENTIONED BELOW

RECITALS

WHEREAS, the Montgomery Independent School District ("MISD") is a school district located in Montgomery County, Texas, and which operates a police department, the Montgomery Independent School District Police Department ("MISD PD") in accordance with Texas Education Code Section 37.081.

WHEREAS, Montgomery County law enforcement agencies in Montgomery County, Texas, and which operates police departments in accordance with Texas Code of Criminal Procedure Article 2.12

WHEREAS, in accordance with Texas Education Code Section 37.08l(g), the MISD PD and Montgomery County Law enforcement agencies enter into this Memorandum of Understanding (the "MOU") for the purpose of outlining coordination and communicate efforts between the MISD PD and Montgomery County law enforcement agencies.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the parties herein named, it is agreed as follows:

TERMS

I. **Mutual Assistance.** In furtherance of each agency's mission, the parties commit to provide the following mutual assistance when requested and available:

(a) The MISD PD and Montgomery County law enforcement agencies (hereafter the "Parties") will provide assistance to each other in enforcing laws and ordinances within the scope of each agency's duties as outlined by State laws and county/city ordinances.

(b) When requested by each agency, the other agency agrees to provide necessary support services, if able, in conjunction with the respective agency's current responsibilities for policing its own geographical boundaries.

(c) Each agency agrees to assume an investigation from the other if requested to do so and

the infraction/incident occurred within the other agency's jurisdiction unless the infraction/incident is of the magnitude which exceeds the otheragency capabilities.

(d) Each agency will support the collections for statistical crime data regarding school incidents and will share such mutually beneficial information with the other.

(e) Nothing in this MOU is intended to reduce the current level of cooperation or limit future cooperation between the agencies. Rather, the MOU is an ongoing commitment to enhance the level of service for both departments and their respective communities.

2. **Primary jurisdiction.** Each agency will continue to exercise primary jurisdiction for all law enforcement functions within its own geographical boundary not arising from an action initiated by the agency.

3. **Responsibility for own employees.** Each agency accepts responsibility for the actions of its own personnel and assumes the duty of investigating any allegations of wrongdoing resulting from their actions while operating within the respective boundaries, unless specifically requested to investigate to investigate a specific incident/action by the other agency. Peace officers and other individuals performing duties, including law enforcement duties, as applicable, shall at all times remain employees of their respective governmental entities. Nothing in this MOU creates a joint partnership, and the personnel of one agency shall not be considered employees, agents, partners, joint ventures, or servants of the other agency to this MOU.

Term and termination. The term of this MOU shall be October 01, 2019 through October 01, 2019. The MOU renews automatically at the end of each term unless either agency terminates the MOU in accordance with the termination provisions in this provision. Either party may terminate this MOU at any time for any reason by giving thirty (30) days written notice of its intent to terminate. Such written notice should be directed to the Chief of Police of the respective agency.

4. **Funding and compensation.** The Parties each understand and agree that neither has certified or committed funds to fulfill their respective obligations under this MOU. It is the intent of the Parties that the cost of services shared with each entity will be of equal value and benefit. Any funds use for the performance of services under this MOU must be made from current revenues available to the paying party.

5. **Governing law and venue.** This MOU shall be construed under and in accord with the laws of the State of Texas. Mandatory and exclusive venue for any litigation arising out of or related to this Agreement shall lie solely in a court of appropriate jurisdiction located in Harris County, Texas.

Assignment. This MOU shall not be assignable, in whole or inpart.

6. **Severability.** The provisions of this MOU are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this MOU is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the MOU shall be enforced as if the invalid

provision had never been included.

7. **Immunities.** Nothing in this MOU waives or alters any immunities provided either agency, its

employees, officers, or agents under Texas or federal law.

8. **Entire Agreement.** This MOU contains the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior written or oral agreement.

9. **Amendments.** The Parties may amend this MOU at any time provided that such amendments are executed in writing and signed by the governing bodies each agency.

10. **Non-exclusivity.** Nothing in this MOU limits, changes, or otherwise impacts any memorandum of understanding each agency may have with other agencies.

The signatories below are authorized to sign and enter into this Agreement for the above named agencies.

_____ _____
Jim Dossey Date
Montgomery ISD Board Present

_____ _____
Marlon Runnels Date
Chief of Police, Montgomery ISD

_____ _____
Henry Scarbrough Date
Captain, Texas Department of Public Safety

_____ _____
Rand Henderson Date
Sheriff, Montgomery County, Texas

_____ _____
Philip Cash Date
Constable, Precinct One

_____ _____
Gene DeForest Date
Constable, Precinct Two

_____ _____
Christopher Jones Date
Constable, Precinct Five

Jeff Christy
Chief of Police, City of Conroe

Date

Anthony Solomon
Chief of Police, City of Montgomery

Date

Terry Enloe
Chief of Police, City of Magnolia

Date

Troy Wootten, Sr.
Chief of Police, City of Magnolia

Date

Rex Evans
Chief of Police, Splendora ISD

Date

William J. Harness
Chief of Police, Conroe ISD

Date

EMERGENCY MANAGEMENT PLAN

FOR

MONTGOMERY COUNTY AND PARTICIPATING JURISDICTIONS

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BASIC PLAN

I. AUTHORITY

A. Federal

1. Robert T. Stafford Disaster Relief & Emergency Assistance Act, (as amended), 42 U.S.C. 5121
2. Emergency Planning and Community Right-to-Know Act, 42 USC Chapter 116
3. Emergency Management and Assistance, 44 CFR
4. Hazardous Waste Operations & Emergency Response, 29 CFR 1910.120
5. Homeland Security Act of 2002
6. Homeland Security Presidential Directive. *HSPD-5,* Management of Domestic Incidents
7. Homeland Security Presidential Directive, *HSPD-3,* Homeland Security Advisory System
8. National Incident Management System
9. National Response Framework
10. National Strategy for Homeland Security, July 2002
11. Nuclear/Radiological Incident Annex of the National Response Framework
12. Presidential Policy Directive 8 - National Preparedness

B. State

1. Government Code, Chapter 418 (Emergency Management)
2. Government Code, Chapter 421 (Homeland Security)
3. Government Code, Chapter 433 (State of Emergency)
4. Government Code, Chapter 791 (Inter-local Cooperation Contracts)
5. Health & Safety Code, Chapter 778 (Emergency Management Assistance Compact)
6. Executive Order of the Governor Relating to Emergency Management
7. Executive Order of the Governor Relating to the National Incident Management System
8. Administrative Code, Title 37, Part 1, Chapter 7 (Division of Emergency Management)
9. *The Texas Homeland Security Strategic Plan,* Parts I and II, December 15, 2003
10. *The Texas Homeland Security Strategic Plan,* Part III, February 2004
11. *Texas DPS Strategic Plan, November 2010*

C. Local

1.	Cut N Shoot City Ordinance #38:	Dated 5/11/89
2.	Commissioner's Court Order:	Dated 5/2/88
3.	Magnolia City Ordinance #150:	Dated 2/14/89
4.	Montgomery City Ordinance #1989-1:	Dated 2/14/89
5.	Oak ridge North City Ordinance #003-89:	Dated 3/8/89
6.	Panorama Village City Ordinance #89-179:	Dated 2/27/89
7.	Patton Village City Ordinance #88-22:	Dated 11/22/89
8.	Roman Forest City Ordinance #174:	Dated 2/16/87
9.	Splendora City Ordinance #89-6-1-A:	Dated 6/1/89

10. Stagecoach City Ordinance #203: Dated 4/21/89
11. Willis City Ordinance #88-517A Dated 5/17/88.
12. Woodbranch City Ordinance #113: Dated 2/7/89
13. Woodloch City Ordinance #1-10-89: Dated 1/10/89.
14. Joint Resolution between the County of Montgomery and the Cities of Chateau Woods, Cut N Shoot, Magnolia, Montgomery, Oak Ridge North, Panorama Village, Patton Village, Roman Forest, Shenandoah, Splendora, Stagecoach, Willis, Woodbranch and Woodloch, dated 7/20/89
15. Inter-local Agreements and Contracts. See the summary in Attachment 6.

II. PURPOSE

This Basic Plan outlines our approach to emergency operations, and is applicable to Montgomery County and Cities within Montgomery County participating in the plan. It provides general guidance for emergency management activities and an overview of our methods of mitigation, preparedness, response, and recovery. The plan describes our emergency response organization and assigns responsibilities for various emergency tasks. This plan is intended to provide a framework for more specific functional annexes that describe in more detail who does what, when, and how. This plan applies to all local officials, departments, and agencies. The primary audience for the document includes our chief elected official and other elected officials, the emergency management staff, department and agency heads and their senior staff members, leaders of local volunteer organizations that support emergency operations, and others who may participate in our mitigation, preparedness, response, and recovery efforts.

III. EXPLANATION OF TERMS

A. Acronyms

MR	After Action Report
ARC	American Red Cross
CFR	Code of Federal Regulations
DDC	Disaster District Committee
DHS	Department of Homeland Security
EOC	Emergency Operations or Operating Center
FBI	Federal Bureau of Investigation
FEMA	Federal Emergency Management Agency, an element of the U.S. Department of Homeland Security
Hazmat	Hazardous Material
HSPD-5	Homeland Security Presidential Directive 5
ICP	Incident Command Post
ICS	Incident Command System

4. Proper mitigation actions, such as floodplain management, and fire inspections, can prevent or reduce disaster-related losses. Detailed emergency planning, training of emergency responders and other personnel, and conducting periodic emergency drills and exercises can improve our readiness to deal with emergency situations.

V. CONCEPT OF OPERATIONS

A. Objectives

The objectives of our emergency management program are to protect public health and safety and preserve public and private property.

B. General

1. It is our responsibility to protect public health and safety and preserve property from the effects of hazardous events. We have the primary role in identifying and mitigating hazards, preparing for and responding to, and managing the recovery from emergency situations that affect our community.

2. It is impossible for government to do everything that is required to protect the lives and property of our population. Our citizens have the responsibility to prepare themselves and their families to cope with emergency situations and manage their affairs and property in ways that will aid the government in managing emergencies. We will assist our citizens in carrying out these responsibilities by providing public information and instructions prior to and during emergency situations.

3. Local government is responsible for organizing, training, and equipping local emergency responders and emergency management personnel, providing appropriate emergency facilities, providing suitable warning and communications systems, and for contracting for emergency services. The state and federal governments offer programs that provide some assistance with portions of these responsibilities.

4. To achieve our objectives, we have organized an emergency management program that is both integrated (employs the resources of government, organized volunteer groups, and businesses) and comprehensive (addresses mitigation, preparedness, response, and recovery). This plan is one element of our preparedness activities.

5. This plan is based on an all-hazards approach to emergency planning. It addresses general functions that may need to be performed during any emergency situation, and is not a collection of plans for specific types of incidents. For example, the warning annex addresses techniques that can be used to warn the public during any emergency situation, whatever the cause.

6. Departments and agencies tasked in this plan are expected to develop and keep current standard operating procedures that describe how emergency tasks will be performed. Departments and agencies are charged with ensuring the training and equipment necessary for an appropriate response are in place.

INCIDENT BRIEFING (ICS 201)

1. Incident Name:	2. Incident Number:	3. Date/Time Initiated: Date: Time:

4. Map/Sketch (include sketch, showing the total area of operations, the incident site/area, impacted and threatened areas, overflight results, trajectories, impacted shorelines, or other graphics depicting situational status and resource assignment):

5. Situation Summary and Health and Safety Briefing (for briefings or transfer of command): Recognize potential incident Health and Safety Hazards and develop necessary measures (remove hazard, provide personal protective equipment, warn people of the hazard) to protect responders from those hazards.

6. Prepared by: Name: _____ Position/Title: _____ Signature: _____

ICS 201, Page 1 Date/Time: _____

INCIDENT BRIEFING (ICS 201)

1. Incident Name:	2. Incident Number:	3. Date/Time Initiated: Date: Time:

7. Current and Planned Objectives:

8. Current and Planned Actions, Strategies, and Tactics:

Time:	Actions:

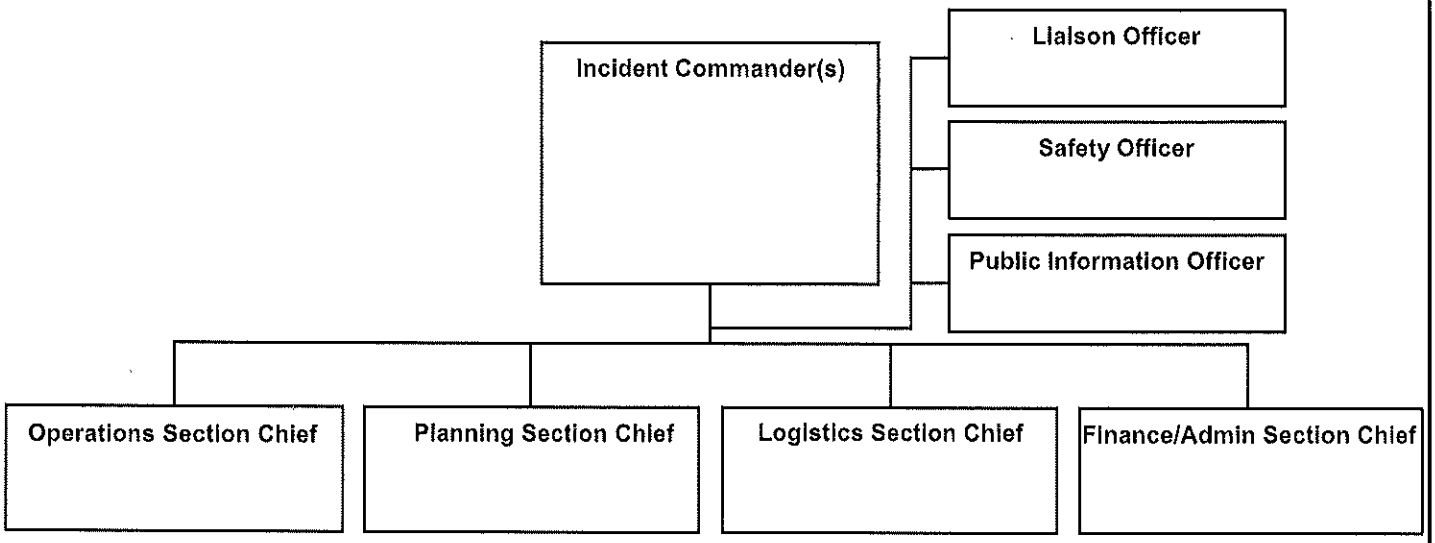
6. Prepared by: Name: _____ Position/Title: _____ Signature: _____

ICS 201, Page 2 Date/Time: _____

INCIDENT BRIEFING (ICS 201)

1. Incident Name:	2. Incident Number:	3. Date/Time Initiated: Date: Time:

9. Current Organization (fill in additional organization as appropriate):



6. Prepared by: Name: _____ Position/Title: _____ Signature: _____

ICS 201, Page 3 Date/Time: _____

INCIDENT BRIEFING (ICS 201)

1. Incident Name:	2. Incident Number:	3. Date/Time Initiated: Date: Time:

10. Resource Summary:

Resource	Resource Identifier	Date/Time Ordered	ETA	Arrived	Notes (location/assignment/status)
				☐	
				☐	
				☐	
				☐	
				☐	
				☐	
				☐	
				☐	
				☐	
				☐	
				☐	
				☐	
				☐	
				☐	
				☐	
				☐	
				☐	

6. Prepared by: Name: _____ Position/Title: _____ Signature: _____

ICS 201, Page 4 Date/Time: _____

ICS 201
Incident Briefing

Purpose. The Incident Briefing (ICS 201) provides the Incident Commander (and the Command and General Staffs) with basic information regarding the incident situation and the resources allocated to the incident. In addition to a briefing document, the ICS 201 also serves as an initial action worksheet. It serves as a permanent record of the initial response to the incident.

Preparation. The briefing form is prepared by the Incident Commander for presentation to the incoming Incident Commander along with a more detailed oral briefing.

Distribution. Ideally, the ICS 201 is duplicated and distributed before the initial briefing of the Command and General Staffs or other responders as appropriate. The "Map/Sketch" and "Current and Planned Actions, Strategies, and Tactics" sections (pages 1–2) of the briefing form are given to the Situation Unit, while the "Current Organization" and "Resource Summary" sections (pages 3–4) are given to the Resources Unit.

Notes:

- The ICS 201 can serve as part of the initial Incident Action Plan (IAP).
- If additional pages are needed for any form page, use a blank ICS 201 and repaginate as needed.

Block Number	Block Title	Instructions
1	**Incident Name**	Enter the name assigned to the incident.
2	**Incident Number**	Enter the number assigned to the incident.
3	**Date/Time Initiated** • Date, Time	Enter date initiated (month/day/year) and time initiated (using the 24-hour clock).
4	**Map/Sketch** (include sketch, showing the total area of operations, the incident site/area, impacted and threatened areas, overflight results, trajectories, impacted shorelines, or other graphics depicting situational status and resource assignment)	Show perimeter and other graphics depicting situational status, resource assignments, incident facilities, and other special information on a map/sketch or with attached maps. Utilize commonly accepted ICS map symbology. If specific geospatial reference points are needed about the incident's location or area outside the ICS organization at the incident, that information should be submitted on the Incident Status Summary (ICS 209). North should be at the top of page unless noted otherwise.
5	**Situation Summary and Health and Safety Briefing** (for briefings or transfer of command): Recognize potential incident Health and Safety Hazards and develop necessary measures (remove hazard, provide personal protective equipment, warn people of the hazard) to protect responders from those hazards.	Self-explanatory.
6	**Prepared by** • Name • Position/Title • Signature • Date/Time	Enter the name, ICS position/title, and signature of the person preparing the form. Enter date (month/day/year) and time prepared (24-hour clock).
7	**Current and Planned Objectives**	Enter the objectives used on the incident and note any specific problem areas.

Block Number	Block Title	Instructions
8	**Current and Planned Actions, Strategies, and Tactics** • Time • Actions	Enter the current and planned actions, strategies, and tactics and time they may or did occur to attain the objectives. If additional pages are needed, use a blank sheet or another ICS 201 (Page 2), and adjust page numbers accordingly.
9	**Current Organization** (fill in additional organization as appropriate) • Incident Commander(s) • Liaison Officer • Safety Officer • Public Information Officer • Planning Section Chief • Operations Section Chief • Finance/Administration Section Chief • Logistics Section Chief	• Enter on the organization chart the names of the individuals assigned to each position. • Modify the chart as necessary, and add any lines/spaces needed for Command Staff Assistants, Agency Representatives, and the organization of each of the General Staff Sections. • If Unified Command is being used, split the Incident Commander box. • Indicate agency for each of the Incident Commanders listed if Unified Command is being used.
10	**Resource Summary**	Enter the following information about the resources allocated to the incident. If additional pages are needed, use a blank sheet or another ICS 201 (Page 4), and adjust page numbers accordingly.
	• Resource	Enter the number and appropriate category, kind, or type of resource ordered.
	• Resource Identifier	Enter the relevant agency designator and/or resource designator (if any).
	• Date/Time Ordered	Enter the date (month/day/year) and time (24-hour clock) the resource was ordered.
	• ETA	Enter the estimated time of arrival (ETA) to the incident (use 24-hour clock).
	• Arrived	Enter an "X" or a checkmark upon arrival to the incident.
	• Notes (location/ assignment/status)	Enter notes such as the assigned location of the resource and/or the actual assignment and status.

INCIDENT OBJECTIVES (ICS 202)

1. Incident Name:	2. Operational Period: Date From: Date To: Time From: Time To:

3. Objective(s):

4. Operational Period Command Emphasis:

General Situational Awareness

5. Site Safety Plan Required? Yes ☐ No ☐

Approved Site Safety Plan(s) Located at:

6. Incident Action Plan (the items checked below are included in this Incident Action Plan):

☐ ICS 203	☐ ICS 207	Other Attachments:
☐ ICS 204	☐ ICS 208	☐ _____
☐ ICS 205	☐ Map/Chart	☐ _____
☐ ICS 205A	☐ Weather Forecast/Tides/Currents	☐ _____
☐ ICS 206		☐ _____

7. Prepared by: Name: Position/Title: _____ Signature: _____

8. Approved by Incident Commander: Name: _____ Signature: _____

ICS 202	IAP Page ____	Date/Time: _____

ICS 202
Incident Objectives

Purpose. The Incident Objectives (ICS 202) describes the basic incident strategy, incident objectives, command emphasis/priorities, and safety considerations for use during the next operational period.

Preparation. The ICS 202 is completed by the Planning Section following each Command and General Staff meeting conducted to prepare the Incident Action Plan (IAP). In case of a Unified Command, one Incident Commander (IC) may approve the ICS 202. If additional IC signatures are used, attach a blank page.

Distribution. The ICS 202 may be reproduced with the IAP and may be part of the IAP and given to all supervisory personnel at the Section, Branch, Division/Group, and Unit levels. All completed original forms must be given to the Documentation Unit.

Notes:

- The ICS 202 is part of the IAP and can be used as the opening or cover page.
- If additional pages are needed, use a blank ICS 202 and repaginate as needed.

Block	Block Title	Instructions
1	**Incident Name**	Enter the name assigned to the incident. If needed, an incident number can be added.
2	**Operational Period** • Date and Time From • Date and Time To	Enter the start date (month/day/year) and time (using the 24-hour clock) and end date and time for the operational period to which the form applies.
3	**Objective(s)**	Enter clear, concise statements of the objectives for managing the response. Ideally, these objectives will be listed in priority order. These objectives are for the incident response for this operational period as well as for the duration of the incident. Include alternative and/or specific tactical objectives as applicable. Objectives should follow the SMART model or a similar approach: Specific – Is the wording precise and unambiguous? Measurable – How will achievements be measured? Action-oriented – Is an action verb used to describe expected accomplishments? Realistic – Is the outcome achievable with given available resources? Time-sensitive – What is the timeframe?
4	**Operational Period Command Emphasis**	Enter command emphasis for the operational period, which may include tactical priorities or a general weather forecast for the operational period. It may be a sequence of events or order of events to address. This is not a narrative on the objectives, but a discussion about where to place emphasis if there are needs to prioritize based on the Incident Commander's or Unified Command's direction. Examples: Be aware of falling debris, secondary explosions, etc.
	General Situational Awareness	General situational awareness may include a weather forecast, incident conditions, and/or a general safety message. If a safety message is included here, it should be reviewed by the Safety Officer to ensure it is in alignment with the Safety Message/Plan (ICS 208).
5	**Site Safety Plan Required?** Yes ☐ No ☐	Safety Officer should check whether or not a site safety plan is required for this incident.
	Approved Site Safety Plan(s) Located At	Enter the location of the approved Site Safety Plan(s).

Block Number	Block Title	Instructions
6	**Incident Action Plan** (the items checked below are included in this Incident Action Plan): ☐ ICS 203 ☐ ICS 204 ☐ ICS 205 ☐ ICS 205A ☐ ICS 206 ☐ ICS 207 ☐ ICS 208 ☐ Map/Chart ☐ Weather Forecast/ Tides/Currents Other Attachments:	Check appropriate forms and list other relevant documents that are included in the IAP. ☐ ICS 203 – Organization Assignment List ☐ ICS 204 – Assignment List ☐ ICS 205 – Incident Radio Communications Plan ☐ ICS 205A – Communications List ☐ ICS 206 – Medical Plan ☐ ICS 207 – Incident Organization Chart ☐ ICS 208 – Safety Message/Plan
7	**Prepared by** • Name • Position/Title • Signature	Enter the name, ICS position, and signature of the person preparing the form. Enter date (month/day/year) and time prepared (24-hour clock).
8	**Approved by Incident Commander** • Name • Signature • Date/Time	In the case of a Unified Command, one IC may approve the ICS 202. If additional IC signatures are used, attach a blank page.

COMMUNICATIONS LIST (ICS 205A)

1. Incident Name:	2. Operational Period: Date From: Date To: Time From: Time To:

3. Basic Local Communications Information:

Incident Assigned Position	Name (Alphabetized)	Method(s) of Contact (phone, pager, cell, etc.)

4. Prepared by: Name: _____ Position/Title: _____ Signature: _____

ICS 205A | **IAP Page** _____ Date/Time: _____

ICS 205A
Communications List

Purpose. The Communications List (ICS 205A) records methods of contact for incident personnel. While the Incident Radio Communications Plan (ICS 205) is used to provide information on all radio frequencies down to the Division/Group level, the ICS 205A indicates all methods of contact for personnel assigned to the incident (radio frequencies, phone numbers, pager numbers, etc.), and functions as an incident directory.

Preparation. The ICS 205A can be filled out during check-in and is maintained and distributed by Communications Unit personnel. This form should be updated each operational period.

Distribution. The ICS 205A is distributed within the ICS organization by the Communications Unit, and posted as necessary. All completed original forms must be given to the Documentation Unit. If this form contains sensitive information such as cell phone numbers, it should be clearly marked in the header that it contains sensitive information and is not for public release.

Notes:

- The ICS 205A is an optional part of the Incident Action Plan (IAP).
- This optional form is used in conjunction with the ICS 205.
- If additional pages are needed, use a blank ICS 205A and repaginate as needed.

Block Number	Block Title	Instructions
1	**Incident Name**	Enter the name assigned to the incident.
2	**Operational Period** • Date and Time From • Date and Time To	Enter the start date (month/day/year) and time (using the 24-hour clock) and end date and time for the operational period to which the form applies.
3	**Basic Local Communications Information**	Enter the communications methods assigned and used for personnel by their assigned ICS position.
	• Incident Assigned Position	Enter the ICS organizational assignment.
	• Name	Enter the name of the assigned person.
	• Method(s) of Contact (phone, pager, cell, etc.)	For each assignment, enter the radio frequency and contact number(s) to include area code, etc. If applicable, include the vehicle license or ID number assigned to the vehicle for the incident (e.g., HAZMAT 1, etc.).
4	**Prepared by** • Name • Position/Title • Signature • Date/Time	Enter the name, ICS position, and signature of the person preparing the form. Enter date (month/day/year) and time prepared (24-hour clock).

MEDICAL PLAN (ICS 206)

1. Incident Name:	2. Operational Period: Date From: Time From:	Date To: Time To:

3. Medical Aid Stations:

Name	Location	Contact Number(s)/Frequency	Paramedics on Site?
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

4. Transportation (indicate air or ground):

Ambulance Service	Location	Contact Number(s)/Frequency	Level of Service
			☐ ALS ☐ BLS
			☐ ALS ☐ BLS
			☐ ALS ☐ BLS
			☐ ALS ☐ BLS

5. Hospitals:

Hospital Name	Address, Latitude & Longitude if Helipad	Contact Number(s)/ Frequency	Travel Time		Trauma Center	Burn Center	Helipad
			Air	Ground			
					☐ Yes Level:____	☐ Yes ☐ No	☐ Yes ☐ No
					☐ Yes Level:____	☐ Yes ☐ No	☐ Yes ☐ No
					☐ Yes Level:____	☐ Yes ☐ No	☐ Yes ☐ No
					☐ Yes Level:____	☐ Yes ☐ No	☐ Yes ☐ No
					☐ Yes Level:____	☐ Yes ☐ No	☐ Yes ☐ No

6. Special Medical Emergency Procedures:

☐ Check box if aviation assets are utilized for rescue. If assets are used, coordinate with Air Operations.

7. Prepared by (Medical Unit Leader): Name: _____ Signature: _____

8. Approved by (Safety Officer): Name: _____ Signature: _____

ICS 206	IAP Page ____	Date/Time: _____

ICS 206
Medical Plan

Purpose. The Medical Plan (ICS 206) provides information on incident medical aid stations, transportation services, hospitals, and medical emergency procedures.

Preparation. The ICS 206 is prepared by the Medical Unit Leader and reviewed by the Safety Officer to ensure ICS coordination. If aviation assets are utilized for rescue, coordinate with Air Operations.

Distribution. The ICS 206 is duplicated and attached to the Incident Objectives (ICS 202) and given to all recipients as part of the Incident Action Plan (IAP). Information from the plan pertaining to incident medical aid stations and medical emergency procedures may be noted on the Assignment List (ICS 204). All completed original forms must be given to the Documentation Unit.

Notes:

- The ICS 206 serves as part of the IAP.
- This form can include multiple pages.

Block Number	Block Title	Instructions
1	**Incident Name**	Enter the name assigned to the incident.
2	**Operational Period** • Date and Time From • Date and Time To	Enter the start date (month/day/year) and time (using the 24-hour clock) and end date and time for the operational period to which the form applies.
3	**Medical Aid Stations**	Enter the following information on the incident medical aid station(s):
	• Name	Enter name of the medical aid station.
	• Location	Enter the location of the medical aid station (e.g., Staging Area, Camp Ground).
	• Contact Number(s)/Frequency	Enter the contact number(s) and frequency for the medical aid station(s).
	• Paramedics on Site? ☐ Yes ☐ No	Indicate (yes or no) if paramedics are at the site indicated.
4	**Transportation** (indicate air or ground)	Enter the following information for ambulance services available to the incident:
	• Ambulance Service	Enter name of ambulance service.
	• Location	Enter the location of the ambulance service.
	• Contact Number(s)/Frequency	Enter the contact number(s) and frequency for the ambulance service.
	• Level of Service ☐ ALS ☐ BLS	Indicate the level of service available for each ambulance, either ALS (Advanced Life Support) or BLS (Basic Life Support).

Block Number	Block Title	Instructions
5	**Hospitals**	Enter the following information for hospital(s) that could serve this incident:
	• Hospital Name	Enter hospital name and identify any predesignated medivac aircraft by name a frequency.
	• Address, Latitude & Longitude if Helipad	Enter the physical address of the hospital and the latitude and longitude if the hospital has a helipad.
	• Contact Number(s)/ Frequency	Enter the contact number(s) and/or communications frequency(s) for the hospital.

	• Travel Time
	  • Air
	  • Ground
		Enter the travel time by air and ground from the incident to the hospital.

	• Trauma Center ☐ Yes Level:_____	Indicate yes and the trauma level if the hospital has a trauma center.
	• Burn Center ☐ Yes ☐ No	Indicate (yes or no) if the hospital has a burn center.
	• Helipad ☐ Yes ☐ No	Indicate (yes or no) if the hospital has a helipad. Latitude and Longitude data format need to compliment Medical Evacuation Helicopters and Medical Air Resources
6	**Special Medical Emergency Procedures**	Note any special emergency instructions for use by incident personnel, including (1) who should be contacted, (2) how should they be contacted; and (3) who manages an incident within an incident due to a rescue, accident, etc. Include procedures for how to report medical emergencies.
	☐ Check box if aviation assets are utilized for rescue. If assets are used, coordinate with Air Operations.	Self explanatory. Incident assigned aviation assets should be included in ICS 220.
7	**Prepared by** (Medical Unit Leader) • Name • Signature	Enter the name and signature of the person preparing the form, typically the Medical Unit Leader. Enter date (month/day/year) and time prepared (24-hour clock).
8	**Approved by** (Safety Officer) • Name • Signature • Date/Time	Enter the name of the person who approved the plan, typically the Safety Officer. Enter date (month/day/year) and time reviewed (24-hour clock).

SAFETY MESSAGE/PLAN (ICS 208)

1. Incident Name:	2. Operational Period: Date From: Date To: Time From: Time To:

3. Safety Message/Expanded Safety Message, Safety Plan, Site Safety Plan:

4. Site Safety Plan Required? Yes ☐ No ☐
Approved Site Safety Plan(s) Located At:

5. Prepared by: Name: _____ Position/Title: _____ Signature: _____

ICS 208	IAP Page _____	Date/Time: _____

ICS 208
Safety Message/Plan

Purpose. The Safety Message/Plan (ICS 208) expands on the Safety Message and Site Safety Plan.

Preparation. The ICS 208 is an optional form that may be included and completed by the Safety Officer for the Incident Action Plan (IAP).

Distribution. The ICS 208, if developed, will be reproduced with the IAP and given to all recipients as part of the IAP. All completed original forms must be given to the Documentation Unit.

Notes:
- The ICS 208 may serve (optionally) as part of the IAP.
- Use additional copies for continuation sheets as needed, and indicate pagination as used.

Block Number	Block Title	Instructions
1	**Incident Name**	Enter the name assigned to the incident.
2	**Operational Period** • Date and Time From • Date and Time To	Enter the start date (month/day/year) and time (using the 24-hour clock) and end date and time for the operational period to which the form applies.
3	**Safety Message/Expanded Safety Message, Safety Plan, Site Safety Plan**	Enter clear, concise statements for safety message(s), priorities, and key command emphasis/decisions/directions. Enter information such as known safety hazards and specific precautions to be observed during this operational period. If needed, additional safety message(s) should be referenced and attached.
4	**Site Safety Plan Required?** Yes ☐ No ☐	Check whether or not a site safety plan is required for this incident.
	Approved Site Safety Plan(s) Located At	Enter where the approved Site Safety Plan(s) is located.
5	**Prepared by** • Name • Position/Title • Signature • Date/Time	Enter the name, ICS position, and signature of the person preparing the form. Enter date (month/day/year) and time prepared (24-hour clock).

ACTIVITY LOG (ICS 214)

1. Incident Name:	2. Operational Period: Date From: Date To: Time From: Time To:

3. Name:	4. ICS Position:	5. Home Agency (and Unit):

6. Resources Assigned:

Name	ICS Position	Home Agency (and Unit)

7. Activity Log:

Date/Time	Notable Activities

8. Prepared by: Name: _____ Position/Title: _____ Signature: _____

Date/Time: _____

ACTIVITY LOG (ICS 214)

1. Incident Name:	2. Operational Period: Date From: Date To: Time From: Time To:

7. Activity Log (continuation):

Date/Time	Notable Activities

ICS 214
Activity Log

Purpose. The Activity Log (ICS 214) records details of notable activities at any ICS level, including single resources, equipment, Task Forces, etc. These logs provide basic incident activity documentation, and a reference for any after-action report.

Preparation. An ICS 214 can be initiated and maintained by personnel in various ICS positions as it is needed or appropriate. Personnel should document how relevant incident activities are occurring and progressing, or any notable events or communications.

Distribution. Completed ICS 214s are submitted to supervisors, who forward them to the Documentation Unit. All completed original forms must be given to the Documentation Unit, which maintains a file of all ICS 214s. It is recommended that individuals retain a copy for their own records.

Notes:

- The ICS 214 can be printed as a two-sided form.
- Use additional copies as continuation sheets as needed, and indicate pagination as used.

Block Number	Block Title	Instructions
1	**Incident Name**	Enter the name assigned to the incident.
2	**Operational Period** • Date and Time From • Date and Time To	Enter the start date (month/day/year) and time (using the 24-hour clock) and end date and time for the operational period to which the form applies.
3	**Name**	Enter the title of the organizational unit or resource designator (e.g., Facilities Unit, Safety Officer, Strike Team).
4	**ICS Position**	Enter the name and ICS position of the individual in charge of the Unit.
5	**Home Agency** (and Unit)	Enter the home agency of the individual completing the ICS 214. Enter a unit designator if utilized by the jurisdiction or discipline.
6	**Resources Assigned**	Enter the following information for resources assigned:
	• Name	Use this section to enter the resource's name. For all individuals, use at least the first initial and last name. Cell phone number for the individual can be added as an option.
	• ICS Position	Use this section to enter the resource's ICS position (e.g., Finance Section Chief).
	• Home Agency (and Unit)	Use this section to enter the resource's home agency and/or unit (e.g., Des Moines Public Works Department, Water Management Unit).
7	**Activity Log** • Date/Time • Notable Activities	• Enter the time (24-hour clock) and briefly describe individual notable activities. Note the date as well if the operational period covers more than one day. • Activities described may include notable occurrences or events such as task assignments, task completions, injuries, difficulties encountered, etc. • This block can also be used to track personal work habits by adding columns such as "Action Required," "Delegated To," "Status," etc.
8	**Prepared by** • Name • Position/Title • Signature • Date/Time	Enter the name, ICS position/title, and signature of the person preparing the form. Enter date (month/day/year) and time prepared (24-hour clock).

OVERVIEW OF RESOURCE IDENTIFICATION

Agency Partnerships	Rescue Resources	Shelters	Notifications
MISD	High Water Vehicles (LMTV)	Lone Star Community Center	Message Boards
Public Works	Boat Service/Swift Water Rescue	City of Montgomery Community Center	Social Media
Montgomery County Fire Dept.	Drones	MISD Schools	Everbridge/Nixle Alerts
DPS Highway Patrol		City Hall	
Montgomery Count Hospital Dist. EMS		POD Setup/Brookshire Brother's Parking Lot	
CERT			
Montgomery County OEM			
Montgomery County Constables Precinct 1			
Montgomery County Sheriff's Office			

Montgomery City Council
AGENDA REPORT

Meeting Date: June 24, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By: Ruby Beaven**

Subject

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

Recommendation

Staff recommends approval of meeting minutes, as presented.

Discussion

Please see the accompanying minutes:

Joint Special Meeting Minutes of April 29, 2025

Approved By

City Administrator	Brent Walker	Date: 06/20/2025

City of Montgomery
City Council
Joint Special Meeting Minutes
April 29, 2025

OPENING AGENDA

1. Call Meeting to Order.

The City Council Joint Special Meeting of the City of Montgomery was called to order by Mayor Countryman at 6:00 p.m. on April 29, 2025, at City Hall 101 Old Plantersville Rd., Montgomery, TX and live video streaming.

With Council Members present a full quorum was established.

Present:	Mayor	Sara Countryman
	Mayor Pro-Tem	Casey Olson
	Council Member Place 1	Carol Langley
	Council Member Place 4	Cheryl Fox
	Council Member Place 5	Stan Donaldson
	MEDC President	Jeff Angelo
	MEDC Secretary	Ryan Londeen
	MEDC Board Member	Dan Walker

2. Pledges of Allegiance.

Mayor Countryman led the Pledges of Allegiance.

PUBLIC FORUM

No comments received.

SPECIAL AGENDA

3. Discussion on terms of proposed Development Agreement with BCS Capital (Dev. No. 2415).

City Engineer Chris Roznovsky said both MEDC and Council have been presented by BCS with their proposed development plans, talked about the development agreement, and the MOU was entered into a couple weeks ago. Now, we are in the process of developing the actual development agreement. One of the majors of that is where do those dollars come from? The tools are the buckets that play. Obviously, you have your sales tax component from the MEDC's portion, the City's portion, and there are a couple portions we cannot use, so the tax reduction component and the CCPD component are off the table. They cannot be used for this. You also have the ad valorem taxes that are buckets that are options to be used to fund this fee. There is a draft development agreement in front of you, but we cannot really do that until we work out these terms of

at least what are we going to propose in there, and what does that split look like? Since both parties components are in here, having everyone at once talk about how that works makes a whole lot more sense than be-bopping back and forth between meetings to get a resolution. What is in front of you are a handful of things. This is just a starting point, so as we run through scenarios, I will plug them in and tell you what those look like. The first sheet in front of you is a detail of the numbers and breakdown of some scenarios. Starting at the top of the sheet, again, I think most of you all have seen this before. For the development cost, if we look at the estimated cost of the linear utility roadway improvements, the impact fees, that totals $3 million. Following over to the far right hand side of the page, your reimbursement amount you based on the discussions, would support the linear and the roadway, not impact fees, was about $2.5 million of public infrastructure they are believed to get reimbursed. They have also requested, and as per the MOU, there is a $4 million total reimbursement with that additional million and a half to use rough numbers as economic incentive. Keep on going down the sheet and you will see their projected annual sales tax revenue is at $55 million. That is per the developer when it stabilizes. This obviously is not day one that property is developed out, as well as their estimated assessed value at full development. So, $71 million today, for sake of comparison, that property is about one and a half, and it is not what it is shown on the tax rolls currently, so it is $70 million additional valuation to that property when it is fully developed. Going on down, you will see the sales tax break down. Again, based on those sales tax numbers, that $55 million, what would that equate to, and what is that split? That shows you on an annual basis the City's one cent would equate to roughly $552,900. For ad valorem tax, what that currently looks like, what is debt, what is maintenance, what are those revenues, and then you add it all up. What is the potential to the City, if the City kept all of it from the sales tax revenue, ad valorem revenue, about $1.4 million to the City. I will go through the rest of the documents just to make sure we are all on the same page, but the bottom portion just starts as examples of the different ways that you can split this to hit some of the terms that Council and MEDC had talked about which was not to exceed a 10-year payback period to hit the $4 million valuation and so that is what that shows. Now, we try to go conservative with this, so we assume the first three years there are zero issues. It is likely there is going to be some development, some sales tax, but they are estimating three years to stabilize the development and have revenue generation, so we just assume those first three years are a wash, so that 10-year payback on the first option, that is really paid out in seven. The first three years are a wash. The rest, you all have copies of the memorandum of understanding with the exhibit showing the scope of those improvements that are listed in the MOU. With that, I will open it up to discussion, run through the numbers, and answer any questions.

Mayor Pro-Tem Olson asked what is the difference between the last page and the first page? City Engineer Roznovsky said the only thing different is we added what the City will be keeping in match. On that bottom portion, the total annual bill, what would you receive if you kept it all, and then both annual with the reimbursement. If you follow

this first column it says City 100 percent, MEDC 0, AV 10. The City in that one year would give away $571,000 and they would retain $815,000 of the total that comes in. If the total comes in of the $1.386, $571,000 goes to the developer, delta goes to the City to keep. We are trying to show how much of the total that you collect would go out versus staying in. That is really the difference between these two. The numbers at the top are the same, the valuations are the same. We are just adding that additional so we can see from collection standpoint.

Secretary Londeen said on CB Stewart you had mentioned that potentially coming out of $4 million. City Engineer Roznovsky said there are a couple things in play. Per the agreement, it is required their request is to go to $4.8 million because the additional cost of CB Stewart Road. Mayor Pro-Tem Olson said at every turn, we are developing this property for them 100 percent. The taxpayer is developing this property for them. We are reimbursing 100 percent, plus every dime that they are putting into it, other than the purchase price. This is not a great deal for taxpayers. Mayor Countryman said like we talked about in the meeting though, there is a partnership, and it is a public road, so it is a public road for taxpayers. Mayor Pro-Tem Olson said it is not a partnership because we are paying 100 percent for it. Mayor Countryman said they are paying it up front because we do not have the capital to pay for it right now, so they are paying it up front and we are paying them back for a public road, but the public uses that. A lot of people that will be on that road will be spending money in their development to pay it back, so it does help us because it allows us to be able to afford this over the years instead of up front. That was the big selling point. Mayor Pro-Tem Olson said I am not saying the development is not a good development. I am saying they are asking too much money from this taxpayer. If we invest $4 million over 10 years and do not touch this, this would take 20 to 25 years to get to the same amount because we are going 10 years without a dime or very little. If you look, 100 percent of it for the City gone, 50 percent of MEDC gone, and the only thing we are going to get is ad valorem if it is built out. Council Member Fox asked what do you mean if it is built out? You do not think it can be built out? Mayor Pro-Tem Olson said we have commercial buildings all around this town, brand new, sitting empty. Council Member Fox said I have to agree with you there. Secretary Londeen said we are paying for public infrastructure plus .5. Mayor Pro-Tem Olson said we are paying the utilities, we are paying the streets, plus we are paying, basically reimbursing them for their retaining walls, reimbursing them for the ponds. Secretary Londeen said the 1.5 is another thing, but the linear utility is $1 million. That is water and sewer lines. The water line I think it does not need this because it provides a loop. Mayor Pro-Tem Olson said I am good with some reimbursement. Secretary Londeen said we probably need that anyway regardless of if having come in or not at some point. Same thing with the sewer. I could see that as a benefit to taxpayers. The roads are in disrepair. They probably were not constructed right, so that is still on the City regardless of whether it comes in or not, so now if they are going to come in, it is not like we are just wasting taxpayer money on an Academy. We are actually putting this towards it. Mayor Pro-Tem Olson said it all goes back in eventually, but it is the extra that we are paying. Secretary Londeen said that 1.5 is separate. Mayor Pro-Tem

Olson said I have no problem reimbursing them. We are giving them back their impact fees. In what world do we do that? Secretary Londeen said on paper we are not, but we are giving the 1.5 back. Mayor Pro-Tem Olson said I do not mind reimbursing them for all the city stuff that we would normally have to pay for. It is the extra that their developers are basically going to profit. It is not like they are not going to make money. Council Member Fox said I feel like it is a good development for our City. We are just paying it out, lay away. Mayor Pro-Tem Olson said I agree. Like I said, the development okay, but what it looks like when you cancel it all out, that development is going to profit immensely among taxpayers. Council Member Fox said we will too. Mayor Pro-Tem Olson said not to the extent. A partnership should be closer to 50/50 than 80/20, especially where we are spending taxpayer money. Council Member Fox said but we will benefit from it over and above all the other issues. I understand what you are saying. Mayor Countryman said yes, I do too, but it is also bringing a restaurant that was not going to come into the City that is now going to come into the City which is a high revenue generating restaurant because of this development. Council Member Fox said Academy also. Mayor Countryman said I am not Milestone. I hear the brand over there is wicked expensive and the management is not wicked management, so that is why there are openings and there has been. It is not because there is no one wanting to come here. Mayor Pro-Tem Olson said we have lots of them. Mayor Countryman said well the ones across the street, they are being built out, they are being rented out. Council Member Fox said there is always a reason that they are vacant. Look at the Brookshire parking lot. Mayor Countryman said those two big spaces are getting rented out. Why? Because there are not newer places to go with good management and good prices. Council Member Fox said I do appreciate your observations though Mayor Pro-Tem Olson. Mayor Pro-Tem Olson said I am just saying it just does not look like a great deal. We are dumping a ton of taxpayer money towards the profit of a development company. Mayor Countryman said we also will profit too. Mayor Pro-Tem Olson said we are taking a risk and that is what is bothering me. Mayor Countryman said that is what you have to do. Nothing is 100 percent. We do take risks every day. We take risks with some of these residential developments that we have. One of them in particular is going to be tied back in the end I can tell you right now. Mayor Pro-Tem Olson said we do not have taxpayer money, skin in the game on these residential developments. We do not, not to the extent that this is. Mayor Countryman said no, because they are apples and oranges, but I am saying there is a partnership. Mayor Pro-Tem Olson said we are taking a higher risk than that developer is. Mayor Countryman said I do not know about that. Mayor Pro-Tem Olson said let us just look at you are saying we are going to make money off all this sales tax right? Well, what do you think they are going to make? We are getting a fraction of it. Mayor Countryman said everybody is going to make money. I am not saying it is one sided. Mayor Pro-Tem Olson said but we are taking the highest risk. Mayor Countryman said no, they are because they are coming to develop it for tens of millions of dollars. Mayor Pro-Tem Olson said we are guaranteeing them money back. They are taking no risk. Mayor Countryman said they have to generate the revenue to get this back. There is a risk. If the revenue is not generated, they do not get paid back.

DRAFT

It is self-sustaining. Mayor Pro-Tem Olson said the risk is on the City, not on the developer. Mayor Countryman asked EDC what do you all have to say? Secretary Londeen said it is just happening already naturally. People are coming to the City of Montgomery. My question is will this Academy bring more people to the City and do we have the infrastructure to support it? Do we have the water and the sewer to continue this growth? Are we doing it responsibly? Are we spending our money right? I do not mind as long as we are okay with the financial. President Angelo said I agree with Ryan. I think we have to put the infrastructure in place anyway no matter what, so if we can pay it out over time because we are growing and we are growing exponentially quickly, we have to find ways to subsidize that growth. If developers are willing to put skin into the game which they are, and bring in high value retailers which they are, then I think there should be some quick pro-quo. Now to the extent of the 1.5, I do not know. Maybe that is something that is negotiable somewhere in there. The last number we looked at was 4.5 total and there was a six-acre retention pond, so I do not know what has been done since then to mitigate some of that. Council Member Fox said I understand Casey's point of view, but the whole thing about this is that we are actually getting these services now and paying for them later, kind of like when I was raising children. I would go to Bell's and put something on layaway and get it back. Seriously, I think this is a really good project. Secretary Londeen asked over 10 years, will the City need this $1.5 million to pay for additional wells, pay for expansion of wastewater treatment plants? That is what I am concerned about. I do not mind incentivizing development, but do we have the funds to actually do that type of incentive? I do not know. It seems like we are on the edge of being able to fund some of this infrastructure. City Engineer Roznovsky said what we are doing now is we do a feasibility study at the time and then a lot of those perspective feasibility studies happen in September and then they show back up last month, so Villages and Mia Lago. What Zach is working on now is going back through and taking the final details and bringing it back to you. In the development agreement it says you have this capacity at this time, because the Academy, they are not doing it from a water perspective. 300 multi-family units is a completely different story. For retail, what they are talking about, they do not use a ton of water, but the multi-family is what gives us pause because that is that big driver in the use and so we are rewriting those now. We had an annual basis, we are cutting back down to a quarterly basis. Now that all these things seem like they are moving forward, where does that needle move and what does that timeline look like? There are always infrastructure costs. There is a special meeting coming up in a couple weeks to sit down with a financial advisor where we go into funding and finding options for infrastructure. What this does is specific to Ryan's point on the water line. This water line is a critical piece because right now in order for water to get to Home Depot, it goes either around Lone Star Parkway and SH-105, or it goes through downtown through smaller lines. It goes a long route, so this pressure helps with redundancy. It is a needed line no matter what. It is on the capital list, but yes, there are $1.5 million on top of those improvements that is being asked for. Mayor Countryman said we should not be looking for something perfect. We should be looking for something palatable that we say this is good. Mayor Countryman asked

Maryann, as our Finance Director, where do we stand? Does this look like a good deal from our book standpoint, or does this look like we need to shut down on that? You are a critical piece in the development and cost. Finance Director Carl said the biggest thing is the only way they get their money is by us getting their money first. The businesses have to perform, the value has to be on the ground, or they are not going to get any reimbursement. We talked a little bit about that before. One of the biggest things as Ryan pointed out, this is the incentive. That $4 million number to Casey's point of what is that $1.5 million that you are paying for? That was what they provided as an example. It does not mean you are actually necessarily paying for that retaining wall. We need to look at it as they need an additional $1.5 million in incentives to be able to make that deal work and that is what was agreed upon in that interview with committing to being able to help them, and so it is an incentive for the developer. You build it, we will bring these entities here and we will continue to see increased people here, so not just spending dollars at Academy or those restaurants, but potentially spending money in other establishments here. That is really the thing to keep in mind. Right now as it sits there undeveloped, we do not get anything anyways, but we do not give anything out, so the City is not out anything. The one thing to think about which we kind of talked about when we did that 380 piece is, if you give it all back out, what does that do for you in the short term while that agreement is there? You are still providing increased services, you are providing increased police coverage, all of those type of things. My caution is that we do not give it all back out right away and we look at a portion of how we could meet that requirement. President Angelo asked what is the additional infrastructure and how does that form the runway for future opportunities? City Engineer Roznovsky said obviously, having that water line along Buffalo Springs, the lake property now has a water line on both Lone Star Parkway and Buffalo Springs which will eliminate that cost in the future. President Angelo asked are there greater infrastructure opportunities once these other properties develop? City Engineer Roznovsky said yes. President Angelo said and we would not have to offer any kind of incentives in terms of infrastructure for those. Secretary Londeen said they would have to extend the pavement. We stop at CB Stewart, so they would potentially have to continue that. City Engineer Roznovsky said correct. One question, Alan, the City in the ordinance has the pro rata share component of infrastructure or oversizing of infrastructure. Would it in this case, if the City paid for that infrastructure through reimbursement, could the City, it would still be on the impact fee list, so we are going to carry that cost and impact fees because you are allowed to carry that cost forward, could we also try to get a pro rata from that property owner that directly benefits when they develop in the future? Mayor Pro-Tem Olson said that is a good idea, but is it legal? City Attorney Petrov said it kind of sounds like a double dipping. City Engineer Roznovsky said we have those two tool boxes. We have the reimbursement of infrastructure as a pro rata component and combine that with impact fees, so we can pick either one. Impact fees obviously, citywide, goes into the cost. It is already in the calculation of your impact fees and you can then carry that cost forward to recuperate that. Mayor Pro-Tem Olson said it would be the way we structure it. Council Member Fox asked it would not technically be

double dipping would it? City Engineer Roznovsky said the cost of this line, we would be capturing a portion of the cost from all developments in the City because it goes into the impact fee calculation. The roadway is not. Roadway is standalone. Mayor Countryman said already an incentive that they are capitalizing on is because of this MOU. They have acquired that six acres or going to acquire, or have acquired the six acres south of Ransom's of which they are not asking us to reimburse anything for the impact fees, but I think this is going to be part of it. If I heard him correctly, he said that he was going to add it in here and there is not going to be any changes to this, so that is a big incentive too. Board Member Walker said also backing up to the subject tract was the six acre retention, but the bottom line is the developer is losing a lot of space by having that, and I understand there are alternate drainage areas that they could have used whether it is feasible cost wise or whatever. They did not have to lose that, they did not have to have a big pond in the middle of their front yard. Mayor Pro-Tem Olson said what happened is the other land owner was not willing to let them drain in because it would have affected him. Mayor Countryman said it was also going to go behind Kroger's into the Rampy Pond. Secretary Londeen said it goes east towards Stewart Creek across Kroger. I think they have to put ponds on. We are just saying that now we converted those numbers that they wanted to put for detention, that is just incentive dollars. City Engineer Roznovsky said not officially. We try to make that very clear we do not want to accept, we are not reimbursing for that. That is still private and still yours, but effectively, when they come back and say here is the cost to do this project, the detention pond and retaining walls are those line items. I think their number is $2.2 million on those which is why they are saying they want a portion of that back. President Angelo asked if it could go down. Mayor Countryman said it could. City Engineer Roznovsky said that was one of the points that was brought up by Council. It is not really reflected in here just because it is an MOU, but somehow saying okay, if you estimate your cost at $2.2 million and you are able to shrink your pond and gain lane area, and/or reduce construction costs, if it is 10 percent reduction cost or 10 percent reduction in the total reimbursement. President Angelo asked would that be in the final agreement? City Engineer Roznovsky said correct. Mayor Pro-Tem Olson said we have to prove that we can make them reduce their cost because any developers worth their salt, they do not hit for a minute right. City Engineer Roznovsky said right. We have not gotten that far. It is going to take some staff and the attorney to come back with how that would look. Secretary Londeen said the CB Stewart Road would just eat up all the incentive of the $1.5 million. Who is doing that impact analysis and what is the likelihood of them having to improve that road also? City Engineer Roznovsky said this MOU is for the 32-acres. They have now acquired six acres on the front of CB Stewart. At first , they only had a small portion on CB Stewart which was a multi-family, now they have everything except for Ransom's on CB Stewart. If they close on that six acres and are also developing it, I have a high probability they will need to improve CB Stewart as well. Mayor Pro-Tem Olson asked from SH-105 the whole way, or just from Clepper? City Engineer Roznovsky said the way the original feasibility contemplated it was it was north of Clepper. It was going back with the asphalt road, not going with

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concrete like the original on Buffalo Springs. If they now are doing the six acres, I would likely recommend that we rehab all of CB Stewart to the intersection from SH-105 up. Again, sticking with asphalt, it is not the same type of traffic as Buffalo Springs. Council Member Fox said yes, but you have that 14-acre church coming in there. Mayor Countryman asked could they not share cost in that? Mayor Pro-Tem Olson said we already have the development agreement. City Engineer Roznovsky said it is not final yet. What is in their draft development agreement that they are currently reviewing is they are putting the portion of the water line in front of their property instead of closing that 12 inch, and then we asked what is in the agreement is having them extend sidewalks to be able to connect the sidewalks to Clepper so we have full walkability from their property all the way to downtown. Those are the two items. Mayor Countryman said their property does not connect to Clepper sidewalks. City Engineer Roznovsky said correct. There will be a small gap in front of Race Track. There would be a gap there, but they would do everything else. Mayor Countryman said they would do Fernland. Secretary Londeen said with the six acres though, there is a chance they may come back asking for more money to pay for the road improvements on CB Stewart. Mayor Pro-Tem Olson said they kind of have it wrote into this MOU, in the red at the bottom you can see if you want $800,000. Mayor Countryman said we do not know if Shipley's is coming in across from that six acres. City Engineer Roznovsky said it is for sale. Secretary Londeen said I am okay with the infrastructure reimbursement with the water line and the streets. This $1.5 million, that is the question. We do not have that risk with providing that reimbursement. We are not paying for water or sewer plants, so I am not really worried about it. I am for bringing in commercial development because that increases the value of bringing in new residents and businesses. As you get more and more amenities, you are going to have more and more businesses who want to set up shop here. More people will want to move here so it will become a more cohesive city. Right now everyone leaves the City to go do things. President Angelo said it will help the downtown businesses as well because you will have people staying here, shopping here, eating here, living here, and not leaving here. Secretary Londeen said I am okay with incentivizing commercial growth. I do not know if we really need it. I think Academy will come regardless. President Angelo said I think there will come a point where we do not have to make all these decisions. Mayor Countryman said but they are going to come with developers like this whole deal. They are not going to come and buy the property themselves and develop it themselves. Board Member Walker said those developers tend to follow each other anyway. In the beginning of these talks, there was mention of a hotel. Is that still in play? Mayor Countryman said no, not on this. Mayor Pro-Tem Olson said they lost the space with the pond. Secretary Londeen said with the EDC, it is not really anything off our back other than the future tax revenue, but that is where our role is in bringing in amenities like big box stores. I am kind of anti-big box stores, but we do not have anything like the Academy here. It is other services that they will bring with the surrounding businesses that will come. I think it is fine. President Angelo asked what typically comes with the Academy? City Engineer Roznovsky said what they were showing as their examples I believe was like TJ Maxx,

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HomeGoods, Marshalls, Ross type stores. Mayor Countryman said that is correct. President Angelo said those are all lacking in this area. There is no place for ladies to really shop. Mayor Countryman said and men clothes. You all do not really have anywhere to shop here either.

Mayor Pro-Tem Olson said we have an agreed upon MOU to the $4 million. The part that I do not like is the CB Stewart part. I raise a fit about the $4 million because I struggle with the $1.5 million, but where I really struggle is we are going to incentivize the $1.5 million and then they just come back with their hand out and ask for more, for another $800,000 to develop a street. President Angelo said maybe we just put a stop on that or at least put a cap on it. Secretary Londeen asked is $800,00 for the street improvements or is it more than that? City Engineer Roznovsky said more than half of CB Stewart. Mayor Countryman asked what would that cost if we wanted to just do CB Stewart on our own? City Engineer Roznovsky said the cost estimate we did I think it was $760,000. Mayor Countryman said I am talking about the whole road. City Engineer Roznovsky said I do not know that, so let us just say half the road so $1.4 million. Mayor Pro-Tem Olson said this is only for the north section. City Engineer Roznovsky said correct. Mayor Pro-Tem Olson said in every turn they build profit into everything they want reimbursement for. Mayor Countryman said well this is MOU and this is also cushion. We told them to go back and sharpen their pencil, so I do not know that this is the sharpened pencil number. This is just the give us a do not exceed and what can we do with that. This is not the final numbers. City Engineer Roznovsky said correct. I think that is how we structure, there is a cost lead area savings to them on that detention that is credited in some way, shape, or form. Mayor Countryman said we have said we want to see your receipts so we can pay you back the amount. You do not get $4 million and that $1.498900 is free money because we want to see where you spent it.

Mayor Pro-Tem Olson said my question is for the MEDC, the four options at the bottom. Since we have MEDC here, which one would you be interested in from the MEDC standpoint? President Angelo said you have small, medium, and large. President Angelo said I think we would be fine with $69,000. Somewhere around there would be good. I do not understand the ad valorem section on the far right. City Engineer Roznovsky said the way it is written is the first number is the MEDC's portion of the sales tax and then ad valorem, so we can only take from M&O, we cannot take from debt service. If the City was going to incentivize on ad valorem using some of that increased valuation as part of the coverage. President Angelo asked would it still be the City putting that money out or not taking it in? City Engineer Roznovsky said it would. How this is structured it says they are paying an additional $70 million in value. The City would take in that first column 10 percent of that additional ad valorem revenue and put that toward the reimbursement. President Angelo said so let me put it back to the City. What do you guys think? Some of you are on the EDC board as well. City Engineer Roznovsky said I think it is also re-looking at the term because obviously, these first three years are a wash and so essentially, you are paying it back over seven years. Obviously, if you

extend that turnout, we say 15. There are pros and cons to that, but you would keep more. Mayor Countryman said for the three years, you are saying we will not collect a lot because it is building out, but what we do collect, we just go ahead and keep? City Engineer Roznovsky said no. Worst case scenario is zero additional revenue the first three years. Secretary Londeen said I think the question I would like to think about again is so Academy comes in and we give them $1.5 million reimbursement for 10 years. HEB comes in and we give them something, and another store comes in and we give them something and so now, we are not getting any tax revenue from all this stuff coming in and all the sales tax which EDC would really benefit from. Over ten years, you do not get any more money coming in. We have our own rules about preserving downtown we would not be able to work on anymore, so are we okay with that? We are okay with incentivizing. At some point, we are going to have to start saying no we cannot. Mayor Countryman said we just looked at the 380 agreements and we have got three or four agreements about to roll off and end in the next two or three years. That means that those are expired. Number one. Number two, we also asked how much of our commercial has been built out and only 40 percent has been built out, so we still have 60 percent for future. It is not like we are hitting at 80 percent and we do not really need to do this. President Angelo said it is like any startup. You have to put out money. You have to put out to get something back. I think we just bite the bullet a little bit on these early adopters if you want to call them that. The rest of them are going to come anyway. We have always said they will. They will and they are. The tertiary businesses that are going to come and benefit from this we do not know the number. Mayor Pro-Tem Olson said it is predicted here. Secretary Londeen said it is hard for me to know because we have empty lots around Kroger and Kroger is an anchor. Why are they not bringing in development and services? Mayor Pro-Tem Olson said that is what my fear is that we have many empty commercial spots right now and here they come with this big 30 acres of vacant spots. Secretary Londeen said I know some times developers have some deals and anchor. They follow each other around. President Angelo said I think the rooftops that are coming into the area are going to more than compensate. We do not have to do this for everybody, but maybe we bite the bullet. Secretary Londeen said that is what I am saying. President Angelo said we want to pick and choose. City Engineer Roznovsky said one difference about HEB is we are working through that agreement as well. They do not tie these city streets so it is all TxDot. They are doing TxDot improvements and there is not that city component. The only city infrastructure from their side is they are extending water and sewer along the frontage. President Angelo asked do we have a 380 with them? Mayor Countryman said no. President Angelo said with HEB and all the stores that are coming, we are going to do fine. City Engineer Roznovsky said the draft development agreement is in their hands. There is no reimbursement or credits. Secretary Londeen said as long as they came and asked us for incentives which is kind of what this is. They could come back and say well we need retention ponds paid for too. Mayor Pro-Tem Olson said that is my exact point. We have bigger businesses that made us better deals and here we are incentivizing for a group of developers to make a profit. President Angelo said yes, but the way you have to look at

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this is the smaller guys do not have the big deep pockets. Mayor Pro-Tem Olson said I agree. President Angelo said you are going to have to incentivize the young mavericks to give them a chance, a leg up. We are not giving them a hand out. We are just giving them a leg up. I do not see this as being massive and taking a huge hit on us. Not this kind of money. It is not that big a deal. Council Member Fox said it is not like Anadarko is putting a building there. Mayor Pro-Tem Olson said if it was up to me, we would be close. Mayor Countryman said I think it is a smart move. President Angelo said it is like that movie Field of Dreams. Build it and they will come. We are the field of dreams right now. Mayor Countryman said obviously it works. Home Depot is 12 miles that way and Academy is going to be 12 miles that way. We are in a sweet spot that is going to cannibalize some of those and they are going to be here. Because we are by the lake, that HEB, our Kroger, you see our tax dollars. It is huge in the summer because people go to the lake and they go do all of their shopping there first. Same with the Academy. They are going to swing by there, get their tubes, get their flip flops, and head to the lake. President Angelo said it is about a 10 year assimilation when you are looking at growth like this, anyway, so just know it is coming and it is going to be coming in droves. Our job, as I am just speaking from an EDC standpoint, I agree with Ryan, is to incentivize businesses to give them an opportunity to have a starting shot at success and I think we will. Mayor Countryman said and $1.5 million over 10 years is $150,000 a year. President Angelo said it is nothing. It is a drop in a bucket.

Secretary Londeen said the multi-family will be a big drain literally on the water. The improvements to the water well and the wastewater treatment plant expansion, that is included in their share of those potential projects in the future. If you have another 100 gallons they are taking their share of a future 1,000 gallon well, they are going to take 10 percent of that. That is in this impact fee right? City Engineer Roznovsky said yes. Next week we will present updated information to Planning & Zoning and going through updating those impact fees. Prices are not getting cheaper and the timeline is accelerating. These projects that we thought were dead are now coming back, so now there is more that has to be done in a shorter amount of time. Secretary Londeen asked does the City get paid for the impact fees up front? City Engineer Roznovsky said there are two different ways. How the ordinance reads is assessed at the time of platting and due at the time of connection. Since the City is now doing development agreements, we are asking for all to be paid at the time of platting. Montgomery Bend for example, when they did their final plat for section two, they paid all the impact fees at the time of that final plat. Same thing for Redbird. We are writing that into all the agreements now that they are paying at the time of platting. Obviously, commercial gets a little bit harder because we do not know if it is going to be a bank or a car wash on what their impact is going to be, so we are working through that as we speak. We pay an estimated and we pay a true up when it gets to that time to help with that cash flow because that is the biggest thing right now. Just the cash flow to get it in to support issuing debt to continue to fund projects. Board Member Walker said my understanding too, the highest and best use of that piece of property with the multi-family, I kind of answered my own question myself a minute ago, so why are we doing that as opposed to not making commercial

out of it, but I guess the apartment guys are the bank is the bottom line. City Engineer Roznovsky said that is how BCS guys do it. In order to make the deal, they will sell off the 13 to 14 acres on the north end to I believe the Morgan Group for the apartments, so that will help with the upfront cash flow of the deal to get the rest of this going. Mayor Countryman said if I understand correctly, they are the apartments on Pine Lake, those really nice big white ones up there that are high-class A. President Angelo asked how many do they anticipate? City Engineer Roznovsky said roughly 300. President Angelo said really? In the City that stays in the City too? City Engineer Roznovsky said right now we are still in the bubble plan concept. President Angelo said I do not know. This is kind of a no-brainer really. I appreciate Casey's point of view. I just think we have to put a stop at some point. Mayor Pro-Tem Olson said I am not against the development. I am against the election incentivizing something that will come on its own if we wait for the right development. Mayor Countryman said several cities have missed the development window. President Angelo said you have the bird in the hand. It is not every bird that brings in Academy and some other high-end stores. Mayor Pro-Tem Olson said that is the thing. Academy was looking to come before they ever came around. Mayor Countryman asked where were they going to go? I have not heard that. They went to Magnolia instead because the BCS were coming here. They went to Magnolia on FM 1488. Montgomery was not on their radar. Mayor Pro-Tem Olson said they were on because they were calling around. Trust me. This was a year and a half ago when I started talking to Shields. Council Member Fox said they might have been calling around, but I think that BCS actually convinced them that this was the best route.

President Angelo asked so where are we? Mayor Countryman said this is just a discussion. We are just discussing it and if there was anything you see, or questions that you had. Mayor Pro-Tem Olson asked where would you agree to land? President Angelo said the second one. Are we all in agreement? Mayor Countryman said yes. Mayor Pro-Tem Olson said this discussion is for City Engineer Roznovsky to gather information to help with the development agreement. City Engineer Roznovsky said we did not want to write these terms of the development agreement without having this discussion, so now 50 percent less. Now we can switch over to the City side and so we still are trying to get to 10 years. Then, we will take that framework, throw it into the development agreement, and that will have to come back. Mayor Pro-Tem Olson said we have already voted and agreed on the MOU, so all that information is good, other than the red part. City Engineer Roznovsky said on the City's portion, these were just examples with that second column in the 50 percent of MEDC. This is based on that 10-year goal. It is 95 percent of city sales tax, not the tax deduction of the CCPD, but you can spend zero percent ad valorem. We can plug in different numbers to show different options. That still leaves that 50 percent MEDC as one of the benchmarks that we are working off of. Mayor Pro-Tem Olson said me personally, the second one is good for me on the City half. I just want to clarify Chris one more time, and I have asked twice, but I just did not catch it. I know you told us. That bottom line is what we would still retain back through those split percentages right? City Engineer Roznovsky said if you go to that box, the one above total annual city revenue and full build at 1.386. That is all sales tax. When

you look at that second box, that 594 and the 791 equals your 1.38. 791 the City keeps part of that sales tax, part of that ad valorem, part of that MEDC, and the 594. Mayor Pro-Tem Olson said that is a good number.

Mayor Pro-Tem Olson said I do not know how the rest of Council feels. Like I said, I struggle with the reimbursement, but it is what it is. There is a lot of good things that will come from it, but just coming back to us with their handout again for a street. Mayor Countryman said they are not coming back again. This has been part of the whole time they have talked about if this, then this. They have always given us both scenarios the whole time, so it is not like they are going back to the well after this. Mayor Pro-Tem Olson said what we were talking about is the other section of CB Stewart because of the new six-acres. Mayor Countryman said right. He said there was not going to be any additional and said they were not going to come back. City Engineer Roznovsky said I think it is under contract. Mayor Countryman said I have not talked to him about it, but I just know because I said and then what would change and he said nothing. We would not ask for anything. Mayor Pro-Tem Olson said that is them not knowing they have to do the whole street. City Engineer Roznovsky said when I told him the feasibility study was based on the 32, we will do a minor limit to the feasibility, what would this take to add, include those utilities that will go to it, and then address them. My one concern is now CB Stewart. That is what has been communicated to them.

4. Consideration and possible action on a proposed Branding Kit and Marketing Logo for Montgomery, Texas.

Special Events Coordinator Johnson said I just wanted to say that the logo, the marketing that we are wanting to do is not going to replace anything that we already have. It is just a fresh, modern look not necessarily tied to the City, but one that speaks to tourism, economic development, marketing, events, and EDC initiatives. That is the purpose of this. In my opinion, a new logo represents Montgomery in a fast forward thinking, to encourage people to come to Montgomery if they see our website, or brochure, because we have a lot to offer. We have a lot of rich history we need to promote and keep that and move forward with a modern, sleek, attractive logo in addition to what we already have. Does anybody have any questions? President Angelo said I put this handout in front of everyone. Stephanie and I have been going since she began which is four months now. Special Events Coordinator Johnson said since October. President Angelo said you do not go to a concert and see one kind of t-shirt. They have got five, six, seven different types of training going on with that particular enterprise. It is the same thing with the City. We need mugs, coffee. We need other type stuff so that we can get our brand out there. What I did was put together six more logos and I just did it myself. I am not tied to this. This is still a draft. If you see something you like, let us pick one or two and let us push them down the road. Council Member Langley asked you are calling them logos? President Angelo said they are just for branding purposes. Let us say you have a booth and you want a tent. Then you find one of these and say I want to put that on a tent, or you have a t-shirt. Remember we said

the birthplace of the Texas flag? Let us get it out there so we can start marketing it. That is what these are for. These are not necessarily an official seal or official business government logo. Secretary Londeen said that can stay up on the wall. President Angelo said yes, that is not going away. That is history so we will keep that. Special Events Coordinator Johnson asked if I may, can I show you something? I pulled up some logos from nearby towns and I will show you what they are all doing and this may be in addition to their city seal, but it is basically for marketing purposes to give you an idea of what other cities around us are doing. Would you like to see it? Mayor Countryman said sure. I think these will look great, I like these. Mayor Pro-Tem Olson said four and five would be wonderful. President Angelo said maybe we should take a poll. Council Member Langley asked how many do you need? President Angelo said we just need one. Council Member Langley asked are you are going to put it on mugs and t-shirts? President Angelo said yes. Mayor Countryman asked if EDC is going to pay for all that? President Angelo said yes, but City Council needs to approve it. Council Member Langley said then I vote for number four. Mayor Pro-Tem Olson said like I said, if you come up with three, four, or five, I am happy. Mayor Countryman said five needs to be 1837 if we are going to go with five by the way. It says 1836. I am not a fan of number one. Somebody said something about number six. I think we took all the stars off and just one big star on the left side of that because it looks like the lone star. I think that is great. On four and six, I would rather have the "established" to have in our year that we were established, but I am open to any of them. President Angelo said we have three four's. Council Member Fox asked who is the third person? President Angelo said Dan, so Casey, Carol, and Dan. Stan likes the original. He likes number one. Council Member Donaldson said I do not understand why we do not have something that is going to concentrate on the City. I do not agree with the statement that we need something generic because when you look at Montgomery, people calling here already think we are part of the County. I want something that is going to be on the City. We lost our Chamber. We do not have a City Chamber anymore because they changed the name. President Angelo said I agree with you, but when you fill out an envelope and you put your address on there, it says Montgomery, Texas. Everybody knows that is a city. The question is does it make that big of a difference because branding you want it to be something where you look at it, you see it, you think it. That is all this is about. Council Member Langley asked what did Ryan do? Secretary Londeen said I have caveats on all of them. I like four. President Angelo said the flag is going to have an outline around it. The "established 1837" I like that one. I like number one except for the city. I do not like "city of." Mayor Countryman said I think it would look cool if it was just Montgomery. Secretary Londeen said we could do just Montgomery and then Texas is always there. Council Member Fox said it is obvious if you just put Montgomery established 1837. President Angelo said we will put established 1837 on number four and then we will put a line around it so it outlines it and then see what you think. Council Member Langley said we are going to redo number four and redo number one. Mayor Pro-Tem Olson said I want to pick two. I like four and five. I want to pick two logos. Council Member Langley said we have been dealing with this too long. Everybody

needs to pick one. President Angelo said how about four and five? Can we get a yes? Mayor Pro-Tem Olson said I am good with that. Council Member Fox said I do not care. Make me a cup and put Montgomery on it. Council Member Langley said number four is fine. President Angelo asked Council Member Donaldson if he is good with that? Council Member Donaldson said for number four, yes. President Angelo said we will make some t-shirts and have fun with it. Mayor Countryman said so we are going to go with number four, but have "established 1837" on it somewhere and outline the flag.

Motion: Mayor Pro-Tem Olson made a motion to accept item number four with the amendment to add established in 1837 as an acceptable logo with the outline around the flag. Number five is the alternate with the updated year. Council Member Fox seconded the motion. Motion carried with all present voting in favor.

CLOSING AGENDA

5. Adjourn.

Motion: Council Member Langley made a motion to adjourn the Special Meeting of the City of Montgomery at 7:03 p.m. Mayor Pro-Tem Olson seconded the motion. Motion carried with all present voting in favor.

APPROVED:

_____
Sara Countryman, Mayor

ATTEST:

_____
Ruby Beaven, City Secretary

DRAFT

Montgomery City Council
AGENDA REPORT

Meeting Date: June 24, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By: Ruby Beaven**

Subject

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

Recommendation

Staff recommend City Council appoint Jeff Glaser to serve as Commission Member on the Planning and Zoning Commission, Place 5, with the term ending on October 1, 2025.

Discussion

The Planning and Zoning Commission met on June 11, 2025 and made the recommendation for appointment for Jeff Glaser to fill the unexpired term for Place 5.

P&Z received an application from Jeff Glaser expressing an interest in serving on the Planning & Zoning Commission. Mr. Glaser is currently a retired law enforcement officer. He expressed an interest in taking an active role in making the community a better place to live. Mr. Glaser is willing and eligible to serve.

Approved By

City Administrator	Brent Walker	Date: 06/19/2025

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, MONTGOMERY COUNTY, TEXAS, APPOINTING A MEMBER TO THE MONTGOMERY PLANNING AND ZONING COMMISSION FOR AN UNEXPIRED TERM.

WHEREAS, the Planning and Zoning Commission was created by City Ordinance Section 98-49 with a Commission to consist of five (5) Members that have two-year term limits; and

WHEREAS, John Fox (Place 1), Daniel Gazda (Place 3), and Vacant (Place 5) were appointed to serve in terms that expire October 1, 2025; and

WHEREAS, William Simpson (Place 2) and Merriam Walker (Place 4) were appointed to serve in terms that expire October 1, 2026; and

WHEREAS, Place 5 is currently vacant.

WHEREAS, the Planning and Zoning Commission met on June 11, 2025 and made the recommendation for appointment for Jeff Glaser to fill the unexpired term for Place 5.

WHEREAS, Jeff Glaser has expressed he is willing and eligible to serve as a member of the Montgomery Planning and Zoning Commission with the term expiring October 1, 2025.

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

Section 1: The matter and facts recited in the preamble hereof are found and determined to be true and correct.

Section 2: Jeff Glaser is appointed to serve as Commission Member on the Planning and Zoning Commission, Place 5, with the term ending on October 1, 2025.

PASSED AND APPROVED this 24th day of June 2025, by the City Council of the City of Montgomery, Texas.

CITY OF MONTGOMERY, TEXAS

_____
Sara Countryman, Mayor

ATTEST:

_____
Ruby Beaven, City Secretary

Montgomery City Council
AGENDA REPORT

Meeting Date: 06/24/2025	**Budgeted Amount:** NONE
Department: Administration	**Prepared By:** Corinne Tilley

Subject

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

Discussion

The proposed use in the development of the property is a fast-food restaurant with drive-through service.

21049 Eva Street is located in the B-Commercial Zoning District.

The B-Commercial zoning district is designated for a wide range of business uses within enclosed areas as well as the other uses provided for in the zoning code (Sec. 98-178).

Section 98-88. Table of permitted uses. A restaurant is permitted in the commercial zoning district. However, the ordinance (Section 98-1) doesn't define a restaurant or distinguish between different types of restaurants, such as fast food, sit-down, fine dining, to-go, or those with drive-through service. This lack of specific definitions creates ambiguity in the application of the ordinance. Therefore, without specific definitions, a determination has been made that if any use is not expressly permitted according to the use table or in the district use regulations, a special use permit is required. (Section 98-27)

Furthermore, in accordance with Section 98-27 of the City of Montgomery Code of Ordinances, the application request for special use permit must go through a public hearing conducted by the City Council prior to its adoption. A notice of the hearing must be published, with the hearing scheduled no earlier than 15 days from the date of publication.

The first call for a public hearing was tabled by the City Council at the March 25, 2025, pending additional information and to be revisited on April 22, 2025.

In addition, in accordance with Section 98-27 of the City of Montgomery Code of Ordinances, the application request for special use permit … the request shall be referred to the planning and zoning commission for study and report concerning the effect of the proposed use on the comprehensive plan and on the character and development of the neighborhood.

On April 1, 2025, the Planning and Zoning Commission (P&Z) tabled their decision to make a recommendation to the City Council for June 3, 2025, pending receipt of additional information, including the site's traffic impact analysis, TXDOT comments, and potential easement agreements for P&Z review.

On April 22, 2025, the City Council approved the second call for a public hearing schedule for June 24, 2025, at 6:00 p.m. in the City Council Chambers of the City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, TX 77316.

Montgomery City Council
AGENDA REPORT

Due to a lack of quorum, the June 3rd Planning and Zoning Commission meeting was cancelled and subsequently rescheduled to June 11, 2025.

Attached is the Planning and Zoning Commission recommendation memo for your reference.

Reference:
Sec. 98-27. – Special use permits.

(a) The **city council, by an affirmative four-fifths vote**, may by ordinance grant a special permit for special uses in any district, for those uses listed under "CC" in the table of permitted uses in section 98-88, or which are otherwise not expressly permitted by this chapter, and may impose appropriate conditions and safeguards, including a specified period of time for the permit, to protect property and property values in the neighborhood. A special use permit may be revoked or canceled by the city council upon violation of any permit granted.

Approved By		
City Secretary & Director of Administrative Services	Ruby Beaven	Date: 06/17/2025
City Administrator	Brent Walker	Date: 06/17/2025

CITY OF MONTGOMERY

101 Old Plantersville Road
Montgomery, TX 77316
Tel: 936-597-6434
Fax: 936-597-6437

June 12, 2025

Mayor Countryman
City Council Members

RE: Planning and Zoning Commission Recommendation

Mayor and City Council Members,

On June 11, 2025, the City of Montgomery Planning and Zoning Commission ("the Commission) considered the request for a special use permit for a fast-food restaurant with drive-through service at 21049 Eva Street, pursuant to Section 98-27(a) of the City of Montgomery Code of Ordinances ("the Code"):

> **Sec. 98-27. – Special use permits.**
> (a) The city council by an affirmative four-fifths vote, may by ordinance grant a special permit for special uses in any district, for those uses listed under "CC" in the table of permitted uses in section 98-88, or which are otherwise not expressly permitted by this chapter, and may impose appropriate conditions and safeguards, including a specified period of time for the permit, to protect property and property values in the neighborhood. A special use permit may be revoked or canceled by the city council upon violation of any permit granted. Before authorization of any of such special uses, the request therefor shall be referred to the planning and zoning commission for study and report concerning the effect of the proposed use on the comprehensive plan and on the character and development of the neighborhood.

Upon thorough review of the request with the supporting information, the Commission recommends, to the City Council, denial of the request for special use permit for the following reasons:

1. The applicant has not provided the Traffic Impact Analysis (TIA) documentation as previously requested by the Commission in April 2025 meeting.
2. The proposed development is not in compliance with the 2020 Comprehensive Plan of the City of Montgomery.

The motion passed with a vote of 4-0, with 1 member absent.

Respectfully,

Corinne Tilley
Code Enforcement Officer
Planning/Zoning Administrator

Montgomery City Council
AGENDA REPORT

Meeting Date: June 24, 2025	**Budgeted Amount: $10,000.00**
Department: Public Works	**Prepared By: Mike Muckleroy**

Subject

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

Recommendation

Approve the expenses as presented in the amount of $8,500.00 to J&J Custom Tree Service.

Discussion

There are approximately 38 dead cedar trees in Cedar Brake Park that need to be removed. We received three quotes for the work involved and the prices are as follows:

J&J Custom Tree Service - $8,500.00
Rothco Tree Service - $14,900.00
Roving Arborist Tree Service - $27,700.00

While we have used Rothco many times in the past, we are recommending to give J&J Custom Tree Service a try as they have good reviews online and are insured. This item coming before Council is because the $10,000.00 in this line item has already been spent. We anticipate enough overall savings in the Public Works budget to cover this expense.

Approved By

Public Works Director	Mike Muckleroy	Date: 06/16/2025
City Administrator	Brent Walker	Date: 06/16/2025

J and J Custom Tree Service

Anytreeanywhere1@gmail.com 936-697-7847

Proposal: Tree Removal
Date: May 6, 2025

ATTN: Eric Standifer

Cedar Bark Park
TX-105
Montgomery, TX 77356

Proposal for Cedar Tree Removal – City Park

We propose the removal of 34 dead cedar trees within the designated city park area. Our scope of work includes:

- Cutting and safe removal of all 34 trees
- Climbing and controlled dismantling of select trees as needed to protect park lights, surrounding property, and roadside trees
- Hauling away all debris
- Stump grinding with all areas raked and leveled using wood shavings for a clean, finished look
- Thorough site cleanup upon completion

As a courtesy, we will also grind any additional existing stumps in the park at no extra charge.

If the city prefers to preserve trees that still have lower green limbs by removing only the tops, we are happy to accommodate this request.

Total for 34 trees: $8500
($250.00 per tree- includes removal, stump grinding, and cleanup)

Please Note: Additional trees or work beyond the 34 trees listed will be subject to an additional charge, to be discussed and agreed upon prior to commencement.

We are committed to preserving the integrity of the park while ensuring a safe and thorough removal process.

Respectfully,
J and J Custom Tree Service LLC
12146 Shannon Circle
Montgomery, TX 77316

Rothco Tree Service LLC

P.O. Box 131791 | Spring, Texas 77393
832-257-0190 | trees@rothcotreeservice.com |
https://www.rothcotreeservice.com/

RECIPIENT:

City of Montgomery
101 Old Plantersville Rd
Montgomery , TX 77316
Phone: 936-524-1234

SERVICE ADDRESS:

Cedar Brake Park Texas 105
Montgomery, Texas 77356

Quote #5915

Sent on	May 21, 2025
Total	**$14,900.00**

Product/Service	Description	Qty.	Unit Price	Total
Tree Removal	*Remove approx 40 dead trees located at Cedar Brake Park - With stump grinding - Spread chips evenly - Haul away all debris/logs	1	$14,900.00	$14,900.00

Total **$14,900.00**

Please note: Rothco will only do what is stated on the approved and signed quote on day of service unless you have contacted us at least 48 hours in advance to request changes or make additions

This quote is valid for the next 30 days, after which values may be subject to change.

Signature: _____ **Date:** _____

ESTIMATE

Roving Arborist Tree Service

20029, #3, San Marcos Highway
San Marcos, TX 78666
(800) 230-1033

To:
City of Montgomery (Eric Standifer)
101 Old Plantersville Road
Montgomery, TX 77316

Estimate #	1131
Estimate Date	05/12/2025
Total Amount	**$27,700.00**

Item	Quantity	Price	Line Total
38 Trees Removed	1.0	$21,500.00	$21,500.00
52 Tree Stumps Ground	1.0	$6,200.00	$6,200.00

Subtotal:	$27,700.00
Tax:	$0.00
Past Due Amount:	$0.00
Total Amount:	**$27,700.00**

Job includes removing 38 dead trees from City park and grinding a total of 52 stumps. Stumps and trees are of various sizes.

Surface protection will be used where loaders roll in and out.

Removal of Debis each day until job is complete so park can remain open in the evenings and weekends.

Notes

Montgomery City Council
AGENDA REPORT

Meeting Date: 06/24/2025	**Budgeted Amount:** NONE
Department: Administration	**Prepared By: WGA**

Subject

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

Recommendation

WGA and Staff recommend that the Council approve the Planning and Zoning Commission's formal recommendation from the June 11th meeting concerning the variances related to Section 78-92(a) and Section 78-162(a).

Discussion

The Recommendation from P&Z and supporting documentation is attached.

The Developer is requesting a variance to the City's code of ordinances Chapter 78 Ordinances related to the following:

- Section 78-92(a): Required 16' minimum utility easement: The Developer is requesting to remove the utility easement entirely along SH-105 and place all proposed public utilities within TxDOT right-of-way.

- Section 78-162(a) Minimum Landscape Setback: Requesting a 20' setback in lieu of the 25' requirement to be maintained on all commercial properties abutting single-family properties.

Approved By

City Staff	Ruby Beaven	Date: 6/18/2025

June 18, 2025

City Council
City of Montgomery
101 Old Plantersville Road
Montgomery, Texas 77316

Re: Variance Request
H-E-B Development (Dev. No. 2402)
City of Montgomery

Dear Mayor and Council:

H-E-B, LP (the "Developer") owns approximately 16.75 acres of land (the "Tract"). The Developer intends to develop the Tract for commercial purposes, which may include a grocery store, gas station, and car wash. The Developer is requesting the following variances from the City's Code of Ordinances, Chapter 78:

- Section 78-92 (a) Required 16' minimum utility easement: The Developer is requesting to remove the utility easement entirely along SH-105 and place all proposed public utilities within TxDOT right-of-way.
- Section 78-162 (a) Minimum Landscape Setback: Requesting a 20' setback in lieu of the 25' requirement to be maintained on all commercial properties abutting single-family properties.

Enclosed you will find the request for variance as submitted by the engineer for the development. We do not offer any engineering objections to the variances as requested. Planning & Zoning recommended approval of these variances at their June 11th meeting.

Approval of the requested variances does not constitute plan approval and only allows the Developer to further refine the proposed plat and site plans, which will require the full review and approval of the City.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Chris Roznovsky

Chris Roznovsky, PE
City Engineer

CVR/zlgt
Z:\00574 (City of Montgomery)\138 HEB\Correspondence\Letters\2025.06.17 MEMO To Council HEB Variance Requests.docx
Enclosures: Variance Request
Cc (via email): Ms. Corinne Tilley – City of Montgomery, Planning & Development Administrator & Code Enforcement Officer
Mr. Brent Walker – City of Montgomery, City Administrator
Ms. Ruby Beaven – City of Montgomery, City Secretary
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney

CITY OF MONTGOMERY

101 Old Plantersville Road
Montgomery, TX 77316
Tel: 936-597-6434
Fax: 936-597-6437

June 12, 2025

Mayor Countryman
City Council Members

RE: Planning and Zoning Commission Recommendation

Mayor and City Council Members,

On June 11, 2025, the City of Montgomery Planning and Zoning Commission ("the Commission) considered the variance request related to the required utility easement and vegetative setback for the HEB development (Dev. No. 2402), pursuant to Sections 78-92(a) and 78-162(a) of the City of Montgomery Code of Ordinances ("the Code"):

Sec. 78-92. - Easements.

(a) Size. The size of easements where alleys are not provided shall not be less than eight feet on each side of rear lot lines, with additional five feet aerial on each side beginning at a plane 20 feet above the ground. The full width of an easement shall be not less than 16 feet at ground level and not less than 26 feet above ground. The full width of a drainage easement containing a piped storm sewer line shall be not less than 16 feet. The full width of a drainage easement containing an open ditch drainage facility shall be not less than the width of the ditch top plus 12 feet.

Sec. 78-162. – Required setbacks.

(a) Vegetative setbacks of 25 feet in width shall be maintained at all times where commercial, multifamily, industrial, church, public building or school properties abut any single-family residential property or adjacent acreage that may in the future become single-family residential.

Upon thorough review of the request with the supporting information, the Commission recommends, to the City Council, approval of the variance request as follows:

- Remove the utility easement entirely along SH-105 and place all proposed public utilities within TxDOT right-of-way (Sec. 78-92(a))
- 20' setback in lieu of the 25' requirement to be maintained on all commercial properties abutting single-family residential property (Sec. 78-162(a))

The motion passed with a vote of 4-0, with 1 member absent.

Respectfully,

Corinne Tilley
Code Enforcement Officer
Planning/Zoning Administrator

Westwood

Parkway Centre 1
2901 Dallas Parkway, Suite 400
Plano, TX 75093

main (214) 473-4640

May 21, 2025
WPS: 0040418.04

Development Services
City of Montgomery
101 Old Plantersville Road
Montgomery, TX 77316

Re: Variance Request
HEB Montgomery
Montgomery, TX

To Whom It May Concern:

Please accept this letter as an official request for variance on the following items:

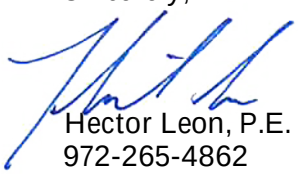
- Landscape setback along the southern property line shall be a minimum of 20 feet. A retaining wall and utilities may be installed within the proposed setback. This is in reference to city code section 78-162.
    - The proposed alternate is to install a 20-foot landscape setback. Within the setback, a retaining wall and visual varier will be provided. Visual varier will be provided via landscape screening where possible, where landscape screening is not possible, a 6-foot fence will be installed for screening.
    - The reason behind this request is due to the site conditions, i.e., the depth of the property and the significant grade difference from the front to the back of the site. The significant grade differences require the installation of retaining walls on the north, south and most of the west sides of the property. This limits the usable remaining space to properly develop the HEB Grocery Store, Fuel Station, and Car Wash to serve the needs of the community. Reducing the southern landscape setback by five feet creates the extra space needed for the development.

- No utility easement will be required along the northern property line along Highway 105 Right-of-Way. This is in reference to city code section 78-92.
    - The existing utilities are within the TxDOT ROW. The Highway 105 ROW exceeds 100 feet in width, and there is sufficient space within the ROW for both water and sanitary sewer extensions to be installed.
    - The reason behind this request is due to the site conditions, i.e., the depth of the property and the significant grade difference from the front to the back of the site. The significant grade differences require the installation of retaining walls on the north, south and most of the west sides of the property. This limits the usable remaining space to properly develop the HEB Grocery Store, Fuel Station, and Car Wash to serve the needs of the community.

- No trees will be installed within 150 feet of the front doors of the grocery store. This is in reference to city code section 78-185.

- The required number of trees by code will be installed within the limits of the development, except within 150 feet of the front doors.
- This is a public sanitation and safety concern. As this is a grocery store that regularly prepares and stocks fresh foods, having trees within 150 feet of the front doors introduces the opportunity for birds to fly into the store and contaminate food and products.

Sincerely,



Hector Leon, P.E.
972-265-4862
hector.leon@westwoodps.com

Docusign Envelope ID: 18E9521A-637A-4EE5-BD4D-2CEE2E253659

Variance Request Application

City of Montgomery
101 Old Plantersville Road
Montgomery, Texas 77316
(936) 597-6434

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

Contact Information

Property Owner(s): H-E-B, LP

Address: 646 S Flores St, San Antonio TX Zip Code: 78204

Email Address: wilson.brad@heb.com Phone: 210-912-5816

Applicants: Westwood Professional Services

Address: 2901 Dallas Parkway, Suite 400, Plano TX 75093

Email Address: hector.leon@westwoodps.com Phone: 972-265-4862

Parcel Information

Property Identification Number (MCAD R#): 0008-00-01202

Legal Description: J. Corner Survey, Abstract No. A-6

Street Address or Location: Property located at the southeast corner of FM 2854 Rd and HWY 105 W.

Acreage: approx 18.2 AC Present Zoning: Commercial Present Land Use: Undeveloped

Variance Request

Applicant is requesting a variance from the following:

City of Montgomery Ordinance No.: _____ Section(s): _____

Ordinance wording as stated in Section ( ):

_____

_____

_____

_____

Detail the variance request by comparing what the ordinance states to what the applicant is requesting:

Variance request if for the following items:
-No utility 16' utility easement and 0' landscape setback along the HWY 105 frontage.
-20' landscape setback required along back property line.
-Retaining Wall and utilities are allowed within landscape setback.
-No trees will be installed within 150' of the grocer's front doors.

Signatures

Owner(s) of record for the above described parcel:

Signature: BS Date: 03/24/25

Signature: _____ Date: _____

Signature: _____ Date: _____

Note: Signatures are required for all owners of record for the property proposed for variance. Attach additional signatures on a separate sheet of paper.

Additional Information

The following information must also be submitted:

[ ] Cover letter on company letterhead stating what is being asked. [ ]

A site plan.

[ ] All applicable fees and payments. **All fees paid by credit card are subject to a 5% merchant fee.**

[ ] The application from must be signed by the owner/applicant. If the applicant is not the owner, written authorization from the owner authorizing the applicant to submit the variance request shall be submitted.

Date Received *Office Use*	

Docusign Envelope ID: 18E9521A-637A-4EE5-BD4D-2CEE2E253659

Public Hearings

Parties in interest and citizens shall have an opportunity to be heard at public hearings conducted by the Planning and Zoning Commission and the City Council before any variance to a district regulation, restriction, or boundary shall become effective. Regularly scheduled meetings are as follows and will be held accordingly unless public notice has been given of a change of dates:

Planning and Zoning Commission: **1st Tuesday of every month at 6:00 p.m.**

City Council: **2nd and 4th Tuesday of every month at 6:00 p.m.**

Finding of Undue Hardship

In order to grant a variance, the Board must make the following findings to determine that an undue hardship exists:

1. That literal enforcement of the controls will create an unnecessary hardship or practical difficulty in the development of the affected property; and
2. That the situation causing the hardship or difficulty is neither self-imposed nor generally affecting all or most properties in the same zoning district; and
3. That the relief sought will not injure the permitted use of adjacent conforming property; and
4. That the granting of a variance will be in harmony with the spirit and purpose of these regulations.
5. Financial hardship alone is not an "undue hardship" if the property can be used, meeting the requirements of the zoning district it is located in.

Factors not Considered

A variance shall not:

1. Be granted to relieve a self-created or personal hardship,
2. Be based solely upon economic gain or loss,
3. Permit or allow any person a privilege or advantage in developing a parcel of land not permitted or allowed by these Regulations to other parcels of land in the same particular zoning district,
4. Result in undue hardship upon another parcel of land.

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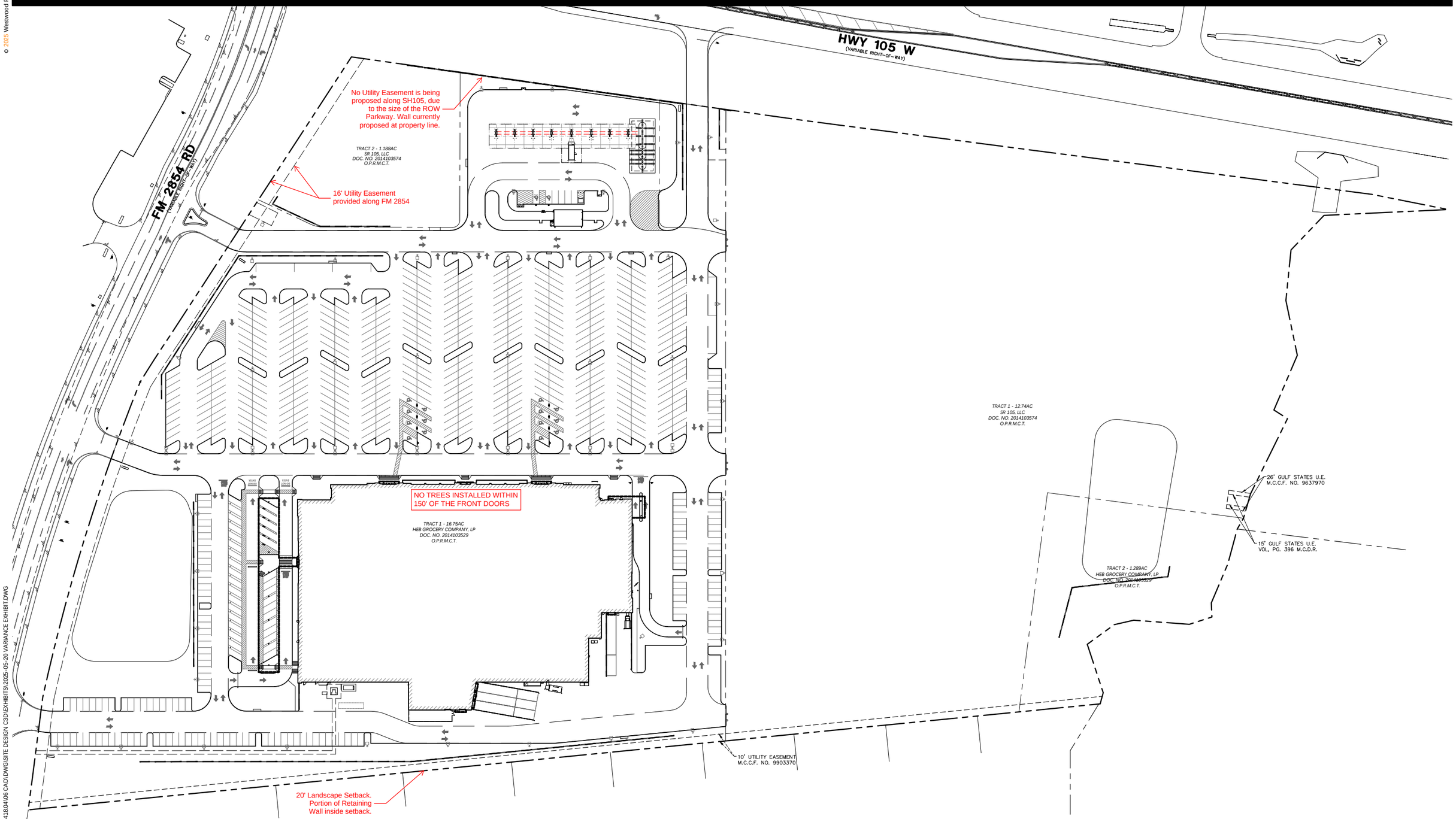
HEB MONTGOMERY VARIANCE EXHIBIT

CITY OF MONTGOMERY, TEXAS



N:\0040418.04\06 CAD\DWG\SITE DESIGN C3D\EXHIBITS\2025-05-20 VARIANCE EXHIBIT.DWG

Westwood
Phone (214) 473-4640
Toll Free (888) 937-5150
Firm No. F-11756
2901 Dallas Parkway, Suite 400
Plano, TX 75093
westwoodps.com
Westwood Professional Services, Inc.

VARIANCE EXHIBIT

60'
120'
180'

MAY 16, 2025
#0040418.04

94' from the edge of pavement along SH 105

Future SH 105 Right Lane Expansion for H-E-B Entrance

SR 105, TRACT 2-B (Separate Future Development)

79' from the edge of pavement along SH 105

SH 105

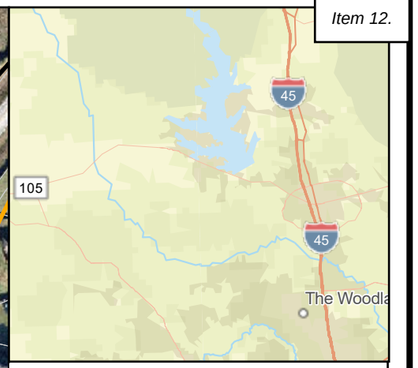
FM 2854

Proposed 8" Sanitary Sewer Extension

Proposed 12" Water Extension

Sr 105, TRACT 12-H (Separate Future Development)

H-E-B Tract Boundary



Legend

- City Limits
- City ETJ

Tract Boundaries

- H-E-B Tract Boundary
- SR 105 Future Separate Development

Water Infrastructure

- Water Main Valve
- Blowoff Valve
- Hydrant
- Existing Waterline
- Proposed 12" Waterline Extension

Sanitary Sewer Infrastructure

- Sanitary Sewer Manhole
- Existing Sanitary Sewer Gravity Main
- Proposed 8" Sanitary Sewer Extension

H-E-B Utility Exhibit

N.T.S.

CITY OF MONTGOMERY TEXAS EST 1837 BIRTHPLACE OF THE TEXAS FLAG

Disclaimer: This product is offered for graphical purposes only and may not be suitable for legal, engineering, or surveying purposes. The information shown on this exhibit represents the approximate location of property, municipal boundaries or facilities.

WGA

Montgomery City Council
AGENDA REPORT

Meeting Date: 06/24/2025	**Budgeted Amount:** NONE
Department: Administration	**Prepared By: WGA**

Subject

Consideration and Possible Action regarding approval of Development Agreement between the City of Montgomery, Texas (the "City") and Superior Properties of Texas, LLC (the "Developer") for the development of approximately 15.46 acres near the northwest intersection of FM 149 and Lone Star Parkway (Dev. No. 2215).

Recommendation

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

Discussion

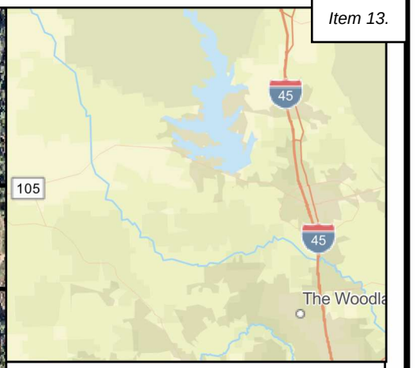
The Development Agreement and supporting documents are attached.

The Superior Properties development is an approximately 15.46-acre tract located west of the intersection of Lone Star Parkway and FM 149. See the attached exhibit for the approximate development location. The Developer intends to develop the tract for multi-family and commercial use.

Public utility extensions will be required to serve this site. The City will provide water and sanitary sewer service to this development.

Approved By

City Staff	Ruby Beaven	Date: 6/16/2025



Legend

- City Limits
- ETJ

Tract Boundaries

- Superior Properties Tract

Superior Properties Development Location

CITY OF MONTGOMERY TEXAS EST 1837 BIRTHPLACE OF THE TEXAS FLAG

Disclaimer: This product is offered for graphical purposes only and may not be suitable for legal, engineering, or surveying purposes. The information shown on this exhibit represents the approximate location of property, municipal boundaries or facilities.

WGA

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MONTGOMERY, TEXAS AND SUPERIOR PROPERTIES OF TEXAS, LLC DEVELOPMENT NO. 2215

This DEVELOPMENT AGREEMENT (the "Agreement") is entered into between SUPERIOR PROPERTIES OF TEXAS, LLC, a Texas limited liability company, its successors or assigns ("Developer"), and THE CITY OF MONTGOMERY, TEXAS ("City") to be effective on the date on _____, 2025 (the "Effective Date").

RECITALS

The Developer owns approximately 15.46 acres of land, as described on the attached **Exhibit A** (defined herein as the "Tract") in Montgomery County, Texas, within the corporate limits of the City. The Developer intends to develop the Tract for multi-family and commercial purpose and the City will provide water and sanitary sewer service to the Tract.

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

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

AGREEMENT

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

ARTICLE I. DEFINITIONS AND EXHIBITS

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

City means the City of Montgomery, Texas.

Commercial Development means the portion of the Tract as shown on **Exhibit F**.

Developer means Superior Properties of Texas, LLC, a Texas limited liability company, its successors or assigns.

Development or Tract means the approximately 15.46 acres of land to be developed by Developer, as described in Exhibit A.

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 to serve the Tract, and all improvements, appurtenances, additions, extensions, enlargements or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites and other interests related thereto.

Management Pad means the dedicated site as shown on **Exhibit F**. The pad site on the Land Plan identified as Commercial & Management is conceptual in size and location, subject to change in both.

Multi-family Development means the portion of the Tract as shown on **Exhibit F**.

Parties means the City and the Developer, collectively.

Tract means the approximately 15.46 acres of land to be developed by Developer, as described in **Exhibit A**.

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

Exhibit A	Metes and Bounds Description of the Tract
Exhibit B	Form of Utility Agreement
Exhibit C	Public Waterline Extension
Exhibit D	Public Sanitary Sewer Extension
Exhibit E	Cost Estimate
Exhibit F	Master General Land Plan
Exhibit G	2021 County Major Thoroughfare Plan

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 B**. Following acceptance by the City, the water and sanitary sewer infrastructure will be owned, operated, and maintained by the City per normal practice and as described in the Utility Agreement. The City agrees to provide the Developer with its ultimate requirements for wastewater treatment and water capacity in accordance with the Utility Agreement and as further described herein.

b. *Water Supply Facilities*. The parties acknowledge that the Tract will be developed in phases with ultimate water requirements of 38,940 gpd to serve approximately 130 connections. The City agrees that it has the capacity in its water treatment system to serve the Tract; however, the Developer is required to fund the construction of certain improvements to the City's water supply system in order to provide sufficient service to the Tract.

i. **Water Lines.**

1. Multi Family: The Developer agrees to design and construct, at their cost, the connection required to serve the Multi-family Development as shown on **Exhibit C (the "Lone Star Parkway Water Line")** by crossing Lone Star Parkway. This portion of the Development will be served by a master meter located along the frontage of the property within public right-of-way or a water meter easement.

2. Commercial: The City will design and construct the public waterline required to serve the commercial portion of the development, at the cost of the Developer. The commercial pads will be served by a proposed 8-inch along Lawson Street and connecting to an existing 6-inch along Simonton. The existing 6-inch along Lawson will be abandoned as shown in **Exhibit C (the "Lawson and Simonton Waterline")**. The waterlines deemed to be Public will be constructed in public right of way or easement and to the extent necessary, the Developer will be responsible for acquiring any necessary public right of way or easements required for the construction of the Lawson and Simonton Waterline.

ii. **Funding.**

1. Multi-Family: The City will provide the Developer a cost estimate of inspection costs related to the Lone Star Parkway Waterline, and upon presentation of such estimate, the Developer agrees to deposit with the City the funds due for the inspection services of the Lone Star Parkway Waterline. The City will keep accurate records of Developer deposits and Lone Star Parkway Waterline costs and make such records available for Developer inspection upon request. Within forty-five (45) days of City acceptance of the Lone Star Parkway Waterline, the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the escrow account, less the amount required for the one-year warranty inspection to be conducted by the City Engineer.

2. Commercial: The City will provide the Developer a cost estimate of the engineering and construction costs of the Lawson and Simonton Waterline, and upon presentation of such estimate, the Developer agrees to deposit with the City the funds due for design (including preliminary design, design, expenses and fees, and bid phase services) of the Lawson and Simonton Waterline. The Cost Estimate is attached hereto as Exhibit "D." The City will be responsible for bidding the Lawson and Simonton Waterline in accordance with competitive bidding laws. Upon receipt and review of bids, the Developer will deposit the amount of the accepted bid plus 10% contingencies, the estimated cost for construction administration and inspection, construction staking, construction materials testing, with the City. Within forty-five (45) days of City acceptance of the Lawson and Simonton Waterline, the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the escrow account, less the amount required for the one-year warranty inspection to be conducted by the City Engineer. In the event the City has expended more than the deposit amount, the Developer will reimburse the City for any excess cost.

iii. **Ownership**

1. Multifamily: The City will accept such Lone Star Parkway Waterline or ownership and operation subject to a one-year maintenance bond to be enforceable by the City from the contractor once the Lone Star Parkway Waterline has been

constructed, inspected and all punchlist items have been addressed as confirmed by the City Engineer. Upon acceptance of the Lone Star Parkway Waterline, the Developer shall provide the City with as-built drawings in both digital and pdf format.

2. Commercial: The City will accept such Lawson and Simonton Waterline for ownership and operation subject to a one-year maintenance bond to be enforceable by the City from the contractor once the public waterline has been constructed, inspected and all punchlist items have been addressed as confirmed by the City Engineer.

c. *Wastewater Treatment Facilities*. The parties acknowledge that the Tract will be developed with ultimate wastewater requirements of 26,000 gpd to serve approximately 130 connections. The City agrees that it has permitted capacity in its wastewater treatment system to serve the Tract; however, the Developer is required to fund the construction of certain improvements to the City's wastewater supply system in order to serve the Tract.

i. **Sanitary Sewer Line**. The Developer agrees to design and construct a gravity sanitary sewer line extension, at the Developer's cost, along the frontage of the Tract along Lone Star Parkway from an existing manhole at the northeast corner of Lone Star Parkway and FM 149 as shown on **Exhibit D**, (the "Sanitary Sewer Line"). The Sanitary Sewer Line will be constructed in public right of way or easement and to the extent necessary, the Developer will be responsible for acquiring any necessary public right of way required for the construction of the Sanitary Sewer Line.

ii. **Funding**. The City will provide the Developer a cost estimate of inspection costs related to the Sanitary Sewer Line, and upon presentation of such estimate, the Developer agrees to deposit with the City the funds due for the inspection services of the Sanitary Sewer Line. The City will keep accurate records of Developer deposits and Sanitary Sewer Line costs and make such records available for Developer inspection upon request. Within forty-five (45) days of City acceptance of the Sanitary Sewer Line, the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the escrow account, less the amount required for the one-year maintenance inspection to be conducted by the City Engineer.

iii. **Ownership.** The City will accept such Sanitary Sewer Line or ownership and operation subject to a one-year maintenance bond to be enforceable by the City from the contractor once the public

sanitary sewer line has been constructed, inspected and all punchlist items have been addressed as confirmed by the City Engineer. Upon acceptance of the public sanitary sewer line, the Developer shall provide the City with as-built drawings in both digital and pdf format.

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 final platting. Impact Fees must be paid before the Final Plat is approved by City Council. If the proposed tap size changes after the time of final platting, a true-up of Impact Fees will be completed within 45 days of the time of the tap request and before the tap is completed.

e. *Drainage Facilities*. All drainage and detention facilities must be designed and constructed in accordance with the City Code and the City's floodplain regulations and any applicable Montgomery County Drainage Criteria Manual Standards. All onsite storm sewer systems will be designated as private facilities and will not be accepted by the City upon completion. Any detention ponds will not be accepted by the City but owned and maintained by the Developer. The Developer is responsible for providing engineering plans and specifications for the drainage and detention system interior to the Tract to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council, and development approvals and permits.

Section 2.2. Road Improvements. Developer agrees Streets will be private and Parties agree that no connection shall be added to Lawson Street or Simonton Street and these Streets are to remain dead-ends with gated and KNOX lock access for emergency services only, but only if required by Fire Marshal and/or Developer insurance. The Developer is responsible for providing engineered plans and specifications for the roads interior to the Tract to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council, and development approvals and permits. The Developer is responsible for Montgomery County approval for the proposed access points onto Lone Star Parkway. Pursuant to the 2021 Montgomery County Major Thoroughfare Plan, there are no plans for any proposed collector Streets or thoroughfares within or nearby the tract limits as shown on **Exhibit G**.

Section 2.3. Development Regulations. Developer understands the Tract is currently zoned commercial and multi-family and Developer agrees, pursuant to City Code and prior to the execution of this Agreement, to obtain all City approvals and permits with respect to rezoning the Development to R2-Multifamily and B-Commercial. Pursuant to City Code, Developer agrees each multi-family unit shall have off-Street parking for a minimum of two (2) vehicles. In addition, with respect to the commercial development Developer agrees to allocate at least 75% of the gross building space to parking, excluding family dining which shall include one (1) space for every six (6) customer seating, as well as one (1) space for every two (2) employees. Developer agrees to maintain a minimum 25' vegetative buffer

between the proposed commercial property off of Lawson Street and the existing residential property. Parties agree all commercial lighting shall be directed away from the existing single family residential homes and towards Lone Star Parkway.

ARTICLE III.

DEFAULT AND TERMINATION

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

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

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

Section 3.2. Notice of Developer's Default.

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

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

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

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

Section 3.3. Notice of City's Default.

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

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

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

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

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

ARTICLE IV.

MISCELLANEOUS

Section 4.1. Sale of Tract; Assignability. Any agreement by Developer to sell the entirety or any portion of the Tract to a person intending to develop the tract or such portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract to such Successor Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Developer. This Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of parcels out of the Tract. This Agreement is assignable upon written notice to the City; such notice of assignment shall be given within 30 days of an assignment and such notice shall include evidence that the assignee has assumed the obligations under this Agreement.

Section 4.2. Force Majeure. In the event a party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other parties as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

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

Section 4.3. Law Governing. This Agreement shall be governed by the laws of the State of Texas, and no lawsuit shall be prosecuted on this Agreement except in a federal or state court of competent jurisdiction.

Section 4.4. No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 4.5. Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advise (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to another (except bills), must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited. Notice given in any such other manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

City of Montgomery, Texas
101 Old Plantersville Road
Montgomery, TX 77316
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:

Superior Properties of Texas, LLC
Attn: Matthew Walker, Manager
2880 Hargrave Road
Huffman, Texas 77336

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

Section 4.6. Merger and Modification. This Agreement, including the exhibits that are attached hereto and incorporated herein for all purposes, embodies the entire agreement between the parties relative to the subject hereof. This Agreement shall be subject to change or modification only with the mutual written consent of all the parties.

Section 4.7. Severability. The provisions of this Agreement are severable, and if any part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 4.8. Benefits of Agreement. This Agreement is for the benefit of the City and Developer, and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

Section 4.9. Recordation. The City shall record this Agreement and any amendments thereof in the deed records of Montgomery County. In addition, any assignments of this Agreement shall be recorded in the deed records of Montgomery County. This Agreement, when recorded, shall be a covenant running with the land and binding upon the Tract, the parties and their assignees during the term of this Agreement. However, this Agreement shall not be binding upon and shall not constitute any encumbrance to title as to any purchaser of a tract or lot within the Tract who does not intend to resell, subdivide or develop the tract or lot in the ordinary course of business.

Section 4.10. Term. This Agreement shall be in force and effect from the Effective Date and continue for a term of thirty (30) years unless otherwise previously terminated pursuant to some term or condition of this Agreement or by express written agreement by the

City and Developer. Upon expiration of thirty (30) years from the Effective Date of this Agreement, this Agreement may be extended upon mutual consent of the Developer and the City.

Section 4.11. Authority for Execution. The City hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Code. The Developer hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of such entity.

(Signature Pages to Follow)

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

Superior Properties of Texas, LLC a Texas limited liability company

By: _____
Name: Matthew Walker
Title: Manager
Date: _____

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this 13 day of June, 2025, by Matthew Walker, Manager of Superior Properties of Texas, LLC, a Texas limited liability company, on behalf of said entity.

TERESA BAKER
Notary Public, State of Texas
NOTARY ID # 13028698-3
My Commission Exp 07-07-2027

_____
Notary Public, State of Texas

(NOTARY SEAL)

CITY OF MONTGOMERY, TEXAS

_____
Sara Countryman, Mayor

ATTEST:

_____
Title: City Secretary

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this _____ day of _____, 2025, by Sara Countryman, Mayor, City of Montgomery, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT "A"

METES AND BOUNDS

15.46 ACRES OF LAND
OUT OF
B. RISBY SURVEY, ABSTRACT NO. 31
MONTGOMERY COUNTY, TEXAS

Being all of a called 8.00-acre tract conveyed to SPT Montgomery, LLC by deed recorded under Montgomery County Clerk's File No. 2023026603 and all of a called 7.46-acre tract conveyed to SPT Montgomery, LLC by deed recorded under Montgomery County Clerk's File No. 2023029736, for a total of 15.46 acres of land located in the B. Rigsby Survey, Abstract No. 31, Montgomery County, Texas. Said 15.46-acre tract being more fully described by metes and bounds as follows:

All Bearing referenced herein are based on NAD. 83, Texas Central Zone.

BEGINNING at a 5/8" iron rod marking the southwest corner of the said 8.00-acre tract, same marking the southeast corner of Restricted Reserve "A" in Lonestar Parkway Community Center plat as recorded in Cabinet Z, Sheet 1570, Montgomery County Plat Records, also being along the northerly right-of-way line of Lonestar Parkway (width varies), same being the southwest corner of the herein described tract;

THENCE North 03°32'06" West, along the common line of said 8.00-acre tract and said Reserve "A", passing at 508.91 feet a 5/8" iron rod marking the northeast corner of said Restricted Reserve "A", same marking the southeast corner of Restricted Reserve "B" in said Lonestar Parkway Community Center plat, and continuing along the common line of said 8.00-acre tract and said Restricted Reserve "B", a total distance of 732.92 feet to a 5/8" iron rod marking the northeast corner of said Restricted Reserve "B", same being on the southerly line of a called 4.00-acre tract as recorded under Montgomery County Clerk's Volume 1090, Page 136, and being the northwest corner of the herein described tract;

THENCE North 85°57'35" East, along the common line of said 8.00-acre tract and said 4.00-acre tract, a distance 365.18 feet to a fence corner marking the southeast corner of said 4.00-acre tract, same marking the southwest corner of a called 4.806-acre acre tract recorded under Montgomery County Clerk's File No. 20011081468, same marking the northwest corner of a called 2.600-acre tract of land as recorded in Montgomery County Clerk's File No. 9344195, and being a corner angle point of the herein described tract;

THENCE South 55°46'25" East, along the common line of said 8.00-acre tract and said 2.600-acre tract for a distance of 100.68 feet to a 5/8" iron rod marking the northeasterly corner of said 8.00-acre, continuing along the common line of said 7.46-acre tract and said 2.600-acre tract, a total distance of 316.87 feet to a ½" iron rod marking an angle point of the herein described tract;

THENCE South 55°41'15" East, continuing along the common line of said 7.46-acre tract and said 2.600-acre tract, a distance of 270.75 feet to a fence corner marking the southwest corner of said 2.600-acre tract, also being on the west line of Mt. Pleasant Heights plat as recorder in Volume 5, Page 267, Montgomery County Map Records, and being an angle point of the herein described tract;

THENCE South 03°24'36" East along the common line of said 7.46-acre tract and said Mt. Pleasant Heights plat, for a distance of 304.57 feet to a 5/8" iron rod, being an interior corner of the herein described tract, same being on the southerly right-of-way of Lawson Street (called 50' width);

THENCE North 86°35'20" East, along the common line of said 7.46-acre tract and south right-of-way line of said Lawson Street, a distance of 605.78 feet to a 5/8" iron rod for the southeast corner Lawson Street, also being on the west right-of-way line of Farm to Market Road (FM) 149, and being the most southern northeast corner of the herein described tract;

THENCE South 04°04'19" East, along the common line of said 7.46-acre tract and the west line of said FM 149 for a distance of 99.50 feet to a 5/8" iron rod marking a right-of-way cutback of said FM 149, and being the northern most southeast corner of the herein described tract;

THENCE South 41°35'13" West, along the common line of said 7.46-acre tract and said right-of-way cutback of FM 149 and Lonestar Parkway, a distance of 50.19 feet to a 5/8" iron rod marking the southern southeast corner of the herein described tract, same being on the north right-of-way of said Lonestar Parkway;

THENCE South 85°46'55" West, along the common line of said 7.46-acre tract and the south right-of-way of said Lonestar Parkway, a distance of 192.94 feet to a 5/8" iron rod;

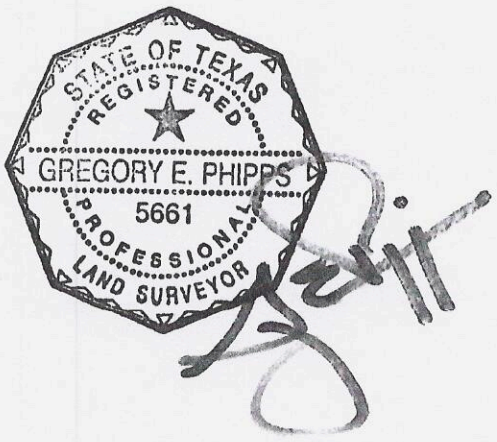
THENCE South 83°12'25" West, continuing along the common line of said 7.46-acre tract and north right-of-way of said Lonestar Parkway, a distance of 484.44 feet to a 5/8" iron rod, and being the beginning of a curve to the right;

THENCE along said curve to the right, being the common line of said 7.46-acre tract (passing into said 8.00-acre tract at a chord length of 369.58') and the north right-of-way of said Lonestar Parkway, having a radius of 1,960.00 feet, an arc length of 707.50 feet, chord bearing of North 86°27'04" West, and chord distance of 703.67 feet;

THENCE North 76°06'44" West, continuing along the common line of said 8.00-acre tract and the north right-of-way of said Lonestar Parkway, a distance of 26.27 feet to the **POINT OF BEGINNING** and containing within these calls 15.46 acres of land.

Prepared by:
J.A. COSTANZA & ASSOCIATES ENGINEERING, INC.
4301 Center Street
Deer Park, Texas 77536
(281) 930-9339
TxBPELS Surveying Firm No. 10114300

June 5, 2023



P:\Active\B023 2325/SURVEY/B023 2325 15.46 Acres Legal Description.doc

EXHIBIT "B"

FORM OF UTILITY AGREEMENT

FORM OF UTILITY AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

THIS AGREEMENT is made and entered into as of the date herein last specified, by and between the CITY OF MONTGOMERY, TEXAS (the "City"), a Type A general-law municipality located in Montgomery County, Texas, and SUPERIOR PROPERTIES OF TEXAS, LLC, a Texas limited liability company (the "Developer"). The City and Developer are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the City is a Type-A general law city that provides a full range of governmental services to its citizens. The City owns and operates water production and distribution facilities, wastewater collection and treatment facilities, a police department and provides other municipal services; and

WHEREAS, the Developer owns approximately 15.46 acres of land within the corporate boundaries of the City and described more particularly in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Tract"); and

WHEREAS, the Developer plans to construct and design, water lines, sanitary sewer lines, and road improvements to serve the Tract; and

WHEREAS, the Parties now desire to enter into an agreement under the terms of which, among other things: (i) the Developer will construct or acquire for the benefit of, and for ultimate conveyance to the City, all or certain of the Facilities (as defined herein) needed to serve land to be developed within the boundaries of the Tract; (ii) the City will maintain the Facilities once they are conveyed to the City by the Developer; (iii) the City will provide sufficient water supply and wastewater treatment plant capacity to serve the Tract at full development, on a time schedule that meets the Developer's needs, and will impose impact fees for such capacity as set forth herein; and (iv) the City will provide water supply and wastewater treatment services to the customers within the Tract; and

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

AGREEMENT

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

ARTICLE I
DEFINITIONS

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

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

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

"Development" or "Tract" means the approximately 15.46 acres of land to be developed by Developer, as described in **Exhibit A** attached hereto and incorporated herein for all purposes.

"Development Agreement" shall mean that certain Development Agreement, between the City and Superior Properties of Texas, LLC, a Texas limited liability, as may be amended from time to time.

"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 off-site waterlines and sanitary sewer lines to serve the Development, constructed and designed by Developer as shown on **Exhibit C**.

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

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

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

2.02. Water Lines.

1. Multi Family: The Developer agrees to design and construct, at their cost, the connection required to serve the Multi-family Development as shown on **Exhibit C (the "Lone Star Parkway Water Line")** by crossing Lone Star Parkway. This portion of the Development will be served by a master meter located along the frontage of the property within public right-of-way or a water meter easement. The City will provide the Developer a cost estimate of

inspection costs related to the Lone Star Parkway Waterline, and upon presentation of such estimate, the Developer agrees to deposit with the City the funds due for the inspection services of the Lone Star Parkway Waterline. The City will keep accurate records of Developer deposits and Lone Star Parkway Waterline costs and make such records available for Developer inspection upon request. Within forty-five (45) days of City acceptance of the Lone Star Parkway Waterline, the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the escrow account, less the amount required for the one-year warranty inspection to be conducted by the City Engineer.

2. Commercial: The City will design and construct the public waterline required to serve the commercial portion of the development, at the cost of the Developer. The commercial pads will be served by a proposed 8-inch along Lawson Street and connecting to an existing 6-inch along Simonton. The existing 6-inch along Lawson will be abandoned as shown in **Exhibit C (the "Lawson and Simonton Waterline")**. The waterlines deemed to be Public will be constructed in public right of way or easement and to the extent necessary, the Developer will be responsible for acquiring any necessary public right of way or easements required for the construction of the Lawson and Simonton Waterline. The City will provide the Developer a cost estimate of the engineering and construction costs of the Lawson and Simonton Waterline, and upon presentation of such estimate, the Developer agrees to deposit with the City the funds due for design (including preliminary design, design, expenses and fees, and bid phase services) of the Lawson and Simonton Waterline. The Cost Estimate is attached as **Exhibit "E"** to the Development Agreement. The City will be responsible for bidding the Lawson and Simonton Waterline in accordance with competitive bidding laws. Upon receipt and review of bids, the Developer will deposit the amount of the accepted bid plus 10% contingencies, the estimated cost for construction administration and inspection, construction staking, construction materials testing, with the City. Within forty-five (45) days of City acceptance of the Lawson and Simonton Waterline, the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the escrow account, less the amount required for the one-year warranty inspection to be conducted by the City Engineer. In the event the City has expended more than the deposit amount, the Developer will reimburse the City for any excess cost.

2.03. Sanitary Sewer Line. In accordance with the Development Agreement and **Exhibit D**, the Developer agrees to design and construct a gravity sanitary sewer line extension, at the Developer's cost, along the frontage of the Tract along Lone Star Parkway from an existing manhole at the northeast corner of Lone Star Parkway and FM 149. The Sanitary Sewer Line will be constructed in public right of way or easement and to the extent necessary, the Developer will be responsible for acquiring any necessary public right of way required for the construction of the Sanitary Sewer Line. The City will accept such Sanitary Sewer Line or ownership and operation subject to a one-year maintenance bond to be enforceable by the City from the contractor once the

public sanitary sewer line has been constructed, inspected and all punchlist items have been addressed as confirmed by the City Engineer. Upon acceptance of the public sanitary sewer line, the Developer shall provide the City with as-built drawings in both digital and pdf format.

2.04. Impact Fees. In accordance with the Development Agreement, the Developer agrees to pay impact fees for water supply facilities and wastewater treatment facilities 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 final platting. Impact Fees must be paid before the Final Plat is approved by City Council. If the proposed tap size changes after the time of final platting, a true-up of Impact Fees will be completed within 45 days of the time of the tap request and before the tap is completed.

2.05. Road Improvements. In accordance with the Development Agreement, Developer agrees streets will be private and the Parties agree that no connection shall be added to Lawson Street or Simonton Street and these streets are to remain dead-ends with gated and KNOX lock access for emergency services only, but only if required by Fire Marshal and/or Developer insurance.

ARTICLE III
OWNERSHIP, OPERATION AND MAINTENANCE OF FACILITIES

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

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

3.03. Rates and Meters. The City shall bill and collect fees from customers located within the boundaries of the Tract and shall from time to time fix such rates and charges for such customers of the City's system; provided, however, that the rates and charges for services afforded by the system will be equal and uniform to those charged for other similar classifications of users in the City. All water and wastewater revenues from the Tract customers shall belong exclusively

to the City. The City shall be responsible for providing and installing any necessary meters for the individual customers.

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

ARTICLE IV
REMEDIES IN EVENT OF DEFAULT

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

ARTICLE V
MISCELLANEOUS PROVISIONS

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

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

5.03. Address and Notice. Unless otherwise provided in this Agreement, any notice to be given under this Agreement shall be given in writing and may be given either by depositing the notice in the United States mail postpaid, registered or certified mail, with return receipt requested; delivering the notice to an officer of such party; or sending the notice by prepaid telegram, when

appropriate. Notice deposited by mail in the foregoing manner shall be effective the day after the day on which it is deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purposes of notice, the addresses of the Parties shall be as follows:

If to the City, to:

City of Montgomery, Texas
101 Old Plantersville Road
Montgomery, TX 77316
Attention: City Administrator

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:

Superior Properties of Texas, LLC
Attn: Matthew Walker, Manager
2880 Hargrave Road
Huffman, Texas 77336

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

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

5.05. No Additional Waiver Implied. The failure of a 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 any 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.

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 _____ 2025.

THE CITY OF MONTGOMERY, TEXAS

_____
Sara Countryman, Mayor

ATTEST/SEAL:

_____
Ruby Beaven, City Secretary

SUPERIOR PROPERTIES OF TEXAS, LLC, a Texas limited liability company

By: Matthew Walker
Name: Matthew Walker
Title: Manager

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this 13 day of June, 2025, by Matthew Walker, Manager of Superior Properties of Texas, LLC, a Texas limited liability, on behalf of said company.

TERESA BAKER
Notary Public, State of Texas
NOTARY ID # 13028698-3
My Commission Exp 07-07-2027

Teresa Baker
Notary Public, State of Texas

(NOTARY SEAL)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this ____ day of _____ 2025.

THE CITY OF MONTGOMERY, TEXAS

_____
Sara Countryman, Mayor

ATTEST/SEAL:

_____
Ruby Beaven, City Secretary

SUPERIOR PROPERTIES OF TEXAS, LLC, a Texas limited liability company

By: Matthew Walker

Name: Matthew Walker

Title: Manager

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this 13 day of June, 2025, by Matthew Walker, Manager of Superior Properties of Texas, LLC, a Texas limited liability, on behalf of said company.

TERESA BAKER
Notary Public, State of Texas
NOTARY ID # 13028698-3
My Commission Exp 07-07-2027

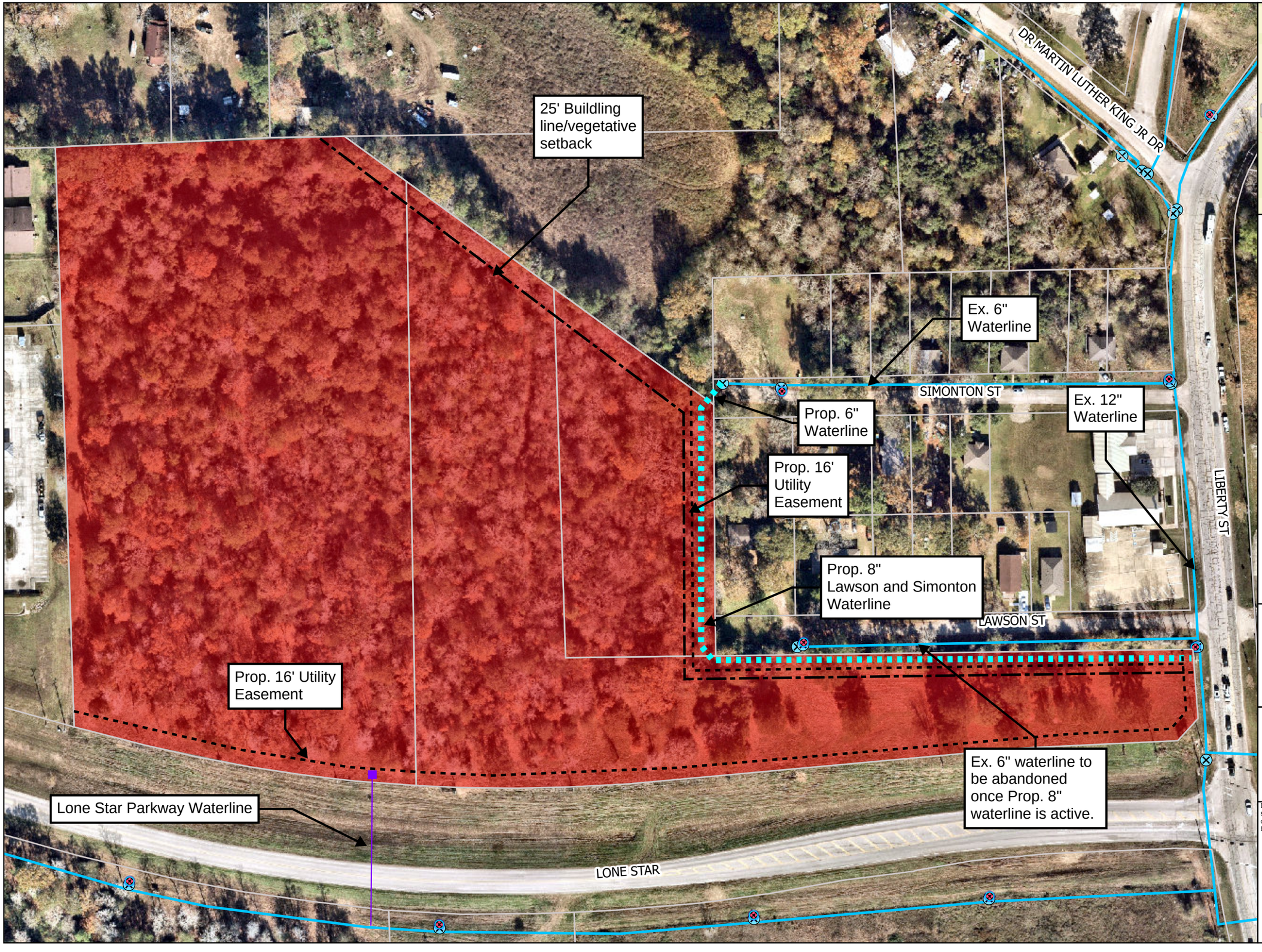
Teresa Baker

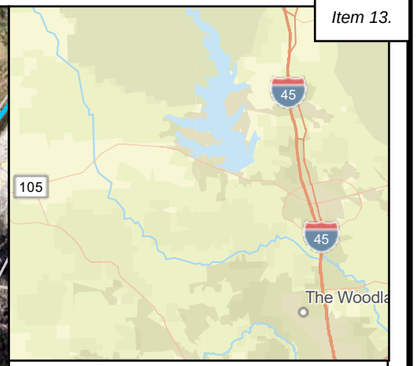
Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT "C"

PUBLIC WATERLINE EXTENSION





Legend

- City Limits
- City Limits
- Extraterritorial Jurisdictions
- Tax Parcels

0 0.02 0.04

mi

Exhibit C: Public Waterline Extension

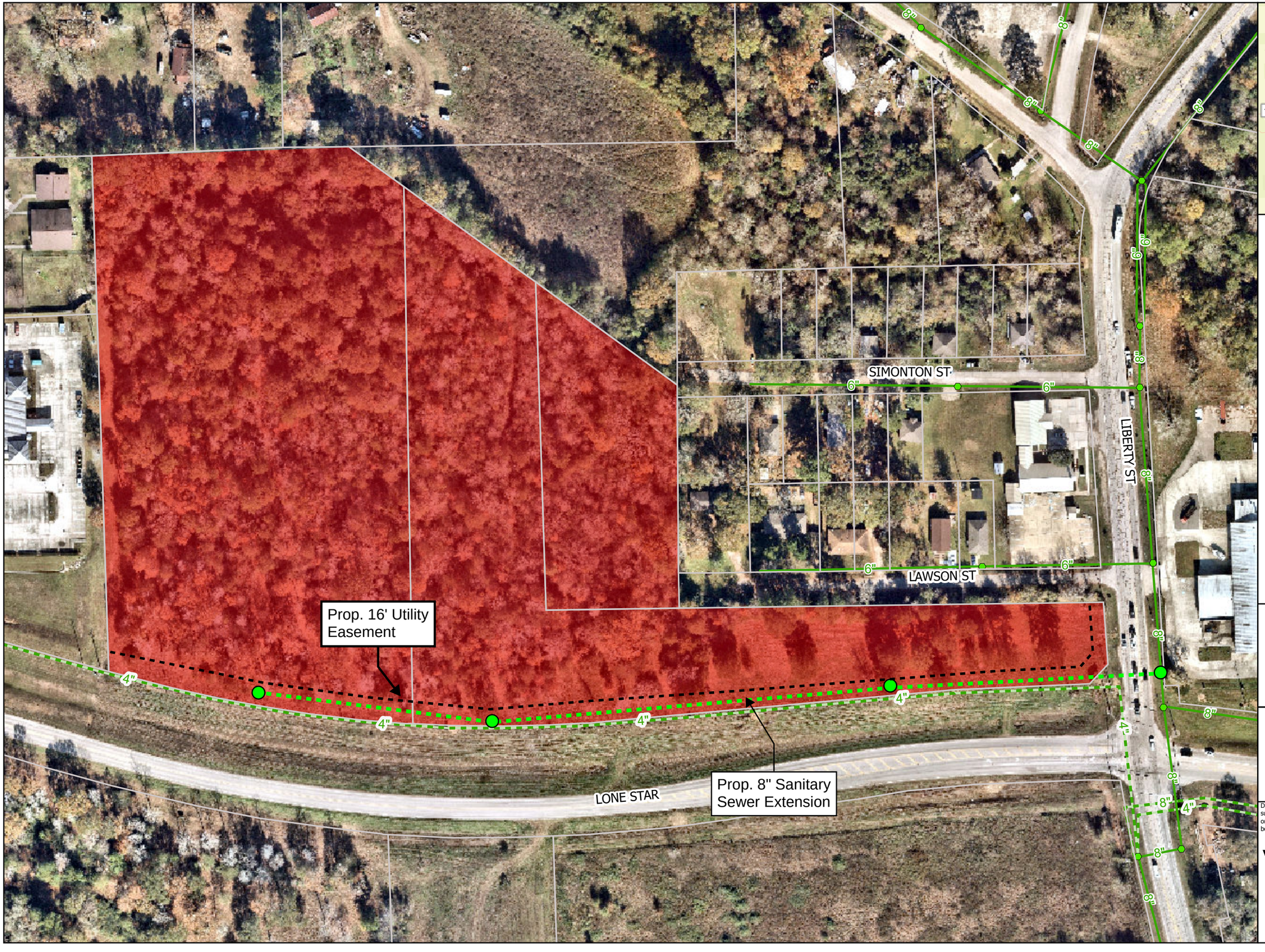
CITY OF MONTGOMERY TEXAS EST 1837 BIRTHPLACE OF THE TEXAS FLAG

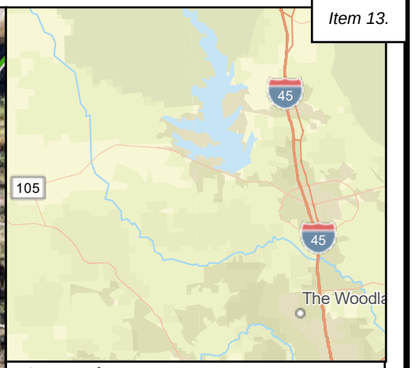
Disclaimer: This product is offered for graphical purposes only and may not be suitable for legal, engineering, or surveying purposes. The information shown on this exhibit represents the approximate location of property, municipal boundaries or facilities.

WGA

EXHIBIT "D"

PUBLIC SANITARY SEWER EXTENSION





Legend

- City Limits
- City Limits
- Extraterritorial Jurisdictions
- Tax Parcels

0 0.03 0.05

mi

Exhibit D: Public Sanitary Sewer Extension

CITY OF MONTGOMERY TEXAS EST 1837 BIRTHPLACE OF THE TEXAS FLAG

Disclaimer: This product is offered for graphical purposes only and may not be suitable for legal, engineering, or surveying purposes. The information shown on this exhibit represents the approximate location of property, municipal boundaries or facilities.

WGA

EXHIBIT "E"

COST ESTIMATE

Preliminary Cost Estimate

Lawson and Simonton Public Waterline Loop

Superior Properties

6/11/2025

Item No.	Description	Quantity	Unit	Unit Price	Cost
General					
1	Mobilization, Bonds, and Insurance	1	LS	$ 10,000	$ 10,000
2	Construction Staking	1	LS	2,500	2,500
3	Trench Safety System	930	LF	1	900
4	SWPPP	1	LS	4,000	4,000
5	Traffic Control Plan	1	LS	4,000	4,000
5	Clearing and Grubbing	1	LS	5,000	5,000
6	Site Restoration	1	LS	5,000	5,000
Water					
7	8-Inch C900 PVC Waterline (Open Cut Construction)	930	LF	60	55,800
8	6-Inch C900 PVC Waterline (Open Cut Construction)	30	LF	50	1,500
9	8-Inch Gate Valve	2	EA	4,000	9,300
10	6-Inch Wet Connect & Removal of Plug and Clamp	1	EA	2,000	2,000
11	8-Inch TS&V	1	EA	6,000	6,000
12	Abandon Ex. 6" Waterline (Cut,Plug, and Abandon)	1	LS	5,000	5,000
13	Fire Hydrant	3	EA	8,000	24,000
14	Meter Reconnect	5	EA	$ 1,000	$ 5,000

Construction Subtotal	**$**	**140,000**
Contingencies (15%)	$	21,000
Engineering - Preliminary, Design, and Bidding	$	35,000
Construction Administration and Inspection	$	26,000
Expenses and Fees	$	1,000
Construction Materials Testing	$	11,000
Total	**$**	**234,000**

Notes:

1 All values rounded up to the nearest thousand.

2 This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.

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

EXHIBIT "F"

MASTER GENERAL LAND PLAN

SUPERIOR PROPERTIES AT LONE STAR

MASTER GENERAL LANDPLAN

ON

CALLED 15.46 ACRES OF LANE

CITY OF MONTGOMERY

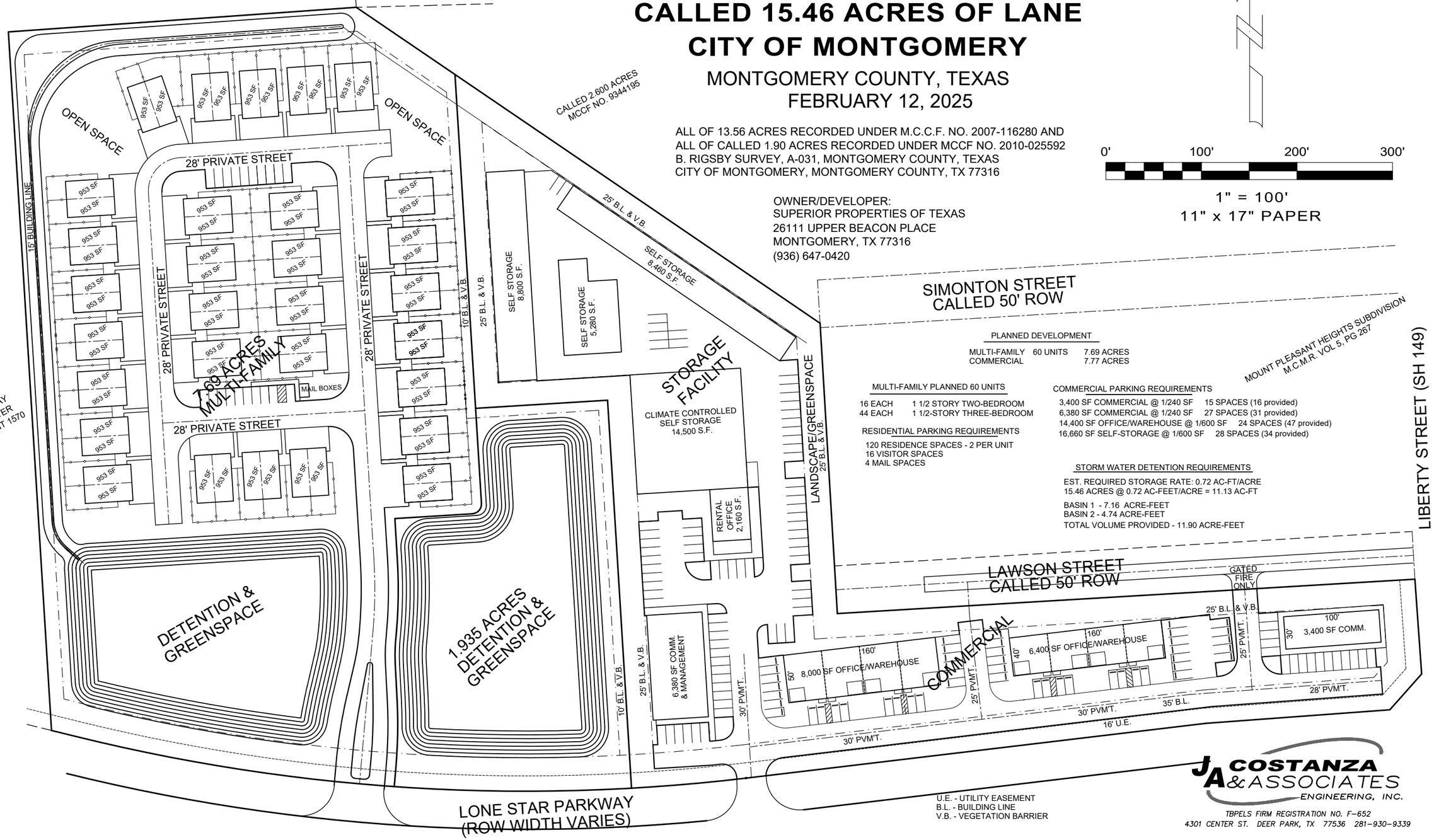
MONTGOMERY COUNTY, TEXAS
FEBRUARY 12, 2025

ALL OF 13.56 ACRES RECORDED UNDER M.C.C.F. NO. 2007-116280 AND
ALL OF CALLED 1.90 ACRES RECORDED UNDER MCCF NO. 2010-025592
B. RIGSBY SURVEY, A-031, MONTGOMERY COUNTY, TEXAS
CITY OF MONTGOMERY, MONTGOMERY COUNTY, TX 77316

OWNER/DEVELOPER:
SUPERIOR PROPERTIES OF TEXAS
26111 UPPER BEACON PLACE
MONTGOMERY, TX 77316
(936) 647-0420

0' 100' 200' 300'

1" = 100'
11" x 17" PAPER



PLANNED DEVELOPMENT

MULTI-FAMILY	60 UNITS	7.69 ACRES
COMMERCIAL		7.77 ACRES

MULTI-FAMILY PLANNED 60 UNITS

16 EACH	1 1/2 STORY TWO-BEDROOM
44 EACH	1 1/2-STORY THREE-BEDROOM

RESIDENTIAL PARKING REQUIREMENTS

120 RESIDENCE SPACES - 2 PER UNIT
16 VISITOR SPACES
4 MAIL SPACES

COMMERCIAL PARKING REQUIREMENTS

3,400 SF COMMERCIAL @ 1/240 SF	15 SPACES (16 provided)
6,380 SF COMMERCIAL @ 1/240 SF	27 SPACES (31 provided)
14,400 SF OFFICE/WAREHOUSE @ 1/600 SF	24 SPACES (47 provided)
16,660 SF SELF-STORAGE @ 1/600 SF	28 SPACES (34 provided)

STORM WATER DETENTION REQUIREMENTS

EST. REQUIRED STORAGE RATE: 0.72 AC-FT/ACRE
15.46 ACRES @ 0.72 AC-FEET/ACRE = 11.13 AC-FT

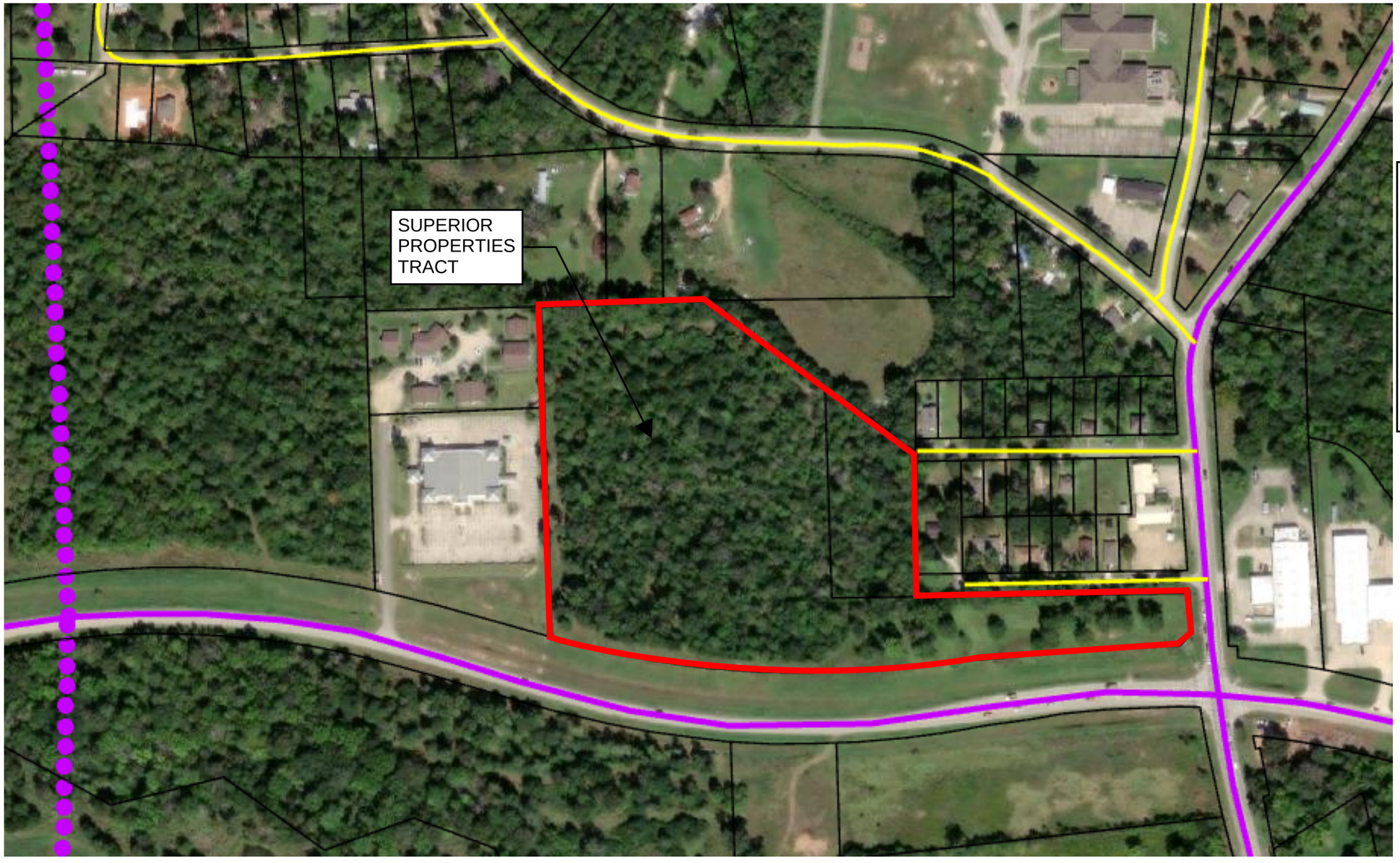
BASIN 1 - 7.16 ACRE-FEET
BASIN 2 - 4.74 ACRE-FEET
TOTAL VOLUME PROVIDED - 11.90 ACRE-FEET

U.E. - UTILITY EASEMENT
B.L. - BUILDING LINE
V.B. - VEGETATION BARRIER

J.A. COSTANZA & ASSOCIATES ENGINEERING, INC.
TBPELS FIRM REGISTRATION NO. F-652
4301 CENTER ST. DEER PARK, TX 77536 281-930-9339

EXHIBIT "G"

2021 COUNTY MAJOR THOROUGHFARE PLAN



LEGEND

- Ex. Thoroughfare
- Prop. Thoroughfare
- Local

WGA
CONSULTING ENGINEERS
WARD, GETZ & ASSOCIATES, PLLC
TEXAS REGISTERED ENGINEERING FIRM F-9756
4800 Research Forest Drive, Suite 170
The Woodlands, TX 77381
713.789.1900

2021 THROROUGHFARE PLAN

SUPERIOR PROPERTIES

EXHIBIT
H

Montgomery City Council
AGENDA REPORT

Meeting Date: 06/24/2025	**Budgeted Amount:** None
Department: Administration	**Prepared By: WGA**

Subject

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

Recommendation

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

Discussion

The Draft MOU and Reimbursement Breakdown are attached.

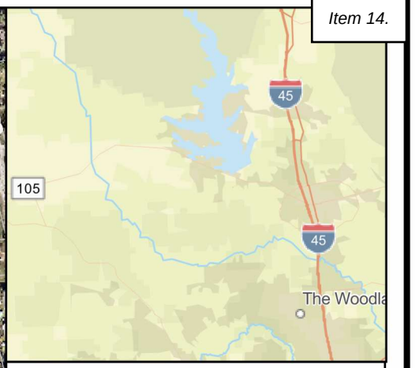
The Memorandum of Understanding (MOU) for the proposed development outlines the general terms of the pending development agreement. The MOU outlines the desired terms of the development including requirements of the development including public infrastructure improvements.

The terms of the MOU are non-binding.

Specific terms of the development will be outlined in the development agreement.

Approved By

City Staff	Ruby Beaven	Date: 6/16/2025



Legend

- City Limits
- ETJ

Tract Boundaries

- Villages of Montgomery Tract

Villages Of Montgomery Development Location

CITY OF MONTGOMERY
TEXAS EST 1837
BIRTHPLACE OF THE TEXAS FLAG

Disclaimer: This product is offered for graphical purposes only and may not be suitable for legal, engineering, or surveying purposes. The information shown on this exhibit represents the approximate location of property, municipal boundaries or facilities.

WGA

MEMORANDUM OF UNDERSTANDING

Villages of Montgomery
Dev. No. 2502

This Memorandum of Understanding (MOU) is entered into by and between:

Parkside Montgomery 51, LLC (herein referred to as "Parkside"); and the

City of Montgomery, Texas, 101 Old Plantersville Road, Montgomery, Texas 77316 (herein referred to as the "City").

Parkside and the City may be referenced individually as a "Party" and collectively as the "Parties."

PURPOSE

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

This MOU is designed to detail the primary terms for development; however, it is not intended and shall not be deemed, to create any binding obligation on either Party. The Parties shall not be bound in any way in connection with this MOU unless and until the Parties execute a definitive development agreement and then shall be bound only in accordance with such agreement.

DURATION OF MOU

This MOU becomes effective on the last date it is signed by the Parties (the "Effective Date") and will remain in force until a definitive development agreement is executed by the Parties or one year from the Effective Date, whichever occurs first.

DEFINITIONS

Subject Tract - Approximately 50.4 acres, within the Benjamin Rigsby Survey, Abstract 31, in Montgomery County, Texas.

Feasibility Study – Study prepared by the City Engineer, WGA, on serviceability of Subject Tract by the City. The study is dated September 2024 and was presented and approved by City Council at the September 10th, 2024 Council meeting.

ROLES AND RESPONSIBILITIES

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

1. The Subject Tract is proposed to have approximately 137 single family residential lots, 3 acres of commercial tracts, and approximately 7.2 acres of mix-use pads. The single-family lots will consist of approximately 69 – 45' x 110' alley load, single-family lots, approximately 68 – 50' x 110' traditional single family lots, and mixed-use pads.

2. The City understands Parkside has submitted and obtained City Council approval on May 27, 2025

   for the following variance requests:

   a. Proposed Minimum Lot Size: 4,950 square feet

   b. Proposed Side Lot Setback: 5 feet

   c. Proposed Minimum Lot Width: 45 feet

   d. Proposed Front Setback for Alley Loaded Lots only: 10 feet

   e. Proposed Lot Depth: 110 feet

3. The City understands and accepts that Parkside will ~~-~~submit for rezoning of portions of the property to/from R-1 Single Family and B Commercial to align with the proposed land plan.

4. The City understands and accepts the Subject Tract will petition for annexation into an existing in-city Municipal Utility District (MUD), or petition for the creation of a new in-city MUD, either of which will require City consent.

5. Parkside understands that impact fees will be assessed and due in full at the time of approval of the final plat for the Subject Tract.

6. Parkside understands and accepts that certain waterline improvements are required for the development of the Subject Tract. The waterline improvements described in the Feasibility Study will be designed and constructed by Parkside at Parkside's expense and dedicated to the City.

7. Parkside understands and accepts that certain sewer improvements are required for development of the Subject Tract. The demolition of the existing Lift Station B along State Highway 105 and the gravity sewer improvements described in the Feasibility Study will be designed and constructed by the City at Parkside's expense.

8. Parkside understands and accepts that improvements of Shepperd Street must be constructed. ~~This~~ These improvements include sidewalks and pavement to State Highway 105. This extension will be designed and constructed by Parkside at Parkside's expense and dedicated to the City.

9. Parkside understands and accepts that an extension and improvements of Caroline Street will be required to access the Subject Tract. This extension includes sidewalks along the northern right-of-way of Caroline Street to connect to the existing sidewalk in the West Side at the Park Sec. 1

development. The roadway and sidewalks improvements will be designed and constructed by Parkside at Parkside's expense and dedicated to the City.

10. Parkside understands and accepts that there will not be a connection to College Street as a part of the development of the Subject Tract.

11. The City understands the Subject Tract will be proposing on-site detention and drainage facilities, which will ultimately be owned and maintained by the MUD, in accordance with all current local criteria. Such on-site detention facilities will be designed and constructed at Parkside's expense. Once the drainage study is reviewed and approved by the City for the Subject Tract, the approval will not expire unless there is a significant change in land use (a change in either total lot count or acreage of commercial reserves of more than 10% increase or decrease) or unless the civil construction plans for all or a part of the improvements called for in this MOU are not submitted to the City for review within 24 months of drainage study approval.

COMMUNICATION BETWEEN PARTIES

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

AMENDMENTS

This MOU may be amended or extended upon written approval by both original Parties.

SIGNATURES

City of Montgomery

_____ _____

Sara Countryman, Mayor Date

Parkside Montgomery 51, LLC

_____ 6/18/25

Brett Walker, Manager Date

META PLANNING + DESIGN
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LOT SUMMARY

45'x110' (ALLEY LOAD)	71 LOTS	52%
50'x100' (FRONT LOAD)	65 LOTS	48%
TOTAL	**136 LOTS**	

a schematic plan for

VILLAGES AT MONTGOMERY

±50.3 ACRES OF LAND

prepared for

GRACEPOINT HOMES

META PLANNING + DESIGN
24275 Katy Freeway, Ste. 200
Katy, Texas 77494
Tel: 281-810-1422

SCALE
0 50 100 200

MTA-I-730A
SEPTEMBER 4, 2024

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAINS, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

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Montgomery City Council
AGENDA REPORT

Meeting Date: 06/24/2025	**Budgeted Amount:**
Department: Administrative	**Prepared By: WGA**

Subject

Consideration and possible action regarding Memorandum of Understanding between the City and Dunhill Builders, LLC for the Mia Lago Reserve Department (Dev. No. 2411).

Recommendation

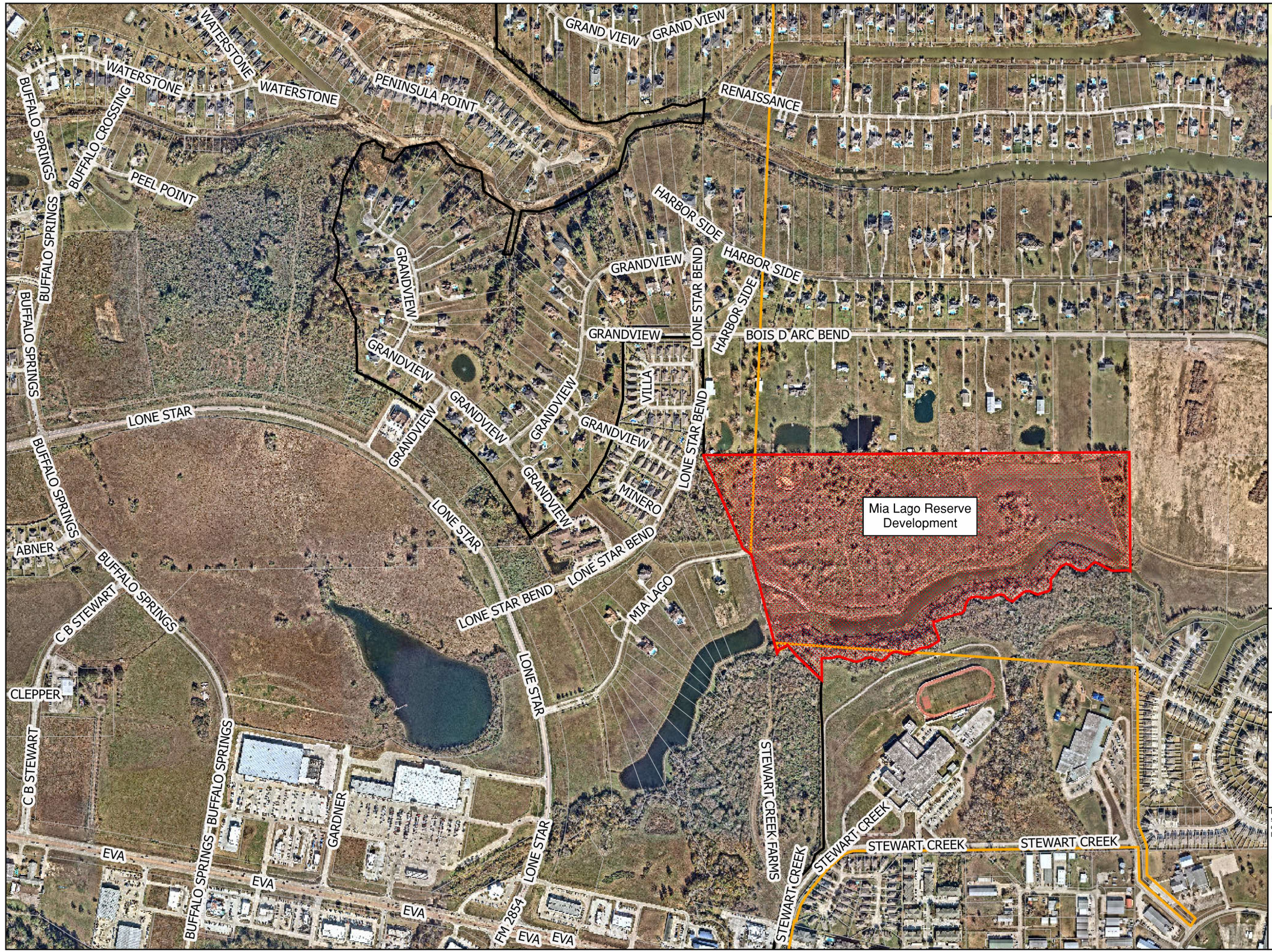
WGA and Staff recommend Council authorize the Mayor to sign the MOU and allow City staff and consultants to begin coordinating with the Developer to draft the Development Agreement.

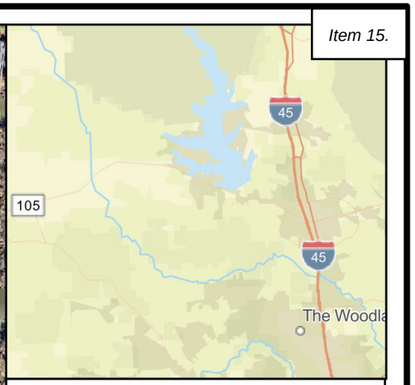
Discussion

Enclosed is the revised Memorandum of Understanding (MOU) based on the comments received from Council at the April 22nd, 2025 Council meeting. The Developer, Dunhill Builders, LLC, has reviewed and executed the MOU. Enclosed is a copy of the executed MOU and the latest site plan.

Approved By

City Staff	Ruby Beaven	Date: 6/16/2025





Legend

- City Limits
- ETJ

Tract Boundaries

- Mia Lago Reserve Tract

Mia Lago Reserve Development Location

CITY OF MONTGOMERY TEXAS EST 1837 BIRTHPLACE OF THE TEXAS FLAG

Disclaimer: This product is offered for graphical purposes only and may not be suitable for legal, engineering, or surveying purposes. The information shown on this exhibit represents the approximate location of property, municipal boundaries or facilities.

WGA

MEMORANDUM OF UNDERSTANDING

Mia Lago Reserve
Dev. No. 2411

This Memorandum of Understanding (MOU) is entered into by and between:

Dunhill Builders, LLC, *4801 Woodway Dr Suite 425W, Houston, Texas 77056* (herein referred to as "Dunhill"); and the

City of Montgomery, Texas, 101 Old Plantersville Road, Montgomery, Texas 77316 (herein referred to as the "City").

Dunhill and the City may be referenced individually as a "Party" and collectively as the "Parties."

PURPOSE

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

This MOU is designed to detail the primary terms for development;~~,~~ however, it is not intended and shall not be deemed, to create any binding obligation on either Party. The Parties shall not be bound in any way in connection with this MOU unless and until the Parties execute a definitive development agreement and then shall be bound only in accordance with such agreement.

DURATION OF MOU

This MOU becomes effective on the last date it is signed by the Parties (the "Effective Date") and will remain in force until a definitive development agreement is executed by the Parties or one year from the Effective Date, whichever occurs first.

DEFINITIONS

Subject Tract - Approximately 73.7195 acres, within the John Corner Survey, Abstract 8, in Montgomery County Clerk's File (MCCF) Number 2024018462.

Feasibility Study – Study prepared by the City Engineer, WGA, on serviceability of Subject Tract by the City. The study is dated September 2024 and was presented and approved by City Council at the September 10th, 2024 Council meeting.

ROLES AND RESPONSIBILITIES

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

1. The Development is proposed to have approximately 59 – ¾ acre lots. All lots will meet the City minimum frontage, lot size and setbacks requirements.

2. Dunhill will submit a petition for voluntary annexation into the City of Montgomery upon completion of the Development Agreement.

3. The Development will request only public water service from the City in accordance with the City's Feasibility Study. Specifically, the Development requires the construction from the existing 8-inch waterlines on the Subject Tract's frontage of Lone Star Bend as well as the eastern end of Mia Lago Drive near the Subject Tract's western boundary. Dunhill is required to connect to both existing lines and extend them to the Subject Tract's boundary. Dunhill will be responsible for all costs of design and construction to extend the 8-inch waterlines along Lone Star Bend and Mia Lago Drive. Additionally, Dunhill is required to construct an 8-inch waterline to run interior through the Subject Tract to connect to the 8-inch waterlines along Lone Star Bend and Mia Lago Drive upon the Development's complete build out. All waterlines will be dedicated to the City upon construction completion. The connections will need to be placed in public utility easements located along the public right-of-way or placed within the public right-of-way interior to the Development. Dunhill is responsible for all costs associated with easement acquisition and recordation.

4. Dunhill understands they must submit written confirmation from the neighboring CCN that the Subject Tract is either not in or has been removed from the neighboring CCN.

5. Sewer service is proposed by onsite sewer facility (septic) on a per lot basis. It is important to note that individual onsite sewer facilities will require a variance application and approval through the City Council. Dunhill understands that prior to the approval of a variance, Dunhill must have prepared and approved by Montgomery County a septic feasibility report including an overall land plan showing building pads and septic spray fields on each lot. If Dunhill is granted a variance for individual onsite sewer facilities, future property owners or an HOA of the Subtract Tract cannot request a future connection to the City's sewer system.

6. Dunhill understands that water impact fees will be assessed and due in full at the time of approval of the final plat(s) for the Subject Development.

7. Dunhill is responsible for providing engineering plans and specifications for the drainage and detention system interior to the Development to the City Engineer prior to the commencement of construction, and to obtain all required development approvals and permits. Upon completion of the Development, the onsite storm sewer system will be designated public and accepted by the City. Dunhill will be responsible for the construction and maintenance of any detention ponds. All drainage and detention improvements must be designed per the City's Code of Ordinances and in compliance with the City's floodplain regulations and applicable Montgomery County Drainage Criteria Manual Standards. Dunhill is required to perform and submit a drainage study to the City for review and approval prior to approval of the Development's construction plans.

COMMUNICATION BETWEEN PARTIES

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

AMENDMENTS

This MOU may be amended or extended upon written approval by both original Parties.

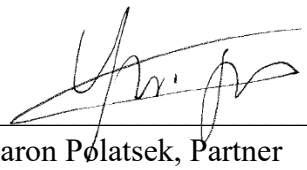
SIGNATURES

City of Montgomery

_____ _____

Sara Countryman, Mayor Date

Dunhill Builders, LLC



_____ 06.10.25

Aaron Pølatsek, Partner Date

L:\SHARED\L2 ENGINEERING PROJECTS\ENGINEERING PROJECTS\11000-ESTATES OF MIA LAGO EXPANSION\03 CAD\DESIGN SET\04 OVERALL SITE PLAN.DWG Oct. 9, 2024-7:55 AM CHRIS HURTADO

BOIS D'ARC BEND ESTATES SECTION ONE CAB. S, SHEET 37 M.R. M.C.T.

N87°07'00"E 3021.28'

LOT 2 | LOT 3 | LOT 4 | LOT 5 | LOT 7 | LOT 8 | LOT 9 | LOT 10 | LOT 11

20' DE | 30' DE | 45' DE | 16' UE | 25' BL

1-2" BOV
1-8" PLUG & CLAMP

1-8"X8" TEE
2-8" GV

1-8" GV | 1-FH | PROP 8" WL

MATCH LINE (SEE BELOW)

N25°02'38"W 713.49'

N52°29'21"W 79.82'

N16°31'30"W 364.65'

(2)-PROP 24" RCP | (3)-PROP 24" RCP

PROP 30" RCP

PROP STM SLOPED HEADWALL #2

PROP 42" RCP

PROP STM MH #2

PROP 36" RCP

PROP STM MH #1

PROP STM SLOPED HEADWALL #1

(2)-PROP 30" RCP

PROP STM SLOPED HEADWALL #7

PROP STM SLOPED HEADWALL #3

PROP 100 YR FP

60' R.O.W.

32' HMAC

RESERVE "B"

S2°17'14"E 839.43'

CALLED 72.34 ACRES SHONAZ, LLC C.F.N. 2020070131 O.P.R. M.C.T.

CALLED 73.71 ACRES DUNHILL BUILDERS, LLC C.F.N. 2024018462 O.P.R. M.C.T.

STEWART CREEK

500 YEAR FLOOD PLAIN

100 YEAR FLOOD PLAIN

EX 36" RCP 234.17 (N) 234.09 (S)

EX RIP-RAP

EX CONC SWALE

FINAL PLAT ESTATES OF MIA LAGO SECTION ONE CAB. Z, SHEET 1130 M.R. M.C.T.

EX CONC SIDEWALK & WROUGHT IRON FENCE

EX CONC EMERGENCY SPILLWAY & WALKING BRIDGE

RESTRICTED RESERVE "A" MONTGOMERY I.S.D. NEW ELEMENTARY NO. CAB. V, SHEET 190 M.R. M.C.T.

STEWART CREEK FARMS REPLAT CAB. Z, SHEET 1 M.R. M.C.T.

LOT 15 | LOT 16 | LOT 14

PROP DITCH | STREET A | SSMH 255.42 | SSMH 254.39 | SSMH 254.09 | 108.56'

MATCH LINE (SEE ABOVE)

0 100' 200'

L SQUARED ENGINEERING
MUNICIPAL COMMERCIAL RESIDENTIAL
WWW.L2ENGINEERING.COM
FIRM REGISTRATION NUMBER 12329
3307 W. DAVIS STREET #100
CONROE, TEXAS 77304
OFFICE: 936-647-0420

CLIENT INFORMATION
DUNHILL BUILDERS
GREG KATT
4801 WOODWAY DR. SUITE 425
HOUSTON, TX 77056

PROJECT ADDRESS
LONE STAR BEND
MONTGOMERY, TX

ESTATES OF MIA LAGO EXPANSION
PRIVATE IMPROVEMENTS
OVERALL SITE PLAN

DRAWING ISSUE

#	DATE	BY	* COMMENT
0	10/9/24	JMP	FOR REVIEW ONLY 50%

DRAWING INFORMATION

PROJECT	11000	TDLR	**
DRAWN	CAH	CHECKED B Y	JTW
SCALE	1" = 100' (24x36) 1" = 200' (11x17)	SHEET	04

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF:

JONATHAN WHITE, PE #127058

FOR REVIEW PURPOSES ONLY
NOT FOR CONSTRUCTION

10/9/2024

*PLANS NOT RELEASED FOR CONSTRUCTION UNLESS INDICATED ABOVE

Montgomery City Council
AGENDA REPORT

Meeting Date: 06/24/2025	**Budgeted Amount:** NONE
Department: Administration	**Prepared By: WGA**

Subject

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

Recommendation

WGA and Staff recommend that the Council authorize the City Engineer to begin design on the Project.

Discussion

The Lawson and Simonton Waterline Loop Proposal Package Client Memo is attached.

The scope of the proposal includes SPT Montgomery (the "Developer") to extend an 8" waterline extension that will create a waterline loop to serve the proposed Superior Properties development. As a reminder, this project will be funded by Superior Properties.

Approved By

City Staff	Ruby Beaven	Date: 6/16/2025

Lawson and Simonton Waterline Loop

City of Montgomery

WGA Proposal No. P2025-026

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 LLC and the City of Montgomery (the "City").

PROJECT UNDERSTANDING

WGA understands SPT Montgomery (the "Developer") is required to extend the existing waterline from Simonton St. and upsize the existing waterline along Lawson creating a waterline loop to serve the proposed development.

SCOPE OF SERVICES

Per our understanding of the requirements of the service we have developed the following scope of work:

1) Preliminary and Design Phase Services:

a) WGA will create preliminary site layout and coordinate with the City for approval. This phase will include internal/ external project kickoff meetings and the establishment of the design and schedule.
b) WGA will develop drawings and specifications for the successful construction of the waterline loop from Simonton St. to Lawson St.
c) Design changes initiated by the Client after the design is complete may result in a request for additional authorization.
d) Obtain approvals from TCEQ and TxDOT.

2) Bid Phase

a) Coordinate advertising for bids, hold a pre-bid conference, answer questions from bidders, hold a bid opening, prepare bid tabulation, and prepare recommendation of award.

3) Construction Administration

a) Prepare construction contracts and coordinate execution of the same.
b) Issue notice to proceed and hold pre-construction meeting.
c) Review of construction submittals and RFIs.
d) Preparation of pay estimates, change orders, and other associated construction documents.
e) General oversight and coordination of construction contracts.

4) **Field Project Representation**
   a) Onsite inspection by a Field Project Representative for approximately 4 hours per week (including travel time) during active construction for the duration of the projected contract period of performance (45 calendar days).
   b) Onsite inspection by the project team throughout the duration to attend periodic site visits, final walkthrough inspections, etc.

5) **Construction Materials Testing**
   a) Includes reimbursable expenses of construction materials testing incurred during the construction of the proposed waterline.

6) **Reimbursable Expenses**
   a) Includes surveying, potholing, construction staking, construction materials testing, advertising expenses, and other reimbursable expenses.

ASSUMPTIONS AND EXCLUSIONS

- The land plan provided by the Developer is what WGA will be basing their design on.
- Any updates to the scope of work will result in a delay in completion of the design and construction of the waterline.
- Construction services over 20% of original contract period of performance and will be billed hourly.
- Survey is not included in and will be paid directly by the Developer including topo survey, metes and bounds, and any existing features including easements, utilities, or any other pertinent information needed to complete the project.
- Does not include design of the " Lone Star Parkway Waterline" to serve the multi-family tract.

ANTICIPATED SCHEDULE

Client Authorization	1	Calendar Days
Preliminary & Design Services	90	Calendar Days
Bid Phase	30	Calendar Days
Contracts	21	Calendar Days
Construction	45	Calendar Days
	186	Calendar Days
Delays outside Engineers control are not included and could impact estimated schedule for the project including the required deposits to be made by the Developer to find each phase of the project.		

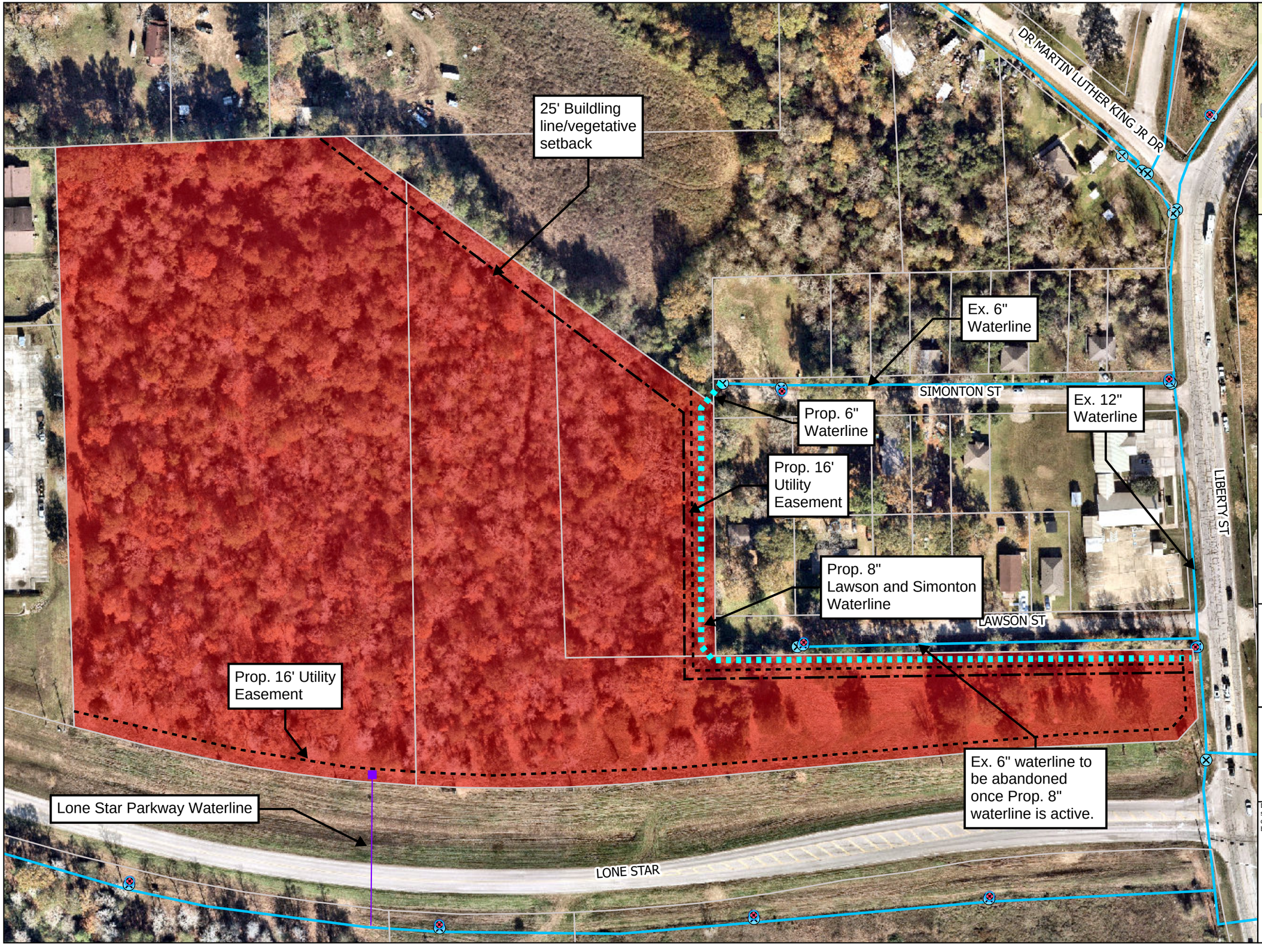
ENGINEERING COST

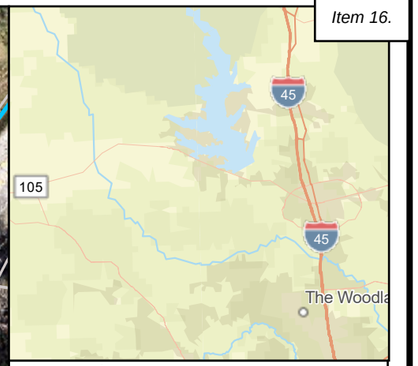
COMPENSATION SUMMARY		
The Services set forth in the Proposal will be compensated on the following basis:		
Phase Name	**Fee Type**	**Standard Fee**
Preliminary & Design Services	LS	$29,000
Bid Phase	LS	$6,000
Construction Administration	TM	$16,000
Field Project Representation	TM	$10,000
Construction Materials Testing	TM	$11,000
Expenses & Fees	TM	$1,000
Total Proposed Engineering Fees		**$73,000**

Regards,

Chris Roznovsky, PE
Partner/Practice Leader

6/18/2025
Date





Legend

- City Limits
- City Limits
- Extraterritorial Jurisdictions
- Tax Parcels

0 0.02 0.04

mi

Exhibit C: Public Waterline Extension

CITY OF MONTGOMERY TEXAS EST 1837 BIRTHPLACE OF THE TEXAS FLAG

Disclaimer: This product is offered for graphical purposes only and may not be suitable for legal, engineering, or surveying purposes. The information shown on this exhibit represents the approximate location of property, municipal boundaries or facilities.

WGA

Preliminary Cost Estimate

Lawson and Simonton Public Waterline Loop

Superior Properties

6/11/2025

Item No.	Description	Quantity	Unit	Unit Price	Cost
General					
1	Mobilization, Bonds, and Insurance	1	LS	$ 10,000	$ 10,000
2	Construction Staking	1	LS	2,500	2,500
3	Trench Safety System	930	LF	1	900
4	SWPPP	1	LS	4,000	4,000
5	Traffic Control Plan	1	LS	4,000	4,000
5	Clearing and Grubbing	1	LS	5,000	5,000
6	Site Restoration	1	LS	5,000	5,000
Water					
7	8-Inch C900 PVC Waterline (Open Cut Construction)	930	LF	60	55,800
8	6-Inch C900 PVC Waterline (Open Cut Construction)	30	LF	50	1,500
9	8-Inch Gate Valve	2	EA	4,000	9,300
10	6-Inch Wet Connect & Removal of Plug and Clamp	1	EA	2,000	2,000
11	8-Inch TS&V	1	EA	6,000	6,000
12	Abandon Ex. 6" Waterline (Cut,Plug, and Abandon)	1	LS	5,000	5,000
13	Fire Hydrant	3	EA	8,000	24,000
14	Meter Reconnect	5	EA	$ 1,000	$ 5,000

Construction Subtotal	**$**	**140,000**
Contingencies (15%)	$	21,000
Engineering - Preliminary, Design, and Bidding	$	35,000
Construction Administration and Inspection	$	26,000
Expenses and Fees	$	1,000
Construction Materials Testing	$	11,000
Total	**$**	**234,000**

Notes:

1 All values rounded up to the nearest thousand.

2 This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.

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

Montgomery City Council
AGENDA REPORT

Meeting Date: 06/24/2025	**Budgeted Amount:** None
Department: Administration	**Prepared By: WGA**

Subject

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

Recommendation

WGA and Staff recommend that Council approve the Change Order No.2 to upsize the well motor and pump at Water Plant No. 2.

Discussion

The Change Order and supporting documents are attached.

Following the results of the pump testing, it is recommended to increase the size of the well motor to maximize the pumping capability of the well. The original motor size includes a 60 HP motor, which will be upgraded to a 75 HP motor to achieve the desired output. Approval of the change order will result in a $28,500.00 increase in the final contract amount to $2,563,450.00. The Change Order also includes 14 days added to the original contracted amount. As a result, the plant is now scheduled for substantial completion in August of this year.

Approved By

City Staff	Ruby Beaven	Date: 06/18/2025

June 19, 2025

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

Re: Construction of Water Plant No. 2 Improvements
Public Water System No. 1700022
City of Montgomery

Dear Mayor and Council:

We received and recommend approval of Change Order No. 2 to the Water Plant No. 2 Improvements contract. This change order includes upsizing the size of the well motor from the original 60 HP motor to a 75 HP motor to maximize the pumping capability of the well. Approval of the change order will result in a $28,500.00 increase in the final contract amount to $2,563,450.00. As a reminder, the original contract amount was $2,534,950.00.

The Change Order also includes 14 days added to the original contracted amount. This is to accommodate for the additional time to review the new recommendations and the time to place the new order for the motor. As a result, the plant is now scheduled for substantial completion in August of this year.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Chris Roznovsky, PE
Engineer for the City

CVR/zlgt
Z:\00574 (City of Montgomery)_900 General Consultation\Correspondence\Letters\2025\2025.06.17 MEMO to Council WP 2 Improvements Change Order & Acceptance.docx
Enclosures: Change Order No. 2 – Water Plant No. 2 Improvements
Cc (via email): Ms. Corinne Tilley – City of Montgomery, Planning & Development Administrator & Code Enforcement Officer
Mr. Brent Walker – City of Montgomery, City Administrator
Ms. Ruby Beaven – City of Montgomery, City Secretary
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney

WGA

CHANGE ORDER NO. 2

Date: June 18, 2025
Project: Water Plant No. 2 Improvements
Engineer: Ward, Getz & Associates, LLC
Project No.: 00574-016-00
Owner: City of Montgomery
Contractor: Schier Construction Company, Inc.

CHANGE ORDER DETAILS

You are directed to make the following changes in the Contract Documents:

Item No.	Description	Unit	Quantity	Previous Unit Cost	Revised Unit Cost	Previous Amount	Revised Amount	Net Change
12	Additional cost to increase the well motor size from 60hp to 75hp.	LS	1.00	$0.00	$28,500.00	$0.00	$28,500.00	$28,500.00
							NET INCREASE IN CONTRACT PRICE	$28,500.00

Description: Well motor/pump to be upsized from 60hp to 75hp.

Reason: Based on well performance test data, the well motor/pump will be upsized to maximize efficiency and output of the well.

CHANGE ORDER REASON AND DESCRIPTION

CHANGE IN CONTRACT PRICE

Original Contract Price
$ 2,990,950.00

Net (Decrease) from previous Change Orders
$ (456,000.00) Percent Change from Original Contract: -15.25%

Contract Price prior to this Change Order
$ 2,534,950.00

Net increase of this Change Order
$ 28,500.00 Percent Change from Previous Contract Price: 1.12%

Contract Price with all approved Change Orders
$ 2,563,450.00 Percent Change from Original Contract Price: -14.29%

CHANGE IN CONTRACT TIMES

Original Contract Times
Substantial Completion: 300 Calendar Days
Final Completion: 60 Calendar Days
Total Completion: 360 Calendar Days

Net Change from previous Change Orders
Substantial Completion: 300 Calendar Days
Final Completion: 60 Calendar Days
Total Completion: 360 Calendar Days

Contract Times Prior to this Change Order
Substantial Completion: 300 Calendar Days
Final Completion: 60 Calendar Days
Total Completion: 360 Calendar Days

Net Increase (Decrease) of this Change Order
Substantial Completion: 14 Calendar Days
Final Completion: 0 Calendar Days
Total Completion: 314 Calendar Days

Contract Time with all approved Change Orders
Substantial Completion: 314 Calendar Days
Final Completion: 60 Calendar Days
Total Completion: 374 Calendar Days

CERTIFICATION AND APPROVAL OF CHANGE ORDER NO. 2

The undersigned certify that work and cost proposed by this Change Order is in accordance with the Contract's Specifications terms and conditions, is fair and just and is now part of the Contract.

CONTRACTOR: James F. Schier — Date: 6/19/25
Schier Construction Company, Inc.

ENGINEER: — Date: 6-18-2025
Ward, Getz & Associates LLC

OWNER: — Date:
City of Montgomery

Z:\00574 (City of Montgomery)\016 Water Plant No. 2 Improvements\4.0 CONSTRUCTION\4.06 Pay Estimates & Change Orders\Change Orders\CO2\00574-016-00 Change Order No. 2.xlsx

Montgomery City Council
AGENDA REPORT

Meeting Date: 06/24/2025	**Budgeted Amount:** NONE
Department: Administration	**Prepared By: WGA**

Subject

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

Recommendation

WGA and Staff recommend that City Council accept the public infrastructure and enter the One-Year Warranty as of June 24, 2025, and authorize the City Administrator to sign the Certificate of Acceptance.

Discussion

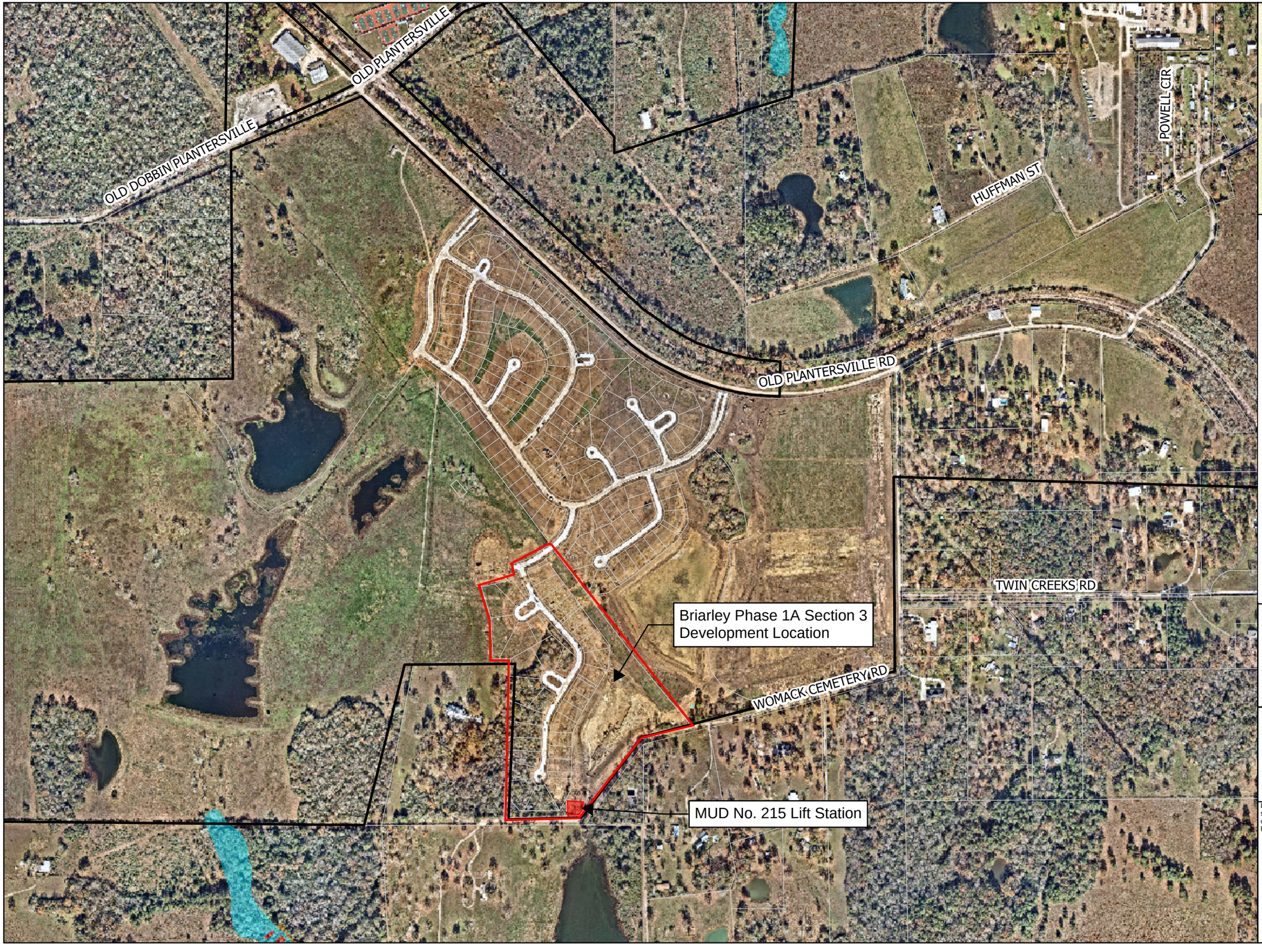
The Engineer's memo and supporting documents are attached.

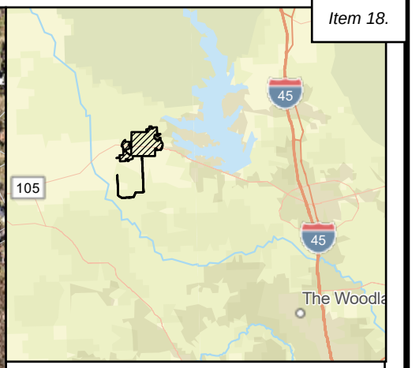
WGA recommends approval of the Certificate of Acceptance, Certificate of Substantial Completion, and entering into the 1- year warranty period as of 06/24/2025.

As a reminder, the project was completed by JDS Old Plantersville Road, LLC as part of their Briarley Development.

Approved By

City Staff	Ruby Beaven	Date: 06/19/2025





Legend

- City Limits
- ETJ

Tract Boundaries

- Briarley Phase 1A Section 1
- MUD No. 215 Lift Station Site

MUD No. 215 Lift Station Location

CITY OF MONTGOMERY TEXAS EST 1837 BIRTHPLACE OF THE TEXAS FLAG

Disclaimer: This product is offered for graphical purposes only and may not be suitable for legal, engineering, or surveying purposes. The information shown on this exhibit represents the approximate location of property, municipal boundaries or facilities.

WGA

Montgomery City Council
AGENDA REPORT

Meeting Date: 06/24/2025	**Budgeted Amount:** NONE
Department: Administration	**Prepared By: WGA**

Subject

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

Recommendation

WGA and Staff recommend that City Council accept the public infrastructure and enter the One-Year Warranty as of June 24, 2025, and authorize the City Administrator to sign the Certificate of Acceptance.

Discussion

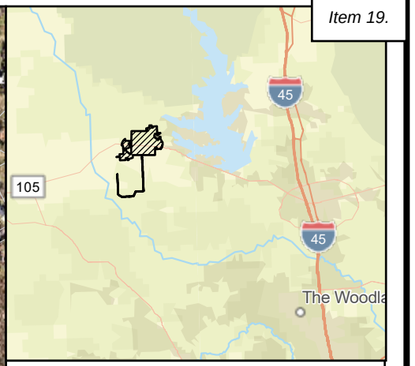
The Engineer's memo and supporting documents are attached.

WGA recommends approval of the Certificate of Acceptance, Certificate of Substantial Completion, and entering into the 1- year warranty period as of 06/24/2025.

As a reminder, the project was completed by JDS Old Plantersville Road, LLC as part of their Briarley Development.

Approved By

City Staff	Ruby Beaven	Date: 06/18/2025



Legend

- City Limits
- ETJ

Tract Boundaries

- Briarley Phase 1A Section 1

Briarley Phase 1A Section 1 Development Location

CITY OF MONTGOMERY
TEXAS EST 1837
BIRTHPLACE OF THE TEXAS FLAG

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WGA

Montgomery City Council
AGENDA REPORT

Meeting Date: 06/24/2025	**Budgeted Amount:** NONE
Department: Administration	**Prepared By: WGA**

Subject

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

Recommendation

WGA and Staff recommend that City Council accept the public infrastructure and enter the One-Year Warranty as of June 24, 2025, and authorize the City Administrator to sign the Certificate of Acceptance.

Discussion

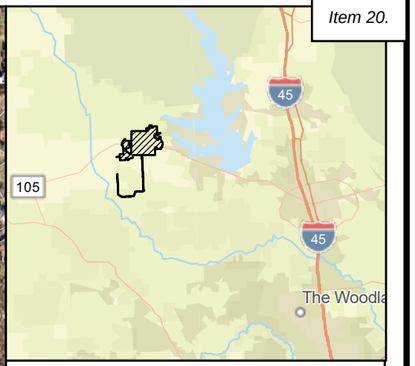
The Engineer's memo and supporting documents are attached.

WGA recommends approval of the Certificate of Acceptance, Certificate of Substantial Completion, and entering into the 1- year warranty period as of 06/24/2025.

As a reminder, the project was completed by JDS Old Plantersville Road, LLC as part of their Briarley Development.

Approved By

City Staff	Ruby Beaven	Date: 06/18/2025



Legend

- City Limits
- ETJ

Tract Boundaries

- Briarley Phase 1A Section 1

Briarley Phase 1A
Section 2
Development Location

CITY OF
MONTGOMERY
TEXAS EST 1837
BIRTHPLACE OF THE TEXAS FLAG

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WGA

Montgomery City Council
AGENDA REPORT

Meeting Date: 06/24/2025	**Budgeted Amount:** NONE
Department: Administration	**Prepared By: WGA**

Subject

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

Recommendation

WGA and Staff recommend that City Council accept the public infrastructure and enter the One-Year Warranty as of June 24, 2025, and authorize the City Administrator to sign the Certificate of Acceptance.

Discussion

The Engineer's memo and supporting documents are attached.

WGA recommends approval of the Certificate of Acceptance, Certificate of Substantial Completion, and entering into the 1- year warranty period as of 06/24/2025.

As a reminder, the project was completed by JDS Old Plantersville Road, LLC as part of their Briarley Development.

Approved By

City Staff	Ruby Beaven	Date: 06/18/2025

OLD DOBBIN PLANTERSVILLE

OLD PLANTERSVILLE

OLD PLANTERSVILLE RD

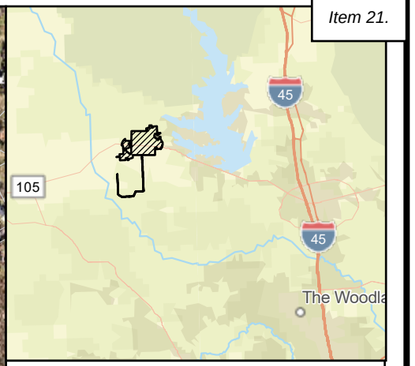
HUFFMAN ST

POWELL CIR

TWIN CREEKS RD

WOMACK CEMETERY RD

Briarley Phase 1A Section 3
Development Location



Legend

- City Limits
- ETJ

Tract Boundaries

- Briarley Phase 1A Section 1

Briarley Phase 1A Section 3 Development Location

CITY OF MONTGOMERY
TEXAS EST 1837
BIRTHPLACE OF THE TEXAS FLAG

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WGA

Montgomery City Council
AGENDA REPORT

Meeting Date: June 24, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By: Ruby Beaven**

Subject

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

Recommendation

Staff recommend City Council nominate one person to represent the cities in the county on the Montgomery County Emergency Communication District.

Discussion

The Montgomery County Emergency Communication District (MCECD) Board of Managers has one city representative two-year term coming to term on September 30, 2025 for Paul Virgadamo.

The City of Montgomery has the opportunity to nominate to re-elect Paul Virgadamo or to recommend a new representative.

The nomination deadline is Friday, July 18, 2025. Once the nomination period closes, the city will receive a ballot for casting the city's vote.

Approved By

City Administrator	Brent Walker	Date: 06/19/2025

May 29, 2025

City of Montgomery, TX
Mayor Sara Countryman

CC: Ruby Beaven

The term for one of the two city representatives on the Montgomery County Emergency Communication District (MCECD) Board of Managers will expire soon. The cities are currently represented by Paul Virgadamo and Kathie Reyer. Mr. Virgadamo's term will end on September 30, 2025.

The cities may now begin the process to elect one representative for the two-year term which begins October 1, 2025. All appointments are governed by Texas Health and Safety Code, Section 772.306 (c). The statute does not specify any requirements for members of the Board of Managers. Mr. Virgadamo may be re-elected or a new representative can be chosen.

At this time, MCECD is accepting nominations from cities. This is step one in a two-step process. Once all cities have had an opportunity to submit a nomination, a ballot with all the nominees will be provided for casting your city's vote.

Enclosed is a nomination form for the MCECD Board of Managers. Your city may name one person to represent the cities in the county. The representative will serve a two-year term beginning October 1, 2025.

MCECD administers and manages the 9-1-1 network for all of Montgomery County. It is governed by a five member Board of Managers appointed for staggered terms of two (2) years. Besides the two city representatives, two are appointed by the County Commissioners Court, and the remaining member is appointed by the county fire chiefs. (All appointments are governed by Texas Health and Safety Code, Section 772.306 (c).) The board currently consists of the following persons:

- Elected by the cities: Paul Virgadamo and Kathie Reyer
- Appointed by the Commissioners Court: Bobby Powell and Ryan Gable
- Appointed by the fire departments: Doug Adams

Please complete and return the enclosed nomination form as soon as possible but no later than Friday, July 18, 2025.

If you should have any questions, please call me at (936) 523-5915. Thank you for your consideration in this matter.

Sincerely,

Chip VanSteenberg
Executive Director

Montgomery County Emergency Communication District
2257 N Loop 336 W #140144
Conroe, Texas 77304
(936) 523-5912 Fax: (936) 539-9111

Cities of Montgomery County
9-1-1 Board of Managers Appointment
To serve the two-year term
October 1, 2025 – September 30, 2027

NOMINATION FORM

Nominee: _____

Name: _____

City of _____

By: _____

Date: _____

Printed Name: _____

Signature: _____

Please complete and fax to (936) 539-9111, no later than close of business on Friday, July 11, 2025, or email to abarocio@mc911.org.

Montgomery City Council
AGENDA REPORT

Meeting Date: June 24, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By: Ruby Beaven**

Subject

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

Recommendation

Staff recommend approval of the Resolution amending Section 3.02 of the Policies and Procedure Manual, as presented.

Discussion

The City of Montgomery Policies and Procedures Manual sets forth policies and procedures for the employees of the City. It is the desire from staff to maintain the most up-to-date information in the City of Montgomery Policies and Procedures Manual. Staff is requesting to institute an update to the City of Montgomery Policies and Procedures Manual for its employees.

Currently, the City allows for 40 hours of compensatory time accrual. The update to this policy is to increase the allowable accrual up to 80 hours.

Approved By

City Administrator	Brent Walker	Date: 06/19/2025

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY OF MONTGOMERY, TEXAS, APPROVING AN AMENDMENT TO THE CITY OF MONTGOMERY POLICIES AND PROCEDURES MANUAL, SECTION III. COMPENSATION, REFERENCE NUMBER 3.02, SUBJECT: COMPENSATORY TIME AS ATTACHED AS EXHIBIT A; AND FURTHER PROVIDING FOR EFFECTIVE DATE, SEVERABILITY, AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS ADOPTED WAS OPEN TO THE PUBLIC, THAT THE PUBLIC NOTICE OF TIME, PLACE, AND THE SUBJECT MATTER OF THE PUBLIC BUSINESS TO BE CONSIDERED WAS POSTED AS REQUIRED BY LAW.

WHEREAS, the City of Montgomery Policies and Procedures Manual sets forth policies and procedures for the employees of the City; and

WHEREAS, the City desires to maintain the most up-to-date information in the City of Montgomery Policies and Procedures Manual; and

WHEREAS, the City wishes to institute an update to the City of Montgomery Policies and Procedures Manual for its employees; and

WHEREAS, the City has determined that it is in the best interest of the City of Montgomery employees that the City amend the City of Montgomery Policies and Procedures Manual.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Montgomery, Texas, that:

Section 1: Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2: Policies and Procedures Manual Amendment. The City of Montgomery Policies and Procedures Manual is hereby amended as provided and set forth in **Exhibit A** attached hereto and incorporated herein for all purposes.

Section 3: Effective Date. This Resolution shall be effective from and after the date of approval by the City Council.

Section 4: Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable and, if any phrase, sentence, paragraph or section of this Resolution should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution, since the same

would have been enacted by the City Council without the incorporation in this Resolution of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Resolution shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision, and to this end the provisions of this Resolution are declared to be severable.

Section 5. Open Meetings: The City Council of the City of Montgomery hereby finds and determines and hereby declares that the meeting at which this Resolution is adopted was open to the public, that the public notice of time, place, and the subject matter of the public business to be considered was posted as required by law.

PASSED AND APPROVED this **24th** day of **June**, **2025** by the City Council of the City of Montgomery, Texas.

CITY OF MONTGOMERY, TEXAS

_____

Sara Countryman, Mayor

ATTEST:

_____

Ruby Beaven, City Secretary

Exhibit A

III. COMPENSATION		Reference Number	3.02
SUBJECT	Compensatory Time	**Last Revised**	~~**Feb. 26, 2008**~~ **June 24, 2025**

STATEMENT OF POLICY:

Compensatory time is time off earned by an eligible Employee in lieu of overtime pay and earned at the rate of one and one-half hours for each hour of overtime.

In accordance with the Fair Labor Standards Act (FLSA), all Regular Full and Part-Time Non-Exempt Employees, who are in a Department that has elected to allow the accrual of compensatory time, are eligible to accrue and use it in accordance with this policy.

Seasonal and Temporary Employees are not eligible to accrue compensatory time. These Employees will be paid for any compensatory time earned at the overtime rate in the paycheck for the pay period in which overtime occurs.

Exempt Employees are exempt from the overtime provisions and reporting requirements of the FLSA. Exempt Employees do not earn compensatory time. However, Exempt Employees are not subject to deductions in their pay for absences of less than one day. Supervisors of Exempt positions will determine occasional discretionary time off, based on the workload, for hours worked in excess of 40 hours per week.

Department Directors retain the authority to establish work schedules for Exempt Employees and to discipline those who do not conform to the schedules.

Compensatory time accrues for eligible Non-Exempt Employees at a rate of one and one-half hours for every hour worked in excess of the standard 40-hour workweek. The maximum accrual rate for Non-Exempt Employees is ~~40~~ 80 hours. A Non-Exempt Employee who has ~~40~~ 80 hours of compensatory time accrued will thereafter be paid overtime pay for any time worked in excess of forty hours in a workweek.

Each supervisor has the authority to allow the use of compensatory time in his/her respective division or Department.

Upon termination of employment or promotion to an Exempt level position, an Employee will be paid for accrued compensatory time at their last hourly rate.

Police Officers may accrue a maximum of 120 hours of compensatory time. Any time earned beyond the maximum hours must be paid as overtime.

Compensatory time cannot be used or granted prior to being earned.

Montgomery City Council
AGENDA REPORT

Meeting Date: June 24, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By: Ruby Beaven**

Subject

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

Recommendation

Staff recommend approval of the Resolution amending Section 5.04 of the Policies and Procedure Manual, as presented.

Discussion

The City of Montgomery Policies and Procedures Manual sets forth policies and procedures for the employees of the City. It is the desire from staff to maintain the most up-to-date information in the City of Montgomery Policies and Procedures Manual. Staff is requesting to institute an update to the City of Montgomery Policies and Procedures Manual for its employees.

Currently, the city observes paid City holidays for Regular Full-Time Employees. The update to this policy is to observe New Year's Even and Juneteenth and paid City holidays.

Approved By

City Administrator	Brent Walker	Date: 06/19/2025

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY OF MONTGOMERY, TEXAS, APPROVING AN AMENDMENT TO THE CITY OF MONTGOMERY POLICIES AND PROCEDURES MANUAL, SECTION V. ATTENDANCE, LEAVES, AND ABSENCE, REFERENCE NUMBER 5.04, SUBJECT: HOLIDAYS AS ATTACHED AS EXHIBIT A; AND FURTHER PROVIDING FOR EFFECTIVE DATE, SEVERABILITY, AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS ADOPTED WAS OPEN TO THE PUBLIC, THAT THE PUBLIC NOTICE OF TIME, PLACE, AND THE SUBJECT MATTER OF THE PUBLIC BUSINESS TO BE CONSIDERED WAS POSTED AS REQUIRED BY LAW.

WHEREAS, the City of Montgomery Policies and Procedures Manual sets forth policies and procedures for the employees of the City; and

WHEREAS, the City desires to maintain the most up-to-date information in the City of Montgomery Policies and Procedures Manual; and

WHEREAS, the City wishes to institute an update to the City of Montgomery Policies and Procedures Manual for its employees; and

WHEREAS, the City has determined that it is in the best interest of the City of Montgomery employees that the City amend the City of Montgomery Policies and Procedures Manual.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Montgomery, Texas, that:

Section 1: Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2: Policies and Procedures Manual Amendment. The City of Montgomery Policies and Procedures Manual is hereby amended as provided and set forth in **Exhibit A** attached hereto and incorporated herein for all purposes.

Section 3: Effective Date. This Resolution shall be effective from and after the date of approval by the City Council.

Section 4: Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable and, if any phrase, sentence, paragraph or section of this Resolution should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution, since the same

would have been enacted by the City Council without the incorporation in this Resolution of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Resolution shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision, and to this end the provisions of this Resolution are declared to be severable.

Section 5. Open Meetings: The City Council of the City of Montgomery hereby finds and determines and hereby declares that the meeting at which this Resolution is adopted was open to the public, that the public notice of time, place, and the subject matter of the public business to be considered was posted as required by law.

PASSED AND APPROVED this **24th** day of **June**, **2025** by the City Council of the City of Montgomery, Texas.

CITY OF MONTGOMERY, TEXAS

_____

Sara Countryman, Mayor

ATTEST:

_____

Ruby Beaven, City Secretary

Exhibit A

V. ATTENDANCE, LEAVES, AND ABSENCE		Reference Number	5.04
SUBJECT	Holidays	**Last Revised**	~~**Feb. 26, 2008**~~ **June 24, 2025**

STATEMENT OF POLICY:

The following days will be observed as paid City holidays for all Regular Full-Time Employees:

New Year's Eve	New Year's Day	Martin Luther King, Jr. Day
Presidents Day	Good Friday	Memorial Day
Juneteenth Day	Independence Day	Labor Day
Veterans Day	Thanksgiving Day	Friday after Thanksgiving
Christmas Eve	Christmas Day	

If an official City holiday occurs on a Saturday, it will be observed on the Friday before. If an official City holiday occurs on a Sunday, it will be observed on the Monday after.

To be eligible for holiday pay, the Employee must work the scheduled day preceding and following the holiday, unless the Department Director approved an excused absence, and this includes approved vacation leave. Employees scheduled to work on a holiday, and who fail to work as scheduled, without an excused absence, will not be eligible for holiday pay. An Employee required to work on a holiday will receive either one and one-half times the applicable rate of pay, or 8 hours of vacation time. An Employee will not be eligible to receive holiday pay when on a leave of absence. A Regular Part-Time or Temporary Full or Part-Time Employee will not be paid for official City holidays, but may be given the day off.

Annually, an official City calendar will announce the holiday schedule for the respective year. For information concerning specific holiday dates that apply for the current year, consult your Supervisor.

A Department Director may grant use of accrued leave, except for sick leave, to an Employee who wishes to observe a national or religious holiday not officially observed by the City. If no accrual leave is available, an Employee may be granted authorized leave without pay. Such leave must be requested at least 2 weeks before the requested holiday.

Montgomery City Council
AGENDA REPORT

Meeting Date: June 24, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By: Ruby Beaven**

Subject

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

Recommendation

Staff recommend approval of the Resolution amending Section 5.05 of the Policies and Procedure Manual, as presented.

Discussion

The City of Montgomery Policies and Procedures Manual sets forth policies and procedures for the employees of the City. It is the desire from staff to maintain the most up-to-date information in the City of Montgomery Policies and Procedures Manual. Staff is requesting to institute an update to the City of Montgomery Policies and Procedures Manual for its employees.

The current vacation policy for hour accumulation is structured on a monthly basis rather than being aligned with the payroll system's 26 pay periods, which may lead to discrepancies in accrual calculations. This approach simplifies tracking by calendar month and results in inconsistencies when pay periods do not perfectly align with calendar months. To ensure accuracy, it is recommended and beneficial to align the accrual policy with the pay periods.

The current policy limits city employees' vacation accruals with a maximum cap, preventing further accumulation once reached, which has led to employee dissatisfaction. The revised policy will eliminate this maximum accrual threshold, allowing employees to continue accruing vacation time, while establishing a cap on the maximum payout amount for accrued vacation upon employment separation, thereby addressing concerns and providing clearer limits on payout potential.

Approved By

City Administrator	Brent Walker	Date: 06/19/2025

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY OF MONTGOMERY, TEXAS, APPROVING AN AMENDMENT TO THE CITY OF MONTGOMERY POLICIES AND PROCEDURES MANUAL, SECTION V. ATTENDANCE, LEAVES, AND ABSENCE, REFERENCE NUMBER 5.05, SUBJECT: VACATION LEAVE AS ATTACHED AS EXHIBIT A; AND FURTHER PROVIDING FOR EFFECTIVE DATE, SEVERABILITY, AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS ADOPTED WAS OPEN TO THE PUBLIC, THAT THE PUBLIC NOTICE OF TIME, PLACE, AND THE SUBJECT MATTER OF THE PUBLIC BUSINESS TO BE CONSIDERED WAS POSTED AS REQUIRED BY LAW.

WHEREAS, the City of Montgomery Policies and Procedures Manual sets forth policies and procedures for the employees of the City; and

WHEREAS, the City desires to maintain the most up-to-date information in the City of Montgomery Policies and Procedures Manual; and

WHEREAS, the City wishes to institute an update to the City of Montgomery Policies and Procedures Manual for its employees; and

WHEREAS, the City has determined that it is in the best interest of the City of Montgomery employees that the City amend the City of Montgomery Policies and Procedures Manual.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Montgomery, Texas, that:

Section 1: Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2: Policies and Procedures Manual Amendment. The City of Montgomery Policies and Procedures Manual is hereby amended as provided and set forth in **Exhibit A** attached hereto and incorporated herein for all purposes.

Section 3: Effective Date. This Resolution shall be effective from and after the date of approval by the City Council.

Section 4: Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable and, if any phrase, sentence, paragraph or section of this Resolution should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution, since the same

would have been enacted by the City Council without the incorporation in this Resolution of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Resolution shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision, and to this end the provisions of this Resolution are declared to be severable.

Section 5. Open Meetings: The City Council of the City of Montgomery hereby finds and determines and hereby declares that the meeting at which this Resolution is adopted was open to the public, that the public notice of time, place, and the subject matter of the public business to be considered was posted as required by law.

PASSED AND APPROVED this **24th** day of **June**, **2025** by the City Council of the City of Montgomery, Texas.

CITY OF MONTGOMERY, TEXAS

_____

Sara Countryman, Mayor

ATTEST:

_____

Ruby Beaven, City Secretary

Exhibit A

V. ATTENDANCE, LEAVES, AND ABSENCE		Reference Number	5.05
SUBJECT	Vacation Leave	**Last Revised**	**Aug. 30, 2012**

STATEMENT OF POLICY:

All Regular Full-Time Employees in a paid status accrue paid vacation leave. Although an Employee in an unpaid leave status does not accrue paid vacation leave, unpaid leave status does not constitute a break in service for vacation accrual rate determination purposes. An Employee returning to work from unpaid leave status will resume paid vacation accrual at the rate provided for based on credited service before and during the unpaid leave.

Vacation leave is accrued, on 26 pay periods, as follows:

EMPLOYEES REGULAR SCHEDULED TO WORK 40 HOURS PER WORKWEEK				
EMPLOYEES	**BEGINNING YEAR OF SERVICE**	**TOTAL ACCRUAL PER ~~MONTH~~ PAY PERIOD**	**~~VACATION LEAVE PER YEAR~~ ANNUAL ACCRUAL**	**MAXIMUM ACCRUAL PAYOUT**
Regular Full-Time	0-5	3.70 ~~8~~ hours per pay period	96 hours (12 days per year)	192 hours
	6-10	4.95 ~~10.667~~ hours per pay period	128 hours (16 days per year)	224 hours
	11-20	6.15 ~~13.33~~ hours per pay period	160 hours (20 days per year)	256 hours
	21+	7.38 ~~16~~ hours per pay period	192 hours (24 days per year)	288 hours
UNIFORMED EMPLOYEES REGULARLY SCHEDULED TO WORK 10+ HOUR SHIFTS				
EMPLOYEES	**BEGINNING YEAR OF SERVICE**	**TOTAL ACCRUAL PER ~~MONTH~~ PAY PERIOD**	**VACATION LEAVE PER YEAR**	**MAXIMUM ACCRUAL**
Regular Full-Time	0-5	5.54 ~~12~~ hours per pay period	144 hours (12 days per year)	288 hours
	6-10	7.38 ~~16~~ hours per pay period	192 hours (16 days per year)	336 hours
	11-20	9.23 ~~20~~ hours per pay period	240 hours (20 days per year)	384 hours
	21+	11.08 ~~24~~ hours per pay period	288 hours (24 days per year)	432 hours

Employees with an employment agreement shall accrue vacation in accordance with their employment agreement.

~~When an Employee's accrual is at the maximum, the Employee will stop accruing vacation leave until the balance drops below the maximum.~~

A Regular Full-Time Employee who has successfully completed the 90 Day Orientation Period is eligible to take accrued vacation leave. An Employee's use of vacation leave must be approved. All requests should be made in writing to the Department Director or Supervisor. When possible, requests should be submitted at least two weeks prior to the

beginning vacation leave day. Supervisors should return the approved or denied request back to the Employee within 5 days of receipt.

Vacation leave may be taken in a minimum of 1 hour increments. Employees cannot take more vacation than they have accrued.

Upon ~~termination~~ employment separation, Employees ~~with at least 12 months of continuous service~~ will be paid any unused accrued vacation leave, up to the maximum accrual ~~amount~~ payout, at a rate based upon the Employee's final hourly pay rate. Vacation cannot be used to extend an Employee's termination date or in lieu of a notice of resignation or retirement.

Only the City Administrator can approve any exception to this policy. If a City of Montgomery official holiday falls within your approved vacation dates, the holiday is not counted as a vacation day.

Montgomery City Council
AGENDA REPORT

Meeting Date: June 24, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By: Ruby Beaven**

Subject

Consideration and possible action on the HEB Development Agreement.

Recommendation

Staff recommend City Council review and provide feedback.

Discussion

The draft HEB development agreement has been reviewed and revised to incorporate all recommendations from the City Attorney and City Engineer; we now seek council feedback to proceed accordingly.

Approved By

City Administrator	Brent Walker	Date: 06/20/2025

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MONTGOMERY, TEXAS AND H-E-B, LP

This DEVELOPMENT AGREEMENT (the "Agreement") is entered into between H-E-B, LP, a Texas limited partnership, its successors or assigns ("Developer"), and THE CITY OF MONTGOMERY, TEXAS ("City") to be effective on June ___, 2025 (the "Effective Date").

RECITALS

The Developer owns approximately 16.75 acres of land, as described on the attached **Exhibit A** (defined herein as the "Tract") in Montgomery County, Texas, within the corporate limits of the City. The Developer intends to develop the Tract for commercial purposes which may include a grocery store, gas station, and car wash. The City will provide water and sanitary sewer service to the Tract.

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

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

AGREEMENT

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

ARTICLE I. DEFINITIONS AND EXHIBITS

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

City means the City of Montgomery, Texas.

Developer means H-E-B, LP, 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 to serve the Tract, and all improvements, appurtenances, additions, extensions, enlargements or betterments

thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites and other interests related thereto.

Parties means the City and the Developer, collectively.

Tract means the approximately 16.75 acres of land to be developed by Developer, as described in **Exhibit A**. If Developer acquires that certain real property comprising approximately 0.376 acres as more particularly described on **Exhibit A-1** hereto, such property shall be included in the term Tract.

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

Exhibit A (including Exhibit A-1)	Metes and Bounds Description of the Tract
Exhibit B	Water Line, Sanitary Sewer Line and Sanitary Sewer Tap
Exhibit C	Private Driveways
Exhibit D	Assignment of Water and Sanitary Sewer Capacity

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 of the date hereof, unless otherwise agreed to by Developer (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. Following acceptance by the City within fifteen (15) days after construction thereof, the water and sanitary sewer infrastructure will be owned, operated, and maintained by the City per normal practice. The City has agreed to provide the Developer with its requirements for wastewater treatment and water capacity as set forth herein.

b. *Water Supply Facilities*. The parties acknowledge that the Tract will be developed with ultimate water requirements of 23,000 gpd to serve approximately 77 ESFCs. The City agrees that it has the capacity in its water treatment system to serve the 77 ESFCs and hereby grants the same to Developer in accordance with terms, conditions and provisions set forth in that certain Assignment of Water and Sanitary Sewer Capacity attached hereto as **Exhibit D** and executed as of the date

hereof (the "Capacity Assignment"); however, the Developer is required to fund the construction of certain improvements, noted specifically in this Agreement, to the City's water supply system in order to provide sufficient supply for the Tract.

i. **Water Line**. The Developer agrees to design and construct the extension of the City's existing 12-inch waterline to the eastern portion of the Tract's northern property line ("Water Line"), as shown on **Exhibit B**. The Water Line will be constructed in a public right of way or easement and to the extent necessary, the Developer will be responsible for acquiring any necessary public right of way or easement required for the construction of the Water Line with the City's cooperation.

ii. **Funding**. The City will provide the Developer a cost estimate of inspection costs related to the Water Line for review and approval, and upon presentation of such estimate and Developer's written approval of the same, Developer agrees to deposit with the City the funds due for inspection services of the Water Line. The City will keep accurate records of Developer deposits and Water Line inspection costs and make such records available for Developer or District inspection upon request. Within forty-five (45) days of City acceptance of the Water Line, the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the escrow account, less the amount required for the one-year maintenance inspection to be conducted by the City Engineer.

iii. **Ownership**. The City will accept such Water Lines for ownership and operation subject to a one-year maintenance bond to be enforceable by the City from the contractor once the public waterline has been constructed, inspected and all punchlist items have been addressed as confirmed by the City Engineer. Upon acceptance of the public waterline, the Developer shall provide the City with as-built drawings in both digital and pdf format.

c. *Wastewater Treatment Facilities*. The parties acknowledge that the Tract will be developed with ultimate wastewater requirements of 18,400 gpd to serve approximately 92 ESFCs. The City agrees that it has permitted capacity in its wastewater treatment system to serve the 92 ESFCs and hereby grants the same to Developer in accordance with the terms, conditions and provisions set forth in the Capacity Assignment executed as of the date hereof; however, the Developer is required to fund the construction of certain improvements, noted specifically in this Agreement, to the City's wastewater supply system in order to serve the Tract.

i. **Sanitary Sewer Line and Sanitary Sewer Tap**. The Developer agrees to design and construct the extension of an existing 8" gravity sanitary sewer line to the eastern portion of the Tract's

northern property line (the "Sanitary Sewer Line"), as shown on **Exhibit B**. The Developer also agrees to coordinate with the City's Public Works Department with respect to the installation of a sanitary sewer tap (the "Sanitary Sewer Tap"), as shown on **Exhibit B**. The Sanitary Sewer Line will be constructed in public right of way or easement and to the extent necessary, the Developer will be responsible for acquiring any necessary public right of way or easement required for the construction of the Sanitary Sewer Line with the City's cooperation.

ii. **Funding**. The City will provide the Developer a cost estimate of inspection costs related to the Sanitary Sewer Line for review and approval, and upon presentation of such estimate and Developer's written approval of the same, the Developer agrees to deposit with the City the funds due for the inspection services of the Sanitary Sewer Line. The City will keep accurate records of Developer deposits and Sanitary Sewer Line inspection costs and make such records available for Developer inspection upon request. Within forty-five (45) days of City acceptance of the Sanitary Sewer Line, the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the escrow account, less the amount required for the one-year maintenance inspection to be conducted by the City Engineer..

iii. **Ownership**. The City will accept such Sanitary Sewer Line or ownership and operation subject to a one-year maintenance bond to be enforceable by the City from the contractor once the public sanitary sewer line has been constructed, inspected and all punchlist items have been addressed as confirmed by the City Engineer. Upon acceptance of the public sanitary sewer line, the Developer shall provide the City with as-built drawings in both digital and pdf format.

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 final platting and prior to receiving water and sanitary sewer taps.

e. *Drainage Facilities*. The Developer agrees to submit and receive approval for a drainage study from the City and TxDOT. Any revisions to the drainage study must be submitted to the City for review and approval. All drainage and detention facilities must be designed and constructed in accordance with the City Code and any applicable Montgomery County and TxDOT standards. All onsite storm sewer systems and detention will remain private.

f. *Historical Landmark*. If Developer constructs a grocery store on the Tract (the "Store"), Developer agrees to include a mural in the Store, in a location and as designed by Developer in its sole discretion, recognizing Charles B. Stewart and the birthplace of the Texas flag. Developer shall also use good faith efforts to determine within ninety (90) days following the date hereof the feasibility of dedicating a location on the Tract (including the parameters and guidelines applicable thereto) for the City to construct and maintain, at City's cost, a historical landmark (the "Landmark") on such designated location. Developer shall update City periodically on the status and include City feedback in its efforts to determine the feasibility of the Landmark. If Developer is able to accommodate the Landmark as set forth above, Developer shall at its election, either grant an easement or dedication of the Landmark to City for such purposes in a form prepared by and acceptable to Developer.

Section 2.2. Private Driveways. Private driveways shall be constructed in accordance with the City Code. Developer agrees to install one (1) connection to State Highway 105 and two (2) connections to FM 2854 to provide access to the two (2) adjacent property owners as shown on **Exhibit C**.

Section 2.3. Governmental Approvals. All of Developer's obligations hereunder are subject to Developer obtaining all governmental permits and approvals therefor.

ARTICLE III.

DEFAULT AND TERMINATION

Section 3.1. Material Breach of Agreement. The parties acknowledge and agree that any substantial deviation by the Developer from the material terms of this Agreement would frustrate the intent of this Agreement, and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the Developer shall be deemed to have occurred in the event of failure of the Developer to comply with a provision of this Agreement or the City Code provisions applicable to the Tract.

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

Section 3.2. Notice of Developer's Default**.**

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

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.

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's sole remedy shall be to revoke the utility capacity granted to Developer hereunder. Notwithstanding the foregoing, in no event shall the foregoing preclude or waive the City's right to enforce compliance by Developer with applicable City Code requirements.

Section 3.3. Notice of City's Default.

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

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

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

d. If Developer determines a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to Developer, then Developer may pursue any and all remedies it has at law or equity to enforce City's agreements and obligations set forth in Article II above and any other agreements or obligations of City hereunder pertaining thereto.

ARTICLE IV.

MISCELLANEOUS

Section 4.1. Sale of Tract; Assignability. Any agreement by Developer to sell the entirety or any portion of the Tract to a person intending to develop the Tract or such portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract to such Successor Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Developer. However, this Agreement shall not be binding upon 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. This Agreement is assignable upon written notice to the City; such notice of assignment shall be given within 30 days of an assignment and such notice shall include evidence that the assignee has assumed the obligations under this Agreement.

Section 4.2. Force Majeure. In the event a party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other parties as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

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

Section 4.3. Law Governing and Immunity. This Agreement shall be governed by the laws of the State of Texas without considering its choice of law provisions and no lawsuit shall be prosecuted on this Agreement except in a federal or state court of competent jurisdiction. The City hereby unconditionally and irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability) to the extent permitted by applicable laws of the State of Texas.

Section 4.4. No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 4.5. Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advise (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to another (except bills), must be in writing and may be given or be served by (i)

depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified at the address set forth below, or at the last address for notice that the sending party has for the receiving party at the time of mailing, and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery," addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement; or (iv) by electronic mail (i.e., e-mail), with confirming copy sent by one of the other described methods for notice set forth in this sentence. Notice deposited in the United States 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:
H-E-B, LP
425 Sawdust Road, Suite B
Spring, Texas 77380
Attention: Shaun Smith

With a copy to:
Golden Steves & Gordon LLP
200 E. Basse Road, Suite 200
San Antonio, Texas 78209
Attention: Ami E. Gordon

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

Section 4.6. Merger and Modification. This Agreement, including the exhibits that are attached hereto and incorporated herein for all purposes, embodies the entire agreement

between the parties relative to the subject hereof. This Agreement shall be subject to change or modification only with the mutual written consent of all the parties.

Section 4.7. Severability. The provisions of this Agreement are severable, and if any part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 4.8. Benefits of Agreement. This Agreement is for the benefit of the City and Developer, and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

Section 4.9. Recordation. The City shall record this Agreement and any amendments thereof in the deed records of Montgomery County. In addition, any assignments of this Agreement shall be recorded in the deed records of Montgomery County. This Agreement, when recorded, shall be a covenant running with the land and binding upon the Tract, the parties and their assignees during the term of this Agreement. However, this Agreement shall not be binding upon and shall not constitute any encumbrance to title as to any purchaser of a tract or lot within the Tract who does not intend to resell, subdivide or develop the tract or lot in the ordinary course of business.

Section 4.10. Term. This Agreement shall be in force and effect from the Effective Date and continue for a term of thirty (30) years unless otherwise previously terminated pursuant to some term or condition of this Agreement or by express written agreement by the City and Developer. Upon expiration of thirty (30) years from the Effective Date of this Agreement, this Agreement may be extended upon mutual consent of the Developer and the City.

Section 4.11. Authority for Execution. The City hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Code. The Developer hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of such entity.

(Signature Pages to Follow)

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

H-E-B. LP,
a Texas limited partnership

By: _____
Name: Benjamin R. Scott
Title: Group Vice President of Real Estate and Shopping Center Development

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this _____ day of _____, 2025, by Benjamin R. Scott, Group Vice President of Real Estate and Shopping Center Development of H-E-B, LP, a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public, State of Texas

(NOTARY SEAL)

CITY OF MONTGOMERY, TEXAS

_____
Sara Countryman, Mayor

ATTEST:

_____
Title:_____

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this _____ day of _____, 2025, by Sara Countryman, Mayor, City of Montgomery, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(NOTARY SEAL)

[*All Exhibits are subject to Developer's review and approval*]

EXHIBIT "A"

Legal Description of Tract

BEING a 16.75 acre (729,609 square feet) tract of land situated in the J. Corner Survey, Abstract No. 8 of Montgomery County, Texas, being a portion of a called 21.245 acre tract of land as described in a Special Warranty Deed to Texas Land Fund No. 6, L.P. recorded under Montgomery County Clerk's File Number (M.C.C.F. No.) 2008-092439 and a called 10.799 acre tract of land as described in a Special Warranty Deed to Texas Land Fund No. 6, L.P. recorded under M.C.C.F. No. 2008-092441, said 16.75 acre tract of land described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for the southeasterly corner of the intersection of F.M. 2854 (a.k.a. Keenan Road) (width varies) as recorded under Volume 204, Page 186 and Volume 1087, Page 123 both of the Montgomery County Deed Records and S.H. 105, (width varies) as recorded under M.C.C.F. No. 9228466, same being the northwest corner of said 10.799 acre tract;

THENCE, S 81°59'51" E, a distance of 154.80 feet along the southerly right-of-way line of said S.H. 105, and the northerly line of said 10.799 acre tract to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" set for the most northerly northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 81°59'51" E, a distance of 283.34 feet continuing along the southerly right-of-way line of said S.H. 105, and the northerly line of said 10.799 acre tract to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" set for the most northerly northeast corner of the herein described tract, from which a TxDOT Aluminum Monument found for an angle point of said right-of-way bears S 81°59'51" E, 207.24 feet;

THENCE, over and across said 10.799 acre tract and said 21.245 acre tract the following courses and distances:

> South, a distance of 169.39 feet to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" set for the beginning of a curve to the left;
>
> In a southeasterly direction, along said curve to the left, a distance of 15.71 feet, having a radius of 10.00 feet, a central angle of 90°00'00" and a chord which bears S 45°00'00" E, 14.14 feet to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" set for a point of tangency;
>
> East, a distance of 16.09 feet to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" set for the beginning of a curve to the right;
>
> In an easterly direction, along said curve to the right, a distance of 68.65 feet, having a radius of 217.00 feet, a central angle of 18°07'30" and a chord which bears S 80°56'15" E, 68.36 feet to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" set for an interior corner of the herein described tract;

South, a distance of 713.45 feet to a 1/2-inch iron pipe with a cap stamped “Brown & Gay” set for the southeast corner of the herein described tract, lying on the north line of Lot 9, Block 1 of HAVENSHIRE A SUBDIVISION OF 28.69 ACRES recorded under Cabinet H, Sheet 167B of the Montgomery County Map Records, same being the south line of said 21.245 acre tract;

THENCE, S 84°21'19" W, along the northerly lines of Lot 1 and Lot 5 thru Lot 9, Block 1 of said HAVENSHIRE A SUBDIVISION OF 28.69 ACRES, same being the southerly line of said 21.245 acre tract at a distance of 33.76 feet pass a 5/8-inch iron rod (Bent) found for the common north corner of said Lot 8 and said Lot 9, continuing at a distance of 637.80 feet pass a 5/8-inch iron rod found for the common north corner of said Lot 1 and said Lot 5, in all a total distance of 987.88 feet to a 1/2-inch iron pipe with a cap stamped “Brown & Gay” found for the northwest corner of said Lot 1, same being the southwest corner of said 21.245 acre tract and the herein described tract, lying on the easterly right-of-way line of said F.M. 2854;

THENCE, along the easterly right-of-way of said F.M. 2854, the westerly lines of said 21.245 acre tract and the westerly line of said 10.799 acre tract the following courses and distances:

N 07°20'41" E, a distance of 160.56 feet to a point from which a found concrete Monument bears N 12°25’ E, 0.38 feet and being the beginning of a non-tangent curve to the right having a radial bearing of S 77°35’35” E, 2,794.79 feet;

In a Northerly direction, along said curve to the right, a distance of 465.48 feet, having a radius of 2,794.79 feet, a central angle of 09°32'34" and a chord which bears N 17°10'42" E, 464.94 feet to a concrete Monument found for the beginning of a non-tangent compound curve to the right having a radial bearing of S 58°34’12” E, 1,597.02 feet;

In a Northeasterly direction, along said curve to the right, a distance of 77.70 feet, having a radius of 1,597.02 feet, a central angle of 02°47'16" and a chord which bears N 32°49'25" E, 77.70 feet to a 1/2-inch iron pipe with a cap stamped “Brown & Gay” set for the end of a non-tangent curve;

N 33°02'31" E, at a distance of 114.60 feet pass a 5/8-inch iron rod found for the northwest corner of said 21.245 acre tract and the southwest corner of said 10.799 acre tract, in all a total distance of 228.52 feet to a 1/2-inch iron pipe with a cap stamped “Brown & Gay” set for the lower northwest corner of the herein described tract;

THENCE, over and across said 10.799 acre tract the following courses and distances:

S 64°51'30" E, a distance of 80.53 feet to a 1/2-inch iron pipe with a cap stamped “Brown & Gay” set for the beginning of a curve to the left;

In an easterly direction, along said curve to the left, a distance of 19.63 feet, having a radius of 45.00 feet, a central angle of 25°00'00" and a chord which bears S 77°21'30" E, 19.48 feet to a 1/2-inch iron pipe with a cap stamped “Brown & Gay” set for a point of tangency;

S 89°51'30" E, a distance of 181.89 feet to a 1/2-inch iron pipe with a cap stamped “Brown & Gay” set for the beginning of a curve to the left;

In a northeasterly direction, along said curve to the left, a distance of 15.71 feet, having a radius of 10.00 feet, a central angle of 90°00'00" and a chord which bears N 45°08'30" E, 14.14 feet to a 1/2-inch iron pipe with a cap stamped “Brown & Gay” set for a point of tangency;

N 00°08'30" E, a distance of 208.87 feet to the **POINT OF BEGINNING** and containing 16.75 acres (729,609 square feet) of land.

EXHIBIT "A-1"

BEING a 0.376 acre tract of land situated in the J. Corner Survey, Abstract No. 8, City of Montgomery, Montgomery County, Texas, and being a part of the 12.74 acre tract of land described in Tract 1, conveyed to SR 105, LLC by deed of record in Document No. 2014103574 of the Official Public Records of Montgomery County, Texas; said 0.376 acre tract being more particularly described as follows:

BEGINNING at a 1" iron pipe found for corner in the south right-of-way line of Highway 105 W., a variable width right-of-way, at a northeast corner of a 16.75 acre tract of land described in Tract 1, conveyed to HEB Grocery Company, LP, by deed of record in Document No. 201403529, of said Official Public Records and being at the northwest corner of said 12.74 acre tract;

THENCE South 82 degrees 00 minutes 08 seconds East, along the said south line of Highway 105 W and along the north line of said 12.74 acre tract, a distance of 94.51 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE South 00 degrees 00 minutes 17 seconds East, departing the said south line of the Highway 105 Wand the said north line of the 12.74 acre tract, over and across said 12.74 acre tract, a distance of 177.00 feet to a 5/8" capped iron rod "BROWN & GAY" found at a northeast corner of said 16.75 acre tract and a re-entrant corner of said 12.74 acre tract, said point being at the beginning of a non- tangent curve to the left;

THENCE along the common line between said 12.74 acre tract and the said 16.75 acre tract, the following courses and distances:

Along said non-tangent curve to the left having a central angle of 18 degrees 07 minutes 30 seconds, a radius of 216.99 feet, and an arc length of 68.64 feet (chord bears North 80 degrees 56 minutes 32 seconds West, 68.36 feet) to a 5/8" capped iron rod "BROWN & GAY" found at the end of said curve;

South 89 degrees 59 minutes 43 seconds West, a distance of 16.09 feet to a 5/8" capped iron rod "BROWN & GAY" found at the beginning of a tangent curve to the right;

Along said tangent curve to the right having a central angle of 90 degrees 00 minutes 33 seconds, a radius of 10.00 feet, and an arc length of 15.71 feet (chord bears North 45 degrees 00 minutes 32 seconds West, 14.14 feet) to a 5/8" capped iron rod "BROWN & GAY" found at the end of said curve;

North 00 degrees 00 minutes 17 seconds West, a distance of 169.39 feet to the **POINT-OF- BEGINNING,** containing **16,392 square feet or 0.376 acres of land.**

EXHIBIT "B"

Water Line, Sanitary Sewer Line and Sanitary Sewer Tap

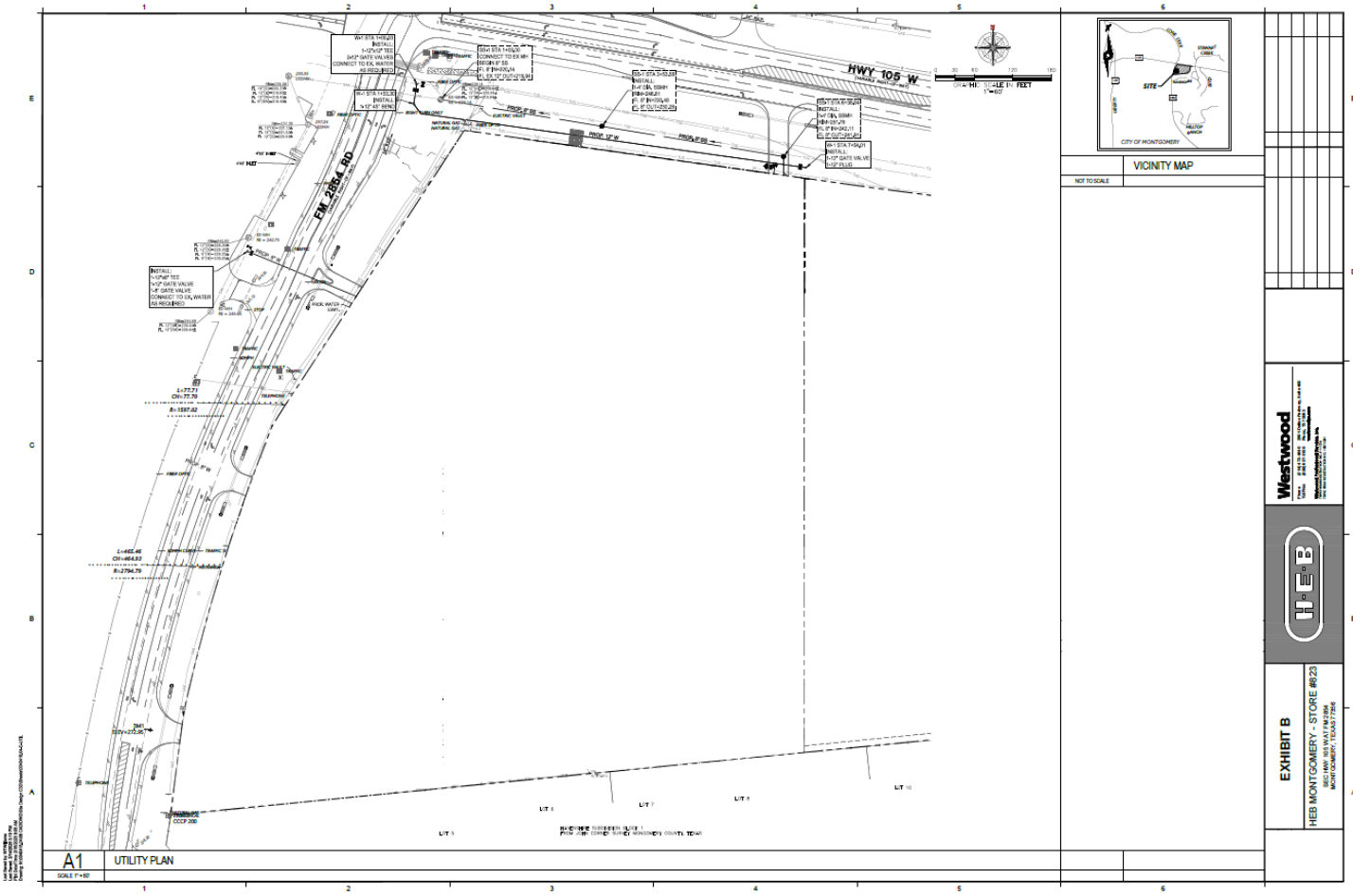


EXHIBIT "C"

Private Driveways

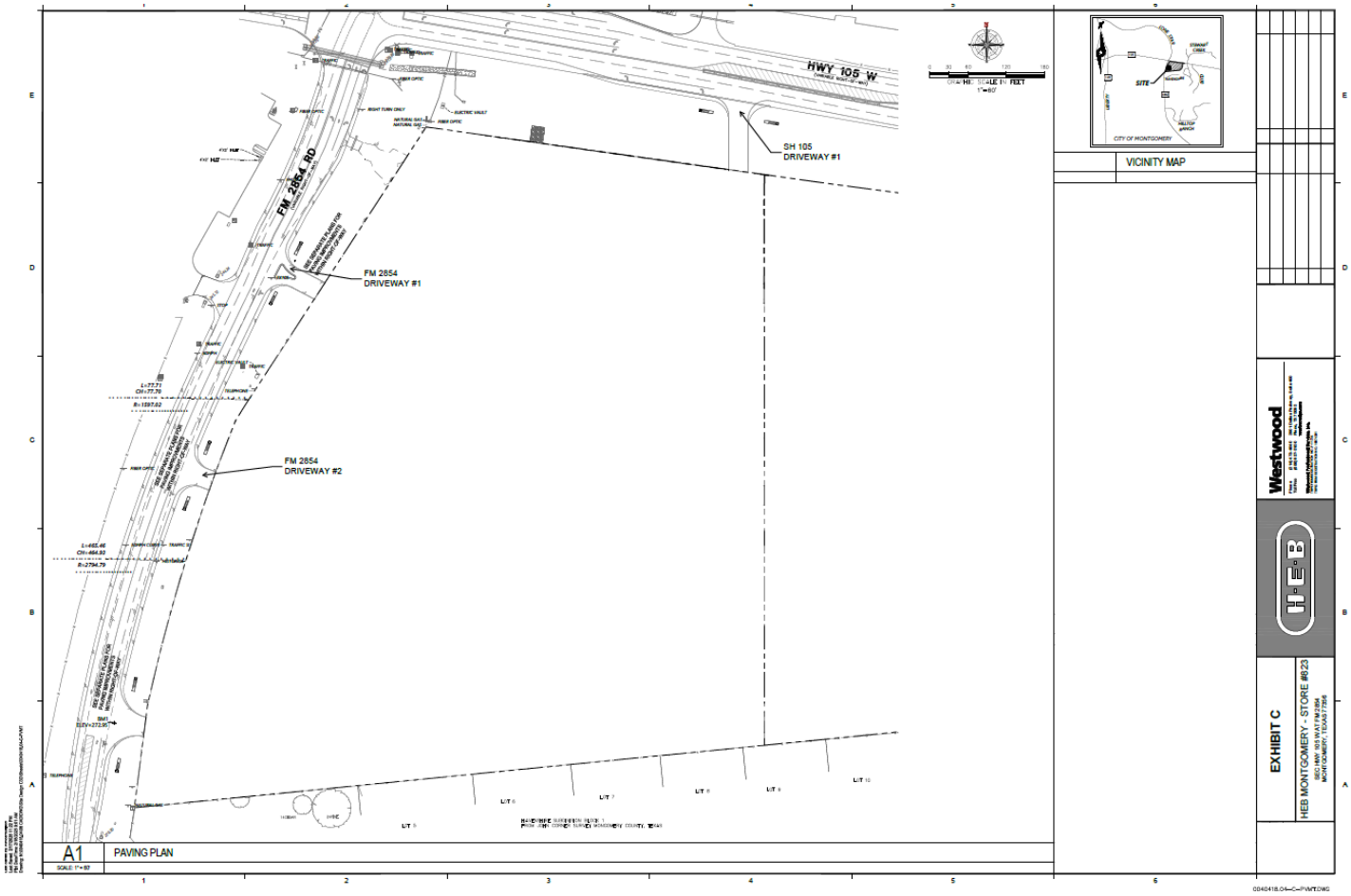


EXHIBIT "D"

Assignment of Water and Sanitary Sewer Capacity

ASSIGNMENT OF WATER AND SANITARY SEWER CAPACITY

This **Assignment of Water and Sanitary Sewer Capacity** (this "**Assignment**") is entered into this _____ day of _____ 2025, by and between **THE CITY OF MONTGOMERY, TEXAS,** ("**Assignor**") and **H-E-B, LP**, a Texas limited partnership ("**Assignee**").

RECITALS:

1. Assignee is the owner of certain real property in Montgomery County, Texas (the "**Assignee Parcel**"), more particularly described in Exhibit "A" attached hereto.

2. Assignor is the owner of seventy-seven (77) Equivalent Single-Family Connection units ("**ESFCs**") of water capacity and ninety-two (92) ESFCs of wastewater capacity (collectively, the "**Utility Capacity**") relating to the Assignee Parcel.

3. Assignor desires to assign the Utility Capacity and Assignee desires to assume the Utility Capacity as described herein.

NOW, THEREFORE, for and in consideration of the mutual promises of the respective parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Utility Capacity. Assignor hereby ASSIGNS, TRANSFERS and CONVEYS to Assignee all of Assignor's right, title and interest in the Utility Capacity. Assignor hereby represents that Assignor has full power and authority to execute and deliver this assignment of Utility Capacity.

2. Assumption by Assignee. Assignee hereby accepts this assignment of the Utility Capacity.

3. Binding Upon Successors. This Assignment shall be binding upon the parties hereto and shall inure to the benefit of Assignee and Assignor and their respective representatives, successors and assigns.

4. Further Assurances. Assignor agrees to execute such additional documents as may required to carry out the purposes of this Assignment.

(*Signature Pages to Follow*)

Executed on the _____ day of _____, 2025.

ASSIGNOR:

CITY OF MONTGOMERY, TEXAS

By: _____
Name: Sara Countryman
Title: Mayor

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Sara Countryman, Mayor, City of Montgomery, Texas, on behalf of said City.

_____
Notary Public in and for
The State of Texas

ASSIGNEE:

H-E-B, LP,
a Texas limited partnership

By: _____
Name: Benjamin R. Scott
Title: Group Vice President of Real Estate
and Shopping Center Development

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Benjamin R. Scott, Group Vice President of Real Estate and Shopping Center Development of H-E-B, LP, a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public in and for
The State of Texas

Exhibit A to Assignment of Water and Sanitary Sewer Capacity

[to be attached]

Montgomery City Council
AGENDA REPORT

Meeting Date: May 24, 2025	**Budgeted Amount:** N/A
Department: Municipal Court Report	**Prepared By: Kimberly Duckett**

Subject

May 2025 Municipal Court Report

Recommendation

Discussion

Approved By

		Date:

CITY OF MONTGOMERY MUNICIPAL COURT

MAY 2025

KIMBERLY DUCKETT, COURT ADMINISTRATOR

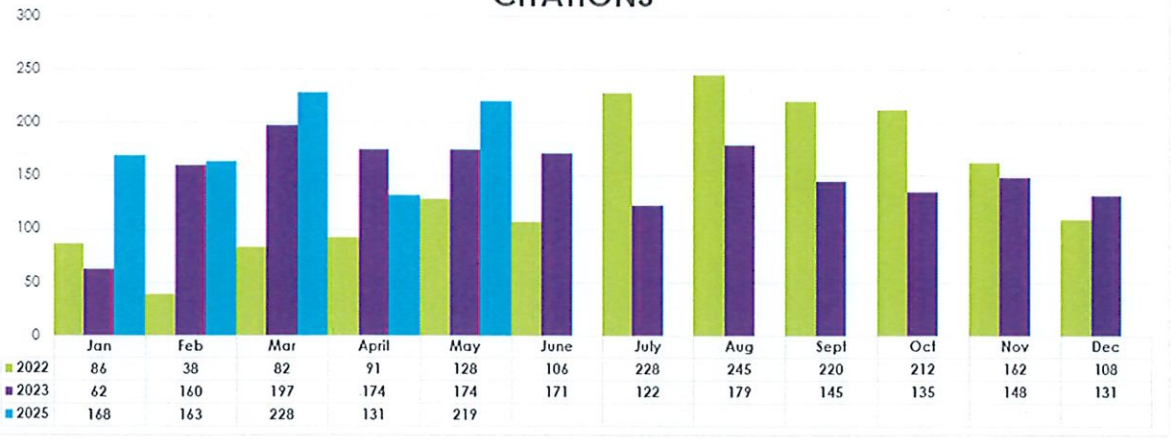
Comparison Chart

Citations and Revenue January 2023 - 2025

	2023	2024	2025
Jan	86	62	168
Feb	38	160	163
Mar	82	197	228
April	91	174	131
May	128	174	219
June	106	171	
July	228	122	
Aug	245	179	
Sept	220	145	
Oct	212	135	
Nov	162	148	
Dec	108	131	
Totals	1706	1798	909

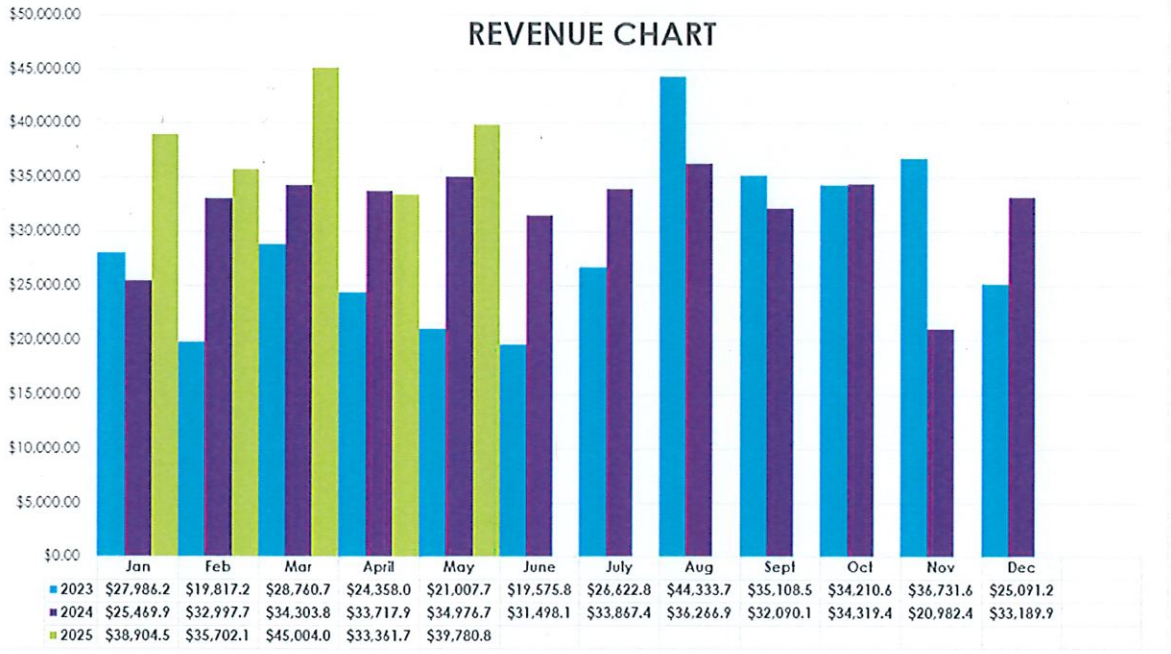
	2023	2024	2025
Jan	$27,986.26	$25,469.91	$38,904.53
Feb	$19,817.26	$32,997.74	$35,702.10
Mar	$28,760.79	$34,303.88	$45,004.03
April	$24,358.01	$33,717.99	$33,361.77
May	$21,007.77	$34,976.71	$39,780.87
June	$19,575.84	$31,498.12	
July	$26,622.80	$33,867.49	
Aug	$44,333.70	$36,266.97	
Sept	$35,108.51	$32,090.14	
Oct	$34,210.67	$34,319.49	
Nov	$36,731.64	$20,982.42	
Dec	$25,091.27	$33,189.92	
Totals	$343,604.52	$383,680.78	$192,753.30

CITATIONS



	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2022	86	38	82	91	128	106	228	245	220	212	162	108
2023	62	160	197	174	174	171	122	179	145	135	148	131
2025	168	163	228	131	219							

REVENUE CHART



	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2023	$27,986.2	$19,817.2	$28,760.7	$24,358.0	$21,007.7	$19,575.8	$26,622.8	$44,333.7	$35,108.5	$34,210.6	$36,731.6	$25,091.2
2024	$25,469.9	$32,997.7	$34,303.8	$33,717.9	$34,976.7	$31,498.1	$33,867.4	$36,266.9	$32,090.1	$34,319.4	$20,982.4	$33,189.9
2025	$38,904.5	$35,702.1	$45,004.0	$33,361.7	$39,780.8							

TO: City Council
FROM: Municipal Court

RE: Monthly Court Fines and Costs Collected and Number of Cases Filed
Report for the Month of May 2025

Court Collections	Current	
FINES OTHER THAN TRAFFIC *(FINES)*	$	692.80
TRAFFIC FINES *(TF and FT)*	$	13,518.90
Dedicated Funds		
Local Building Security Fund (LMCBSF)	$	782.04
Building Security ($3.00) *(MCSB)*	$	12.00
Local Court Technology Fund (LMCTF)	$	638.41
Court Technology ($4.00) *(CTF)*	$	16.00
Child Safety Fund ($25.00 & $20.00) *(CS & CS2)*	$	88.05
Judicial Efficiency ($2.50) *(TP-L-C) (Time Payment Fee)*	$	-
Judicial Efficiency ($0.60) *(JFCI) (Judicial Support Fee)*	$	2.40
Local Truancy Prevention Fund (LTPDF)	$	798.01
Non-Dedicated Funds (General Fund)		
Traffic Fund Costs ($3.00) *(TFC)*	$	290.96
Arrest Fees ($5.00) *(AR)*	$	813.01
Warrant Fees ($50.00) *(WRNTFE)*	$	1,000.00
Summons Fees $35.00 (SF)		
Administrative Fees ($10.00) *(DSC)*	$	336.97
(Driving Safety Course Fee)		
Administrative Fees ($20.00 &$10.00) *(AF & AF2)*	$	575.00
(*Dismissal Fees*)	$	-
Special Expense Fees(different amounts) *(ADMIN)*	$	426.90
(*Held in Bond*)		
Local Municipal Jury Fund (LMJF)	$	15.95
Local Omni Fee ($4.00) *(TLFTA3)*	$	64.00
Moving Violation Fee ($0.01) *(CJFC)*	$	0.02
OverPayment (OP)	$	-
Time Payment Fee ($10.00) *(TP-L)*	$	-
Time Payment Reimbursement Fee (TPRF)		$30.00
Service Fees (for handling court costs for state)		
CITY TOTAL	**$**	**20,101.42**

STATE COURT COSTS

CCC 2020	$	9,895.29
Consolidated Court Costs ($40.00) *(CCC04)*	$	160.00
State Traffic Fee ($30.00) *(STF)* (STF19)	$	4,809.21
State Juror Reimbursement Fee ($4.00) *(SJF)*	$	16.00
Judicial Support Fee ($5.40) *(JFCT2 & JFCT)*	$	21.60
Indigent Defense Fee ($2.00) *(IDF)*	$	8.00
Moving Violation Fee ($0.09) *(CJFS)*	$	0.18
Child Psgn Safety Seat Sys. Fee ($0.15)(CSS)	$	-

Time Payment Fee ($12.50) *(TP-S)*	$	-
OmniBase FTA ($20.00) *(TLFTA1)*	$	80.00
Fees Assessed between 1997 &2004 *(FA, CCC, CMI,CVC, JV,JCPT2,JCD2)*		
Truancy Prevention Fund ($2.00) (TPF 2014) (TPF)	$	8.00
STATE TOTAL	**$**	**14,998.28**
Child Safety Seat Fines (half to state)		
(Paid at end of city fiscal year)		
VENDOR PAYMENTS		
OmniBase (DPS FTA Program Vendor) ($6.00) *(TLFTA2)*	$	96.00
Collection Agency (30% of amount past due) *(COLAGY)*	$	1,682.37
VENDOR TOTAL:	$	1,778.37
Non-Cash Transactions (jail credit & community service)		
Cash Appearance Bonds Collected		
Cash Bonds Applied to Fines (both appearance /def)	$	2,902.80
Cash Bonds Refunded		
Overage Collected		
Adjustments		
TOTAL	$	36,878.07
GRAND TOTAL	$	39,780.87

Number of Citations	**219**
Number of Violations	**262**
Number of Citations Juveniles	**2**
Number of Citations Minors	**24**

Montgomery City Council
AGENDA REPORT

Meeting Date: June 24, 2025	**Budgeted Amount:**
Department: Police Department	**Prepared By: Anthony Solomon**

Subject

May 2025 PD & CE/PZA Report

Recommendation

Discussion

Approved By

		Date:

Montgomery Police Department
Chief: Anthony Solomon

Activity Report

May 1, 2025 – May 31, 2025

Patrol Division

- Calls for Service - 290
- Total Reports - 31
- Citations Issued - 223
- Warnings Issued - 414
- Arrests - 25
- Accidents - 8

Investigation Division

- Total number of assigned cases to C.I.D. for the month: 6

Breakdown by Offense Category

- DWI - 5
- Driving While DL Invalid - 3
- Drug Arrests - 12
- Warrant Arrests - 1
- Fraud - 1
- Theft - 3
- Assault - 1
- Threat - 2
- Weapons - 1
- Evading - 1
- Violate Protective Order - 1

Personnel/Training

- Officer Pagan – RAD training
- Sgt. Graves successfully completed and passed the testing to become a certified Drug Recognition Expert (DRE), joining an elite group of fewer than 400 officers statewide.

Major Incidents

- No major incidents occurred in May.

Upcoming Events

- Freedom Fest - July 5th
-

Traffic and Safety Initiatives

- The Police Department is in the process of implementing several new traffic and safety initiatives in the coming month, including another wave of Impaired Driving Mobilization for Fourth of July.

City of Montgomery

May 2025
Code Enforcement Officer
Planning/Zoning Administrator
Monthly Report

Code Enforcement:	Abandoned vehicle	1
	Burning	2
	Change in Occupancy	1
	Field Investigations	6
	Noise	6
	Nuisance	9
	Outside Jurisdiction	11
	Property line issues	1
	Signs	11
	Vendors	1
	Weeds and Grass	2
	Work without permit	2

- Implemented mobile home permit process and application (including voter trailers), temporary construction trailer process and application, and demolition permit process and application

Planning and Zoning:	New Construction	1
	Remodel/Improvements	2
	Pre Developments	7
	SUP	1

MEDC:	Projects:	Wayfinding Signs
		Historic Downtown Streetscape / Dumpsters

Administration:	General Inquiry	49
	Open Records Req	5
	Permit Reviews	11
	Reconcile Invoices	2
	Zoning letters	6

Prepared by: Corinne Tilley

Montgomery City Council
AGENDA REPORT

Meeting Date: June 24, 2025	**Budgeted Amount: NA**
Department: Public Works	**Prepared By: Mike Muckleroy**

Subject

Public Works Monthly Report May 2025

Recommendation

Approve the report as presented.

Discussion

Review the report.

Approved By

Public Works Director	Mike Muckleroy	Date: 06/16/2025
Interim City Administrator	Anthony Solomon	Date: 06/16/2025

101 OLD PLANTERSVILLE ROAD, MONTGOMERY, TEXAS 77316

Telephone: (936) 597-6434

Public Works Department

Monthly Report for May 2025

Water

- Completed monthly cutoff list for nonpayment.
- Completed monthly leak notification door hangers.
- Completed monthly meter verification list.
- Completed monthly check of idle meter list for consumption. No issues were found.
- Completed 15 work orders for activate/deactivate service.
- Completed 8 work orders for endpoint maintenance issues.
- Completed 15 work orders for water leaks.
- Completed 6 work orders for miscellaneous water issues.
- Completed 17 work orders for water taps.
- Discussed low water pressure with business on Eva due to flushing in the area.
- Discussed water leak with homeowners on Longhorn Run, Racetrack Lane, College, Berkley, and Peninsula Point.
- Repaired 1" and ¾" service line leaks on Rose Marie by LDC.
- Repaired hydrant meter leak on Clepper.
- Replaced broken meter box on Peninsula Point.
- Relocated water meter on East Rose Marie Lane.

Wastewater

- Completed 11 work orders for sewer taps.

Streets/Drainage/ROW

- Completed 6 work orders for Street ROW – Ditch/Drainage.
- Completed daily utility locates as necessary.
- Completed daily removal of bandit signs as necessary.
- Completed items for weed patrol.
- Removed garbage bag near bridge on College Street as well as debris in the area.
- Reinstalled speed limit sign on Minero.
- Repaired potholes on Buffalo Springs at Waterstone.
- Reported pothole requests to TXDOT for Lonestar Parkway @ FM 149 and SH 105 @ Lonestar Parkway.

Building/Facility/Vehicle/Equipment Maintenance

- Conducted weekly Safety Inspection Reports.
- Completed monthly light bulb check at all facilities.

PUBLIC WORKS

FIRST RESPONDER

- Delivered cases of water to City Hall as requested.
- Completed weekly cleaning of Community Center.
- Completed weekly pre-trip inspections of crew trucks.
- Completed monthly check of all irrigation systems and made repairs as necessary.
- Completed 17 work orders for general-City Hall maintenance.
- Filled generators with diesel fuel at Water Plant 2 & 3, Lift Station 1, 2, and 6.
- Inspected all AEDs at City Hall and the PW crew trucks.
- Repositioned two toilets in City Hall restrooms.
- Repaired door to administration side at City Hall.
- Setup, attended, disassembled, and removed barricades, cones, trash, etc. for the Lone Star Street Dance.
- Setup and removed barricades and signs for the May Sip N Stroll events.
- Moved bumpstops in downtown for business.
- Delivered and picked up movie night equipment to MISD per Event Coordinator.
- Setup, participated, and assisted with disassembled at Community Center for the Nacho Average Employee Recognition Luncheon.
- Repaired refrigerator in Administration at City Hall.
- Rotated desk in Deputy City Secretary's office.
- Repaired smoke detector in City Hall conference room.
- Assembled new office chair and file cabinet for Administration/Finance employee.
- Assembled new file cabinet for City Secretary.
- Relocated large flag boxes to attic storage from Finance Director's office.
- Removed dead trees from northwest corner of Community Center and at the corner of Houston and Stewart Streets on the same side as the water plant.
- Removed all downed tree limbs following storms 4/30/2025, 5/2/2025, 5/5/2025, and 5/6/2025 and 5/28/2025.
- Cleaned rain gutters at the PW shop, city hall, and community center outside restrooms.
- Assembled chair for PW office and reorganized furniture in breakroom.
- Condensed burn pile at WWTP#1.
- Removed limbs and vines from WWTP#2 fence line.
- Relocated sign poles for storage.
- Set up and disassembled tables and chairs for PW Appreciation Week luncheon for all staff at City Hall.
- Removed a block of salt from storm drain on Trusty Lane @ Dina Lane.

Parks/Recreation

- Posted all park reservation notices.
- Completed 49 work orders for maintenance-parks issues.
- M/W/F cleaning of all restrooms and grounds.
- Fernland docents reported 597 visitors and provided 65 tours for the month.
- Picked up garden mix for Lake Conroe Rotary Club workday and delivered in trailer to Memory Park.
- Removed deceased cat across the street from Fernland Historical Park.
- Pressure washed benches, trash cans, sidewalks, picnic tables, playground equipment, and under pavilion at Cedar Brake Park.
- Trim crape myrtle trees at Cedar Brake Park flags.
- Trimmed low limbs on Community Center property.
- Treated ants at Cedar Brake Park.
- Tightened screws in floorboard and door frame and repaired broken windows of Crane Cabin at Fernland Historical Park.
- Continue cleaning restrooms, sweep floors, remove cobwebs, etc. for Simonton and Hulon Houses at Fernland Historical Park.
- Removed blue chairs in Arnold Simonton House at Fernland Historical Park.

- Repaired restrooms and drinking fountain at Homecoming Park.
- Treated pump area at Memory Park for ants.
- Eliminated tripping hazards in walkways at Memory Park.
- Repaired irrigation leak at Memory Park.
- Delivered and picked up trailer for Lake Conroe Rotary Club workday at Memory Park.
- Replaced outlet cover to rock fountain GFI outlet at Memory Park.
- Removed roots from inlet box and repaired waterfall pump at Memory Park.

General

- Attended weekly Leadership Team meetings.
- Completed 13 work orders for maintenance-general issues.
- Completed monthly safety meeting with department and safety officer.
- Attended bi-weekly conference calls with utility operator and engineer.
- Lowered flags to half staff in honor of Peace Officer Memorial Day on May 14th.

Montgomery City Council
AGENDA REPORT

Meeting Date: June 24, 2025	**Budgeted Amount: NA**
Department: Public Works	**Prepared By: Mike Muckleroy**

Subject

Utility Operations Monthly Report May 2025

Recommendation

Approve the report as presented.

Discussion

Review the report.

Approved By

Public Works Director	Mike Muckleroy	Date: 06/16/2025
Interim City Administrator	Anthony Solomon	Date: 06/16/2025

Water and Wastewater Operations and Management
375 Lake Meadows Drive, Montgomery, Texas 77356
Ph:936-588-1166

CITY OF MONTGOMERY

MONTHLY OPERATIONS REPORT

DATE
06/18/25

METER COUNT	
Total	**1,371**

CONSUMPTION		
04/30/25	**to**	**05/31/25**
Billed Consumption		15,757,291
Estimated Flushing		1,150,000
Total		**16,907,291**

Plant Pumpage	17,952,000
Accountability	**94.18%**

	Well #2	Well #3	Well #4
Well Pumpage	N/A	9,485,000	8,464,000
Calculated Well GPM	N/A	553.6	1224.1
Avg Well Run Hours	N/A	9.9	3.9

CITY OF MONTGOMERY

DATE
06/18/25

MONTHLY OPERATIONS SUMMARY

WASTEWATER TREATMENT PLANT
May 2025

TPDES Permit # WQ0014737001 Expires: 06/01/2027

NPDES Permit # TX0128031

Effluent Quality Data: Reported for May-25

	Reported	Permitted	Annual Average	Excursion
BOD 5 Average	2.12 mg/l	10.00 mg/l	2.66 mg/l	NO
TSS Average	5.79 mg/l	15.00 mg/l	5.74 mg/l	NO
NH3	0.05 mg/l	2.00 mg/l	0.07 mg/l	NO
CL2 Res Min	1.39 mg/l	1.00 mg/l	1.33 mg/l	NO
CL2 Res Max	3.88 mg/l	4.00 mg/l	3.55 mg/l	NO
Oxygen	6.95 mg/l	4.00 mg/l	7.53 mg/l	NO
Flow Average	**0.272 mgd**	0.400 mgd	0.234 mgd	NO

Effluent Quality Compliant with Discharge Permit ? YES

The plant was operated within all parameters of our permit.
No violation notices were received from any other local agency.

CITY OF MONTGOMERY
MONTHLY OPERATIONS SUMMARY

GROUND WATER PERMIT PUMPAGE

May 2025

LONE STAR GROUNDWATER CONSERVATION DISTRICT
PERMIT #OP-04072101D/HUP040 & 13012801B AWS - 01/01/25 - 12/31/25

	"Gulf Coast Aquifer" - Jasper		Catahoula Aquifer	
Jan-25	6,094,300		6,240,000	
Feb-25	5,256,300		6,868,000	
Mar-25	7,347,100		8,224,000	
Apr-25	7,680,000		8,304,000	
May-25	9,852,600		8,637,000	
Jun-25				
Jul-25				
Aug-25				
Sep-25				
Oct-25				
Nov-25				
Dec-25				
Total Pumpage	36,230,300	18.96%	38,273,000	20.01%
2025 Permitted Withdrawal:	191,081,000		191,250,000	

Permit Summary Gulf Coast Aquifer

Historical Use Permit Amount:	92,930,000
2025 Permitted Withdrawal:	92,930,000

Alternative Water Summary

City of Montgomery - Alternate Water Source Permit:	90,000,000
Total 2025 GRP AWS Permitted Withdrawal:	90,000,000

Montgomery City Council
AGENDA REPORT

Meeting Date: June 24, 2025	**Budgeted Amount:** N/A
Department: Administration	**Prepared By:** Maryann Carl

Subject

Financial Report May 2025.

Recommendation

Approve the Finance report for the period ending May 31, 2025.

Discussion

Sales tax payment received in May was back up and departments continue to be within budget.

Approved By

Finance Director	Maryann Carl	Date: 6/15/2025
City Administrator	Brent Walker	Date: 5/15/2025

City of Montgomery

Financial Report

As of May 31, 2025

City of Montgomery, TX

Budget Report
Group Summary
For Fiscal: 2024-2025 Period Ending: 05/31/2025

Departmen…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Revenue						
00 - Revenue	6,956,152.00	6,956,152.00	638,838.30	6,184,947.52	-771,204.48	11.09%
Revenue Total:	**6,956,152.00**	**6,956,152.00**	**638,838.30**	**6,184,947.52**	**-771,204.48**	**11.09%**
Expense						
10 - Administration	2,555,796.00	2,555,796.00	193,279.87	1,477,035.11	1,078,760.89	42.21%
11 - Police	2,707,372.00	2,707,372.00	243,551.22	1,712,204.02	995,167.98	36.76%
12 - Public Works	1,184,540.00	1,184,540.00	103,475.28	628,538.11	556,001.89	46.94%
13 - Court	337,043.00	337,043.00	40,765.65	219,156.96	117,886.04	34.98%
Expense Total:	**6,784,751.00**	**6,784,751.00**	**581,072.02**	**4,036,934.20**	**2,747,816.80**	**40.50%**
Fund: 100 - General Fund Surplus (Deficit):	**171,401.00**	**171,401.00**	**57,766.28**	**2,148,013.32**	**1,976,612.32**	**-1,153.21%**
Fund: 150 - Montgomery PID						
Revenue						
00 - Revenue	46,595.00	46,595.00	0.00	46,269.35	-325.65	0.70%
Revenue Total:	**46,595.00**	**46,595.00**	**0.00**	**46,269.35**	**-325.65**	**0.70%**
Expense						
15 - Montgomery PID	45,995.00	45,995.00	0.00	0.00	45,995.00	100.00%
Expense Total:	**45,995.00**	**45,995.00**	**0.00**	**0.00**	**45,995.00**	**100.00%**
Fund: 150 - Montgomery PID Surplus (Deficit):	**600.00**	**600.00**	**0.00**	**46,269.35**	**45,669.35**	**-7,611.56%**
Fund: 200 - Capital Projects						
Revenue						
00 - Revenue	0.00	0.00	475,991.79	1,662,350.09	1,662,350.09	0.00%
Revenue Total:	**0.00**	**0.00**	**475,991.79**	**1,662,350.09**	**1,662,350.09**	**0.00%**
Expense						
20 - Capital Projects	0.00	0.00	684,800.18	3,127,861.90	-3,127,861.90	0.00%
Expense Total:	**0.00**	**0.00**	**684,800.18**	**3,127,861.90**	**-3,127,861.90**	**0.00%**
Fund: 200 - Capital Projects Surplus (Deficit):	**0.00**	**0.00**	**-208,808.39**	**-1,465,511.81**	**-1,465,511.81**	**0.00%**
Fund: 300 - Water & Sewer						
Revenue						
00 - Revenue	4,286,753.00	4,286,753.00	240,392.70	2,458,547.78	-1,828,205.22	42.65%
Revenue Total:	**4,286,753.00**	**4,286,753.00**	**240,392.70**	**2,458,547.78**	**-1,828,205.22**	**42.65%**
Expense						
30 - Water & Sewer	4,286,753.00	4,286,753.00	759,963.49	2,452,041.97	1,834,711.03	42.80%
Expense Total:	**4,286,753.00**	**4,286,753.00**	**759,963.49**	**2,452,041.97**	**1,834,711.03**	**42.80%**
Fund: 300 - Water & Sewer Surplus (Deficit):	**0.00**	**0.00**	**-519,570.79**	**6,505.81**	**6,505.81**	**0.00%**
Fund: 400 - MEDC						
Revenue						
00 - Revenue	952,000.00	952,000.00	98,431.39	1,051,908.73	99,908.73	10.49%
Revenue Total:	**952,000.00**	**952,000.00**	**98,431.39**	**1,051,908.73**	**99,908.73**	**10.49%**
Expense						
40 - MEDC	931,118.00	931,118.00	58,201.83	331,873.97	599,244.03	64.36%
Expense Total:	**931,118.00**	**931,118.00**	**58,201.83**	**331,873.97**	**599,244.03**	**64.36%**
Fund: 400 - MEDC Surplus (Deficit):	**20,882.00**	**20,882.00**	**40,229.56**	**720,034.76**	**699,152.76**	**-3,348.11%**
Fund: 500 - Debt Service						
Revenue						
00 - Revenue	1,167,749.00	1,167,749.00	62,055.04	949,304.74	-218,444.26	18.71%
Revenue Total:	**1,167,749.00**	**1,167,749.00**	**62,055.04**	**949,304.74**	**-218,444.26**	**18.71%**

Budget Report **For Fiscal: 2024-2025 Period Ending: 05/31/2025**

Departmen…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense						
50 - Debt Service	1,159,601.00	1,159,601.00	0.00	990,278.00	169,323.00	14.60%
Expense Total:	**1,159,601.00**	**1,159,601.00**	**0.00**	**990,278.00**	**169,323.00**	**14.60%**
Fund: 500 - Debt Service Surplus (Deficit):	**8,148.00**	**8,148.00**	**62,055.04**	**-40,973.26**	**-49,121.26**	**602.86%**
Fund: 700 - Court Security						
Revenue						
00 - Revenue	7,405.00	7,405.00	844.72	5,727.99	-1,677.01	22.65%
Revenue Total:	**7,405.00**	**7,405.00**	**844.72**	**5,727.99**	**-1,677.01**	**22.65%**
Expense						
70 - Court Security	2,300.00	2,300.00	0.00	0.00	2,300.00	100.00%
Expense Total:	**2,300.00**	**2,300.00**	**0.00**	**0.00**	**2,300.00**	**100.00%**
Fund: 700 - Court Security Surplus (Deficit):	**5,105.00**	**5,105.00**	**844.72**	**5,727.99**	**622.99**	**-12.20%**
Fund: 710 - Child Safety						
Revenue						
00 - Revenue	101.00	101.00	88.80	117.89	16.89	16.72%
Revenue Total:	**101.00**	**101.00**	**88.80**	**117.89**	**16.89**	**16.72%**
Fund: 710 - Child Safety Total:	**101.00**	**101.00**	**88.80**	**117.89**	**16.89**	**16.72%**
Fund: 720 - Truancy Prevention						
Revenue						
00 - Revenue	7,005.00	7,005.00	838.73	5,643.09	-1,361.91	19.44%
Revenue Total:	**7,005.00**	**7,005.00**	**838.73**	**5,643.09**	**-1,361.91**	**19.44%**
Fund: 720 - Truancy Prevention Total:	**7,005.00**	**7,005.00**	**838.73**	**5,643.09**	**-1,361.91**	**19.44%**
Fund: 730 - Jury - Local						
Revenue						
00 - Revenue	126.00	126.00	16.28	108.22	-17.78	14.11%
Revenue Total:	**126.00**	**126.00**	**16.28**	**108.22**	**-17.78**	**14.11%**
Fund: 730 - Jury - Local Total:	**126.00**	**126.00**	**16.28**	**108.22**	**-17.78**	**14.11%**
Fund: 750 - Court Technology						
Revenue						
00 - Revenue	6,090.00	6,090.00	770.21	5,456.22	-633.78	10.41%
Revenue Total:	**6,090.00**	**6,090.00**	**770.21**	**5,456.22**	**-633.78**	**10.41%**
Expense						
75 - Court Technology	1,000.00	1,000.00	0.00	999.62	0.38	0.04%
Expense Total:	**1,000.00**	**1,000.00**	**0.00**	**999.62**	**0.38**	**0.04%**
Fund: 750 - Court Technology Surplus (Deficit):	**5,090.00**	**5,090.00**	**770.21**	**4,456.60**	**-633.40**	**12.44%**
Fund: 800 - Hotel Occupancy						
Revenue						
00 - Revenue	3,540.00	3,540.00	85.24	4,430.25	890.25	25.15%
Revenue Total:	**3,540.00**	**3,540.00**	**85.24**	**4,430.25**	**890.25**	**25.15%**
Expense						
80 - Hotel Occupancy	3,500.00	3,500.00	0.00	2,090.61	1,409.39	40.27%
Expense Total:	**3,500.00**	**3,500.00**	**0.00**	**2,090.61**	**1,409.39**	**40.27%**
Fund: 800 - Hotel Occupancy Surplus (Deficit):	**40.00**	**40.00**	**85.24**	**2,339.64**	**2,299.64**	**-5,749.10%**
Fund: 850 - Police Asset						
Revenue						
00 - Revenue	0.00	0.00	47.43	457.17	457.17	0.00%
Revenue Total:	**0.00**	**0.00**	**47.43**	**457.17**	**457.17**	**0.00%**
Fund: 850 - Police Asset Total:	**0.00**	**0.00**	**47.43**	**457.17**	**457.17**	**0.00%**
Fund: 860 - Shop w/a Cop						
Revenue						
00 - Revenue	4,010.00	4,010.00	17.58	10,114.73	6,104.73	152.24%
Revenue Total:	**4,010.00**	**4,010.00**	**17.58**	**10,114.73**	**6,104.73**	**152.24%**

Budget Report **For Fiscal: 2024-2025 Period Ending: 05/31/2025**

Departmen…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense						
86 - Shop w/a Cop	4,000.00	4,000.00	0.00	4,395.37	-395.37	-9.88%
Expense Total:	**4,000.00**	**4,000.00**	**0.00**	**4,395.37**	**-395.37**	**-9.88%**
Fund: 860 - Shop w/a Cop Surplus (Deficit):	**10.00**	**10.00**	**17.58**	**5,719.36**	**5,709.36**	**57,093.60%**
Fund: 880 - CCPD - Crime Control & Prevention District						
Revenue						
00 - Revenue	0.00	0.00	89,007.93	199,260.37	199,260.37	0.00%
Revenue Total:	**0.00**	**0.00**	**89,007.93**	**199,260.37**	**199,260.37**	**0.00%**
Fund: 880 - CCPD - Crime Control & Prevention District Total:	**0.00**	**0.00**	**89,007.93**	**199,260.37**	**199,260.37**	**0.00%**
Report Surplus (Deficit):	**218,508.00**	**218,508.00**	**-476,611.38**	**1,638,168.50**	**1,419,660.50**	**-649.71%**

Budget Report **For Fiscal: 2024-2025 Period Ending: 05/31/2025**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	171,401.00	171,401.00	57,766.28	2,148,013.32	1,976,612.32
150 - Montgomery PID	600.00	600.00	0.00	46,269.35	45,669.35
200 - Capital Projects	0.00	0.00	-208,808.39	-1,465,511.81	-1,465,511.81
300 - Water & Sewer	0.00	0.00	-519,570.79	6,505.81	6,505.81
400 - MEDC	20,882.00	20,882.00	40,229.56	720,034.76	699,152.76
500 - Debt Service	8,148.00	8,148.00	62,055.04	-40,973.26	-49,121.26
700 - Court Security	5,105.00	5,105.00	844.72	5,727.99	622.99
710 - Child Safety	101.00	101.00	88.80	117.89	16.89
720 - Truancy Prevention	7,005.00	7,005.00	838.73	5,643.09	-1,361.91
730 - Jury - Local	126.00	126.00	16.28	108.22	-17.78
750 - Court Technology	5,090.00	5,090.00	770.21	4,456.60	-633.40
800 - Hotel Occupancy	40.00	40.00	85.24	2,339.64	2,299.64
850 - Police Asset	0.00	0.00	47.43	457.17	457.17
860 - Shop w/a Cop	10.00	10.00	17.58	5,719.36	5,709.36
880 - CCPD - Crime Control & Prev	0.00	0.00	89,007.93	199,260.37	199,260.37
Report Surplus (Deficit):	**218,508.00**	**218,508.00**	**-476,611.38**	**1,638,168.50**	**1,419,660.50**

Pooled Cash Report

City of Montgomery, TX

For the Period Ending 5/31/2025

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH				
100-10100-00000	Claim on Cash - General Fund 100	2,840,738.80	106,509.71	2,947,248.51
150-10100-00000	Claim on Cash - PID Fund 150	47,094.35	0.00	47,094.35
200-10100-00000	Claim on Cash - Construction Fund 200	(1,483,291.12)	(75,961.33)	(1,559,252.45)
300-10100-00000	Claim on Cash - Water & Sewer Fund 300	604,824.05	(445,474.73)	159,349.32
400-10100-00000	Claim on Cash - MEDC Fund 400	1,756,859.85	32,105.93	1,788,965.78
500-10100-00000	Claim on Cash - Debt Service Fund 500	(48,376.36)	61,526.73	13,150.37
550-10100-00000	Claim on Cash - General Long Term Debt Fund 550	0.00	0.00	0.00
600-10100-00000	Claim on Cash - Grant Acct Fund 600	20.10	0.00	20.10
700-10100-00000	Claim on Cash - Court Security Fund 700	15,648.18	844.72	16,492.90
710-10100-00000	Claim on Cash - Child Safety	154.09	88.80	242.89
720-10100-00000	Claim on Cash - Truancy Prevention	12,414.00	838.73	13,252.73
730-10100-00000	Claim on Cash - Jury-Local	91.94	16.28	108.22
750-10100-00000	Claim on Cash - Court Technology Fund 750	36,132.47	770.21	36,902.68
800-10100-00000	Claim on Cash - Hotel Occupancy Fund 800	27,654.07	85.24	27,739.31
850-10100-00000	Claim on Cash - Police Asset Fund 850	15,388.60	47.43	15,436.03
860-10100-00000	Claim on Cash - Shop w/a Cop	5,701.78	17.58	5,719.36
870-10100-00000	Claim on Cash - PD Drug & Misc	0.00	0.00	0.00
880-10100-00000	Claim on Cash - CCPD	110,252.44	89,007.93	199,260.37
TOTAL CLAIM ON CASH		3,941,307.24	(229,576.77)	3,711,730.47
CASH IN BANK				
Cash in Bank				
999-10610-00000	Pooled Cash - Operating	3,000,079.59	(232,602.34)	2,767,477.25
999-10620-00000	Pooled Cash - Construction	273.09	0.88	273.97
999-10630-00000	Pooled Cash - Water & Sewer	0.00	0.00	0.00
999-10640-00000	Pooled Cash - MEDC	739,740.06	2,378.15	742,118.21
999-10650-00000	Pooled Cash - Debt Service	57,924.01	186.12	58,110.13
999-10660-00000	Pooled Cash - Grant	0.00	0.00	0.00
999-10661-00000	Pooled Cash - Grant 1	0.00	0.00	0.00
999-10662-00000	Pooled Cash - Grant 2	0.00	0.00	0.00
999-10670-00000	Pooled Cash - Court Security	0.00	0.00	0.00
999-10675-00000	Pooled Cash - Court Tech	0.00	0.00	0.00
999-10680-00000	Pooled Cash - HOT	0.00	0.00	0.00
999-10685-00000	Pooled Cash - PD Forfeiture	0.00	0.00	0.00
999-10687-00000	Pooled Cash - PD Drug & Misc	0.00	0.00	0.00
999-10699-00000	Pooled Cash - Home Depot Escrow	143,290.49	460.42	143,750.91
TOTAL: Cash in Bank		3,941,307.24	(229,576.77)	3,711,730.47
Wages Payable				
999-23099-00000	Wages Payable	0.00	0.00	0.00
TOTAL: Wages Payable		0.00	0.00	0.00
TOTAL CASH IN BANK		3,941,307.24	(229,576.77)	3,711,730.47
DUE TO OTHER FUNDS				
999-24290-00000	Due To Other Funds	3,941,307.24	(229,576.77)	3,711,730.47
TOTAL DUE TO OTHER FUNDS		3,941,307.24	(229,576.77)	3,711,730.47

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
Claim on Cash	3,711,730.47	**Claim on Cash**	3,711,730.47	**Cash in Bank**	3,711,730.47
Cash in Bank	3,711,730.47	**Due To Other Funds**	3,711,730.47	**Due To Other Funds**	3,711,730.47
Difference	0.00	**Difference**	0.00	**Difference**	0.00

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
ACCOUNTS PAYABLE PENDING				
100-22099-00000	Accounts Payable Pending	148,183.26	81,637.83	229,821.09
150-22099-00000	Accounts Payable Pending	0.00	0.00	0.00
200-22099-00000	Accounts Payable Pending	31,312.70	94,573.48	125,886.18
300-22099-00000	Accounts Payable Pending	41,688.78	76,506.30	118,195.08
400-22099-00000	Accounts Payable Pending	466.00	(466.00)	0.00
500-22099-00000	Accounts Payable Pending	0.00	0.00	0.00
550-22099-00000	Accounts Payable Pending	0.00	0.00	0.00
600-22099-00000	Accounts Payable Pending	0.00	0.00	0.00
700-22099-00000	Accounts Payable Pending	0.00	0.00	0.00
750-22099-00000	Accounts Payable Pending	0.00	0.00	0.00
800-22099-00000	Accounts Payable Pending	0.00	0.00	0.00
850-22099-00000	Accounts Payable Pending	0.00	0.00	0.00
TOTAL ACCOUNTS PAYABLE PENDING		221,650.74	252,251.61	473,902.35
DUE FROM OTHER FUNDS				
999-12200-00000	Due From Other Funds	(221,650.74)	(252,251.61)	(473,902.35)
TOTAL DUE FROM OTHER FUNDS		(221,650.74)	(252,251.61)	(473,902.35)
ACCOUNTS PAYABLE				
999-22000-00000	Accounts Payable Control	221,650.74	252,251.61	473,902.35
TOTAL ACCOUNTS PAYABLE		221,650.74	252,251.61	473,902.35

AP Pending	473,902.35	**AP Pending**	473,902.35	**Due From Other Funds**	473,902.35
Due From Other Funds	473,902.35	**Accounts Payable**	473,902.35	**Accounts Payable**	473,902.35
Difference	0.00	**Difference**	0.00	**Difference**	0.00

Pooled Cash Report

City of Montgomery, TX

For the Period Ending 5/31/2025

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH				
100-10110-00000	Claim on Pooled Investments - General Fund	2,932,055.87	10,727.12	2,942,782.99
150-10110-00000	Claim on Pooled Investments - PID	0.00	0.00	0.00
200-10110-00000	Claim on Pooled Investments - Construction	4,941,336.96	18,078.24	4,959,415.20
300-10110-00000	Claim on Pooled Investments - Water & Sewer	1,978,042.66	6,724.63	1,984,767.29
400-10110-00000	Claim on Pooled Investments - MEDC	2,093,064.98	7,657.63	2,100,722.61
500-10110-00000	Claim on Pooled Investments - Debt Service	4,398.43	528.31	4,926.74
550-10110-00000	Claim on Pooled Investments - Long Term Debt	0.00	0.00	0.00
600-10110-00000	Claim on Pooled Investments - Grants	0.00	0.00	0.00
800-10110-00000	Claim on Pooled Investments - HOT	0.00	0.00	0.00
850-10110-00000	Claim on Pooled Investments - Police Assets	0.00	0.00	0.00
TOTAL CLAIM ON CASH		11,948,898.90	43,715.93	11,992,614.83
CASH IN BANK				
Cash in Bank				
997-10610-00000	Pooled Inv - General Fund	2,527,866.03	9,248.36	2,537,114.39
997-10611-00000	Pooled Inv - General Fund Reimb	404,189.84	1,478.76	405,668.60
997-10620-00000	Pooled Inv - Infrastructure	53,274.27	194.93	53,469.20
997-10621-00000	Pooled Inv - Mobility	11,407.62	41.73	11,449.35
997-10622-00000	Pooled Inv - Building Fund	783,446.15	2,866.30	786,312.45
997-10629-00000	Pooled Inv - ARPA	383,553.78	1,403.28	384,957.06
997-10630-00000	Pooled Inv - Utility Fund	1,838,042.67	6,724.63	1,844,767.30
997-10640-00000	Pooled Inv - MEDC General	1,594,934.48	5,835.18	1,600,769.66
997-10641-00000	Pooled Inv - MEDC Reimb	269,958.98	987.65	270,946.63
997-10642-00000	Pooled Inv - MEDC Downtown	228,171.52	834.80	229,006.32
997-10650-00000	Pooled Inv - TR C of O 2024	3,709,655.14	13,572.00	3,723,227.14
997-10651-00000	Pooled Inv - Debt Service TWDB	144,398.42	528.31	144,926.73
TOTAL: Cash in Bank		11,948,898.90	43,715.93	11,992,614.83
TOTAL CASH IN BANK		11,948,898.90	43,715.93	11,992,614.83
DUE TO OTHER FUNDS				
997-24290-00000	Due To Other Funds	11,948,898.90	43,715.93	11,992,614.83
TOTAL DUE TO OTHER FUNDS		11,948,898.90	43,715.93	11,992,614.83

Claim on Cash	11,992,614.83	**Claim on Cash**	11,992,614.83	**Cash in Bank**	11,992,614.83
Cash in Bank	11,992,614.83	**Due To Other Funds**	11,992,614.83	**Due To Other Funds**	11,992,614.83
Difference	0.00	**Difference**	0.00	**Difference**	0.00

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRE BALANCE

City of Montgomery, TX

Budget Report
Account Summary
For Fiscal: 2024-2025 Period Ending: 05/31/2025

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund							
Revenue							
Department: 00 - Revenue							
100-00-41100-0000000	Ad Valorem Taxes - Current	1,548,638.00	1,548,638.00	13,285.43	1,619,618.71	70,980.71	104.58 %
100-00-41110-0000000	Ad Valorem Taxes - Delinquent	5,000.00	5,000.00	0.09	9,864.06	4,864.06	197.28 %
100-00-41120-0000000	Penalty & Interest - Current	10,000.00	10,000.00	1,297.66	7,964.10	-2,035.90	20.36 %
100-00-41130-0000000	Penalty & Interest - Delinquent	3,000.00	3,000.00	0.11	2,179.32	-820.68	27.36 %
100-00-41140-0000000	Rendition Penalty	100.00	100.00	0.00	1,271.83	1,171.83	1,271.83 %
100-00-41230-0000000	Right of Way Use Fees	6,000.00	6,000.00	1,774.41	5,395.37	-604.63	10.08 %
100-00-41300-0000000	Franchise Tax	95,000.00	95,000.00	3,683.65	7,894.86	-87,105.14	91.69 %
100-00-41400-0000000	Sales Tax	2,830,000.00	2,830,000.00	353,582.45	2,341,364.61	-488,635.39	17.27 %
100-00-41405-0000000	Sales Tax ILO AdVal Tax	1,415,000.00	1,415,000.00	176,791.22	1,170,682.31	-244,317.69	17.27 %
100-00-41410-0000000	Mixed Beverage Tax	27,000.00	27,000.00	3,627.83	28,470.15	1,470.15	105.45 %
100-00-42110-0000000	Vendor/Beverage Permits	2,500.00	2,500.00	85.00	1,410.00	-1,090.00	43.60 %
100-00-42210-0000000	Building Permits/MEP	485,000.00	485,000.00	24,241.00	373,190.11	-111,809.89	23.05 %
100-00-43413-0000000	Leose Funds - PD	1,050.00	1,050.00	0.00	3,035.65	1,985.65	289.11 %
100-00-44110-0000000	Fines	216,260.00	216,260.00	20,651.36	163,192.30	-53,067.70	24.54 %
100-00-44205-0000000	Wrecker Service Fees	250.00	250.00	0.00	520.00	270.00	208.00 %
100-00-44210-0000000	Sign Fees	3,000.00	3,000.00	450.00	875.00	-2,125.00	70.83 %
100-00-44215-0000000	Plats, Zoning, Misc.	6,000.00	6,000.00	1,014.58	7,102.32	1,102.32	118.37 %
100-00-44220-0000000	Culverts	1,000.00	1,000.00	282.50	1,173.75	173.75	117.38 %
100-00-44250-0000000	Credit Card Fees	2,000.00	2,000.00	1,193.30	8,297.40	6,297.40	414.87 %
100-00-46110-0000000	Community Building Rental	10,000.00	10,000.00	1,250.00	8,975.00	-1,025.00	10.25 %
100-00-46200-0000000	Interest Income	2,000.00	2,000.00	9,017.96	85,323.57	83,323.57	4,266.18 %
100-00-46210-0000000	Interest Income - Inv	80,000.00	80,000.00	10,727.12	86,552.48	6,552.48	108.19 %
100-00-46840-0000000	Transfers In - MEDC	187,354.00	187,354.00	15,612.83	124,902.68	-62,451.32	33.33 %
100-00-46900-0000000	Unanticipated Income	20,000.00	20,000.00	269.80	125,691.94	105,691.94	628.46 %
	Department: 00 - Revenue Total:	**6,956,152.00**	**6,956,152.00**	**638,838.30**	**6,184,947.52**	**-771,204.48**	**11.09%**
	Revenue Total:	**6,956,152.00**	**6,956,152.00**	**638,838.30**	**6,184,947.52**	**-771,204.48**	**11.09%**
Expense							
Department: 10 - Administration							
100-10-51010-0000000	Wages	664,622.00	664,622.00	48,639.77	354,543.32	310,078.68	46.65 %
100-10-51015-0000000	Overtime	697.00	697.00	136.56	9,096.64	-8,399.64	-1,205.11 %
100-10-51020-0000000	Payroll Taxes	53,120.00	53,120.00	3,622.21	28,285.16	24,834.84	46.75 %
100-10-51100-0000000	Health Insurance	91,258.00	91,258.00	4,784.80	39,951.78	51,306.22	56.22 %
100-10-51120-0000000	Unemployment Insurance	790.00	790.00	19.60	569.76	220.24	27.88 %
100-10-51130-0000000	Workers Comp	1,805.00	1,805.00	150.08	750.91	1,054.09	58.40 %
100-10-51150-0000000	Retirement Expense	71,828.00	71,828.00	5,214.19	31,483.35	40,344.65	56.17 %
100-10-51160-0000000	Employee Assistance Program	720.00	720.00	0.00	514.28	205.72	28.57 %
100-10-52100-0000000	Legal Fees	100,000.00	100,000.00	43,836.09	152,021.93	-52,021.93	-52.02 %
100-10-52120-0000000	Audit Fees	36,000.00	36,000.00	0.00	21,550.00	14,450.00	40.14 %
100-10-52310-0000000	Copier/Fax Machine	11,000.00	11,000.00	922.50	8,192.42	2,807.58	25.52 %
100-10-52340-4690806	Leases - Parks and Recreation - Ad...	0.00	0.00	0.00	865.05	-865.05	0.00 %
100-10-52410-0000000	Telephone	8,250.00	8,250.00	410.22	4,329.78	3,920.22	47.52 %
100-10-52501-0000000	Advertising/Promotion	2,000.00	2,000.00	1,072.06	1,072.06	927.94	46.40 %
100-10-52502-0000000	Legal Notices & Publications	12,000.00	12,000.00	-148.32	2,512.98	9,487.02	79.06 %
100-10-52503-0000000	Recording Fees	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
100-10-52505-0000000	Codification	5,000.00	5,000.00	0.00	1,349.04	3,650.96	73.02 %
100-10-52506-0000000	Records Mgt/Retention	1,500.00	1,500.00	0.00	600.00	900.00	60.00 %
100-10-52507-0000000	Records Requests FOIA Program	6,300.00	6,300.00	0.00	6,548.86	-248.86	-3.95 %
100-10-52512-0000000	General Consultant Fees	235,000.00	235,000.00	7,637.55	117,901.22	117,098.78	49.83 %
100-10-52519-0000000	Records Shredding	1,000.00	1,000.00	807.00	807.00	193.00	19.30 %

Budget Report **For Fiscal: 2024-2025 Period Ending: 05/31/2025**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-10-52520-0000000	Inspections/Permits	364,000.00	364,000.00	37,666.42	235,258.32	128,741.68	35.37 %
100-10-52544-0000000	Tax Assessor Fees	20,000.00	20,000.00	0.00	11,441.64	8,558.36	42.79 %
100-10-52545-0000000	Election	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00 %
100-10-52546-0000000	Support Staff	0.00	0.00	4,029.72	23,842.51	-23,842.51	0.00 %
100-10-52549-0000000	Computer Technology	51,750.00	51,750.00	16,402.21	58,980.64	-7,230.64	-13.97 %
100-10-52554-0000000	Software Upgrades	30,000.00	30,000.00	480.00	18,725.00	11,275.00	37.58 %
100-10-52557-0000000	Medical Exams & Testing	2,000.00	2,000.00	229.77	459.21	1,540.79	77.04 %
100-10-53100-0000000	Operating Supplies	2,500.00	2,500.00	89.86	1,885.59	614.41	24.58 %
100-10-53105-0000000	Printing & Office supplies	4,500.00	4,500.00	417.44	3,320.13	1,179.87	26.22 %
100-10-53106-0000000	Postage	3,500.00	3,500.00	269.46	1,078.05	2,421.95	69.20 %
100-10-53410-0000000	Travel & Training	20,000.00	20,000.00	1,903.19	9,447.76	10,552.24	52.76 %
100-10-53411-0000000	Travel & Training - Council	2,500.00	2,500.00	325.00	1,142.56	1,357.44	54.30 %
100-10-53420-0000000	Community Relations	5,000.00	5,000.00	0.00	5,933.27	-933.27	-18.67 %
100-10-53425-0000000	Dues & Subscriptions	4,000.00	4,000.00	35.00	2,658.09	1,341.91	33.55 %
100-10-53431-0000000	Insurance - Liability	1,948.00	1,948.00	10,249.13	12,066.44	-10,118.44	-519.43 %
100-10-53432-0000000	Insurance - Property	2,708.00	2,708.00	241.55	1,922.40	785.60	29.01 %
100-10-53434-0000000	Insurance - Bond	500.00	500.00	0.00	0.00	500.00	100.00 %
100-10-53440-0000000	Employee Appreciation	5,000.00	5,000.00	1,282.07	2,555.72	2,444.28	48.89 %
100-10-53451-0000000	Misc Expenses - Other	1,000.00	1,000.00	0.00	896.63	103.37	10.34 %
100-10-53454-0000000	CC Merchant Fees	18,000.00	18,000.00	2,496.75	12,589.64	5,410.36	30.06 %
100-10-54110-0000000	380 Sales Tax Rebate	490,000.00	490,000.00	0.00	0.00	490,000.00	100.00 %
100-10-54120-0000000	380 Ad Valorem Tax Rebate	160,000.00	160,000.00	0.00	0.00	160,000.00	100.00 %
100-10-55310-0000000	CO - Furniture	1,000.00	1,000.00	57.99	285.97	714.03	71.40 %
100-10-55415-0000000	CO - Miscellaneous	0.00	0.00	0.00	289,600.00	-289,600.00	0.00 %
	Department: 10 - Administration Total:	**2,555,796.00**	**2,555,796.00**	**193,279.87**	**1,477,035.11**	**1,078,760.89**	**42.21%**
Department: 11 - Police							
100-11-51010-0000000	Wages	1,407,127.00	1,407,127.00	165,305.46	911,043.14	496,083.86	35.26 %
100-11-51015-0000000	Overtime	60,000.00	60,000.00	5,708.39	48,344.98	11,655.02	19.43 %
100-11-51020-0000000	Payroll Taxes	113,461.00	113,461.00	12,708.34	74,657.23	38,803.77	34.20 %
100-11-51100-0000000	Health Insurance	221,356.00	221,356.00	18,371.16	147,972.26	73,383.74	33.15 %
100-11-51120-0000000	Unemployment Insurance	2,106.00	2,106.00	0.00	1,103.60	1,002.40	47.60 %
100-11-51130-0000000	Workers Comp	47,666.00	47,666.00	3,801.71	27,607.38	20,058.62	42.08 %
100-11-51150-0000000	Retirement Expense	158,549.00	158,549.00	18,281.41	106,421.46	52,127.54	32.88 %
100-11-51160-0000000	Employee Assistance Program	2,250.00	2,250.00	0.00	2,314.31	-64.31	-2.86 %
100-11-52210-0000000	Auto Repairs	35,000.00	35,000.00	169.20	23,527.77	11,472.23	32.78 %
100-11-52255-0000000	Equipment repairs	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-11-52310-0000000	Copier/Fax Machine	6,000.00	6,000.00	465.00	3,950.21	2,049.79	34.16 %
100-11-52410-0000000	Telephone	12,720.00	12,720.00	410.24	6,741.31	5,978.69	47.00 %
100-11-52506-0000000	Records Mgt/Retention	500.00	500.00	0.00	0.00	500.00	100.00 %
100-11-52547-0000000	Mobil Data Terminal	14,000.00	14,000.00	0.00	3,812.05	10,187.95	72.77 %
100-11-52549-0000000	Computer Technology	51,500.00	51,500.00	254.60	34,414.22	17,085.78	33.18 %
100-11-52552-0000000	Code Enforcement	2,500.00	2,500.00	0.00	2,500.00	0.00	0.00 %
100-11-52557-0000000	Medical Exams & Testing	2,000.00	2,000.00	0.00	590.00	1,410.00	70.50 %
100-11-52561-0000000	Radio Fees	6,500.00	6,500.00	0.00	1,616.00	4,884.00	75.14 %
100-11-53100-0000000	Operating Supplies	6,000.00	6,000.00	338.16	5,772.99	227.01	3.78 %
100-11-53105-0000000	Printing & Office supplies	4,000.00	4,000.00	275.19	1,258.98	2,741.02	68.53 %
100-11-53106-0000000	Postage	500.00	500.00	0.00	20.19	479.81	95.96 %
100-11-53130-0000000	Uniforms & Safety Equip	10,000.00	10,000.00	45.87	7,876.73	2,123.27	21.23 %
100-11-53131-0000000	Protective Gear	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
100-11-53132-0000000	Emergency Equipment	16,500.00	16,500.00	0.00	11,426.15	5,073.85	30.75 %
100-11-53133-0000000	Tools	500.00	500.00	0.00	0.00	500.00	100.00 %
100-11-53140-0000000	Fuel	65,000.00	65,000.00	6,310.20	37,504.97	27,495.03	42.30 %
100-11-53145-0000000	Radios	15,000.00	15,000.00	0.00	20,755.48	-5,755.48	-38.37 %
100-11-53410-0000000	Travel & Training	25,000.00	25,000.00	1,140.00	19,548.52	5,451.48	21.81 %
100-11-53420-0000000	Community Relations	6,500.00	6,500.00	276.88	7,353.25	-853.25	-13.13 %
100-11-53425-0000000	Dues & Subscriptions	2,500.00	2,500.00	0.00	1,076.00	1,424.00	56.96 %
100-11-53431-0000000	Insurance - Liability	27,954.00	27,954.00	3,019.86	29,490.68	-1,536.68	-5.50 %
100-11-53432-0000000	Insurance - Property	11,032.00	11,032.00	889.50	9,302.64	1,729.36	15.68 %

Budget Report **For Fiscal: 2024-2025 Period Ending: 05/31/2025**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-11-53440-0000000	Employee Appreciation	3,000.00	3,000.00	0.00	431.55	2,568.45	85.62 %
100-11-53451-0000000	Misc Expenses - Other	0.00	0.00	59.86	247.56	-247.56	0.00 %
100-11-55310-0000000	CO - Furniture	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-11-55311-0000000	CO - Police Cars	93,351.00	93,351.00	5,720.19	60,814.65	32,536.35	34.85 %
100-11-55312-0000000	CO - Emergency Lights, Decals	20,000.00	20,000.00	0.00	14,036.08	5,963.92	29.82 %
100-11-55313-0000000	CO - Computers Equipment	27,000.00	27,000.00	0.00	15,962.74	11,037.26	40.88 %
100-11-55314-0000000	CO - Radar	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
100-11-55316-0000000	CO - Ballistic Vests & Shields	8,500.00	8,500.00	0.00	2,353.96	6,146.04	72.31 %
100-11-55317-0000000	CO - Patrol Weapons	26,000.00	26,000.00	0.00	25,163.41	836.59	3.22 %
100-11-55318-0000000	CO - Traffic Equipment	25,000.00	25,000.00	0.00	25,000.00	0.00	0.00 %
100-11-55319-0000000	CO - Investigate & Testing Equipme...	12,000.00	12,000.00	0.00	11,799.10	200.90	1.67 %
100-11-55325-0000000	CO - Heavey Equipment Upkeep	11,800.00	11,800.00	0.00	-5,096.63	16,896.63	143.19 %
100-11-55396-0000000	CO - Vehicle Replacement - CPF 240...	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
100-11-55412-0000000	CO - Tyler Public Safety	107,000.00	107,000.00	0.00	13,489.10	93,510.90	87.39 %
	Department: 11 - Police Total:	**2,707,372.00**	**2,707,372.00**	**243,551.22**	**1,712,204.02**	**995,167.98**	**36.76%**
Department: 12 - Public Works							
100-12-51010-0000000	Wages	225,161.00	225,161.00	26,584.97	133,307.35	91,853.65	40.79 %
100-12-51015-0000000	Overtime	5,500.00	5,500.00	327.82	3,357.68	2,142.32	38.95 %
100-12-51020-0000000	Payroll Taxes	17,832.00	17,832.00	2,042.49	10,892.38	6,939.62	38.92 %
100-12-51100-0000000	Health Insurance	41,792.00	41,792.00	2,773.31	22,008.95	19,783.05	47.34 %
100-12-51120-0000000	Unemployment Insurance	878.00	878.00	19.96	400.53	477.47	54.38 %
100-12-51130-0000000	Workers Comp	6,713.00	6,713.00	350.16	3,358.97	3,354.03	49.96 %
100-12-51150-0000000	Retirement Expense	21,909.00	21,909.00	2,572.26	13,338.52	8,570.48	39.12 %
100-12-51160-0000000	Employee Assistance Program	375.00	375.00	0.00	450.00	-75.00	-20.00 %
100-12-52110-0000000	Engineering	110,000.00	110,000.00	48,838.58	135,919.04	-25,919.04	-23.56 %
100-12-52210-0000000	Auto Repairs	6,000.00	6,000.00	0.00	4,767.46	1,232.54	20.54 %
100-12-52221-0000000	Bldg Repairs-City Hall	26,000.00	26,000.00	0.00	3,736.77	22,263.23	85.63 %
100-12-52222-0000000	Bldg Repairs - Comm Center	5,000.00	5,000.00	0.00	1,521.04	3,478.96	69.58 %
100-12-52224-0000000	City Hall Cleaning	13,000.00	13,000.00	1,200.00	8,160.00	4,840.00	37.23 %
100-12-52231-0000000	Park Maint - Memory Pk	10,000.00	10,000.00	143.02	821.44	9,178.56	91.79 %
100-12-52232-0000000	Park Maint - Fernland	10,000.00	10,000.00	12.00	15,041.99	-5,041.99	-50.42 %
100-12-52233-0000000	Park Maint - Cedar Brake Park	10,000.00	10,000.00	3,449.79	14,211.33	-4,211.33	-42.11 %
100-12-52234-0000000	Park Maint - Homecoming Park	10,000.00	10,000.00	12.00	905.09	9,094.91	90.95 %
100-12-52235-0000000	Mowing	140,000.00	140,000.00	0.00	53,710.00	86,290.00	61.64 %
100-12-52240-0000000	Downtown Repairs	2,000.00	2,000.00	0.00	337.44	1,662.56	83.13 %
100-12-52250-0000000	Vehicles & Equipment - Maint	3,500.00	3,500.00	421.15	2,819.06	680.94	19.46 %
100-12-52255-0000000	Equipment repairs	4,000.00	4,000.00	0.00	4,253.62	-253.62	-6.34 %
100-12-52265-0000000	Streets - Contract Labor	250,000.00	250,000.00	0.00	69,000.48	180,999.52	72.40 %
100-12-52270-0000000	Mosquito Spraying	6,500.00	6,500.00	900.00	3,150.00	3,350.00	51.54 %
100-12-52410-0000000	Telephone	9,000.00	9,000.00	534.50	5,506.77	3,493.23	38.81 %
100-12-52421-0000000	Utilities - Street Lights	15,500.00	15,500.00	1,295.57	10,127.00	5,373.00	34.66 %
100-12-52422-0000000	Utilities - Downtown Utilities	1,500.00	1,500.00	25.72	823.27	676.73	45.12 %
100-12-52423-0000000	Utilities - Cedar Brake Park	2,200.00	2,200.00	138.84	1,381.88	818.12	37.19 %
100-12-52424-0000000	Utilities - Homecoming Park	1,200.00	1,200.00	81.30	615.55	584.45	48.70 %
100-12-52425-0000000	Utilities - Fernland Park	6,000.00	6,000.00	434.02	4,062.16	1,937.84	32.30 %
100-12-52426-0000000	Utilities - City Hall	14,300.00	14,300.00	854.67	6,477.89	7,822.11	54.70 %
100-12-52427-0000000	Utilities - Community Center Buildi...	6,500.00	6,500.00	558.12	5,749.79	750.21	11.54 %
100-12-52428-0000000	Utilities - Memory Park	9,000.00	9,000.00	2,238.01	10,453.69	-1,453.69	-16.15 %
100-12-52429-0000000	Utilities - 213 Prairie	1,885.00	1,885.00	28.50	513.26	1,371.74	72.77 %
100-12-52430-0000000	Utilities - Electronic Sign-City	1,590.00	1,590.00	0.00	463.02	1,126.98	70.88 %
100-12-52549-0000000	Computer Technology	22,000.00	22,000.00	1,449.60	19,020.11	2,979.89	13.54 %
100-12-53100-0000000	Operating Supplies	8,000.00	8,000.00	105.47	3,094.39	4,905.61	61.32 %
100-12-53105-0000000	Printing & Office supplies	1,600.00	1,600.00	0.00	1,080.49	519.51	32.47 %
100-12-53106-0000000	Postage	750.00	750.00	0.00	0.00	750.00	100.00 %
100-12-53130-0000000	Uniforms & Safety Equip	4,700.00	4,700.00	224.33	2,065.56	2,634.44	56.05 %
100-12-53133-0000000	Tools	3,300.00	3,300.00	151.96	2,891.23	408.77	12.39 %
100-12-53140-0000000	Fuel	14,000.00	14,000.00	771.44	7,174.15	6,825.85	48.76 %
100-12-53180-0000000	Cedar Break Park - S&E	2,000.00	2,000.00	157.56	821.85	1,178.15	58.91 %

Budget Report **For Fiscal: 2024-2025 Period Ending: 05/31/2025**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-12-53181-0000000	Homecoming Park - S&E	2,000.00	2,000.00	157.58	621.93	1,378.07	68.90 %
100-12-53182-0000000	Fernland Park -S&E	2,000.00	2,000.00	182.57	1,177.16	822.84	41.14 %
100-12-53183-0000000	Memory Park - S&E	2,000.00	2,000.00	157.58	479.51	1,520.49	76.02 %
100-12-53184-0000000	Community Building - S&E	2,000.00	2,000.00	77.58	397.47	1,602.53	80.13 %
100-12-53220-0000000	Street Repairs - Minor	10,000.00	10,000.00	0.00	1,326.56	8,673.44	86.73 %
100-12-53230-0000000	Streets & Drainage - S&E	2,000.00	2,000.00	0.00	375.00	1,625.00	81.25 %
100-12-53235-0000000	Culverts	1,000.00	1,000.00	0.00	127.01	872.99	87.30 %
100-12-53338-0000000	Street Signs	3,300.00	3,300.00	1,567.50	1,827.90	1,472.10	44.61 %
100-12-53410-0000000	Travel & Training	5,500.00	5,500.00	802.00	1,740.53	3,759.47	68.35 %
100-12-53420-0000000	Community Relations	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
100-12-53425-0000000	Dues & Subscriptions	2,000.00	2,000.00	105.00	718.88	1,281.12	64.06 %
100-12-53431-0000000	Insurance - Liability	5,027.00	5,027.00	598.90	5,991.40	-964.40	-19.18 %
100-12-53432-0000000	Insurance - Property	1,528.00	1,528.00	125.15	1,471.90	56.10	3.67 %
100-12-53451-0000000	Misc Expenses - Other	1,000.00	1,000.00	0.00	186.32	813.68	81.37 %
100-12-55110-0000000	CO - General Improvements	20,000.00	20,000.00	0.00	3,310.00	16,690.00	83.45 %
100-12-55120-0000000	CO - Drainage Improvements	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
100-12-55185-0000000	CO - Park Improvements	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
100-12-55313-0000000	CO - Computers Equipment	0.00	0.00	0.00	474.94	-474.94	0.00 %
100-12-55320-0000000	CO - Public Works Items	23,000.00	23,000.00	1,004.30	20,520.40	2,479.60	10.78 %
	Department: 12 - Public Works Total:	**1,184,540.00**	**1,184,540.00**	**103,475.28**	**628,538.11**	**556,001.89**	**46.94%**
Department: 13 - Court							
100-13-51010-0000000	Wages	176,058.00	176,058.00	20,571.43	114,344.35	61,713.65	35.05 %
100-13-51015-0000000	Overtime	2,400.00	2,400.00	299.36	1,666.39	733.61	30.57 %
100-13-51020-0000000	Payroll Taxes	13,786.00	13,786.00	1,544.94	8,988.38	4,797.62	34.80 %
100-13-51100-0000000	Health Insurance	35,075.00	35,075.00	2,968.84	23,675.49	11,399.51	32.50 %
100-13-51120-0000000	Unemployment Insurance	351.00	351.00	0.00	189.00	162.00	46.15 %
100-13-51130-0000000	Workers Comp	478.00	478.00	50.02	247.44	230.56	48.23 %
100-13-51150-0000000	Retirement Expense	19,264.00	19,264.00	2,231.09	12,878.20	6,385.80	33.15 %
100-13-51160-0000000	Employee Assistance Program	375.00	375.00	0.00	385.71	-10.71	-2.86 %
100-13-52130-0000000	Judge's Fee	12,000.00	12,000.00	750.00	6,250.00	5,750.00	47.92 %
100-13-52135-0000000	Prosecutors Fees	10,000.00	10,000.00	1,800.00	7,650.00	2,350.00	23.50 %
100-13-52310-0000000	Copier/Fax Machine	11,500.00	11,500.00	817.50	6,762.39	4,737.61	41.20 %
100-13-52410-0000000	Telephone	5,350.00	5,350.00	391.77	2,980.65	2,369.35	44.29 %
100-13-52506-0000000	Records Mgt/Retention	1,600.00	1,600.00	0.00	0.00	1,600.00	100.00 %
100-13-52512-0000000	General Consultant Fees	0.00	0.00	0.00	374.50	-374.50	0.00 %
100-13-52519-0000000	Records Shredding	350.00	350.00	0.00	0.00	350.00	100.00 %
100-13-52549-0000000	Computer Technology	30,000.00	30,000.00	8,466.88	20,831.74	9,168.26	30.56 %
100-13-53100-0000000	Operating Supplies	2,500.00	2,500.00	0.00	1,598.80	901.20	36.05 %
100-13-53105-0000000	Printing & Office supplies	1,400.00	1,400.00	72.97	517.11	882.89	63.06 %
100-13-53106-0000000	Postage	3,500.00	3,500.00	269.46	3,445.99	54.01	1.54 %
100-13-53130-0000000	Uniforms & Safety Equip	100.00	100.00	0.00	0.00	100.00	100.00 %
100-13-53410-0000000	Travel & Training	2,000.00	2,000.00	0.00	1,816.30	183.70	9.19 %
100-13-53420-0000000	Community Relations	400.00	400.00	0.00	0.00	400.00	100.00 %
100-13-53425-0000000	Dues & Subscriptions	300.00	300.00	0.00	240.00	60.00	20.00 %
100-13-53431-0000000	Insurance - Liability	1,948.00	1,948.00	249.13	2,066.44	-118.44	-6.08 %
100-13-53432-0000000	Insurance - Property	2,708.00	2,708.00	241.55	1,922.40	785.60	29.01 %
100-13-53433-0000000	Crime Insurance	500.00	500.00	40.71	325.68	174.32	34.86 %
100-13-53451-0000000	Misc Expenses - Other	100.00	100.00	0.00	0.00	100.00	100.00 %
100-13-55310-0000000	CO - Furniture	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
	Department: 13 - Court Total:	**337,043.00**	**337,043.00**	**40,765.65**	**219,156.96**	**117,886.04**	**34.98%**
	Expense Total:	**6,784,751.00**	**6,784,751.00**	**581,072.02**	**4,036,934.20**	**2,747,816.80**	**40.50%**
	Fund: 100 - General Fund Surplus (Deficit):	**171,401.00**	**171,401.00**	**57,766.28**	**2,148,013.32**	**1,976,612.32**	**-1,153.21%**

Budget Report **For Fiscal: 2024-2025 Period Ending: 05/31/2025**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 150 - Montgomery PID							
Revenue							
Department: 00 - Revenue							
150-00-41150-0000000	PID Tax Revenue	46,595.00	46,595.00	0.00	46,269.35	-325.65	0.70 %
	Department: 00 - Revenue Total:	**46,595.00**	**46,595.00**	**0.00**	**46,269.35**	**-325.65**	**0.70%**
	Revenue Total:	**46,595.00**	**46,595.00**	**0.00**	**46,269.35**	**-325.65**	**0.70%**
Expense							
Department: 15 - Montgomery PID							
150-15-54150-0000000	PID Property Tax Reimb	45,995.00	45,995.00	0.00	0.00	45,995.00	100.00 %
	Department: 15 - Montgomery PID Total:	**45,995.00**	**45,995.00**	**0.00**	**0.00**	**45,995.00**	**100.00%**
	Expense Total:	**45,995.00**	**45,995.00**	**0.00**	**0.00**	**45,995.00**	**100.00%**
	Fund: 150 - Montgomery PID Surplus (Deficit):	**600.00**	**600.00**	**0.00**	**46,269.35**	**45,669.35**	**-7,611.56%**
Fund: 200 - Capital Projects							
Revenue							
Department: 00 - Revenue							
200-00-43401-0000000	Other - Proceeds GLO	0.00	0.00	0.00	3,368.00	3,368.00	0.00 %
200-00-46210-0000000	Interest Income - Inv	0.00	0.00	18,079.12	145,905.83	145,905.83	0.00 %
200-00-46835-0000000	Transfers In - Impact Fees	0.00	0.00	441,246.00	441,246.00	441,246.00	0.00 %
200-00-46849-0000000	Transfers In - MEDC - Other	0.00	0.00	16,666.67	133,333.32	133,333.32	0.00 %
200-00-49205-0000000	Developer Contributions	0.00	0.00	0.00	938,496.94	938,496.94	0.00 %
	Department: 00 - Revenue Total:	**0.00**	**0.00**	**475,991.79**	**1,662,350.09**	**1,662,350.09**	**0.00%**
	Revenue Total:	**0.00**	**0.00**	**475,991.79**	**1,662,350.09**	**1,662,350.09**	**0.00%**
Expense							
Department: 20 - Capital Projects							
200-20-52110-0000400	Eng - Old Plantersville Waterline Ext	0.00	0.00	11,833.50	38,023.69	-38,023.69	0.00 %
200-20-52110-0000500	Eng - Old Plantersville Force Main E...	0.00	0.00	1,348.75	3,392.50	-3,392.50	0.00 %
200-20-52110-0001100	Eng - Sanitary Sewer & Manhole Re...	0.00	0.00	2,681.25	11,808.75	-11,808.75	0.00 %
200-20-52110-0001400	Eng - Buffalo Springs Dr. Road Impr.	0.00	0.00	0.00	3,348.00	-3,348.00	0.00 %
200-20-52110-0001500	Eng - Buffalo Springs Dr & SH-105 T...	0.00	0.00	0.00	7,274.25	-7,274.25	0.00 %
200-20-52110-0001600	Eng - WP #2 Improvements	0.00	0.00	11,427.50	28,911.38	-28,911.38	0.00 %
200-20-52110-0001700	Eng - FM 1097 Sanitary Sewer Impr...	0.00	0.00	7,420.38	34,662.93	-34,662.93	0.00 %
200-20-52110-0001800	Eng-Lone Star Pkwy WL Ext	0.00	0.00	21,600.00	27,150.00	-27,150.00	0.00 %
200-20-52110-0001900	Eng - LS 10 Improvements Phase II	0.00	0.00	7,800.00	29,250.00	-29,250.00	0.00 %
200-20-52110-0002000	Eng-LS #5 Relocation	0.00	0.00	32,472.30	35,172.50	-35,172.50	0.00 %
200-20-52110-0002100	Eng-WP #3 Booster Pump Add	0.00	0.00	3,196.25	4,463.75	-4,463.75	0.00 %
200-20-52110-0002200	Eng-College St Drainage	0.00	0.00	26,106.25	26,608.75	-26,608.75	0.00 %
200-20-52111-0002400	Eng - Town Creek WWTP Exp	0.00	0.00	0.00	40,771.90	-40,771.90	0.00 %
200-20-52515-017B366	Grant Admin Expenses - GLO All Pro...	0.00	0.00	0.00	3,368.00	-3,368.00	0.00 %
200-20-53450-0000400	Misc - Old Plantersville Waterline Ext	0.00	0.00	0.00	5,271.00	-5,271.00	0.00 %
200-20-53450-0001100	Misc - Sanitary Sewer & Manhole R...	0.00	0.00	0.00	895.00	-895.00	0.00 %
200-20-55130-0000400	Cons - Old Plantersville Waterline E...	0.00	0.00	0.00	866,042.00	-866,042.00	0.00 %
200-20-55130-0001600	Cons - WP #2 Improvements	0.00	0.00	558,914.00	1,678,614.00	-1,678,614.00	0.00 %
200-20-55135-0000500	Cons - Old Plantersville Force Main	0.00	0.00	0.00	17,500.00	-17,500.00	0.00 %
200-20-55135-0001100	Cons - Sanitary Sewer & Manhole R...	0.00	0.00	0.00	92,400.00	-92,400.00	0.00 %
200-20-55135-0001101	Cons - 2023 Sanitary Sewer Rehab ...	0.00	0.00	0.00	1,127.00	-1,127.00	0.00 %
200-20-55135-0001700	Cons - FM 1097 Sanitary Sewer Imp...	0.00	0.00	0.00	112,404.00	-112,404.00	0.00 %
200-20-55140-0001400	Cons - Buffalo Springs Dr Road Impr	0.00	0.00	0.00	51,625.50	-51,625.50	0.00 %
200-20-55140-0001500	Cons- Buffalo Springs Dr & SH 105 T...	0.00	0.00	0.00	7,777.00	-7,777.00	0.00 %
	Department: 20 - Capital Projects Total:	**0.00**	**0.00**	**684,800.18**	**3,127,861.90**	**-3,127,861.90**	**0.00%**
	Expense Total:	**0.00**	**0.00**	**684,800.18**	**3,127,861.90**	**-3,127,861.90**	**0.00%**
	Fund: 200 - Capital Projects Surplus (Deficit):	**0.00**	**0.00**	**-208,808.39**	**-1,465,511.81**	**-1,465,511.81**	**0.00%**
Fund: 300 - Water & Sewer							
Revenue							
Department: 00 - Revenue							
300-00-44200-0000000	Late Charges	18,200.00	18,200.00	2,575.24	14,651.91	-3,548.09	19.50 %

Budget Report **For Fiscal: 2024-2025 Period Ending: 05/31/2025**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
300-00-44225-0000000	Meter Box Replacement	1,500.00	1,500.00	360.00	360.00	-1,140.00	76.00 %
300-00-44230-0000000	Returned Check Fee	500.00	500.00	0.00	0.00	-500.00	100.00 %
300-00-44235-0000000	EndPoint Charge	500.00	500.00	0.00	0.00	-500.00	100.00 %
300-00-44240-0000000	Impact Fees - Capital Cost	1,170,000.00	1,170,000.00	0.00	441,246.00	-728,754.00	62.29 %
300-00-44250-0000000	Credit Card Fees	10,000.00	10,000.00	1,302.50	11,435.00	1,435.00	114.35 %
300-00-44255-0000000	Disconnect Reconnect	4,000.00	4,000.00	450.00	5,750.00	1,750.00	143.75 %
300-00-45110-0000000	Water Revenue	916,000.00	916,000.00	83,928.10	658,566.10	-257,433.90	28.10 %
300-00-45115-0000000	Tap Fees/Inspections	450,000.00	450,000.00	19,263.00	285,947.70	-164,052.30	36.46 %
300-00-45116-0000000	Backflow Testing	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
300-00-45120-0000000	Sewer Revenue	887,000.00	887,000.00	71,057.35	554,128.35	-332,871.65	37.53 %
300-00-45130-0000000	Solid Waste Revenue	285,300.00	285,300.00	26,357.39	206,412.45	-78,887.55	27.65 %
300-00-45140-0000000	Grease Trap Inspections	35,000.00	35,000.00	2,925.00	22,945.00	-12,055.00	34.44 %
300-00-45150-0000000	Application Fee	6,000.00	6,000.00	780.00	5,520.00	-480.00	8.00 %
300-00-45155-0000000	Utility Contracts	2,000.00	2,000.00	722.79	3,166.74	1,166.74	158.34 %
300-00-45410-0000000	Lone Star Ground Water Revenue	9,360.00	9,360.00	947.31	7,335.66	-2,024.34	21.63 %
300-00-45420-0000000	Groundwater Reduction Revenue	213,200.00	213,200.00	22,329.45	172,903.50	-40,296.50	18.90 %
300-00-46200-0000000	Interest Income	1,000.00	1,000.00	669.94	13,184.29	12,184.29	1,318.43 %
300-00-46210-0000000	Interest Income - Inv	80,000.00	80,000.00	6,724.63	54,995.08	-25,004.92	31.26 %
300-00-46895-0000000	Use of Surplus Funds	196,193.00	196,193.00	0.00	0.00	-196,193.00	100.00 %
	Department: 00 - Revenue Total:	**4,286,753.00**	**4,286,753.00**	**240,392.70**	**2,458,547.78**	**-1,828,205.22**	**42.65%**
	Revenue Total:	**4,286,753.00**	**4,286,753.00**	**240,392.70**	**2,458,547.78**	**-1,828,205.22**	**42.65%**
Expense							
Department: 30 - Water & Sewer							
300-30-51010-0000000	Wages	468,671.00	468,671.00	44,954.72	280,473.30	188,197.70	40.16 %
300-30-51015-0000000	Overtime	5,500.00	5,500.00	84.96	3,726.45	1,773.55	32.25 %
300-30-51020-0000000	Payroll Taxes	36,646.00	36,646.00	3,306.96	21,744.17	14,901.83	40.66 %
300-30-51100-0000000	Health Insurance	92,777.00	92,777.00	6,743.70	53,479.67	39,297.33	42.36 %
300-30-51120-0000000	Unemployment Insurance	790.00	790.00	0.00	494.04	295.96	37.46 %
300-30-51130-0000000	Workers Comp	10,892.00	10,892.00	650.27	6,090.26	4,801.74	44.09 %
300-30-51150-0000000	Retirement Expense	51,208.00	51,208.00	4,814.57	28,508.04	22,699.96	44.33 %
300-30-51160-0000000	Employee Assistance Program	782.00	782.00	0.00	835.70	-53.70	-6.87 %
300-30-52110-0000000	Engineering	110,000.00	110,000.00	51,957.53	130,215.01	-20,215.01	-18.38 %
300-30-52215-0000000	Repairs & Maintenance	325,000.00	325,000.00	21,211.81	194,645.74	130,354.26	40.11 %
300-30-52219-0000000	Backflow Testing	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
300-30-52245-0000000	Operator	52,500.00	52,500.00	4,275.00	34,200.00	18,300.00	34.86 %
300-30-52250-0000000	Vehicles & Equipment - Maint	3,500.00	3,500.00	421.18	2,791.49	708.51	20.24 %
300-30-52255-0000000	Utility Projects - Prev Maint	224,000.00	224,000.00	7,606.31	91,588.65	132,411.35	59.11 %
300-30-52310-0000000	Copier/Fax Machine	3,000.00	3,000.00	135.00	1,169.58	1,830.42	61.01 %
300-30-52410-0000000	Telephone	14,750.00	14,750.00	721.60	7,493.09	7,256.91	49.20 %
300-30-52431-0000000	Utilities - Water Plants	110,000.00	110,000.00	7,125.14	54,124.75	55,875.25	50.80 %
300-30-52432-0000000	Utilities - WWTP	80,000.00	80,000.00	5,246.52	46,056.71	33,943.29	42.43 %
300-30-52433-0000000	Utilities - Lift Stations	24,200.00	24,200.00	1,196.40	12,507.19	11,692.81	48.32 %
300-30-52441-0000000	Gas For Generators	1,320.00	1,320.00	58.14	517.01	802.99	60.83 %
300-30-52501-0000000	Advertising/Promotion	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
300-30-52525-0000000	Testing	15,000.00	15,000.00	2,902.20	15,127.20	-127.20	-0.85 %
300-30-52530-0000000	Billing & Collections	35,000.00	35,000.00	1,570.06	21,108.85	13,891.15	39.69 %
300-30-52531-0000000	Sludge Hauling	75,000.00	75,000.00	2,766.00	12,146.48	62,853.52	83.80 %
300-30-52532-0000000	Tap Fees & Inspections	75,000.00	75,000.00	2,820.00	87,658.72	-12,658.72	-16.88 %
300-30-52533-0000000	Garbage Pickup	282,300.00	282,300.00	48,356.41	193,959.74	88,340.26	31.29 %
300-30-52546-0000000	Support Staff	0.00	0.00	0.00	6,094.44	-6,094.44	0.00 %
300-30-52549-0000000	Computer Technology	24,000.00	24,000.00	5,429.74	22,205.69	1,794.31	7.48 %
300-30-53100-0000000	Operating Supplies	80,000.00	80,000.00	21,875.63	54,356.52	25,643.48	32.05 %
300-30-53101-0000000	Supplies & Equipment	1,500.00	1,500.00	0.00	162.36	1,337.64	89.18 %
300-30-53105-0000000	Printing & Office Supplies	1,200.00	1,200.00	0.00	224.68	975.32	81.28 %
300-30-53106-0000000	Postage	1,500.00	1,500.00	0.00	252.68	1,247.32	83.15 %
300-30-53130-0000000	Uniforms & Safety Equip	4,700.00	4,700.00	224.38	2,065.70	2,634.30	56.05 %
300-30-53140-0000000	Fuel	14,000.00	14,000.00	771.44	7,174.19	6,825.81	48.76 %
300-30-53210-0000000	Chemicals	50,000.00	50,000.00	6,017.98	44,412.30	5,587.70	11.18 %

Budget Report **For Fiscal: 2024-2025 Period Ending: 05/31/2025**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
300-30-53410-0000000	Travel & Training	5,500.00	5,500.00	802.00	1,740.52	3,759.48	68.35 %
300-30-53425-0000000	Dues & Subscriptions	2,000.00	2,000.00	105.00	261.87	1,738.13	86.91 %
300-30-53431-0000000	Insurance - Liability	4,978.00	4,978.00	598.90	5,991.40	-1,013.40	-20.36 %
300-30-53432-0000000	Insurance - Property	48,440.00	48,440.00	4,265.92	34,428.06	14,011.94	28.93 %
300-30-53433-0000000	Crime Insurance	500.00	500.00	40.71	325.68	174.32	34.86 %
300-30-53440-0000000	Employee Appreciation	2,000.00	2,000.00	0.00	368.56	1,631.44	81.57 %
300-30-53451-0000000	Misc Expenses - Other	1,000.00	1,000.00	0.00	147.50	852.50	85.25 %
300-30-53454-0000000	CC Merchant Fees	35,000.00	35,000.00	1,482.09	14,709.15	20,290.85	57.97 %
300-30-53460-0000000	Operating Permits & Licenses	30,000.00	30,000.00	0.00	37,293.10	-7,293.10	-24.31 %
300-30-54225-0000000	Impact Fees Transfer to CPF	1,170,000.00	1,170,000.00	441,246.00	441,246.00	728,754.00	62.29 %
300-30-54250-0000000	Transfer to Debt Service	686,099.00	686,099.00	57,174.92	457,399.32	228,699.68	33.33 %
300-30-55330-0000000	CO - Water & Sewer Items	23,000.00	23,000.00	1,004.30	20,520.41	2,479.59	10.78 %
	Department: 30 - Water & Sewer Total:	**4,286,753.00**	**4,286,753.00**	**759,963.49**	**2,452,041.97**	**1,834,711.03**	**42.80%**
	Expense Total:	**4,286,753.00**	**4,286,753.00**	**759,963.49**	**2,452,041.97**	**1,834,711.03**	**42.80%**
	Fund: 300 - Water & Sewer Surplus (Deficit):	**0.00**	**0.00**	**-519,570.79**	**6,505.81**	**6,505.81**	**0.00%**
Fund: 400 - MEDC							
Revenue							
Department: 00 - Revenue							
400-00-41400-0000000	Sales Tax	865,000.00	865,000.00	88,395.61	972,634.82	107,634.82	112.44 %
400-00-45300-0000000	Events Revenue	7,000.00	7,000.00	0.00	4,773.66	-2,226.34	31.80 %
400-00-46200-0000000	Interest Income	80,000.00	80,000.00	10,035.78	74,500.25	-5,499.75	6.87 %
	Department: 00 - Revenue Total:	**952,000.00**	**952,000.00**	**98,431.39**	**1,051,908.73**	**99,908.73**	**10.49%**
	Revenue Total:	**952,000.00**	**952,000.00**	**98,431.39**	**1,051,908.73**	**99,908.73**	**10.49%**
Expense							
Department: 40 - MEDC							
400-40-52100-0000000	Legal Fees	0.00	0.00	7,639.00	12,075.00	-12,075.00	0.00 %
400-40-52505-0000000	Social Media Advertising	3,400.00	3,400.00	161.24	2,101.13	1,298.87	38.20 %
400-40-52512-0000000	Consulting/Professional Serv	254,164.00	254,164.00	1,579.99	1,579.99	252,584.01	99.38 %
400-40-52593-0000000	Historical Signage	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
400-40-53310-0000000	Brochures / Printed Lit	1,500.00	1,500.00	0.00	342.00	1,158.00	77.20 %
400-40-53410-0000000	Travel & Training	6,000.00	6,000.00	1,245.00	1,355.00	4,645.00	77.42 %
400-40-53425-0000000	Dues & Subscriptions	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
400-40-53451-0000000	Misc Expenses - Other	500.00	500.00	186.00	363.12	136.88	27.38 %
400-40-54110-0000000	380 Sales Tax Rebate	180,000.00	180,000.00	0.00	0.00	180,000.00	100.00 %
400-40-54115-0000000	Econ Dev Grant Prog	20,000.00	20,000.00	1,560.54	1,560.54	18,439.46	92.20 %
400-40-54210-0000000	Transfer Out - General Fund	187,354.00	187,354.00	15,612.83	124,902.68	62,451.32	33.33 %
400-40-54220-0000000	Transfer to Caipial Projects	200,000.00	200,000.00	16,666.67	133,333.32	66,666.68	33.33 %
400-40-54410-0000000	Quality of Life - Events	76,000.00	76,000.00	13,550.56	54,261.19	21,738.81	28.60 %
	Department: 40 - MEDC Total:	**931,118.00**	**931,118.00**	**58,201.83**	**331,873.97**	**599,244.03**	**64.36%**
	Expense Total:	**931,118.00**	**931,118.00**	**58,201.83**	**331,873.97**	**599,244.03**	**64.36%**
	Fund: 400 - MEDC Surplus (Deficit):	**20,882.00**	**20,882.00**	**40,229.56**	**720,034.76**	**699,152.76**	**-3,348.11%**
Fund: 500 - Debt Service							
Revenue							
Department: 00 - Revenue							
500-00-41100-0000000	Ad Valorem Taxes - Current	475,750.00	475,750.00	3,918.09	478,026.85	2,276.85	100.48 %
500-00-41110-0000000	Ad Valorem Taxes - Delinquent	3,000.00	3,000.00	0.09	3,303.90	303.90	110.13 %
500-00-41120-0000000	Penalty & Interest - Current	2,000.00	2,000.00	382.68	1,593.96	-406.04	20.30 %
500-00-41130-0000000	Penalty & Interest - Delinquent	1,000.00	1,000.00	0.11	859.89	-140.11	14.01 %
500-00-46200-0000000	Interest Income	1,000.00	1,000.00	50.84	4,595.30	3,595.30	459.53 %
500-00-46210-0000000	Interest Income - Inv	100.00	100.00	528.31	3,525.52	3,425.52	3,525.52 %
500-00-46898-0000000	Transfers In - Water & Sewer Funds	684,899.00	684,899.00	57,174.92	457,399.32	-227,499.68	33.22 %
	Department: 00 - Revenue Total:	**1,167,749.00**	**1,167,749.00**	**62,055.04**	**949,304.74**	**-218,444.26**	**18.71%**
	Revenue Total:	**1,167,749.00**	**1,167,749.00**	**62,055.04**	**949,304.74**	**-218,444.26**	**18.71%**

Budget Report **For Fiscal: 2024-2025 Period Ending: 05/31/2025**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense							
Department: 50 - Debt Service							
500-50-56100-0000000	Bond Principal	805,000.00	805,000.00	0.00	754,549.75	50,450.25	6.27 %
500-50-56200-0000000	Interest Expense	352,401.00	352,401.00	0.00	234,728.25	117,672.75	33.39 %
500-50-56300-0000000	Paying Agent Fees	2,200.00	2,200.00	0.00	1,000.00	1,200.00	54.55 %
	Department: 50 - Debt Service Total:	**1,159,601.00**	**1,159,601.00**	**0.00**	**990,278.00**	**169,323.00**	**14.60%**
	Expense Total:	**1,159,601.00**	**1,159,601.00**	**0.00**	**990,278.00**	**169,323.00**	**14.60%**
	Fund: 500 - Debt Service Surplus (Deficit):	**8,148.00**	**8,148.00**	**62,055.04**	**-40,973.26**	**-49,121.26**	**602.86%**
Fund: 700 - Court Security							
Revenue							
Department: 00 - Revenue							
700-00-44170-0000000	Court Security Fees	7,400.00	7,400.00	794.04	5,319.76	-2,080.24	28.11 %
700-00-46200-0000000	Interest Income	5.00	5.00	50.68	408.23	403.23	8,164.60 %
	Department: 00 - Revenue Total:	**7,405.00**	**7,405.00**	**844.72**	**5,727.99**	**-1,677.01**	**22.65%**
	Revenue Total:	**7,405.00**	**7,405.00**	**844.72**	**5,727.99**	**-1,677.01**	**22.65%**
Expense							
Department: 70 - Court Security							
700-70-52555-0000000	Security Services	2,300.00	2,300.00	0.00	0.00	2,300.00	100.00 %
	Department: 70 - Court Security Total:	**2,300.00**	**2,300.00**	**0.00**	**0.00**	**2,300.00**	**100.00%**
	Expense Total:	**2,300.00**	**2,300.00**	**0.00**	**0.00**	**2,300.00**	**100.00%**
	Fund: 700 - Court Security Surplus (Deficit):	**5,105.00**	**5,105.00**	**844.72**	**5,727.99**	**622.99**	**-12.20%**
Fund: 710 - Child Safety							
Revenue							
Department: 00 - Revenue							
710-00-44120-0000000	MC-Child Safety Fees	100.00	100.00	88.05	113.05	13.05	113.05 %
710-00-46200-0000000	Interest Income	1.00	1.00	0.75	4.84	3.84	484.00 %
	Department: 00 - Revenue Total:	**101.00**	**101.00**	**88.80**	**117.89**	**16.89**	**16.72%**
	Revenue Total:	**101.00**	**101.00**	**88.80**	**117.89**	**16.89**	**16.72%**
	Fund: 710 - Child Safety Total:	**101.00**	**101.00**	**88.80**	**117.89**	**16.89**	**16.72%**
Fund: 720 - Truancy Prevention							
Revenue							
Department: 00 - Revenue							
720-00-44172-0000000	MC-Truancy Prevention Fees	7,000.00	7,000.00	798.01	5,330.74	-1,669.26	23.85 %
720-00-46200-0000000	Interest Income	5.00	5.00	40.72	312.35	307.35	6,247.00 %
	Department: 00 - Revenue Total:	**7,005.00**	**7,005.00**	**838.73**	**5,643.09**	**-1,361.91**	**19.44%**
	Revenue Total:	**7,005.00**	**7,005.00**	**838.73**	**5,643.09**	**-1,361.91**	**19.44%**
	Fund: 720 - Truancy Prevention Total:	**7,005.00**	**7,005.00**	**838.73**	**5,643.09**	**-1,361.91**	**19.44%**
Fund: 730 - Jury - Local							
Revenue							
Department: 00 - Revenue							
730-00-44173-0000000	MC-Jury Fees	125.00	125.00	15.95	106.62	-18.38	14.70 %
730-00-46200-0000000	Interest Income	1.00	1.00	0.33	1.60	0.60	160.00 %
	Department: 00 - Revenue Total:	**126.00**	**126.00**	**16.28**	**108.22**	**-17.78**	**14.11%**
	Revenue Total:	**126.00**	**126.00**	**16.28**	**108.22**	**-17.78**	**14.11%**
	Fund: 730 - Jury - Local Total:	**126.00**	**126.00**	**16.28**	**108.22**	**-17.78**	**14.11%**
Fund: 750 - Court Technology							
Revenue							
Department: 00 - Revenue							
750-00-44175-0000000	Court Technology Fees	6,000.00	6,000.00	656.81	4,430.20	-1,569.80	26.16 %
750-00-44176-0000000	Court Efficiency Fees	50.00	50.00	0.00	0.00	-50.00	100.00 %

Budget Report **For Fiscal: 2024-2025 Period Ending: 05/31/2025**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
750-00-46200-0000000	Interest Income	40.00	40.00	113.40	1,026.02	986.02	2,565.05 %
	Department: 00 - Revenue Total:	**6,090.00**	**6,090.00**	**770.21**	**5,456.22**	**-633.78**	**10.41%**
	Revenue Total:	**6,090.00**	**6,090.00**	**770.21**	**5,456.22**	**-633.78**	**10.41%**
Expense							
Department: 75 - Court Technology							
750-75-52549-0000000	Computer Technology	1,000.00	1,000.00	0.00	999.62	0.38	0.04 %
	Department: 75 - Court Technology Total:	**1,000.00**	**1,000.00**	**0.00**	**999.62**	**0.38**	**0.04%**
	Expense Total:	**1,000.00**	**1,000.00**	**0.00**	**999.62**	**0.38**	**0.04%**
	Fund: 750 - Court Technology Surplus (Deficit):	**5,090.00**	**5,090.00**	**770.21**	**4,456.60**	**-633.40**	**12.44%**
Fund: 800 - Hotel Occupancy							
Revenue							
Department: 00 - Revenue							
800-00-41480-0000000	Hotel Occupancy Taxes	3,500.00	3,500.00	0.00	3,631.33	131.33	103.75 %
800-00-46200-0000000	Interest Income	40.00	40.00	85.24	798.92	758.92	1,997.30 %
	Department: 00 - Revenue Total:	**3,540.00**	**3,540.00**	**85.24**	**4,430.25**	**890.25**	**25.15%**
	Revenue Total:	**3,540.00**	**3,540.00**	**85.24**	**4,430.25**	**890.25**	**25.15%**
Expense							
Department: 80 - Hotel Occupancy							
800-80-53450-0000000	Misc Expenses	0.00	0.00	0.00	90.61	-90.61	0.00 %
800-80-54520-0000000	Tourism	3,500.00	3,500.00	0.00	2,000.00	1,500.00	42.86 %
	Department: 80 - Hotel Occupancy Total:	**3,500.00**	**3,500.00**	**0.00**	**2,090.61**	**1,409.39**	**40.27%**
	Expense Total:	**3,500.00**	**3,500.00**	**0.00**	**2,090.61**	**1,409.39**	**40.27%**
	Fund: 800 - Hotel Occupancy Surplus (Deficit):	**40.00**	**40.00**	**85.24**	**2,339.64**	**2,299.64**	**-5,749.10%**
Fund: 850 - Police Asset							
Revenue							
Department: 00 - Revenue							
850-00-46200-0000000	Interest Income	0.00	0.00	47.43	457.17	457.17	0.00 %
	Department: 00 - Revenue Total:	**0.00**	**0.00**	**47.43**	**457.17**	**457.17**	**0.00%**
	Revenue Total:	**0.00**	**0.00**	**47.43**	**457.17**	**457.17**	**0.00%**
	Fund: 850 - Police Asset Total:	**0.00**	**0.00**	**47.43**	**457.17**	**457.17**	**0.00%**
Fund: 860 - Shop w/a Cop							
Revenue							
Department: 00 - Revenue							
860-00-46200-0000000	Interest Income	10.00	10.00	17.58	169.73	159.73	1,697.30 %
860-00-46386-0000000	Shop w/a Cop Donations	4,000.00	4,000.00	0.00	9,945.00	5,945.00	248.63 %
	Department: 00 - Revenue Total:	**4,010.00**	**4,010.00**	**17.58**	**10,114.73**	**6,104.73**	**152.24%**
	Revenue Total:	**4,010.00**	**4,010.00**	**17.58**	**10,114.73**	**6,104.73**	**152.24%**
Expense							
Department: 86 - Shop w/a Cop							
860-86-54510-0000000	Shop w/a Cop	4,000.00	4,000.00	0.00	4,395.37	-395.37	-9.88 %
	Department: 86 - Shop w/a Cop Total:	**4,000.00**	**4,000.00**	**0.00**	**4,395.37**	**-395.37**	**-9.88%**
	Expense Total:	**4,000.00**	**4,000.00**	**0.00**	**4,395.37**	**-395.37**	**-9.88%**
	Fund: 860 - Shop w/a Cop Surplus (Deficit):	**10.00**	**10.00**	**17.58**	**5,719.36**	**5,709.36**	**57,093.60%**
Fund: 880 - CCPD - Crime Control & Prevention District							
Revenue							
Department: 00 - Revenue							
880-00-41400-0000000	Sales Tax	0.00	0.00	88,395.62	198,047.50	198,047.50	0.00 %

Budget Report **For Fiscal: 2024-2025 Period Ending: 05/31/2025**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
880-00-46200-0000000	Interest Income	0.00	0.00	612.31	1,212.87	1,212.87	0.00 %
Department: 00 - Revenue Total:		**0.00**	**0.00**	**89,007.93**	**199,260.37**	**199,260.37**	**0.00%**
Revenue Total:		**0.00**	**0.00**	**89,007.93**	**199,260.37**	**199,260.37**	**0.00%**
Fund: 880 - CCPD - Crime Control & Prevention District Total:		**0.00**	**0.00**	**89,007.93**	**199,260.37**	**199,260.37**	**0.00%**
Report Surplus (Deficit):		**218,508.00**	**218,508.00**	**-476,611.38**	**1,638,168.50**	**1,419,660.50**	**-649.71%**

Budget Report **For Fiscal: 2024-2025 Period Ending: 05/31/2025**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	171,401.00	171,401.00	57,766.28	2,148,013.32	1,976,612.32
150 - Montgomery PID	600.00	600.00	0.00	46,269.35	45,669.35
200 - Capital Projects	0.00	0.00	-208,808.39	-1,465,511.81	-1,465,511.81
300 - Water & Sewer	0.00	0.00	-519,570.79	6,505.81	6,505.81
400 - MEDC	20,882.00	20,882.00	40,229.56	720,034.76	699,152.76
500 - Debt Service	8,148.00	8,148.00	62,055.04	-40,973.26	-49,121.26
700 - Court Security	5,105.00	5,105.00	844.72	5,727.99	622.99
710 - Child Safety	101.00	101.00	88.80	117.89	16.89
720 - Truancy Prevention	7,005.00	7,005.00	838.73	5,643.09	-1,361.91
730 - Jury - Local	126.00	126.00	16.28	108.22	-17.78
750 - Court Technology	5,090.00	5,090.00	770.21	4,456.60	-633.40
800 - Hotel Occupancy	40.00	40.00	85.24	2,339.64	2,299.64
850 - Police Asset	0.00	0.00	47.43	457.17	457.17
860 - Shop w/a Cop	10.00	10.00	17.58	5,719.36	5,709.36
880 - CCPD - Crime Control & Prev	0.00	0.00	89,007.93	199,260.37	199,260.37
Report Surplus (Deficit):	**218,508.00**	**218,508.00**	**-476,611.38**	**1,638,168.50**	**1,419,660.50**

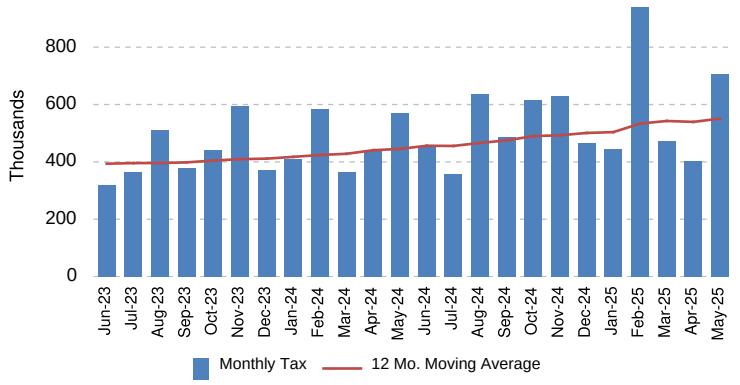
HdL Companies

SALES TAX SNAPSHOT
Montgomery
May-25

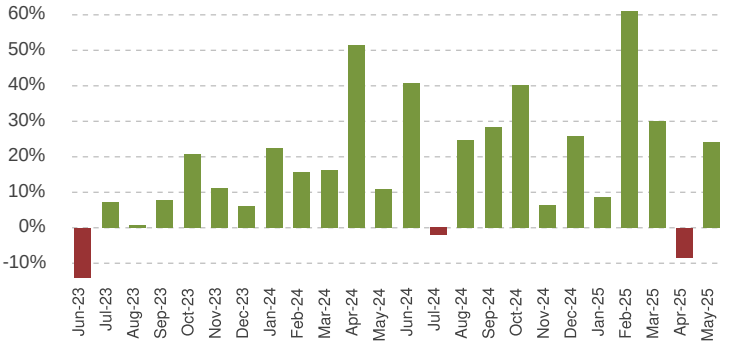
Sales Tax Net Payments

FY Mo.	FY2024	FY2025	YoY % Change
Oct	$ 440,686	$ 617,255	40.1%
Nov	$ 593,535	$ 631,085	6.3%
Dec	$ 371,287	$ 467,262	25.8%
Jan	$ 408,207	$ 443,735	8.7%
Feb	$ 582,824	$ 939,012	61.1%
Mar	$ 363,747	$ 472,785	30.0%
Apr	$ 441,669	$ 404,430	-8.4%
May	$ 569,427	$ 707,165	24.2%
Jun	$ 449,977		
Jul	$ 356,246		
Aug	$ 636,689		
Sep	$ 486,519		
FYTD	$ 3,771,382	$ 4,682,729	24.2%
FY Total	$ 5,700,814		

Sales Tax Net Payments Trend



Sales Tax Net Payments Change - YoY



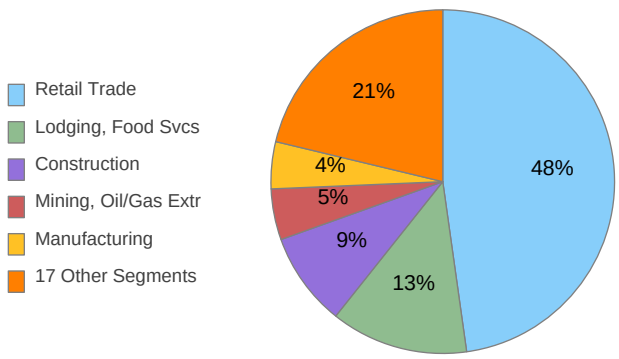
Top 10 Taxpayers

Rank	Company	FYTD Collections	% Total
1	KROGER TEXAS L.P.		
2	HOME DEPOT U.S.A. INC.		
3	MCCOY CORPORATION		
4	PATTERSON-UTI DRILLING COMPANY LLC		
5	THE OTHER SIDE INC.		
6	GOOGLE LLC		
7	ENTERGY TEXAS INC.		
8	RISE COLLECTIVE LLC		
9	AZZIP ENTERPRISES INC.		
10	BROOKSHIRE BROTHERS INC.		
Top 10	Companies	$ 1,830,363	38.3%
7004	Other Large Companies	$ 2,867,862	60.0%
	Small Companies/Other	$ 75,207	1.6%
	Single Local Tax Rate (SLT)	$ 9,558	0.2%
	Total	$ 4,782,990	100.0%

Industry Segment Collections Trend - YoY % Chg

SEGMENT	Dec	Jan	Feb	Mar	Apr	May
Retail Trade	34.6%	46.1%	111.0%	66.5%	39.9%	28.8%
Lodging, Food Svcs	33.5%	26.4%	11.1%	22.8%	9.6%	15.1%
Construction	-26.1%	-73.3%	28.4%	-48.2%	-91.9%	88.3%
Information excl. Telecom	31.1%	26.5%	32.4%	35.1%	34.1%	68.1%
Mining, Oil/Gas Extr	-69.9%	-16.8%	-100.0%	113.4%	-34.1%	-95.5%
All Others	31.7%	-19.0%	20.5%	11.7%	-24.5%	-1.8%
Total Collections	25.7%	8.6%	60.9%	27.3%	-8.9%	22.9%

Sales Tax Collections by Industry Segment



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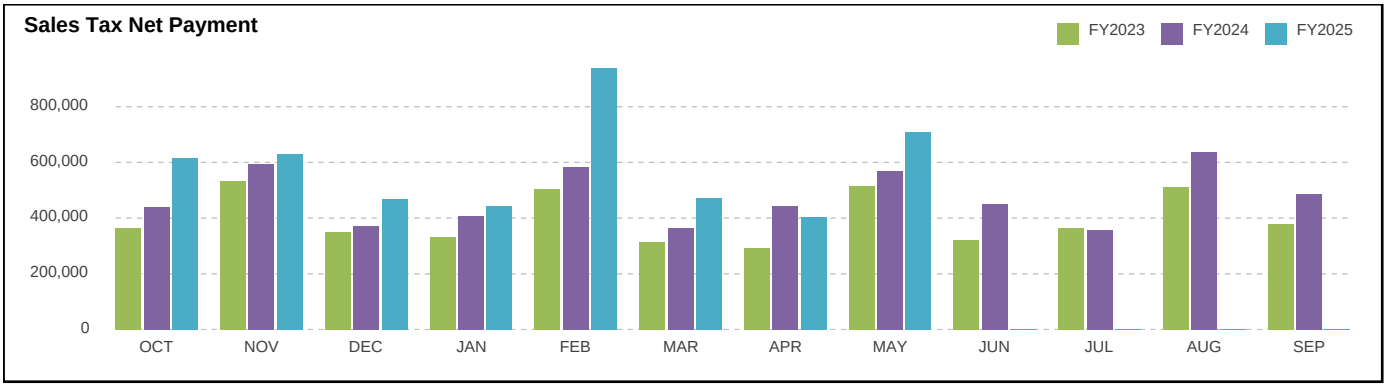
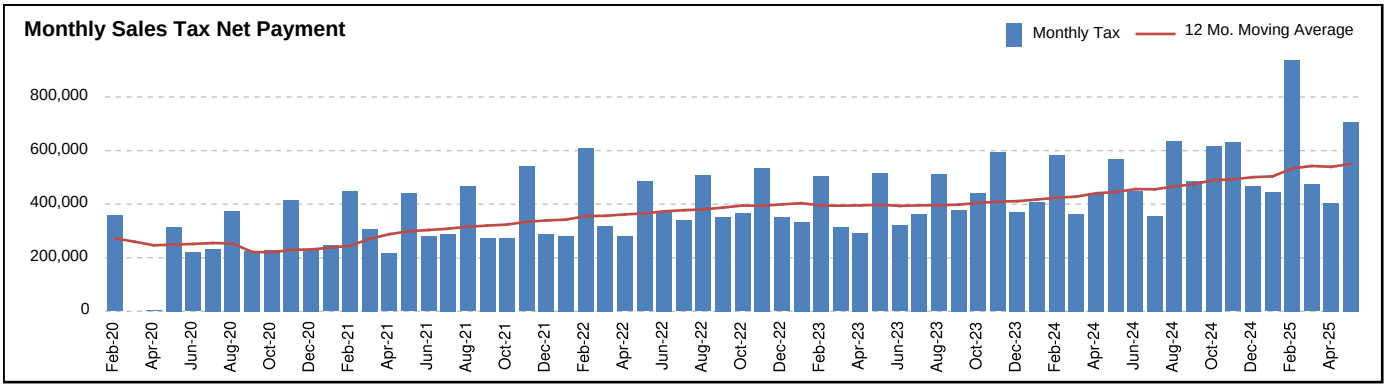
Data Source: Texas Comptroller of Public Accounts

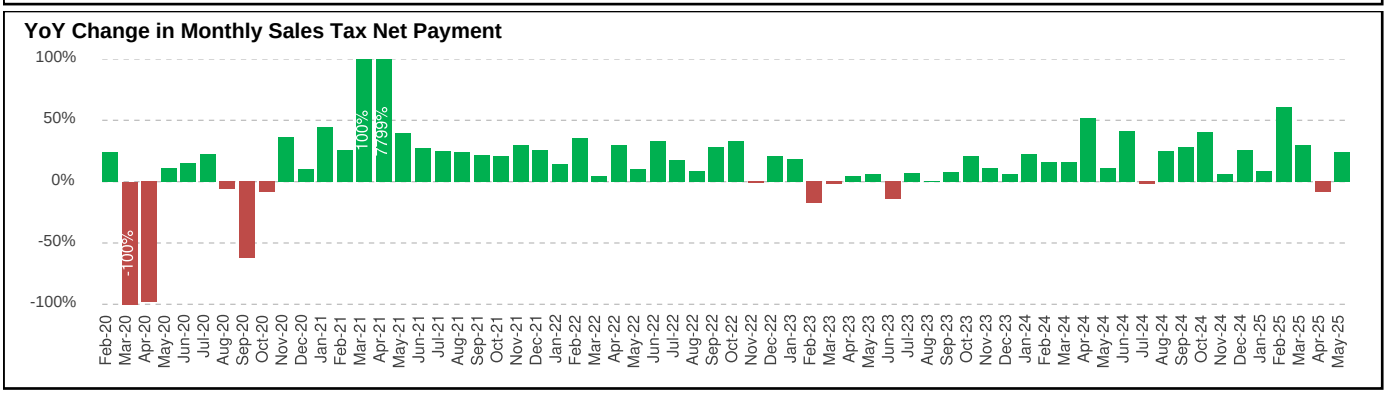
Montgomery - Sales Tax Net Payment Trend

	FISCAL YEAR				
	2021	2022	2023	2024	2025
Oct	$ 227,918	$ 274,763	$ 364,693	$ 440,686	$ 617,255
Nov	$ 416,557	$ 540,960	$ 534,537	$ 593,535	$ 631,085
Dec	$ 229,774	$ 288,958	$ 349,954	$ 371,287	$ 467,262
Jan	$ 246,167	$ 281,477	$ 333,333	$ 408,207	$ 443,735
Feb	$ 450,079	$ 610,440	$ 504,516	$ 582,824	$ 939,012
Mar	$ 306,202	$ 318,775	$ 313,269	$ 363,747	$ 472,785
Apr	$ 215,207	$ 278,593	$ 291,741	$ 441,669	$ 404,430
May	$ 440,193	$ 484,877	$ 514,234	$ 569,427	$ 707,165
Jun	$ 279,583	$ 371,795	$ 319,648	$ 449,977	
Jul	$ 288,879	$ 339,254	$ 363,681	$ 356,246	
Aug	$ 466,306	$ 506,664	$ 510,407	$ 636,689	
Sep	$ 273,784	$ 351,555	$ 379,179	$ 486,519	
YEAR	**$ 3,840,647**	**$ 4,648,110**	**$ 4,779,193**	**$ 5,700,814**	**$ 4,682,729**
YoY Change		**21.0%**	**2.8%**	**19.3%**	**na**

Change: FY '25/'24			
Month		Year-to-Date	
$	%	$	YTD %
$ 176,569	40.1%	$ 176,569	40.1%
$ 37,550	6.3%	$ 214,119	20.7%
$ 95,975	25.8%	$ 310,094	22.1%
$ 35,528	8.7%	$ 345,622	19.1%
$ 356,188	61.1%	$ 701,810	29.3%
$ 109,037	30.0%	$ 810,848	29.4%
$ (37,238)	-8.4%	$ 773,609	24.2%
$ 137,738	24.2%	$ 911,347	24.2%







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Data Source: Texas Comptroller of Public Accounts

Montgomery
SALES TAX PAYMENT DETAIL

May-25 Fiscal Year: Oct-Sep

COLLECTIONS	May-24	May-25	Chg. $ / Chg. %	Prior FYTD	Current FYTD	Chg. $ / Chg. %
Current Period	**564,540**	**684,260**	**119,721** **21.2%**	**3,637,247**	**4,191,289**	**554,042** **15.2%**
Prior Period	10,543	8,947	(1,596) -15.1%	85,862	68,144	(17,718) -20.6%
Future Period	47	85	38 80.5%	37,462	149,791	112,330 299.9%
Audit	2,275	24,934	22,659 995.9%	51,508	312,381	260,873 506.5%
Unidentified	108	142	33 30.7%	1,351	1,557	205 15.2%
Single Local Tax Rate	6,160	9,558	3,398 55.2%	38,909	59,828	20,918 53.8%
TOTAL	**583,674**	**727,926**	**144,252** **24.7%**	**3,852,340**	**4,782,990**	**930,649** **24.2%**
Service Fee	(11,673)	(14,559)	(2,885) 24.7%	(77,047)	(95,660)	(18,613) 24.2%
Current Retained	(11,440)	(14,267)	(2,827) 24.7%	(75,506)	(93,747)	(18,241) 24.2%
Prior Retained	8,867	8,065	(802) -9.0%	71,595	89,146	17,551 24.5%
NET PAYMENT	**569,427**	**707,165**	**137,738** **24.2%**	**3,771,382**	**4,682,729**	**911,347** **24.2%**

Data Source:
Texas Comptroller of Public Accounts

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Montgomery
TOP 30 COMPANIES RANK and CHANGE SUMMARY
May-25

Fiscal Year: Oct-Sep

Rank*	Company	NAICS Key	Prior Fiscal YTD Sales Tax Collections	Current Fiscal YTD Sales Tax Collections	Change $	Change %	Current Fiscal YTD % Total Collections
1	KROGER TEXAS L.P.	9					
2	HOME DEPOT U.S.A. INC.	9					
3	MCCOY CORPORATION	9					
4	PATTERSON-UTI DRILLING COMPANY LLC	2					
5	THE OTHER SIDE INC.	22					
6	GOOGLE LLC	11					
7	ENTERGY TEXAS INC.	3					
8	RISE COLLECTIVE LLC	4					
9	AZZIP ENTERPRISES INC.	22					
10	BROOKSHIRE BROTHERS INC.	9					
	TOP 10 LARGE COMPANIES**		**1,311,268**	**1,830,363**	**519,095**	**39.6%**	**38.3%**
11	MCKINNEY RESTAURANT 21141 LLC	22					
12	AMAZON.COM SERVICES LLC (MARKETPLACE)	9					
13	EMJ CONSTRUCTION LLC	4					
14	DISCOUNT TIRE COMPANY OF TEXAS INC.	9					
15	K. HOVNANIAN OF HOUSTON II L.L.C.	4					
16	WHALECO INC	9					
17	SCHULTZ PET SUPPLY LLC	9					
18	JIM'S HARDWARE INC.	9					
19	CHEWY INC.	9					
20	BFI WASTE SERVICES OF TEXAS LP	18					
21	O'REILLY AUTO ENTERPRISES LLC	9					
22	ECKINGER CONSTRUCTION COMPANY	4					
23	WAL-MART.COM USA LLC (MARKETPLACE)	9					
24	STARBUCKS CORPORATION	22					
25	LOWE'S HOME CENTERS LLC	9					
26	FUBO TV MEDIA INC	12					
27	JEETHO BUSINESS INC.	9					
28	SPAN CONSTRUCTION & ENGINEERING INC.	4					
29	NEW CINGULAR WIRELESS PCS LLC	12					
30	AMAZON.COM SERVICES LLC	9					
	TOP 30 LARGE COMPANIES		**1,890,720**	**2,558,224**	**667,504**	**35.3%**	**53.5%**
	TOP 100 LARGE COMPANIES		**2,677,393**	**3,522,835**	**845,443**	**31.6%**	**73.7%**
	6,913 OTHER LARGE COMPANIES		**1,128,699**	**1,175,389**	**46,691**	**4.1%**	**24.6%**
	SMALL COMPANIES \\& OTHER		**7,339**	**24,937**	**17,598**	**239.8%**	**0.5%**
	SINGLE LOCAL TAX RATE COLLECTIONS (SLT)		**38,909**	**59,828**	**20,918**	**53.8%**	**1.3%**
	TOTAL COLLECTIONS		**3,852,340**	**4,782,990**	**930,649**	**24.2%**	**100.0%**
	STATE COMPTROLLER FEES		**80,958**	**100,260**	**19,302**	**23.8%**	**2.1%**
	NET PAYMENTS		**3,771,382**	**4,682,729**	**911,347**	**24.2%**	**97.9%**

* Ranked by Total of Last Fiscal Year + Current Fiscal YTD
** Businesses whose detailed sales tax data is available

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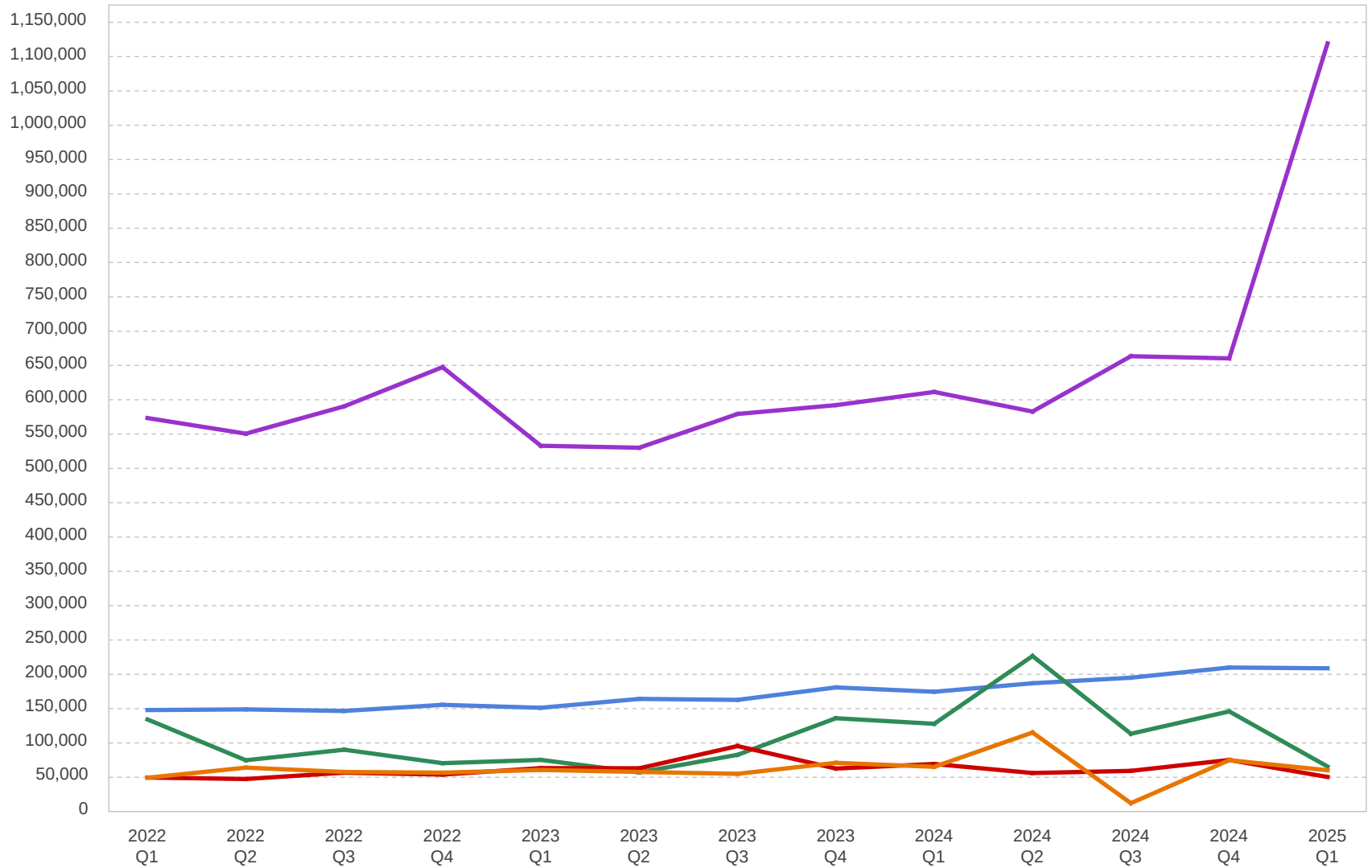
HdL Companies

INDUSTRY SEGMENT SALES TAX TREND
Montgomery



	2022 Q1	2022 Q2	2022 Q3	2022 Q4	2023 Q1	2023 Q2	2023 Q3	2023 Q4	2024 Q1	2024 Q2	2024 Q3	2024 Q4	2025 Q1
Retail Trade	573,362	550,649	590,445	647,499	532,975	530,129	579,323	592,188	611,370	582,864	663,443	660,335	1,119,283
Lodging, Food Svcs	147,903	148,876	146,606	155,490	151,234	164,164	162,731	180,883	174,575	186,948	195,050	209,894	208,750
Construction	134,245	74,771	90,158	70,517	75,304	57,089	82,671	135,985	127,861	226,644	113,363	145,935	65,597
Wholesale Trade	49,616	47,437	56,681	53,896	63,330	63,029	95,414	62,705	69,334	56,163	59,299	75,195	50,371
Manufacturing	49,261	64,029	57,726	56,696	60,653	57,717	55,017	71,027	65,231	115,163	12,258	74,876	60,189

Data Source: Texas Comptroller of Public Accounts

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Montgomery
INDUSTRY SEGMENT RANK & CHANGE
May-25

Fiscal Year: Oct-Sep

INDUSTRY SEGMENT*	% Total Current YTD Collections	Prior Fiscal YTD Sales Tax Collections	Current Fiscal YTD Sales Tax Collections	Change	
				$	%
Retail Trade	50.3%	1,645,266	2,365,390	720,123	43.8%
Lodging, Food Svcs	12.0%	485,866	565,404	79,538	16.4%
Construction	6.1%	389,361	285,900	(103,462)	-26.6%
Information excl. Telecom	4.8%	174,896	227,551	52,654	30.1%
Mining, Oil/Gas Extr	4.6%	121,332	214,272	92,940	76.6%
Top 5	**77.9%**	**2,816,722**	**3,658,516**	**841,794**	**29.9%**
Manufacturing	3.9%	213,097	181,649	(31,448)	-14.8%
Wholesale Trade	3.5%	170,300	163,395	(6,906)	-4.1%
Admin, Support, Waste Mgmt	2.5%	106,292	117,339	11,047	10.4%
Prof, Scientific, Tech Svcs	2.8%	82,193	132,847	50,654	61.6%
Telecom	2.2%	104,416	104,762	346	0.3%
Utilities	2.3%	100,757	109,115	8,358	8.3%
Other Services	1.8%	79,640	83,823	4,183	5.3%
Real Estate, Rental, Leasing	1.1%	46,916	50,821	3,905	8.3%
Financial, Insurance	0.8%	32,539	36,007	3,469	10.7%
Ag, Forestry, Fishing, Hunting	0.3%	16,151	12,903	(3,248)	-20.1%
Recreation, Arts, Entmt	0.2%	14,409	9,469	(4,940)	-34.3%
Transportation, Warehousing	0.2%	8,385	11,674	3,289	39.2%
Unidentified	0.3%	2,939	12,673	9,734	331.2%
Education Services	0.1%	3,502	3,732	230	6.6%
Health Care, Social Assistance	0.1%	3,829	4,893	1,064	27.8%
Public Admin	0.1%	3,541	4,043	503	14.2%
Company, Enterprise Mgmt	0.0%	465	565	101	21.7%
All Other	**22.1%**	**989,370**	**1,039,709**	**50,339**	**5.1%**
TOTAL COLLECTIONS	**100.0%**	**3,806,092**	**4,698,225**	**892,133**	**23.4%**

	% Change from same month Prior Year					
INDUSTRY SEGMENT	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**
Retail Trade	34.6%	46.1%	111.0%	66.5%	39.9%	28.8%
Lodging, Food Svcs	33.5%	26.4%	11.1%	22.8%	9.6%	15.1%
Construction	-26.1%	-73.3%	28.4%	-48.2%	-91.9%	88.3%
Information excl. Telecom	31.1%	26.5%	32.4%	35.1%	34.1%	68.1%
Mining, Oil/Gas Extr	-69.9%	-16.8%	-100.0%	113.4%	-34.1%	-95.5%
All Others	31.7%	-19.0%	20.5%	11.7%	-24.5%	-1.8%
TOTAL COLLECTIONS	25.7%	8.6%	60.9%	27.3%	-8.9%	22.9%

* Ranked by Current + Prior YTD Collections

Data Source: Texas Comptroller of Public Accounts
Analysis: HdL Companies

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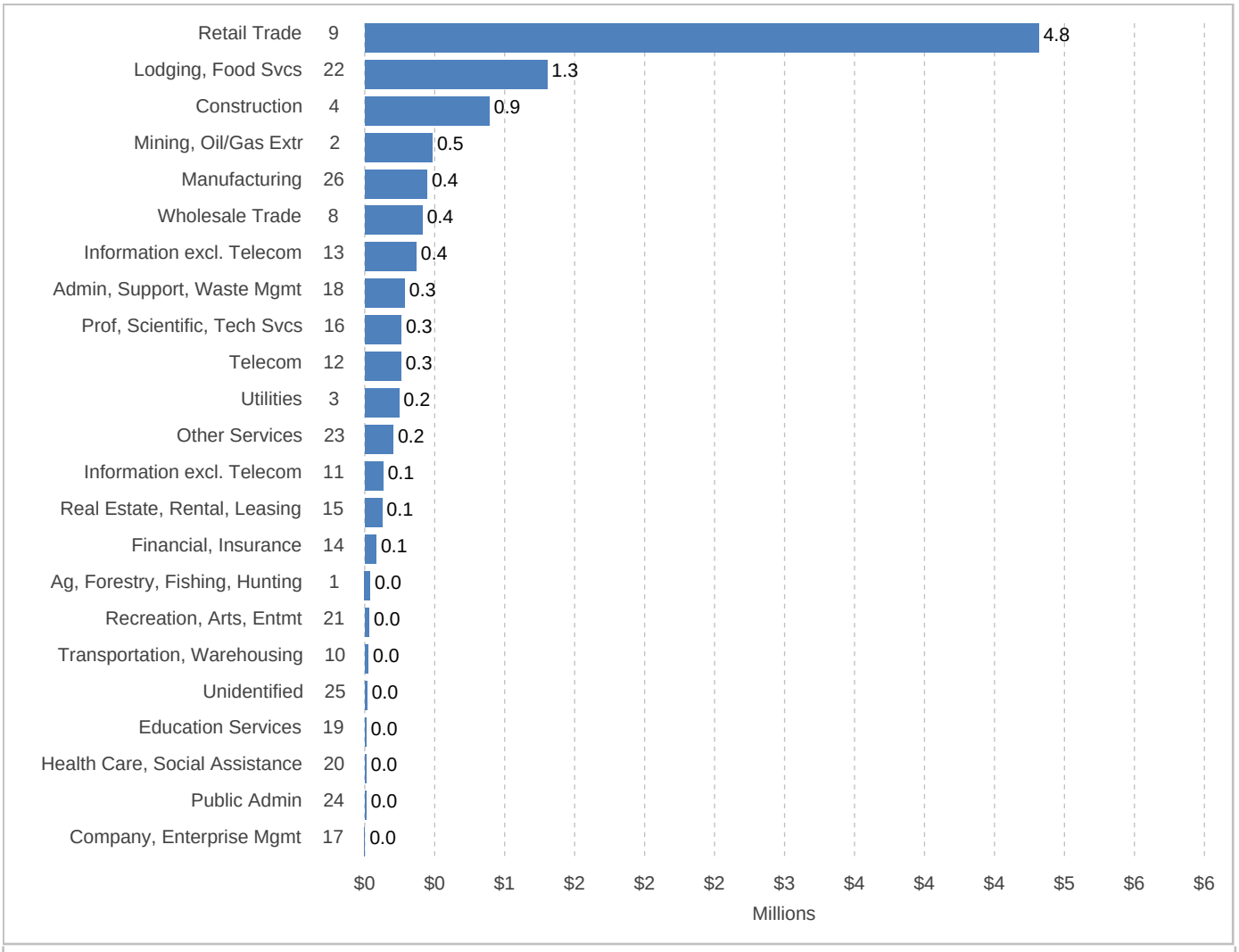
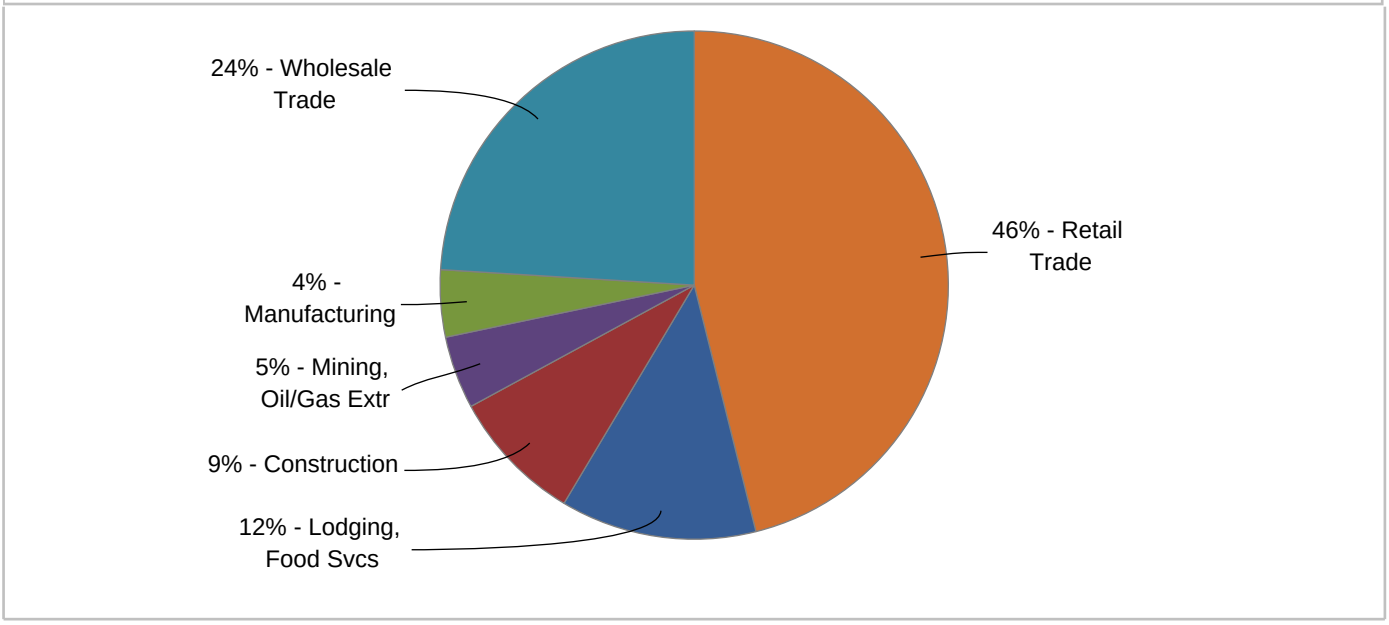
Montgomery

INDUSTRY SEGMENT SALES TAX RANK & DISTRIBUTION

(Prior Fiscal Year + Current Fiscal Year-to-Date)

May-25





Data Source:
Texas Comptroller of Public Accounts

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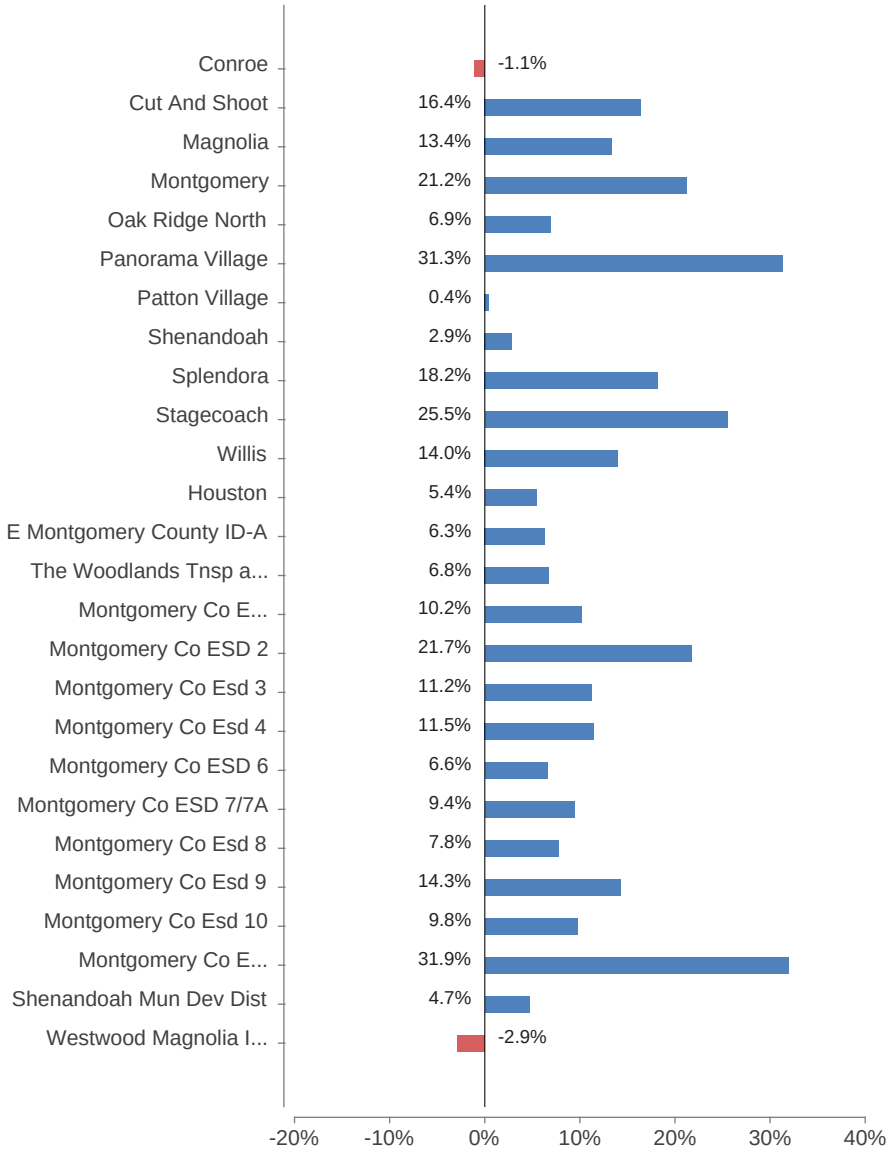
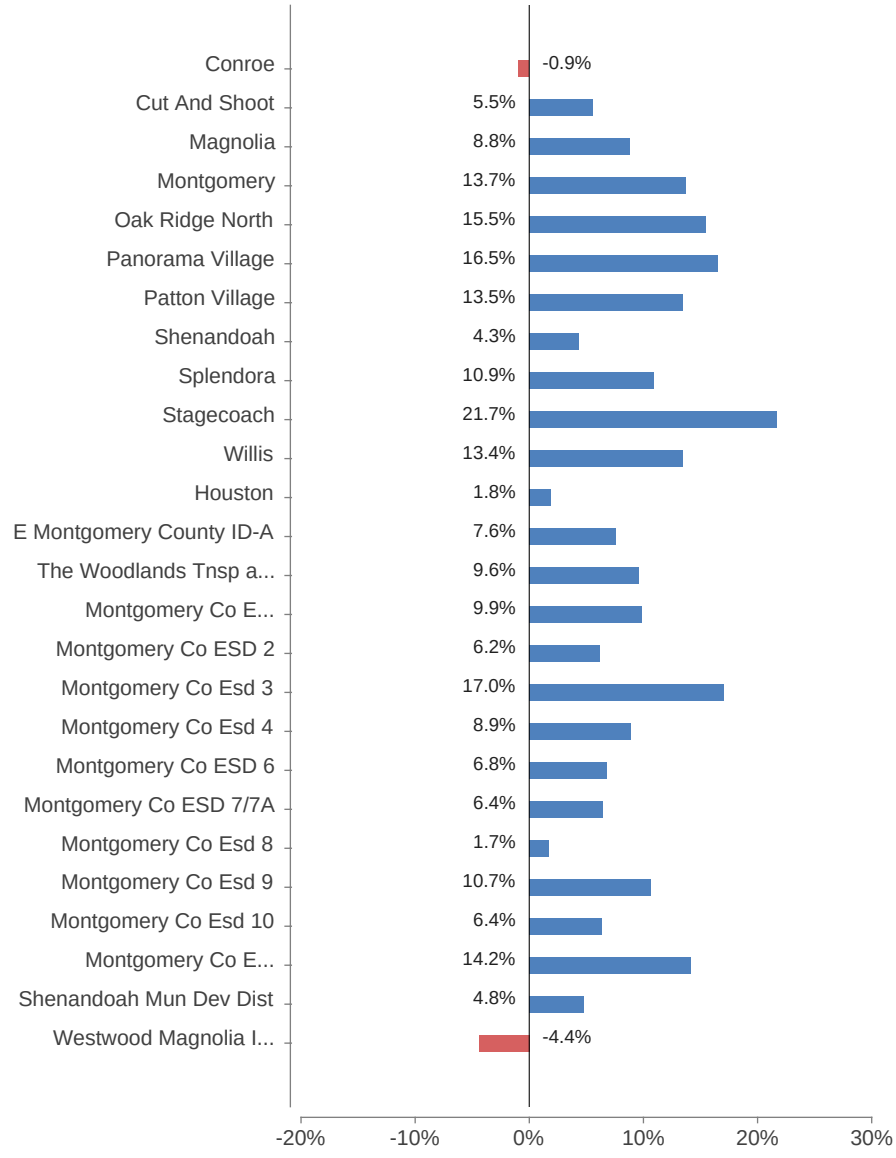
HdL Companies

SALES TAX TREND
MONTGOMERY COUNTY
May-25

SALES TAX CURRENT PERIOD COLLECTIONS
Current Month
Yr/Yr Change



SALES TAX CURRENT PERIOD COLLECTIONS
Calendar Yr-to-Date
Yr/Yr Change



Data Source: Texas Comptroller of Public Accounts

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NAICS KEY

Code	Industry Segment
1	Ag, Forestry, Fishing, Hunting
2	Mining, Oil/Gas Extr
3	Utilities
4	Construction
5	Manufacturing
6	Included in Key No. 5
7	Included in Key No. 5
8	Wholesale Trade
9	Retail Trade
10	Transportation, Warehousing
11	Information excl. Telecom
12	Telecom
13	Included in Key No. 11
14	Financial, Insurance
15	Real Estate, Rental, Leasing
16	Prof, Scientific, Tech Svcs
17	Company, Enterprise Mgmt
18	Admin, Support, Waste Mgmt
19	Education Services
20	Health Care, Social Assistance
21	Recreation, Arts, Entmt
22	Lodging, Food Svcs
23	Other Services
24	Public Admin
25	Unidentified

UTILITY/GENERAL FUND REPORT – May 2025

UTILITY ACCOUNT ARREARS			
	60 Days	**90 Days**	**120+ Days**
Amount	$3,230.34	$700.87	$22,866.30
GRAND TOTAL:			**$26,797.51**

MONTHLY PERMIT TRANSACTIONS			
Type	**Revenue**		**Permit Count**
Building-Residential Addition, Generators	$	13,541.00	24
Plumbing	$	3,800.00	16
Irrigation	$	625.00	5
Building-Commercial Remodel	$	350.00	2
Solar	$	-	0
Pool	$	150.00	2
Sign	$	450.00	3
Mechanical	$	3,200.00	16
Electrical	$	2,850.00	11
TOTAL	**$**	**24,966.00**	**79**

UTILITY SERVICE ACCOUNTS	
New Water Accts.	35
Disconnected Water Accts.	11
Total Number of Active Accts.	**1227**

City of Montgomery, TX

Receipt Listing by Product Code

General Ledger Distribution Account Summary

Date Range: bolm - eolm

Distribution GL Account Number		Distribution Amount
Fund: 100		
100-00-41230-0000000 - Right of Way Use Fees		-1,774.41
100-00-41300-0000000 - Franchise Tax		-1,275.87
100-00-42110-0000000 - Vendor/Beverage Permits		-85.00
100-00-42210-0000000 - Building Permits/MEP		-24,516.00
100-00-44210-0000000 - Sign Fees		-450.00
100-00-44215-0000000 - Plats, Zoning, Misc.		-1,014.58
100-00-44220-0000000 - Culverts		-282.50
100-00-44250-0000000 - Credit Card Fees		-1,193.30
100-00-46110-0000000 - Community Building Rental		-1,250.00
100-00-46900-0000000 - Unanticipated Income		-269.80
100-24000-00000 - Escrow Account		-20,500.00
100-24320-00000 - Community Building Rental Deposits		-1,050.00
100-24330-00000 - Sales Tax Payable		-15.20
	100 Subtotal:	-53,676.66
Fund: 300		
300-00-44250-0000000 - Miscellaneous Revenue & ETS Revenue		-1,007.50
	300 Subtotal:	-1,007.50
	Grand Total:	-54,684.16

Montgomery City Council
AGENDA REPORT

Meeting Date: June 24, 2025	**Budgeted Amount:** N/A
Department: Building Permit	**Prepared By:** Rick Hanna, CBO Building Official

Subject

Building Official Report for May 2025.

Recommendation

Approval of the Building Official Report for May 2025

Discussion

Attached are the following items:

Building Permits May 2025

Approved By

Ruby Beaven, CPM, MMC, TRMC City Secretary and Director of Administrative Services Anthony Solomon Interim City Administrator and Chief of Police	Date: June 24, 2025

Building Permits by Permit Type Summary
City of Montgomery
05/01/2025 - 05/31/2025

Commercial Alteration	Applications	Permits Issued	# of Plan Reviews	# of Inspections
Commercial Remodel (C/O)	1	0	1	3
Subtotals:	1	0	1	3

Commercial New	Applications	Permits Issued	# of Plan Reviews	# of Inspections
New Commercial	0	0	0	23
Subtotals:	0	0	0	23

Miscellaneous	Applications	Permits Issued	# of Plan Reviews	# of Inspections
New Occupancy Permit	1	2	0	1
Subtotals:	1	2	0	1

One Stop	Applications	Permits Issued	# of Plan Reviews	# of Inspections
Electrical	11	10	0	3
Lawn Sprinkler	5	5	0	0
Mechanical	13	16	0	0
Plumbing	15	15	1	4
Signage	2	3	1	0
Subtotals:	46	49	2	7

Residential Alteration	Applications	Permits Issued	# of Plan Reviews	# of Inspections
Generator	3	1	3	0
Residential Addition	2	2	2	1
Solar Panel	0	0	0	2
Subtotals:	5	3	5	3

Residential New	Applications	Permits Issued	# of Plan Reviews	# of Inspections
Accessory Building Permit	1	1	1	1
Detached Single Family	5	7	6	264
Subtotals:	6	8	7	265

Residential One Stop	Applications	Permits Issued	# of Plan Reviews	# of Inspections
Pool / Hot Tub - Residential	1	0	1	14
Subtotals:	1	0	1	14

Totals:	60	62	16	316

Montgomery City Council
AGENDA REPORT

Meeting Date: 06/24/2025	**Budgeted Amount:** NONE
Department: Administration	**Prepared By: WGA**

Subject

Discussion on Engineer's Monthly Report

Recommendation

Discussion Only

Discussion

The Engineer's Report is enclosed

Approved By

City Staff	Ruby Beaven	Date: 06/19/2025

June 19, 2025

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

Re: Monthly Engineering Report
City Council Meeting June 24, 2025

Dear Mayor and Council:

The following is a brief summary that describes our activities since the May 27, 2025 Council Meeting:

Capital Projects (City Funded):

1. **Water Plant No. 2 Improvements** – We received Pay Estimate No. 9 in the amount of $333,720.00. As of May 26, 2025, the contractor was 80% complete by time and 81% complete by value. The Contractor has completed the welding of the feed line into the GST. Following the results of the pump testing, it is recommended to increase the size of the well motor to maximize the pumping capability of the well. We plan to discuss this further as a separate agenda item. The contractor's current schedule shows the plant being substantially completed in July 2025.

June 9, 2025
Feed Line into GST

2. **2023 Sanitary Sewer Rehabilitation Phase I** – We did not receive a pay estimate or change order this month. We received the final 3 post rehabilitation videos and confirmed that all the outstanding field work has been completed. We plan to hold a final inspection on June 19th and will begin preparation of all close out documents.

3. **Downtown Streetscape Improvements** – We are continuing to coordinate the design of the downtown streetscape improvements with Montgomery Economic Development Committee and Ardurra.

4. **McCown St. and Caroline St. Waterline Replacement –** The scope of the project is being revised based on ongoing conversations with the MEDC, Ardurra, and downtown property owners.

5. **Town Creek Wastewater Plant Expansion to 0.3 MGD** – We received a draft Preliminary Engineering Report from Halff on June 10th, with revisions reflecting the new TPDES limits from the TCEQ. We plan to provide comments to Halff the week of June 23rd.

6. **Water Plant No. 4** – Council approved the proposal from Baxter & Woodman at the June 10th meeting, and design services have been authorized to begin. We plan to hold a kickoff meeting with Baxter & Woodman on June 24th.

7. **College Street Drainage (ARPA Funds) –** We are finalizing the design of the proposed drainage repairs, and plan to be completed with design this month. It is our understanding GrantWorks is completing their environmental review of the project.

8. **Water Plant No. 3 Booster Pump Addition (ARPA Funds) –** We are continuing with the design of the booster pump addition at Water Plant No. 3. It is our understanding GrantWorks is completing their environmental review of the project.

9. **Plez Morgan Erosion –** We are working to complete the preliminary design of the improvements and expect to bring a proposal to complete the final design at the next council meeting. We are working through different alternatives with our geotechnical and structural subconsultants to ensure the adequate approach is taken, and plan to discuss this further at a later Council date.

Capital Projects (Developer Funded):

1. **Old Plantersville Force Main Extension –** We did not receive a pay estimate or change order this month. The contractor completed minor regrading and installation of the permanent spring mix. We are working with the contractor to prepare all final close-out documents for the project once final vegetation is fully established. As a reminder, this project is being funded by Johnson Development as part of their Briarley Development.

2. **Old Plantersville Waterline Extension –** We did not receive a pay estimate or change order this month. The Contractor completed the installation of the waterline on May 28th. We received the passing bacteriological testing (Bac-T) results for the newly installed waterline section on June 11th. We plan to hold a final inspection for the project on June 26th. As a reminder, this project is being funded by Johnson Development as part of their Briarley Development.

May 23, 2025
Remaining Waterline Installation

3. **Lift Station No. 10 Phase II Improvements** – We completed the design of the lift station improvements project. We received TCEQ approval the week of May 28th and provided a bid set to the City for final review. We plan to begin advertising for bids on June 19th and receive bids on July 15th. As a reminder, the scope of the project includes the addition of a 3rd lift pump, emergency generator and minor electrical modifications. As a reminder, this project is being funded by Taylor Morrison as part of their Lone Star Hills (formerly known as Lone Star Ridge) Development.

4. **Lift Station No. 5 Relocation and Sanitary Sewer Extension** – We are continuing with the design of the lift station relocation required for the Legacy Grove Development. Electrical plans have been received and are being reviewed. We are coordinating with geotechnical and structural subconsultants on scope for the lift station. We plan to be complete with design in July 2025. As a reminder, this project is funded by Tri-Pointe Homes as a part of their Legacy Grove Development.

5. **West Lone Star Parkway Waterline Extension** – We are continuing the design of the waterline extension to serve the Legacy Grove Development, and we submitted plans to Montgomery County last week. We plan to be completed with design by July 2025. As a reminder, this project is being funded by Tri-Pointe Homes as part of their Legacy Grove Development.

6. **The Crossing at Montgomery Public Lift Station, Force Main Extension and Gravity Sewer Upsizing –** We are prepared to begin design upon receipt of the deposit from the developer. As a reminder, this project is being funded by Morning Cloud Investments.

Development Agreements:

1. **HEB –** At the June 10th Council Meeting, a draft agreement was presented for discussion. We will be coordinating with the City Attorney and HEB to make the necessary adjustments based on requests from the Council and HEB.

2. **Superior Properties –** A draft agreement was provided to the Developer on June 11th, and we received an executed agreement on June 13th. We have finalized the terms of the Development Agreement with the appropriate parties. This item will be discussed further as a separate agenda item.

3. **BCS Capital –** As authorized at the April 8th meeting, we are coordinating with the Developer and City Staff and Consultants on the terms of the Development Agreement. We received a partial Development Agreement from the City Attorney on June 2nd and provided our comments and are continuing to coordinate with the City Attorney and the Developer on the final agreement language.

   As a reminder, Council authorized the amendment of the previously completed feasibility study at the May 27th meeting. This will include the adjacent 6-acre land parcel located at CB Stewart Dr. and SH-105. We plan to discuss this further as a separate agenda item.

4. **Church of Montgomery –** The Developer is currently reviewing the draft development agreement. We will continue coordinating with City Staff and the Developer to finalize the Development Agreement.

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

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

Developments:

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

Feasibility Studies:

1. **BCS Capital Feasibility Study Amendment–** Council authorized the amendment of the previously completed feasibility study at the May 27th meeting. This will include the adjacent 6-acre parcel located at CB Stewart Dr. and SH-105. We plan to discuss this further as a separate agenda item.

2. Plan Reviews

a. Lone Star Ridge Section 2 WSD&P – We did not receive revised plans this month.

b. Lone Star Hills (Formerly Lone Star Ridge) Landscaping – We received revised plans May 8th and provided comments on June 4th. We have not received revised plans.

c. Briarley PH 1A Hardscape – We received revised plans on March 6th and provided comments May 5th. We have not received revised plans.

d. Briarley Kammerer Drive Extension WSD&P – We received plans June 6th and are proceeding with our review.

e. Briarley PH 1 Retaining Walls– We received plans May 12th and provided a letter of no objection on June 3rd.

f. Lone Star Cowboy Church – We did not receive revised plans this month.

g. The Crossing at Montgomery Drainage Study – We received a drainage study for review on March 18th and provided comments May 5th. We have not received revised plans.

h. HEB Plans – We received plans on March 6th and provided comments May 1st. We received revised plans on June 14th and are proceeding with our review.

i. Hills of Town Creek Section 5 Shared Access Path – We did not receive revised plans this month.

j. Legacy Grove Mass Grading & Detention Revision – We received revised grading plans on June 9th and are proceeding with our review.

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

3. Plat Reviews

a. Superior Properties Preliminary Plat – We did not receive a revised plat this month.

b. Montgomery Bend Section 4 Final Plat – We received the final plat for review on October 7th and provided comments on October 30th. We received a revised plat on November 25th and found no issues with the plat. As a part of Pulte's Traffic Impact Analysis, they are required to construct a traffic signal at the subdivision entrance prior to this being recorded. We plan to withhold approval of this final plat until the signal has been constructed.

c. Briarley Phase 1B (Sections 1-3) – We received a revised plats May 13th and provided comments on June 3rd. We have not received revised plats.

d. 612 Worsham Development Plat – We received a revised plat for review on April 19th and provided approval on June 3rd.

e. Lone Star Cowboy Church Development Plat – We received a Development plat for review on April 15th and provided comments on May 8th. We did not receive a revised plat this month.

f. Lone Star Hills (Formerly Lone Star Ridge) Final Plat –We received a revised final plat on June 6th and are proceeding with our review.

g. Hills of Town Creek Section 5 Partial Re-plat – We received a partial re-plat for review on May 9th and provided comments on June 3rd. We received a revised re-plat on June 6th and are proceeding with our review.

4. Ongoing Construction

a. Briarley Phase 1A Water, Sanitary, Drainage, and Paving – The contractor has completed the construction of the public water, sanitary, and drainage improvements to serve the subdivision. The final inspection for sections 1, 2 and 3 was held on May 20th. The punchlist was provided to the Contractor on June 2nd. All outstanding punchlist items will need to be addressed by June 20th, including providing power to the lift station. Failure to complete the remaining items will result in an additional inspection and a new punchlist issued for the development.

b. MUD No. 215 Briarley Lift Station (City of Montgomery Lift Station No. 16) – It is our understanding that the contractor has completed construction of the lift station and is waiting on power to be connected at the lift station.

c. **Lone Star Hills (formerly known as Lone Star Ridge) Mass Grading & Drainage –** The contractor has begun grading and installing retaining walls. As a reminder, this project is being funded by Taylor Morrison.

June 5, 2025
Mass Grading and Retaining Wall Installation

d. **Legacy Grove Mass Grading & Detention –** The contractor has begun clearing and staking. As a reminder, this project is being funded by Tri-Pointe Homes.

June 5, 2025
Clearing and Staking

5. **One-Year Warranty Inspections**

    a. **Town Creek Crossing Section 1 –** We held a warranty re-inspection on October 10, 2023. The developer and contractor have been non-responsive to addressing the punchlist items. We are pursuing the maintenance bond and are working with the City Attorney to have the work completed.

    b. **Lift Station No. 10 PH I –** The one-year warranty period ends on July 17th. We plan to hold a warranty inspection for the project on June 24th with Faith Utilities.

General Ongoing Activities:

1. **Town Creek Wastewater Treatment Plant TPDES Permit Amendment** –The completed application for the permit amendment was submitted to the TCEQ in September 2023. We received an updated draft permit from the TCEQ, which included updated permit limits in both the interim and final phases of the permit. The final permit is expected this month, following the Executive Director's review.

2. **Stewart Creek Wastewater Treatment Plant TPDES Permit Amendment** – As authorized by Council at their April 8th meeting, we are preparing a TPDES Permit amendment to allow for an additional ultimate phase with a flow of 0.8 MGD. The plant is currently rated for 0.4 MGD flow. The proposed amendment would allow for additional flow, should the City require it. We are coordinating with Public Works and the City's Operator to obtain all of the required samples and plan to submit to the TCEQ this month. Based on TCEQ review times we anticipate receiving the final permit in July 2026.

3. **TxDOT:**
    a. **Access Management along SH-105 from Grimes County Line to Shepperd Street –** We attended the stakeholders and Transportation Advisory Committee ("TAC") meeting on May 13th. Per TxDOT the project will be moving forward in three phases and is slated to let in September 2027, with the portion within the City being scheduled for phase 3. Based on new plans from TxDOT, the previously proposed raised medians have been removed from the design. We provided an utility exception memo to TxDOT and are finalizing all existing conflicts with TxDOT and their engineer to confirm the required utility relocations.

    b. **FM 1097 and Buffalo Springs Drive Traffic Signal –** It is our understanding that the design is complete and TxDOT is finalizing a timeline for construction. We will provide a schedule on construction once received from TxDOT.

    c. **FM 1097 & Atkins Creek Drainage Improvements –** It is our understanding that TxDOT let the project on this month and is expected to begin construction in July of this year. Per TxDOT, the repairs will be phased allowing FM 1097 to be partially operational.

4. **Lone Star Bend and Lone Star Parkway Improvements –** Montgomery County is looking to install a temporary traffic signal at the intersection of Lone Star Bend and Lone Star Parkway. Montgomery County has included plans to install a permanent traffic signal and widen Lone Star Parkway to four lanes with a center median with their recently approved 2025 Road Bond. It is our understanding that the County has requested the City's financial participation in this project and will be providing a full cost estimate in the near future.

5. **Stanley Lake Interconnect –** We met with Stanley Lake MUD on April 11th to discuss the potential emergency interconnect with Stanley Lake MUD. We are continuing to coordinate with their consultants, and the adjacent Developer on the overall scope and requirements of the proposed interconnect.

6. **Biweekly Operations Call –** We are continuing the biweekly operations calls with City Staff and City's operator, Hays Utility North Corporation.

7. **Fiscal Year 2025 CIP Snapshot & Rate Order Analysis-** We presented our rate study analysis to Council at their May 22nd Workshop. We are finalizing our utility and tax rate analysis based on feedback from City staff and the City's Financial Advisor.

8. **Kendig Keast Unified Development Ordinance-** We are preparing comments to the draft interim Chapter 98 ordinances. It is our understanding that Kendig Keast plans to present their final UDO codifications in November of this year.

9. **Clean Water/Drinking Water State Revolving Fund-** No engineering update this month.

10. **Impact Fee Update –** The Bi-Annual update to the Capital Improvement Plan and impact fee projects was approved by the Planning & Zoning Commission, acting as the Capital Impact Advisory Committee, at the June 11th meeting. We plan to discuss this further as a separate agenda item at your July 8th meeting.

Please let me know if you have any questions.

Sincerely,

Chris Roznovsky

Chris Roznovsky, PE
City Engineer

Z:\00574 (City of Montgomery)_900 General Consultation\Meeting Files\Engineer's Reports\2025\06.2025\Review\06-2025 Engineer's Report.docx

Attachments – Active Developments Map
Pre-Development Meeting Map

Cc (via email): The Planning and Zoning Commission – City of Montgomery
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney
Mr. Brent Walker – City Administrator – City of Montgomery

Montgomery Bend [Pulte Homes] Subdivision Sec. 1 (69 Lots, 23.5 ac.)

Montgomery Bend [Pulte Homes] Subdivision Sec. 4 (67 Lots, 12.5 ac.)

Montgomery Bend [Pulte Homes] Subdivision Sec. 3 (85 Lots, 16.4 ac.)

Town Creek Crossing Sec.1 [MCMUD160] (150 Lots, 41.5 ac.)

Montgomery Bend [Pulte Homes] Subdivision Sec. 2 (88 Lots, 27.6 ac.)

MISD Athletic Complex Improvements (69.6 ac.)

Superior Properties [Properties of Texas] (15.2 ac.)

MISD CTE/Ag Barn (35.9 ac.)

Lone Star Ridge [Taylor Morrison] (190 Lots, 56.6 ac.)

Hills of Town Creek Sec. 5 [K Hovnanian] (73 Lots, 18.8 ac.)

Legacy Grove [Tri-Pointe] (136 Lots, 106.5 ac.)

Church of Montgomery [Woodlands Methodis Church] (14.1 ac.)

Villages of Montgomery [Devpoint, LLC] (98 Lots, 47.7 ac.)

Commercial/Multi-Family Tract [BCS Capital] (39.1 ac.)

Jack in the Box (0.8 ac.)

Mia Lago Reserve [Dunhill Builders, LLC] (59 Lots, 74.6 ac.)

HEB (32.3 ac.)

Crossing at Montgomery [Morning Cloud Investments/ Solid Bridge Development] (246 Lots, 100.0 ac.)

Lone Star Cowboy Church (59.2 ac.)

Firestone Auto [NDC Holdings, LP] (1 ac.)

Montgomery First Reserve C Texas First Bank (1 Lot, 1.2 ac.)

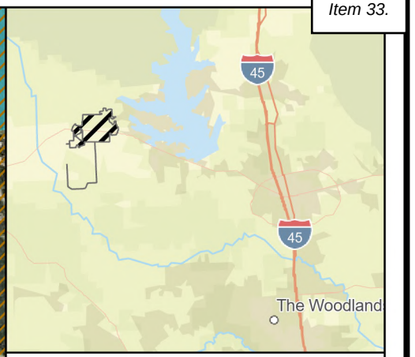
MISD Fuel Center (8.3 ac.)

Briarley Ph. 1A [Johnson Development] (174 Lots, 102.5 ac.)

Briarley Ph. 1B [Johnson Development] (112 Lots, 44.0 ac.)

Briarley Ph. 3 [Johnson Development] (180 Lots, 78.7 ac.)

Briarley Ph. 2 [Johnson Development] (203 Lots, 154.6 ac.)



Legend

- Montgomery City Limits
- Montgomery ETJ
- Conroe ETJ

Development Status

- In Design
- In Design/Construction
- Planning/Feasibility
- Under Construction
- Approved Civil Plans
- Under Warranty

Flood Zones

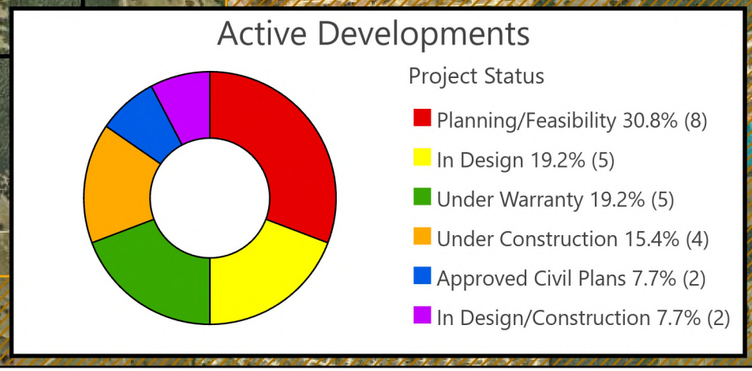
- Floodway
- 100-year
- 500-year

This exhibit only includes Developments that have either executed Development Agreements, or Escrow accounts with the City of Montgomery

N

0 1,300 2,600 Feet

Active Developments Map June 2025



CITY OF MONTGOMERY TEXAS EST 1837 BIRTHPLACE OF THE TEXAS FLAG

Disclaimer: This product is offered for graphical purposes only and may not be suitable for legal, engineering, or surveying purposes. The information shown on this exhibit represents the approximate location of property, municipal boundaries or facilities.

WGA

Flex Warehouse
[Holle Trust]
(1 Lot, 2.75 ac.)

Multi-Family Development
[NewCor]
(1 Lot, 19.75 ac.)

Buffalo Springs
Reserve B
[Kashif Dhukka]
(1 Lot, 2.75 ac.)

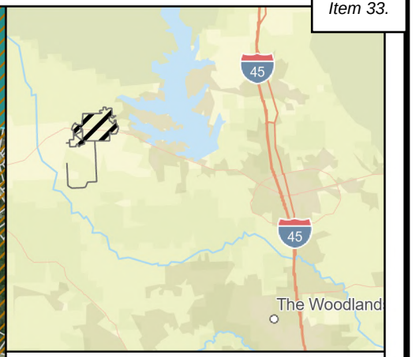
Montgomery First
Reserve C
[Texas First Bank]
(1 Lot, 1.2 ac.)

Heritage Place PH III
[CMC Partnership LTD]
(2 Lots, 1ac.)

Shoppes at Montgomery Section 2
Reserve D
[Mavis Tire and Brakes]
(1 Lot, 3.5 ac.)

Peel Junction Industrial Improvements
[Peel Junction Investments]
(1 Lot, 2 ac.)

Commercial Development
[SR 105 LLC]
(1 Lot, 13 ac.)



Legend

- Montgomery City Limits
- Montgomery ETJ
- Conroe ETJ

Flood Zones

- Floodway
- 100-year
- 500-year
- Pre Developments

This exhibit only includes Developments that have either executed Development Agreements, or Escrow accounts with the City of Montgomery

N

0 1,300 2,600 Feet

Pre-Developments Map
June 2025

CITY OF MONTGOMERY
TEXAS EST 1837
BIRTHPLACE OF THE TEXAS FLAG

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WGA