



**Notice of the City Council Regular Meeting
August 13, 2024 at 6:15 PM**

NOTICE IS HEREBY GIVEN that a Meeting of the Montgomery City Council will be held on **Tuesday, August 13, 2024, at 6:15 PM** at the City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas.

THIS MEETING WAS POSTED PURSUANT TO THE TEXAS OPEN MEETING ACT
V.T.C.A. GOVERNMENT CODE CHAPTER 551.

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

CALL TO ORDER

INVOCATION

PLEDGES OF ALLEGIANCE

PUBLIC FORUM

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

CONSENT AGENDA

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

1. Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and Montgomery ISD for planned renovations and expansion of the Montgomery ISD Athletic Complex. (Dev. No. 2413)
2. Review and Approve the City Council Meeting Minutes for the:

July 22, 2024 City Council Budget Workshop

PUBLIC FORUM

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.

REGULAR AGENDA

All items on the Regular Agenda are for discussion and/or action. 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 551.07 (Consultation with Attorney), 551.072 (Deliberation regarding Real Property), 551.073 (Deliberation regarding Gifts), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices), and 551.087 (Deliberation regarding Economic Development Negotiations).

3. Consideration and possible action on the Final Plats for Redbird Meadows Sections One, Two, and Three (Dev. No. 2006).
4. Consideration and possible action regarding acceptance of the infrastructure for Montgomery Bend Section 1 and Montgomery Bend Lift Station (Lift Station No. 15).
5. Consideration of approving the Montgomery County Emergency Communication District Budget for FY2025.
6. Consideration and possible action to adopt a Resolution approving the Bank Depository Agreement between the City of Montgomery and First Financial Bank.
7. Consideration and possible action to approve the proposed FY 2024-2025 tax rate for the City of Montgomery.
8. Consideration and possible action to approve the proposed FY 2024-2025 budget for the City of Montgomery.
9. Call for Public Hearing to be held at 6 pm on Monday, September 16, 2024, regarding the Proposed Fiscal Year 2025 Tax Rate and Fiscal Year 2025 Annual Budget.
10. Consideration and possible action on:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS (THE "CITY), ORDERING A SPECIAL ELECTION TO BE HELD JOINTLY WITH MONTGOMERY COUNTY ON NOVEMBER 5, 2024, FOR THE PURPOSE OF EXTENDING THE TERM OF OFFICE FOR MAYOR AND COUNCIL FROM TWO YEARS TO FOUR YEARS; APPROVING ELECTION SERVICE AGREEMENTS WITH MONTGOMERY COUNTY, TEXAS; AND PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTION; AND PROVIDING A SAVING/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.
11. Consideration and possible action on the adoption of the Election Services Agreement with Montgomery County.
12. Consideration and possible action on the adoption of the Joint Election Services Agreement with Montgomery County.

13. Consideration and possible action on the following:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AMENDING THE RATES TO BE CHARGED FOR SOLID WASTE COLLECTION SERVICE INSIDE THE CITY OF MONTGOMERY, TEXAS; PROVIDING FOR A PENALTY FOR FAILURE TO PAY ACCOUNTS; PROVIDING CONDITIONS UPON WHICH SERVICE WILL BE RESUMED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

COUNCIL 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

Adjourn into Closed Executive Session as authorized by the Texas Open Meetings Act, Chapter 551 of the Government Code, Section(s):

Section 551.071(consultation with attorney)

Section 551.074 (personnel matters)

ACTION FROM EXECUTIVE SESSION

ADJOURNMENT

The City of Montgomery hereby certifies 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: **August 08, 2024 at 5:00 p.m.** and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

Montgomery City Council
AGENDA REPORT

Meeting Date: August 13, 2024	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and Montgomery ISD for planned renovations and expansion of the Montgomery ISD Athletic Complex. (Dev. No. 2413)

Recommendation

Approve the Escrow Agreement as presented.

Discussion

Issue:

The school district is planning a major renovation and expansion of the MISD Athletic Complex on the west side of the city.

Regulations:

Standard development regulations apply in the case of redevelopment or significant expansions. Civil engineering and building code reviews are based on the applicable city regulations

Analysis & Conclusion:

The Escrow Agreement ensures that the cost of our city engineer’s review of the civil site plans are paid for by the district, not with city operating funds. Staff recommend approval of the Agreement.

Approved By

Assistant City Administrator & Planning & Development Director	Dave McCorquodale	Date: 08/02/2024

ESCROW AGREEMENT

BY AND BETWEEN

THE CITY OF MONTGOMERY, TEXAS,

AND

Montgomery Independent School District

Dev. No. 2413

THE STATE OF TEXAS ⤵

COUNTY OF MONTGOMERY ⤵

This Escrow Agreement is made and entered into as of the _____ day _____, 2024 by and between the CITY OF MONTGOMERY, TEXAS, a body politic, and a municipal corporation created and operating under the general laws of the State of Texas (hereinafter called the "City"), and Montgomery Independent School District, (hereinafter called the "Developer").

RECITALS

WHEREAS, the Developer desires to acquire and develop all or part of a 79.95 acre tract sometimes referred to as the Montgomery ISD Athletic Complex Tract, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

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

AGREEMENT

ARTICLE I

SERVICES REQUIRED

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

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

ARTICLE II

FINANCING AND SERVICES

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

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

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

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Section 2.03 The total amount shown above for the Escrow Fund is intended to be a “Not to Exceed” amount unless extenuating, unexpected fees are needed. Examples of extenuating circumstances created by the developer that may cause additional fees include, but are not limited to, greater than three plan reviews or drainage analysis reviews; revisions to approved plans; extraordinary number of comments on plans; additional meetings at the request of the developer; variance requests; encroachment agreement requests; construction delays and/or issues; failure to coordinate construction with City; failed testing during construction; failing to address punch list items; and/or excessive warranty repair items. If extenuating circumstances arise, the Developer will be informed, in writing by the City, of the additional deposit amount and explanation of extenuating circumstance. The Developer agrees to tender additional sums within 10 days of receipt of request to cover such costs and expenses. If additional funds are not deposited within 10 days all work by or on behalf of the City will stop until funds are deposited. Any funds which may remain after the completion of the development described in this Escrow Agreement will be refunded to Developer.

ARTICLE III,

MISCELLANEOUS

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

Section 3.02 If either party is rendered unable, wholly or in part, by *force majeure* to carry out any of its obligations under this Escrow Agreement, then the obligations of such party,

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

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

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

Section 3.05 Any notice, communication, request, reply or advice (hereafter referred to

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

If to City, to:	City Administrator City of Montgomery 101 Old Plantersville Rd. Montgomery, Texas 77356
If to Developer, to:	Brad Mansfield Montgomery Independent School District 20774 Eva Street Montgomery, Texas 77356

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

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

Section 3.07 This Escrow Agreement shall bind and benefit City and its legal successors

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and Developer and its legal successors but shall not otherwise be assignable, in whole or in part, by either party except as specifically provided herein between the parties or by supplemental agreement.

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

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

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

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

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

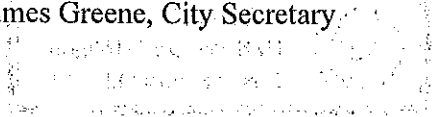
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CITY OF MONTGOMERY, TEXAS

By: _____
Sara Countryman, Mayor

ATTEST:

By: _____
James Greene, City Secretary



Montgomery Independent School District
Developer

By: Brad Welfel
Signature

Title: Chief Facilities and Operations Officer

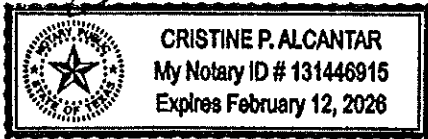
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STATE OF TEXAS {

COUNTY OF MONTGOMERY {

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 31st day of July, 2024.



Cristine P. Alcantar
Notary Public, State of Texas

THE STATE OF TEXAS {

COUNTY OF Montgomery {

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2024.

Notary Public, State of Texas

**City Council Budget Workshop
MINUTES
July 22, 2024 at 5:00 PM**

CALL TO ORDER:

Mayor Countryman called the meeting to order at 5:00 p.m.

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

Also Present:	Gary Palmer	City Administrator
	Dave McCorquodale	Director of Planning & Development
	Maryann Carl	Finance Director
	James Greene	City Secretary
	Mike Muckleroy	Director of Public Works
	Anthony Solomon	MPD Chief
	Kimberly Duckett	Court Administrator
	Kristen McCain	Permit/Utility Technician
	Katherine Vu	WGA Consulting Engineers
	Chris Roznovsky	WGA Consulting Engineers

WORKSHOP AGENDA:

1. Continual discussion and formulation of the proposed FY25 Annual City Budget.

Mayor Countryman: All right, I want to call this meeting to order. It's the July 22, 2024 5pm. budget workshop in the city. The workshop item, we have one item on the agenda. And it's continual discussion and formulation of the proposed FY 25. No city budget.

Palmer: I will turn this over to Maryann.

Carl: All right. So, in this ongoing process, we're working to try to get it as polished up as possible. So, the documents that you have in front of you is our latest and greatest. I wanted to point out just a few things, the revenue side, we heard from the tax office that the appraisal district have been impacted by the storm before last, and so they will not have certified values to us by July 25, which is the required days. But they do expect to have them during the first week of August. So, I talked with Tammy over at the tax office and asked her a few questions about this. She said we could go ahead and go with our certified estimates if you'd like to. Or if we want to wait for our certified values, she will have plenty of time to calculate and give us that and still meet all of our deadlines. So, I said, speaking to a person five values better about actually having shown my values and not just working with an estimate. So, we're going to do that, but it will not, should not impact the time line at all.

Mayor Countryman: So you think that 1.580000 is closer within 10%?

Carl: We're gonna see.

Mayor Countryman: Yeah, I just want to get your gut feeling. I know it's gonna be that one. It's more than that. 1.3, uh, 1.1.

Carl: We currently collected a little bit over the 1.4. So, you'll see your recent budget reports for your financial for tomorrow night has a figure in there and I apologize I don't recall off the top of my head what that is, but we've come in very well, we did have some returns, some refunds. So, we had a reduction last month, but this number is based on the certified estimate number that they gave us that came in like March or April timeframe that shows the projected additional value. That's still slightly conservative. So the other thing on here is the sales tax dollars. I'm still working a little bit with this number. There being with HDL as our sales tax analytics group, we're looking at several different things within our numbers. One of the things has to do with an audit amount that we're receiving each month, it isn't the same every month, it might be a number of businesses that are involved in this. But that amount of long term we shouldn't really see that doesn't account for that. But it does count for about \$50,000 over the year. So, we're taking a look at some of those things, we're also trying to make sure that we're definitely capturing what is rightfully ours, and so that you don't have any funds out there that we could be asked to pay back in the future. So, I don't want to have to do that. And then we do know that we will be getting Home Depot online. So, this does take into account an 8% increase on our current trend, which is in line with the Forecast Tool from HDL and then adding a portion for Home Depot anticipation. Keep in mind that Home Depot's money you will see in the sales tax reimbursement and administration. Even though we're getting that money, that money is going to be reimbursed.

Mayor Countryman: Can you explain that 50,000 again? Says audit amount that comes out each month.

Carl: Each month it's not amount that comes out it's an amount that we're receiving. You're people pay their sales tax to the state comptroller's office, if you've done everything you're supposed to in that month, and you pay your sales tax, and it's a timely payment, instead of a current period payment, well, let's say you didn't pay for whatever reason you were out of town or whatever, and that payment didn't happen, then the following month, you made that payment, and then that payment becomes a prior period payment. Or let's say you have a payment due next month, and you're going out of the country, and it's your job to make that payment every month. And normally you pay about \$5,000, sales tax and you're gonna be out of the country. So you make a payment in advance and so then that will show up in there. And then there's this kind of these other categories, and one of those categories is based on audits, and it could be that it's going to be an audit from the Comptroller, we don't always have that information. The comptroller is the one that they're the big tax guys, right. So, if they're not getting their money, you can be rest assured that they're going to go after who's not paying their money. And if it's in our jurisdiction, we benefit from that. So, what happens is, they maybe have identified somebody that hadn't paid the sales tax that they were supposed to pay. And so, it's under an audit area. I was always under the understanding that those audit periods were relatively short, although I found just last week that some of those audits can take years as a matter of fact, one for a large entity within the state that is going on for years. So, we've been receiving between \$3,5000 and \$5,000 each month that's based on this audit. But I don't know what that audit is. HDL has chosen to find out a little bit more on that. But we anticipate that at some point, that's going to end and it should, but so we don't want to we'll try not to kind of include that in our forecasts and projections because it's a good way to just say, hey, we're always good to get this. So other than that, numbers that are in here, based on projections, based on trends, in building permits, based on development, made a slight change to our court fines. We've increased that year and last year, you may recall, we work to kind of pull

out those fees to save what we now refer to them as liability and not for revenue. On the finance side, we were kind of taking a stab in the dark as to what we thought would be retained locally. So, we've been able to adjust that number slightly. We will look at that again at the end of June/July to make sure that we're on track.

CM Langley: Where are you at?

Carl: On page one the revenues all the way down by signs.

Mayor Countryman: Sign fees is that the roadside like the street signs?

Carl: No those are signs when somebody is putting a sign up with their business.

CM Langley: All right. So now why didn't signs go up?

Carl: Last year, Municipal Court, the revenue which just all counted as revenue for you all in the past. A portion of that is a liability that we hold on to that actually gets paid to the state, right. The state says, if you have somebody that gets issued that ticket for x, y and z, we get a portion of that much, right. And so that's a liability. We hold on to that money that we get every quarter, we pass a big chunk over to the state. We don't want to count that as our revenue because it truly isn't our revenue, nor is it an expense for us if we're a pass through. And so, we pulled out those fees to state and made an attempt to estimate what our court finds that we retain what that revenue would be. We came in a little low which is good though to have, we'd like to have more revenue than estimating that we were going to collect more than we actually did. We adjusted that for this coming year. So this year, we budgeted 164,000, based on our current trend that we're budgeting 241,000 next year.

CM Langley: 41%.

Carl: It is. And like I said, part of that is just we try to do the best that we can do with the information we had in finding out what our fees to state were.

CM Fox: How is that calculated? As you say, it's a large portion of a prepaid expense.

Carl: There's a long schedule that Kimberly has that gets put into her in code system. So when somebody comes in and makes a ticket, they put that amount in and behind the scenes, the system says, this money goes to all these different places.

Duckett: Yes, we don't have a choice. We have to.

Carl: The other thing that I want to point out in our current revenue is the very last line on page one is you'll see the admin from MEDC. We have not put anything in here for an administrative offset for support for the MEDC. Part of that is I know; they're still looking at whether or not they go with a third party for some administrative or function of MEDC. We were trying to look at our general fund budget and see what happens if we lose MEDC support. Or you know that that money is assigned elsewhere. So right now your general fund does not have that in it.

Mayor Pro Tem Olson: Quick question for you: Don't pay for that notice taking?

Mayor Countryman: Yeah, \$8,000.

Carl: There should be a number in here. We just haven't come to that number. And there's a couple of things that will get figured into there. Right? So you're talking about like your secretary services, right, the Secretary of State, we have that piece. You also have the payroll for the MEDC events person. So, there is that cost. We know that there will be something but right now we don't have a number in here.

Palmer: We're going to have a workshop scheduled for the 31st with the MEDC.

Mayor Countryman: So where does that \$8,000 go? Is it back in our general fund?

Mayor Pro Tem Olson: It goes back in the general fund?

Carl: And then on page two, you will see the last line on here is the admin on capital projects. So then, we do all the right capital projects it doesn't have its own administrative personnel. And so, this has been an offset from capital projects. I was talking with Gary about this because we know how tight we are on our capital projects money. We were trying to see again what happens in our budget, we're not relying on our capital funding for any of those extra services. So based on that with the current revenue, and your expenses that are delineated in the next several pages, the net revenue in what we're looking at tonight's workshop will leave you with \$95,000 surplus. Okay?

Mayor Countryman: And the last time you told us it was like 84, right?

Carl: I will point out as we move... Any questions on the revenue side? We have updated numbers in here to include all of the personnel costs, you know, health insurance, retirement expenses, wages, all of those items are. And in these worksheets, tonight we have put in a 3% cost of living adjustments. And a merit pool of 5%, funded at 75%. The idea behind that is not everybody gets the full 5% to fund it a little bit less than a full 100%, 5% increase.

CM Langley: Where is that at?

Carl: It's going to be dispersed throughout these worksheets and personnel costs. It will be under your wages. Things impacted, of course, will be the unemployment insurance, workers comp, payroll taxes, wages, and retirement.

CM Langley: You've got a 6% right here.

Carl: What happens over here is not going to equate to me telling you a 3% cost of living or a 5% merit. It just won't, that's the percent change over last year's budget amount. You have to remember there could be things that are impacting your current numbers. So, we use current numbers for personnel when we start looking at those employment costs. It could be that you might have a change in personnel. You may have somebody who's come in at a lower wage than what you would had before. You could have had somebody that had a stipend before or education pay. Or your new person may have an education pay, or you may have somebody who achieved a certification and now they are bumped up against certifications. So please don't get hung up on that percent change over on the right hand side. Trying to tie that into a payroll report doesn't quite work that way.

CM Langley: This figure here, this 664, whatever. Where did you get that?

Carl: That is based on our current payroll of what personnel are paid under admin. Under 100, fund 100, department 10.

CM Langley: As of today?

Carl: Yes, as of the current.

CM Langley: That's what the city of Montgomery owes in administration for wages.

Carl: That's what the pay will be for next year in wages. You have to remember that in your payroll piece like for example, in Gary's salary 75% of your salary is budgeted here in department 10, 25% of Gary's salary, including the extras like the telephone and vehicle come out of fund 300. He is a split individual. If you're trying to take somebody's wages and say this is what it is, I'd be happy to sit down and look at worksheets with you to help you to see where these numbers kind of flow into this area

CM Donaldson: How many people do we have like that?

Carl: Several. The public works folks are split between their 50/50 split public works fund 100 department 12 and department 300.

Mayor Pro Tem Olson: I have a question and it's more of a comment on the cost of living and the merit raises, which is fine by me. My question is it is not figured in any of these numbers yet or is it?

Carl: In the new worksheet I just gave you this evening, yes. The one at the top of it that says workshop three 3/7/24.

Mayor Pro Tem Olson: So it's already laying it in there.

Carl: Yes.

Mayor Pro Tem Olson: Here's the problem with that.

CM Langley: I just asked that.

Mayor Pro Tem Olson: Let me finish. My question here is with the cost of living. I totally agree with the cost of living. A loaf of bread cost the same for me, as it does for you. So, for me to get a 3% cost of living raise and for you, because our wages are different, that is a completely different cost of living. Could we add it all up, take the 3% across the board, add it up and say, okay, this is what we want an increase for cost of living, and spread it out more equally. A guy that makes \$18 an hour pays the same for milk and gas as me and now that 3% goes nowhere.

Carl: That's up to you all. If you want us to look at it in a different way.

Mayor Pro Tem Olson: I'd rather just do the straight amount of this quarter given for cost of living instead of by percentage. The merits I'm fine by percentage, but for cost of living, this is what you get for your cost of living increase, whatever, once you do your 3%, you add it all up, everybody's 3% and say, okay, here's 100 grand, whatever it is, divided by how many people you have and

that's the cost of living. The same amount of cost went up pretty exactly the same for everybody. Nobody was affected more or less than anyone else so they should all get the same amount.

Solomon: What that actually does when you're talking about percentage wise.

Mayor Pro Tem Olson: I don't care about the percentage, not interested in that.

Solomon: But we're talking percentage.

Mayor Pro Tem Olson: That's what I'm saying, I'm not interested in talking percentage.

Solomon: Some of those people will get more than \$100 in percentage.

Mayor Pro Tem Olson: I'm okay with that. Because that person has the same exact cost of living expenses as you that went up, nothing else in their life changed anyone less or more than yours did.

Solomon: So, if you were going to go across the board with \$200, then you have that person over here who when he gets his percentage that may be one that may be 215. So the percentage is going to change.

Mayor Pro Tem Olson: That's why I said don't look at it as percentage. Merit, fine. Do it by percentage but you can do a standard amount increase and just say this is what we're going to increase. What the percentage is I don't care.

Palmer: And that's totally up to the Council.

Carl: So are you saying as a dollar amount?

Mayor Pro Tem Olson: Now are you, yeah because we can take \$1 amount based off of last year's wages, I can take 3% times that and say, this is what the total is going to be. Now this is how many employees I have, divide out and give it to them. Your cost-of-living increase would be exactly the same for every single individual because that's what a cost of living increase is.

CM Fox: Is that how they do that in your company?

Mayor Pro Tem Olson: No, but it's terribly unfair because my cost-of-living increase is way more than others.

CM Fox: My Social Security check is the same way, percentage wise.

Mayor Pro Tem Olson: But that's what I'm saying. Just because that's how they do it doesn't mean it should be done that way. It's a cost-of-living increase. We can gauge exactly how much. My food price went up the same as yours. My gas price went up the same as yours.

Mayor Countryman: So, if Gary is going to get \$500 he would get some kind of a 3%. But when you do it all the way across you only get 250?

Mayor Pro Tem Olson: The guy that makes \$18 an hour he might get \$25. What good is that? That would just piss me off.

Mayor Countryman: And that's the incentive to do better, to make more, and get that next year.

Mayor Pro Tem Olson: Cost of living is not an incentive. That's the whole point of the cost of living. All? Merit is based off percentage of your normal pay. Cost of living is just that, it should match your cost.

Solomon: Say you get a hundred bucks. And then once you take out your taxes, it's going to kind of be the same thing for somebody with more. People will still make less than if it was a percentage.

Mayor Pro Tem Olson: All I'm saying is that the cost of living increase is not a wage increase. It's like, oh, you did a good job. Here's a cost-of-living increase. That's not what why it's there. It's there to match the economy. Nobody's affected by the economy any more than anybody else. We were all equally affected so we should all equally get the same amount.

Carl: When it's based on a percentage, like your increase when you go to the grocery store, yes, you get this percentage of an increase.

Mayor Pro Tem Olson: But that's the thing. It's based off the cost, not on what I make. I don't go to the grocery store and pay a 9% increase on what I make. I mean, I go off a 9% increase of what that costed me. It cost me the same thing as it cost you.

Carl: I understand that. I can tell you this was a discussion we had last week at the finance meeting, a local Government Finance Officers Association luncheon, the monthly luncheon. There has been some discussions about trying to look at that primarily where it comes in is when cities have had class comp studies, and they adjust their employees to bring them up to the level where they would need to be. But the cost of living, everybody is still across the board a percentage. That's what everybody else does.

Mayor Pro Tem Olson: I don't care what everybody else does, I really don't.

Carl: Some cities are going as high as 6% on their COLA this year. I understand what you're saying. I would like to say, hey, that's super easy and I think we can figure that out.

Mayor Pro Tem Olson: The math is simple.

Carl: I think this is more about how we actually implement that.

Mayor Pro Tem Olson: So according to Alan, we can give an amount increase, we don't have to break it out by percentage. The amount is very simple. We figure 3% of what the total weight is, there's your amount divided by how many employees you have. There's your number, it is simple math, there's nothing difficult, everybody gets the same, everybody would get the exact same amount only on cost of living. Merit is completely different. The cost of living, it affects every single person the exact same way, no one is more effective than the other. Now, do I feel it as much as the guy who's making minimum wage? No, but we still feel it. It's still exactly the same amount. That's my whole point. If it's going to be a cost of living raise then make it square, make it fair across the board, because, yeah, I get it \$18 an hour. Sure, he wants to do better. But if we're just trying to max his wages so he can go buy groceries, then let's do that. Let's get it to where it belongs.

Palmer: Here is what we are looking at. This number right here is that number. This is the number of your COLA based on all of your salary. I think we have 34 employees?

Palmer: 40.

Carl: So, we're going to go by 40. That means every person would get \$1,837.28?

Mayor Countryman: Spread over twelve months?

Mayor Pro Tem Olson: Yes, I think about this divided into their hours.

Carl: So, it would come out to 88 cents an hour for everybody.

CM Fox: But that's another thing too. It's not given anybody a lump sum. It's given spread across.

Mayor Pro Tem Olson: It's spread out but it's the total amount at the end of the year, whether you get it 3% or whether you say oh, we're getting 3%.

Carl: This is a generalization, it's going to be less than 88 cents, it's going to be probably 80 cents, because I have to take into account your people who don't work 2080 they work 2184 before in a year. So that's why I say there's other things.

Mayor Pro Tem Olson: We know exactly how many hours is in the standard 40 over a week by police officer and for one of Mike's guys, it's very simple math. It's not hard.

Carl: But he's not 40 hours a week. So, his is 2184. There's a different set schedule, and we have docents which have a different number of hours.

Mayor Pro Tem Olson: What are docents? I don't know what a docent is.

CM Fox: I think that would be an accounting nightmare.

Mayor Countryman: Yes.

Carl: That's what I'm saying.

Mayor Countryman: Maryann, is this going to be harder for you to get?

Mayor Pro Tem Olson: Well, what that percentage is for each hourly rate employee, there's only 40 of them. If you want me to do the math because you don't have the bandwidth, I'll do it. But it's not that big of a deal. And the fact that anybody here would disagree with being equal on the cost of living rates blows my mind.

CM Fox: Your concept that blows my mind.

Mayor Pro Tem Olson: It's a very simple concept. Our cost of living has gone up exactly the same. Period.

CM Fox: I disagree with that, but.

Mayor Pro Tem Olson: Your cost of living went up more than mine?

CM Fox: Depends on where you shop at.

Mayor Pro Tem Olson: That's my whole point. A cost of living is just that we're trying to account for the economy's change. That's it. We're not trying to get merit raises, or he gets more because he makes more knowing a gallon of milk went from \$3 to \$3.25. End of story. It didn't go to 3.64 and went to 3.25, just like it did for everybody else.

CM Fox: I'm sorry. I respect your opinion. I really do. I just want to say saying it's well...

Solomon: Well, that's a different thing.

Mayor Pro Tem Olson: Well, no, it's not about that. It's about being clear with everybody.

Solomon: When you're saying about being fair, I get what you're saying. But at the same time, in a place where somebody makes more money than the other person and that's because of whatever certificates or any of those types of deals.

Mayor Pro Tem Olson: Let's just do it the other way. And that guy that made \$18 an hour, he's going to get a 54 cent increase, right? 54 cents. That's it.

Mayor Countryman: She said it's gonna be less than 88 cents.

Mayor Pro Tem Olson: 88 cents if you equalize it but if I take that same person that makes, hold on...

Carl: In actuality, it doesn't.

Mayor Pro Tem Olson: 64 times (inaudible) point 03. That's \$1.17. So, they almost get one and a half times for the same cost of living? Why is that for years cost of living is greater than the one that's making eighteen bucks? It's not.

Palmer: So, I guess the overriding question is from a philosophical standpoint, we want to incorporate the COLA and Merit. And if so, we just need to determine at what level you guys want to fund that. I would just recommend, so we don't go down the rabbit hole, we budget for that. And then at some point over the next month or two, let us come back to you guys with a strategy on whatever you decide and whatever scenario. We would fund it and you guys can hash that out at some point so we're not just getting caught up on this here.

Mayor Pro Tem Olson: Since we're in it, my opinion, and they failed me, I'm fine with the COLA (Inaudible). I'm just trying to be more fair and equal to everyone. When it comes to a cost of living it should be just that, cost of living not, well, I make more so I should get more. Now merit raise? Absolutely. You do more you weigh more government responsibility. By all means, do that. But from my cost of living standpoint, nobody's changed more than anybody else.

CM Donaldson: This is what they asked for last year and we gave it to them.

Mayor Countryman: They just asked for COLA, they didn't ask for everybody to get an equal amount they just asked for it.

Mayor Pro Tem Olson: We only give it to hourly employees.

CM Donaldson: I don't mind doing it. It's legal.

Palmer: So if you guys are ok with funding what we're proposing, 3% and 5, then we can come back to all with something you guys can actually (inaudible) as a practice. I don't think we're gonna solve that right here. But I think that Maryann and I can chew on this a little bit.

CM Langley: Who gets the merit raises?

Palmer: Well, they are competitive. So all employees would, based on their evaluation and could be eligible for 5%.

CM Langley: That's the evaluation part. Do they have a set goal that I have to accomplish to get this merit?

Palmer: Yes, all the goals that were outlined in the strategic planning and part of the department heads evaluation. All the evaluations of the departments should be the goals and objectives that the director has set up for performance. There are some metrics that are built in some scoring metrics for the evaluation itself. Probably not different from when you're here.

CM Langley: But we didn't do merit raises.

Mayor Pro Tem Olson: Then the other thing is, it's only funded at 75%. So, it's not 5% across the board, so we can't because it's only funded to 75%, we can't give 5% across the board, we have to break it down. So, some are gonna get two, some are gonna get 3, some are gonna get 0.

Palmer: And that is all based off of their performance. So if you have a rock star performer, they should be 5%, you know someone who's struggling, they're going to be down zero 1%. And then that's a different conversation. But that's how it breaks down.

CM Langley: And so, all the money is used?

Palmer: Not necessarily, it would depend on how that all plays out. So, if we have a lot of three percenters, we're gonna still have those 2%. So, we'll budget enough to cover 75%, but we know that not everyone is gonna get 5%. They'll get the COLA, but the merit will be competitive. So that's why we have 3% and the 5%. So, whatever you guys decide on COLA, whether it's flat, or percentage, we can implement that. And then we will do the competitive part like we did last year in the fall, but we just need to budget now. Did I answer your question?

CM Langley: Yes.

Mayor Countryman: Do kind of like this, like the two scenarios just so everybody?

Palmer: Yes.

Muckleroy: I agree 100% with the philosophy of it costing and the same for everyone. You have HEB groceries that cost me \$200 last year at HEB and they're costing me \$225, now they're costing you \$225 as well. So, I agree with it 100% on COLA. As far as figuring the numbers out, that's

way beyond me. I do agree that the guys at the bottom need more help for groceries than I need. So I'm completely fine with it.

CM Langley: When is the next budget meeting?

Palmer: I think in August?

Greene: August 6th.

Palmer: 6th?

CM Fox: Maryann, do you think that if you did a flat one with the 73 491 versus just the percentage, would it make a substantial difference in the lower wage employees?

Carl: Can you repeat that question?

Mayor Pro Tem Olson: I can answer it for you. The difference between someone who makes \$18 an hour and somebody who makes \$38 an hour is \$1.16 and \$0.53.

CM Fox: Casey, I want Maryann to answer.

Mayor Pro Tem Olson: Math is math, it doesn't matter who does it.

CM Fox: I know, but I want Maryann to answer me. Ok, Maryann, the question is will it make a substantial difference whether we give to the people who are on the lower echelon, lower end, wages will make a substantial difference whether we did 3%, or whether we did a flat fee?

Carl: We're going to have to look close at the data and look at it in the different scenarios and we'll see what it does for the average because my idea of substantial might be different than your idea existing substantial, so we'll look at it.

Palmer: Yes, we'll look at it and bring you back a bunch of options so you can make a decision.

CM Fox: Because to me, it seems like if it was not substantial in your right, it's subjective, the work was substantial. But to me, it looks like that if it was something within the \$20 range by everybody. I was wondering, would it be worth the extra time to do it or not?

Carl: We'll look at it. The next budget workshop is August 12th.

Greene: On the list that we've have, it's the sixth, which is an off week. It's a week before the first regular council meeting. We do have a budget workshop as well.

Carl: So, I'm not sure we'll have a tax rate by the sixth. That's why it's in the front of the binders is the schedule and that's not on there.

Palmer: It might be a general workshop.

CM Langley: I had it in my calendar as the sixth, I just had it as a city workshop.

Palmer: Ye, that's probably just a general workshop, which we can use for this.

Greene: So, we just leave that tentative when we know when you get the rate?

Carl: We have a budget scheduled on Monday, August 12th and I should have everything by the 12th.

Greene: So nix the sixth?

Palmer: No, we'll still keep the sixth.

Greene: Ok.

Carl: So moving on from personnel costs in fund 100. Yes, fund 100. Departments and administration. We kind of talked about these things in our last workshop and we talked a little bit about the additional money we put into like legal notices and publications.

Palmer: Are we on admin?

Carl: Yes, we are on admin, page three.

Mayor Countryman: Its gone up to 12,000, So I assume that's because of the November ballot, election stuff?

Carl: Yes. We are way over budget this year and the more development we have the more that happens, the more posting that's required.

Mayor Countryman: Looks like we've gone over every year. I think it was tough enough that's for sure. So do you think the 12,000 was enough?

Carl: That's a question for that side of the table over there.

Palmer: Which one?

Mayor Countryman: The one that says over budget one year on the right-hand side. Page three right there, right?

Mayor Countryman: Used to be able to say whatever number it was and then be able to fund it.

CM Langley: You think 12,000 is enough?

Mayor Countryman: That's what I asked.

Mayor Pro Tem Olson: Well, it's weird because it was 6, then 8, and then 3600. I think it just makes my point. Sipping community relations, what's that mean? added one more for various meetings, crime district and planning. But it's 5000. Simulations. This is so community relations. Like the things that fall underneath with the city administrator for that Friday, monthly meeting. We expect that there will potentially be some community meetings related to the ballot issue for any project to project. So those are the community relations piece. Do you think that that is enough? Also the other thing that came out of this was when you all posted that HJC group that came out and toured the city, the lunch that was provided for that and the vehicle that was used to

transport everybody like that's a Community Relations piece. Another note I would have on here is inspections and permits asked us out again, revenue side the revenue plus outcomes, the increase in projects, so 100,000 and legal fees, and that's scary. Talking to Alan and jumping on meetings. Okay, for this year, this year to date, we're 130. We're now 21,002. So for those that's not even as of March, that's October, November, December filling their series behind in their billings, and James has been working with them to get them caught up on their billing three months. So it's not just the conversations, it's the preparing, reviewing contracts, ordinances, any of those kinds of things. Does that include the president? Maybe? What's that? Oh, yeah, being estimating. And then we have to remember all the litigations as it were, that also doesn't surprise me at all. There is a slight change in printing and office supplies and the fact that we've moved general items to operating supplies online. There's been a ton of back and forth between departments on how that was coded. So, printing and office supplies are definitely different than let's say plates and cups and toilet paper. So that's an operating supply. So we've split that out. So that's why you see reduction there. You'll see the operating supplies on the next page. Tax assessor fees. That's our best guesstimate at this point based on value or their budgets and how many people participate. The cost of the election is in here. We have an increase in computer technology. There's several computers that are needing to be replaced in addition to the scanner. This is that candidate keys, the Encode license. That's a piece of that. So we have to increase other things that are our computer technology, our normal monthly OCS for Microsoft, the software upgrades. I know I talked to a couple of you about some of these things. So we have a need to complete this GL conversion piece. And we've talked a little bit about the fact that you know our numbering system is not consistent across the board, which causes several implications like times for reports so that piece in here, they are asking for a budgeting software solution which would make this process way more friendly, user friendly and interactive and potentially any new items that would be needed by the New City secretary. Where did we see that operating supply? I think that was just a move down from the landscape above.

You'll see throughout this budget we've estimated a 5% increase on our insurance for liability and property insurance based on feedback from TML currently.

The last item on this page is where we see that increase for the sales tax rebate. Remember, this includes Kroger, the shops, and this also announced an estimate on that. Then the next page is the estimate.

We also pay the Summit Business Park. It's not included in this. It is its own fund. And I believe that the 382 number is included in that 380 the tax abatement that you're seeing on the top of the page. So I think I'm hearing that's what you said on the next page. Yes, on this one it says page three to three now here at least the 160s I have the 490 correct that 490 is a sales tax. On that city has a lot of prepaid to Kroger is also part of that rule and there's two components of the credit.

We need the emergency equipment I think biggest deal? Is there anything needed to look at this? Question is about the telephone? Or if the telephone was laid down, are you talking at the lineups I was reading? The telephone is going to include anything that's related to the telephone. So telephone at City Hall, those that get the telephone reimbursement for employees that have a telephone, separate line for that mobile battery. Car radio. So what we'll do data went up for the new car stuff, your car didn't go up? I know I'll tell you part of it. The issue on the telephone is that some of the individuals and this is why we are back to that wage number and percentage. Okay, so some individuals who are receiving reimbursement for the cell phone stipend, right, was coded to wages. So that arbitrarily impacts the wages line because it's a reimbursement it should have been undertone. So that's been caught and cleaned up, cleaned up moving forward and

budgeted appropriately. I just thought it was strange that the admin went down to 30% and release went up, generally split up. So the phone itself, the phone service here is equally split. So this is related to this and was going to be related to that for reimbursement.

Can we get down to emergency equipment? I think last year there were 2,216 fires on that for that percentage. If you guys are looking at 202 on the level where you see radios that was made deals with \$25,000 in there. We look at some things a day. So we take 10,000 out of there. You got to understand that the terms on the cars and vehicles we're using the money, but this year to equip those cars. That's like 125,001 50. And then we'll pay next year into beliefs that the budget will pay into the lease.

Now is all the computer your equipment, most go to Power tip. Yes, we talked about how and that's the one that is going to have to look into change the wavelet. Louder. Begin to get into seven. Yes. We know that because we talked about it here. That cost is \$96,005 28. And what we originally did not want to get into that was complete. Everybody got Tyler, Tyler is not producing what we needed it to produce and for me to sit here and tell you that I'm not using it every day. So I've asked Sarge coming here to tell you guys the pros and the cons and what's happening here.

So Spillman versus Tyler. Spillman is an all in one system. All agencies use it here. So when we do our troll, our traffic stops and he calls for service, every arrest, it's all stats in there and everything is accurate 100%. So with Tyler we have to go back in. And basically we're doing double the work as far as patrol officers. So they may forget something but usually it doesn't happen, but for some reason something happens. It may not get entered where Spillman dispatch enters everything from the time the call comes in to the time it's over, all call notes, report writing, everything is all in one. The other thing with Spillman is if we are on a traffic stop and we're running a guy we see when he's been contacted and when he's been dealt with what he's been arrested for versus Tyler, you don't have that option. So Tyler uses just a report writing system versus Spillman and that's where we run driver's license, license plates, check warrants, or Spillman, who said report routing is done there. And not just that it's all county wide. So everybody sees each other's stuff. If we have a case here and another agency is dealing with the same person, they can pull up our case and say okay, well this is what they're dealing with over here on their net. So it helps us all networked with each other as well. Today, I don't know if counsel knows this, but today we have Tyler and the Tyler equation is just here. That doesn't talk to anybody in accounting at all. And to your point, it's double work. It's very labor intensive.

How long has the County used filming? I want to say I started in 2013 with the County. I think they even went live in 2015. It's been helpful. We had determined in the past that was dinosaur technologies. The only con I would have with Spillman is every so often they do an epic so it's out for a couple of hours. But in return, he updates everything. We get quicker returns; the GPS maps are updated to where all these new subdivisions that are being built within our city are shown and we have a modern map. Amazing. As soon as we get dispatched to a call, instead of like, I'll save all these new subdivisions being built or if my partner is down the street, he's in a shooting and I don't know anywhere in District Four, which is Magnolia on a reset or it is click on a map to show exactly where he is at on that map in real time. That way for us we click on his call, shows in route, and it gives me a direct route as it's up to date. That's probably one of the best pros to it. Also, report writing is amazing as well. Everything is in house and so if chief or somebody in our command staff want to check on it they can easily pull it up. One of my, one of my biggest deals with what we've been using with file is when we get a case and that case needs to go to an investigator, then that case goes into a folder, either on the spirits door or goes in on the detective

door. If he's in family somewhere, he never gets to that. But with Spillman, it goes right to him on his desk, and it's there for him. He knows exactly what he needs to start investigating.

I have a question because Texas is a little different than what I'm used to. But for this film, and I know the tech the Federal Public Safety was not a great product, but it's filming. So what if Walker County What did they get this filming communicate? And whatever they use if they're using it? Yes. To paint what I'm saying is because obviously it's talent in town and county and county, it's very broken up about the different things. But it's very strange. The way you lose the way you do that when you go to dispatch operation, even though these officers can go car to car and maybe talk to someone and Walker can. You won't know what channel that is until the dispatcher says we're going to this channel. A dispatcher can talk to Walker, can tell him exactly what's going on and walk with him or either Patrick through and then he can hear that information. So they don't have to be on the exact same system. I got an email from Spillman. They couldn't get us connected. To go live in October. So that will start after the budget review January. But we did get an email from Tyler talking about a disconnect or canceling within the loan as 30 day notice. Whatever money we paid them they will reimburse us in January once we shoplifting Pro. That normally was like \$17,000 it's gonna cost us a little over \$7,000 that year. So we'll get reimbursed at least \$13,000 to \$14,000 at that point so we're getting more for less. So \$7,000. And there's more if you're looking at it like that when it costs to even bring Tyler in first. Many counties had it since 2015. Why are we just now trying to go to it. We talked about it. When I got here on him county had because she had to go where you take a test, and they put you into this film and switch some of the information in this film. At the point that we started looking at it, they're already starting to look at Tyler. I've made some agreements with Tyler. So Tyler also sells a good game that we're good. Well this is what we can do for you. You bring them out and when they are first coming out they're training people and say, well, can your system do this? Yes or yes. And by that time, you get into that system and it doesn't do things. Right before you came here we paid a whole bunch of money to get on Tyler and we were kind of in the hole. So we were overpaying. I know we were tired, but we were because Susan brought in Tyler. This is gonna be a system that's going to be sustainable for the long term.

We were using Tyler for the utility billing side of things but everybody can all talk but yes, sounds like PD so it's good for me. I got this in the first place. I've used five. That's not been a success. It's just not a good public safety because I thank you, Kimberly, all the difference before watching. We have piles of income we stay on income, not everyone else is on the tin. So you think the County's gonna stay with Spillman? Yes. That's a question we asked before we went there, they renewed everything. And that's the question we get. Because they felt like they're married, just retired. And I mean, that sort of system. They put another guy over that system. And talking to them, they like it. I mean, he doesn't have any plans on making any changes. So let's say a mistake, you are trying to run on us? No, not right now. Or use our totals on their own system. They have their own history. So their own estimate. So if you get down here to where it says patrol weapon, we originally had \$36,000 in there. We looked at some of the weapons that we had. So we took \$10,000 off of that. So we'll change that to \$26,000. And we will need \$36,000 to do anything else on your stand out?

I'm in an employee assistance program. What does that do for our employees?

So the EAP is more for someone who has a drug abuse problem. They can contact the Employee Assistance Program and get help. That's a component of it. The other component of it is say we had an employee who passed away and we need to have grief counselors come in. We need to have those kinds of things to say we need to have employee assistance they have all kinds of pieces.

We've had this in place for several years and we've never had to use it or witness who was not involved in the shuffle it was a federal resource.

Are you overwhelmed with this perception increase? Even softer this building is not. We're taking questions from you all. Do you have anything right off the bat? Really read it line by line. We are proposing a new position. City Hall expenses, whatever we want to include. Putting the paint job on the outside hasn't been done since the building was built. And then the big one is the contract labor. Putting that back in putting somebody in that. And that's the reason for the big job putting \$250,000 into that. It's really not putting in. We're just not putting the capital projects to transfer over.

Well, no, it was always in the Public Works budget until last year. And then last year, we were gonna switch it over to the capital side, but we never got the streets on the capital side because of all the water sewer projects. So we are putting it back in this year.

Did you ever get an answer for the check for the Lone Star? Water? I never heard not a full answer. No. So we were going to have a call with Katherine last week and our meeting interfered with it so we need to circle back over. I don't have a full answer. You can maybe explain a little bit more on that one start piece like you're gonna explain.

On the memo, it said it was for the yearly fees, but it was only a six month period. And it was \$18,000 something \$19,000. I'm like, so why is the sales for a year but the dates are only six months? She said she didn't know she contacted you? And she'd let me know. And I just haven't heard back. So we had to ask for the increase and there was some factors that went into that. So Lone Star charges up front for they want us to ask how much water we need up front with paperwork to ask for the increase. They require a hydrological study to be done for that, which is \$25,000ish to have that done. Katherine and Chris ran some numbers last year and said okay look, if we're going to ask for the increase and we have to do a \$25,000 study every time what makes the most sense. Do we ask for an increase every year or do we look a couple of years out and go ahead and ask for that increase? A couple of years out it made more sense to ask a couple of years now. Yes, so we're not having to spend the timeframe for Lone Star to process these requests which has been astronomical. They're just now getting to the one that was submitted a year ago, so we're just not getting the approval on it. That's why it gets an increase for basically for the remainder of the year, on a request that we made a year ago, so that we stay within our department. Yes, they had a public meeting. I went to go over. I actually went and spoke at it and made a comment about this very thing about us having to pay for money, pay for the fees of fraud, and then get recovery on the backend from our residents. And what I told them in the meeting was it says in your name conservation, but you're not growing. Consequently, because on the back end, we're hoping that we're recouping some money by increase, you know, we're not promoting that, but we're hoping for some money back. That's one of the things that they're looking at with the new general manager but haven't heard much. So you see there's a gap. We're definitely asking for more than we need. We're not going to recoup all of that because we're asking for more than we need because if we don't do that we're gonna pay more money in the long run with the hydrological studies done every year.

Before you're wondering, I think it's down to your scenario and for your scenario, just to see, you know, with the increase in fees versus that hydrological study. Yes, what made more sense. And so we did a four year look ahead on what we're thinking we're going to be whatever we asked for are permitted assurances, I mean, it's quite a bit more believable. So that means that we say okay, we need 100 that we added 10 sets of beeps, right but we use millions at that we've paid for that

110 and then they have a price increase. We set the price or they set the price. So they have a price increase. And we just hope that we fill up that 20 percent gap or whatever because of the price increase? Well, we really know that we're not going to fill in. Yes, that's what we're asking for to advance. But we know.

So then we get the money credit, right? We're going to take this \$18,000 and we're good for the next year. Then really, we only use \$17,000 worth, where that \$1,000 is extra. That's the problem. I talked with the new general manager after the meeting about that and she told me they're looking for a way to get it towards more of a pay per view. So instead of pay in advance and not get a credit, they're gonna pay \$30,000 and then only use \$20,000 worth of loss that way. It's set up. Exactly. But if we don't do it this way, a conservative so then we said, okay, okay, we don't do it this way that we're spending \$25,000 So exactly. It is wow. Okay. I mean, have we ever been short? Like there's been a gap? Yes, significant. We went over those a couple of years ago, we were having well insurance we went over 22 which is what started this whole conversation, they did a rule changes 21 which went into effect on 22 that pretty much all the entities didn't clearly know about it, it was a communication breakdown. So we went over in 22 because of the weather issues and so that started off with this 23 so this is kind of a big thing to look for changes we've updated in the US we've upped the permit a couple times over the past seven years. This was the largest jump as we also add the future well we just had to deal with in that four years let's get the permit now we'll get the permit to have that flexibility and that comes out of the general fund. It's on page two or three further, it's like five straight to data says yes, we didn't use any report at least 173 this year. I was just wondering if that's going be operating supplies. And then what is the new position? It's going be a field guy that is taking care of everything the field guys are doing so it's kind of a split of Eric's job. So Eric is the foreman assigning him and then keeping up with what the guys are doing in the field and keeping them busy where his shortfall is, keeping up with contractors. I want him more involved in the day to day operations with utility contractors. It will be someone who is with the guys in the field says he'll be working in the field with the guys but taking care directly of what they're doing on a day to day basis. Given the rapid pace I think that's a good idea is with all the contractors that were out here and then however it's gonna be hard for somebody to be somewhere all the time wanting more and more. Eric will be more involved in the capital side of things helping WGA and their respective watch what's going on with these new neighborhoods. I don't have a lot of changes so I have to answer any questions you all have.

Water sewers so then there's that, park improvements we've got some stuff in the parks more so than Fernland this year that we need to do painting outside of and painting some inside.

There hasn't been much change to the court unless you guys have any questions.

Maryann discussed what changes needed to remain together from the computers website that computer and technology cover basically the same thing? Yes. And then your computer technology went up quite a bit because what does this mean here because we learned some things together with the last account. Let's slide that up so it's not basically three or four line items we put it on one focus to have one dispersed and that was a computer technology line and a computer website there is no reason that we took the money that was budgeted would have been typically about your budget under computers and website and move that to computer technology or anything like that. The other thing that we did a combination on is general consultant fees. For some reason some of the items were budgeted under general consultant fees.

Yes, copy fax machine stay the same for the core went up 44% same copy of your back machine. Yes, but the problem is that it was not being correctly coded to court previously. That means one

of the other lines was somewhere else or went down 10. Surely I can go back and look at this for you and pull a report on that. That doesn't necessarily mean oh about the money in your mind I put out but if we take it from some places, we're somewhere else.

The other thing that falls underneath this copier and fax machine and the best way to save, potentially it could be a decrease but it's their usage and import is using more. This is based on their usage by their copy overage. I can pull some additional information on the copier by looking at the common ones and when I sent one and the other one that went down with that particular case this is based on usage. Okay. So you have your own copy you share what I shared with the court and most of the money. If they have to be like copies or scans, things like that the PD will come and use that and it's also your printers and the usage we all have this.

So Gen Con was the only funding source, right? We get on a lot of different numbers. That's an enterprise fund, it's meant to be feature services. So as far as departments, you guys are right on the department budget. I did so the general fund is down prices, we have that ordinance in place that we have to maintain is that the general fund balance that we're talking about we're within the pool.

The ones that I'll point out is making the change. Well, the new position is in there for half the salary as well as how that works. We lowered the operator costs. So in the old contract, the preventative maintenance side of things was built into the contract which was under the operator line item with a new contract. That's not so with this one is now the flat rate or what they charge us monthly. And then the balance was moved over to the preventative maintenance line. So the difference between these two is still a net zero. But it didn't change. When you add both of those lines up a little bit more for telephone and adding an iPad for the new position. We were trending under as it was.

I was actually looking at the revenue versus a decrease in revenue. Now, so the department requesting this that's based on it's not based on like, current other than it's used for trending. Think part of the difference here, the reason that your revenue is down is we don't have a pension dissipate as much an impact fees. So if you notice on impact fees, last year, we had budgeted 1.5, based on what is projected this next year is just over 1.1. So that's impacting your revenue on this side. But you also have to understand that it's a transfer out. Right. So you'll see that reflected on the expense side. But as far as a side by side comparison over why there's a reduction in revenue. That's a big one right there.

So the impact fees, that number doesn't match up to the capital number we had here today. That money can't be you because that's all gone to the capital projects. We can't go into the news for operating. But we'll imagine those numbers because we're just talking about all the revenue we historically project conservatively. Okay, it's hard to judge because the majority of your revenue and water so we're five pounds in the last three months of the year, we're hitting right now. It's similar rain, we get the lead. Exactly. We've played it safe every year with the 4% range. We always end up in coming in over. But it's what's hard to target one more project more than that to get what you can but it's just quite safe and we're going to keep it forward.

Thinking I'll find out is that your solid waste revenue line will likely be long and will be adjusted based on whatever agreement is reached.

You get the truck equipped with the lease to lease program on here to the utility projects plot out of the way that it is removing it from the other line item and just putting it over to this one. So

there's actually no increase. You will find that you'll see the increase in the transfer debt service and this is based on the issuance.

Quick question. I know we talked about this in one of the back in the days, there was that much of an increase in just one to 8% increase. Maybe that's what he was discussing. So under the operator costs, you'll see it was a reduction by 58% because that is it's on page two of 217 halfway down operator costs is just there and then that big increase over on the utility progress preventative maintenance, that's the maintenance I didn't understand what you're talking about. And then the circle all the way back to the beginning at Gen Con in 95,002 99 that's using all these numbers that are currently here. So when she puts his 20 grand rack collection rate on it it's not.

Right, one of the things that you will notice under water and sewer if you look at that same map top revenue of \$4,076,000 expenses of \$4 million so currently, the water and sewer is going to be short \$100,000. That's what I was looking at. So the impact is kind of what is different. They're talking about the other day versus this one.

But the impact fees are going out. So if we increase the impact base to 1.5 the expense for him is going to raise to 1.5. So those capacities are going to stay there. So we've kind of like, disregard that because there's no way to retain that in the water sewer. So it would be finding either looking at those sources of revenue, it really is not an area to cut in your water sewer. I mean, this is related to service. There is a very healthy fund balance in the utility department. If that's something that we need to look at in this next year while we're going to be evaluating the rate study information that WGA has and what that looks like.

So this 95 to nine, nine, go into the CIP for the capital improvements are so that that is leftover for the net revenue. So where does that go? For the general fund?

You're back on the general fund? Yes.

We're talking about general fund Sorry.

She's asking about the negative balance. We're going to carry water sewer. Yes. \$200,000.

Our revenues would be on paperwork, or revenue cover that this is showing that it's not covering? So what is within that space?

So can't say that there's a mistake in the math part of that is going to be the question that I had asked of James in one of the meetings about bringing back in that depreciation piece. It's a calculation piece, as far as the cashflow side of it. I can't answer that. I see a question for James still, I can't answer that. But we're talking about the rates and the rate study and where we've been at in that process. That is one of the things that we just need to take a look at and make sure that we're where it needs to be to be able to satisfy the information.

Well, the need to reevaluate because we did print one sheet, but anyway, that generated additional \$200,000 into that water and sewer fund. The anticipation there was for the funding that they found the funding of this, we discussed at the last meeting. Also, we just had time to sit down with Mike and Maryann and the rest of staff to figure out, you can use some money for that service payment. We'll have to look at where do you stand on it? Alright, so I'll pass these out. Do we have a comparison sheet? Because that was one of the concerns that was brought up in the last meeting? Was that compared to our surrounding neighbors? And it's yours that it did not correct. But so in

general, in order to generate another \$200,000, roughly, in revenue here water and sewer fund, you're looking at an increase on the average single family is about two bucks. So obviously, more of the burden was put on the high volume users and your commercial and multi-family accounts. So when you compare it to your neighbor's Conroe, you're still generally looking at single family because obviously there's a lot of category path there why water rates compared to the city of Conroe, Magnolia here last, those are the two ones that we compare to. So what I just handed out, we want to go through some of the updates and changes we talked about from the capital improvement plan philosophy. There's a couple of projects we added based on some conversations. This is a sheet you saw last week. This we added a couple items. So one of them was what we discussed. The going down to section one. So the TxDOT project that we talked about were 105 expansion, from Grimes County to Shepard Street. They are one into one, with that project next summer in June the 26th. And they have some potential utility relocation from the city. So we've been working with them for over five months, probably at this point, trying to get them to tell us what actually they want to move. As of today, they still haven't said definitively. So we built in kind of worst case scenario, there's three main projects that have relocation, and those are starting at lift station B, Portsmouth relocation, one on relocation, and lift station five. Those chances are not all won't be needed. However, until we know the tax, we added that in here, we revised the Plez Morgan erosion numbers just needed that little for me to discuss at the last meeting. With the tried point agreement, that term for payment has been changed after substantial completion. Since that project hasn't started, that's not to be next fiscal year. So we move that to 10. That first 1/5 payment next fiscal year, this current one. The other thing we changed was the drainage improvements. So we talked about the drainage assessment, we did not have a line for drainage improvements. So we put a line item in here for ditch regrading culvert replacement. You know, there's a lot without that full assessment survey, obviously, that number has a lot of variability. But putting that in here, so maybe we need to rewrite a bunch of pitches and add replacement colors. So end of the day, when you get down to the bottom summary of funds, you're looking at total city share of around \$6 million. You take our impact fees, the CEO fund summary because they're forever. Some of these are the CEO projects. And then the ARPA funds, that leaves you about 1.4, which is kind of average we were talking last time. So we go over to the next sheet, a lot of numbers on here. But looking at rates to generate is roughly \$100,000 of revenues and million dollars of funding, we ran it up said what's \$200,000 to \$2 million bonding 1.4 projects we do. So you see your proposed rate, your existing rates, starting from left to right, you can see that increase. But when you really look at the sheet in this section, you'll see the average minimum and max user. So per category the average single family bill goes from \$50.00 to \$52.50 to \$50.00 to \$60.00 to \$1. The minimum user goes with that same \$2. Tonight, your maximum user, which you know, that's the reason a lot. And that's kind of an oddity, when you look at it at the carwash, no, this is it's only single family, your commercial, they range from anywhere, you know, so some minimum bills out there that they're hardly using anything, you have one customer that they're looking at generally around \$8,500. And then some of your others so it is how it compares to the rate. But with these changes, you look at your average bill. The average user in Montgomery uses about 60 average single family, about 6,300 gallons a minute. So their bill in the proposed rates would be \$52.00. Conroe would be \$147.00. We'll send this summary out to you all. It was intended to be here. The five year with waste management was like 66 cents or something that was like \$10.00 I can't remember. It was like domino; do you remember I was just trying to figure out if it was gonna be a \$10 month raise for households or users or there's gonna be a \$3.00 total waste management and water right. And the other thing just in this is a not adding connections. This is based on connections on this report. So as we're adding connections, obviously that revenue increases with the usage and is expensive too as well. But, you know, this is a static look at connection count. So we'll get with Maryann and Mike, we need to understand that \$200,000 out to the park. And if we need to try to look at that are you confident we can make that up? I mean,

so \$200,000 yes, you're average bill would go up \$4.00 a month versus the \$2.00 a month to cover that.

So what's got me worried though is this to water or capital going out? 1.1 or even 1.9? Right, that's a significant difference. That 1.1 is revenue, this is expenses. Revenue that comes off the shoulders revenue, but it comes off just like liabilities, incomes over a period of 1.9 is the amount that we use, right? Out of our impact, we're showing 1.1 Subtract from our revenue.

Right, one thing to do not forgetting the beginning balance. So you have your beginning balance of \$720,000. And then we had a projected additional payment which is different now trying to find your best partner, so in a 1.17. And that this is to begin. Because they're expiring anyway, we pull out the 361 121 bar, but that's a little bit different kind of what we saw interest coming in on that account.

Are we depleted? I just want to make sure we've completed it. I don't want to leave any money hanging?

Absolutely. I agree. So we talked about the last meeting that will lead to conversion and it's tomorrow. It's our next one.

Cheaper, you think? That's always the hope?

So that being said, if this is for all for? And I know we're looking at two different budgets, we're looking for \$200,000 that are for funders. How much, 350 roughly.

If we pick one of these, just want to please convert that down the road, reallocated those ARPA funds to different projects, and put to 190,000 back from the impact fees. How does that impact work for water and sewer? Can we keep any of them? Keep them in camp.

So you can work which you can use for the projects that are in the impacting study, which are all projects that add capacity. You can directly pay for those projects, or you can pay for debt service against them. We could use it to earn 1000 towards a debt service because your CEO, the CEO funds, there's a good chunk of that that is going to the water plant improvements. About \$700,000 of that project is for expansion of facilities, because the wells water, what I'm saying is debt service. We can use \$200,000 of that 1.1 a little bit out because we're gonna look at 997, we'll get us to 1000 the payment that services roughly.

Yes, we'll have to honor the bleach conversions down the road, and we're squared in water sewer. So the only thing is to think about how we're able to actually utilize those. We have a file to a different project which we can use them on the welfare update, which is to improve, right. It's just meeting that federal procurement guideline. That's really the park because it's that project is already underway, that the federal project would have to be a different component. Well, that we believe will fix all of this without want to know if it's possible to take place the mortgage as next year's budget to put it in this year's budget? You do a budget amendment and make it out of the money that we got for the wells, the 3.5 million times. Is that possible? Is it doing? It needs to be done. And I don't want to wait until we get the money to do it if we can do a budget amendment this year and get it taken care of. Mike mentioned last meeting that it needs to be done.

Yes. I'd like to see it done in this year's budget and there are a couple other projects like that are underway. So the full amount you might be paying in minus V might be done prior to this fiscal
Page | 21

year so that we can pay it out this year, not next. The Woodlands you might have passed on that we just got the contract signed tonight. So it is something that we can look at to see if we can pull that forward.

And a piece like that and to keep in mind standard is under a capital project. You don't really have a budget amendment to work in that case. It's literally what projects are happening now and where these folks are because it's not an operational piece. So you see a bunch of men that are talking about the operational and the textile project it's supposed to what they say thanks for your budget this budget you have \$600,000 and tech stock relocation projects that tech stock could get delayed the project keep delaying the software acquire right away. They haven't finished yet. I think they just build it follow a person that is in the city I'm trying to require right away out here. And one thing they haven't answered is we know that the city project is in the third phase. They don't intend to let the first phase until next June, July of 27th, June 26th so they wanted the relocation done first. We're trying to get them to give us a timeline but they haven't given us a timeline so that \$600,000 could push out well based on facts about anticipate they'll figure out within the next six months. Six months will be helpful, we've been trying for five years a lot of these do on that project we've asked TxDOT if we can leave the utilities in place if they say yes, we'll come out we'll make them out much more so they volunteer to help us fund this, move most of that road anyway only if so if a utility is in an easement and they're purchasing the right of way where the utility is and then they will pay for it but since these utilities are all within Texas right of way they are so in these cost assessments we have these one acquisition costs not put them back in the roadway but to try to acquire easements to move them outside so we don't have to do this again or if we do so then back to the close we're going to be, is that something that we should work on right now?

I don't know, let's take a look at that just to see if we can do that this year.

When we meet on August 12th that should be our final budget that we will then be able to post as our budget that was our proposed budget due to be posted by August 4th in order to meet our deadlines.

There is something else and that was the motion to adjourn. Second. Motion seconded that we adjourn. All those in favor say aye. Those opposed say nay. The ayes have it, motion carries.

Adjournment:

CM Langley made a motion to adjourn, and the motion was seconded by CM Fox with all Councilmembers voting AYE, motion carried.

Meeting adjourned at 6:45 p.m.

Submitted by: _____ Date Approved: _____
James Greene, City Secretary

Sara Countryman, Mayor

Montgomery Planning and Zoning Commission
AGENDA REPORT

Meeting Date: August 13, 2024	Budgeted Amount: N/A
Department: Administration	Prepared By: G. Palmer

Subject

Consideration and possible action on the Final Plats for Redbird Meadows Sections One, Two, and Three (Dev. No. 2006).

Recommendation

Staff and Planning and Zoning Commission (2-1) recommends approval of the Final Plats for Redbird Meadows Sections One, Two, and Three.

Discussion

Issue:

The final plats for Sections 1-3 have been submitted and reviewed by the city engineer. The plats meet the conditions set by the approved Development Agreement and other applicable regulations.

Rules:

Chapter 78 governs subdivision of land within the city. Section 78-61 details Final Plat requirements. The approved Development Agreement, along with Amendment No. 1 and a summary of the amendment, is attached for your reference.

Analysis & Conclusion:

The engineers have reviewed the plats and found that they meet the applicable requirements referenced above and attached. Following discussion and clarifications with the city engineer, if there are no material errors or missing information, the Commission should approve the plats.

At their August 06, 2024 Regular Meeting the Planning and Zoning Commission recommended approval of the Final Plats as proposed (2-1).

Approved By

City Administrator	Gary Palmer	Date: 08/08/2024
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Montgomery Planning and Zoning Commission
AGENDA REPORT

Meeting Date: August 6, 2024	Budgeted Amount: N/A
Department: Administration	Prepared By: DMc

Subject

Consideration and possible action on the Final Plats for Redbird Meadows Sections One, Two, and Three (Dev. No. 2006).

Recommendation

Staff recommends approval of the Final Plats for Redbird Meadows Sections One, Two, and Three.

Discussion

Issue:

The final plats for Sections 1-3 have been submitted and reviewed by the city engineer. The plats meet the conditions set by the approved Development Agreement and other applicable regulations.

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Analysis & Conclusion:

The engineers have reviewed the plats and found that they meet the applicable requirements referenced above and attached. Following discussion and clarifications with the city engineer, if there are no material errors or missing information, the Commission should approve the plats.

Approved By

Director Planning & Development Assistant City Administrator	Dave McCorquodale	Date: 08/02/2024
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August 2, 2024

The Planning and Zoning Commission
City of Montgomery
101 Old Plantersville Rd.
Montgomery, Texas 77316

Re: Submission of Final Plat
Redbird Meadows Phase 1A (Sections 1, 2, and 3)
City of Montgomery

Dear Commission:

We reviewed the Final Plat submission for Redbird Meadows, owned by Redbird Meadows Development LLC. ("the Owner"), on behalf of the City of Montgomery. The Owner has requested platting of the referenced sections for the development of 174 single-family residential lots and 19 total reserves between the 3 sections.

As a reminder, this development includes 681 total single family lots with a mix of 60-, 70-, and 80-foot lot widths. The Final Plats submitted for approval include the following variances, as approved in the Development Agreement dated May 10, 2022 and amended August 8, 2023 :

- Streets: 24' pavement width and 50' right-of-way width for minor residential streets,
- Side Lot: 5' side yard setbacks, with no appurtenances, equipment, accessories, fixtures, appendages, extras, additions, etc. located within the side yard setback area. Additionally, 20% of the total shared lot lines between two adjacent homes for each development phase will have no less than a total of 15' side yard setbacks.
- Lot Size: A maximum of 47% of the platted single-family residential lots may be a minimum of 60-feet wide and 8,400 square feet.

Our review was based on The City of Montgomery's Code of Ordinances, Chapter 78, Section 60 and any other applicable chapters. We offer no objection to the plat as submitted. We recommend the Commission approve the plat as submitted.

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

Sincerely,

A handwritten signature in black ink that reads "Katherine Vu".

Katherine Vu, PE, CFM
Engineer for the City

Redbird Meadows Phase 1A Final Plats

City of Montgomery

Page 2 of 2

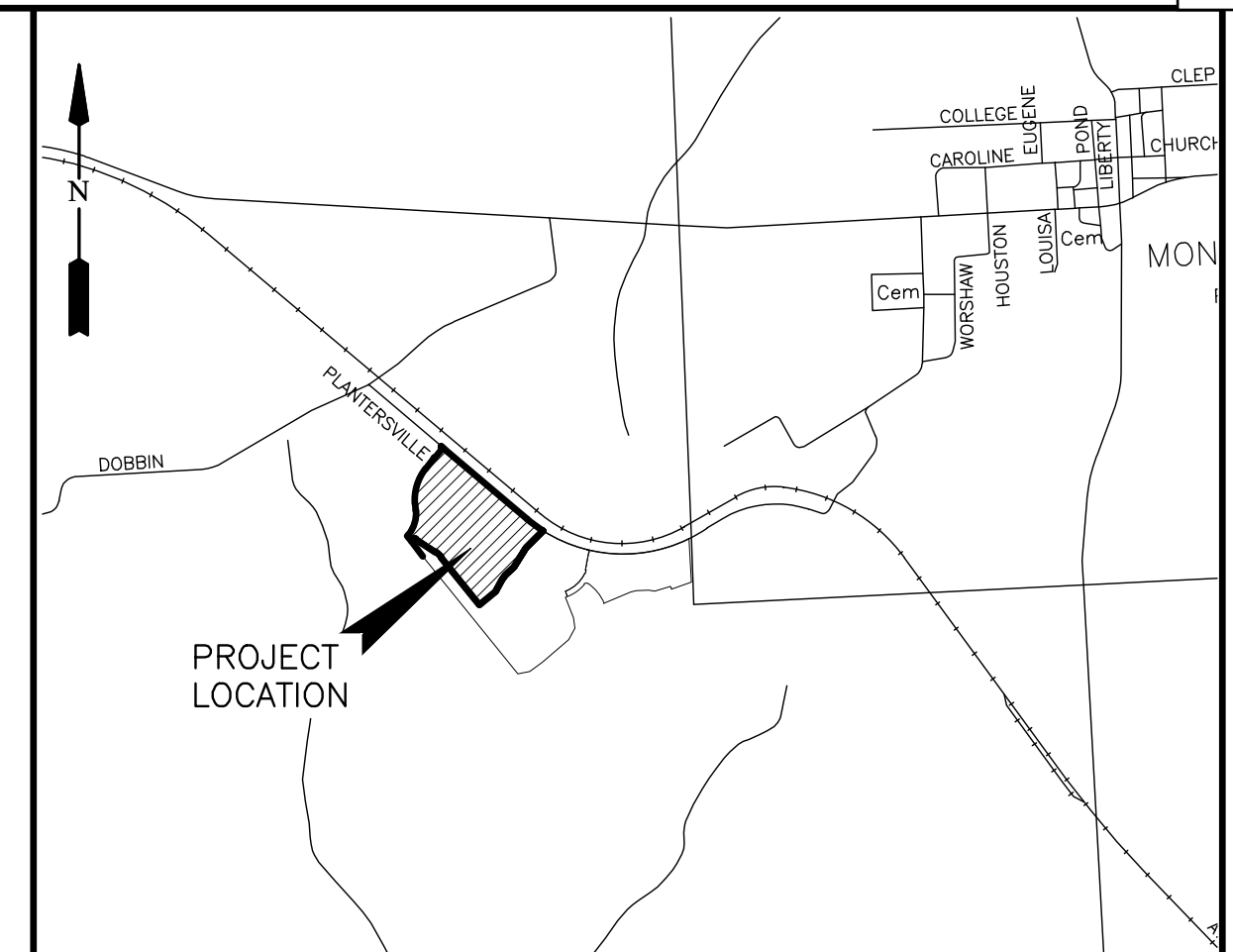
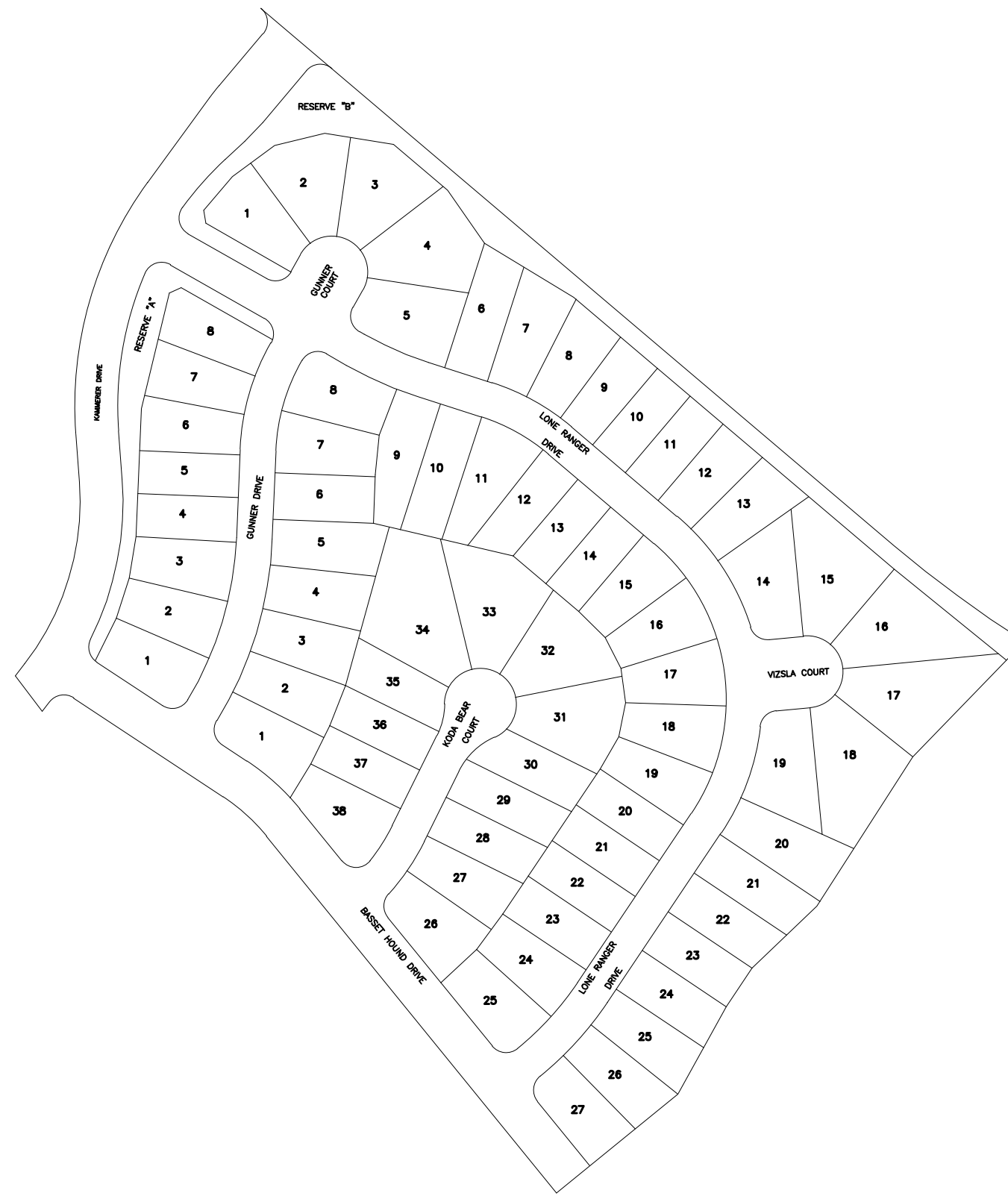
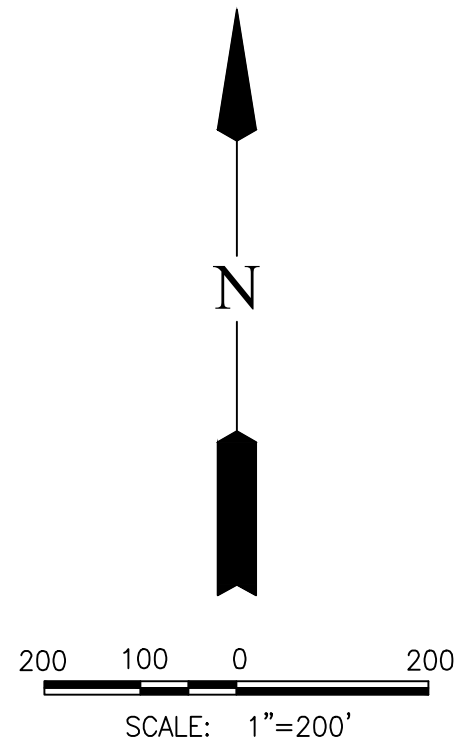
August 2, 2024

CVR/zlgt

Z:\00574 (City of Montgomery)_900 General Consultation\Correspondence\Letters\2024\2024.08.01 MEMO to P&Z Redbird Phase 1A Final Plat.docx

Enclosures: Final Plats

Cc (via email): The Honorable Mayor and City Council – City of Montgomery
Mr. Gary Palmer – City of Montgomery, City Administrator
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney
Mr. Micah Kreikemeier, PE – LJA, Redbird Meadows



VICINITY MAP
SCALE: 1" = 2,000'

REDBIRD MEADOWS SECTION ONE

A SUBDIVISION OF 27.18 ACRES OF LAND SITUATED IN THE
ZACHARIAH LANDRUM SURVEY, ABSTRACT A-22
MONTGOMERY COUNTY, TEXAS.

OWNERS: REDBIRD MEADOW DEVELOPMENT, LLC
A TEXAS LIMITED LIABILITY COMPANY
5910 FM 2920 RD, SUITE B
SPRING, TX 77388
(281) 350-6262

DEVELOPER: REDBIRD MEADOW DEVELOPMENT, LLC
A TEXAS LIMITED LIABILITY COMPANY
5910 FM 2920 RD, SUITE B
SPRING, TX 77388
(281) 350-6262

73 LOTS
3 BLOCKS
2 RESERVES
1.653 ACRES IN RESERVE

SURVEYOR:

LJA Surveying, Inc.
3600 W Sam Houston Parkway S Phone 713.953.5200
Suite 175 Fax 713.953.5026
Houston, Texas 77042 T.B.P.E.L.S. Firm No. 10194382

ENGINEER:

LJA Engineering, Inc.
3600 W Sam Houston Pkwy S Phone 713.953.5200
Suite 600 Fax 713.953.5026
Houston, Texas 77042 FRN - F-1386

DATE: MAY 16, 2024

SHEET 1 OF 4

2980-0101P.309

MYLAR CHECK: COORD. DIR.

File Name : I:\Projects\PLATTING\2980\PLATS\Red Bird Meadows Sec 1.dwg
Date Time : 16 May 2024 1:45:01 PM

STATE OF TEXAS
COUNTY OF MONTGOMERY

THAT REDBIRD MEADOW DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY HEREIN ACTING INDIVIDUALLY OR THROUGH THE UNDERSIGNED DULY AUTHORIZED AGENTS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN DESCRIBED REAL PROPERTY AS THE REDBIRD MEADOWS SECTION ONE SUBDIVISION, AND DOES HEREBY MAKE SUBDIVISION OF SAID PROPERTY ACCORDING TO THE LINES, STREETS, ALLEYS, PARKS, AND EASEMENTS THEREIN SHOWN, AND DEDICATE TO PUBLIC USE FOREVER ALL AREAS SHOWN ON THIS PLAT AS STREETS, ALLEYS, PARKS, AND EASEMENTS, EXCEPT THOSE SPECIFICALLY INDICATED AS PRIVATE, AND DOES HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS AND ALLEYS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADES AND DOES HEREBY BIND OWNER, AND OWNER'S SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

OWNER HEREBY CERTIFIES THAT OWNER HAS OR WILL COMPLY WITH ALL APPLICABLE REGULATIONS OF THE CITY, AND THAT A ROUGH PROPORTIONALITY EXISTS BETWEEN THE DEDICATIONS, IMPROVEMENTS, AND EXACTIONS REQUIRED UNDER SUCH REGULATIONS AND THE PROJECTED IMPACT OF THE SUBDIVISION.

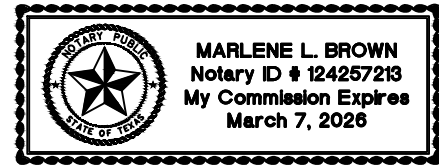
REDBIRD MEADOW DEVELOPMENT, LLC,
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
PERRY SENN,
MANAGER AND MEMBER

STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED PERRY SENN, MANAGER AND MEMBER OF REDBIRD MEADOW DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN AND HEREIN SET OUT AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2024.



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

THAT I STEPHEN P. MATOVICH, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREOF WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MONTGOMERY, TEXAS.

STEPHEN P. MATOVICH, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5347



I THE UNDERSIGNED, ENGINEER FOR THE CITY OF MONTGOMERY, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH HIS APPROVAL IS REQUIRED.

CITY ENGINEER - MONTGOMERY

THIS PLAT AND SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING AND ZONING COMMISSION, AND IS HEREBY APPROVED BY SUCH COMMISSION. DATED THIS _____ DAY OF _____, 20____.

BY: _____
CHAIRPERSON PLANNING AND ZONING
COMMISSION

THIS PLAT AND SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AND IS HEREBY APPROVED BY SUCH COUNCIL. DATED THIS _____ DAY OF _____, 20____.

BY: _____
MAYOR

ATTEST: _____
CITY SECRETARY

STATE OF TEXAS
COUNTY OF MONTGOMERY

I, L. BRANDON STEINMANN, CLERK OF THE COUNTY COURT OF MONTGOMERY COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON _____, 2024, AT _____ O'CLOCK ____M., AND DULY RECORDED ON _____, 2024, AT _____ O'CLOCK ____M., IN CABINET _____ SHEET _____, OF RECORD OF MAP FOR SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT CONROE, MONTGOMERY COUNTY, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

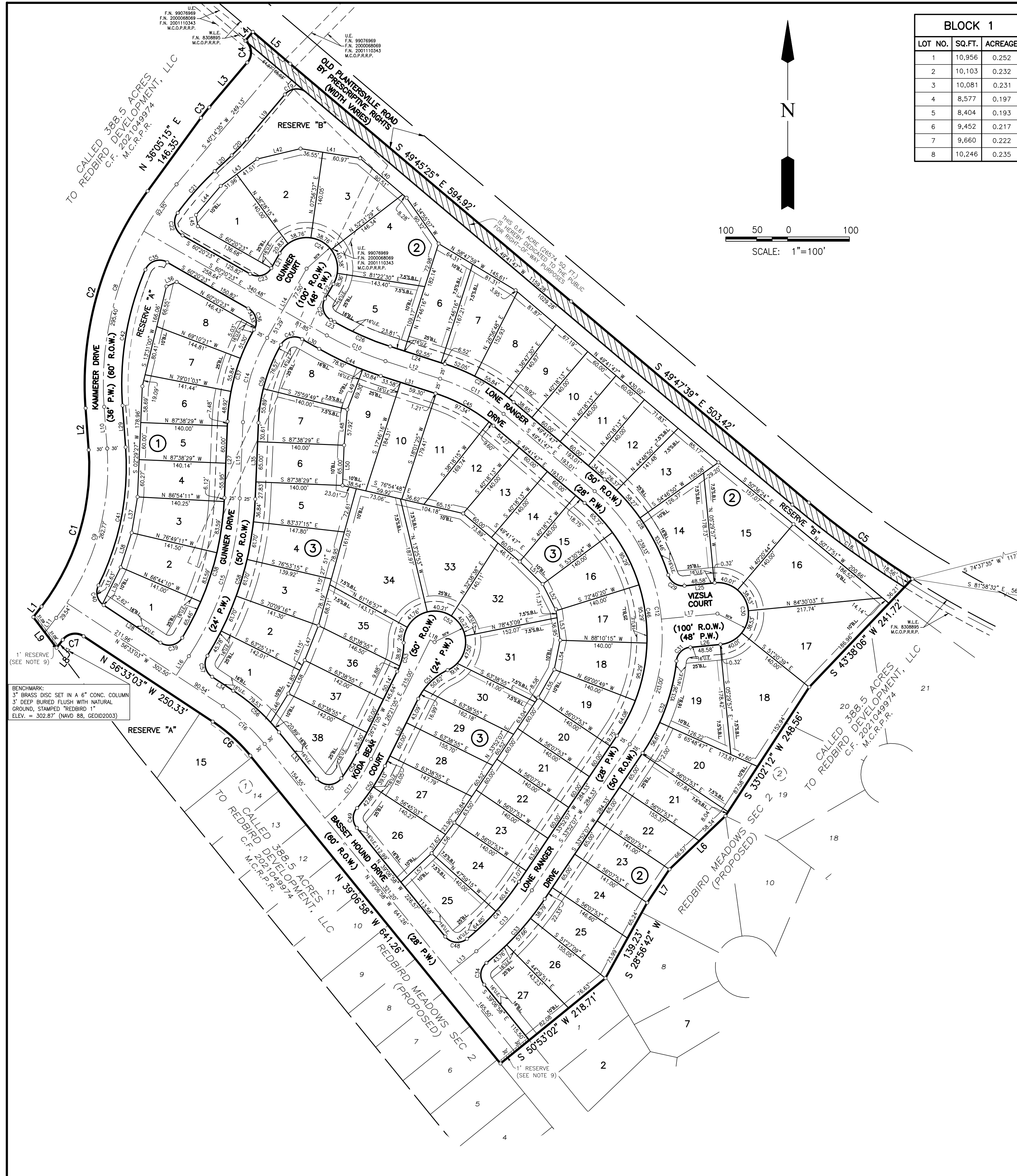
L. BRANDON STEINMANN, CLERK, COUNTY COURT,
MONTGOMERY COUNTY, TEXAS

BY: _____
DEPUTY

OWNER: REDBIRD MEADOW DEVELOPMENT, LLC
A TEXAS LIMITED LIABILITY COMPANY
5910 FM 2920 RD, SUITE B
SPRING, TX 77388
(281) 350-6262

REDBIRD MEADOWS
SECTION ONE

SHEET 2 OF 4

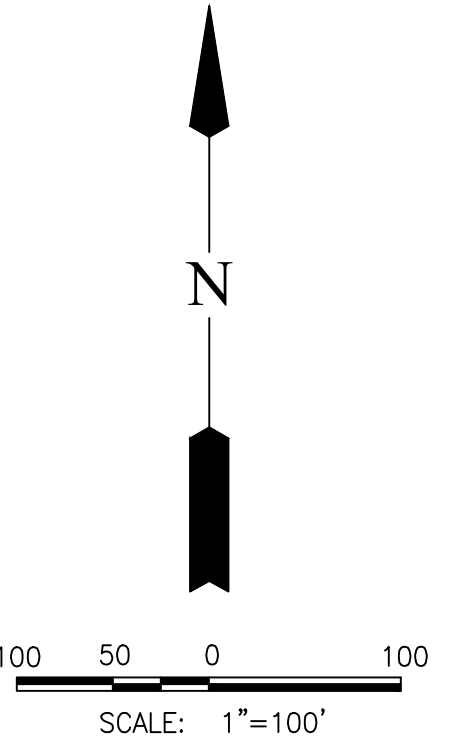


BLOCK 1		
LOT NO.	SQ.FT.	ACREAGE
1	10,956	0.252
2	10,103	0.232
3	10,081	0.231
4	8,577	0.197
5	8,404	0.193
6	9,452	0.217
7	9,660	0.222
8	10,246	0.235

BLOCK 2		
LOT NO.	SQ.FT.	ACREAGE
1	11,164	0.256
2	13,288	0.305
3	13,512	0.310
4	15,705	0.361
5	13,440	0.309
6	10,926	0.251
7	11,348	0.261
8	9,960	0.229
9	8,810	0.202
10	8,400	0.193
11	8,400	0.193
12	9,292	0.213
13	10,467	0.240
14	13,287	0.305
15	16,843	0.387
16	16,755	0.385
17	18,073	0.415
18	18,206	0.418
19	13,257	0.304
20	12,366	0.284
21	10,558	0.242
22	9,632	0.221
23	9,165	0.210
24	9,347	0.215
25	10,105	0.232
26	9,889	0.227
27	10,500	0.241

BLOCK 3		
LOT NO.	SQ.FT.	ACREAGE
1	11,352	0.261
2	9,905	0.227
3	9,777	0.224
4	10,030	0.230
5	10,830	0.249
6	9,100	0.209
7	10,173	0.234
8	11,498	0.264
9	10,939	0.251
10	10,932	0.251
11	11,640	0.267
12	9,478	0.218
13	8,400	0.193
14	8,400	0.193
15	9,622	0.221
16	10,129	0.233
17	10,129	0.233
18	10,129	0.233
19	9,589	0.220

BLOCK 3		
LOT NO.	SQ.FT.	ACREAGE
20	8,400	0.193
21	8,400	0.193
22	8,400	0.193
23	8,890	0.204
24	10,064	0.231
25	10,953	0.251
26	11,529	0.265
27	9,448	0.217
28	9,105	0.209
29	9,572	0.220
30	9,599	0.220
31	14,119	0.324
32	14,192	0.326
33	17,047	0.391
34	21,870	0.502
35	9,278	0.213
36	8,668	0.199
37	8,520	0.196
38	12,150	0.279



BENCHMARK:
3" BRASS DISC SET IN A 6" CONC. COLUMN
3" DEEP BURIED FLUSH WITH NATURAL
GROUND, STAMPED "REDBIRD 1"
ELEV. = 302.87' (NAVD 88, GEOID2003)

CITY OF MONTGOMERY MONUMENT 1
X: 3757800.73970
Y: 10135441.47530
ELEV: 239.700 (NAVD 88, GEOID2003)

CITY OF MONTGOMERY MONUMENT 2
X: 3757800.73970
Y: 10135355.69490
ELEV: 301.880 (NAVD 88, GEOID2003)

RESERVE	ACREAGE	SQ.FT.	TYPE
A	0.458	19,935	RESTRICTED TO LANDSCAPE/OPEN SPACE
B	1.195	52,063	RESTRICTED TO LANDSCAPE/OPEN SPACE
TOTAL	1.653	71,998	

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

OWNER: REDBIRD MEADOW DEVELOPMENT, LLC
A TEXAS LIMITED LIABILITY COMPANY
5910 FM 2920 RD, SUITE B
SPRING, TX 77388
(281) 350-6262

REDBIRD MEADOWS
SECTION ONE
SHEET 3 OF 4

DIR: MYLAR CHECK: COORD. FILE NAME: I:\Proj\sk\PLATTING\2980\PLATS\Red Bird Meadows Sec 1.dwg

BLOCK 1 table with columns LOT NO., SQ.FT., ACREAGE and rows 1-8.

BLOCK 2 table with columns LOT NO., SQ.FT., ACREAGE and rows 1-27.

BLOCK 3 table with columns LOT NO., SQ.FT., ACREAGE and rows 1-19.

BLOCK 3 table with columns LOT NO., SQ.FT., ACREAGE and rows 20-38.

LINE TABLE with columns LINE, BEARING, DISTANCE and rows L1-L58.

CURVE TABLE with columns CURVE, RADIUS, DELTA, ARC, CHORD BEARING, CHORD and rows C1-C59.

RESERVE TABLE with columns RESERVE, ACREAGE, SQ.FT., TYPE and rows A, B, TOTAL.

SIDELINE SETBACKS 15' OR GREATER table with columns BLOCK, LOT, TOTAL PERCENTAGE.

LEGEND

- B.L. INDICATES BUILDING LINE
S.B.L. INDICATES SIDE BUILDING LINE
P.W. INDICATES PAVING WIDTH
U.E. INDICATES UTILITY EASEMENT
F.N. INDICATES FILE NUMBER
M.C.M.R. INDICATES MONTGOMERY COUNTY MAP RECORDS
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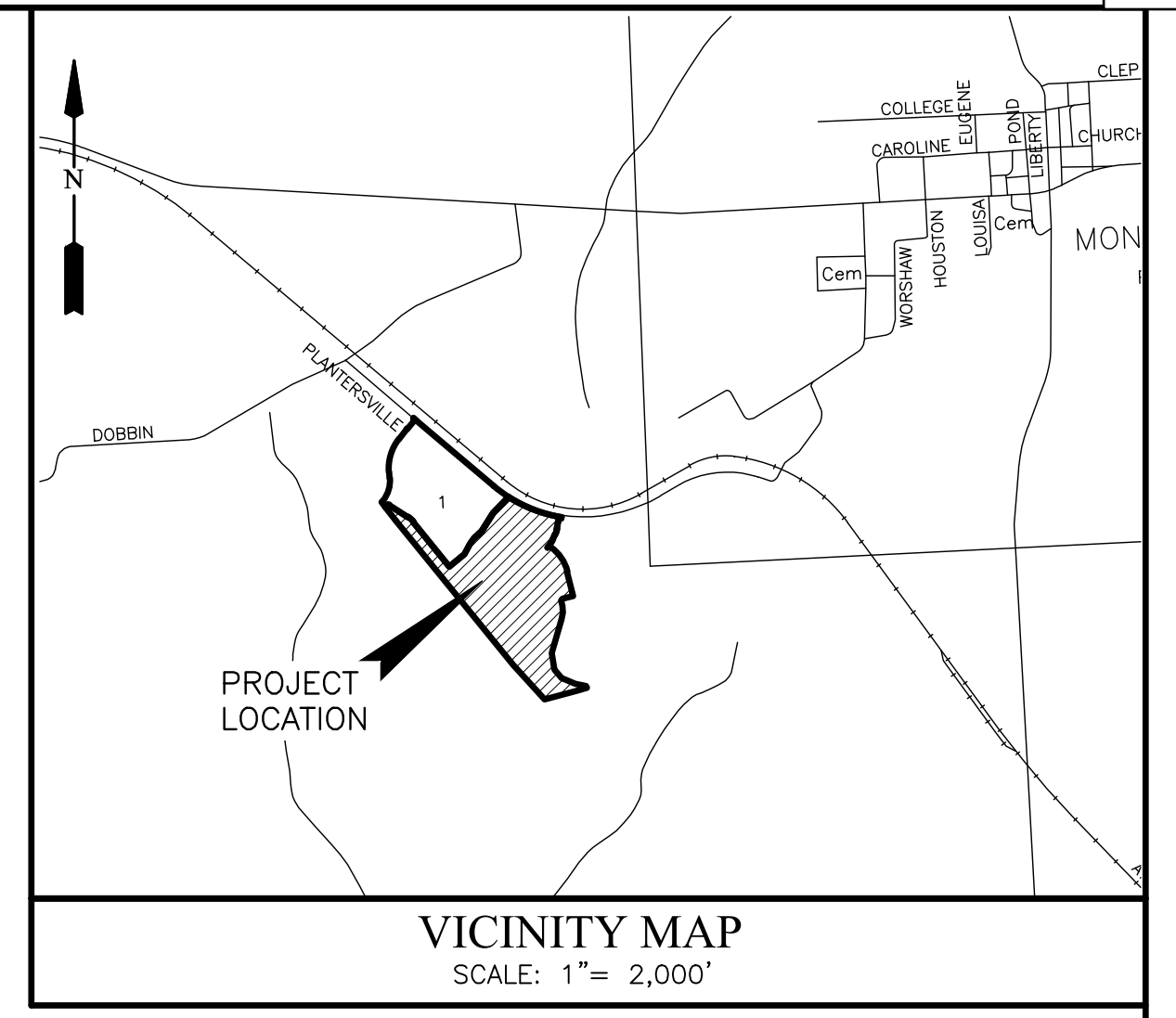
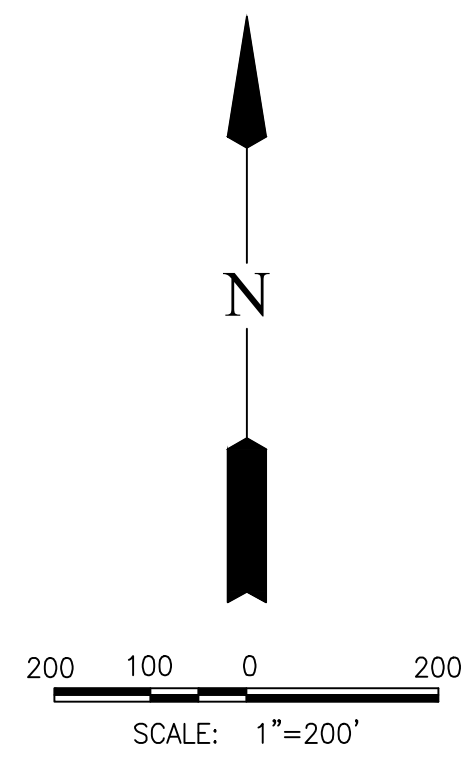
- NOTES:
1. EACH LOT SHALL PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES PER DWELLING UNIT ON EACH LOT.
2. ALL BEARINGS ARE REFERENCED TO THE 1927 TEXAS STATE PLANE COORDINATE SYSTEM, LAMBERT PROJECTION, CENTRAL ZONE.
3. ALL SPLIT UTILITY EASEMENTS EXTEND EQUAL DISTANCE EITHER SIDE OF PROPERTY LINES UNLESS OTHERWISE SHOWN.
4. LOTS ADJACENT TO RESTRICTED RESERVES RESTRICTED TO OPEN SPACE ARE DENIED DIRECT DRIVEWAY ACCESS ACROSS SAID RESERVES.
5. THE FOLLOWING RESTRICTIONS SHALL PERTAIN TO ANY DRAINAGE EASEMENT CONTAINED WITHIN THE BOUNDARIES OF THIS PLAT.
5.a. PROHIBITS ALL PROPERTIES ABUTTING THE EASEMENT FROM THE CONSTRUCTION OF FENCES OR BUILDINGS...
5.b. PROHIBITS ANY PROPERTY ABUTTING THE DRAINAGE EASEMENT FROM DRAINAGE DIRECTLY INTO THE DRAINAGE EASEMENT EXCEPT BY MEANS OF A DRAINAGE STRUCTURE...
6. PER SECTION 2.5 OF THE AMENDED DEVELOPMENT AGREEMENT DATED AUGUST 8, 2023, ALL SIDE LOT SETBACKS TO BE 5 FEET UNLESS SHOWN OTHERWISE.

- 7. THIS PLAT MAY BE AFFECTED BY VARIOUS BLANKET EASEMENTS GRANTED TO DOBBIN-PLANTERSVILLE WATER SUPPLY CORPORATION...
8. ALL RESIDENTIAL LOTS SHALL HAVE A 10' REAR BUILD LINE IN ACCORDANCE WITH SECTION 98-122(A) OF THE CODE OF ORDINANCES FOR THE CITY OF MONTGOMERY, TEXAS.
9. A ONE-FOOT STRIP IS RESERVED AS A BUFFER SEPARATION ALONG AND BETWEEN THE SIDE OR END OF ALL STREETS IN THIS SUBDIVISION PLAT WHERE SUCH STREETS ABUT ADJACENT TRACTS.
10. ALL LANDSCAPING WITHIN THE PUBLIC RIGHTS OF WAY SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
11. BY GRAPHIC PLOTTING ONLY, THE SUBJECT TRACT LIES WITHIN ZONE "X" AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48339C0200G, MAP REVISED AUGUST 18, 2014.
12. A DEVELOPMENT AGREEMENT WITH AMENDMENTS BETWEEN THE CITY OF MONTGOMERY AND THE DEVELOPER ALLOWS FOR VARIANCES TO LOT AND WIDTH AREA.

OWNER: REDBIRD MEADOW DEVELOPMENT, LLC
A TEXAS LIMITED LIABILITY COMPANY
5910 FM 2920 RD, SUITE B
SPRING, TX 77388
(281) 350-6262

REDBIRD MEADOWS SECTION ONE

SHEET 4 OF 4



REDBIRD MEADOWS SECTION TWO

A SUBDIVISION OF 45.28 ACRES OF LAND SITUATED IN THE
ZACHARIAS LANDRUM SURVEY, ABSTRACT A-22
MONTGOMERY COUNTY, TEXAS.

OWNERS: REDBIRD MEADOW DEVELOPMENT, LLC
A TEXAS LIMITED LIABILITY COMPANY
5910 FM 2920 RD, SUITE B
SPRING, TX 77388
(281) 350-6262

DEVELOPER: REDBIRD MEADOW DEVELOPMENT, LLC
A TEXAS LIMITED LIABILITY COMPANY
5910 FM 2920 RD, SUITE B
SPRING, TX 77388
(281) 350-6262

67 LOTS
3 BLOCKS
8 RESERVES
19.99 ACRES IN RESERVE

LJA SURVEYING, INC.
SURVEYOR:
3600 W Sam Houston Parkway S Suite 175 Houston, Texas 77042
Phone 713.953.5200 Fax 713.953.5026
TBPELS Firm No. 10194382

LJA Engineering, Inc.
ENGINEER:
2929 Briarpark Drive Suite 600 Houston, Texas 77042
Phone 713.953.5200 Fax 713.953.5026
FRN - F-1386

DATE: MAY 16, 2024

MYLAR CHECK: COORD. _____ DIR: _____
 File Name : I:\Projects\PLATTING\2980\PLATS\Red Bird Meadows Sec 2.dwg
 Plot Time : Thu May 16 2024 11:46:00 AM

STATE OF TEXAS
COUNTY OF MONTGOMERY

THAT REDBIRD MEADOW DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY HEREIN ACTING INDIVIDUALLY OR THROUGH THE UNDERSIGNED DULY AUTHORIZED AGENTS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN DESCRIBED REAL PROPERTY AS THE REDBIRD MEADOWS SECTION ONE SUBDIVISION, AND DOES HEREBY MAKE SUBDIVISION OF SAID PROPERTY ACCORDING TO THE LINES, STREETS, ALLEYS, PARKS, AND EASEMENTS THEREIN SHOWN, AND DEDICATE TO PUBLIC USE FOREVER ALL AREAS SHOWN ON THIS PLAT AS STREETS, ALLEYS, PARKS, AND EASEMENTS, EXCEPT THOSE SPECIFICALLY INDICATED AS PRIVATE; AND DOES HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS AND ALLEYS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADES AND DOES HEREBY BIND OWNER, AND OWNER'S SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

OWNER HEREBY CERTIFIES THAT OWNER HAS OR WILL COMPLY WITH ALL APPLICABLE REGULATIONS OF THE CITY, AND THAT A ROUGH PROPORTIONALITY EXISTS BETWEEN THE DEDICATIONS, IMPROVEMENTS, AND EXACTIONS REQUIRED UNDER SUCH REGULATIONS AND THE PROJECTED IMPACT OF THE SUBDIVISION.

REDBIRD MEADOW DEVELOPMENT, LLC,
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
PERRY SENN,
MANAGER AND MEMBER

STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED PERRY SENN, MANAGER AND MEMBER OF REDBIRD MEADOW DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN AND HEREIN SET OUT AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

THAT I STEPHEN P. MATOVICH, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREOF WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MONTGOMERY, TEXAS.

STEPHEN P. MATOVICH, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5347

I THE UNDERSIGNED, ENGINEER FOR THE CITY OF MONTGOMERY, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH HIS APPROVAL IS REQUIRED.

CITY ENGINEER – MONTGOMERY

THIS PLAT AND SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING AND ZONING COMMISSION, AND IS HEREBY APPROVED BY SUCH COMMISSION. DATED THIS _____ DAY OF _____, 2024.

BY: _____
CHAIRPERSON PLANNING AND ZONING
COMMISSION

THIS PLAT AND SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AND IS HEREBY APPROVED BY SUCH COUNCIL. DATED THIS _____ DAY OF _____, 2024.

BY: _____
MAYOR

ATTEST: _____
CITY SECRETARY

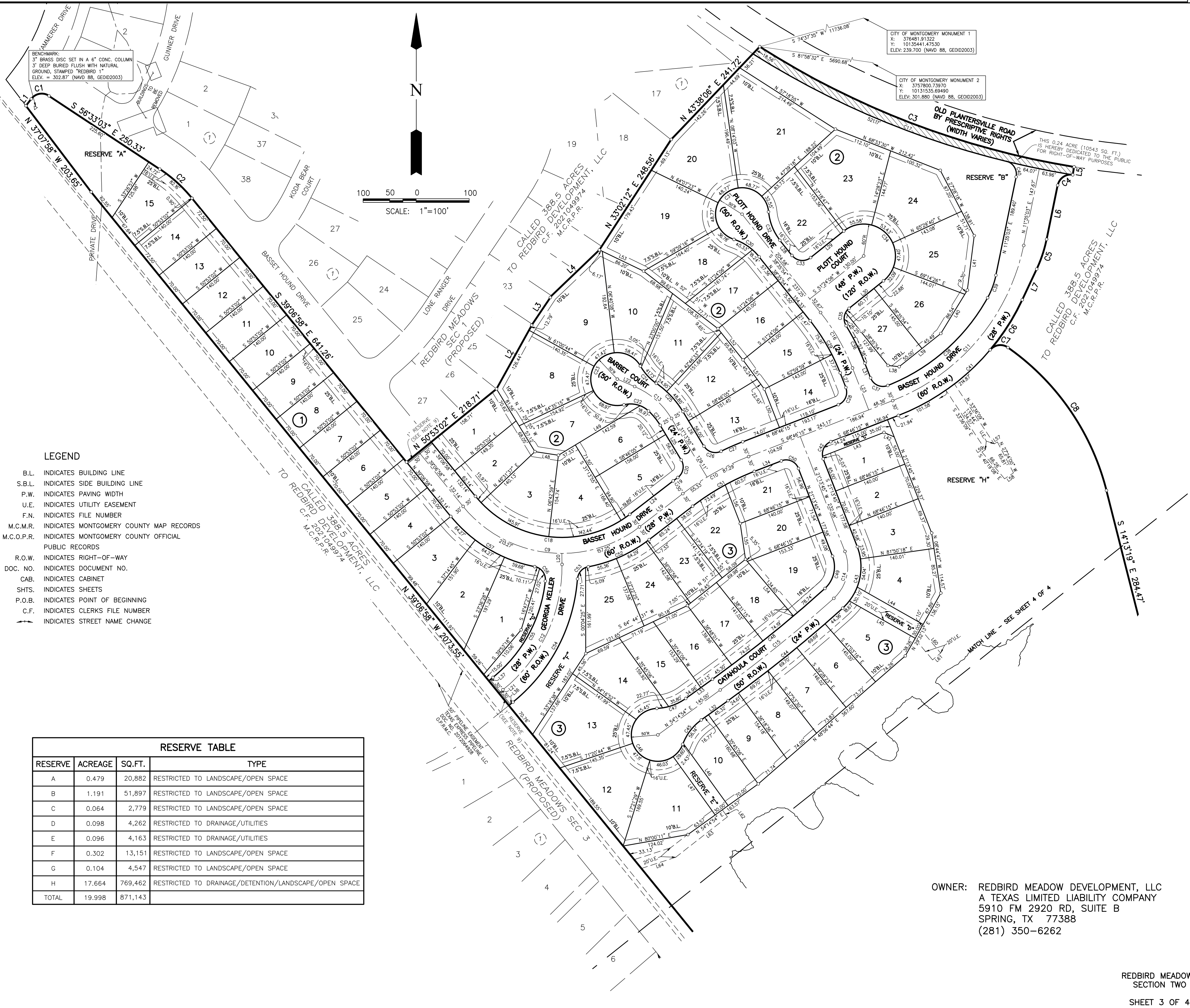
STATE OF TEXAS
COUNTY OF MONTGOMERY

I, L. BRANDON STEINMANN, CLERK OF THE COUNTY COURT OF MONTGOMERY COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON _____, 2024, AT _____ O'CLOCK _____M., AND DULY RECORDED ON _____, 2024, AT _____ O'CLOCK _____M., IN CABINET _____ SHEET _____, OF RECORD OF MAP FOR SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT CONROE, MONTGOMERY COUNTY, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

L. BRANDON STEINMANN, CLERK, COUNTY COURT,
MONTGOMERY COUNTY, TEXAS

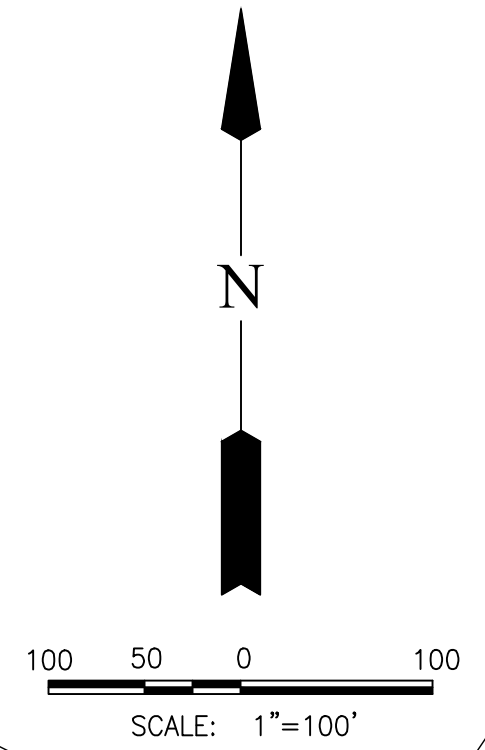
BY: _____
DEPUTY



BENCHMARK:
 3" BRASS DISC SET IN A 6" CONC. COLUMN
 3" DEEP BURIED FLUSH WITH NATURAL
 GROUND, STAMPED "REDBIRD 1"
 ELEV. = 302.87' (NAVD 88, GEOID2003)

CITY OF MONTGOMERY MONUMENT 1
 X: 376481.91322
 Y: 10135441.47530
 ELEV: 239.700 (NAVD 88, GEOID2003)

CITY OF MONTGOMERY MONUMENT 2
 X: 3757800.73970
 Y: 10131555.69490
 ELEV: 301.880 (NAVD 88, GEOID2003)



LEGEND

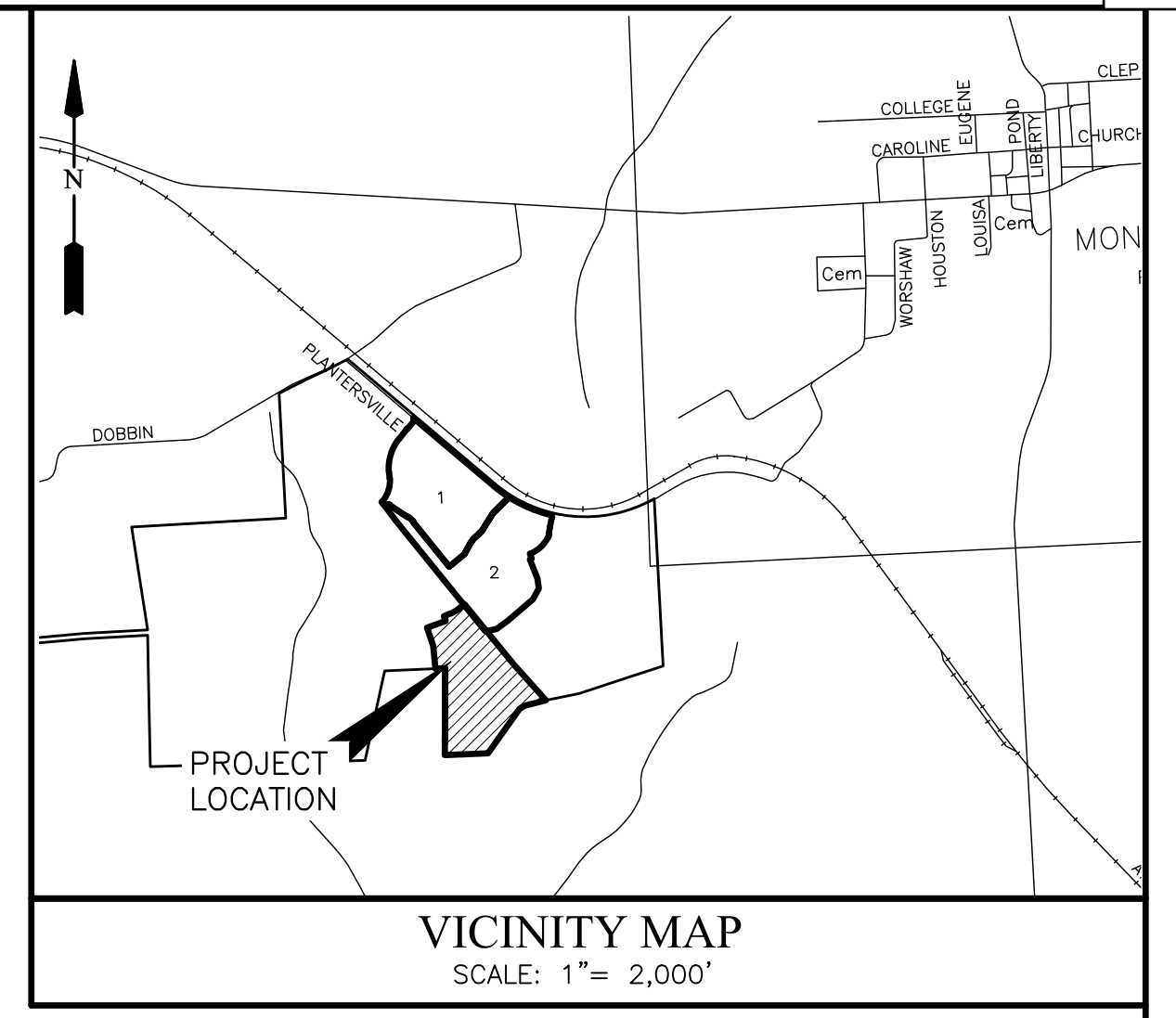
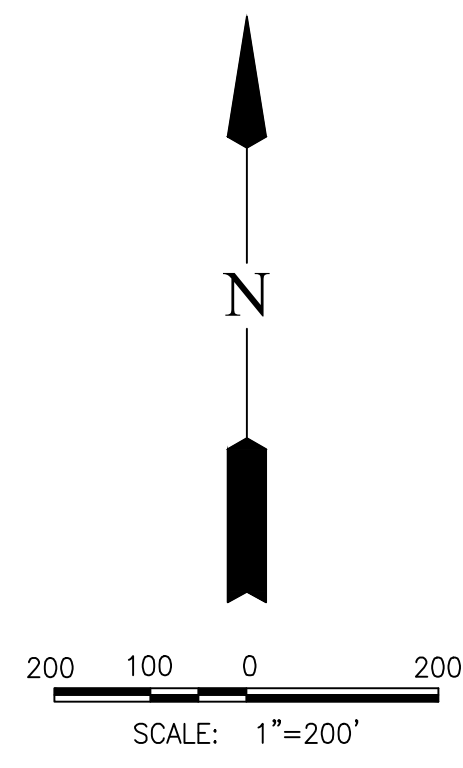
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- R.O.W. INDICATES RIGHT-OF-WAY
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- SHTS. INDICATES SHEETS
- P.O.B. INDICATES POINT OF BEGINNING
- C.F. INDICATES CLERKS FILE NUMBER
- INDICATES STREET NAME CHANGE

RESERVE TABLE

RESERVE	ACREAGE	SQ.FT.	TYPE
A	0.479	20,882	RESTRICTED TO LANDSCAPE/OPEN SPACE
B	1.191	51,897	RESTRICTED TO LANDSCAPE/OPEN SPACE
C	0.064	2,779	RESTRICTED TO LANDSCAPE/OPEN SPACE
D	0.098	4,262	RESTRICTED TO DRAINAGE/UTILITIES
E	0.096	4,163	RESTRICTED TO DRAINAGE/UTILITIES
F	0.302	13,151	RESTRICTED TO LANDSCAPE/OPEN SPACE
G	0.104	4,547	RESTRICTED TO LANDSCAPE/OPEN SPACE
H	17.664	769,462	RESTRICTED TO DRAINAGE/DETENTION/LANDSCAPE/OPEN SPACE
TOTAL	19.998	871,143	

OWNER: REDBIRD MEADOWS DEVELOPMENT, LLC
 A TEXAS LIMITED LIABILITY COMPANY
 5910 FM 2920 RD, SUITE B
 SPRING, TX 77388
 (281) 350-6262

Date: 16 May 2024 11:46:07
 File Name: I:\Projects\PLATTING\2980\PLATS\Red Bird Meadows Sec 2.dwg
 Mylar Check: COORD. DIR.
 Scale: 1"=100'



REDBIRD MEADOWS SECTION THREE

A SUBDIVISION OF 27.44 ACRES OF LAND SITUATED IN THE
ZACHARIAH LANDRUM SURVEY, ABSTRACT A-22
MONTGOMERY COUNTY, TEXAS.

OWNERS: REDBIRD MEADOW DEVELOPMENT, LLC
A TEXAS LIMITED LIABILITY COMPANY
5910 FM 2920 RD, SUITE B
SPRING, TX 77388
(281) 350-6262

DEVELOPER: REDBIRD MEADOW DEVELOPMENT, LLC
A TEXAS LIMITED LIABILITY COMPANY
5910 FM 2920 RD, SUITE B
SPRING, TX 77388
(281) 350-6262

34 LOTS
1 BLOCKS
9 RESERVES
10.786 ACRES IN RESERVE

LJA SURVEYING INC.
SURVEYOR:
3600 W Sam Houston Parkway S Suite 175 Houston, Texas 77042 Phone 713.953.5200 Fax 713.953.5026 TBPELS Firm No. 10194382

LJA Engineering, Inc.
ENGINEER:
3600 W Sam Houston Pkwy S Suite 600 Houston, Texas 77042 Phone 713.953.5200 Fax 713.953.5026 FRN - F-1386

DATE: MAY 16, 2024

MYLAR CHECK: COORD. DIR.

File Name : F:\17 May 2024 9:18am\PLATTING\2980\PLATS\Red Bird Meadows Sec 3.dwg

STATE OF TEXAS
COUNTY OF MONTGOMERY

THAT REDBIRD MEADOW DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY HEREIN ACTING INDIVIDUALLY OR THROUGH THE UNDERSIGNED DULY AUTHORIZED AGENTS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN DESCRIBED REAL PROPERTY AS THE REDBIRD MEADOWS SECTION ONE SUBDIVISION, AND DOES HEREBY MAKE SUBDIVISION OF SAID PROPERTY ACCORDING TO THE LINES, STREETS, ALLEYS, PARKS, AND EASEMENTS THEREIN SHOWN, AND DEDICATE TO PUBLIC USE FOREVER ALL AREAS SHOWN ON THIS PLAT AS STREETS, ALLEYS, PARKS, AND EASEMENTS, EXCEPT THOSE SPECIFICALLY INDICATED AS PRIVATE, AND DOES HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS AND ALLEYS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADES AND DOES HEREBY BIND OWNER, AND OWNER'S SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

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REDBIRD MEADOW DEVELOPMENT, LLC,
A TEXAS LIMITED LIABILITY COMPANY

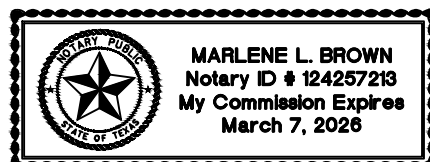
BY: _____
PERRY SENN,
MANAGER AND MEMBER

STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED PERRY SENN, MANAGER AND MEMBER OF REDBIRD MEADOW DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN AND HEREIN SET OUT AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



THAT I STEPHEN P. MATOVICH, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREOF WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MONTGOMERY, TEXAS.

STEPHEN P. MATOVICH, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5347



STATE OF TEXAS
COUNTY OF MONTGOMERY

I, L. BRANDON STEINMANN, CLERK OF THE COUNTY COURT OF MONTGOMERY COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON _____, 2024, AT _____ O'CLOCK _____M., AND DULY RECORDED ON _____, 2024, AT _____ O'CLOCK _____M., IN CABINET _____ SHEET _____, OF RECORD OF MAP FOR SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT CONROE, MONTGOMERY COUNTY, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

L. BRANDON STEINMANN, CLERK, COUNTY COURT,
MONTGOMERY COUNTY, TEXAS

BY: _____
DEPUTY

I THE UNDERSIGNED, ENGINEER FOR THE CITY OF MONTGOMERY, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH HIS APPROVAL IS REQUIRED.

CITY ENGINEER - MONTGOMERY

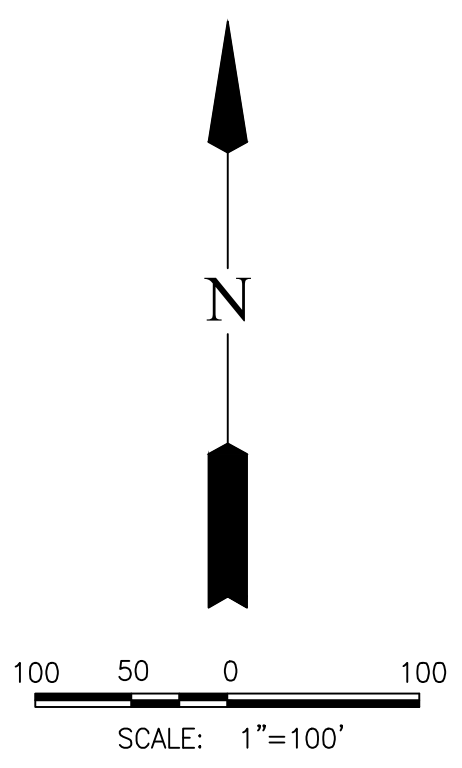
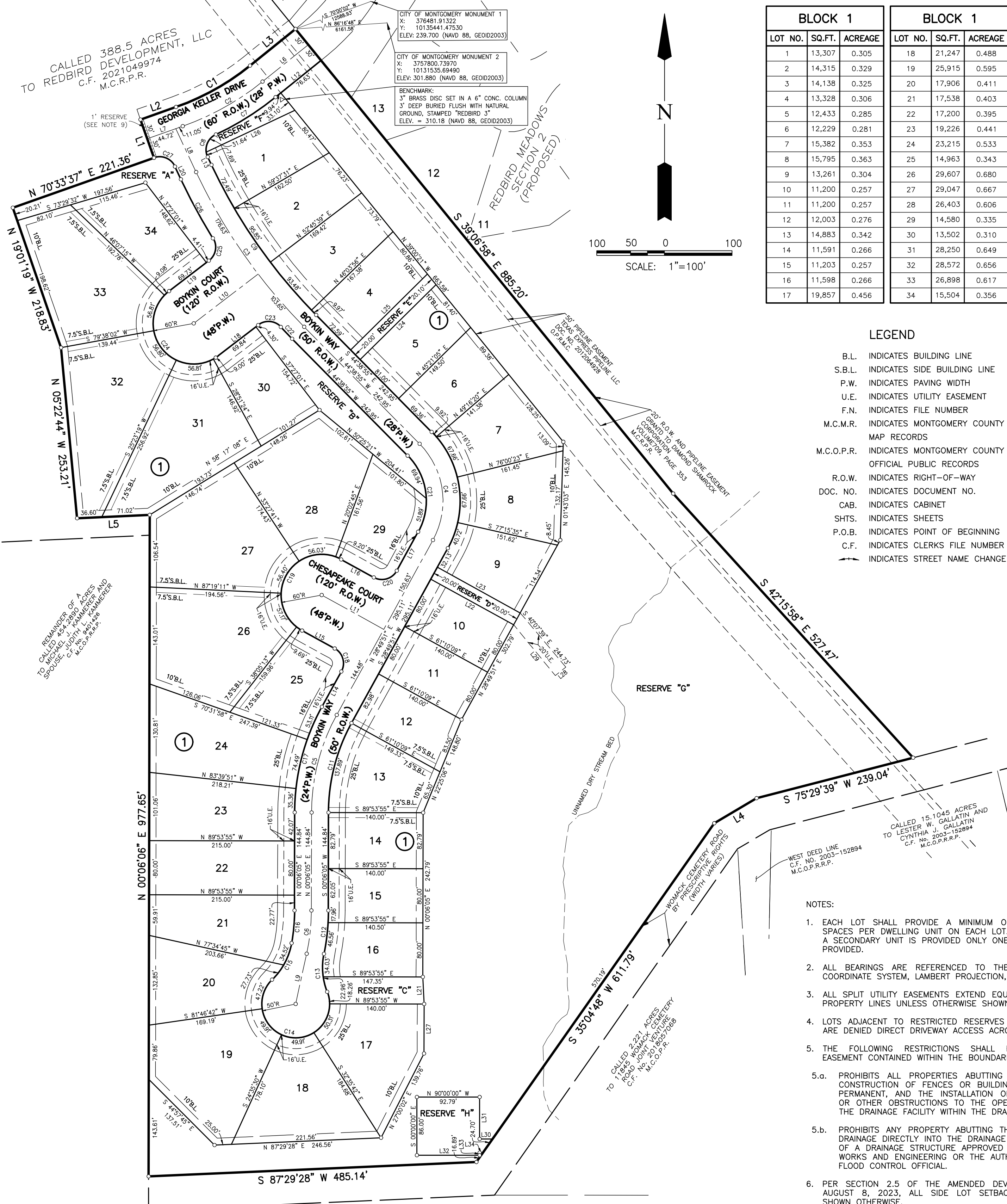
THIS PLAT AND SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING AND ZONING COMMISSION, AND IS HEREBY APPROVED BY SUCH COMMISSION. DATED THIS _____ DAY OF _____, 2024.

BY: _____
CHAIRPERSON PLANNING AND ZONING
COMMISSION

THIS PLAT AND SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AND IS HEREBY APPROVED BY SUCH COUNCIL. DATED THIS _____ DAY OF _____, 2024.

BY: _____
MAYOR

ATTEST: _____
CITY SECRETARY



BLOCK 1			BLOCK 1		
LOT NO.	SQ.FT.	ACREAGE	LOT NO.	SQ.FT.	ACREAGE
1	13,307	0.305	18	21,247	0.488
2	14,315	0.329	19	25,915	0.595
3	14,138	0.325	20	17,906	0.411
4	13,328	0.306	21	17,538	0.403
5	12,433	0.285	22	17,200	0.395
6	12,229	0.281	23	19,226	0.441
7	15,382	0.353	24	23,215	0.533
8	15,795	0.363	25	14,963	0.343
9	13,261	0.304	26	29,607	0.680
10	11,200	0.257	27	29,047	0.667
11	11,200	0.257	28	26,403	0.606
12	12,003	0.276	29	14,580	0.335
13	14,863	0.342	30	13,502	0.310
14	11,591	0.266	31	28,250	0.649
15	11,203	0.257	32	28,572	0.656
16	11,598	0.266	33	26,898	0.617
17	19,857	0.456	34	15,504	0.356

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

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 19°26'23" W	60.00'
L2	N 70°33'37" E	55.77'
L3	N 51°03'14" E	86.40'
L4	S 59°23'53" W	72.82'
L5	N 87°22'52" E	107.62'
L6	N 51°03'14" E	86.49'
L7	S 70°33'37" W	55.77'
L8	S 25°11'00" E	71.00'
L9	N 12°25'15" E	76.00'
L10	N 52°32'59" E	120.00'
L11	S 61°10'09" E	105.00'
L12	S 51°03'14" W	86.58'
L13	S 25°11'00" E	12.89'
L14	N 28°49'51" E	59.48'
L15	N 61°10'09" W	55.00'
L16	S 61°10'09" E	55.00'
L17	N 28°49'51" E	65.63'
L18	S 52°32'59" W	74.14'
L19	N 52°32'59" E	74.14'
L20	N 25°11'00" W	20.76'
L21	S 02°35'02" E	40.04'
L22	S 61°10'09" E	140.00'
L23	S 61°10'09" E	140.00'
L24	N 45°21'05" E	157.50'
L25	N 45°21'05" E	159.48'
L26	N 64°49'00" E	144.71'
L27	N 00°06'05" E	73.16'
L28	N 51°09'11" E	20.00'
L29	S 39°20'11" E	97.12'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	370.00'	19°30'23"	125.97'	N 60°48'25" E	125.36'
C2	400.00'	19°30'23"	136.18'	N 60°48'25" E	135.52'
C3	825.00'	19°27'56"	280.28'	N 34°54'57" W	278.94'
C4	120.00'	73°28'47"	153.90'	N 07°54'32" W	143.56'
C5	300.00'	28°43'46"	150.43'	N 14°27'58" E	148.86'
C6	300.00'	12°19'09"	64.50'	N 06°15'40" E	64.38'
C7	430.00'	13°53'30"	104.25'	S 57°59'58" W	104.00'
C8	25.00'	90°07'43"	39.33'	S 19°52'52" W	35.39'
C9	800.00'	19°27'56"	271.79'	S 34°54'57" E	270.48'
C10	145.00'	73°28'47"	185.96'	S 07°54'32" E	173.47'
C11	275.00'	28°43'46"	137.89'	S 14°27'58" W	136.45'
C12	325.00'	11°22'30"	64.52'	S 05°47'21" W	64.42'
C13	100.00'	32°39'11"	56.99'	S 04°51'00" E	56.22'
C14	50.00'	247°03'55"	215.61'	N 77°38'38" W	83.36'
C15	100.00'	35°40'08"	62.25'	N 28°03'15" E	61.25'
C16	275.00'	10°07'06"	48.56'	N 05°09'38" E	48.50'
C17	325.00'	28°43'46"	162.96'	N 14°27'58" E	161.26'
C18	25.00'	90°00'00"	39.27'	N 16°10'09" W	35.36'
C19	60.00'	180°00'00"	188.49'	N 28°49'51" E	120.00'
C20	25.00'	90°00'00"	39.27'	N 73°49'51" E	35.36'
C21	95.00'	73°28'47"	121.83'	N 07°54'32" W	113.65'
C22	850.00'	1°37'25"	24.09'	N 43°50'13" W	24.09'
C23	25.00'	84°25'31"	36.84'	N 85°14'15" W	33.59'
C24	60.00'	180°00'00"	188.50'	N 37°27'01" W	120.00'
C25	25.00'	84°25'31"	36.84'	N 10°20'13" E	33.59'
C26	850.00'	6°41'33"	99.28'	N 28°31'46" W	99.23'
C27	25.00'	84°15'24"	36.76'	N 67°18'41" W	33.54'

RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
A	0.261	11,348	RESTRICTED TO LANDSCAPE/OPEN SPACE
B	0.274	11,916	RESTRICTED TO LANDSCAPE/OPEN SPACE
C	0.132	5,733	RESTRICTED TO LANDSCAPE/OPEN SPACE/UTILITIES/ACCESS
D	0.064	2,800	RESTRICTED TO LANDSCAPE/OPEN SPACE/DRAINAGE
E	0.073	3,170	RESTRICTED TO LANDSCAPE/OPEN SPACE/UTILITIES
F	0.068	2,950	RESTRICTED TO LANDSCAPE/OPEN SPACE
G	9.725	423,626	RESTRICTED TO LANDSCAPE/OPEN SPACE/LIFT STATION/DETENTION
H	0.189	8,224	RESTRICTED TO LIFT STATION
TOTAL	10.786	469,767	

SIDELINE SETBACKS 15' OR GREATER		
BLOCK	LOT	
1	LOT 12, LOT 13	
1	LOT 14, LOT 25	
1	LOT 26, LOT 27	
1	LOT 31, LOT 32	
1	LOT 33, LOT 34	
TOTAL PERCENTAGE	29%	

- NOTES:**
- EACH LOT SHALL PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES PER DWELLING UNIT ON EACH LOT. IN THOSE INSTANCES WHERE A SECONDARY UNIT IS PROVIDED ONLY ONE ADDITIONAL SPACE SHALL BE PROVIDED.
 - ALL BEARINGS ARE REFERENCED TO THE 1927 TEXAS STATE PLANE COORDINATE SYSTEM, LAMBERT PROJECTION, CENTRAL ZONE.
 - ALL SPLIT UTILITY EASEMENTS EXTEND EQUAL DISTANCE EITHER SIDE OF PROPERTY LINES UNLESS OTHERWISE SHOWN.
 - LOTS ADJACENT TO RESTRICTED RESERVES RESTRICTED TO OPEN SPACE ARE DENIED DIRECT DRIVEWAY ACCESS ACROSS SAID RESERVES.
 - THE FOLLOWING RESTRICTIONS SHALL PERTAIN TO ANY DRAINAGE EASEMENT CONTAINED WITHIN THE BOUNDARIES OF THIS PLAT.
 - PROHIBITS ALL PROPERTIES ABUTTING THE EASEMENT FROM THE CONSTRUCTION OF FENCES OR BUILDINGS, WHETHER TEMPORARY OR PERMANENT, AND THE INSTALLATION OR MAINTENANCE OF PLANTING OR OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY WITHIN THE DRAINAGE EASEMENT.
 - PROHIBITS ANY PROPERTY ABUTTING THE DRAINAGE EASEMENT FROM DRAINAGE DIRECTLY INTO THE DRAINAGE EASEMENT EXCEPT BY MEANS OF A DRAINAGE STRUCTURE APPROVED BY THE DIRECTOR OF PUBLIC WORKS AND ENGINEERING OR THE AUTHORIZED PUBLIC DRAINAGE OR FLOOD CONTROL OFFICIAL.
 - PER SECTION 2.5 OF THE AMENDED DEVELOPMENT AGREEMENT DATED AUGUST 8, 2023, ALL SIDE LOT SETBACKS TO BE 5 FEET UNLESS SHOWN OTHERWISE.
 - THIS PLAT MAY BE AFFECTED BY VARIOUS BLANKET EASEMENTS GRANTED TO DOBBIN-PLANTERSVILLE WATER SUPPLY CORPORATION, AND MID-SOUTH ELECTRIC COOPERATIVE, INC. AS EVIDENCED BY DOCUMENTS FILE UNDER CLERK'S FILE NO. 8308895, 99076969, 2000-068069, 2001-110343 AND 2007-008577 OF THE REAL PROPERTY RECORDS OF MONTGOMERY COUNTY, TEXAS.
 - ALL RESIDENTIAL LOTS SHALL HAVE A 10' REAR BUILD LINE IN ACCORDANCE WITH SECTION 98-122(A) OF THE CODE OF ORDINANCES FOR THE CITY OF MONTGOMERY, TEXAS
 - A ONE-FOOT STRIP IS RESERVED AS A BUFFER SEPARATION ALONG AND BETWEEN THE SIDE OR END OF ALL STREETS IN THIS SUBDIVISION PLAT WHERE SUCH STREETS ADJACENT TRACTS. AT SUCH TIME AS THE ADJACENT PROPERTY IS SUBDIVIDED IN A RECORDED PLAT, THE ONE-FOOT RESERVES AT SUCH LOCATIONS THAT ABUT LAND IN ADJOINING TRACTS THAT HAS BEEN DEDICATED TO THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND IS SHOWN FOR SUCH PURPOSE ON A RECORDED PLAT SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES.
 - ALL LANDSCAPING WITHIN THE PUBLIC RIGHTS OF WAY SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - BY GRAPHIC PLOTTING ONLY, THE SUBJECT TRACT LIES WITHIN ZONE "X" AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP NOS. 48339C0200G AND 48339C0350G, REVISED AUGUST 18, 2014. LJA DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS
 - A DEVELOPMENT AGREEMENT WITH AMENDMENTS BETWEEN THE CITY OF MONTGOMERY AND THE DEVELOPER ALLOWS FOR VARIANCES TO LOT AND WIDTH AREA.

MYLAR CHECK: COORD. DIR. File Name: I:\Projects\PLATTING\2980\PLATS\Red Bird Meadows Sec 3.dwg

END OF PLAT SUBMITTAL

MEMO TO: P&Z COMMISSIONERS

FROM: DAVE MCCORQUODALE, RLA, AICP; DIR. OF PLANNING & DEVELOPMENT

THE FOLLOWING PAGES ARE BACKGROUND MATERIAL RELATED TO REDBIRD MEADOWS THAT GOVERN LOT SIZE, YARD SETBACKS, AND STREET WIDTHS. THE ORIGINAL DEVELOPMENT AGREEMENT AND THE 1ST AMENDMENT ARE THE CITY-APPROVED FRAMEWORK THAT THE CITY ENGINEERS USE TO REVIEW THE PLATS. WHAT FOLLOWS IS:

- SUMMARY OF 1ST AMENDMENT TO THE DEVELOPMENT AGREEMENT
- 1ST AMENDMENT DOCUMENT
- ORIGINAL DEVELOPMENT AGREEMENT

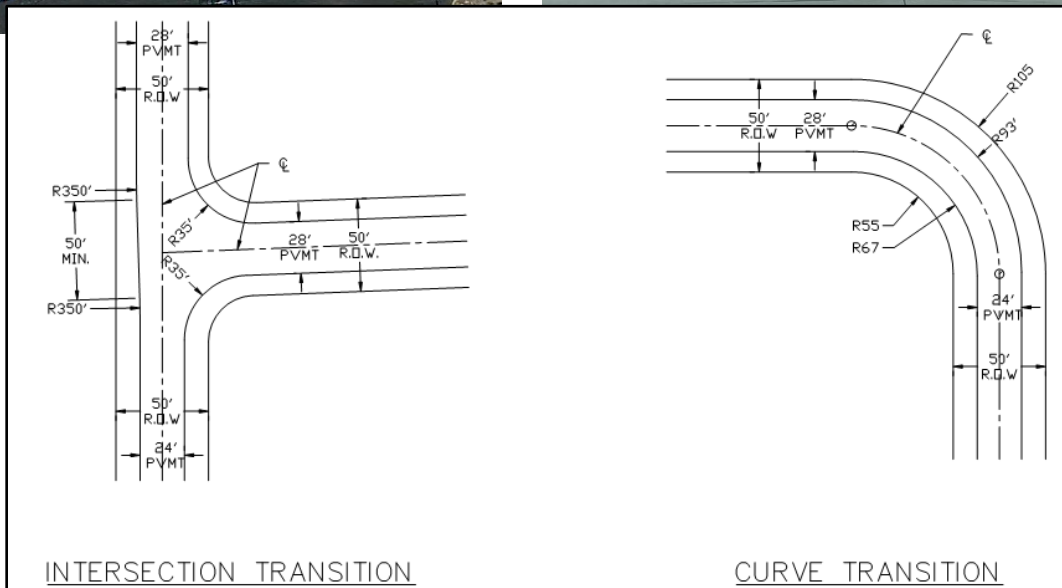
Redbird Meadows Development Agreement Amendment No. 1 Summary

	Original Agreement Terms	Proposed Amendment Terms
Lots	Up to 560 lots total 263 lots @ 60'x140' (47.4%) 174 lots @ 85'x170' (31.4%) 118 lots @ 110'x200' (21.2%)	Up to 682 lots total 235 lots @ 60'x120' (34.4%) 220 lots @ 70'x120' (32.3%) 227 lots @ 80'x120' (33.3%)
Roadways	28' residential streets 36' collector street	24' wide residential streets 28' wide interior collector streets 36' wide minor collector street 8' wide concrete Shared use path
Side Yard Setbacks	10-ft setback	5-ft setback w/ no appurtenances in side yard

Example of transition to 24' wide residential streets:



Example of 24' wide residential streets:



INTERSECTION TRANSITION

CURVE TRANSITION

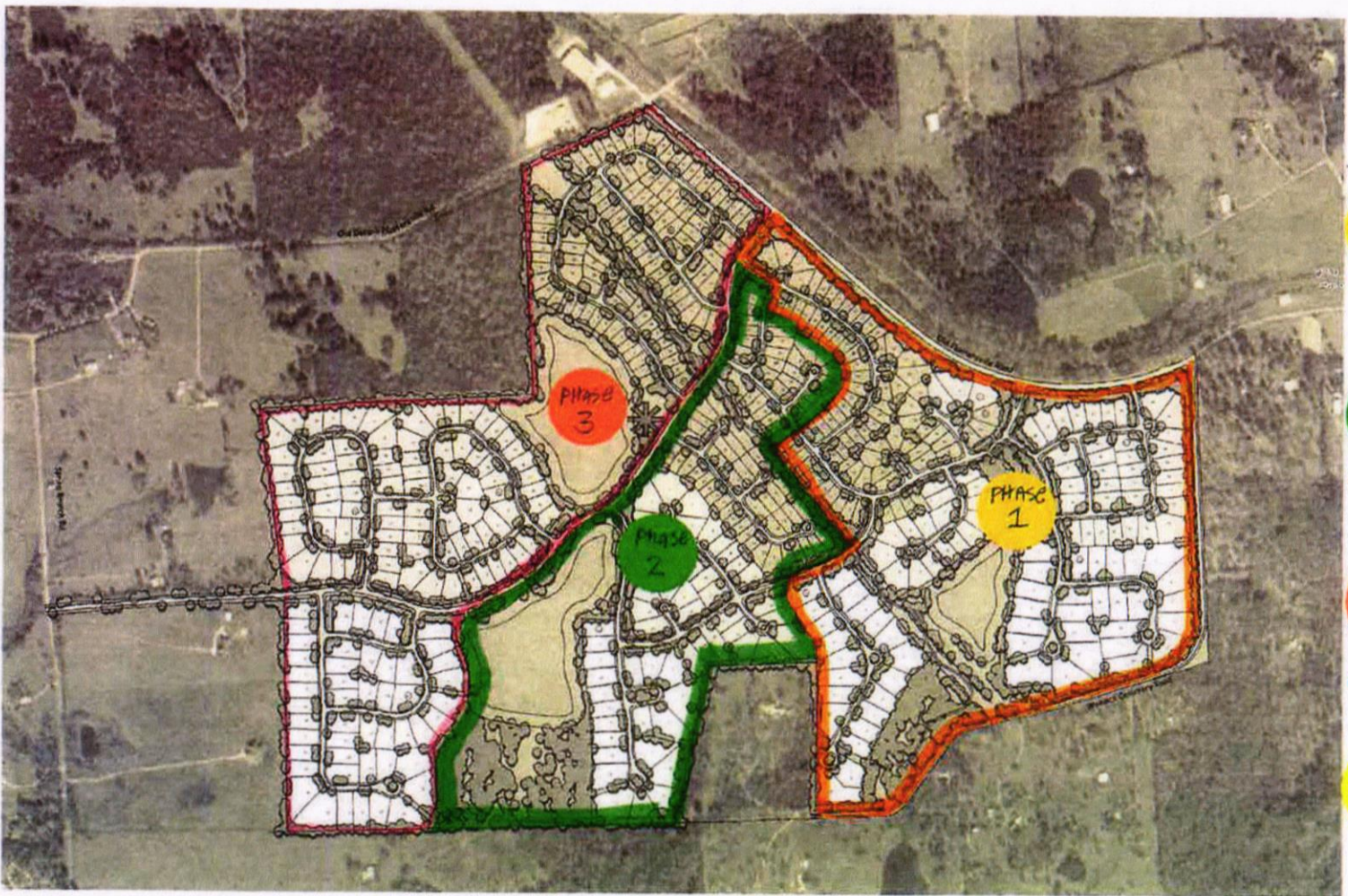
Example of 5' side yard setbacks:



Lot Density Analysis

Subdivision Name	Lot Width	Lot Count	Density
Hills of Town Creek	50 ft	131	4.2 lots/acre
Terra Vista	50 ft	61	4.4 lots/acre
Montgomery Bend	45 ft	309	3.7 lots/acre
Redbird Meadows (original DA)	Varies	550	1.4 lots/acre
Redbird Meadows (proposed DA)	Varies	682	1.8 lots/acre

Original Phasing Plan (from executed Development Agreement)








PHASE 1
Connections/186

PHASE 2
Connections/125


PHASE 3
Connections/244

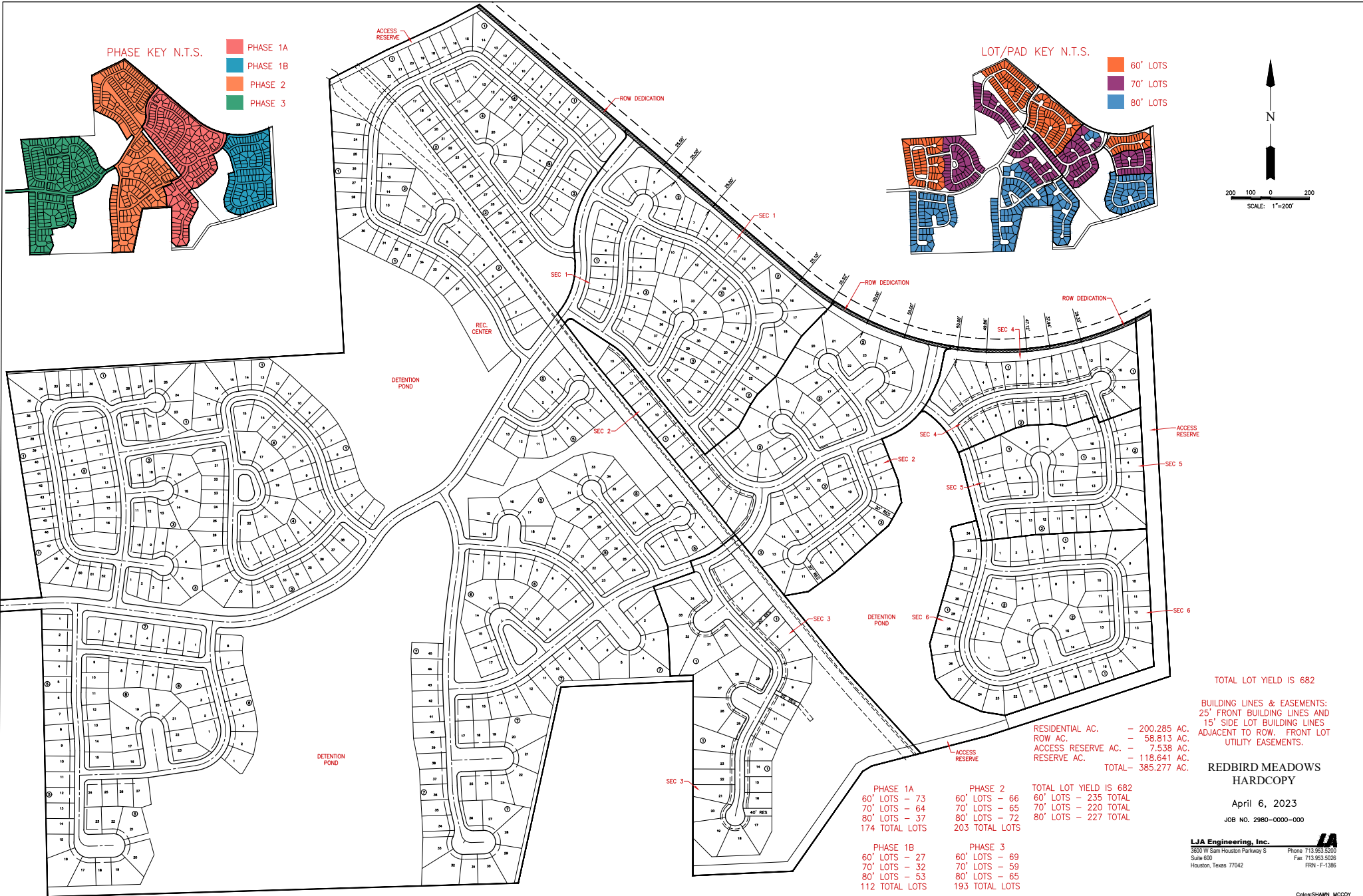
TOTAL 555
connections

Conceptual Development Plan
REDBIRD MEADOW
 Montgomery County, Texas
 REDBIRD DEVELOPMENT, LLC

 60' X 140' - 263 DU 85.5 Ac	 LAKES \ DETENTION 36.3 Ac
 85' X 170' - 174 DU 98.5 Ac	 PIPE LINES, MAJOR ROAD ROW, DETENTION, WETLANDS, PARKS, OPEN SPACE, DRAINAGE 80 Ac
 110' X 200' - 118 DU 88.2 Ac	
RESIDENTIAL TOTAL 271.7 Ac - 555 DU	GRAND TOTAL 388.5

Scale:
 1" = 200'
 1" = 400'
 1" = 800'



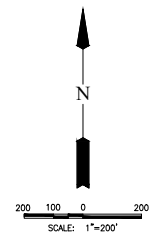


PHASE KEY N.T.S.

- PHASE 1A
- PHASE 1B
- PHASE 2
- PHASE 3

LOT/PAD KEY N.T.S.

- 60' LOTS
- 70' LOTS
- 80' LOTS



<p>PHASE 1A</p> <p>60' LOTS - 73</p> <p>70' LOTS - 64</p> <p>80' LOTS - 37</p> <p>174 TOTAL LOTS</p>	<p>PHASE 2</p> <p>60' LOTS - 66</p> <p>70' LOTS - 65</p> <p>80' LOTS - 72</p> <p>203 TOTAL LOTS</p>	<p>PHASE 1B</p> <p>60' LOTS - 27</p> <p>70' LOTS - 32</p> <p>80' LOTS - 53</p> <p>112 TOTAL LOTS</p>	<p>PHASE 3</p> <p>60' LOTS - 69</p> <p>70' LOTS - 59</p> <p>80' LOTS - 65</p> <p>193 TOTAL LOTS</p>	<p>TOTAL LOT YIELD IS 682</p> <p>60' LOTS - 235 TOTAL</p> <p>70' LOTS - 220 TOTAL</p> <p>80' LOTS - 227 TOTAL</p>
--	---	--	---	---

RESIDENTIAL AC.	- 200.285 AC.
ROW AC.	- 58.813 AC.
ACCESS RESERVE AC.	- 7.538 AC.
RESERVE AC.	- 118.641 AC.
TOTAL-	385.277 AC.

TOTAL LOT YIELD IS 682

BUILDING LINES & EASEMENTS:
 25' FRONT BUILDING LINES AND
 15' SIDE LOT BUILDING LINES
 ADJACENT TO ROW. FRONT LOT
 UTILITY EASEMENTS.

**REDBIRD MEADOWS
 HARDCOPY**

April 6, 2023

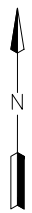
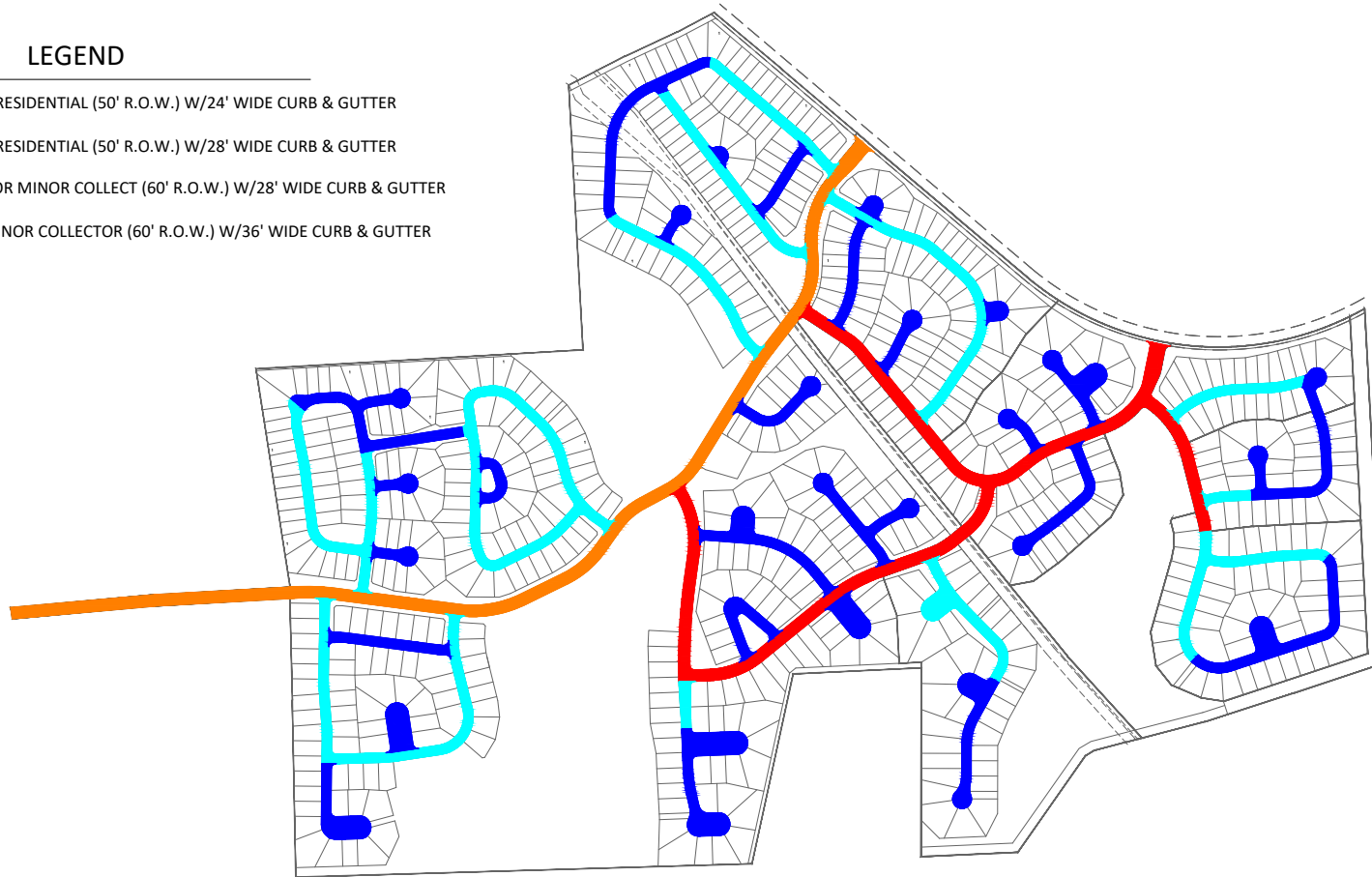
JOB NO. 2980-0000-000

LJA Engineering, Inc.
 3300 W. Sam Houston Parkway S
 Suite 600
 Houston, Texas 77042

Phone 713.953.5500
 Fax 713.953.5026
 FRN - F-1386

LEGEND

- LOCAL RESIDENTIAL (50' R.O.W.) W/24' WIDE CURB & GUTTER
- LOCAL RESIDENTIAL (50' R.O.W.) W/28' WIDE CURB & GUTTER
- INTERIOR MINOR COLLECT (60' R.O.W.) W/28' WIDE CURB & GUTTER
- MTP MINOR COLLECTOR (60' R.O.W.) W/36' WIDE CURB & GUTTER



SCALE: 1"=300'

EXHIBIT	
REDBIRD MEADOWS	
EXHIBIT G	
ROAD WIDTHS	
LJA Engineering, Inc.	
3600 W Sam Houston Parkway S, Suite 600 Houston, Texas 77042	Phone 713.953.5200 Fax 713.953.5026 FRN - F-1386
DATE: 4/26/2023	SHEET NO. 1 OF 1



REDBIRD MEADOWS IN CITY OF MONTGOMERY

LOCATION: MONTGOMERY, TEXAS CLIENT: CANTERRA DATE: 23 JUNE, 2023



SCHEMATIC DESIGN | 1

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF MONTGOMERY, TEXAS AND
REDBIRD MEADOW DEVELOPMENT, LLC

This FIRST AMENDMENT DEVELOPMENT AGREEMENT (the "Agreement") is entered into between REDBIRD MEADOW DEVELOPMENT, 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 8/8/, 2023 (the "Effective Date").

RECITALS

The Developer and City have entered into the Development Agreement dated May 10, 2022, to provide for the orderly, safe and healthful development of the Tract. The Parties desire to enter into this Amendment in order to modify certain development obligations.

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:

1. Article I is amended to add the following Exhibits:
 - a. **Exhibit F**, Proposed Phasing Plan, is amended in the proposed phasing plan attached hereto as **Exhibit F-1**.
 - b. **Exhibit G**, Road Widths.
2. Article II is amended throughout (as to references to 560 ultimate connections), to state that the Tract will be developed in phases to serve a maximum number of 682 connections.
3. Article II is amended throughout (as to references to ultimate capacity) to state that ultimate requirements for water capacity will be approximately 204,600 gpd and ultimate requirements for sewage capacity will be approximately 136,400 gpd.
4. Article II, Section 2.1(b) *Water Supply Facilities*, is amended by adding subsection (3).
 3. *Future Water Supply Facilities Site*. Developer agrees to dedicate to the City at no cost to the City an approximately one-acre site on the location as shown on **Exhibit F-1** for the City's future water supply facilities, or upon a mutually agreed upon site. The Developer will deed such site to the City by separate instrument upon platting Phase 2 unless requested earlier by the City. In the event that the

City opts not to utilize such site for water supply facilities by 2028, it shall convey such site back to the Developer.

- 5. Article II, Section 2.2(a), Road Improvements, General is amended to add the following sentence:

“Unless otherwise agreed to by the Parties, Developer shall construct a street from Spring Branch Road to Old Plantersville Road simultaneously with the start of construction of utilities and paving for Phase III of the development. This street will have a 60' right-of-way with a 36' wide curb and gutter street. Parties further agree that Minor Residential Streets (as defined in the City subdivision ordinances) within the development shall be constructed as a variance from such subdivision ordinances as follows and as shown on **Exhibit G.**”

Minor Residential Streets:

- 1) Minimum Pavement Width – 24'
- 2) Right of Way Width – 50'.

- 6. Article II, Section 2.2, Road Improvements, is amended to add subsection (d)

d. Developer agrees to enter into a tri-party agreement with the City and Montgomery County regarding improving Old Plantersville Road along the boundaries of the Tract.

- 7. Article II, Section 2.4, Parks and Recreational Facilities, is amended to add the following sentence:

“The Developer shall construct a concrete multi-use trail along Old Plantersville Road in conjunction with the paving improvements along Old Plantersville Road and in accordance with its proposed Phasing Plan. Subdivision monumentation and landscaping will also coincide with paving improvements in accordance with Developer’s proposed Phasing Plan as shown on **Exhibit F-1**. The amenity/recreation center will be constructed in accordance with Developer’s obligations to its builders which generally will begin with home construction in Phase IB.”

- 8. Article II, Section 2.5, Development Regulations, is amended to add the following sentence:

“As a variance from City Code, Parties agree that the minimum side yard set back requirements between adjacent lots shall be reduced to five (5) feet setback on each property line (except as described herein) and there shall be no appurtenances, equipment, accessories, fixtures, appendages, extras, additions, etc. located within the side yard setback area. Notwithstanding the preceding sentence, at least twenty percent (20%) of shared side lot lines between two adjacent homes for each development phase as shown on the Phasing Plan (**Exhibit F-1**) will have no less than a total of fifteen (15) feet side yard setbacks as shown on the final plat.”

9. Except as specifically amended in this Amendment, the Agreement shall remain in full force and effect in accordance with its original terms and conditions. In the event of a conflict, the terms of this Amendment shall control.

(Signature Pages to Follow)

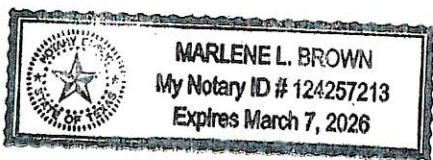
Executed by the Developer and the City to be effective on the Effective Date.

Redbird Meadow Development, LLC, a Texas limited liability company

By: *[Signature]*
Name: *Perry Sam*
Title: *Manager*

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §


This instrument was acknowledged before me this *15th* day of *August*, 2023, by *Perry Sam*, *Manager* of Redbird Meadow Development, LLC, a Texas limited liability company, on behalf of said limited liability company.



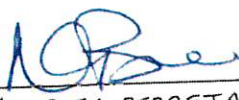
[Signature]
Notary Public, State of Texas

(NOTARY SEAL)

CITY OF MONTGOMERY, TEXAS


Byron Sanford, Mayor

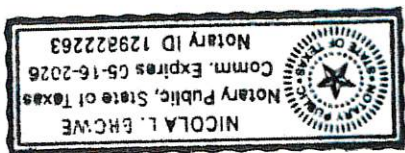
ATTEST:


Title: CITY SECRETARY NICI BROWE, TRMC



STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this 8th day of August, 2023, by Byron Sanford, Mayor, City of Montgomery, Texas, on behalf of said City.




Notary Public, State of Texas

(NOTARY SEAL)

Summary of First Amendment
8/3/23

- Adjusted Phasing Plan as presented (60s, 70s and 80s) with a maximum connection count of 682
- Developer agreement to dedicate a one-acre future water plant site at agreed upon location
- Minimum pavement widths of 24' for minor residential streets (with right of way width at 50')
- Developer enter into a tri-party agreement with City and County for improvements to Old Plantersville Road
- Developer to construct a concrete multi-use trail along Old Plantersville Road
- Amenity/recreation center will be constructed along with home construction in Phase IB
- Minimum side yard setback requirements between adjacent lots shall be reduced to five (5) feet setback on each property line (except as described herein) and there shall be no appurtenances, equipment, accessories, fixtures, appendages, extras, additions, etc. located within the side yard setback area. Notwithstanding the preceding sentence, at least twenty percent (20%) of shared side lot lines between two adjacent homes for each development phase will have no less than a total of fifteen (15) feet side yard setbacks as shown on the final plat.

DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF MONTGOMERY, TEXAS AND
REDBIRD MEADOW DEVELOPMENT, LLC

This DEVELOPMENT AGREEMENT (the "Agreement") is entered into between REDBIRD MEADOW DEVELOPMENT, 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 May 10, 2022 (the "Effective Date").

RECITALS

The Developer owns approximately 388.5 acres of land, as described on the attached **Exhibit A** (defined herein as the "Tract") in Montgomery County, Texas, of which approximately 10.3 acres is within the corporate limits of the City and 378.2 acres is outside the corporate limits of the City. The Developer intends to develop the Tract for primarily single-family residential purposes. The Developer represents that the development of the Tract requires the creation of a special district over the Tract to fund certain public infrastructure, and an agreement with the City will provide for long-term certainty concerning development of the Tract. The Developer intends to petition the City for voluntary annexation of the approximately 378.2 acres (the "Annexation Tract") as described on **Exhibit E** into the corporate limits of the City. The City has adopted a resolution consenting to the creation of a special district over the boundaries of the Tract and annexed the Annexation Tract into the corporate limits of the City concurrently with the approval of this Agreement.

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

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

AGREEMENT

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

ARTICLE I. DEFINITIONS AND EXHIBITS

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

Annexation Tract means approximately 378.2 acres of land to be annexed by the City upon petition of the Developer, as described in **Exhibit E**

City means the City of Montgomery, Texas.

District means a municipal utility district to be created over the Tract upon petition to the TCEQ pursuant to Article XVI, Sec. 59, and Article III, Sec. 52, Texas Constitution, Chapters 49 and 54, Texas Water Code and rules of the TCEQ.

Developer means Redbird Meadow Development, LLC, a Texas limited liability company, its successors or assigns.

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

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

Parties means the City and the Developer, collectively.

Proposed Collector Road means the public road improvement to be constructed described as "Proposed Collector" on **Exhibit D**.

Tract means the approximately 388.5 acres of land to be developed by Developer, as described in **Exhibit A**, and any additional land that may be annexed into the District as approved by the City.

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

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

- Exhibit A Metes and Bounds Description of the Tract
- Exhibit B Form of Utility Agreement
- Exhibit C Utility Exhibit
- Exhibit D Proposed Major Thoroughfare Plan
- Exhibit E Annexation Tract
- Exhibit F Phasing Plan

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ARTICLE II

DEVELOPER OBLIGATIONSSection 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 District 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 168,000 gpd to serve approximately 560 connections. Parties agree that the Developer will develop the Tract in accordance with market and development demands, but a proposed phasing plan is attached hereto as **Exhibit F**.
1. **First Phase Improvements.** The first phase of development will consist of approximately 180 ESFCs necessitating 54,000 gpd of water capacity ("First Phase"). The City agrees that it has the capacity in its water treatment system to serve the First Phase; however the Developer is required to fund the construction of certain improvements to the City's water supply system in order to provide sufficient pressure for the Tract.
 - i. **Water Line.** The City agrees to design and construct, at the Developer's cost, a 12" off-site waterline connecting to the City's existing 8" waterline, which shall be routed generally as shown on **Exhibit C** or such other route as is mutually agreed upon by the Parties ("Water Line"). The Water Line will be constructed in public right of way or easement and to the extent necessary, the City will be responsible for acquiring any necessary public right of way required for the construction of the Water Line. The Water Line will be sized to serve the Tract; to the extent the City requires

the Water Line to be oversized to serve land outside the Tract, the Parties agree to comply with provisions of Section 2.3 below. The Developer will receive Impact Fee credit for funding of the Water Line as described in Section 2.1(d) below.

- ii. **Funding.** The City will provide the Developer and the District a cost estimate of the engineering and construction costs of the Water Line, and upon presentation of such estimate, the Developer agrees to deposit with the City the funds due for design (including preliminary design, design, topographic survey, reimbursable expenses, and bid phase services) of the Water Line. The City will be responsible for bidding the Water Line 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, and reimbursable expenses with the City. It is anticipated that the construction costs will include costs to bore under the railroad crossing. The Developer and District shall have the right to review all bids received for the construction of the Water Line, approve award of the construction contract for the Water Line, and review and approve all pay estimates and change orders related thereto. The Developer is not responsible for any change orders that exceed twenty-five percent of the construction contract as the maximum allowed by TCEQ rules, and is therefore not eligible for reimbursement by the District of such change order. The City will keep accurate records of Developer deposits and Water Line costs and make such records available for Developer or District inspection upon request. Within 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 construction contract. In the event the City has expended more than the deposit amount, the Developer will reimburse the City for any excess cost except for the aggregate of construction change order cost in excess of twenty-five percent of the total construction contract for the Water Line. The City will hold \$3,000 in escrow to cover estimated cost for completion of the one year warranty inspection. After completion of the one year warranty and action by City Council to officially end the warranty period, the City shall perform a reconciliation and final accounting within 45 days and reimburse the Developer any unused funds or request additional funds. Developer will get impact fee credit for all funds expended pursuant to this Section 2.1(b)(ii) in accordance with Section 2.1(d) below.

iii. **Timing.** Parties acknowledge that the Water Line is critical to the First Phase of development of the Tract. The City is obligated to begin design of the Water Line upon execution of this Agreement, and begin construction of the Water Line within six months of execution of this Agreement. The Developer and the City understand that there are certain factors outside of both the Developers and City's control including, but not limited to, easement acquisition and approval for the crossing of the railroad that may cause delay. The City agrees to use best efforts to timely acquire any right of way and/or railroad crossings, and will begin procuring such right of way and/or railroad crossings within forty-five days of City approval of this Agreement. The Developer agrees to timely fund such design and construction. In the event that the City does not timely commence design and/or construction of the Water Line in accordance with this Agreement, the City agrees that the Developer and/or District may design and construct the Water Line to meet its development needs and receive Impact Fee credit for such costs as stated in Section 2.1(d) below.

iv. **Ownership.** The City will accept such Water Line for ownership and operation in accordance with the terms of the Utility Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.

2. **Subsequent Phases.** Parties acknowledge that the City will need to construct additional water supply facilities in order to serve the Tract at full build out, which is estimated to be 560 ESFCs or 168,000 gpd.

i. By the expiration of twenty-four (24) months following the date on which the Developer or District engineer notifies the City in writing that it requires additional capacity to timely serve subsequent phases of the Tract, the City agrees to have completed construction of the expansion of its water supply system to accommodate the Developer's subsequent phases of development. The Developer's obligation to fund expansions to the City's water supply system (other than the Water Line as described in Section 2(b)(1)) is limited to payment of Impact Fees paid in the same amount and same manner as set out in this Agreement.

ii. In the event that, at any phase of development, the City's water supply system does not have sufficient capacity to serve the land within the District as necessitated by development thereof, the Developer may elect to:

1. Advance funds as payment towards Impact Fees that would be due and payable to the City for future development in the District, which funds shall be used by the City solely for funding the costs of constructing additional water supply facilities necessary to serve subsequent phases of development in the District, and the City would thereafter credit the Developer up to an amount equal to the amount advanced by the Developer; and/or
 2. Construct, or cause the District to construct, additional water supply facilities based upon demand and usage and sized appropriately to serve development within the Tract in accordance with all regulatory requirements, and the City would thereafter credit the Developer for the Impact Fees related to development on the Tract that would otherwise be due and payable to the City up to an amount equal to the costs of constructing the additional water supply facilities.
- c. Wastewater Treatment Facilities. The parties acknowledge that the Tract will be developed in phases with ultimate wastewater requirements of 112,000 gpd to serve approximately 560 connections.
1. *First Phase.* The City agrees that it has permitted capacity in its wastewater treatment system to serve the First Phase of 180 ESFCs.
 - i. **Force Main.** The City agrees to design and construct an off-site force main to serve the Tract as generally shown on Exhibit C (the "Force Main"). The Force Main shall be sized to serve the Tract; if the City requires the Force Main to be oversized to serve land outside the Tract, the Parties agree to comply with provisions of Section 2.3 herein. The City will acquire any necessary right of way for construction of the Force Main.
 - ii. **Funding.** The City will provide the Developer and the District a cost estimate of the engineering and construction costs of the Force Main, and upon presentation of such estimate, the Developer agrees to deposit with the City the funds due for design (including preliminary design, design, topographic survey, reimbursable expenses, and bid phase services) of the Force Main. The City will be responsible for bidding the Force Main 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, and reimbursable expenses with the City. It is anticipated that the

construction costs will include costs to bore under the railroad crossing. The Developer and District shall have the right to review all bids received for the construction of the Force Main, approve award of the construction contract for the Force Main, and review and approve all pay estimates and change orders related thereto. The Developer is not responsible for any change orders that exceed twenty-five percent of the construction contract as the maximum allowed by TCEQ rules, and is therefore not eligible for reimbursement by the District of such change order. The City will keep accurate records of Developer deposits and Force Main costs and make such records available for Developer or District inspection upon request. Within 45 days of City acceptance of the Force Main, the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the construction contract. In the event the City has expended more than the deposit amount, the Developer will reimburse the City for any excess cost except for the aggregate of construction change order cost in excess of twenty-five percent of the total construction contract for the Force Main. The City will hold \$3,000 in escrow to cover estimated cost for completion of the one year warranty inspection. After completion of the one year warranty and action by City Council to officially end the warranty period, the City shall perform a reconciliation and final accounting within 45 days and reimburse the Developer any unused funds or request additional funds.

- iii. **Timing.** Parties acknowledge that the Force Main is critical to the First Phase of development of the Tract. The City is obligated to begin design of the Force Main upon execution of this Agreement and begin construction of the Force Main within six months of execution of this Agreement. The Developer and the City understand that there are certain factors outside of both the Developers and City's control including, but not limited to, easement acquisition and approval for the crossing of the railroad that may cause delay. The City agrees to use best efforts to timely acquire any right of way and/or railroad crossings, and will begin procuring such right of way and/or railroad crossings within forty-five days of City approval of this Agreement. The Developer agrees to timely fund such design and construction. In the event that the City does not timely commence design and/or construction of the Force Main in accordance with this Agreement, the City agrees that the Developer and/or District may design and construct the Force Main to meet its development needs.

- iv. **Ownership.** The City will accept such Force Main for ownership and operation in accordance with the terms of the Utility Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.

2. *Subsequent Phases.*

- i. Parties acknowledge that the City will need to construct additional wastewater treatment facilities in order to serve the Tract at full build out. By the expiration of twenty-four(24) months following the date on which the Developer and/or District engineer notifies the City in writing that the Developer requires such additional capacity to serve subsequent phases of the Tract, the City agrees to have completed construction of the expansion of its wastewater treatment system to accommodate the Developer's subsequent phases of development. The Developer's obligation to fund expansions to the City's wastewater treatment facilities (other than the Force Main as described in Section 2(c)(1)) is limited to payment of Impact Fees paid in the same amount and same manner as set out in this Agreement.
- ii. In the event that, at any phase of development, the City's wastewater treatment system does not have sufficient capacity to serve the land within the District as necessitated by development thereof, the Developer may elect to:
 - 1. Advance funds as payment towards Impact Fees that would be due and payable to the City for future development on the Tract, which funds shall be used by the City solely for funding the costs of constructing additional wastewater treatment facilities sufficient to serve subsequent phases of development in the District. The City would thereafter credit the Developer for Impact Fees up to an amount equal to the amount advanced by the Developer; and/or
 - 2. Construct, or cause the District to construct, additional wastewater treatment facilities based upon demand and usage and sized appropriately to serve development within the Tract in accordance with all regulatory requirements, and the City would thereafter credit the Developer for the Impact Fees related to development on the Tract that would otherwise be due and payable to the City up to an amount

equal to the costs of constructing the additional wastewater treatment facilities.

- d. *Impact Fees.* The Developer agrees to pay impact fees for water supply facilities and wastewater treatment facilities (“Impact Fees”) in the amount as stated in the City’s current adopted Impact Fees, or as may be amended from time to time. The Developer will be assessed and pay Impact Fees at the time of the City’s approval of the final plat for each section based on the number of connections in such plat. The Water Line is a regional facility and is included in the City CIP. The Developer will receive Impact Fee credit for the amount expended and paid to the City for the Water Line. The Developer will receive credit upon final platting until such costs are reimbursed in full.
- e. *Drainage Facilities.* The Developer will submit a drainage study to the City prior to approval of construction plans. All drainage and detention facilities must be designed and constructed in accordance with the City Code and any applicable Montgomery County standards. The City agrees to allow culverts and public roads within public road right of way as restrictors or control structures for detention facilities. All onsite storm sewer systems will be designated as public facilities and accepted by the City upon completion. Any detention ponds will not be accepted by the City but owned and maintained by the District and/or a property owners association.

Section 2.2. Road Improvements.

- a. *General.* Parties agree to the alignment of all major thoroughfares as shown on **Exhibit D**. Any public road improvements constructed within the Tract, other than the Proposed Collector Road as provided herein, shall be constructed in accordance with the City Code and in accordance with the City’s Major Thoroughfare Plan. The Developer will obtain any easements or rights-of-way necessary for construction of public road improvements inside the boundaries of the Tract; however to the extent additional easements or rights-of-way are necessary to construct public road improvements outside the boundaries of the Tract on land not owned by the Developer, the City is responsible for obtaining such easements or rights-of-way at no cost to the Developer. Once constructed, all public road improvements shall be dedicated to and accepted by the City for operation and maintenance.
- b. *Proposed Collector Road.* The Parties agree that the Proposed Collector Road (designated as the Proposed Collector on **Exhibit D**) shall be constructed in phases as shown on **Exhibit F**. Developer on behalf of the District agrees to extend the Proposed Collector Road to Spring Branch Road in connection with the development of Phase III as shown on **Exhibit F**.

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- c. Non-Standard Road Improvements. The Developer may place additional features (“Non-Standard Improvements”) on certain public roads to enhance the aesthetic appeal of roads in the District, including but not limited to the installation of bricks and pavers or patterned concrete for the purposes of beautification and visual enhancement, as approved by the City engineer. The Developer agrees that the District will be solely responsible for the maintenance of any Non-Standard Improvements that are not accepted by the City for maintenance within the public road rights-of-way, including general upkeep for functional and aesthetic purposes and replacement when necessary to preserve the intended functions of the Non-Standard Improvements. The District shall keep all Non-Standard Improvements in operable condition. The Parties agree that the District may remove the Non-Standard Improvements at any time provided that it repairs and replaces the Non-Standard Improvements with a surface substantially similar to the adjoining roadway, at which time the City will resume maintenance of the public road right-of-way to the same standard as all other City roads.

Section 2.3. Oversizing. If the City requires portions of the Facilities to be constructed to a size larger than would be required pursuant to the City Code to serve the Tract, the City will pay or cause to be paid the incremental costs to construct such excess capacity in accordance with state law. Prior to award of any contract in which oversized Facilities will be built, the Developer will present the City with the bids and bid tabulations, and the City and the Developer (or District in accordance with the Utility Agreement) must agree to the incremental costs based on such bid or the Developer is not required to oversize the Facilities. The City will pay its pro rata share of the oversized facilities upon award of the construction contract for such facilities.

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

Section 2.5. Development Regulations. Developer agrees that the development of the Tract shall be in accordance with the City Code except as to lot size: a maximum of 47% of the platted single-family residential lots within the District may be a minimum of 60 feet wide and 8,400 square feet. This Agreement constitutes the City’s acceptance of the described variance from its City Code.

Section 2.6. Minor Modifications. Minor modifications to the Developer or District’s utility plan, thoroughfare plan, phasing plan or variances in development regulations are authorized under this Agreement upon review and approval of the City Administrator, or its designee, and no amendment to this Agreement is required. A minor modification would include, but is not limited to, an adjustment in the alignment of a roadway, adjustment in lot sizes or densities that is less than 15% of such category, an adjustment or relocation of public utility infrastructure if approved by the City Administrator or its designee; or any modification

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that is an elaboration, refinement or clarification of this Agreement and deemed to be a minor modification by the City Administrator.

ARTICLE III.
DEFAULT AND TERMINATION

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

a. 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.

b. The parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the City shall be deemed to have occurred in the following instances:

- (i) An attempt by the City to dissolve the District without complying with the terms of this Agreement or in violation of the provisions of the Utility Agreement;
- (ii) An attempt by the City to delay or limit reimbursement to the Developer in violation of the provisions of this Agreement; or
- (iii) An attempt by the City to enforce any provisions of the City Code within the Tract that is inconsistent with the terms and conditions of this Agreement.

In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article 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.

CITY'S CONSENT TO CREATION; VOLUNTARY ANNEXATION;
DISTRICT ANNEXATION OF LAND

Section 4.1. Consent to Creation of the District. Concurrently with approval of this Agreement, the City has approved a resolution consenting to creation of the District, and the City agrees that the resolution will be deemed to constitute the City's consent to creation of the District. No further action will be required on the part of the City to evidence its consent; however the City agrees to provide any additional confirmation of its consent that may be required by the Developer or the District if requested to do so.

Section 4.2. Consent to Annexation of City. Concurrently with approval of this Agreement, the Developer has submitted to the City its petition for annexation of the Annexation Tract into the corporate limits of the City. Once the annexation process is complete, the City hereby agrees to annex the Annexation Tract into the corporate limits of the City, and the Annexation Tract shall be entitled to all the rights and privileges and bound by all regulations of the City.

Section 4.3. Annexation of Land by District. The District may not annex additional land into the boundaries of the District or serve property outside the boundaries of the District without the consent of the City. In the event land is annexed into the boundaries of the District with the City's consent, the terms of this Agreement shall apply to the annexed land.

ARTICLE V.

DISSOLUTION

The City agrees that irrespective of its right and power under existing or subsequently enacted law, it will not dissolve the District until the following conditions have been met:

- a. At least 90% of the developable acreage within the District has been developed with water, wastewater, and drainage facilities. Developable acreage means the total acreage in the District less acreage associated with land uses for roads, utility easements, drainage easements, levee easements, lakes, creeks, bayous, and open space; and
- b. The Developer has been reimbursed by the District to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligation for such reimbursement of the District under such rules.

ARTICLE VI.

MISCELLANEOUS

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Section 6.1. Sale of Tract; Assignability. Any agreement by Developer to sell the entirety or any portion of the Tract to a person intending to develop the tract or such portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract to such Successor Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Developer. This Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of parcels out of the Tract. This Agreement is assignable 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 6.2. Force Majeure. In the event a party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other parties as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

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

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

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

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

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

If to the City, to:

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

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:

Redbird Meadow Development, LLC
5910 FM 2920, Suite B
Spring, TX. 77388
Attention: Perry Senn

With a copy to:

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

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

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

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Section 6.7. Severability. The provisions of this Agreement are severable, and if any part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of part of this Agreement to other persons or circumstances shall not be affected thereby.

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

Section 6.9. Recordation. The City shall record this Agreement and any amendments thereof in the deed records of Montgomery County. In addition, any assignments of this Agreement shall be recorded in the deed records of Montgomery County. This Agreement, when recorded, shall be a covenant running with the land and binding upon the Tract, the parties and their assignees during the term of this Agreement. However, this Agreement shall not be binding upon and shall not constitute any encumbrance to title as to any purchaser of a tract or lot within the Tract who does not intend to resell, subdivide or develop the tract or lot in the ordinary course of business.

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

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

Section 6.12. Execution of Agreement by District. After approval of the creation of the District by the TCEQ, Developer shall cause the assignment, execution and adoption by the Board of Directors of the District of the Utility Agreement in the form attached hereto as **Exhibit B** within 90 days after the election confirming creation of the District.

(Signature Pages to Follow)

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

Redbird Meadow Development, LLC, a
Texas limited liability company

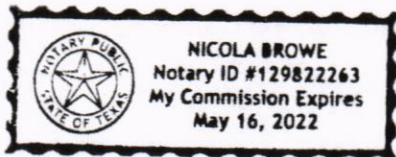
By: [Signature]
Name: Perry Senn
Title: Member/Owner

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this 10th day of May,
2022, by PERRY, SENN of Redbird Meadow Development, LLC, a
Texas limited liability company, on behalf of said limited liability company.

[Signature]
Notary Public, State of Texas
NICI BROWE

(NOTARY SEAL)



CITY OF MONTGOMERY, TEXAS

Sara Countryman
Sara Countryman, Mayor

ATTEST:

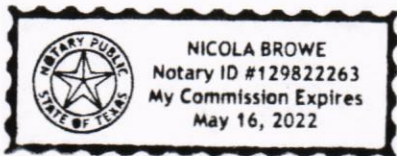
N. Browe - Nici Browe.
Title: City Secretary

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this 10th day of May, 2022, by Sara Countryman, Mayor, City of Montgomery, Texas, on behalf of said City.

N. Browe
Notary Public, State of Texas

(NOTARY SEAL)



Michael J. and Judith L. Kammerer
388.5 acres

Zachariah Landrum Survey, Abstract No. 22

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

A **METES & BOUNDS** description of a certain 388.5 acre (16,923,690 square feet) tract of land situated in the Zachariah Landrum Survey, Abstract No. 22, in Montgomery County, Texas, being a portion of the remainder of a called 454.2890 acre tract conveyed to Michael J. Kammerer and spouse, Judith L. Kammerer, by deed recorded in Clerk's File No. 9401426, Montgomery County Official Public Records of Real Property; said 388.5 acre (16,923,690 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, Central Zone, NAD 83, 2001 Adjustment:

COMMENCING at a 5/8-inch iron rod found on a south line of the remainder of said called 454.2890 acre tract, being the northwest corner of a called 49.956 acre tract conveyed to Scott T. Kammerer and wife, Kimberly K. Kammerer, by deed recorded in Clerk's File No. 2006-111859, Montgomery County Official Public Records of Real Property, also being the northeast corner of a called 251.96 acre tract conveyed to Steven L. Havens by deed recorded in Clerk's File No. 9403259, Montgomery County Official Public Records of Real Property;

THENCE, South 88°19'34" West, along said south line of the remainder of said called 454.2890 acre tract and the north line of said called 251.96 acre tract, a distance of 151.98 feet to a 5/8-inch iron rod (with cap) found, being the **POINT OF BEGINNING** of the herein described tract;

THENCE, South 88°19'34" West, continuing along said south line of the remainder of said called 454.2890 acre tract and the north line of said called 251.96 acre tract, 2,414.45 feet to a fence post found, being the southeast corner of a called 29.510 acre tract conveyed to Eco World Construction LLC by deed recorded in Clerk's File No. 2017075464, Montgomery County Official Public Records;

THENCE, North 01°03'09" West, along the east line of said called 29.510 acre tract, 936.63 feet to a 1/2-inch iron rod (with cap) found, being the northeast corner of said called 29.510 acre tract, also being the southeast corner of a called 18.285 acre tract conveyed to Cullan Morris Cotton and spouse, Angela Carolyn Cotton, by deed recorded in Clerk's File No. 2013123600, Montgomery County Official Public Records;

THENCE, North 01°18'35" West, along the east line of said called 18.285 acre tract, 538.33 feet to a 1/2-inch iron rod (with cap) found;

THENCE, along the north line of said called 18.285 acre tract, the following two (2) courses and distances:

1. South 86°44'07" West, 713.98 feet to a 5/8-inch iron rod (with cap stamped Manhard) set;
2. South 84°52'41" West, 788.26 feet to a mag nail in asphalt set in the approximate centerline of Spring Branch Road;

THENCE, North 07°58'17" West, along said approximate centerline of Spring Branch Road, 60.07 feet to a mag nail in asphalt set for a northwest corner of the remainder of said called 454.2890 acre tract;

Michael J. and Judith L. Kammerer
388.5 acres

Zachariah Landrum Survey, Abstract No. 22

THENCE, North 84°52'41" East, along a north line of the remainder of said called 454.2890 acre tract, at a distance of 53.58 feet passing a 5/8-inch iron rod found for the southwest corner of a called 5.74 acre tract conveyed to Ty Russell by deed recorded in Clerk's File No. 2002-029580, Montgomery County Official Public Records of Real Property, in all a distance of 792.22 feet to a 1-inch iron pipe found, being the southeast corner of said called 5.74 acre tract, also being the southwest corner of a called 14.929 acre tract conveyed to Carl M. Wilson, Jr. by deed recorded in Clerk's File No. 2012019241, Montgomery County Official Public Records;

THENCE, North 86°44'07" East, continuing along said north line of the remainder of said called 454.2890 acre tract and along the south line of said called 14.929 acre tract, 717.13 feet to a 1/2-inch iron rod (with cap) found, being the southeast corner of said called 14.929 acre tract;

THENCE, North 07°47'11" West, along a west line of the remainder of said called 454.2890 acre tract, 1,165.08 feet to a 5/8-inch iron rod (with cap stamped Manhard) set, being the southwest corner of a called 44.201 acre tract conveyed to Promocon USA LLC by deed recorded in Clerk's File No. 2019008141, Montgomery County Official Public Records;

THENCE, North 86°39'25" East, along a north line of the remainder of said called 454.2890 acre tract and the south line of said called 44.201 acre tract, 1,710.81 feet to a 1-inch iron pipe found, being the southeast corner of said called 44.201 acre tract;

THENCE, North 03°01'49" West, along a west line of the remainder of said called 454.2890 acre tract and the east line of said called 44.201 acre tract, at a distance of 1,403.16 feet passing a 5/8-inch iron rod found for the northeast corner of said called 44.201 acre tract, in all a distance of 1,436.78 feet to a mag nail in asphalt set in the approximate centerline of Old Dobbin Road;

THENCE, along the approximate centerline of said Old Dobbin Road, the following three (3) courses and distances:

1. North 63°02'56" East, 319.69 feet to a mag nail in asphalt set;
2. North 65°05'57" East, 303.42 feet to a mag nail in asphalt set;
3. North 62°20'23" East, 242.77 feet to a mag nail in asphalt set in the approximate centerline of Old Plantersville Road;

THENCE, along said approximate centerline of Old Plantersville Road, the following five (5) courses and distances:

1. South 50°02'03" East, 484.20 feet to a mag nail in asphalt set;
2. South 49°34'13" East, 603.77 feet to a mag nail in asphalt set;
3. South 49°43'52" East, 594.81 feet to a mag nail in asphalt set;

Michael J. and Judith L. Kammerer
388.5 acres

Zachariah Landrum Survey, Abstract No. 22

4. South 49°49'14" East, 503.40 feet to a mag nail in asphalt set, being the beginning of a curve to the left;
5. Along said curve to the left in an easterly direction, with a radius of 1,540.00 feet, a central angle of 70°15'24", an arc length of 1,888.37 feet, and a chord bearing of South 84°56'56" East, 1,772.26 feet to a mag nail in asphalt set;

THENCE, South 03°00'07" East, along the east right-of-way line of Womack Cemetery Road, at a distance of 898.45 feet passing a 5/8-inch iron rod found, being the southwest corner of a called 9.35 acre tract conveyed to Donald Davis and Sharon Davis, by deed recorded in Clerk's File No. 2014059226, Montgomery County Official Public Records, also being the northwest corner of a called 3.000 acre tract (Tract Two) conveyed to Edward R. Lofton and wife, Marian Lofton, by deed recorded in Clerk's File No. 9513228, Montgomery County Official Public Records of Real Property, at a distance of 1,138.56 feet passing a 5/8-inch iron rod found, being the southwest corner of said called 3.000 acre tract (Tract Two), also being the northwest corner of a called 3.000 acre tract conveyed to James Edward Thrower, III and Tanya Thrower, a married couple, by deed recorded in Clerk's File No. 2018030495, Montgomery County Official Public Records, at a distance of 1,398.43 feet passing a 5/8-inch iron rod found, being the southwest corner of a called 7.544 acre tract (Tract One) conveyed to Edward R. Lofton and wife, Marian Lofton, by said deed recorded in Clerk's File No. 9513228, Montgomery County Official Public Records of Real Property, also being the northwest corner of a 20 foot wide (called 0.695 acre) ingress/egress easement (Tract Two) conveyed to David Solomon by deed recorded in Clerk's File No. 2020115162, Montgomery County Official Public Records, in all a distance of 1,913.12 feet to a 1/2-inch iron rod found, being on the west line of a called 10.758 acre tract conveyed to Ford Hal Bazar by deed recorded in Clerk's File No. 2001-040245, Montgomery County Official Public Records of Real Property, also being the northeast corner of a called 18.43 acre tract conveyed to Van Stovall and Jeanne Stovall by deed recorded in Clerk's File No. 99050272, Montgomery County Official Public Records of Real Property, also being on the south right-of-way line of Womack Cemetery Road;

THENCE, along said south right-of-way line of Womack Cemetery Road, the following six (6) courses and distances:

1. South 71°44'11" West, 497.65 feet to a 5/8-inch iron rod (with cap stamped Manhard) set, being the northwest corner of said called 18.43 acre tract, also being the northeast corner of a called 8.0793 acre tract conveyed to Samuel Scheler and Tanya Scheler, husband and wife, by deed recorded in Clerk's File No. 2013100439, Montgomery County Official Public Records;
2. South 71°58'44" West, along the north line of said called 8.0793 acre tract and the north line of a called 9.434 acre tract conveyed to Micah D. Tomlinson and spouse, Diane Tomlinson, by deed recorded in Clerk's File No. 2006-009043, Montgomery County Official Public Records of Real Property, 493.64 feet to a 5/8-inch iron rod (with cap stamped Manhard) set on the north line of said called 9.434 acre tract;
3. South 75°35'39" West, along the north line of said called 9.434 acre tract and the north line of a called 15.1045 acre tract conveyed to Lester W. Gallatin and Cynthia J. Gallatin, husband and wife, by deed recorded in Clerk's File No. 2003-152894, Montgomery County Official Public Records of Real Property, at a distance of 431.76 feet passing a 5/8-inch iron rod found, in all a distance of 604.23 feet to a 1/2-inch iron rod found, being the northwest corner of said called 15.1045 acre tract;

Michael J. and Judith L. Kammerer
388.5 acres

Zachariah Landrum Survey, Abstract No. 22

- 4. South 59°21'52" West, 55.10 feet to a 1/2-inch iron pipe found, being the north corner of a called 2.221 acre tract conveyed to 11845 Womack Cemetery Road Joint Venture by deed recorded in Clerk's File No. 2018057068, Montgomery County Official Public Records;
- 5. South 35°03'48" West, 625.59 feet to a 1-inch iron pipe found, being the southwest corner of said called 2.221 acre tract, being on the north line of said called 49.956 acre tract;
- 6. South 87°25'18" West, along the north line of said called 49.956 acre tract, a distance of 512.09 feet to a 5/8-inch iron rod (with cap) found;

THENCE, over and across the remainder of said called 454.2890 acre tract, the following three (3) courses and distances:

- 1. North 00°05'49" East, 998.33 feet to a 5/8-inch iron rod (with cap) found;
- 2. South 87°23'22" West, 677.53 feet to a 5/8-inch iron rod (with cap) found;
- 3. South 12°17'49" West, 1,028.95 feet to the POINT OF BEGINNING, CONTAINING 388.5 acres (16,923,690 square feet) of land in Montgomery County, Texas, filed in the offices of Manhard Consulting, Ltd. in The Woodlands, Texas.

Manhard Consulting, Ltd.
 2445 Technology Forest Blvd, Suite #200
 The Woodlands, Texas 77381
 (832) 823-2200
 Texas Board of Professional Engineers &
 Land Surveyors Firm Reg. No. 10194379


 Acting By/through Joel K. Nalley
 Registered Professional Land Surveyor
 No. 6525
 jnalley@manhard.com



12 December 2020

EXHIBIT "B"

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 MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 215, created as a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, and Chapters 49 and 54, Texas Water Code, as amended (hereinafter, the term "District" (as defined herein)).

WITNESSETH:

WHEREAS, the Texas Commission on Environmental Quality (the "TCEQ") by order dated _____, 202_ has granted the landowner's petition to create the District within the corporate limits of the City, for the purposes of, among other things, providing water distribution, wastewater collection and drainage, road and park facilities (as more fully defined below, the "Facilities") to serve development occurring within the corporate limits of the City situated within the boundaries of the District, by financing and purchasing the Facilities; and

WHEREAS, the City by resolution dated _____, 202_ has consented to the creation of the proposed District (the "City Consent Resolution"); and

WHEREAS, under the authority of Chapter 791, Texas Government Code and Section 552.014, Texas Local Government Code, the City and the District may enter into an agreement under the terms of which the District will acquire for the benefit of, and for ultimate conveyance to, the City, the Facilities needed to provide utility service and roads to lands being developed within the District and the City; and

WHEREAS, the parties understand and agree that this Agreement does not constitute, and shall not be construed as, an "allocation agreement" within the meaning of Texas Water Code Section 54.016(f); and

WHEREAS, the City and the District have determined that they are authorized by

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

AGREEMENT

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

ARTICLE I
DEFINITIONS

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

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

“Bonds” shall mean the District’s bonds, notes or other evidences of indebtedness issued from time to time for the purpose of financing the costs of acquiring, constructing, purchasing, operating, repairing, improving or extending the Facilities, whether payable from ad valorem taxes, the proceeds of one or more future bond issues or otherwise, and including any bonds, notes or similar obligations issued to refund such bonds.

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

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

“Development Agreement” shall mean that certain Development Agreement, dated _____, 2022, between the City and Redbird Meadow Development, LLC, a Texas limited liability company, as may be amended from time to time.

“District” shall mean Montgomery County Municipal Utility District No. 215, a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, and Chapters 49 and 54 Texas Water Code, as amended, and which includes within its boundaries approximately 388.5 acres of land described on Exhibit “A”

attached hereto, and any land that is annexed to the District with the consent of the City.

“District Assets” shall mean (i) all rights, title and interests of the District in and to the Facilities, (ii) any Bonds of the District which are authorized but have not been issued by the District, (iii) all rights and powers of the District under any agreements or commitments with any persons or entities pertaining to the financing, construction or operation of all or any portion of the Facilities and/or the operations of the District, and (iv) all books, records, files, documents, permits, funds and other materials or property of the District.

“District’s Obligations” shall mean (i) all outstanding Bonds of the District, (ii) all other debts, liabilities and obligations of the District to or for the benefit of any persons or entities relating to the financing, construction or operation of all or any portion of the Facilities or the operations of the District, and (iii) all functions performed and services rendered by the District, for and to the owners of property within the District and the customers of the Facilities.

“Engineers” shall mean LJA Engineering, consulting engineers, or its replacement, successor or assignee.

“Engineering Reports” shall mean and refer to that certain Preliminary Engineering Report prepared by the Engineers relating to the creation of the District and describing the initial scope and extent of the Facilities and any additional engineering reports prepared by the Engineers from time to time relating to the issuance of Bonds by the District, copies of which shall be on file in the offices of the District.

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

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

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

"TCEQ" shall mean the Texas Commission on Environmental Quality or its successor agency of the State of Texas having jurisdiction over the District.

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

2.01. Facilities. The Facilities, as described in the Engineering Reports, shall be designed and constructed in compliance with all applicable requirements and criteria of the applicable Approving Bodies. All plans and specifications for the Facilities shall be submitted to the City for approval prior to construction 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. The District shall not be required to design and construct the Facilities to requirements more stringent than the City's requirements and criteria applicable to all design and construction within the City's jurisdiction, unless required by State or Federal regulation or code. The District shall design, construct or extend the Facilities to serve the District in such phases or stages as the District, in its sole discretion, from time to time may determine to be economically feasible.

2.02. Water Distribution and Supply Facilities. The City shall provide the District with its ultimate requirements for water production supply of 168,000 gpd to serve approximately 560 ESFCs. The City shall design and construct, at the District's cost, a 12" off-site waterline connecting to the City's existing 8" waterline, which shall be routed generally as shown on Exhibit "B" attached hereto or such other route as is mutually agreed upon by the Parties ("Water Line"). The Water Line will be constructed in public right of way or easement and to the extent necessary, the City will be responsible for acquiring any necessary public right of way required for the construction of the Water Line. The Water Line will be sized to serve the District; to the extent the City requires the Water Line to be oversized to serve land outside the District, the Parties agree to comply with provisions of Section 2.07 below. The District shall have the right to review all bids received for the construction of the Water Line, approve award of the construction contract for the Water Line, and review and approve all pay estimates and change orders related thereto. Funding of the Water Line by the District shall be in accordance with the terms of the Development Agreement. The District will receive Impact Fee credit for funding of the Water Line as described in Section 2.04 below. Timing of design and construction of the Water Line by the City shall be in accordance with the terms of the Development Agreement. In the event that the City does not timely commence design and/or construction of the Water Line in accordance with the Development Agreement, the City agrees that the District may design and construct the Water Line to meet its development needs and receive Impact Fee credit for such costs as stated in Section 2.04

below. The City will accept the Water Line for ownership and operation in accordance with the terms of this Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.

The Parties acknowledge that the City will need to construct additional water supply facilities in order to serve the District at full build out, which is estimated to be 560 ESFCs or 168,000 gpd. By the expiration of twenty-four (24) months following the date on which the District engineer notifies the City in writing that it requires additional capacity to timely serve subsequent phases of the District, the City agrees to have completed construction of the expansion of its water supply system to accommodate the District's subsequent phases of development. The District's obligation to fund expansions to the City's water supply system (other than the Water Line as described in this Section 2.02) is limited to payment of Impact Fees paid in the same amount and same manner as set out in this Agreement.

In the event that, at any time during the term of this Agreement, the City's water supply system does not have sufficient capacity to serve the land within the District as necessitated by development thereof, the District may elect to:

- a. Advance funds as payment towards Impact Fees that would be due and payable to the City for future development in the District, which funds shall be used by the City solely for funding the costs of constructing additional water supply facilities necessary to serve subsequent phases of development in the District, and the City would thereafter credit the District up to an amount equal to the amount advanced by the District; and/or
- b. Construct additional water supply facilities based upon demand and usage and sized appropriately to serve development within the District in accordance with all regulatory requirements, and the City would thereafter credit the District for the Impact Fees related to development in the District that would otherwise be due and payable to the City up to an amount equal to the costs of constructing the additional water supply facilities.

2.03. Wastewater Treatment Plant Facilities. The City shall provide the District with its ultimate wastewater requirements of 112,000 gpd to serve approximately 560 connections. The City agrees to design and construct an off-site force main to serve the District as generally shown on Exhibit "B" attached hereto (the "Force Main"). The Force Main shall be sized to serve the District; if the City requires the Force Main to be oversized to serve land outside the District, the Parties agree to comply with provisions of Section 2.07 below. The City will acquire any necessary right of way for construction of the Force

Main. The City will be responsible for bidding the Force Main in accordance with competitive bidding laws. The District shall have the right to review all bids received for the construction of the Force Main, approve award of the construction contract for the Force Main, and review and approve all pay estimates and change orders related thereto. Funding of the Force Main by the District shall be in accordance with the terms of the Development Agreement. Timing of design and construction of the Force Main by the City shall be in accordance with the terms of the Development Agreement. In the event that the City does not timely commence design and/or construction of the Force Main in accordance with the Development Agreement, the City agrees that the District may design and construct the Force Main to meet its development needs. The City will accept the Force Main for ownership and operation in accordance with the terms of this Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.

The Parties acknowledge that the City will need to construct additional wastewater treatment facilities in order to serve the District at full build out. By the expiration of twenty-four (24) months following the date on which the District engineer notifies the City in writing that the District requires such additional capacity to serve subsequent phases of the District, the City agrees to have completed construction of the expansion of its wastewater treatment system to accommodate the District's subsequent phases of development. The District's obligation to fund expansions to the City's wastewater treatment facilities (other than the Force Main as described in this Section 2.03) is limited to payment of Impact Fees paid in the same amount and same manner as set out in this Agreement.

In the event that, at any time during the term of this Agreement, the City's wastewater treatment system does not have sufficient capacity to serve the land within the District as necessitated by development thereof, the District may elect to:

- a. Advance funds as payment towards Impact Fees that would be due and payable to the City for future development in the District, which funds shall be used by the City solely for funding the costs of constructing additional wastewater treatment facilities sufficient to serve subsequent phases of development in the District. The City would thereafter credit the District for Impact Fees up to an amount equal to the amount advanced by the District; and/or
- b. Construct additional wastewater treatment facilities based upon demand and usage and sized appropriately to serve development within the District in accordance with all regulatory requirements, and the City would thereafter credit the District for the Impact Fees related to development in the District that would otherwise be due and payable to the City up to an amount equal to the costs of

constructing the additional wastewater treatment facilities.

2.04. Impact Fees. The District 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 District will be assessed and pay Impact Fees at the time of the City's approval of the final plat for each section based on the number of connections in such plat. The Water Line is a regional facility and is included in the City CIP. The District will receive Impact Fee credit for the amount expended and paid to the City for the Water Line. The District will receive credit upon final platting until such costs are reimbursed in full.

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

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

2.07. Oversizing. If the City requires portions of the Facilities to be constructed to a size larger than would be required pursuant to the City Code to serve the District, the City will pay or cause to be paid the incremental costs to construct such excess capacity in accordance with state law. Prior to award of any contract in which over-sized facilities will be built, the District will present the City with the bids and bid tabulations, and the City and the District must agree to the incremental costs based on such bid or the District is not required to oversize the Facilities. The City will pay its pro rata share of the oversized facilities upon award of the construction contract for such facilities.

2.08 Drainage Facilities. The District will submit a drainage study to the City prior to approval of construction plans. All drainage and detention Facilities must be designed and constructed in accordance with the City Code and any applicable Montgomery County standards. The City agrees to allow culverts along public roads to serve as detention facilities. All onsite storm sewer systems will be designated as public facilities and accepted by the City upon completion. Any detention ponds will not be accepted by the City but owned and maintained by the District and/or a property owners association.

2.09 Parks and Recreational Facilities. The District shall design and construct all park and recreational facilities to serve the District in accordance with the City Code and

any applicable Montgomery County standards. Any park and recreational facilities will not be accepted by the City but owned and maintained by the District and/or a property owners association.

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

ARTICLE III OWNERSHIP, OPERATION AND MAINTENANCE OF FACILITIES

3.01. Ownership by the City. As construction of each phase of the Facilities is completed and becomes operational, the District shall convey the same to the City, free and clear of all encumbrances.

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

3.03. Rates and Meters. The City shall bill and collect fees from District customers of the water and wastewater system and shall from time to time fix such rates and charges for such customers of the system as the City, in its sole discretion, determines are necessary; provided that the rates and charges for services afforded by the system will be

equal and uniform to those charged other similar classifications of users in the City. All water and wastewater revenues from the District customers shall belong exclusively to the City. The City shall be responsible for providing and installing any necessary meters for the individual customers.

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

ARTICLE IV FINANCING OF FACILITIES

4.01 Authority of District to Issue Bonds. The District shall have the authority to issue, sell and deliver Bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such form and manner and as permitted or provided by federal law and the general laws of the State of Texas.

At least thirty (30) days before the issuance of bonds, except refunding bonds, the District's financial advisor shall certify in writing that bonds are being issued within the existing economic feasibility guidelines established by the TCEQ (if applicable) and whether or not the District bonds have been approved by the TCEQ, if applicable. The report, provided to the City Manager, should also state the following:

- The amount of bonds being proposed for issuance,
- The projects to be funded by such bonds,
- The proposed debt service tax rate after issuance of the bonds.

Within thirty (30) days after the District closes the sale of a series of bonds, the District shall deliver to the City Manager a copy of the final official statement for such series of bonds as well as any additional information requested by the City and provide the City with a complete transcript of bond proceedings within sixty (60) days after the date the bonds are delivered.

4.02 Purpose for Bonds and Use of Bond Proceeds. The District will issue Bonds only for the purpose of purchasing and constructing or otherwise acquiring Facilities or parts thereof, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor within or without the boundaries of the District, and providing for developer

interest and for any necessary capitalized interest and costs of issuance.

4.03 Bond Provisions. The District's Bonds shall expressly provide that the District reserves the right to redeem the Bonds on any interest-payment date subsequent to the tenth anniversary of the date of issuance without premium and will be sold only after the taking of public bid therefore. None of such Bonds, other than refunding Bonds, will be sold for less than 95% of par; provided that the net effective interest rate on Bonds so sold, taking into account any discount or premium as well as the interest rate borne by such Bonds, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such Bonds is given, and that bids for the Bonds will be received not more than forty-five days after notice of sale of the Bonds is given. The Bonds shall not have a maturity of more than twenty-five years and shall not provide for more than twenty-four months of capitalized interest.

4.04. Bonds as Obligation of District. Unless and until the City shall dissolve the District and assume the properties, assets, obligations and liabilities of the District, the Bonds of the District, as to both principal and interest, shall be and remain obligations solely of the District and shall never be deemed or construed to be obligations or indebtedness of the City; the Bonds shall not contain a pledge of any revenues of the Facilities.

4.05. Construction by Third Parties. From time to time, the District may enter into one or more agreements, (hereinafter, "Development Financing Agreement") with landowners or developers of property located within or in the vicinity of the District whereby such landowners or developers will undertake, on behalf of the District, to pre-finance and pre-construct, in one or more phases, all or any portion of the Facilities. Under the terms of each Development Financing Agreement, the landowners or developers will be obligated to finance and construct the Facilities in the manner which would be required by law if such work were being performed by the District. Each Development Financing Agreement will provide for the purchase of the Facilities from the landowners or developers using the proceeds of one or more issues of Bonds, as otherwise permitted by law and the applicable rules, regulations and guidelines of the applicable Approving Bodies.

ARTICLE V DISSOLUTION OF THE DISTRICT

5.01. Dissolution of District Prior to Retirement of Bonded Indebtedness. The City and the District recognize that, as provided in the laws of the State of Texas, the City has the right to dissolve the District and to acquire the District's Assets and assume the

District's Obligations. Notwithstanding the foregoing, the City agrees that it will not dissolve the District until the following conditions have been met:

1. At least 90% of the Facilities to serve all the developable acreage at full development has been constructed. Developable acreage means the total acreage in the District less acreage associated with land uses for roads, utility easements, drainage easements, levee easements, lakes, creeks, rivers, fire facilities, and open space; and
2. The developer of the District has been reimbursed by the District to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligation for such reimbursement of the District under such rules.

Upon dissolution of the District, the City shall acquire the District's Assets and shall assume the District's Obligations. If requested by the District, the City shall afford the District the opportunity to discharge any remaining District's Obligations pursuant to any existing Development Financing Agreements of the District, by either (i) authorizing the District to sell its Bonds before or during a transition period prior to the effective date of dissolution as established by the City, or (ii) pursuant to Local Government Code Section 43.080, as amended, issuing and selling bonds of the City in at least the amount necessary to discharge the District's Obligations, including those under any Development Financing Agreements.

5.02. Transition upon Dissolution. In the event all required findings and procedures for the annexation and dissolution of the District have been duly, properly and finally made and satisfied by the City, and unless otherwise mutually agreed by the City and the District pursuant to then existing law, the District agrees that its officers, agents and representatives shall be directed to cooperate with the City in any and all respects reasonably necessary to facilitate the dissolution of the District and the transfer of the District's Assets to, and the assumption of the District's Obligations by, the City.

ARTICLE VI REMEDIES IN EVENT OF DEFAULT

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

shall be required to pay for the non-breaching party's attorneys fees and court costs.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.01. 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.

7.02. 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.

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

If to the City, to:

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

With a copy to City attorney:

Johnson Petrov LLP
2929 Allen Parkway, Suite 3150

Houston, TX 77019
Attn: Alan P. Petrov

If to the District, to:

Montgomery County Municipal Utility District No. 215
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Annette Stephens

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.

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

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

7.06. 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.

7.07. 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.

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

7.09. 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.

7.10. 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.

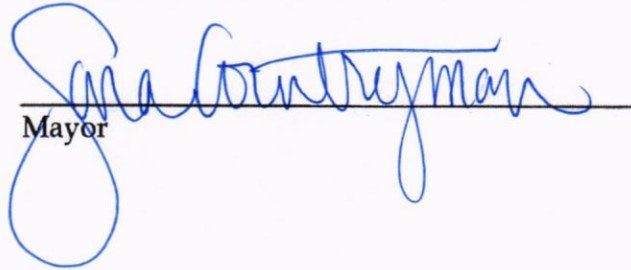
7.11. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

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

[EXECUTION PAGES FOLLOW.]

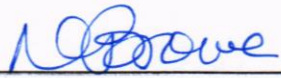
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this 10th day of May 2022.

THE CITY OF MONTGOMERY, TEXAS



Mayor

ATTEST/SEAL:



City Secretary



MONTGOMERY COUNTY MUNICIPAL
UTILITY DISTRICT NO. 215

By: _____
President, Board of Directors

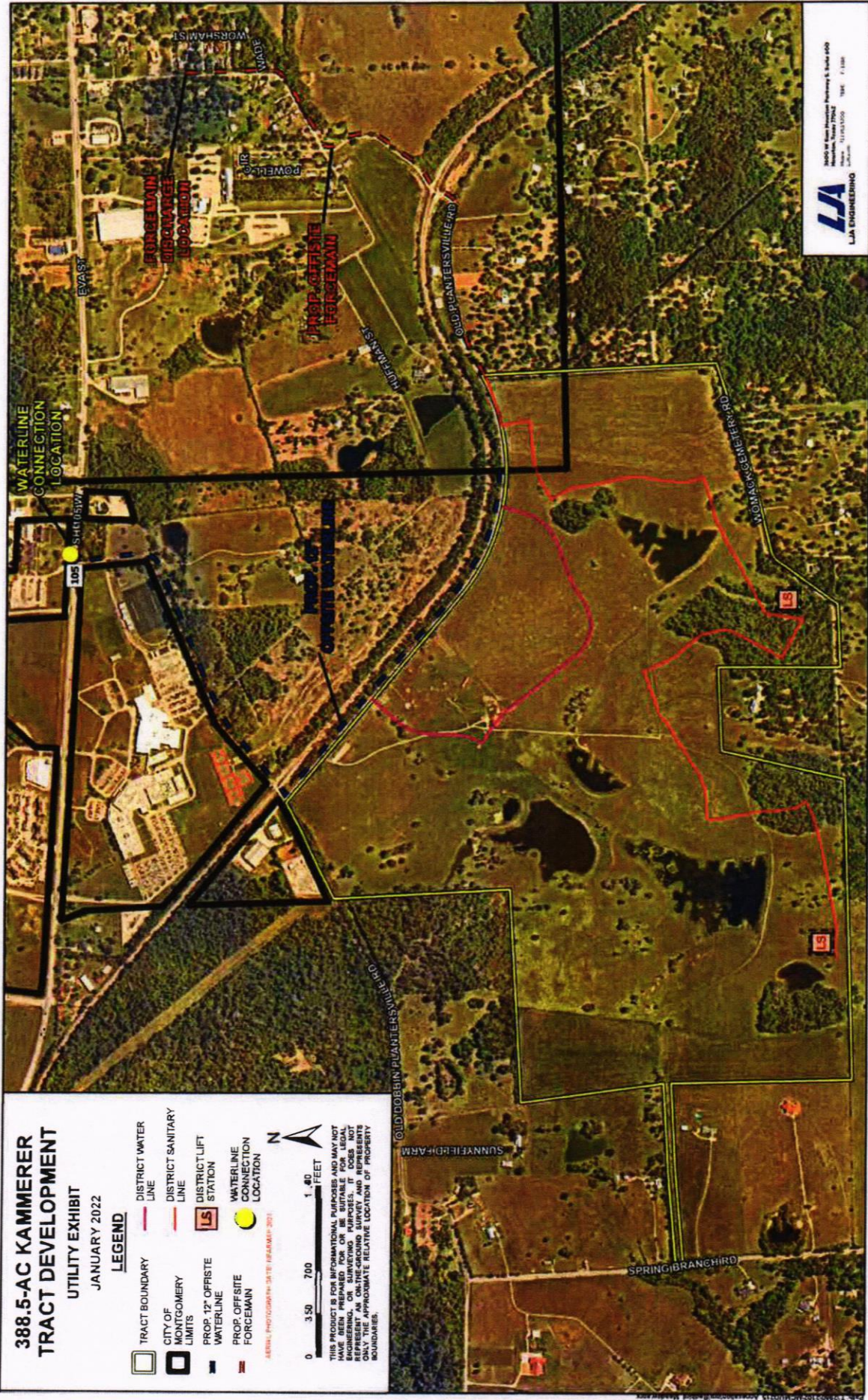
ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

EXHIBIT "C"
UTILITY EXHIBIT

[See attached.]



388.5-AC KAMMERER TRACT DEVELOPMENT UTILITY EXHIBIT
 JANUARY 2022

- LEGEND**
- TRACT BOUNDARY
 - CITY OF MONTGOMERY LIMITS
 - PROP. 12" OFFRISTE WATERLINE
 - PROP. OFFSITE FORCEMAIN
 - DISTRICT WATER LINE
 - DISTRICT SANITARY LINE
 - DISTRICT LIFT STATION
 - WATERLINE CONNECTION LOCATION

0 350 700 1,400 FEET

THIS PRODUCT IS FOR INFORMATIONAL PURPOSES AND HAS NOT BEEN PREPARED FOR OR BE SUITABLE FOR LEGAL ENGINEERING, OR SURVEYING PURPOSES. IT DOES NOT REPRESENT ANY WARRANTY AND REPRESENTS ONLY THE APPROXIMATE RELATIVE LOCATION OF PROPERTY BOUNDARIES.

LJA ENGINEERING
 11115 S. 100th St.
 Suite 100
 Overland Park, KS 66209
 Phone: 913.241.5000 FAX: 913.241.5001
 www.lja-engineering.com

EXHIBIT "D"
PROPOSED MAJOR THOROUGHFARE PLAN

[See attached.]

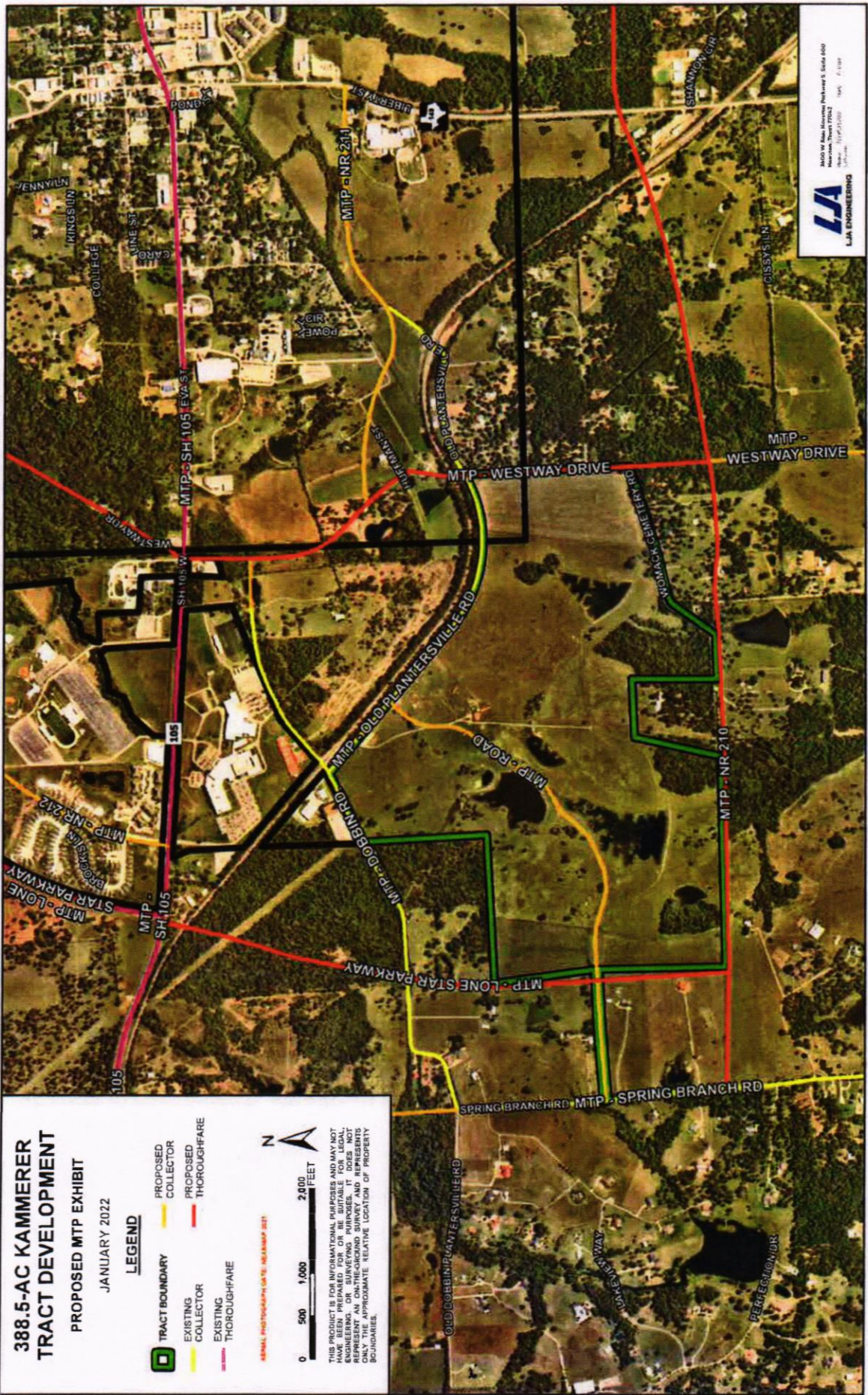




EXHIBIT "E"
ANNEXATION TRACT

[See attached.]

CITY OF MONTGOMERY ANNEXATION (378.2115 AC)

DECEMBER 2021

-  ANNEXATION INSIDE ETJ
(279.30 ACRES)
-  ANNEXATION OUTSIDE ETJ
(98.9115 ACRES)

*THIS DOCUMENT WAS PREPARED UNDER 22 TAC §138.95. DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



AERIAL PHOTOGRAPH DATE: SEANR08 0221

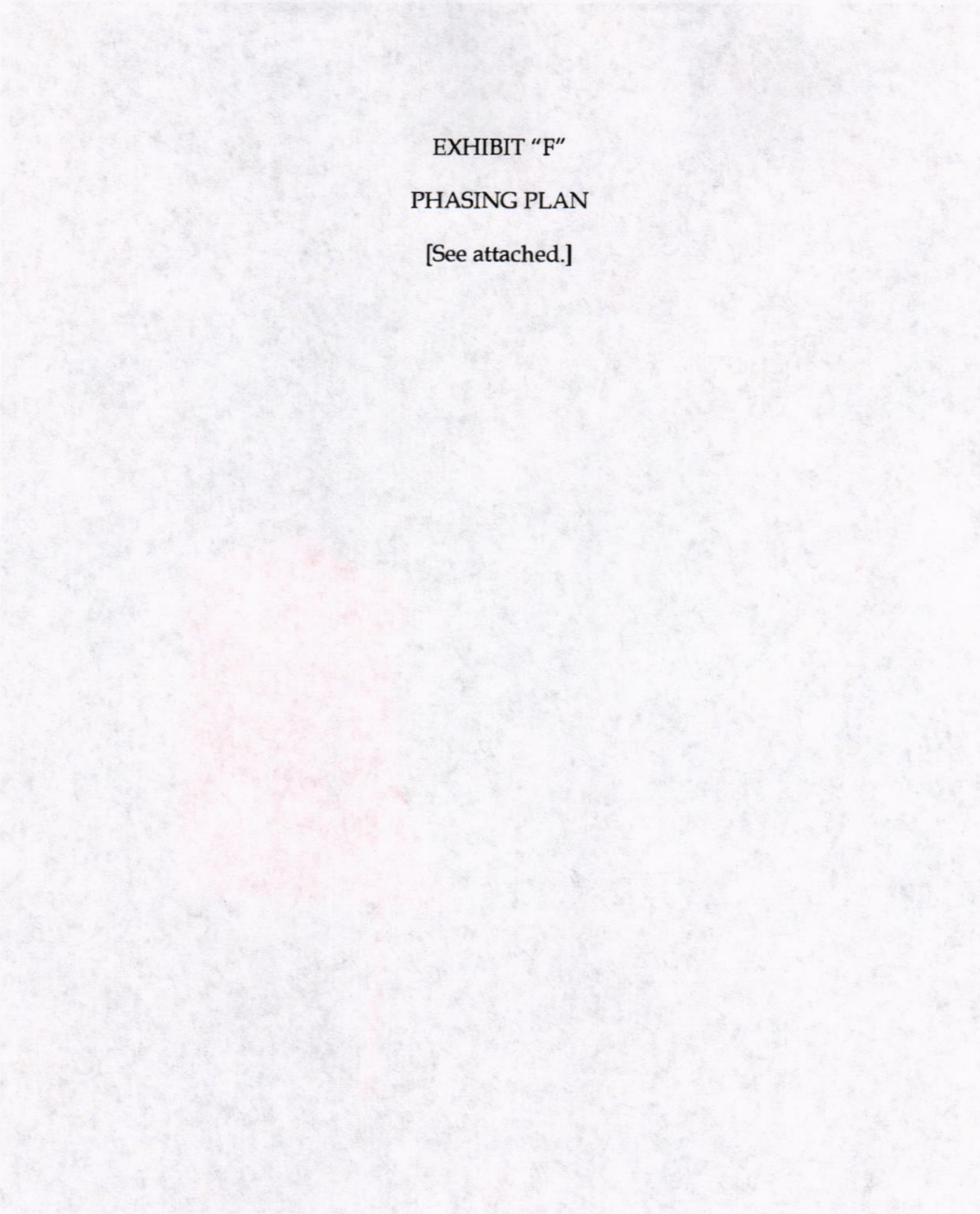
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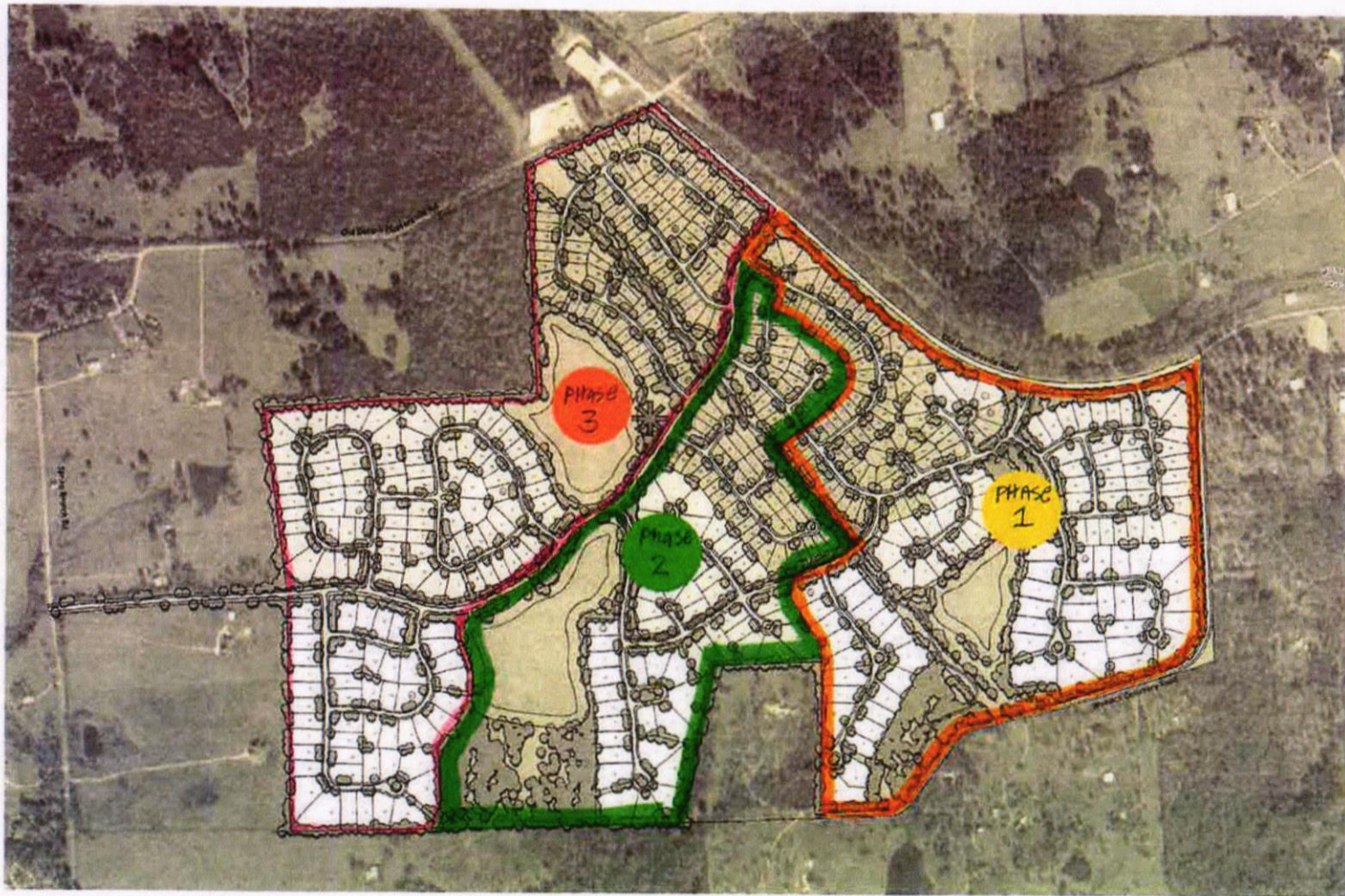
LJA
LJA ENGINEERING

3400 W Sam Houston Parkway S, Suite 500
Houston, Texas 77043
Houston, TX 77043-3300 TEL: 713-220-8200
LJA.com



EXHIBIT "F"
PHASING PLAN
[See attached.]










PHASE 1
Connections/186

PHASE 2
Connections/125

PHASE 3
Connections/244

TOTAL 555
connections

Conceptual Development Plan
REDBIRD MEADOW
 Montgomery County, Texas
 REDBIRD DEVELOPMENT, LLC

 60'X140' - 263 DU 85.5 Ac	 LAKES \ DETENTION 36.3 Ac
 85'X170' - 174 DU 98.5 Ac	 PIPE LINES, MAJOR ROAD ROW, DETENTION, WETLANDS, PARKS, OPEN SPACE, DRAINAGE 80 Ac
 110'X200' - 118 DU 88.2 Ac	

RESIDENTIAL TOTAL 271.7 Ac - 555 DU GRAND TOTAL 388.5

Scale:
 1" = 200'
 1" = 400'
 1" = 800'





August 13, 2024

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

Re: Substantial Completion Inspection
Montgomery Bend Sec. 1
City of Montgomery

Dear Mayor and Council,

Ward, Getz & Associates, PLLC held a final inspection for the referenced project on July 16, 2024 at 1:00pm. The punchlist of deficiencies noted during the inspection have been completed and/or corrected.

The following individuals were in attendance during the inspection:

- | | |
|--|---|
| Julian Garza – Elevation Land Solutions | Austin Gee – Ward, Getz & Associates, PLLC |
| Juan Benavides – Elevation Land Solutions | Akeem Dunmoye – Ward, Getz & Associates, PLLC |
| Juan Vasquez – Elevation Land Solutions | Eric Standifer – City of Montgomery |
| Amanda Gonzalez – Elevation Land Solutions | Clayton Knight – Principal Services |
| Daniela Alldredge – Elevations Land Solutions | Eddie Gazza– Pulte Group |
| Sean Donahue, PE – Ward, Getz & Associates, PLLC | Alan Vazquez – Pulte Group |

Based on the following, we recommend the City of Montgomery officially start the Contractor’s one-year warranty period on August 13, 2024.

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

Sincerely,

Sean Donahue, PE
Construction Department Manager

SD/jmr

Z:\00574(City of Montgomery)\115MontgomeryBend(Pulte Group)\Inspections\Punchlist\Sec.1\FinalInspectionPunchlist Completed.docx

- cc (via email): Ms. Amanda Gonzalez – Elevation Land Solutions, Contractor
 Mr. Gary Palmer – City of Montgomery, City Administrator
 Mr. Alan P. Petrov – Johnson Petrov, LLP, City Attorney
 Mr. Dave McCorquodale – City of Montgomery, Director of Planning & Development
 Mr. Mike Muckleroy – City of Montgomery, Director of Public Works
 Mr. Chris Roznovsky – Ward, Getz & Associates, PLLC, City Engineer



FINAL INSPECTION

Project: Montgomery Bend Sec. 1
 Project Number: 00574-115-00
 Engineer: Ward, Getz & Associates, PLLC
 Contractor: Elevation Land Solutions
 Inspection Date & Time: July 16, 2024 at 1:00 PM

	Punchlist Details	Substantial Completion Inspection	One-Year Warranty
1	Clean culvert/soften slope/relocate sign/establish vegetation both sides of culvert	Completed	N/A
2	Patch/wipe inlets in culvert	Completed	N/A
3	Storm lids to be City of Montgomery	Completed	N/A
4	Remove debris from culvert	Completed	N/A
5	Seal cracks and review at 1 year inspection (typ.)	Completed	N/A
6	Backfill and repair WL at storm MH-10	Completed	N/A
7	Sanitary lids to be City of Montgomery (to be completed before end of 1 year warranty period)	Completed	N/A
8	Remove plug when LS operational	Completed	N/A
9	Repair crack in curb ramp (now included in punchlist item #10)	Completed	N/A
10	Remove & Replace curb ramp	Completed	N/A
11	Seal cracks and review at 1 year inspection (typ.)	Completed	N/A
12	Type III Barricades needed at dead ends	Completed	N/A
13	Remove and replace curb at ramps	Completed	N/A
14	Locate blowoff	Completed	N/A
15	Locate water services (typ.)	Completed	N/A
16	Locate water valves (typ.)	Completed	N/A
17	Locate sanitary leads (typ.)	Completed	N/A
18	Locate water services (typ.)	Completed	N/A
19	Clean/reset/replace meter boxes as needed due to settlement/silt/damage (ensure curb stops are level)(typ.)	Completed	N/A
20	Remove blowoff and connect FM (prior to LS going into operation)	Completed	N/A
21	Clean/sweep streets to remove all debris/dirt/silt (typ.)	Completed	N/A
22	Flood streets to check for birdbaths. Coordinate with WGA to complete. Additional punchlist items may be generated from the results of the inspection	Completed	N/A
23	Lift station to be fully operational prior to Section 1 acceptance into 1 year warranty period	Completed	N/A
24	Street lights to be installed before end of 1 year warranty period	N/A	Incomplete
25	Re-grade reserve in Terra Vista to drain to SET (incl. establishing vegetation)	Completed	N/A
26	Curb cuts/paint at water valves (typ.)	Completed	N/A
27	Curb cuts/paint at sanitary leads (typ.)	Completed	N/A
28	Provide as-built drawings in both PDF and .DWG formats per Sec. 78-130 of the City of Montgomery Code of Ordinances	Completed	N/A
29	Provide Bond per Sec. 78-131 of the City of Montgomery Code of Ordinances	Completed	N/A
30	Provide copies of all testing reports including CMT, Bac-T, etc.	Completed	N/A
31	Per the plans, sidewalks shall be constructed by the developer prior to the city acceptance of the infrastructure at the end of the 1-year warranty period.	N/A	Incomplete

Z:\00574 (City of Montgomery)\115 Montgomery Bend (Pulte Group)\Inspections\Punch List\Sec.1\Final Inspection - Sec 1 Punchlist_2024.08.08 - Copy.xlsx



CERTIFICATE OF SUBSTANTIAL COMPLETION

August 13, 2024

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

Contractor: Ms. Amanda Gonzalez
Elevation Land Solutions
9709 Lakeside Boulevard, Suite 200,
The Woodlands, Texas 77381

Re: Substantial Completion Inspection
Montgomery Bend Sec. 1
City of Montgomery

Dear Mayor and Council,

We have observed the subject project constructed by the CONTRACTOR and find it to be substantially complete in accordance with the approved plans and specifications. The project was periodically observed during construction by our field project representative and project engineers.

We also recommend that the Contractor’s warranty period of one-year begin August 13, 2024.



(Professional Engineer Seal of Approval)

Sincerely,

Sean Donahue, PE
Construction Department Manager

CERTIFICATE OF ACCEPTANCE

August 13, 2024

Ms. Amanda Gonzalez
Elevation Land Solutions
9709 Lakeside Boulevard, Suite 200,
The Woodlands, Texas 77381

Re: Substantial Completion Inspection
Montgomery Bend Sec. 1
City of Montgomery

Dear Ms. Gonzalez,

This is to certify that the City of Montgomery accepts the subject project on the basis of the Certificate of Substantial Completion issued by our Engineers at WGA, PLLC, and understands that a guarantee shall cover a period of one-year beginning, August 13, 2024.

Signature: _____
Mr. Gary Palmer
City of Montgomery, City Administrator

Date Approved: _____

cc: Mr. Dave McCorquodale, RLA, AICP, CPM Director of Planning & Development
Mr. Mike Muckleroy – City of Montgomery, Director of Public Works
Mr. Chris Roznovsky, PE – Ward, Getz, & Associates, PLLC, City Engineer



August 13, 2024

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

Re: Substantial Completion Inspection
Montgomery Bend Lift Station
City of Montgomery

Dear Mayor and Council,

Ward, Getz & Associates, PLLC held a final inspection for the referenced project on July 16, 2024 at 2:00pm. The punchlist of deficiencies noted during the inspection have been completed and/or corrected.

The following individuals were in attendance during the inspection:

- | | |
|--|---|
| Julian Garza – Elevation Land Solutions | Austin Gee – Ward, Getz & Associates, PLLC |
| Juan Benavides – Elevation Land Solutions | Akeem Dunmoye – Ward, Getz & Associates, PLLC |
| Juan Vasquez – Elevation Land Solutions | Eric Standifer – City of Montgomery |
| Amanda Gonzalez – Elevation Land Solutions | Clayton Knight – Principal Services |
| Daniela Alldredge – Elevations Land Solutions | Eddie Gazza– Pulte Group |
| Sean Donahue, PE – Ward, Getz & Associates, PLLC | Alan Vazquez – Pulte Group |

Based on the following, we recommend the City of Montgomery officially start the Contractor’s one-year warranty period on August 13, 2024.

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

Sincerely,

Sean Donahue, PE
Construction Department Manager

SD/jmr

Z:\00574 (City of Montgomery)\115 Montgomery Bend (Pulte Group)\Inspections\Punch List\Lift Station\Final Inspection Letter - Lift Station Punchlist Completed.docx

- cc (via email): Ms. Amanda Gonzalez – Elevation Land Solutions, Contractor
 Mr. Gary Palmer – City of Montgomery, City Administrator
 Mr. Alan P. Petrov – Johnson Petrov, LLP, City Attorney
 Mr. Dave McCorquodale – City of Montgomery, Director of Planning & Development
 Mr. Mike Muckleroy – City of Montgomery, Director of Public Works
 Mr. Chris Roznovsky – Ward, Getz & Associates, PLLC, City Engineer



FINAL INSPECTION

Project: Montgomery Bend Lift Station
 Project Number: 00574-115-00
 Engineer: Ward, Getz & Associates, PLLC
 Contractor: Elevation Land Solutions
 Inspection Date & Time: July 16, 2024 at 2:00 PM

	Punchlist Details	Substantial Completion Inspection	One-Year Warranty
1	Missing hose/nozzle (per detail on sheet 8)	Completed	N/A
2	Install gravel on non-concrete areas within LS fence	Completed	N/A
3	Install rain/sun shield (per detail sheet on 6)	Incomplete	N/A
4	Provide O&M manuals to City of Montgomery	Completed	N/A
5	LS cannot be put into operation until FM in Montgomery Bend Sec 1 is confirmed to be connected and tested	Completed	N/A
6	Conduct generator startup/commissioning once natural gas service is delivered to Montgomery Bend development	Incomplete	N/A
7	Provide as-built drawings in both PDF and .DWG formats per Sec. 78-130 of the City of Montgomery Code of Ordinances	Completed	N/A
8	Provide Bond per Sec. 78-131 of the City of Montgomery Code of Ordinances	Completed	N/A
9	Provide copies of all testing reports including CMT, Bac-T, etc.	Completed	N/A

Z:\00574 (City of Montgomery)\115 Montgomery Bend (Pulte Group)\Inspections\Punch List\Lift Station\Final Inspection - Punch List - AKEEM.xlsx



CERTIFICATE OF SUBSTANTIAL COMPLETION

August 13, 2024

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

Contractor: Ms. Amanda Gonzalez
Elevation Land Solutions
9709 Lakeside Boulevard, Suite 200,
The Woodlands, Texas 77381

Re: Substantial Completion Inspection
Montgomery Bend Lift Station
City of Montgomery

Dear Mayor and Council,

We have observed the subject project constructed by the CONTRACTOR and find it to be substantially complete in accordance with the approved plans and specifications. The project was periodically observed during construction by our field project representative and project engineers.

Please note, the lift station generator is not accepted at this time. Once a fuel supply allows for a startup/commissioning, a separate acceptance letter will be issued for this equipment.

We also recommend that the Contractor’s warranty period of one-year begin August 13, 2024.



(Professional Engineer Seal of Approval)

Sincerely,

Sean Donahue, PE
Construction Department Manager

Z:\00574 (City of Montgomery)\115 Montgomery Bend (Pulte Group)\Inspections\Punch List\Lift Station\COSC & COA - City of Montgomery.docx

CERTIFICATE OF ACCEPTANCE

August 13, 2024

Ms. Amanda Gonzalez
Elevation Land Solutions
9709 Lakeside Boulevard, Suite 200,
The Woodlands, Texas 77381

Re: Substantial Completion Inspection
Montgomery Bend Lift Station
City of Montgomery

Dear Ms. Gonzalez,

This is to certify that the City of Montgomery accepts the subject project on the basis of the Certificate of Substantial Completion issued by our Engineers at WGA, PLLC, and understands that a guarantee shall cover a period of one-year beginning, August 13, 2024.

Please note, the lift station generator is not accepted at this time. Once a fuel supply allows for a startup/commissioning, a separate acceptance letter will be issued for this equipment.

Signature: _____
Mr. Gary Palmer
City of Montgomery, City Administrator

Date Approved: _____

cc: Mr. Dave McCorquodale, RLA, AICP, CPM Director of Planning & Development
Mr. Mike Muckleroy – City of Montgomery, Director of Public Works
Mr. Chris Roznovsky, PE – Ward, Getz, & Associates, PLLC, City Engineer

Montgomery City Council
AGENDA REPORT

Meeting Date: August 13, 2024	Fiscal Impact: NA
Department: Administration	Prepared By: G. Palmer

Subject

Consideration of approving the Montgomery County Emergency Communication District Budget for FY2025

Recommendation

Approve the Budget As Proposed

Discussion

The District’s budget requires approval from the majority of the governing bodies within the District.

Approved By

City Administrator	Gary Palmer	Date: August 7, 2024

RESOLUTION APPROVING THE MONTGOMERY COUNTY
EMERGENCY COMMUNICATION DISTRICT BUDGET FOR
FISCAL YEAR 2025

WHEREAS, on June 27, 2024, the Board of Managers of the Montgomery County Emergency Communication District (MCECD) adopted a proposed budget for the fiscal year that begins on October 1, 2024; and

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

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

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

WHEREAS, the budget is satisfactory as submitted;

NOW, THEREFORE, BE IT RESOLVED BY THE _____
(Governing Body of the Participating Jurisdiction) that the Montgomery County Emergency Communication District’s Budget for Fiscal Year 2025 is approved.

Passed and approved this _____ day of _____, 2024.

Title: _____

ATTEST: _____

Name: _____

Title: _____



Montgomery County Emergency Communication District

July 1, 2024

Mayor Byron Sanford
City of Montgomery
101 Old Plantersville Road
Montgomery, TX 77356

Dear Mayor Sanford:

The Montgomery County Emergency Communication District (MCECD) hereby submits a proposed budget in accordance with the Emergency Telephone Act of the Texas Health and Safety Code, Section 772.309. The budget was approved by the MCECD Board of Managers on June 27, 2024, for the fiscal year that begins on October 1st.

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

We request the opportunity to present MCECD's budget to your governing body in person so we can share information about our current operations and future plans. Please contact Terri Gill at 936 523-5911 or tgill@mc911.org with the date and time of the meeting at which the District's budget will be considered. Additional budget details are available upon request.

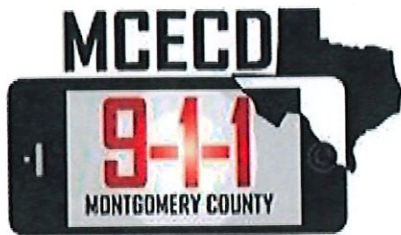
I appreciate your continued support of the 9-1-1 system and your prompt attention to this matter.

Respectfully,

A handwritten signature in blue ink, appearing to read "Chip VanSteenberg", is written over a light blue horizontal line.

Chip VanSteenberg
Executive Director

CC: City Secretary
Enclosures



MEMORANDUM

TO: County and City Officials

FROM: Chip VanSteenberg, Executive Director

DATE: July 1, 2024

SUBJECT: MCECD Proposed Budget for Fiscal Year 2025

The Board of Managers for Montgomery County Emergency Communication District (MCECD) proposes the attached budget for Fiscal Year 2025 which begins on October 1, 2024. This memo provides information about MCECD and the proposed budget.

MCECD INFORMATION

The Montgomery County Emergency Communication District (MCECD) is a special purpose district authorized and created under Chapter 772 of the State of Texas Health and Safety Code. MCECD is governed by a Board of Managers consisting of two members appointed by the Montgomery County Commissioner's Court, two members elected by the cities within the county, and one member elected by the fire departments that operate in the county. The principal provider of telephone service in the county appoints a non-voting member to the board.

MCECD responsibilities are to:

- Provide and maintain the hardware, software and data network for a county-wide 9-1-1 system consisting of five public safety answering points (PSAPs) and a back-up facility at the county's Emergency Operations Center.
- Provide financial support to the two primary PSAPs which answer all 9-1-1 calls and route them to the appropriate agency depending upon location and the nature of the emergency.
- Maintain a Geographic Information System (GIS) and a comprehensive database of street center lines, street names, address ranges, service boundaries and other critical information.

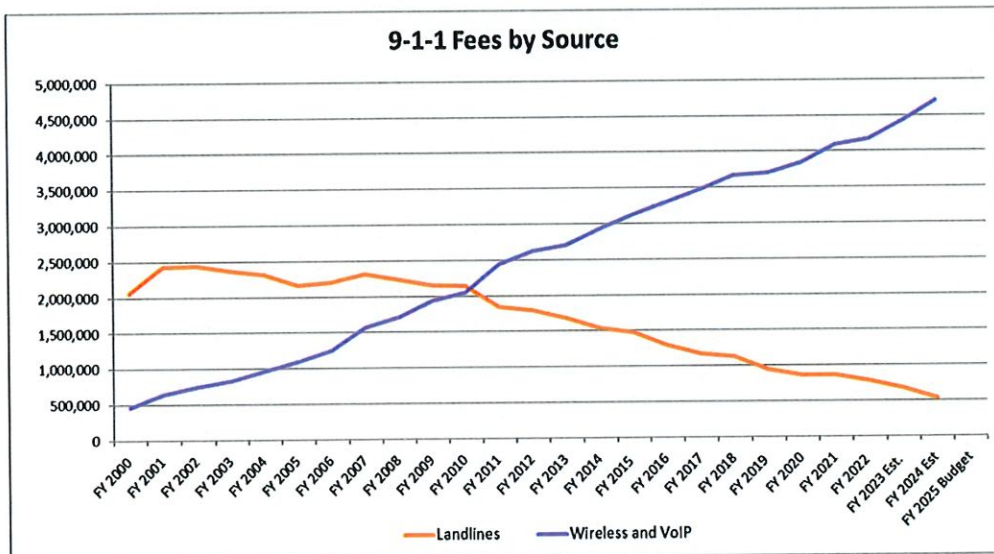
- Serve as the official addressor for the entire county
- Provide an early warning communication service
- Conduct public education on when and how to use the 9-1-1 system
- Assist PSAPs in training call-takers and dispatchers in the use of the 9-1-1 system

PROPOSED BUDGET - REVENUE

MCECD is funded primarily by fees assessed on telephone service; the amount of the fee varies by the type of service. Mobile phone customers who sign a contract for monthly service are assessed a fee of \$0.50 per month, per phone. Pre-paid wireless plans are charged a 9-1-1 fee equal to 2% of the retail price for airtime. The wireless fees are collected by the service providers and paid directly to the State of Texas. The state then remits a proportional share of the revenue to emergency communication districts based on population.

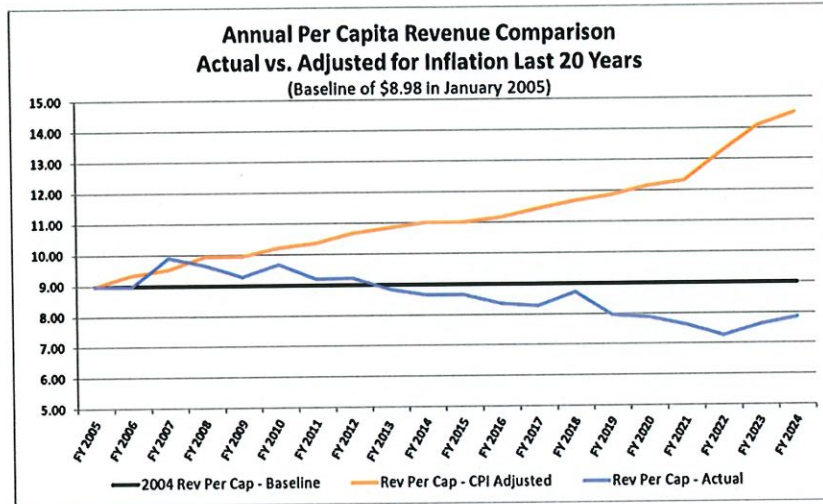
The fee for local exchange access lines (commonly known as land lines) and for Voice over Internet Protocol (VoIP) customers is 6% of the regulated charge rate. The amount of the fee ranges from \$0.62 to \$1.66 per month for residential service. For business customers, the monthly fee starts at \$1.29 and goes up to \$2.23. Landline and VoIP fees paid by Montgomery County customers are remitted directly to MCECD.

Long-term trends indicate customers are replacing land lines with wireless phones and VoIP service. Revenue from wireless and VoIP service is on the rise while land line revenue is rapidly declining, as demonstrated here:



MCECD strives to provide reliable and innovative 9-1-1 service at the best possible value for our citizens. Due to rapid population growth, total revenue has grown enough for service delivery to match our high expectations. But MCECD operates at a lower

revenue amount per capita than it did 20 years ago in both real and adjusted terms. MCECD collected \$8.98 in 9-1-1 fees per person in 2005. That amount has dropped to \$7.85, a decrease of \$1.13. If adjusted for inflation, the 2005 amount equals \$14.52 in today's dollars. Therefore, MCECD is providing 9-1-1 service for 46% less than it did in 2005.



MCECD expects to collect \$6,036,900 of revenue in FY 2025 which is 1.0% **more** than the budget for the current year. The increase is primarily due to rising revenue from 9-1-1 fees from wireless phones. The increase is offset significantly by a reduction in grant funds from the State of Texas for implementing Next Generation 9-1-1 (NG911). This is the third year of the three-year grant project.

Due to conservative budgeting practices and prudent spending policies, the district is adequately funded and maintains adequate reserve balances for operations and capital purchases.

PROPOSED BUDGET - OPERATING EXPENDITURES

The proposed budget for expenses is \$5,936,600 which is 0.7% **below** the budget for FY 2024. MCECD's operating budget is broken into three major line expenditure categories – Cost of Services, Personnel Costs, and General & Administrative Costs.

Cost of Services is the largest category accounting for 60% of all expenditures and is increased by 1.5% in this budget. The increase is partially due to a full year of operating costs for NG9-1-1. Also, the single largest line item is in this section of the budget, which is \$2,132,400 to pay contracts with the Montgomery County Sheriff's Office (MCSO) and the Conroe Police Department (CPD) to answer all 9-1-1 calls. MCECD reimburses these two agencies for the salary and benefits of 27 telecommunicators combined.

Another significant line item in the Cost of Services category is "Service Enhancements." Expenditures in this category include emergency alerting, Smart 9-1-1 safety profiles, and foreign language translation services.

Other major expenses in the Cost of Services category are:

- \$201,300 for data and phone lines necessary to route 9-1-1 callers to the connect emergency call center and interconnect the county's emergency call centers, and
- \$199,400 in certificate pay to incentivize professional development for 9-1-1 telecommunicators.

The second category of operating expenditures is Personnel Costs. The district employs 11 full-time staff members for technical support, addressing, mapping, public education, database management, training, and administration. There are no changes proposed with staffing. The personnel budget is 2.8% higher than the current year budget due to schedule raises and higher benefit costs.

The final and smallest category of operating expenditures is General & Administrative Costs. This proposed budget for this category is 23.3% below the budget for the current year. The decrease is mainly due to reductions in software licensing fees and consulting services.

PROPOSED BUDGET – CAPITAL EXPENSES

Besides operating expenditures, MCECD also budgets for capital and other non-operating outlays. The capital budget includes \$250,000 to for maintenance to the call-handling system and to replace routers at the district's microwave radio sites. Another \$300,000 is set aside for grants to emergency call centers and projects that improve interoperability among the call centers.

The district purchased 11 acres in December 2021 to develop a regional emergency communication center and multi-agency data center. The budget includes \$1,300,000 to cover pre-development and/or design expenses for the property. The total budget for capital expenses is \$1,850,000.

ADDITIONAL DATA AVAILABLE UPON REQUEST

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

Capital Improvement Plan FY 2025 - FY 2029

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
Beg. Balance - Capital Imp. Fund	5,000,000	3,150,000	923,000	671,000	433,000	
Capital Plan Summary						
Technology	250,000	1,862,000	-	-	265,000	2,377,000
PSAP Improvement Program	300,000	300,000	200,000	200,000	150,000	1,150,000
Facilities	1,300,000	65,000	-	-	-	1,365,000
Vehicles	-	-	52,000	38,000	-	90,000
Capital Plan Grand Total	1,850,000	2,227,000	252,000	238,000	415,000	4,982,000

Ending Balance - Capital Imp. Fund

3,150,000	923,000	671,000	433,000	18,000
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Capital Improvement Plan FY 2025 - FY 2029

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
Technology						
9-1-1 Call Handling License and Support	170,000	1,850,000	-	-	250,000	2,270,000
Microwave data network improvements	80,000	-	-	-	-	80,000
GIS Workstation Replacements	-	12,000	-	-	15,000	27,000
Subtotal for Technology	250,000	1,862,000	-	-	265,000	2,377,000
Partnerships						
PSAP Improvement Participation Grants	150,000	150,000	100,000	100,000	75,000	575,000
Interoperability and System-wide Improvements	150,000	150,000	100,000	100,000	75,000	575,000
Subtotal for Partnerships	300,000	300,000	200,000	200,000	150,000	1,150,000
Facilities						
Replace HVAC units	-	65,000	-	-	-	65,000
The Grove - planning, grading/pre-development	1,300,000	-	-	-	-	1,300,000
Subtotal for Facilities	1,300,000	65,000	-	-	-	1,365,000
Vehicles						
Replace pick-up truck	-	-	52,000	-	-	52,000
Replace SUV	-	-	-	38,000	-	38,000
Subtotal for Vehicles	-	-	52,000	38,000	-	90,000
Grand Total - All Categories	1,850,000	2,227,000	252,000	238,000	415,000	4,982,000



Montgomery County Emergency Communication District Proposed Budget for Fiscal Year 2025

OPERATING REVENUES & EXPENSES	FY 2024 Budget	FY 2025 Budget
REVENUES		
9-1-1 Fees - Landlines	\$ 656,700	\$ 462,300
9-1-1 Fees: Wireless	3,288,600	3,718,400
9-1-1 Fees: VoIP	1,002,600	969,000
Interest Earned	149,600	244,000
Other Income	1,500	2,000
NG911 Grant Program	880,000	641,200
Total Revenues	\$ 5,979,000	\$ 6,036,900
OPERATING EXPENSES		
Cost of Services	\$ 3,517,400	\$ 3,568,800
Personnel Costs	\$ 1,845,500	\$ 1,897,200
General & Administrative Costs	\$ 613,800	\$ 470,600
Total Expenditures	\$ 5,976,700	\$ 5,936,600
Surplus of Revenues over Expenditures	\$ 2,300	\$ 100,300
Emergency Allocation for Repairs and Replacements	\$ 350,000	\$ 350,000
CAPITAL OUTLAY & PSAP IMPROVEMENT GRANTS	FY 2024 Budget	FY 2025 Budget
Estimated Project Costs		
Technology	\$ 815,000	\$ 250,000
PSAP Improvement Grants	500,000	300,000
Facilities	2,120,000	1,300,000
Vehicles	-	-
Total Estimated Project Costs	\$ 3,435,000	\$ 1,850,000

Proposed - 6/25/24



Montgomery County Emergency Communication District Proposed Budget for Fiscal Year 2025

Cash Flow Estimate

Operating Funds

Estimated Cash Balance on 10/1/2024	\$ 10,636,300
Surplus of Revenues over Expenditures (FY25)	100,300
Net Funds Available	10,736,600

Restricted Reserves

Operating Reserve (2 months of expenses)	991,500
Emergency Allocation for Repairs and Replacements	350,000
NG9-1-1 Allocation from Broadband Infrastructure Fund	3,606,300
Pension and OPEB Deferrals	278,000
<u>Capital Reserve</u>	<u>5,000,000</u>
Total for Restricted Reserves	10,225,800
Unencumbered Reserves (est. on 9/30/2025)	\$ 510,800

Capital Outlay & PSAP Improvement Grants

Capital Reserve	5,000,000
Capital Outlay & PSAP Improvement Grant Budget	1,850,000
Estimated Capital Reserve on 9/30/2025	\$ 3,150,000

Proposed - 6/25/24



Montgomery County Emergency Communications District Proposed Budget for FY 2025

(Line item details are included for reference only)

	FY 2022	FY 2023	FY 2024 Budget	FY 2024 Estimate	Variance (est.)	FY 2025 Budget	Increase (Decrease)	Inc (Dec)
REVENUES								
911 Fees - Landline/Primary	617,989	538,355	513,300	406,000	(107,300)	344,100	(169,200)	-33.0%
911 Fees - Landline/Resellers	161,411	145,263	143,400	128,400	(15,000)	118,200	(25,200)	-17.6%
911 Fees - Wireless/Contract	2,882,977	3,176,896	3,013,200	3,436,200	423,000	3,432,000	418,800	13.9%
911 Fee - Wireless/Prepaid	314,025	299,090	275,400	300,600	25,200	286,400	11,000	4.0%
911 Fees - VoIP	996,634	976,784	1,002,600	966,500	(36,100)	969,000	(33,600)	-3.4%
Interest Earned	91,011	158,358	149,600	178,600	29,000	244,000	94,400	63.1%
Misc. Income	2,570	623	1,500	166,800	165,300	2,000	500	33.3%
NG911 Grant Program	-	500,359	880,000	610,800	(269,200)	641,200	(238,800)	-27.1%
State Funding	-	-	-	3,606,300	3,606,300	-	-	-
Total Revenues	5,066,617	5,795,729	5,979,000	9,800,200	3,821,200	6,036,900	57,900	1.0%

OPERATING EXPENSES

Cost of Services	2,542,680	2,977,071	3,517,400	3,219,800	(297,600)	3,568,800	51,400	1.5%
Personnel Costs	1,539,471	1,698,939	1,845,500	1,739,100	(106,400)	1,897,200	51,700	2.8%
General & Administrative Costs	451,739	433,816	613,800	401,200	(212,600)	470,600	(143,200)	-23.3%
Total Expenditures	4,533,890	5,109,826	5,976,700	5,360,100	(616,600)	5,936,600	(40,100)	-0.7%

SUMMARY

Revenues	5,066,617	5,795,729	5,979,000	9,800,200	3,821,200	6,036,900	57,900	1.0%
Operating Expenses	4,533,890	5,109,826	5,976,700	5,360,100	(616,600)	5,936,600	(40,100)	-0.7%
Surplus/(Deficit)	532,727	685,903	2,300	4,440,100	4,437,800	100,300	98,000	



Montgomery County Emergency Communications District Proposed Budget for FY 2025

	FY 2022	FY 2023	FY 2024 Budget	FY 2024 Estimate	Variance (est.)	FY 2025 Budget	Increase (Decrease)	Inc (Dec)
	206,792	236,829	763,500	436,600	(326,900)	785,700	22,200	2.9%
	63,936	67,313	91,800	77,500	(14,300)	75,600	(16,200)	-17.6%
	55,985	52,313	50,700	52,900	2,200	51,600	900	1.8%
Communications Subtotal	326,713	356,455	906,000	567,000	(339,000)	912,900	6,900	0.8%
Education								
Conferences and Seminars	4,516	8,990	11,400	10,600	(800)	11,400	-	0.0%
Travel Expenses	24,602	26,002	38,400	30,500	(7,900)	34,800	(3,600)	-9.4%
Tuition Reimbursement	-	-	600	-	(600)	600	-	0.0%
Education Subtotal	29,118	34,992	50,400	41,100	(9,300)	46,800	(3,600)	-7.1%
Service Delivery								
Call-taking Contracts	1,828,199	2,070,912	2,076,700	2,073,400	(3,300)	2,132,400	55,700	2.7%
Certificate Pay Reimbursements	175,046	195,757	189,600	196,900	7,300	199,400	9,800	5.2%
Service Enhancements	170,873	305,959	201,800	281,500	79,700	201,800	-	0.0%
Network and System Monitoring	-	12,996	80,000	59,900	(20,100)	75,500	(4,500)	-5.6%
Other Services	12,730	-	12,900	-	(12,900)	-	(12,900)	-100.0%
Service Delivery Subtotal	2,186,849	2,585,624	2,561,000	2,611,700	50,700	2,609,100	48,100	1.9%
TOTAL - COST OF SERVICES	2,542,680	2,977,071	3,517,400	3,219,800	(297,600)	3,568,800	51,400	1.5%

Operating Expenses Line Item Detail

COST OF SERVICES

Communication

- 9-1-1 Trunks & Exchanges
- 9-1-1 Fiber & Data Connections
- Operational Telephone & Data
- Communications Subtotal**

Education

- Conferences and Seminars
- Travel Expenses
- Tuition Reimbursement
- Education Subtotal**

Service Delivery

- Call-taking Contracts
- Certificate Pay Reimbursements
- Service Enhancements
- Network and System Monitoring
- Other Services
- Service Delivery Subtotal**

TOTAL - COST OF SERVICES



Montgomery County Emergency Communications District Proposed Budget for FY 2025

	FY 2022	FY 2023	FY 2024 Budget	FY 2024 Estimate	Variance (est.)	FY 2025 Budget	Increase (Decrease)	Inc (Dec)
PERSONNEL COSTS								
Wages & Salary								
Regular	854,339	937,473	1,051,600	987,500	(64,100)	1,099,800	48,200	4.6%
Leave Time	128,351	143,094	143,000	142,800	(200)	149,400	6,400	4.5%
Allowances	21,954	22,794	27,600	22,800	(4,800)	27,600	-	0.0%
Longevity	4,212	4,644	5,100	5,100	-	5,500	400	7.8%
Overtime	8,082	6,477	7,600	9,200	1,600	11,800	4,200	55.3%
Wages and Salary Subtotal	1,016,937	1,114,482	1,234,900	1,167,400	(67,500)	1,294,100	59,200	4.8%
Employment Taxes								
Social Security	58,145	62,841	76,900	68,500	(8,400)	80,700	3,800	4.9%
Medicare	13,762	15,082	18,300	16,200	(2,100)	19,500	1,200	6.6%
Unemployment Insurance	93	93	300	1,500	1,200	1,800	1,500	500.0%
Employment Taxes Subtotal	71,999	78,016	95,500	86,200	(9,300)	102,000	6,500	6.8%
Benefits								
Retirement	237,647	301,980	261,200	233,000	(28,200)	234,000	(27,200)	-10.4%
Group Insurance	202,206	193,487	236,400	238,000	1,600	249,600	13,200	5.6%
Supplemental Insurance	7,590	7,220	13,500	10,700	(2,800)	13,500	-	0.0%
Workers Compensation	3,093	3,753	4,000	3,800	(200)	4,000	-	0.0%
Benefits Subtotal	450,535	506,441	515,100	485,500	(29,600)	501,100	(14,000)	-2.7%
TOTAL - PERSONNEL COSTS	1,539,471	1,698,939	1,845,500	1,739,100	(106,400)	1,897,200	51,700	2.8%



Montgomery County Emergency Communications District Proposed Budget for FY 2025

	FY 2022	FY 2023	FY 2024 Budget	FY 2024 Estimate	Variance (est.)	FY 2025 Budget	Increase (Decrease)	Inc (Dec)
GENERAL & ADMINISTRATIVE COSTS								
Supplies								
Office Supplies	1,699	2,575	3,300	2,900	(400)	3,000	(300)	-9.1%
Computers & Electronics	5,194	2,024	8,900	6,900	(2,000)	-	(8,900)	-100.0%
Small Equipment	1,572	2,098	3,000	1,600	(1,400)	10,800	7,800	260.0%
Operating Supplies	30,010	39,674	36,000	35,500	(500)	37,800	1,800	5.0%
Business Meetings	14,870	15,566	16,200	16,000	(200)	17,600	1,400	8.6%
Supplies Subtotal	53,345	61,937	67,400	62,900	(4,500)	69,200	1,800	2.7%
Contract Services								
Professional Fees	44,527	48,169	56,300	50,900	(5,400)	56,300	-	0.0%
Maintenance	46,280	48,386	60,300	54,900	(5,400)	55,800	(4,500)	-7.5%
General Consulting	92,512	44,807	96,000	10,200	(85,800)	30,000	(66,000)	-68.8%
Bank Fees	962	884	-	500	500	-	-	0.0%
Property Insurance	34,303	41,137	42,000	45,200	3,200	49,500	7,500	17.9%
Software & Licensing	86,779	94,261	160,300	71,100	(89,200)	101,600	(58,700)	-36.6%
Printing	186	1,229	2,400	1,600	(800)	1,800	(600)	-25.0%
Equipment Leasing	6,223	5,857	5,900	5,900	-	5,900	-	0.0%
Postage	906	666	1,000	800	(200)	900	(100)	-10.0%
Advertisements	26,600	19,425	54,000	29,800	(24,200)	30,000	(24,000)	-44.4%
Legal Notices	-	1,201	300	1,800	1,500	-	(300)	-100.0%
Dues & Subscriptions	4,268	4,335	4,600	4,200	(400)	4,600	-	0.0%
Waste Disposal	4,340	5,173	4,800	5,200	400	5,700	900	18.8%
Misc Fees	70	20	300	200	(100)	200	(100)	-33.3%
Contract Services Subtotal	347,956	315,550	488,200	282,300	(205,900)	342,300	(145,900)	-29.9%



Montgomery County Emergency Communications District Proposed Budget for FY 2025

	FY 2022	FY 2023	FY 2024 Budget	FY 2024 Estimate	Variance (est.)	FY 2025 Budget	Increase (Decrease)	Inc (Dec)
Transportation								
Fuel	1,901	1,269	2,400	1,700	(700)	2,000	(400)	-16.7%
Vehicle Maint. & Inspections	261	3,450	1,800	1,200	(600)	1,800	-	0.0%
Mileage Reimbursement	289	460	900	800	(100)	900	-	0.0%
Insurance (auto)	1,905	1,891	2,100	2,300	200	2,500	400	19.0%
Transportation Subtotal	4,357	7,070	7,200	6,000	(1,200)	7,200	-	0.0%
Utilities								
Water & Sewer	3,165	4,102	3,800	4,600	800	4,600	800	21.1%
Natural Gas	405	454	600	700	100	700	100	16.7%
Electricity	42,511	44,704	46,600	44,700	(1,900)	46,600	-	0.0%
Utilities Subtotal	46,080	49,260	51,000	50,000	(1,000)	51,900	900	1.8%
TOTAL - GENERAL & ADMIN COSTS	451,739	433,816	613,800	401,200	(212,600)	470,600	(143,200)	-23.3%
TOTAL - OPERATING EXPENSES	4,533,890	5,109,826	5,976,700	5,360,100	(616,600)	5,936,600	(40,100)	-0.7%
<hr/>								
CAPITAL OUTLAY & PSAP IMPROVEMENT GRANTS								
Technology	58,377	195,825	815,000	806,000	(9,000)	250,000	(565,000)	-69.3%
Interoperability Projects	107,170	150,227	500,000	286,300	(213,700)	300,000	(200,000)	-40.0%
Facilities	1,073	-	2,120,000	1,932,000	(188,000)	1,300,000	(820,000)	-
Vehicles	-	-	-	-	-	-	-	-
TOTAL - CAPITAL OUTLAY & PSAP IMP. GRANTS	166,620	346,052	3,435,000	3,024,300	(410,700)	1,850,000	(1,585,000)	-46.1%

RESOLUTION APPROVING THE MONTGOMERY COUNTY
EMERGENCY COMMUNICATION DISTRICT BUDGET FOR
FISCAL YEAR 2025

WHEREAS, on June 27, 2024, the Board of Managers of the Montgomery County Emergency Communication District (MCECD) adopted a proposed budget for the fiscal year that begins on October 1, 2024; and

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

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

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

WHEREAS, the budget is satisfactory as submitted;

NOW, THEREFORE, BE IT RESOLVED BY THE _____
(Governing Body of the Participating Jurisdiction) that the Montgomery County Emergency Communication District’s Budget for Fiscal Year 2025 is approved.

Passed and approved this _____ day of _____, 2024.

Title: _____

ATTEST: _____

Name: _____

Title: _____

Montgomery City Council
AGENDA REPORT

Meeting Date: August 13, 2024	Budgeted Amount: n/a
Department: Administration	Prepared By: Maryann Carl

Subject

Consideration and possible action to adopt a Resolution approving the Bank Depository Agreement between the City of Montgomery and First Financial Bank

Discussion

During the meeting July 23, 2024, Council approved the proposal from First Financial Bank as the City’s primary depository bank. The attached agreement is for a three (3) year term from August 1, 2024, through July 31, 2027, with the option to extend in one (1) year increments for a maximum of two (2) years.

Approved By

Finance Director	Maryann Carl	Date: 8/8/2024
City Administrator	Gary Palmer	Date: 8/8/2024

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS DESIGNATING FIRST FINANCIAL BANK AS THE CITY'S DEPOSITORY BANK AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A BANK DEPOSITORY AGREEMENT AND ANY OTHER NECESSARY DOCUMENTATION WITH FIRST FINANCIAL BANK FOR DEPOSITORY BANKING SERVICES.

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

Section 1. That First Financial Bank is hereby designated as the Depository Bank for the City of Montgomery, Texas.

Section 2. That the City Administrator of the City of Montgomery, Texas, is hereby authorized to execute, for and on behalf of the City of Montgomery, Texas, a Bank Depository Agreement, in a form as attached hereto and marked Exhibit "A," and any other necessary documentation with First Financial Bank for depository banking services.

Section 3. That this Resolution is incorporated into and made a part of the Agreement.

PASSED AND APPROVED BY THE CITY COUNCIL on this _____ day of _____, 2024.

CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS

Sara Countryman, Mayor

ATTEST:

_____, City Secretary

EXHIBIT A
BANK DEPOSITORY AGREEMENT

CIF #: CPA0173

BANK DEPOSITORY AGREEMENT

This Bank Depository Agreement (this “Agreement”), is made and entered into effective August 1, 2024 (the “Effective Date”), by and between City of Montgomery (“Depositor”) and First Financial Bank, a Texas banking association organized under the laws of the State of Texas and authorized to do banking business in the State of Texas (“Bank”).

NOW, THEREFORE, for a valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Appointment of Depository and Term.

Depositor designates Bank as a depository for the period beginning August 1, 2024 and continuing until this Agreement has been canceled in accordance with the provisions hereof, for certain accounts established by Depositor with Bank. The term of this Agreement (the “Term”) shall be Three (3) years with possible 1 years extensions for an additional Two (2) years as defined in Depositor’s Request for Proposal dated June 20, 2024 (the “RFP”), unless the parties mutually agree to an extension of the Term of this Agreement, if such extension is allowed by applicable law. If the parties agree to such an extension of the Term, then the parties shall either execute an addendum to this Agreement or other written evidence stating that the parties have agreed to an extension, the statutory or other legal authority for such extension and the date upon which such extension of the Term expires.

During the Term of this Agreement, Depositor will, through appropriate action of its governing body, designate the officer or officers who, individually or jointly, will be authorized to represent and act on behalf of Depositor in any and all matters of every kind arising under this Agreement.

2. Establishment of Accounts.

Depositor shall deposit such of its funds as it may choose with Bank, and Bank shall receive such deposits as interest or non-interest bearing demand deposit accounts, limited transaction accounts, and/or time deposit accounts, as designated by Depositor. Each account type is subject to payment in accordance with Bank’s terms and conditions for such account type unless varied by an agreement with Depositor.

3. Depository Services; Depositor Records; Fees.

Subject to the particular terms and conditions of the account type chosen, Bank shall pay to the order of Depositor upon proper presentation of checks, drafts or vouchers lawfully drawn, all or any portion of the available funds of Depositor on deposit with Bank.

Bank statements, check images, deposit slips, debit and credit notices, notices of interest earned, and any other related documentation, or images thereof, shall be retained

by Bank for a period of 7 years after the date of receipt of the items. To the extent permitted by law, Bank shall make all records, books, and supporting documents, or images thereof, pertaining to services applicable to Depositor accounts and transactions pursuant to this Agreement available upon reasonable notice at any reasonable time during the term of this Agreement, to Depositor and its designated representatives. To the extent permitted by law, Depositor shall have the right to receive copies of any of such documents.

To determine charges for services rendered, Bank may utilize an earnings credit rate on Bank's account analysis system, determined and calculated in a manner specified in Bank's proposal/offer. The Bank's account analysis system is used to calculate and account for all Bank-performed deposit and treasury management service charges. Bank will calculate Depositor's combined average daily collected balances less combined average daily Federal Reserve requirements, and using the earnings credit rate, number of days in the year, and number of days in the month calculate the earnings credit of Bank and use those earnings credit to offset the charges to Depositor of combined services rendered by Bank. In the event there is a charge for services, and the amount of charge for services is not offset by Depositor's earnings credit as described above, Bank will auto-debit Depositor's accounts on a monthly basis. Any interest paid on an account in account analysis that is also receiving earnings credit is considered an expense on the account analysis statement.

4. Termination; Amendment of Agreement.

Either Depositor or Bank shall have the right to terminate this Agreement prior to the expiration date by providing the other party with 90 days prior written notice of its election to terminate. This Agreement shall terminate 90 days after delivery of such written notice, provided that all provisions of this Agreement have been fulfilled.

In addition to any other remedy that Depositor may have at law or in equity, if Bank breaches this Agreement in any manner or defaults on its obligations hereunder and does not cure such breach or default within 30 days of Bank receiving notice of such breach or default from Depositor, then after expiration of such 30 day cure period, Depositor may terminate this Agreement and withdraw its funds by giving Bank written notice of termination and withdrawal.

In the event that Depositor fails to comply with any of its promises in this Agreement, or if any of its representations are untrue or any of its warranties is breached, and Depositor does not cure such breach or default within 30 calendar days of Depositor receiving notice of such breach or default from Bank, then after expiration of such 30 calendar day cure period, Bank may terminate this Agreement by sending written notice to Depositor of Bank's decision to terminate. Upon receipt of such notice, Depositor shall make provisions for the immediate withdrawal of Depositor's funds from Bank.

This Agreement may be amended in a writing executed by both Depositor and Bank.

5. Representations and Warranties of the Parties.

Bank represents and warrants that:

- (a) Bank accounts are insured to the regulatory limits of the FDIC;
- (b) this Agreement has been authorized by Bank's Board of Directors, and such authorization is evidenced by a resolution of Bank's Board of Directors adopted at a duly called meeting; and
- (c) this Agreement is an official record of Bank, and has been, and will continue to be, an official record of Bank from the date of its approval by Bank's Board of Directors.

Depositor represents, warrants and promises that:

- (a) Depositor has complied with all applicable law governing the selection of a depository bank, that Depositor has full power and authority to enter into this Agreement, this Agreement is a valid and binding agreement enforceable against Depositor pursuant to its terms, and does not and will not violate any statute or regulation applicable to Depositor; and
- (b) all acts, conditions, and things required to exist, happen, or to be performed on Depositor's part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

6. Incorporation of Request For Proposal and Response; Conflicting Provisions.

The RFP and Bank's response to the RFP (the "Response"), are incorporated into this Agreement by reference. In the event of any conflicts between the RFP and the Response, the provisions of the Response control. In the event of any conflicts between the Response and this Agreement regarding provisions and topics addressed in both documents, the provisions of this Agreement control. In the event of any provisions and topics addressed in the Response and not addressed in this Agreement, the Response controls.

7. Liability of the Parties.

Bank's and Depositor's duties and responsibilities to each other are limited as set forth in this Agreement, except with respect to any provisions of the law which cannot be varied or waived by agreement. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER BANK NOR DEPOSITOR WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS), OR FOR ANY INDIRECT LOSS THAT THE OTHER PARTY MAY INCUR OR SUFFER IN CONNECTION**

WITH THE SERVICES PROVIDED HEREUNDER (EVEN IF THE SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES.

8. Invalidity; Severability.

If any clause or provision of this Agreement is for any reason held to be invalid, illegal, or unenforceable, such holding shall not affect the validity, legality, or enforceability of the remaining clauses or provisions of this Agreement.

9. Governing Law; Venue.

This Agreement shall be construed in accordance with the substantive laws of the State of Texas, without regard to conflicts of law principles thereof. Bank and Depositor consent to the non-exclusive jurisdiction of a state or federal court situated in Taylor County, Texas, in connection with any dispute arising from or relating to this Agreement. Bank and Depositor irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. **BANK AND DEPOSITOR EACH IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

10. Notices.

Any communication, notice, or demand to be given hereunder shall be duly given when delivered in writing or sent by facsimile to a party at its address indicated below.

If to Depositor:

City of Montgomery
101 Old Plantersville Rd
Montgomery TX 77316-4416
936-597-6434
Facsimile No.:

If to Bank:

Executive Vice President, Treasury Management
First Financial Bank
400 Pine Street
Abilene, Texas 79601
and via email to notices@ffin.com

11. Security Measures.

Bank and Depositor agree to implement and follow commercially reasonable measures to protect the privacy and security of Depositor’s transactions and information,

including communications and information held by Depository or Bank, or transmitted between Depositor and Bank.

12. Assignment and Binding Effect; Amendment.

Depositor may not assign all or any part of its rights or obligations under this Agreement without Bank's prior express written consent, which may be withheld in Bank's sole discretion. Bank may assign or delegate all or any part of its rights or obligations under this Agreement, including, without limitation, the performance of the services described herein. This Agreement will be binding on and inure to the benefit of the successors and permitted assigns of either party.

13. Third Party Service Providers.

In the normal course of its business, Bank may engage third party vendors or subcontractors to provide or assist in providing all or part of certain services. Any third party vendor or subcontractor used by Bank is an independent contractor and not Bank's agent.

14. Records, Reports and Audits.

Bank shall maintain separate, accurate and complete records relating to Depositor's funds. Depositor and its representatives or agents shall have the right to examine and audit at any reasonable time upon 5 days prior written notice all records maintained pursuant to this Section 14.

15. Captions; Counterparts and Signatures.

Captions used in this Agreement are for convenience only and are not intended to limit or expand the meaning of any underlying provisions. This Agreement may be executed in counterparts and by use of signatures delivered by electronic means.

IN WITNESS WHEREOF, Bank and Depositor have caused this Agreement to be duly executed as of the Effective Date.

First Financial Bank

ATTEST:

By: *Samuel L. Scott*
Name: Samuel L. Scott
Title: IP. End User Support

By: *Lee Warren*
Name: LEE WARREN
Title: Executive Vice President / COO

“Bank”

City of Montgomery

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

“Depositor”

Montgomery City Council
AGENDA REPORT

Meeting Date: August 13, 2024	Budgeted Amount: n/a
Department: Administration	Prepared By: Maryann Carl

Subject

Consideration and possible action to approve the proposed FY 2024-2025 tax rate for the City of Montgomery.

Discussion

Tax Assessor-Collector, Tammy McRae has calculated the tax rate for the City. The No-New-Revenue rate is \$0.3813 per \$100 and the Voter-Approval rate is \$0.5099 per \$100.

City staff is recommending keeping the rate constant at \$0.4000 per \$100.

Recommendation

Motion to approve a proposed tax rate of \$0.4000 per \$100.

This vote is required to be a record vote by each council member individually.

Approved By

Finance Director	Maryann Carl	Date: 8/8/2024
City Administrator	Gary Palmer	Date: 8/8/2024

Montgomery City Council
AGENDA REPORT

Meeting Date: August 13, 2024	Budgeted Amount: n/a
Department: Administration	Prepared By: Maryann Carl

Subject

Consideration and possible action to approve the proposed FY 2024-2025 budget for the City of Montgomery.

Discussion

The City is required to post the proposed operating budget for 30 days prior to adoption. Approving the proposed budget this evening allows Council to adopt the budget on September 16, 2024.

Recommendation

Motion to approve a proposed FY 2024-2025 budget for the City of Montgomery.

Approved By

Finance Director	Maryann Carl	Date: 8/8/2024
City Administrator	Gary Palmer	Date: 8/8/2024

ORDINANCE NO. 2024- _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS (THE "CITY), ORDERING A SPECIAL ELECTION TO BE HELD JOINTLY WITH MONTGOMERY COUNTY ON NOVEMBER 5, 2024, FOR THE PURPOSE OF EXTENDING THE TERM OF OFFICE FOR MAYOR AND COUNCIL FROM TWO YEARS TO FOUR YEARS; APPROVING ELECTION SERVICE AGREEMENTS WITH MONTGOMERY COUNTY, TEXAS; AND PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTION; AND PROVIDING A SAVING/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Montgomery, Texas (the “City Council”) desires to call an election for November 5, 2024 in accordance with the election laws of the State of Texas in order to extend the term of office for Mayor and Council from two years to four years; and

WHEREAS, the City Council is authorized to order an election to extend the term of office for Mayor and Council pursuant to Article XI, Section 11, of the Texas Constitution; and

WHEREAS, the City Council desires to engage the services of the County Election Officer of Montgomery County to conduct the election pursuant to a Joint Election Agreement and an Election Services Agreement with Montgomery County, Texas; and

WHEREAS, the City Council finds that adopting this Ordinance is in the best interest of the citizens of the City of Montgomery.

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

SECTION 1. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance/Order as if fully set forth herein.

SECTION 2. Special Election Ordered. A special election ("Election") is hereby ordered to be held on Tuesday, November 5, 2024 ("Election Day"), for the purpose of submitting to the qualified voters of the City of Montgomery the following proposition: Should the term of Office of the Mayor and City Council be extended from two (2) years to four (4) years?

The Election shall be administered by the Montgomery County Elections Administrator.

SECTION 3. Official Ballot Proposition. The question shall be submitted to the qualified voters of the City of Montgomery at the Election on ballots in the form of the proposition set forth in **Exhibit A**, attached hereto and incorporated as if fully set forth herein, in conformance with the requirements of the Texas Election Code.

SECTION 4. Election Precinct Polling Place; Election Hours. The polls shall be open for voting from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. at the following polling places, to be conducted by the officers appointed by the Contracting Officer as provided in the

Election Services Agreement between the City of Montgomery, Texas and the County Election Officer of Montgomery, Texas, as follows:

For Persons located in Voting Precinct 9:

Polling Place: Dobbin-Dacus Community Center
Address 695 South FM 1486, Montgomery, TX 77316

For Persons located in Voting Precinct 19:

Polling Place: Montgomery City Hall
Address 101 Old Plantersville Road, Montgomery, TX 77316

For Persons located in Voting Precinct 38:

Polling Place: Montgomery County West Annex
Address 19380 Highway 105 W., Montgomery, TX 77356

For Persons located in Voting Precinct 39:

Polling Place: Lake Creek High School
Address 20639 FM 2854, Montgomery, TX 77316

Said election officers shall also serve as the early voting ballot board for such election; the Presiding Judge of such election shall also serve as the presiding officer of the early voting ballot board.

The County Election Officer for Montgomery County is authorized to change the above polling locations should there be a need or to consolidate them for both early voting and for Election Day.

SECTION 5. Early Voting. In accordance with the Texas Election Code and the *Election Services Agreement*, the Contracting Officer shall serve as the regular early voting clerk to receive ballot applications by mail. All ballots by mail applications received by the City Secretary must be hand delivered or faxed to the Contracting Officer as provided in the *Election Services Agreement* on the day of receipt and the original application must be mailed or delivered to the Contracting Officer. Further those persons voting early can vote in any of the designated early voting locations and at the time set out in **Exhibit B** as made a part hereof for all purposes. The early voting locations will be open from Monday, October 21, 2024 through Friday October 25, 2024 to 5:00 p.m., Saturday, October 26, 2024 from 7:00 a.m. through 7:00 p.m., and Monday, October 28, 2024 through Friday, November 1, 2024, 7:00 a.m. to 7:00 p.m. Ballots voted by mail shall be sent to:

Suzie Harvey
Montgomery County Elections Administrator
P. O. Box 2646
Conroe, Texas 773052646

*Email: election.ballot@mctx.org

Fax: (936)788-8340

*** If an application for Ballot by Mail is submitted by email or fax or if a Federal Post Card Application is submitted by fax, to be effective, the application must also be submitted by mail and received not later than the fourth business day after it is received by email or fax.**

SECTION 6. Method of Voting. Voting shall be conducted by the Contracting Officer utilizing the voting machines and equipment supplied by the Contracting Officer. All expenditures necessary for condition the election, the purchase of materials, and the employment of all election officials is hereby authorized in accordance with the Texas Election Code and in accordance with the provisions of the *Election Services Agreement* and the *Joint Services Agreement*.

SECTION 7. Election to Comply with Applicable Laws. The City Secretary is hereby authorized and directed to publish and/or post, in the time and manner prescribed by law, all notices required to be so published and/or posted in connection with the conduct of this Election. The Election and notice of the Election shall be conducted in accordance with the Texas Election Code and other applicable law, and all qualified and registered voters of City of Montgomery shall be eligible to vote at the Election.

SECTION 8. Authority of Mayor and City Secretary. The Mayor and the City Secretary, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code and any other state or federal law in carrying out and conducting the Election, whether or not expressly authorized herein.

SECTION 9. Severability. Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The temporary board hereby declares that it would have passed this Ordinance, and each section, subsection, clause, and phrase thereof regardless of whether any one or more sections, subsections, sentences, clauses, or phrases may be declared unconstitutional and/or invalid.

SECTION 10. Savings/Repealing. All provisions of any Ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portion of conflicting ordinances shall remain in full force and effect.

SECTION 11. Effective Date. This ordinance for an election becomes effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL on this ____ day of _____ 2024.

CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS

Sara Countryman, Mayor

ATTEST:

_____, City Secretary

APPROVED AS TO FORM:

Alan P. Petrov, City Attorney

Exhibit A

Official Ballot Proposition

At the Election, the following ballot proposition shall be submitted to the qualified voters of the City of Montgomery in conformance with the requirements of the Texas Election Code:

PROPOSITION B

Should the term of Office of the Mayor and City Council be extended from two (2) years to four (4) years with a transition of three (3) year terms beginning with the May 2025 elections and four (4) year terms for each subsequent election.

FOR THE PROPOSITION: _____ AGAINST THE PROPOSITION: _____

Exhibit B
Early Voting Locations

November 5, 2024 Joint Election
Early Voting Polling Locations and Times

October 21 – 25	Monday – Friday	8:00 am – 5:00 pm
October 26	Saturday	7:00 am – 7:00 pm
October 27	Sunday	11:00 am – 5:00 pm
October 28 – November 1	Monday – Friday	7:00 am – 7:00 pm

Polling Location <i>Sitio de Votación</i>	Address <i>Dirección</i>	Room <i>Sala</i>
Central Library (Main Early Voting Polling Place) (<i>Sitio Principal Electoral de Votación Adelantada</i>)	104 I-45 North Conroe 77301	Large Meeting Room <i>Sala grande de juntas</i>
North Montgomery County Community Center	600 Gerald Street Willis 77378	Meador Room <i>Sala Meador</i>
Lone Star Community Center	2500 Lone Star Parkway Montgomery 77356	Cissy Boulware Room <i>Sala Cissy Boulware</i>
West Montgomery County Community Development Center	31355 Friendship Drive Magnolia 77355	Green Room <i>Sala verde</i>
Magnolia Event Center	11659 FM 1488 Magnolia 77354	LGI 1 <i>LGI 1</i>
South County Community Center	2235 Lake Robbins Drive The Woodlands 77380	Dining Room <i>Sala de Comedor</i>
George and Cynthia Woods Mitchell Library	8125 Ashlane Way The Woodlands 77382	Meeting Room 101 and 102 <i>Sala de Juntas 101 y 102</i>
Spring Creek Greenway Nature Center	1300 Riley Fuzzel Road Spring 77386	Community Room <i>Sala comunitaria</i>
East Montgomery County Fair Association Building	21675A McCleskey Road New Caney 77357	Main Room <i>Sala principal</i>
East Montgomery County Community Development Center	16401 First Street, Suite 100 Splendora 77372	Hayden and Dunn Conference Rooms <i>Salas de conferencia Hayden y Dunn</i>
(Special Forms of Early Voting and Ballot by Mail only:) (<i>Formas Especiales de Votación Adelantada, y Boleta por Correo solamente:</i>) Election Central	9159 Airport Road Conroe 77303	Lobby <i>Vestíbulo</i>

Please note that Early Voting polling places are subject to change.

7/17/2024

Montgomery City Council
AGENDA REPORT

Meeting Date: August 13, 2024	Budgeted Amount:
Department: Police	Prepared By: Anthony Solomon

Subject

Adoption of the Election Services Agreement with Montgomery County.

Recommendation

Adoption of the Election Services Agreement with Montgomery County

Discussion

This Agreement provides that the city will enter into an agreement with the Montgomery County Elections Department to conduct the general election for the City.

The cost will be provided as soon as all the participating entities have provided their notice of participation. The cost is divided among all the participating entities.

Approved By

Chief of Police	Anthony Solomon	Date: August 7, 2024
City Administrator	Gary Palmer	Date: August 7, 2024

ELECTION SERVICES AGREEMENT

STATE OF TEXAS)
COUNTY OF MONTGOMERY)

THIS CONTRACT (“Agreement”), including all attachments and Exhibits hereto, is made this date countersigned by the governing body of the Political Subdivision, by and between the Political Subdivision of _____, hereinafter called “Political Subdivision,” and Montgomery County, Texas, by its County Election Officer, Suzie Harvey, hereinafter called “Contracting Officer,” pursuant to Texas Election Code Section 31.092. The parties agree to hold a November 5, 2024 Joint Election with all participating Political Subdivisions in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the Elections Administrator of Montgomery County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Montgomery County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Montgomery County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with holding its November 5, 2024 Election. Montgomery County’s certified Hart InterCivic Verity Voting System Version 2.7 voting system is to be used in the November 5, 2024 Joint Election, hereinafter called “Joint Election.”
2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
 - (a) Determine the number of election officials and voting equipment units needed for each polling location. Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Montgomery County Commissioners’ Court and the County Election Board or recommended by Contracting Officer, as applicable. Montgomery County or Contracting Officer, as applicable, will make emergency appointments of election officials if necessary.
 - (b) Conduct necessary training of election officials or arrange for training through a third party. Notify all early voting and Election Day officials of the date, time, and place thereof.
 - (c) Arrange for the use of early voting locations per the attached Exhibit A and Election Day polling locations per the attached Exhibit B. If the need arises for emergency replacement polling location(s), make necessary alternate arrangements and notify Political Subdivision as soon as possible.

- (d) Procure election kits and supplies and distribute to the election judges and deputy early voting clerks. Assemble and edit lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order, as applicable to the election, in lieu of alphabetical order by political entity.
- (e) Prepare and test voting equipment, format ballot styles, record audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements, and arrange for transport of equipment to and from polling locations.
- (f) Serve as Early Voting Clerk for the Joint Election. Process, print, mail, email, or deliver in person, as applicable, and tabulate ballots for any eligible voter who applies for a mail ballot including all eligible Federal Post Card Application voters. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law through the Montgomery County Elections website and Public Information web access program.
- (g) Provide the publication in English and Spanish of one legal notice of the date, time, and place of the public logic and accuracy test and the first test of automatic tabulating equipment in *The Conroe Courier*. Prepare test materials and conduct internal election testing and the required public logic and accuracy test and tests of tabulation equipment. Provide the publication in English and Spanish of a legal notice of joint election one time in Montgomery County newspaper(s).
- (h) Arrange for all personnel, equipment, and supplies needed for the early voting ballot board, signature verification committee if applicable, tabulation, and central counting station. Tabulate early voting and Election Day results, including mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election through the Montgomery County Elections Public Information web access program.
- (i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide the required temporary storage and permanent storage of said election records as provided by law.
- (j) Provide information services for voters and election officers.
- (k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.
- (l) Conduct a partial manual count as provided by Section 127.201 of the Texas Election Code if required for the County election, or if Political Subdivision otherwise provides Contracting Officer precincts and races ordered by the Secretary of State to be manually counted. Contracting Officer shall deliver a written report of the results of any such count

to the Office of the Secretary of State in accordance with Section 127.201(e) of the Texas Election Code and, if requested, to Political Subdivision in a timely manner.

(m) Place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

3. DUTIES AND SERVICES OF POLITICAL SUBDIVISION. Political Subdivision shall be responsible for performing the following duties:

(a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling Political Subdivision's election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute a Joint Election Agreement with all participating Political Subdivisions for the purpose of sharing election equipment, election officials, polling places, and costs. Serve as Custodian of Records for all election records in its possession as provided by law.

(b) Political Subdivision shall be responsible for the legal sufficiency of any order calling its election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of its election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.

(c) Adopt the County Election Precincts, consolidated County Election Precincts ordered by the Montgomery County Commissioners' Court, or precincts recommended by Contracting Officer, as applicable, for this election. Adopt all early voting dates, times, and locations on the attached Exhibit A. Adopt the election day polling locations on the attached Exhibit B at which Political Subdivision's election will be held.

(d) If required, prepare any necessary preclearance submission on all voting changes made by Political Subdivision and timely submit to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended.

(e) Prepare, post, and publish all required election notices for Political Subdivision with the exception of the joint election notice and the notice of the public test, which Contracting Officer shall publish. In addition, if polling locations for Joint Election are different than those for Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the polling location has changed and shall provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless Contracting Officer has posted notice of the change at that location for Joint Election. Educate the voters in Political Subdivision as much as possible about early voting dates, times, and locations and election day polling locations.

(f) Timely confirm with Contracting Officer Political Subdivision's boundaries, County Election Precincts, and street details within those boundaries. If boundaries are not defined properly within Montgomery County Elections voter registration database, maps and street lists with block ranges and odd/even/both indicators must be provided to Contracting

Officer. Proof and approve all programming work done for the jurisdiction according to the Exhibit C Timetable.

- (g) Deliver to Contracting Officer, according to the attached Exhibit C Timetable, an Entity Fact Sheet, Ballot Template with Spanish translations, candidate names and measures, copies of candidate applications, and the order in which all items are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words for use on the ballot audio recording. Review ballot proofs and approve by signature within deadlines provided.
- (h) Appoint Contracting Officer as Early Voting Clerk to receive applications for ballot by mail at

<u>Mail</u>	<u>Email*</u>	<u>Fax*</u>
Suzie Harvey Elections Administrator P. O. Box 2646 Conroe, TX 77305-2646	election.ballot@mctx.org	(936) 788-8340

*If an Application for Ballot By Mail is submitted by email or fax or if a Federal Post Card Application is submitted by fax, to be effective, the original application must also be physically submitted and be received not later than the fourth business day after it is received by email or fax.

All requests for early voting ballots to be voted by mail that are received by Political Subdivision must be forwarded in person or by email or fax to Contracting Officer on the day of receipt. Original applications that are received by mail and forwarded by email or fax must also be mailed to Contracting Officer for all processing.

- (i) Appoint election officials as appointed by Montgomery County Commissioners’ Court and the County Election Board or recommended by Contracting Officer, as applicable.
- (j) If requested, assist Contracting Officer with recruiting bilingual poll workers and provide documentation of Political Subdivision’s efforts if requested by the U. S. Department of Justice.
- (k) If candidate information packet is provided to Political Subdivision by Contracting Officer, distribute to all candidates at time of candidate filing or in another appropriate manner.
- (l) Pay additional costs incurred by Contracting Officer for any ballot or election changes after deadlines, recount, election contest, newly ordered election, or a runoff election, if required, unless prohibited by law.
- (m) Immediately forward to Contracting Officer any information received from the Secretary of State regarding a manual count of precincts and races or a waiver of the manual count. Contracting Officer must receive this information on the same day received by Political Subdivision because of the short deadline for Contracting Officer to begin the process.

- (n) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports with the Secretary of State if required, unless both parties agree that Contracting Officer will submit precinct reports.
- (o) Pay a deposit, if required, of 60% of its estimated total cost, per the Exhibit D Cost Estimate, if provided, within thirty days from the date of the Exhibit D Cost Estimate. Pay the balance for conducting said election within thirty days from the date of final invoice. All payments shall be made from current revenues available to Political Subdivision. If the amount owed for conducting the election is less than any deposit paid by Political Subdivision, Contracting Officer shall refund the overpayment in a prompt manner.

Checks shall be made payable to:

Montgomery County Elections Administrator
P O Box 2646, Conroe, Texas 77305-2646.

- 4. **COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies, and equipment in accordance with the Exhibit D Cost Estimate. This cost estimate may be amended, if necessary, after filing deadlines and election cancellations. Additional elections may reduce costs for each entity, and election cancellations may increase costs for each remaining entity. It is understood that other political entities may wish to participate in the use of the County's voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses plus a 10% administrative fee may be charged to Political Subdivision.

5. **GENERAL CONDITIONS.**

- (a) The parties agree that the timing is critical for all duties in this Agreement. Failure to adhere to any deadline in the Exhibit C Timetable without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the Timetable is critical because of Montgomery County's obligation to complete all programming and testing, process, print, and mail or email, as applicable, any military and overseas ballots by state and federal deadlines, and conduct federal, state, county, and/or other contracted elections, as applicable.
- (b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and hire necessary temporary personnel to perform contracted duties. Part-time and seasonal personnel will be compensated at the hourly rate set by Montgomery County.
- (c) Pursuant to Section 31.100(d) of the Texas Election Code, Contracting Officer may not be personally compensated for election services performed under this Agreement. In accordance with Section 31.100(e) of the Texas Election Code, only costs for contractual duties performed outside of normal business hours by personnel regularly employed by Contracting Officer will be allocated to Political Subdivision under this Agreement.

- (d) Political Subdivision acknowledges that voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will take every possible action to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.
- (e) The county early voting sites as per the attached Exhibit A will be used for the Joint Election. Any eligible Montgomery County voter in the Joint Election may vote early by personal appearance at any one of the joint early voting locations in Exhibit A.
- (f) Montgomery County Elections Department is contracting with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot that contains all races and measures in the Joint Election for which the voter is eligible at the address and in the precinct of the voter's current registration in Montgomery County. One joint voter sign-in process consisting of a common list of Montgomery County registered voters and common signature rosters shall be used.
- (g) In accordance with Section 31.099 of the Texas Election Code, Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Montgomery County not later than the 10th day from receipt of the fully executed Agreement by Contracting Officer.
- (h) Montgomery County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, it shall make such arrangements separate from this Agreement.
- (i) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- (j) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to participate in Joint Election. If Political Subdivision cancels its participation after the deadline in Exhibit C Timetable, a \$1,000 contract preparation and processing fee will be assessed to Political Subdivision in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation. A 10% administrative fee will be added to all charges for services provided under this agreement, including services related to a canceled election or canceled participation for which notification is provided to Contracting Officer after the deadline in Exhibit C Timetable.
- (k) Political Subdivision has the option of extending the applicable terms of this Agreement through its runoff election, if required. If requested by Contracting Officer, Political Subdivision shall be responsible for locating acceptable runoff polling locations, although Contracting Officer may assist. Political Subdivision may reduce the number of early

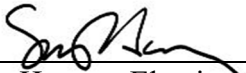
voting locations and/or Election Day polling locations in a runoff election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the polling places must be acceptable to Contracting Officer and shall be coordinated with other participating entities. Costs will be allocated to the participating entities, plus a 10% administrative fee shall be charged. Political Subdivision shall be responsible for all orders, notices, and notice of election postings and publications required for its runoff, except the publication of the notice of the public logic and accuracy test and the first test of automatic tabulating equipment, which Contracting Officer will publish.

The foregoing Election Services Agreement is made in Montgomery County, Texas, and is signed on the dates below.

[Remainder of this page intentionally left blank; signature page(s) to follow.]

MONTGOMERY COUNTY, TEXAS

July 17, 2024
Date Signed

By: 
Suzie Harvey, Elections Administrator
"Contracting Officer"
9159 Airport Road
Conroe, Texas 77303
Phone: (936) 539-7843 Fax: (936) 788-8340
Email: suzie.harvey@mctx.org

"Political Subdivision"

Date Signed

By: _____
Name: _____
Title: _____
Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____
Email: _____

EXHIBIT A
Montgomery County
November 5, 2024 Joint Election
Early Voting Polling Locations and Times

October 21 – 25	Monday – Friday	8:00 am – 5:00 pm
October 26	Saturday	7:00 am – 7:00 pm
October 27	Sunday	11:00 am – 5:00 pm
October 28 – November 1	Monday – Friday	7:00 am – 7:00 pm

Polling Location <i>Sitio de Votación</i>	Address <i>Dirección</i>	Room <i>Sala</i>
Central Library (Main Early Voting Polling Place) (<i>Sitio Principal Electoral de Votación Adelantada</i>)	104 I-45 North Conroe 77301	Large Meeting Room <i>Sala grande de juntas</i>
North Montgomery County Community Center	600 Gerald Street Willis 77378	Meador Room <i>Sala Meador</i>
Lone Star Community Center	2500 Lone Star Parkway Montgomery 77356	Cissy Boulware Room <i>Sala Cissy Boulware</i>
West Montgomery County Community Development Center	31355 Friendship Drive Magnolia 77355	Green Room <i>Sala verde</i>
Magnolia Event Center	11659 FM 1488 Magnolia 77354	LGI 1 <i>LGI 1</i>
South County Community Center	2235 Lake Robbins Drive The Woodlands 77380	Dining Room <i>Sala de Comedor</i>
George and Cynthia Woods Mitchell Library	8125 Ashlane Way The Woodlands 77382	Meeting Room 101 and 102 <i>Sala de Juntas 101 y 102</i>
Spring Creek Greenway Nature Center	1300 Riley Fuzzel Road Spring 77386	Community Room <i>Sala comunitaria</i>
East Montgomery County Fair Association Building	21675A McCleskey Road New Caney 77357	Main Room <i>Sala principal</i>
East Montgomery County Community Development Center	16401 First Street, Suite 100 Splendora 77372	Hayden and Dunn Conference Rooms <i>Salas de conferencia Hayden y Dunn</i>
(Special Forms of Early Voting and Ballot by Mail only:) (<i>Formas Especiales de Votación Adelantada, y Boleta por Correo solamente:</i>) Election Central	9159 Airport Road Conroe 77303	Lobby <i>Vestíbulo</i>

Montgomery County Elections

Exhibit B - Polling Location Information November 5, 2024 Joint Election

For Election Day

PCT	Name of Facility	Physical Address	City	Zip	Room Sala
01	Willis Community Building	109 West Mink Street	Willis	77378	Main Room <i>Sala Principal</i>
02	Conroe Seventh-Day Adventist Church	3601 South Loop 336 East	Conroe	77301	Gym <i>Gimnasio</i>
03	The Woodlands High School Ninth Grade Campus	10010 Branch Crossing Drive	The Woodlands	77382	Front Foyer <i>Vestíbulo frontal</i>
04	McCullough Junior High School - Nancy Bock Center for Performing Arts	3800 South Panther Creek Drive	The Woodlands	77381	Auditorium <i>Auditorio</i>
05	Long Street Community Center	20240 Bays Chapel Road	Richards	77873	Main Room <i>Sala principal</i>
06	Joel L. Deretchin Elementary School	11000 Merit Oaks Drive	The Woodlands	77382	Gym <i>Gimnasio</i>
07	New Caney Elementary School	20501 FM 1485	New Caney	77357	Gym <i>Gimnasio</i>
08	Browder Community Center	14865 County Line Road	Willis	77378	Main Room <i>Sala principal</i>
09	Dobbin - Dacus Community Center	695 South FM 1486	Montgomery	77316	Main Room <i>Sala principal</i>
10	Booker T. Washington High School	507 Dr. Martin L. King, Jr. Place North	Conroe	77301	Girls' Gym <i>Gimnasio de Niñas</i>
11	Lake Conroe Forest Community Building	610 Navajo Drive	Montgomery	77316	Main Room <i>Sala Principal</i>
12	Security Community Center	18760 Highway 105 East	Cleveland	77328	Main Room <i>Sala principal</i>
13	High Meadow Ranch Golf Club	37300 Golf Club Trail	Magnolia	77355	The Ranch House <i>The Ranch House</i>
14	Robert L. Crippen Elementary School	18690 Cumberland Boulevard	Porter	77365	Gym <i>Gimnasio</i>
15	Cornerstone Church	100 Mosswood Drive	Conroe	77302	Children's Room <i>Sala de Niños</i>
16	East Montgomery County Community Development Center	16401 First Street, Suite 100	Splendora	77372	Hayden and Dunn Conference Rooms <i>Salas de conferencia Hayden y Dunn</i>
17	First Baptist Church Groceville	19256 FM 1484	Conroe	77303	Fellowship Hall <i>Salón de compañerismo</i>
18	Magnolia Community Center	422 Melton Street	Magnolia	77354	Main Room <i>Sala principal</i>

PCT	Name of Facility	Physical Address	City	Zip	Room Sala
19	City of Montgomery City Hall	101 Old Plantersville Road	Montgomery	77316	City Council and Courtroom Chambers <i>Ayuntamiento y salas de audiencias</i>
20	Travis Intermediate School	1100 North Thompson Street	Conroe	77301	Auditorium <i>Auditorio</i>
21	Conroe High School Ninth Grade Campus	400 Sgt Ed Holcomb Boulevard N	Conroe	77304	Room 105 <i>Sala 105</i>
22	Lake Conroe Hills Community Building	13621 Lake Breeze Lane	Willis	77318	Main Room <i>Sala Principal</i>
23	North Montgomery County Community Center	600 Gerald Street	Willis	77378	Meador Room <i>Sala Meador</i>
24	Emmit E. Houser Elementary School	27370 Oak Ridge School Road	Conroe	77385	Gym <i>Gimnasio</i>
25	Grangerland Community Center	15636 FM 3083	Grangerland	77302	Community Room <i>Sala comunitaria</i>
26	East Montgomery County Fair Association Building	21675A McCleskey Road	New Caney	77357	Main Room <i>Sala principal</i>
27	Rivershire Club House	206 Scarborough Drive	Conroe	77304	Large Banquet Room <i>Sala Grande de Banquetes</i>
28	Decker Prairie Elementary School	27427 Decker Prairie Rosehill Road	Magnolia	77355	Gym <i>Gimnasio</i>
29	West Montgomery County Community Development Center	31355 Friendship Drive	Magnolia	77355	Green Room <i>Sala verde</i>
30	Magnolia High School	14350 FM 1488	Magnolia	77354	Library <i>Biblioteca</i>
31	Shenandoah Municipal Complex	29955 I-45 North	Shenandoah	77381	Council Chambers <i>Cámara del Consejo</i>
32	W. D. Wilkerson Intermediate School	12312 Sawmill Road	The Woodlands	77380	Cafeteria <i>Cafetería</i>
33	South County Community Center	2235 Lake Robbins Drive	The Woodlands	77380	Room 102 <i>Sala 102</i>
34	Needham Fire and Rescue Station 64	15341 Lake Lamond Road	Conroe	77384	Public Area Meeting Room <i>Sala de juntas del área pública</i>
35	Oak Ridge North Municipal Building	27424 Robinson Road	Oak Ridge North	77385	Council Chambers <i>Cámara del Consejo</i>
36	Allendale Baptist Church	14535 Allendale Lane	Conroe	77302	Fellowship Hall <i>Salón de compañerismo</i>
37	Friendship United Methodist Church	22388 Ford Road	Porter	77365	Family Life Center <i>Centro Vida Familiar</i>
38	Montgomery County West Annex	19380 Highway 105 W., Suite 507	Montgomery	77356	Courtroom <i>Sala de justicia</i>
39	Oak Hills Junior High School	19190 Keenan Cut Off Road	Montgomery	77316	Library <i>Biblioteca</i>

PCT	Name of Facility	Physical Address	City	Zip	Room Sala
40	Harold Cryar Intermediate School	2375 Montgomery Park Boulevard	Conroe	77304	Gym <i>Gimnasio</i>
41	Splendora ISD Administration Building	23419 FM 2090	Splendora	77372	Board Room <i>Sala de Juntas</i>
42	Veterans Memorial Intermediate	13475 FM 1485	Conroe	77306	Gym <i>Gimnasio</i>
43	Panorama Village City Hall	99 Hiwon Drive	Panorama Village	77304	City Hall <i>Alcaldía</i>
44	The Lone Star Convention Center	9055 Airport Road	Conroe	77303	San Jacinto 1 <i>Sala San Jacinto 1</i>
45	Timber Lakes/Timber Ridge Pavilion	25610 Timber Lakes Drive	Spring	77380	Meeting Room <i>Sala de juntas</i>
46	Spring Creek Greenway Nature Center	1300 Riley Fuzzel Road	Spring	77386	Community Center <i>Centro comunitario</i>
47	South Montgomery County Fire Station #4	28830 Birnham Woods Drive	Spring	77386	Bay <i>Bahía</i>
48	Sally K. Ride Elementary School	4920 West Panther Creek Drive	The Woodlands	77381	Main Hallway - East Side <i>Pasillo Principal - Lado Este</i>
49	David Elementary School	5301 Shadowbend Place	The Woodlands	77381	Front Hallway on 3rd/4th Grade Side of Building <i>Pasillo delantero en el lado de 3°/4° grado</i>
50	Far Hills Utility District Building	10320 Cude Cemetery Road	Willis	77318	Meeting Room <i>Sala de Juntas</i>
51	Central Library	104 I-45 North	Conroe	77301	Large Meeting Room <i>Sala grande de juntas</i>
52	New Caney Central Administration Office	21580 Loop 494	New Caney	77357	LGI Room <i>Sala LGI</i>
53	Woodbranch City Hall	58 A Woodbranch Drive	New Caney	77357	Meeting Room <i>Sala de juntas</i>
54	Peach Creek Baptist Church	25963 FM 1485/99 W	New Caney	77357	Fellowship Hall <i>Sala de compañerismo</i>
55	Stephen F. Austin Elementary School	14796 Highway 105 East	Conroe	77306	Gym <i>Gimnasio</i>
56	The Woodlands Emergency Training Center	16135 IH-45 South	The Woodlands	77385	Room A/B <i>Sala A/B</i>
57	Calvary Road Baptist Church	12621 Calvary Road	Willis	77318	Sanctuary <i>Santuario</i>
58	Lone Star College System	5000 Research Forest Drive	The Woodlands	77381	Room 113-115 <i>Sala 113-115</i>
59	Colin L. Powell Elementary School	7332 Cochrans Crossing Drive	The Woodlands	77381	Front Office Vestibule <i>Vestíbulo de la Oficina Principal</i>
60	Montgomery County Juvenile Facility	200 Academy Drive	Conroe	77301	Juvenile Conference Room <i>Sala de conferencias juvenil</i>

PCT	Name of Facility	Physical Address	City	Zip	Room Sala
61	George and Cynthia Woods Mitchell Library	8125 Ashlane Way	The Woodlands	77382	Meeting Room 101 and 102 <i>Sala de juntas 101 y 102</i>
62	Donald R. Collins Intermediate School	6020 Shadowbend Place	The Woodlands	77381	Cafeteria/Gym <i>Cafetería/gimnasio</i>
63	Walden Community Church	12400 Walden Road	Montgomery	77356	Family Life Center <i>Centro de vida familiar</i>
64	Whispering Pines Baptist Church	15200 FM 1485	Conroe	77306	FLC Dining Room <i>Comedor FLC</i>
65	J. L. Lyon Elementary School	27035 Nichols Sawmill Road	Magnolia	77355	Gym <i>Gimnasio</i>
66	Outback Western Wear Event Hall	30405 Dobbin Huffsmith Road	Magnolia	77354	Longbranch Pavilion <i>Pabellón Longbranch</i>
67	Lamar Elementary School	1300 Many Pines Road	The Woodlands	77380	Gym <i>Gimnasio</i>
68	Knights of Columbus Hall	29327 South Plum Creek Drive	Spring	77386	Main Hall <i>Sala principal</i>
69	Barbara Pierce Bush Elementary School	7420 Crownridge Drive	The Woodlands	77382	Cafeteria <i>Cafetería</i>
70	The Woodlands Recreation Center at Bear Branch Park	5310 Research Forest Drive	The Woodlands	77381	Live Oak Room <i>Sala Live Oak</i>
71	Don A. Buckalew Elementary School	4909 West Alden Bridge Drive	The Woodlands	77382	Portable No. 3 <i>Portátil no. 3</i>
72	Bentwater Yacht Club	200 Bentwater Harbor Drive	Montgomery	77356	Harbor View Room <i>Salón Harbor View</i>
73	City of Conroe, Dean Towery Service Center	401 Sgt. Ed Holcomb Boulevard South	Conroe	77304	Public Works Classroom <i>Aula de obras publicas</i>
74	Cedric C. Smith Elementary School	28747 Hardin Store Road	Magnolia	77354	Gym <i>Gimnasio</i>
75	Windsor Hills Homeowners' Association Club House	1 East Windsor Hills Circle	The Woodlands	77384	Ballroom <i>Salón de baile</i>
76	Westwood Landowners' Association Building	406 Mackintosh Drive	Magnolia	77354	Back Civic Room <i>Salón cívico trasero</i>
77	April Sound Church	67 1/2 April Wind Drive South	Montgomery	77356	Fellowship Hall <i>Salón de compañerismo</i>
78	Roger L. Galatas Elementary School	9001 Cochrans Crossing Drive	The Woodlands	77381	Front Right Vestibule <i>Vestíbulo principal de lado derecho</i>
79	Glen Loch Elementary School	27505 Glen Loch Drive	The Woodlands	77381	Foyer <i>Vestíbulo</i>
80	Imperial Oaks Neighborhood Center - Recreation Center	31110 Imperial Oaks Boulevard	Spring	77386	POA Clubroom <i>Salon del club POA</i>
81	George P. Mitchell Intermediate School	6800 Alden Bridge Drive	The Woodlands	77382	The Commons/Cafeteria <i>Area común/cafetería</i>
82	Bens Branch Elementary School	24160 Briar Berry Lane	Porter	77365	Gym <i>Gimnasio</i>

PCT	Name of Facility	Physical Address	City	Zip	Room Sala
83	Security Community Center	18760 Highway 105 East	Cleveland	77328	Main Room <i>Sala Principal</i>
84	South Montgomery County Fire Station #1	335 Volunteer Lane	Spring	77380	Conference Room <i>Sala de Conferencia</i>
85	Northridge Baptist Church	10681 FM 1484	Conroe	77303	Fellowship Hall <i>Salón de Compañerismo</i>
86	Living Branch Church	13229 Highway 105 West	Conroe	77304	Sanctuary <i>Santuario</i>
87	Birnhem Woods Elementary School	31150 Birnhem Woods Drive	Spring	77386	Gym <i>Gimnasio</i>
88	Ann K. Snyder Elementary School	28601 Birnhem Woods Drive	Spring	77386	Hallway Near Gym <i>Pasillo cerca del gimnasio</i>
89	Bear Branch Elementary School	8909 FM 1488	Magnolia	77354	Cafeteria <i>Cafetería</i>
90	The Palm Community Building	285 Central Pine Street	Montgomery	77316	Building 2 <i>Edificio 2</i>
91	Magnolia West High School	42202 FM 1774	Magnolia	77355	Library <i>Biblioteca</i>
92	George C. Kaufman III Elementary School	2760 Northridge Forest Drive	Spring	77386	Gym <i>Gimnasio</i>
93	Valley Ranch Elementary School	21700 Valley Ranch Crossing Drive	Porter	77365	Gym <i>Gimnasio</i>
94	Lone Star College - Kingwood, Performing Arts Center	500 Royston Drive	Kingwood	77339	APA 119 <i>APA 119</i>
95	Kings Manor Elementary School	21111 Royal Crossing Drive	Kingwood	77339	Gym <i>Gimnasio</i>
96	Gerald D. Irons, Sr. Junior High School	16780 Needham Road	Conroe	77385	Boys' Gym (Gym 2) <i>Gimnasio de niños (Gimnasio 2)</i>
97	Magnolia Event Center	11659 FM 1488	Magnolia	77354	LGI 1 <i>LGI 1</i>
98	KC Event Center	2655 FM 1488	Conroe	77384	Hall <i>Salón</i>
99	Jean E. Stewart Elementary School	680 Fish Creek Thoroughfare	Montgomery	77316	Gym <i>Gimnasio</i>
100	Grand Oaks High School	4800 Riley Fuzzel Road	Spring	77386	LGI <i>LGI</i>
101	Coulson Tough Flex School Grades K-6	11660 Crane Brook Drive	The Woodlands	77382	Gym <i>Gimnasio</i>
102	John V. Peet Junior High School	1895 Longmire Road	Conroe	77304	Gym 2 <i>Gimnasio 2</i>
103	C. D. York Junior High School	3515 Waterbend Cove	Spring	77386	Gym <i>Gimnasio</i>
104	Foster's Ridge Club House	14100 Denali Wilderness Parkway	Conroe	77384	Lodge <i>Cabaña</i>

PCT	Name of Facility	Physical Address	City	Zip	Room Sala
105	Lone Star Community Center	2500 Lone Star Parkway	Montgomery	77356	Cissy Boulware Room <i>Sala Cissy Boulware</i>
106	Montgomery County ESD #3 Administration and Training Facility	4711 Honea Egypt Road	Montgomery	77316	Training Room <i>Sala de entrenamiento</i>
107	George P. Mitchell Intermediate School	6800 Alden Bridge Drive	The Woodlands	77382	Commons/Cafeteria <i>Area común/cafetería</i>
108	KC Event Center	2655 FM 1488	Conroe	77384	Hall <i>Salón</i>
109	City of Conroe Westside Recreation Center	10245 Owen Drive	Conroe	77304	Multi-Purpose Room <i>Sala multi-uso</i>
110	Bonnie Wilkinson Elementary School	2575 Ed Kharbat Drive	Conroe	77301	Gym <i>Gimnasio</i>
111	Ben Milam Elementary School	16415 FM 3083	Conroe	77302	Gym <i>Gimnasio</i>
112	Lake Creek High School	20639 FM 2854	Montgomery	77316	Athletic Foyer <i>Vestíbulo del gimnasio</i>
113	Decker Prairie Community Center	32434 Decker Prairie Road	Magnolia	77355	Main Room <i>Sala principal</i>
113 Precincts					

Montgomery County Elections

Exhibit B

Item 11.

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School District

Cleveland Independent School District					
PCT	Polling Location	Suspense	Active	Total	PCT
*41	Splendora ISD Administration Building	2	53	55	*41
		2	53	55	1

* Jurisdiction Occupies only a part of the Precinct

Montgomery County Elections

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Conroe Independent School District					
PCT	Polling Location	Suspense	Active	Total	PCT
02	Conroe Seventh-Day Adventist Church	305	3,505	3,810	02
*03	The Woodlands High School Ninth Grade Campus	157	1,005	1,162	*03
04	McCullough Junior High School - Nancy Bock Center for Performing Arts	290	1,672	1,962	04
*06	Joel L. Deretchin Elementary School	516	3,774	4,290	*06
*07	New Caney Elementary School	44	458	502	*07
*08	Browder Community Center	101	1,598	1,699	*08
10	Booker T. Washington High School	283	2,612	2,895	10
*12	Security Community Center	192	2,344	2,536	*12
*14	Robert L. Crippen Elementary School			0	*14
15	Cornerstone Church	335	3,642	3,977	15
17	First Baptist Church Groceville	329	4,835	5,164	17
20	Travis Intermediate School	219	2,135	2,354	20
21	Conroe High School Ninth Grade Campus	976	3,272	4,248	21
24	Emmit E. Houser Elementary School	356	3,172	3,528	24
25	Grangerland Community Center	238	2,011	2,249	25
*26	East Montgomery County Fair Association Building	22	300	322	*26
27	Rivershire Club House	482	2,176	2,658	27
31	Shenandoah Municipal Complex	576	4,472	5,048	31
32	W. D. Wilkerson Intermediate School	538	2,594	3,132	32
33	South County Community Center	851	3,642	4,493	33
*34	Needham Fire and Rescue Station 64	226	2,381	2,607	*34
35	Oak Ridge North Municipal Building	660	4,795	5,455	35
*36	Allendale Baptist Church	396	5,093	5,489	*36
39	Oak Hills Junior High School			0	39
*40	Harold Cryar Intermediate School	638	3,014	3,652	*40
42	Veterans Memorial Intermediate	76	880	956	42
*44	The Lone Star Convention Center	469	2,730	3,199	*44
45	Timber Lakes/Timber Ridge Pavilion	445	2,692	3,137	45
46	Spring Creek Greenway Nature Center	371	4,140	4,511	46
47	South Montgomery County Fire Station #4	330	2,636	2,966	47
48	Sally K. Ride Elementary School	217	2,191	2,408	48
49	David Elementary School	200	2,113	2,313	49
51	Central Library	669	2,216	2,885	51
*54	Peach Creek Baptist Church		3	3	*54
55	Stephen F. Austin Elementary School	163	1,683	1,846	55
56	The Woodlands Emergency Training Center	584	5,086	5,670	56
58	Lone Star College System	199	2,302	2,501	58
59	Colin L. Powell Elementary School	144	1,557	1,701	59
60	Montgomery County Juvenile Facility	245	2,527	2,772	60
*61	George and Cynthia Woods Mitchell Library	516	4,502	5,018	*61
62	Donald R. Collins Intermediate School	288	2,539	2,827	62
*64	Whispering Pines Baptist Church	213	2,005	2,218	*64
67	Lamar Elementary School	329	2,497	2,826	67

* Jurisdiction Occupies only a part of the Precinct

Montgomery County Elections

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68	Knights of Columbus Hall	441	4,874	5,315	68
*69	Barbara Pierce Bush Elementary School	407	3,892	4,299	*69
70	The Woodlands Recreation Center at Bear Branch Park	253	2,518	2,771	70
*71	Don A. Buckalew Elementary School	556	4,136	4,692	*71
73	City of Conroe, Dean Towery Service Center	187	1,995	2,182	73
75	Windsor Hills Homeowners' Association Club House	879	3,909	4,788	75
*76	Westwood Landowners' Association Building	49	656	705	*76
*77	April Sound Church	6	50	56	*77
78	Roger L. Galatas Elementary School	536	4,711	5,247	78
79	Glen Loch Elementary School	282	2,001	2,283	79
80	Imperial Oaks Neighborhood Center - Recreation Center	390	4,547	4,937	80
*81	George P. Mitchell Intermediate School	477	2,795	3,272	*81
83	Security Community Center	124	2,041	2,165	83
84	South Montgomery County Fire Station #1	1,175	3,723	4,898	84
*85	Northridge Baptist Church	95	1,396	1,491	*85
86	Living Branch Church	300	2,824	3,124	86
87	Birnam Woods Elementary School	426	5,068	5,494	87
88	Ann K. Snyder Elementary School	454	4,662	5,116	88
*90	The Palm Community Building	182	3,200	3,382	*90
92	George C. Kaufman III Elementary School	540	4,822	5,362	92
96	Gerald D. Irons, Sr. Junior High School	549	5,143	5,692	96
98	KC Event Center	423	1,958	2,381	98
*99	Jean E. Stewart Elementary School	327	3,757	4,084	*99
100	Grand Oaks High School	458	5,183	5,641	100
*101	Coulson Tough Flex School Grades K-6	259	1,880	2,139	*101
*102	John V. Peet Junior High School	322	3,228	3,550	*102
103	C. D. York Junior High School	592	4,106	4,698	103
104	Foster's Ridge Club House	199	2,268	2,467	104
*106	Montgomery County ESD #3 Administration and Training Facility	104	1,184	1,288	*106
108	KC Event Center	414	2,939	3,353	108
109	City of Conroe Westside Recreation Center	210	2,540	2,750	109
110	Bonnie Wilkinson Elementary School	237	2,933	3,170	110
111	Ben Milam Elementary School	187	2,339	2,526	111
*112	Lake Creek High School	1	23	24	*112
		26,229	212,102	238,331	77

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Montgomery County Elections

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Magnolia Independent School District					
PCT	Polling Location	Suspense	Active	Total	PCT
*03	The Woodlands High School Ninth Grade Campus	336	3,410	3,746	*03
*06	Joel L. Deretchin Elementary School			0	*06
*09	Dobbin - Dacus Community Center			0	*09
*13	High Meadow Ranch Golf Club	149	2,350	2,499	*13
18	Magnolia Community Center	343	4,863	5,206	18
*28	Decker Prairie Elementary School	172	1,957	2,129	*28
29	West Montgomery County Community Development Center	335	4,674	5,009	29
*30	Magnolia High School	261	4,628	4,889	*30
*34	Needham Fire and Rescue Station 64	38	468	506	*34
*61	George and Cynthia Woods Mitchell Library			0	*61
65	J. L. Lyon Elementary School	340	4,782	5,122	65
*66	Outback Western Wear Event Hall	182	2,478	2,660	*66
*69	Barbara Pierce Bush Elementary School			0	*69
*71	Don A. Buckalew Elementary School	54	143	197	*71
74	Cedric C. Smith Elementary School	330	2,476	2,806	74
*76	Westwood Landowners' Association Building	377	3,356	3,733	*76
*81	George P. Mitchell Intermediate School	65	1,222	1,287	*81
*89	Bear Branch Elementary School	392	3,992	4,384	*89
91	Magnolia West High School	436	4,899	5,335	91
97	Magnolia Event Center	335	4,481	4,816	97
*101	Coulson Tough Flex School Grades K-6	149	590	739	*101
*106	Montgomery County ESD #3 Administration and Training Facility	6	91	97	*106
107	George P. Mitchell Intermediate School	17	36	53	107
*113	Decker Prairie Community Center	87	956	1,043	*113
		4,404	51,852	56,256	24

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Montgomery County Elections

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Montgomery Independent School District					
PCT	Polling Location	Suspense	Active	Total	PCT
*05	Long Street Community Center		13	13	*05
*09	Dobbin - Dacus Community Center	170	1,977	2,147	*09
11	Lake Conroe Forest Community Building	313	2,476	2,789	11
19	City of Montgomery City Hall	351	4,164	4,515	19
*30	Magnolia High School	24	289	313	*30
38	Montgomery County West Annex	422	3,867	4,289	38
39	Oak Hills Junior High School	213	3,258	3,471	39
63	Walden Community Church	465	4,380	4,845	63
72	Bentwater Yacht Club	325	4,322	4,647	72
*76	Westwood Landowners' Association Building	22	425	447	*76
*77	April Sound Church	426	3,986	4,412	*77
*89	Bear Branch Elementary School	3	15	18	*89
*90	The Palm Community Building	119	1,408	1,527	*90
91	Magnolia West High School			0	91
*99	Jean E. Stewart Elementary School	3	114	117	*99
*102	John V. Peet Junior High School			0	*102
105	Lone Star Community Center	302	3,733	4,035	105
*106	Montgomery County ESD #3 Administration and Training Facility	199	2,626	2,825	*106
*112	Lake Creek High School	263	2,950	3,213	*112
		3,620	40,003	43,623	19

New Caney Independent School District					
PCT	Polling Location	Suspense	Active	Total	PCT
*07	New Caney Elementary School	73	835	908	*07
*14	Robert L. Crippen Elementary School	243	4,695	4,938	*14
*16	East Montgomery County Community Development Center		2	2	*16
*26	East Montgomery County Fair Association Building	458	4,189	4,647	*26
*36	Allendale Baptist Church			0	*36
37	Friendship United Methodist Church	395	3,524	3,919	37
52	New Caney Central Administration Office	463	4,346	4,809	52
*53	Woodbranch City Hall	271	4,519	4,790	*53
*54	Peach Creek Baptist Church	378	4,069	4,447	*54
*64	Whispering Pines Baptist Church	2	80	82	*64
82	Bens Branch Elementary School	278	3,887	4,165	82
93	Valley Ranch Elementary School	492	4,647	5,139	93
94	Lone Star College - Kingwood, Performing Arts Center	618	4,261	4,879	94
95	Kings Manor Elementary School	705	3,846	4,551	95
		4,376	42,900	47,276	14

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Montgomery County Elections

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Richards Independent School District					
PCT	Polling Location	Suspense	Active	Total	PCT
*05	Long Street Community Center	17	314	331	*05
		17	314	331	1

Splendora Independent School District					
PCT	Polling Location	Suspense	Active	Total	PCT
*07	New Caney Elementary School	86	848	934	*07
*12	Security Community Center	50	653	703	*12
*16	East Montgomery County Community Development Center	398	4,391	4,789	*16
*41	Splendora ISD Administration Building	312	4,846	5,158	*41
*53	Woodbranch City Hall	57	989	1,046	*53
		903	11,727	12,630	5

Tomball Independent School District					
PCT	Polling Location	Suspense	Active	Total	PCT
*13	High Meadow Ranch Golf Club		1	1	*13
*28	Decker Prairie Elementary School	155	2,365	2,520	*28
*66	Outback Western Wear Event Hall	207	2,160	2,367	*66
*113	Decker Prairie Community Center	183	3,332	3,515	*113
		545	7,858	8,403	4

Willis Independent School District					
PCT	Polling Location	Suspense	Active	Total	PCT
01	Willis Community Building	410	3,660	4,070	01
*08	Browder Community Center	154	2,091	2,245	*08
22	Lake Conroe Hills Community Building	423	4,241	4,664	22
23	North Montgomery County Community Center	630	4,627	5,257	23
*40	Harold Cryar Intermediate School	109	1,742	1,851	*40
43	Panorama Village City Hall	467	4,728	5,195	43
*44	The Lone Star Convention Center	1	19	20	*44
50	Far Hills Utility District Building	383	4,874	5,257	50
57	Calvary Road Baptist Church	280	3,177	3,457	57
*85	Northridge Baptist Church	260	2,321	2,581	*85
*102	John V. Peet Junior High School	115	1,641	1,756	*102
		3,232	33,121	36,353	11

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Montgomery County Elections

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City

City of Cleveland					
PCT	Polling Location	Suspense	Active	Total	PCT
*41	Splendor ISD Administration Building	15	198	213	*41
		15	198	213	1

City of Conroe					
PCT	Polling Location	Suspense	Active	Total	PCT
*01	Willis Community Building	115	1,573	1,688	*01
*02	Conroe Seventh-Day Adventist Church	304	3,496	3,800	*02
10	Booker T. Washington High School	283	2,612	2,895	10
*11	Lake Conroe Forest Community Building	120	1,401	1,521	*11
*15	Cornerstone Church	40	652	692	*15
*17	First Baptist Church Groceville			0	*17
20	Travis Intermediate School	219	2,135	2,354	20
*21	Conroe High School Ninth Grade Campus	975	3,260	4,235	*21
*25	Grangerland Community Center	6	159	165	*25
27	Rivershire Club House	482	2,176	2,658	27
*31	Shenandoah Municipal Complex			0	*31
*34	Needham Fire and Rescue Station 64			0	*34
*38	Montgomery County West Annex	11	120	131	*38
*40	Harold Cryar Intermediate School	747	4,754	5,501	*40
*43	Panorama Village City Hall	301	2,848	3,149	*43
*44	The Lone Star Convention Center	470	2,744	3,214	*44
*50	Far Hills Utility District Building	42	889	931	*50
51	Central Library	669	2,216	2,885	51
*56	The Woodlands Emergency Training Center	1	30	31	*56
*60	Montgomery County Juvenile Facility	214	2,070	2,284	*60
73	City of Conroe, Dean Towery Service Center	187	1,995	2,182	73
*75	Windsor Hills Homeowners' Association Club House	572	2,508	3,080	*75
77	April Sound Church	432	4,036	4,468	77
*85	Northridge Baptist Church		3	3	*85
*86	Living Branch Church	211	1,633	1,844	*86
*90	The Palm Community Building	1	5	6	*90
*98	KC Event Center	253	366	619	*98
*102	John V. Peet Junior High School	356	3,914	4,270	*102
*105	Lone Star Community Center			0	*105
*108	KC Event Center	97	282	379	*108
109	City of Conroe Westside Recreation Center	210	2,540	2,750	109
110	Bonnie Wilkinson Elementary School	237	2,933	3,170	110
*112	Lake Creek High School	8	331	339	*112
		7,563	53,681	61,244	33

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Montgomery County Elections

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City of Cut and Shoot					
PCT	Polling Location	Suspense	Active	Total	PCT
*17	First Baptist Church Groceville	46	685	731	*17
*55	Stephen F. Austin Elementary School	13	98	111	*55
*60	Montgomery County Juvenile Facility		4	4	*60
		59	787	846	3

City of Houston					
PCT	Polling Location	Suspense	Active	Total	PCT
*32	W. D. Wilkerson Intermediate School			0	*32
*35	Oak Ridge North Municipal Building	112	171	283	*35
*37	Friendship United Methodist Church	1	2	3	*37
*46	Spring Creek Greenway Nature Center			0	*46
*47	South Montgomery County Fire Station #4	5	2	7	*47
*67	Lamar Elementary School		4	4	*67
*68	Knights of Columbus Hall		1	1	*68
82	Bens Branch Elementary School			0	82
*84	South Montgomery County Fire Station #1	185	372	557	*84
*88	Ann K. Snyder Elementary School		1	1	*88
*94	Lone Star College - Kingwood, Performing Arts Center	419	1,204	1,623	*94
*95	Kings Manor Elementary School	339	879	1,218	*95
*103	C. D. York Junior High School		15	15	*103
		1,061	2,651	3,712	13

City of Magnolia					
PCT	Polling Location	Suspense	Active	Total	PCT
*18	Magnolia Community Center	180	2,336	2,516	*18
*29	West Montgomery County Community Development Center	6	72	78	*29
*30	Magnolia High School			0	*30
*91	Magnolia West High School	7	10	17	*91
*97	Magnolia Event Center	3	102	105	*97
		196	2,520	2,716	5

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City of Montgomery					
PCT	Polling Location	Suspense	Active	Total	PCT
*09	Dobbin - Dacus Community Center			0	*09
*19	City of Montgomery City Hall	88	664	752	*19
*38	Montgomery County West Annex	7	126	133	*38
63	Walden Community Church			0	63
*105	Lone Star Community Center	71	838	909	*105
*112	Lake Creek High School	50	177	227	*112
		216	1,805	2,021	6

City of Oak Ridge North					
PCT	Polling Location	Suspense	Active	Total	PCT
*24	Emmit E. Houser Elementary School			0	*24
*35	Oak Ridge North Municipal Building	159	2,333	2,492	*35
*80	Imperial Oaks Neighborhood Center - Recreation Center			0	*80
		159	2,333	2,492	3

City of Panorama Village					
PCT	Polling Location	Suspense	Active	Total	PCT
*43	Panorama Village City Hall	166	1,879	2,045	*43
		166	1,879	2,045	1

City of Patton Village					
PCT	Polling Location	Suspense	Active	Total	PCT
*16	East Montgomery County Community Development Center	60	763	823	*16
*53	Woodbranch City Hall	6	57	63	*53
		66	820	886	2

City of Roman Forest					
PCT	Polling Location	Suspense	Active	Total	PCT
*53	Woodbranch City Hall			0	*53
*54	Peach Creek Baptist Church	121	1,599	1,720	*54
		121	1,599	1,720	2

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Montgomery County Elections

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City of Shenandoah					
PCT	Polling Location	Suspense	Active	Total	PCT
*24	Emmit E. Houser Elementary School	108	302	410	*24
*31	Shenandoah Municipal Complex	226	2,253	2,479	*31
*33	South County Community Center	5	146	151	*33
*62	Donald R. Collins Intermediate School			0	*62
		339	2,701	3,040	4

City of Splendor					
PCT	Polling Location	Suspense	Active	Total	PCT
*16	East Montgomery County Community Development Center	107	960	1,067	*16
*41	Splendor ISD Administration Building	28	208	236	*41
		135	1,168	1,303	2

City of Stagecoach					
PCT	Polling Location	Suspense	Active	Total	PCT
*28	Decker Prairie Elementary School	2	26	28	*28
*113	Decker Prairie Community Center	29	435	464	*113
		31	461	492	2

City of Willis					
PCT	Polling Location	Suspense	Active	Total	PCT
*01	Willis Community Building	240	1,377	1,617	*01
*22	Lake Conroe Hills Community Building			0	*22
*23	North Montgomery County Community Center	316	1,101	1,417	*23
*43	Panorama Village City Hall			0	*43
*50	Far Hills Utility District Building	1	25	26	*50
*57	Calvary Road Baptist Church			0	*57
*85	Northridge Baptist Church	7	102	109	*85
		564	2,605	3,169	7

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Montgomery County Elections

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City of Woodbranch Village					
PCT	Polling Location	Suspense	Active	Total	PCT
*53	Woodbranch City Hall	92	774	866	*53
*54	Peach Creek Baptist Church	31	218	249	*54
		123	992	1,115	2

The Woodlands Township					
PCT	Polling Location	Suspense	Active	Total	PCT
*03	The Woodlands High School Ninth Grade Campus	366	2,405	2,771	*03
04	McCullough Junior High School - Nancy Bock Center for Performing Arts	290	1,672	1,962	04
*06	Joel L. Deretchin Elementary School	516	3,774	4,290	*06
*31	Shenandoah Municipal Complex	312	1,765	2,077	*31
*32	W. D. Wilkerson Intermediate School	487	2,393	2,880	*32
*33	South County Community Center	846	3,496	4,342	*33
*45	Timber Lakes/Timber Ridge Pavilion	132	1,025	1,157	*45
48	Sally K. Ride Elementary School	217	2,191	2,408	48
49	David Elementary School	200	2,113	2,313	49
*56	The Woodlands Emergency Training Center	300	2,598	2,898	*56
58	Lone Star College System	199	2,302	2,501	58
59	Colin L. Powell Elementary School	144	1,557	1,701	59
*61	George and Cynthia Woods Mitchell Library	516	4,502	5,018	*61
*62	Donald R. Collins Intermediate School	207	2,163	2,370	*62
*67	Lamar Elementary School	328	2,488	2,816	*67
*69	Barbara Pierce Bush Elementary School	407	3,892	4,299	*69
70	The Woodlands Recreation Center at Bear Branch Park	253	2,518	2,771	70
*71	Don A. Buckalew Elementary School	556	4,136	4,692	*71
*74	Cedric C. Smith Elementary School		1	1	*74
*75	Windsor Hills Homeowners' Association Club House	300	1,305	1,605	*75
78	Roger L. Galatas Elementary School	536	4,711	5,247	78
*79	Glen Loch Elementary School	262	1,828	2,090	*79
*81	George P. Mitchell Intermediate School	477	2,795	3,272	*81
*84	South Montgomery County Fire Station #1	265	1,301	1,566	*84
*98	KC Event Center	170	1,592	1,762	*98
*101	Coulson Tough Flex School Grades K-6	259	1,880	2,139	*101
		8,545	62,403	70,948	26

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Montgomery County Elections

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Town of Woodloch					
PCT	Polling Location	Suspense	Active	Total	PCT
*25	Grangerland Community Center			0	*25
*96	Gerald D. Irons, Sr. Junior High School	9	107	116	*96
		9	107	116	2

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Montgomery County Elections

Exhibit B

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Emergency Services District

Emergency Services District 02					
PCT	Polling Location	Suspense	Active	Total	PCT
05	Long Street Community Center	17	327	344	05
*09	Dobbin - Dacus Community Center	170	1,977	2,147	*09
19	City of Montgomery City Hall	351	4,164	4,515	19
*30	Magnolia High School	24	289	313	*30
*38	Montgomery County West Annex	419	3,812	4,231	*38
*39	Oak Hills Junior High School	81	1,104	1,185	*39
63	Walden Community Church	465	4,380	4,845	63
72	Bentwater Yacht Club	325	4,322	4,647	72
*105	Lone Star Community Center	302	3,733	4,035	*105
*112	Lake Creek High School	156	1,592	1,748	*112
		2,310	25,700	28,010	10

Emergency Services District 03					
PCT	Polling Location	Suspense	Active	Total	PCT
*11	Lake Conroe Forest Community Building	193	1,075	1,268	*11
*39	Oak Hills Junior High School	132	2,154	2,286	*39
*86	Living Branch Church	89	1,191	1,280	*86
*89	Bear Branch Elementary School	3	15	18	*89
*90	The Palm Community Building	300	4,603	4,903	*90
99	Jean E. Stewart Elementary School	330	3,871	4,201	99
106	Montgomery County ESD #3 Administration and Training Facility	309	3,901	4,210	106
*112	Lake Creek High School	100	1,048	1,148	*112
		1,456	17,858	19,314	8

Emergency Services District 04					
PCT	Polling Location	Suspense	Active	Total	PCT
*24	Emmit E. Houser Elementary School	152	906	1,058	*24
*31	Shenandoah Municipal Complex	202	2,108	2,310	*31
*34	Needham Fire and Rescue Station 64	226	2,381	2,607	*34
*56	The Woodlands Emergency Training Center	283	2,458	2,741	*56
*75	Windsor Hills Homeowners' Association Club House	7	96	103	*75
*76	Westwood Landowners' Association Building	49	656	705	*76
96	Gerald D. Irons, Sr. Junior High School	549	5,143	5,692	96
*98	KC Event Center			0	*98
104	Foster's Ridge Club House	199	2,268	2,467	104
*108	KC Event Center	317	2,657	2,974	*108

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1,984	18,673	20,657	10
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Emergency Services District 06					
PCT	Polling Location	Suspense	Active	Total	PCT
14	Robert L. Crippen Elementary School	243	4,695	4,938	14
*26	East Montgomery County Fair Association Building	196	2,249	2,445	*26
*37	Friendship United Methodist Church	394	3,522	3,916	*37
*52	New Caney Central Administration Office	322	3,483	3,805	*52
*64	Whispering Pines Baptist Church	11	162	173	*64
82	Bens Branch Elementary School	278	3,887	4,165	82
93	Valley Ranch Elementary School	492	4,647	5,139	93
*94	Lone Star College - Kingwood, Performing Arts Center	199	3,057	3,256	*94
*95	Kings Manor Elementary School	366	2,967	3,333	*95
		2,501	28,669	31,170	9

Emergency Services District 07					
PCT	Polling Location	Suspense	Active	Total	PCT
07	New Caney Elementary School	203	2,141	2,344	07
*12	Security Community Center	32	385	417	*12
*16	East Montgomery County Community Development Center	350	3,754	4,104	*16
*26	East Montgomery County Fair Association Building	284	2,240	2,524	*26
*36	Allendale Baptist Church	37	302	339	*36
*41	Splendora ISD Administration Building	304	4,705	5,009	*41
*42	Veterans Memorial Intermediate	41	418	459	*42
*52	New Caney Central Administration Office	141	863	1,004	*52
53	Woodbranch City Hall	328	5,508	5,836	53
54	Peach Creek Baptist Church	378	4,072	4,450	54
*64	Whispering Pines Baptist Church	197	1,858	2,055	*64
*111	Ben Milam Elementary School	5	28	33	*111
		2,300	26,274	28,574	12

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Emergency Services District 08					
PCT	Polling Location	Suspense	Active	Total	PCT
*24	Emmit E. Houser Elementary School	204	2,266	2,470	*24
*32	W. D. Wilkerson Intermediate School	41	82	123	*32
*33	South County Community Center			0	*33
*35	Oak Ridge North Municipal Building	660	4,795	5,455	*35
46	Spring Creek Greenway Nature Center	371	4,140	4,511	46
47	South Montgomery County Fire Station #4	330	2,636	2,966	47
*67	Lamar Elementary School	1	9	10	*67
68	Knights of Columbus Hall	441	4,874	5,315	68
80	Imperial Oaks Neighborhood Center - Recreation Center	390	4,547	4,937	80
*84	South Montgomery County Fire Station #1	555	1,629	2,184	*84
87	Birnam Woods Elementary School	426	5,068	5,494	87
*88	Ann K. Snyder Elementary School	454	4,662	5,116	*88
92	George C. Kaufman III Elementary School	540	4,822	5,362	92
100	Grand Oaks High School	458	5,183	5,641	100
103	C. D. York Junior High School	592	4,106	4,698	103
		5,463	48,819	54,282	15

Emergency Services District 09					
PCT	Polling Location	Suspense	Active	Total	PCT
*02	Conroe Seventh-Day Adventist Church	1	9	10	*02
*12	Security Community Center	38	726	764	*12
*15	Cornerstone Church	295	2,990	3,285	*15
*25	Grangerland Community Center	232	1,852	2,084	*25
*36	Allendale Baptist Church	359	4,791	5,150	*36
*42	Veterans Memorial Intermediate	35	462	497	*42
*55	Stephen F. Austin Elementary School	57	556	613	*55
*64	Whispering Pines Baptist Church	7	65	72	*64
*111	Ben Milam Elementary School	180	2,311	2,491	*111
		1,204	13,762	14,966	9

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Emergency Services District 10					
PCT	Polling Location	Suspense	Active	Total	PCT
*03	The Woodlands High School Ninth Grade Campus	127	2,010	2,137	*03
*06	Joel L. Deretchin Elementary School			0	*06
*09	Dobbin - Dacus Community Center			0	*09
13	High Meadow Ranch Golf Club	149	2,351	2,500	13
18	Magnolia Community Center	343	4,863	5,206	18
28	Decker Prairie Elementary School	327	4,322	4,649	28
29	West Montgomery County Community Development Center	335	4,674	5,009	29
*30	Magnolia High School	261	4,628	4,889	*30
*34	Needham Fire and Rescue Station 64	38	468	506	*34
*61	George and Cynthia Woods Mitchell Library			0	*61
65	J. L. Lyon Elementary School	340	4,782	5,122	65
66	Outback Western Wear Event Hall	389	4,638	5,027	66
*69	Barbara Pierce Bush Elementary School			0	*69
*71	Don A. Buckalew Elementary School	54	143	197	*71
74	Cedric C. Smith Elementary School	330	2,476	2,806	74
*76	Westwood Landowners' Association Building	399	3,781	4,180	*76
*81	George P. Mitchell Intermediate School	65	1,222	1,287	*81
*89	Bear Branch Elementary School	392	3,992	4,384	*89
91	Magnolia West High School	436	4,899	5,335	91
97	Magnolia Event Center	335	4,481	4,816	97
*101	Coulson Tough Flex School Grades K-6	149	590	739	*101
107	George P. Mitchell Intermediate School	17	36	53	107
113	Decker Prairie Community Center	270	4,288	4,558	113
		4,756	58,644	63,400	23

Emergency Services District 14					
PCT	Polling Location	Suspense	Active	Total	PCT
*32	W. D. Wilkerson Intermediate School	10	119	129	*32
*45	Timber Lakes/Timber Ridge Pavilion	313	1,667	1,980	*45
*79	Glen Loch Elementary School	20	173	193	*79
*84	South Montgomery County Fire Station #1	355	793	1,148	*84
		698	2,752	3,450	4

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Montgomery County ESD 1					
PCT	Polling Location	Suspense	Active	Total	PCT
*01	Willis Community Building	295	2,096	2,391	*01
08	Browder Community Center	255	3,689	3,944	08
*12	Security Community Center	172	1,886	2,058	*12
*17	First Baptist Church Groceville	329	4,835	5,164	*17
*21	Conroe High School Ninth Grade Campus	1	12	13	*21
22	Lake Conroe Hills Community Building	423	4,241	4,664	22
23	North Montgomery County Community Center	630	4,627	5,257	23
*40	Harold Cryar Intermediate School		2	2	*40
*41	Splendora ISD Administration Building		3	3	*41
*43	Panorama Village City Hall	166	1,880	2,046	*43
*50	Far Hills Utility District Building	341	3,985	4,326	*50
*55	Stephen F. Austin Elementary School	106	1,127	1,233	*55
57	Calvary Road Baptist Church	280	3,177	3,457	57
*60	Montgomery County Juvenile Facility	22	343	365	*60
83	Security Community Center	124	2,041	2,165	83
*85	Northridge Baptist Church	355	3,714	4,069	*85
*102	John V. Peet Junior High School	81	955	1,036	*102
*111	Ben Milam Elementary School	2		2	*111
		3,582	38,613	42,195	18

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Improvement District

East Montgomery County Improvement District					
PCT	Polling Location	Suspense	Active	Total	PCT
*07	New Caney Elementary School	159	1,683	1,842	*07
*12	Security Community Center	50	653	703	*12
*14	Robert L. Crippen Elementary School	243	4,695	4,938	*14
16	East Montgomery County Community Development Center	398	4,393	4,791	16
*26	East Montgomery County Fair Association Building	458	4,189	4,647	*26
*36	Allendale Baptist Church			0	*36
*37	Friendship United Methodist Church	394	3,522	3,916	*37
*41	Splendora ISD Administration Building	312	4,846	5,158	*41
52	New Caney Central Administration Office	463	4,346	4,809	52
53	Woodbranch City Hall	328	5,508	5,836	53
*54	Peach Creek Baptist Church	378	4,069	4,447	*54
*64	Whispering Pines Baptist Church	2	80	82	*64
82	Bens Branch Elementary School	278	3,887	4,165	82
93	Valley Ranch Elementary School	492	4,647	5,139	93
*94	Lone Star College - Kingwood, Performing Arts Center	199	3,057	3,256	*94
*95	Kings Manor Elementary School	366	2,967	3,333	*95
		4,520	52,542	57,062	16

Lazy River Improvement District					
PCT	Polling Location	Suspense	Active	Total	PCT
*56	The Woodlands Emergency Training Center	53	374	427	*56
		53	374	427	1

Montgomery County Water Control and Improvement District No. 01					
PCT	Polling Location	Suspense	Active	Total	PCT
*32	W. D. Wilkerson Intermediate School	5	45	50	*32
*45	Timber Lakes/Timber Ridge Pavilion	314	1,723	2,037	*45
*79	Glen Loch Elementary School	20	173	193	*79
*84	South Montgomery County Fire Station #1	60	196	256	*84
		399	2,137	2,536	4

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Montgomery County Water Control and Improvement District No. 04					
PCT	Polling Location	Suspense	Active	Total	PCT
*18	Magnolia Community Center	9	530	539	*18
		9	530	539	1

Montgomery County Water Control and Improvement District No. 205					
PCT	Polling Location	Suspense	Active	Total	PCT
*88	Ann K. Snyder Elementary School			0	*88
				0	1

Shenandoah Municipal Development District					
PCT	Polling Location	Suspense	Active	Total	PCT
*24	Emmit E. Houser Elementary School	133	598	731	*24
*31	Shenandoah Municipal Complex	244	2,471	2,715	*31
*33	South County Community Center	5	146	151	*33
*62	Donald R. Collins Intermediate School	81	376	457	*62
		463	3,591	4,054	4

Westwood Magnolia Parkway Improvement District					
PCT	Polling Location	Suspense	Active	Total	PCT
*71	Don A. Buckalew Elementary School	54	143	197	*71
*76	Westwood Landowners' Association Building	11	5	16	*76
*81	George P. Mitchell Intermediate School			0	*81
*89	Bear Branch Elementary School	1	31	32	*89
*107	George P. Mitchell Intermediate School	11		11	*107
		77	179	256	5

Wood Trace Water Control and Improvement District					
PCT	Polling Location	Suspense	Active	Total	PCT
*66	Outback Western Wear Event Hall			0	*66
				0	1

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College District

Lone Star College System					
PCT	Polling Location	Suspense	Active	Total	PCT
01	Willis Community Building	410	3,660	4,070	01
02	Conroe Seventh-Day Adventist Church	305	3,505	3,810	02
03	The Woodlands High School Ninth Grade Campus	493	4,415	4,908	03
04	McCullough Junior High School - Nancy Bock Center for Performing Arts	290	1,672	1,962	04
06	Joel L. Deretchin Elementary School	516	3,774	4,290	06
07	New Caney Elementary School	203	2,141	2,344	07
08	Browder Community Center	255	3,689	3,944	08
*09	Dobbin - Dacus Community Center			0	*09
10	Booker T. Washington High School	283	2,612	2,895	10
12	Security Community Center	242	2,997	3,239	12
13	High Meadow Ranch Golf Club	149	2,351	2,500	13
14	Robert L. Crippen Elementary School	243	4,695	4,938	14
15	Cornerstone Church	335	3,642	3,977	15
16	East Montgomery County Community Development Center	398	4,393	4,791	16
17	First Baptist Church Groceville	329	4,835	5,164	17
18	Magnolia Community Center	343	4,863	5,206	18
20	Travis Intermediate School	219	2,135	2,354	20
21	Conroe High School Ninth Grade Campus	976	3,272	4,248	21
22	Lake Conroe Hills Community Building	423	4,241	4,664	22
23	North Montgomery County Community Center	630	4,627	5,257	23
24	Emmit E. Houser Elementary School	356	3,172	3,528	24
25	Grangerland Community Center	238	2,011	2,249	25
26	East Montgomery County Fair Association Building	480	4,489	4,969	26
27	Rivershire Club House	482	2,176	2,658	27
28	Decker Prairie Elementary School	327	4,322	4,649	28
29	West Montgomery County Community Development Center	335	4,674	5,009	29
*30	Magnolia High School	261	4,628	4,889	*30
31	Shenandoah Municipal Complex	576	4,472	5,048	31
32	W. D. Wilkerson Intermediate School	538	2,594	3,132	32
33	South County Community Center	851	3,642	4,493	33
34	Needham Fire and Rescue Station 64	264	2,849	3,113	34
35	Oak Ridge North Municipal Building	660	4,795	5,455	35
36	Allendale Baptist Church	396	5,093	5,489	36
37	Friendship United Methodist Church	395	3,524	3,919	37
40	Harold Cryar Intermediate School	747	4,756	5,503	40
*41	Splendora ISD Administration Building	312	4,846	5,158	*41
42	Veterans Memorial Intermediate	76	880	956	42
43	Panorama Village City Hall	467	4,728	5,195	43
44	The Lone Star Convention Center	470	2,749	3,219	44
45	Timber Lakes/Timber Ridge Pavilion	445	2,692	3,137	45
46	Spring Creek Greenway Nature Center	371	4,140	4,511	46

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47	South Montgomery County Fire Station #4	330	2,636	2,966	47
48	Sally K. Ride Elementary School	217	2,191	2,408	48
49	David Elementary School	200	2,113	2,313	49
50	Far Hills Utility District Building	383	4,874	5,257	50
51	Central Library	669	2,216	2,885	51
52	New Caney Central Administration Office	463	4,346	4,809	52
53	Woodbranch City Hall	328	5,508	5,836	53
54	Peach Creek Baptist Church	378	4,072	4,450	54
55	Stephen F. Austin Elementary School	163	1,683	1,846	55
56	The Woodlands Emergency Training Center	584	5,086	5,670	56
57	Calvary Road Baptist Church	280	3,177	3,457	57
58	Lone Star College System	199	2,302	2,501	58
59	Colin L. Powell Elementary School	144	1,557	1,701	59
60	Montgomery County Juvenile Facility	245	2,527	2,772	60
61	George and Cynthia Woods Mitchell Library	516	4,502	5,018	61
62	Donald R. Collins Intermediate School	288	2,539	2,827	62
64	Whispering Pines Baptist Church	215	2,085	2,300	64
65	J. L. Lyon Elementary School	340	4,782	5,122	65
66	Outback Western Wear Event Hall	389	4,638	5,027	66
67	Lamar Elementary School	329	2,497	2,826	67
68	Knights of Columbus Hall	441	4,874	5,315	68
69	Barbara Pierce Bush Elementary School	407	3,892	4,299	69
70	The Woodlands Recreation Center at Bear Branch Park	253	2,518	2,771	70
71	Don A. Buckalew Elementary School	610	4,279	4,889	71
73	City of Conroe, Dean Towery Service Center	187	1,995	2,182	73
74	Cedric C. Smith Elementary School	330	2,476	2,806	74
75	Windsor Hills Homeowners' Association Club House	879	3,909	4,788	75
*76	Westwood Landowners' Association Building	426	4,012	4,438	*76
*77	April Sound Church	6	50	56	*77
78	Roger L. Galatas Elementary School	536	4,711	5,247	78
79	Glen Loch Elementary School	282	2,001	2,283	79
80	Imperial Oaks Neighborhood Center - Recreation Center	390	4,547	4,937	80
81	George P. Mitchell Intermediate School	542	4,017	4,559	81
82	Bens Branch Elementary School	278	3,887	4,165	82
83	Security Community Center	124	2,041	2,165	83
84	South Montgomery County Fire Station #1	1,175	3,723	4,898	84
85	Northridge Baptist Church	355	3,717	4,072	85
86	Living Branch Church	300	2,824	3,124	86
87	Birnam Woods Elementary School	426	5,068	5,494	87
88	Ann K. Snyder Elementary School	454	4,662	5,116	88
*89	Bear Branch Elementary School	392	3,992	4,384	*89
*90	The Palm Community Building	182	3,200	3,382	*90
91	Magnolia West High School	436	4,899	5,335	91
92	George C. Kaufman III Elementary School	540	4,822	5,362	92
93	Valley Ranch Elementary School	492	4,647	5,139	93
94	Lone Star College - Kingwood, Performing Arts Center	618	4,261	4,879	94
95	Kings Manor Elementary School	705	3,846	4,551	95

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96	Gerald D. Irons, Sr. Junior High School	549	5,143	5,692	96
97	Magnolia Event Center	335	4,481	4,816	97
98	KC Event Center	423	1,958	2,381	98
*99	Jean E. Stewart Elementary School	327	3,757	4,084	*99
100	Grand Oaks High School	458	5,183	5,641	100
101	Coulson Tough Flex School Grades K-6	408	2,470	2,878	101
*102	John V. Peet Junior High School	437	4,869	5,306	*102
103	C. D. York Junior High School	592	4,106	4,698	103
104	Foster's Ridge Club House	199	2,268	2,467	104
*106	Montgomery County ESD #3 Administration and Training Facility	110	1,275	1,385	*106
107	George P. Mitchell Intermediate School	17	36	53	107
108	KC Event Center	414	2,939	3,353	108
109	City of Conroe Westside Recreation Center	210	2,540	2,750	109
110	Bonnie Wilkinson Elementary School	237	2,933	3,170	110
111	Ben Milam Elementary School	187	2,339	2,526	111
*112	Lake Creek High School	1	23	24	*112
113	Decker Prairie Community Center	270	4,288	4,558	113
		39,689	359,560	399,249	105

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Municipal Utility District

Airport Road Municipal Utility District					
PCT	Polling Location	Suspense	Active	Total	PCT
*17	First Baptist Church Groceville		2	2	*17
*85	Northridge Baptist Church			0	*85
			2	2	2

Blaketree Municipal Utility District No. 01					
PCT	Polling Location	Suspense	Active	Total	PCT
*09	Dobbin - Dacus Community Center	2	21	23	*09
*91	Magnolia West High School	5	32	37	*91
		7	53	60	2

Chateau Woods Municipal Utility District					
PCT	Polling Location	Suspense	Active	Total	PCT
*24	Emmit E. Houser Elementary School	118	1,113	1,231	*24
*35	Oak Ridge North Municipal Building	1	1	2	*35
		119	1,114	1,233	2

Cleveland Municipal Utility District No. 1					
PCT	Polling Location	Suspense	Active	Total	PCT
*41	Splendor ISD Administration Building	14	190	204	*41
		14	190	204	1

Clovercreek Municipal Utility District					
PCT	Polling Location	Suspense	Active	Total	PCT
*29	West Montgomery County Community Development Center	35	522	557	*29
		35	522	557	1

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Conroe Municipal Utility District No. 01					
PCT	Polling Location	Suspense	Active	Total	PCT
*02	Conroe Seventh-Day Adventist Church	24	438	462	*02
*25	Grangerland Community Center	6	141	147	*25
*110	Bonnie Wilkinson Elementary School	70	974	1,044	*110
		100	1,553	1,653	3

Corinthian Point Municipal Utility District No. 2					
PCT	Polling Location	Suspense	Active	Total	PCT
*57	Calvary Road Baptist Church	46	549	595	*57
		46	549	595	1

Decker Prairie Municipal Utility District					
PCT	Polling Location	Suspense	Active	Total	PCT
*28	Decker Prairie Elementary School		275	275	*28
			275	275	1

East Montgomery County Municipal Utility District No. 01					
PCT	Polling Location	Suspense	Active	Total	PCT
*54	Peach Creek Baptist Church	31	217	248	*54
		31	217	248	1

East Montgomery County Municipal Utility District No. 03					
PCT	Polling Location	Suspense	Active	Total	PCT
*26	East Montgomery County Fair Association Building	43	884	927	*26
		43	884	927	1

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East Montgomery County Municipal Utility District No. 04					
PCT	Polling Location	Suspense	Active	Total	PCT
*07	New Caney Elementary School	14	21	35	*07
*41	Splendora ISD Administration Building			0	*41
*53	Woodbranch City Hall	9	308	317	*53
		23	329	352	3

East Montgomery County Municipal Utility District No. 05					
PCT	Polling Location	Suspense	Active	Total	PCT
*07	New Caney Elementary School		98	98	*07
			98	98	1

East Montgomery County Municipal Utility District No. 06					
PCT	Polling Location	Suspense	Active	Total	PCT
*53	Woodbranch City Hall	115	2,026	2,141	*53
		115	2,026	2,141	1

East Montgomery County Municipal Utility District No. 07					
PCT	Polling Location	Suspense	Active	Total	PCT
*53	Woodbranch City Hall	46	1,482	1,528	*53
		46	1,482	1,528	1

East Montgomery County Municipal Utility District No. 09					
PCT	Polling Location	Suspense	Active	Total	PCT
*41	Splendora ISD Administration Building			0	*41
				0	1

East Montgomery County Municipal Utility District No. 12					
PCT	Polling Location	Suspense	Active	Total	PCT
*41	Splendora ISD Administration Building	20	893	913	*41
		20	893	913	1

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East Montgomery County Municipal Utility District No. 13					
PCT	Polling Location	Suspense	Active	Total	PCT
*41	Splendor ISD Administration Building			0	*41
				0	1

East Montgomery County Municipal Utility District No. 13A					
PCT	Polling Location	Suspense	Active	Total	PCT
*41	Splendor ISD Administration Building			0	*41
				0	1

East Montgomery County Municipal Utility District No. 14					
PCT	Polling Location	Suspense	Active	Total	PCT
*41	Splendor ISD Administration Building	2	152	154	*41
		2	152	154	1

East Plantation Utility District					
PCT	Polling Location	Suspense	Active	Total	PCT
*15	Cornerstone Church	85	1,168	1,253	*15
		85	1,168	1,253	1

Far Hills Utility District					
PCT	Polling Location	Suspense	Active	Total	PCT
*50	Far Hills Utility District Building	105	1,125	1,230	*50
		105	1,125	1,230	1

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Grand Oaks Municipal Utility District					
PCT	Polling Location	Suspense	Active	Total	PCT
*29	West Montgomery County Community Development Center	117	884	1,001	*29
		117	884	1,001	1

Harris-Montgomery Counties Municipal Utility District 386					
PCT	Polling Location	Suspense	Active	Total	PCT
*03	The Woodlands High School Ninth Grade Campus	197	1,263	1,460	*03
		197	1,263	1,460	1

Kings Manor Municipal Utility District					
PCT	Polling Location	Suspense	Active	Total	PCT
*95	Kings Manor Elementary School	239	1,471	1,710	*95
		239	1,471	1,710	1

Lake Conroe Hills Municipal Utility District					
PCT	Polling Location	Suspense	Active	Total	PCT
*22	Lake Conroe Hills Community Building	118	1,004	1,122	*22
*50	Far Hills Utility District Building	11	277	288	*50
		129	1,281	1,410	2

Magnolia East Municipal Utility District					
PCT	Polling Location	Suspense	Active	Total	PCT
*18	Magnolia Community Center	1	29	30	*18
		1	29	30	1

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Magnolia Woods Municipal Utility District No. 1					
PCT	Polling Location	Suspense	Active	Total	PCT
*91	Magnolia West High School			0	*91
				0	1

Magnolia Woods Municipal Utility District No. 2					
PCT	Polling Location	Suspense	Active	Total	PCT
*91	Magnolia West High School		2	2	*91
			2	2	1

Montgomery County Freshwater Supply District No. 06					
PCT	Polling Location	Suspense	Active	Total	PCT
*50	Far Hills Utility District Building	21	232	253	*50
		21	232	253	1

Montgomery County Municipal Utility District 006					
PCT	Polling Location	Suspense	Active	Total	PCT
*32	W. D. Wilkerson Intermediate School	455	2,226	2,681	*32
*33	South County Community Center	67	464	531	*33
*67	Lamar Elementary School	56	374	430	*67
		578	3,064	3,642	3

Montgomery County Municipal Utility District 007					
PCT	Polling Location	Suspense	Active	Total	PCT
*04	McCullough Junior High School - Nancy Bock Center for Performing Arts	183	996	1,179	*04
*48	Sally K. Ride Elementary School	9	160	169	*48
*59	Colin L. Powell Elementary School	27	216	243	*59
*61	George and Cynthia Woods Mitchell Library	35	266	301	*61
*62	Donald R. Collins Intermediate School	34	521	555	*62
*70	The Woodlands Recreation Center at Bear Branch Park	202	1,969	2,171	*70
*79	Glen Loch Elementary School	262	1,828	2,090	*79
		752	5,956	6,708	7

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Montgomery County Municipal Utility District 008					
PCT	Polling Location	Suspense	Active	Total	PCT
*63	Walden Community Church	291	2,617	2,908	*63
*105	Lone Star Community Center	7	101	108	*105
		298	2,718	3,016	2

Montgomery County Municipal Utility District 009					
PCT	Polling Location	Suspense	Active	Total	PCT
*63	Walden Community Church	166	1,649	1,815	*63
*105	Lone Star Community Center	149	1,708	1,857	*105
		315	3,357	3,672	2

Montgomery County Municipal Utility District 015					
PCT	Polling Location	Suspense	Active	Total	PCT
*56	The Woodlands Emergency Training Center	30	351	381	*56
*96	Gerald D. Irons, Sr. Junior High School	396	3,469	3,865	*96
		426	3,820	4,246	2

Montgomery County Municipal Utility District 016					
PCT	Polling Location	Suspense	Active	Total	PCT
*16	East Montgomery County Community Development Center	31	407	438	*16
		31	407	438	1

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Montgomery County Municipal Utility District 018					
PCT	Polling Location	Suspense	Active	Total	PCT
*72	Bentwater Yacht Club	319	4,248	4,567	*72
		319	4,248	4,567	1

Montgomery County Municipal Utility District 019					
PCT	Polling Location	Suspense	Active	Total	PCT
*84	South Montgomery County Fire Station #1	310	862	1,172	*84
		310	862	1,172	1

Montgomery County Municipal Utility District 024					
PCT	Polling Location	Suspense	Active	Total	PCT
*52	New Caney Central Administration Office	73	905	978	*52
		73	905	978	1

Montgomery County Municipal Utility District 036					
PCT	Polling Location	Suspense	Active	Total	PCT
*33	South County Community Center	137	977	1,114	*33
*67	Lamar Elementary School	272	2,114	2,386	*67
		409	3,091	3,500	2

Montgomery County Municipal Utility District 039					
PCT	Polling Location	Suspense	Active	Total	PCT
*56	The Woodlands Emergency Training Center	300	2,598	2,898	*56
		300	2,598	2,898	1

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Montgomery County Municipal Utility District 042					
PCT	Polling Location	Suspense	Active	Total	PCT
*102	John V. Peet Junior High School	80	804	884	*102
		80	804	884	1

Montgomery County Municipal Utility District 046					
PCT	Polling Location	Suspense	Active	Total	PCT
*03	The Woodlands High School Ninth Grade Campus	169	1,142	1,311	*03
*06	Joel L. Deretchin Elementary School	516	3,774	4,290	*06
*32	W. D. Wilkerson Intermediate School	32	165	197	*32
*45	Timber Lakes/Timber Ridge Pavilion	62	433	495	*45
*69	Barbara Pierce Bush Elementary School	94	708	802	*69
*78	Roger L. Galatas Elementary School	339	2,860	3,199	*78
*84	South Montgomery County Fire Station #1	148	1,075	1,223	*84
*98	KC Event Center	170	1,592	1,762	*98
*101	Coulson Tough Flex School Grades K-6	259	1,880	2,139	*101
		1,789	13,629	15,418	9

Montgomery County Municipal Utility District 047					
PCT	Polling Location	Suspense	Active	Total	PCT
*49	David Elementary School	125	1,429	1,554	*49
*58	Lone Star College System	182	2,061	2,243	*58
*62	Donald R. Collins Intermediate School	17	179	196	*62
*69	Barbara Pierce Bush Elementary School	297	2,921	3,218	*69
*71	Don A. Buckalew Elementary School	556	4,136	4,692	*71
*81	George P. Mitchell Intermediate School	477	2,795	3,272	*81
		1,654	13,521	15,175	6

Montgomery County Municipal Utility District 056					
PCT	Polling Location	Suspense	Active	Total	PCT
*14	Robert L. Crippen Elementary School	47	645	692	*14
		47	645	692	1

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Montgomery County Municipal Utility District 060					
PCT	Polling Location	Suspense	Active	Total	PCT
*31	Shenandoah Municipal Complex	73	627	700	*31
*33	South County Community Center	141	762	903	*33
*49	David Elementary School	75	684	759	*49
*58	Lone Star College System	17	241	258	*58
*61	George and Cynthia Woods Mitchell Library	481	4,236	4,717	*61
*78	Roger L. Galatas Elementary School	127	1,230	1,357	*78
		914	7,780	8,694	6

Montgomery County Municipal Utility District 067					
PCT	Polling Location	Suspense	Active	Total	PCT
*31	Shenandoah Municipal Complex	135	918	1,053	*31
*33	South County Community Center	227	698	925	*33
*59	Colin L. Powell Elementary School	117	1,341	1,458	*59
*69	Barbara Pierce Bush Elementary School	16	263	279	*69
*70	The Woodlands Recreation Center at Bear Branch Park	51	549	600	*70
*75	Windsor Hills Homeowners' Association Club House	139	989	1,128	*75
*78	Roger L. Galatas Elementary School	66	605	671	*78
		751	5,363	6,114	7

Montgomery County Municipal Utility District 083					
PCT	Polling Location	Suspense	Active	Total	PCT
*82	Bens Branch Elementary School	20	246	266	*82
*94	Lone Star College - Kingwood, Performing Arts Center	75	1,139	1,214	*94
		95	1,385	1,480	2

Montgomery County Municipal Utility District 084					
PCT	Polling Location	Suspense	Active	Total	PCT
*82	Bens Branch Elementary School	94	1,462	1,556	*82
*94	Lone Star College - Kingwood, Performing Arts Center	12	151	163	*94
		106	1,613	1,719	2

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Montgomery County Municipal Utility District 088					
PCT	Polling Location	Suspense	Active	Total	PCT
*88	Ann K. Snyder Elementary School	71	666	737	*88
*92	George C. Kaufman III Elementary School	181	1,052	1,233	*92
		252	1,718	1,970	2

Montgomery County Municipal Utility District 089					
PCT	Polling Location	Suspense	Active	Total	PCT
*47	South Montgomery County Fire Station #4	14	113	127	*47
*92	George C. Kaufman III Elementary School	267	2,764	3,031	*92
		281	2,877	3,158	2

Montgomery County Municipal Utility District 090					
PCT	Polling Location	Suspense	Active	Total	PCT
*27	Rivershire Club House			0	*27
*110	Bonnie Wilkinson Elementary School	119	1,300	1,419	*110
		119	1,300	1,419	2

Montgomery County Municipal Utility District 092					
PCT	Polling Location	Suspense	Active	Total	PCT
*02	Conroe Seventh-Day Adventist Church	104	1,423	1,527	*02
*60	Montgomery County Juvenile Facility	23	351	374	*60
		127	1,774	1,901	2

Montgomery County Municipal Utility District 094					
PCT	Polling Location	Suspense	Active	Total	PCT
*46	Spring Creek Greenway Nature Center	218	2,503	2,721	*46
*103	C. D. York Junior High School	69	714	783	*103
		287	3,217	3,504	2

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Montgomery County Municipal Utility District 095					
PCT	Polling Location	Suspense	Active	Total	PCT
*56	The Woodlands Emergency Training Center	188	1,510	1,698	*56
*96	Gerald D. Irons, Sr. Junior High School	94	934	1,028	*96
		282	2,444	2,726	2

Montgomery County Municipal Utility District 096					
PCT	Polling Location	Suspense	Active	Total	PCT
*94	Lone Star College - Kingwood, Performing Arts Center	32	631	663	*94
		32	631	663	1

Montgomery County Municipal Utility District 098					
PCT	Polling Location	Suspense	Active	Total	PCT
*95	Kings Manor Elementary School	123	1,465	1,588	*95
		123	1,465	1,588	1

Montgomery County Municipal Utility District 099					
PCT	Polling Location	Suspense	Active	Total	PCT
*80	Imperial Oaks Neighborhood Center - Recreation Center	31	375	406	*80
*87	Birnam Woods Elementary School	101	1,328	1,429	*87
		132	1,703	1,835	2

Montgomery County Municipal Utility District 100					
PCT	Polling Location	Suspense	Active	Total	PCT
*57	Calvary Road Baptist Church		220	220	*57
			220	220	1

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Montgomery County Municipal Utility District 101					
PCT	Polling Location	Suspense	Active	Total	PCT
*57	Calvary Road Baptist Church	1		1	*57
		1		1	1

Montgomery County Municipal Utility District 105					
PCT	Polling Location	Suspense	Active	Total	PCT
*88	Ann K. Snyder Elementary School	85	860	945	*88
*100	Grand Oaks High School	88	1,081	1,169	*100
		173	1,941	2,114	2

Montgomery County Municipal Utility District 106					
PCT	Polling Location	Suspense	Active	Total	PCT
*36	Allendale Baptist Church			0	*36
				0	1

Montgomery County Municipal Utility District 107					
PCT	Polling Location	Suspense	Active	Total	PCT
*40	Harold Cryar Intermediate School	171	1,755	1,926	*40
		171	1,755	1,926	1

Montgomery County Municipal Utility District 108					
PCT	Polling Location	Suspense	Active	Total	PCT
*18	Magnolia Community Center	1		1	*18
		1		1	1

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Montgomery County Municipal Utility District 110					
PCT	Polling Location	Suspense	Active	Total	PCT
*14	Robert L. Crippen Elementary School		1	1	*14
*26	East Montgomery County Fair Association Building	5	156	161	*26
		5	157	162	2

Montgomery County Municipal Utility District 111					
PCT	Polling Location	Suspense	Active	Total	PCT
*36	Allendale Baptist Church	72	1,547	1,619	*36
		72	1,547	1,619	1

Montgomery County Municipal Utility District 112					
PCT	Polling Location	Suspense	Active	Total	PCT
*34	Needham Fire and Rescue Station 64	41	225	266	*34
*108	KC Event Center	317	2,642	2,959	*108
		358	2,867	3,225	2

Montgomery County Municipal Utility District 113					
PCT	Polling Location	Suspense	Active	Total	PCT
*90	The Palm Community Building	239	3,233	3,472	*90
*99	Jean E. Stewart Elementary School	225	1,929	2,154	*99
*106	Montgomery County ESD #3 Administration and Training Facility	183	2,019	2,202	*106
		647	7,181	7,828	3

Montgomery County Municipal Utility District 115					
PCT	Polling Location	Suspense	Active	Total	PCT
*87	Birnam Woods Elementary School	248	2,917	3,165	*87
*92	George C. Kaufman III Elementary School		26	26	*92
		248	2,943	3,191	2

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Montgomery County Municipal Utility District 116					
PCT	Polling Location	Suspense	Active	Total	PCT
*91	Magnolia West High School		2	2	*91
			2	2	1

Montgomery County Municipal Utility District 121					
PCT	Polling Location	Suspense	Active	Total	PCT
*90	The Palm Community Building	38	1,025	1,063	*90
*99	Jean E. Stewart Elementary School		73	73	*99
*106	Montgomery County ESD #3 Administration and Training Facility	15	282	297	*106
		53	1,380	1,433	3

Montgomery County Municipal Utility District 123					
PCT	Polling Location	Suspense	Active	Total	PCT
*106	Montgomery County ESD #3 Administration and Training Facility	1	1	2	*106
		1	1	2	1

Montgomery County Municipal Utility District 125					
PCT	Polling Location	Suspense	Active	Total	PCT
*30	Magnolia High School			0	*30
*91	Magnolia West High School	1		1	*91
		1		1	2

Montgomery County Municipal Utility District 126					
PCT	Polling Location	Suspense	Active	Total	PCT
*43	Panorama Village City Hall	58	593	651	*43
*102	John V. Peet Junior High School	48	762	810	*102
		106	1,355	1,461	2

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Montgomery County Municipal Utility District 127					
PCT	Polling Location	Suspense	Active	Total	PCT
*87	Birnam Woods Elementary School	77	823	900	*87
*88	Ann K. Snyder Elementary School			0	*88
*92	George C. Kaufman III Elementary School			0	*92
*100	Grand Oaks High School	13	164	177	*100
		90	987	1,077	4

Montgomery County Municipal Utility District 128A					
PCT	Polling Location	Suspense	Active	Total	PCT
*01	Willis Community Building	21	715	736	*01
*43	Panorama Village City Hall	43	751	794	*43
*50	Far Hills Utility District Building	6	390	396	*50
		70	1,856	1,926	3

Montgomery County Municipal Utility District 128B					
PCT	Polling Location	Suspense	Active	Total	PCT
*50	Far Hills Utility District Building			0	*50
				0	1

Montgomery County Municipal Utility District 129					
PCT	Polling Location	Suspense	Active	Total	PCT
*01	Willis Community Building			0	*01
*43	Panorama Village City Hall			0	*43
				0	2

Montgomery County Municipal Utility District 130					
PCT	Polling Location	Suspense	Active	Total	PCT
*18	Magnolia Community Center			0	*18
				0	1

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Montgomery County Municipal Utility District 131					
PCT	Polling Location	Suspense	Active	Total	PCT
*18	Magnolia Community Center	9	530	539	*18
		9	530	539	1

Montgomery County Municipal Utility District 132					
PCT	Polling Location	Suspense	Active	Total	PCT
*73	City of Conroe, Dean Towery Service Center	39	309	348	*73
*102	John V. Peet Junior High School	36	734	770	*102
		75	1,043	1,118	2

Montgomery County Municipal Utility District 136					
PCT	Polling Location	Suspense	Active	Total	PCT
*66	Outback Western Wear Event Hall		2	2	*66
			2	2	1

Montgomery County Municipal Utility District 137					
PCT	Polling Location	Suspense	Active	Total	PCT
*03	The Woodlands High School Ninth Grade Campus	88	1,305	1,393	*03
		88	1,305	1,393	1

Montgomery County Municipal Utility District 138					
PCT	Polling Location	Suspense	Active	Total	PCT
*75	Windsor Hills Homeowners' Association Club House	36	591	627	*75
		36	591	627	1

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Montgomery County Municipal Utility District 139					
PCT	Polling Location	Suspense	Active	Total	PCT
*76	Westwood Landowners' Association Building			0	*76
*104	Foster's Ridge Club House	196	2,210	2,406	*104
		196	2,210	2,406	2

Montgomery County Municipal Utility District 140					
PCT	Polling Location	Suspense	Active	Total	PCT
*14	Robert L. Crippen Elementary School	11	767	778	*14
		11	767	778	1

Montgomery County Municipal Utility District 141					
PCT	Polling Location	Suspense	Active	Total	PCT
*89	Bear Branch Elementary School	41	476	517	*89
		41	476	517	1

Montgomery County Municipal Utility District 142					
PCT	Polling Location	Suspense	Active	Total	PCT
*25	Grangerland Community Center		18	18	*25
*86	Living Branch Church	55	543	598	*86
		55	561	616	2

Montgomery County Municipal Utility District 144					
PCT	Polling Location	Suspense	Active	Total	PCT
*34	Needham Fire and Rescue Station 64	10	305	315	*34
		10	305	315	1

Montgomery County Municipal Utility District 145					
PCT	Polling Location	Suspense	Active	Total	PCT
*17	First Baptist Church Groceville	6	270	276	*17
		6	270	276	1

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Montgomery County Municipal Utility District 147					
PCT	Polling Location	Suspense	Active	Total	PCT
*40	Harold Cryar Intermediate School			0	*40
*102	John V. Peet Junior High School	1	80	81	*102
		1	80	81	2

Montgomery County Municipal Utility District 148					
PCT	Polling Location	Suspense	Active	Total	PCT
*02	Conroe Seventh-Day Adventist Church	36	313	349	*02
		36	313	349	1

Montgomery County Municipal Utility District 149					
PCT	Polling Location	Suspense	Active	Total	PCT
*86	Living Branch Church	1	156	157	*86
		1	156	157	1

Montgomery County Municipal Utility District 150					
PCT	Polling Location	Suspense	Active	Total	PCT
*39	Oak Hills Junior High School			0	*39
				0	1

Montgomery County Municipal Utility District 151					
PCT	Polling Location	Suspense	Active	Total	PCT
*22	Lake Conroe Hills Community Building			0	*22
				0	1

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Montgomery County Municipal Utility District 152A					
PCT	Polling Location	Suspense	Active	Total	PCT
*88	Ann K. Snyder Elementary School			0	*88
*100	Grand Oaks High School		134	134	*100
			134	134	2

Montgomery County Municipal Utility District 152B					
PCT	Polling Location	Suspense	Active	Total	PCT
*100	Grand Oaks High School			0	*100
				0	1

Montgomery County Municipal Utility District 152C					
PCT	Polling Location	Suspense	Active	Total	PCT
*100	Grand Oaks High School			0	*100
				0	1

Montgomery County Municipal Utility District 153					
PCT	Polling Location	Suspense	Active	Total	PCT
*106	Montgomery County ESD #3 Administration and Training Facility		2	2	*106
			2	2	1

Montgomery County Municipal Utility District 154A					
PCT	Polling Location	Suspense	Active	Total	PCT
*18	Magnolia Community Center		1	1	*18
			1	1	1

Montgomery County Municipal Utility District 154B					
PCT	Polling Location	Suspense	Active	Total	PCT
*18	Magnolia Community Center	1	1	2	*18
		1	1	2	1

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Montgomery County Municipal Utility District 155					
PCT	Polling Location	Suspense	Active	Total	PCT
*44	The Lone Star Convention Center			0	*44
				0	1

Montgomery County Municipal Utility District 157					
PCT	Polling Location	Suspense	Active	Total	PCT
*36	Allendale Baptist Church			0	*36
				0	1

Montgomery County Municipal Utility District 158					
PCT	Polling Location	Suspense	Active	Total	PCT
*36	Allendale Baptist Church			0	*36
*64	Whispering Pines Baptist Church			0	*64
				0	2

Montgomery County Municipal Utility District 159					
PCT	Polling Location	Suspense	Active	Total	PCT
*65	J. L. Lyon Elementary School		2	2	*65
			2	2	1

Montgomery County Municipal Utility District 160					
PCT	Polling Location	Suspense	Active	Total	PCT
*38	Montgomery County West Annex			0	*38
*105	Lone Star Community Center	1	124	125	*105
		1	124	125	2

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Montgomery County Municipal Utility District 162					
PCT	Polling Location	Suspense	Active	Total	PCT
*25	Grangerland Community Center		50	50	*25
			50	50	1

Montgomery County Municipal Utility District 163					
PCT	Polling Location	Suspense	Active	Total	PCT
*25	Grangerland Community Center			0	*25
*36	Allendale Baptist Church	1		1	*36
		1		1	2

Montgomery County Municipal Utility District 164					
PCT	Polling Location	Suspense	Active	Total	PCT
*25	Grangerland Community Center			0	*25
*111	Ben Milam Elementary School	30	540	570	*111
		30	540	570	2

Montgomery County Municipal Utility District 165					
PCT	Polling Location	Suspense	Active	Total	PCT
*30	Magnolia High School	8	502	510	*30
		8	502	510	1

Montgomery County Municipal Utility District 166					
PCT	Polling Location	Suspense	Active	Total	PCT
*112	Lake Creek High School	1		1	*112
		1		1	1

Montgomery County Municipal Utility District 170					
PCT	Polling Location	Suspense	Active	Total	PCT
*57	Calvary Road Baptist Church		1	1	*57
			1	1	1

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Montgomery County Municipal Utility District 172					
PCT	Polling Location	Suspense	Active	Total	PCT
*57	Calvary Road Baptist Church			0	*57
				0	1

Montgomery County Municipal Utility District 173					
PCT	Polling Location	Suspense	Active	Total	PCT
*111	Ben Milam Elementary School		2	2	*111
			2	2	1

Montgomery County Municipal Utility District 174					
PCT	Polling Location	Suspense	Active	Total	PCT
*91	Magnolia West High School	3	277	280	*91
		3	277	280	1

Montgomery County Municipal Utility District 176					
PCT	Polling Location	Suspense	Active	Total	PCT
*01	Willis Community Building		84	84	*01
			84	84	1

Montgomery County Municipal Utility District 177					
PCT	Polling Location	Suspense	Active	Total	PCT
*01	Willis Community Building	1		1	*01
		1		1	1

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Montgomery County Municipal Utility District 178					
PCT	Polling Location	Suspense	Active	Total	PCT
*01	Willis Community Building	1	166	167	*01
		1	166	167	1

Montgomery County Municipal Utility District 179					
PCT	Polling Location	Suspense	Active	Total	PCT
*105	Lone Star Community Center		2	2	*105
			2	2	1

Montgomery County Municipal Utility District 180					
PCT	Polling Location	Suspense	Active	Total	PCT
*30	Magnolia High School	2	151	153	*30
*91	Magnolia West High School			0	*91
		2	151	153	2

Montgomery County Municipal Utility District 183					
PCT	Polling Location	Suspense	Active	Total	PCT
*86	Living Branch Church			0	*86
				0	1

Montgomery County Municipal Utility District 185					
PCT	Polling Location	Suspense	Active	Total	PCT
*41	Splendora ISD Administration Building	1	127	128	*41
		1	127	128	1

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Montgomery County Municipal Utility District 186					
PCT	Polling Location	Suspense	Active	Total	PCT
*14	Robert L. Crippen Elementary School			0	*14
				0	1

Montgomery County Municipal Utility District 191					
PCT	Polling Location	Suspense	Active	Total	PCT
*36	Allendale Baptist Church	7	274	281	*36
		7	274	281	1

Montgomery County Municipal Utility District 193					
PCT	Polling Location	Suspense	Active	Total	PCT
*36	Allendale Baptist Church		2	2	*36
			2	2	1

Montgomery County Municipal Utility District 196					
PCT	Polling Location	Suspense	Active	Total	PCT
*08	Browder Community Center	1	53	54	*08
*17	First Baptist Church Groceville	1		1	*17
		2	53	55	2

Montgomery County Municipal Utility District 197					
PCT	Polling Location	Suspense	Active	Total	PCT
*91	Magnolia West High School	3	56	59	*91
		3	56	59	1

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Montgomery County Municipal Utility District 199					
PCT	Polling Location	Suspense	Active	Total	PCT
*28	Decker Prairie Elementary School	5	186	191	*28
		5	186	191	1

Montgomery County Municipal Utility District 201					
PCT	Polling Location	Suspense	Active	Total	PCT
*66	Outback Western Wear Event Hall			0	*66
				0	1

Montgomery County Municipal Utility District 202A					
PCT	Polling Location	Suspense	Active	Total	PCT
*44	The Lone Star Convention Center		2	2	*44
			2	2	1

Montgomery County Municipal Utility District 202B					
PCT	Polling Location	Suspense	Active	Total	PCT
*44	The Lone Star Convention Center			0	*44
*85	Northridge Baptist Church			0	*85
				0	2

Montgomery County Municipal Utility District 203					
PCT	Polling Location	Suspense	Active	Total	PCT
*24	Emmit E. Houser Elementary School	1		1	*24
		1		1	1

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Montgomery County Municipal Utility District 206					
PCT	Polling Location	Suspense	Active	Total	PCT
*60	Montgomery County Juvenile Facility	9	157	166	*60
		9	157	166	1

Montgomery County Municipal Utility District 207					
PCT	Polling Location	Suspense	Active	Total	PCT
*110	Bonnie Wilkinson Elementary School			0	*110
				0	1

Montgomery County Municipal Utility District 209					
PCT	Polling Location	Suspense	Active	Total	PCT
*72	Bentwater Yacht Club		1	1	*72
			1	1	1

Montgomery County Municipal Utility District 211					
PCT	Polling Location	Suspense	Active	Total	PCT
*39	Oak Hills Junior High School		36	36	*39
			36	36	1

Montgomery County Municipal Utility District 212					
PCT	Polling Location	Suspense	Active	Total	PCT
*08	Browder Community Center			0	*08
				0	1

Montgomery County Municipal Utility District 213					
PCT	Polling Location	Suspense	Active	Total	PCT
*72	Bentwater Yacht Club		2	2	*72
			2	2	1

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Montgomery County Municipal Utility District 224					
PCT	Polling Location	Suspense	Active	Total	PCT
*105	Lone Star Community Center			0	*105
				0	1

Montgomery County Municipal Utility District 238					
PCT	Polling Location	Suspense	Active	Total	PCT
*08	Browder Community Center		2	2	*08
			2	2	1

Montgomery County Utility District 002					
PCT	Polling Location	Suspense	Active	Total	PCT
*50	Far Hills Utility District Building	116	1,399	1,515	*50
		116	1,399	1,515	1

Montgomery County Utility District 003					
PCT	Polling Location	Suspense	Active	Total	PCT
*11	Lake Conroe Forest Community Building			0	*11
*77	April Sound Church	175	1,487	1,662	*77
*102	John V. Peet Junior High School	7	39	46	*102
		182	1,526	1,708	3

Montgomery County Utility District 004					
PCT	Polling Location	Suspense	Active	Total	PCT
*11	Lake Conroe Forest Community Building		1	1	*11
*38	Montgomery County West Annex	3	51	54	*38
*77	April Sound Church	227	2,310	2,537	*77
		230	2,362	2,592	3

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Montgomery-Grimes Counties Municipal Utility District No. 146B					
PCT	Polling Location	Suspense	Active	Total	PCT
*91	Magnolia West High School		2	2	*91
			2	2	1

Montgomery-Grimes Counties Municipal Utility District No. 146C					
PCT	Polling Location	Suspense	Active	Total	PCT
*91	Magnolia West High School			0	*91
				0	1

Montgomery-Grimes Counties Municipal Utility District No. 146D					
PCT	Polling Location	Suspense	Active	Total	PCT
*91	Magnolia West High School			0	*91
				0	1

New Caney Municipal Utility District					
PCT	Polling Location	Suspense	Active	Total	PCT
*07	New Caney Elementary School	31	201	232	*07
*26	East Montgomery County Fair Association Building	261	1,772	2,033	*26
*52	New Caney Central Administration Office	221	2,151	2,372	*52
*53	Woodbranch City Hall	14	204	218	*53
*54	Peach Creek Baptist Church	53	557	610	*54
		580	4,885	5,465	5

Point Aquarius Municipal Utility District					
PCT	Polling Location	Suspense	Active	Total	PCT
*22	Lake Conroe Hills Community Building	141	1,827	1,968	*22
		141	1,827	1,968	1

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Porter Municipal Utility District					
PCT	Polling Location	Suspense	Active	Total	PCT
*14	Robert L. Crippen Elementary School			0	*14
*37	Friendship United Methodist Church	314	2,309	2,623	*37
*52	New Caney Central Administration Office	114	833	947	*52
*82	Bens Branch Elementary School	126	1,574	1,700	*82
*93	Valley Ranch Elementary School	61	619	680	*93
*94	Lone Star College - Kingwood, Performing Arts Center	10	163	173	*94
		625	5,498	6,123	6

Rayford Road Municipal Utility District					
PCT	Polling Location	Suspense	Active	Total	PCT
*68	Knights of Columbus Hall	227	2,541	2,768	*68
*80	Imperial Oaks Neighborhood Center - Recreation Center	300	3,499	3,799	*80
*92	George C. Kaufman III Elementary School	89	923	1,012	*92
		616	6,963	7,579	3

River Plantation Municipal Utility District					
PCT	Polling Location	Suspense	Active	Total	PCT
*15	Cornerstone Church	192	1,669	1,861	*15
		192	1,669	1,861	1

Roman Forest Consolidated Municipal Utility District					
PCT	Polling Location	Suspense	Active	Total	PCT
*54	Peach Creek Baptist Church	116	1,387	1,503	*54
		116	1,387	1,503	1

Southern Montgomery County MUD					
PCT	Polling Location	Suspense	Active	Total	PCT
*32	W. D. Wilkerson Intermediate School			0	*32
*35	Oak Ridge North Municipal Building	535	2,856	3,391	*35
*67	Lamar Elementary School	1	9	10	*67
*84	South Montgomery County Fire Station #1	346	904	1,250	*84
		882	3,769	4,651	4

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Spring Creek Utility District					
PCT	Polling Location	Suspense	Active	Total	PCT
*47	South Montgomery County Fire Station #4	316	2,523	2,839	*47
*68	Knights of Columbus Hall	122	1,304	1,426	*68
*88	Ann K. Snyder Elementary School	76	356	432	*88
*92	George C. Kaufman III Elementary School			0	*92
*103	C. D. York Junior High School	233	1,667	1,900	*103
		747	5,850	6,597	5

Stanley Lake Municipal Utility District					
PCT	Polling Location	Suspense	Active	Total	PCT
*38	Montgomery County West Annex	210	1,917	2,127	*38
*39	Oak Hills Junior High School			0	*39
*112	Lake Creek High School	8	131	139	*112
		218	2,048	2,266	3

Texas National Municipal Utility District					
PCT	Polling Location	Suspense	Active	Total	PCT
*85	Northridge Baptist Church	64	540	604	*85
		64	540	604	1

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The Woodlands Metro Municipal Utility District					
PCT	Polling Location	Suspense	Active	Total	PCT
*31	Shenandoah Municipal Complex		2	2	*31
*33	South County Community Center	135	232	367	*33
*62	Donald R. Collins Intermediate School	10	3	13	*62
*75	Windsor Hills Homeowners' Association Club House			0	*75
		145	237	382	4

The Woodlands Municipal Utility District 01					
PCT	Polling Location	Suspense	Active	Total	PCT
*04	McCullough Junior High School - Nancy Bock Center for Performing Arts	107	676	783	*04
*45	Timber Lakes/Timber Ridge Pavilion	69	536	605	*45
*48	Sally K. Ride Elementary School	208	2,031	2,239	*48
*62	Donald R. Collins Intermediate School	146	1,460	1,606	*62
		530	4,703	5,233	4

Trinity Lakes Municipal Utility District					
PCT	Polling Location	Suspense	Active	Total	PCT
*85	Northridge Baptist Church	1		1	*85
		1		1	1

Valley Ranch MUD 01					
PCT	Polling Location	Suspense	Active	Total	PCT
*93	Valley Ranch Elementary School	232	1,835	2,067	*93
		232	1,835	2,067	1

Wood Trace Municipal Utility District 4A					
PCT	Polling Location	Suspense	Active	Total	PCT
*66	Outback Western Wear Event Hall			0	*66
				0	1

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Woodridge Municipal Utility District					
PCT	Polling Location	Suspense	Active	Total	PCT
*37	Friendship United Methodist Church	71	1,182	1,253	*37
		71	1,182	1,253	1

Woodtrace Municipal Utility District					
PCT	Polling Location	Suspense	Active	Total	PCT
*13	High Meadow Ranch Golf Club			0	*13
*113	Decker Prairie Community Center	76	1,876	1,952	*113
		76	1,876	1,952	2

Woodtrace Municipal Utility District No. 03					
PCT	Polling Location	Suspense	Active	Total	PCT
*66	Outback Western Wear Event Hall		1	1	*66
			1	1	1

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Hospital District

Montgomery County Hospital District					
PCT	Polling Location	Suspense	Active	Total	PCT
01	Willis Community Building	410	3,660	4,070	01
02	Conroe Seventh-Day Adventist Church	305	3,505	3,810	02
03	The Woodlands High School Ninth Grade Campus	493	4,415	4,908	03
04	McCullough Junior High School - Nancy Bock Center for Performing Arts	290	1,672	1,962	04
05	Long Street Community Center	17	327	344	05
06	Joel L. Deretchin Elementary School	516	3,774	4,290	06
07	New Caney Elementary School	203	2,141	2,344	07
08	Browder Community Center	255	3,689	3,944	08
09	Dobbin - Dacus Community Center	170	1,977	2,147	09
10	Booker T. Washington High School	283	2,612	2,895	10
11	Lake Conroe Forest Community Building	313	2,476	2,789	11
12	Security Community Center	242	2,997	3,239	12
13	High Meadow Ranch Golf Club	149	2,351	2,500	13
14	Robert L. Crippen Elementary School	243	4,695	4,938	14
15	Cornerstone Church	335	3,642	3,977	15
16	East Montgomery County Community Development Center	398	4,393	4,791	16
17	First Baptist Church Groceville	329	4,835	5,164	17
18	Magnolia Community Center	343	4,863	5,206	18
19	City of Montgomery City Hall	351	4,164	4,515	19
20	Travis Intermediate School	219	2,135	2,354	20
21	Conroe High School Ninth Grade Campus	976	3,272	4,248	21
22	Lake Conroe Hills Community Building	423	4,241	4,664	22
23	North Montgomery County Community Center	630	4,627	5,257	23
24	Emmit E. Houser Elementary School	356	3,172	3,528	24
25	Grangerland Community Center	238	2,011	2,249	25
26	East Montgomery County Fair Association Building	480	4,489	4,969	26
27	Rivershire Club House	482	2,176	2,658	27
28	Decker Prairie Elementary School	327	4,322	4,649	28
29	West Montgomery County Community Development Center	335	4,674	5,009	29
30	Magnolia High School	285	4,917	5,202	30
31	Shenandoah Municipal Complex	576	4,472	5,048	31
32	W. D. Wilkerson Intermediate School	538	2,594	3,132	32
33	South County Community Center	851	3,642	4,493	33
34	Needham Fire and Rescue Station 64	264	2,849	3,113	34
35	Oak Ridge North Municipal Building	660	4,795	5,455	35
36	Allendale Baptist Church	396	5,093	5,489	36
37	Friendship United Methodist Church	395	3,524	3,919	37
38	Montgomery County West Annex	422	3,867	4,289	38
39	Oak Hills Junior High School	213	3,258	3,471	39
40	Harold Cryar Intermediate School	747	4,756	5,503	40
41	Splendora ISD Administration Building	314	4,899	5,213	41

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42	Veterans Memorial Intermediate	76	880	956	42
43	Panorama Village City Hall	467	4,728	5,195	43
44	The Lone Star Convention Center	470	2,749	3,219	44
45	Timber Lakes/Timber Ridge Pavilion	445	2,692	3,137	45
46	Spring Creek Greenway Nature Center	371	4,140	4,511	46
47	South Montgomery County Fire Station #4	330	2,636	2,966	47
48	Sally K. Ride Elementary School	217	2,191	2,408	48
49	David Elementary School	200	2,113	2,313	49
50	Far Hills Utility District Building	383	4,874	5,257	50
51	Central Library	669	2,216	2,885	51
52	New Caney Central Administration Office	463	4,346	4,809	52
53	Woodbranch City Hall	328	5,508	5,836	53
54	Peach Creek Baptist Church	378	4,072	4,450	54
55	Stephen F. Austin Elementary School	163	1,683	1,846	55
56	The Woodlands Emergency Training Center	584	5,086	5,670	56
57	Calvary Road Baptist Church	280	3,177	3,457	57
58	Lone Star College System	199	2,302	2,501	58
59	Colin L. Powell Elementary School	144	1,557	1,701	59
60	Montgomery County Juvenile Facility	245	2,527	2,772	60
61	George and Cynthia Woods Mitchell Library	516	4,502	5,018	61
62	Donald R. Collins Intermediate School	288	2,539	2,827	62
63	Walden Community Church	465	4,380	4,845	63
64	Whispering Pines Baptist Church	215	2,085	2,300	64
65	J. L. Lyon Elementary School	340	4,782	5,122	65
66	Outback Western Wear Event Hall	389	4,638	5,027	66
67	Lamar Elementary School	329	2,497	2,826	67
68	Knights of Columbus Hall	441	4,874	5,315	68
69	Barbara Pierce Bush Elementary School	407	3,892	4,299	69
70	The Woodlands Recreation Center at Bear Branch Park	253	2,518	2,771	70
71	Don A. Buckalew Elementary School	610	4,279	4,889	71
72	Bentwater Yacht Club	325	4,322	4,647	72
73	City of Conroe, Dean Towery Service Center	187	1,995	2,182	73
74	Cedric C. Smith Elementary School	330	2,476	2,806	74
75	Windsor Hills Homeowners' Association Club House	879	3,909	4,788	75
76	Westwood Landowners' Association Building	448	4,437	4,885	76
77	April Sound Church	432	4,036	4,468	77
78	Roger L. Galatas Elementary School	536	4,711	5,247	78
79	Glen Loch Elementary School	282	2,001	2,283	79
80	Imperial Oaks Neighborhood Center - Recreation Center	390	4,547	4,937	80
81	George P. Mitchell Intermediate School	542	4,017	4,559	81
82	Bens Branch Elementary School	278	3,887	4,165	82
83	Security Community Center	124	2,041	2,165	83
84	South Montgomery County Fire Station #1	1,175	3,723	4,898	84
85	Northridge Baptist Church	355	3,717	4,072	85
86	Living Branch Church	300	2,824	3,124	86
87	Birnam Woods Elementary School	426	5,068	5,494	87
88	Ann K. Snyder Elementary School	454	4,662	5,116	88

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89	Bear Branch Elementary School	395	4,007	4,402	89
90	The Palm Community Building	301	4,608	4,909	90
91	Magnolia West High School	436	4,899	5,335	91
92	George C. Kaufman III Elementary School	540	4,822	5,362	92
93	Valley Ranch Elementary School	492	4,647	5,139	93
94	Lone Star College - Kingwood, Performing Arts Center	618	4,261	4,879	94
95	Kings Manor Elementary School	705	3,846	4,551	95
96	Gerald D. Irons, Sr. Junior High School	549	5,143	5,692	96
97	Magnolia Event Center	335	4,481	4,816	97
98	KC Event Center	423	1,958	2,381	98
99	Jean E. Stewart Elementary School	330	3,871	4,201	99
100	Grand Oaks High School	458	5,183	5,641	100
101	Coulson Tough Flex School Grades K-6	408	2,470	2,878	101
102	John V. Peet Junior High School	437	4,869	5,306	102
103	C. D. York Junior High School	592	4,106	4,698	103
104	Foster's Ridge Club House	199	2,268	2,467	104
105	Lone Star Community Center	302	3,733	4,035	105
106	Montgomery County ESD #3 Administration and Training Facility	309	3,901	4,210	106
107	George P. Mitchell Intermediate School	17	36	53	107
108	KC Event Center	414	2,939	3,353	108
109	City of Conroe Westside Recreation Center	210	2,540	2,750	109
110	Bonnie Wilkinson Elementary School	237	2,933	3,170	110
111	Ben Milam Elementary School	187	2,339	2,526	111
112	Lake Creek High School	264	2,973	3,237	112
113	Decker Prairie Community Center	270	4,288	4,558	113
		43,328	399,930	443,258	113

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Special Utility District

HMW Special Utility District					
PCT	Polling Location	Suspense	Active	Total	PCT
*13	High Meadow Ranch Golf Club	37	535	572	*13
*18	Magnolia Community Center	12	229	241	*18
*28	Decker Prairie Elementary School	163	1,998	2,161	*28
*29	West Montgomery County Community Development Center	10	126	136	*29
*65	J. L. Lyon Elementary School	32	455	487	*65
*66	Outback Western Wear Event Hall	48	674	722	*66
*89	Bear Branch Elementary School	7	41	48	*89
*97	Magnolia Event Center	27	312	339	*97
*113	Decker Prairie Community Center	110	1,332	1,442	*113
		446	5,702	6,148	9

Porter Special Utility District					
PCT	Polling Location	Suspense	Active	Total	PCT
*14	Robert L. Crippen Elementary School	76	1,186	1,262	*14
*26	East Montgomery County Fair Association Building	39	846	885	*26
*36	Allendale Baptist Church	9	216	225	*36
*37	Friendship United Methodist Church	321	2,339	2,660	*37
*52	New Caney Central Administration Office	151	1,044	1,195	*52
*82	Bens Branch Elementary School	137	1,754	1,891	*82
*93	Valley Ranch Elementary School	212	2,018	2,230	*93
*94	Lone Star College - Kingwood, Performing Arts Center	47	541	588	*94
		992	9,944	10,936	8

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Public Utility District

Roman Forest Public Utility District No. 3					
PCT	Polling Location	Suspense	Active	Total	PCT
*54	Peach Creek Baptist Church	5	208	213	*54
		5	208	213	1

Roman Forest Public Utility District No. 4					
PCT	Polling Location	Suspense	Active	Total	PCT
*53	Woodbranch City Hall		1	1	*53
*54	Peach Creek Baptist Church	2	24	26	*54
		2	25	27	2

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Road Utility District

The Woodlands Road Utility District No. 1					
PCT	Polling Location	Suspense	Active	Total	PCT
03	The Woodlands High School Ninth Grade Campus			0	03
*04	McCullough Junior High School - Nancy Bock Center for Performing Arts	8	1	9	*04
*06	Joel L. Deretchin Elementary School			0	*06
*31	Shenandoah Municipal Complex		2	2	*31
*33	South County Community Center	10	158	168	*33
*48	Sally K. Ride Elementary School			0	*48
*58	Lone Star College System			0	*58
*59	Colin L. Powell Elementary School			0	*59
*61	George and Cynthia Woods Mitchell Library		1	1	*61
*62	Donald R. Collins Intermediate School	10	3	13	*62
*67	Lamar Elementary School			0	*67
*69	Barbara Pierce Bush Elementary School			0	*69
*70	The Woodlands Recreation Center at Bear Branch Park			0	*70
*75	Windsor Hills Homeowners' Association Club House			0	*75
*78	Roger L. Galatas Elementary School	5		5	*78
*79	Glen Loch Elementary School			0	*79
*81	George P. Mitchell Intermediate School	6	1	7	*81
*101	Coulson Tough Flex School Grades K-6			0	*101
		39	166	205	18

* Jurisdiction Occupies only a part of the Precinct

Montgomery County Elections

Exhibit B

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Transit Authority

Metropolitan Transit Authority of Harris County					
PCT	Polling Location	Suspense	Active	Total	PCT
*37	Friendship United Methodist Church	1	2	3	*37
*94	Lone Star College - Kingwood, Performing Arts Center	419	1,204	1,623	*94
*95	Kings Manor Elementary School	339	879	1,218	*95
		759	2,085	2,844	3

** Jurisdiction Occupies only a part of the Precinct*

Montgomery County Elections

Exhibit B

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Single Member City

City of Houston District B ~ Limited Purpose Annexation					
PCT	Polling Location	Suspense	Active	Total	PCT
*32	W. D. Wilkerson Intermediate School			0	*32
*35	Oak Ridge North Municipal Building	112	171	283	*35
*46	Spring Creek Greenway Nature Center			0	*46
*47	South Montgomery County Fire Station #4	5	2	7	*47
*67	Lamar Elementary School		4	4	*67
*68	Knights of Columbus Hall		1	1	*68
*84	South Montgomery County Fire Station #1	185	372	557	*84
*88	Ann K. Snyder Elementary School		1	1	*88
*103	C. D. York Junior High School		15	15	*103
		302	566	868	9

City of Houston District E					
PCT	Polling Location	Suspense	Active	Total	PCT
*37	Friendship United Methodist Church	1	2	3	*37
82	Bens Branch Elementary School			0	82
*94	Lone Star College - Kingwood, Performing Arts Center	419	1,204	1,623	*94
*95	Kings Manor Elementary School	339	879	1,218	*95
		759	2,085	2,844	4

City of Houston District E ~ Limited Purpose Annexation					
PCT	Polling Location	Suspense	Active	Total	PCT
*88	Ann K. Snyder Elementary School			0	*88
*95	Kings Manor Elementary School			0	*95
				0	2

* Jurisdiction Occupies only a part of the Precinct

Montgomery County Elections

Exhibit B

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Improvement District Zones

Conroe Municipal Management District No. 1					
PCT	Polling Location	Suspense	Active	Total	PCT
*27	Rivershire Club House		1	1	*27
*109	City of Conroe Westside Recreation Center	180	2,166	2,346	*109
		180	2,167	2,347	2

Conroe Municipal Management District No. 2					
PCT	Polling Location	Suspense	Active	Total	PCT
*01	Willis Community Building			0	*01
*85	Northridge Baptist Church		2	2	*85
			2	2	2

East Montgomery County Improvement District Economic Development Zone 3					
PCT	Polling Location	Suspense	Active	Total	PCT
*07	New Caney Elementary School	14	21	35	*07
*41	Splendora ISD Administration Building			0	*41
		14	21	35	2

East Montgomery County Improvement District Economic Development Zone 4					
PCT	Polling Location	Suspense	Active	Total	PCT
*41	Splendora ISD Administration Building	25	1,238	1,263	*41
		25	1,238	1,263	1

Montgomery County Municipal Utility District No. 39 Defined Area					
PCT	Polling Location	Suspense	Active	Total	PCT
*74	Cedric C. Smith Elementary School			0	*74
*81	George P. Mitchell Intermediate School		1	1	*81
			1	1	2

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Montgomery County Elections

Exhibit B

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New Caney Municipal Utility District Defined Area					
PCT	Polling Location	Suspense	Active	Total	PCT
*26	East Montgomery County Fair Association Building			0	*26
*52	New Caney Central Administration Office			0	*52
				0	2

Porter Municipal Utility District Defined Area					
PCT	Polling Location	Suspense	Active	Total	PCT
*52	New Caney Central Administration Office			0	*52
				0	1

Valley Ranch Town Center Management District					
PCT	Polling Location	Suspense	Active	Total	PCT
*26	East Montgomery County Fair Association Building	68	193	261	*26
*93	Valley Ranch Elementary School			0	*93
		68	193	261	2

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Montgomery County Elections

Exhibit B

Item 11.

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Special

Montgomery County Drainage District No. 06					
PCT	Polling Location	Suspense	Active	Total	PCT
*24	Emmit E. Houser Elementary School	26	125	151	*24
*35	Oak Ridge North Municipal Building	404	2,212	2,616	*35
*67	Lamar Elementary School			0	*67
*68	Knights of Columbus Hall	227	2,551	2,778	*68
*80	Imperial Oaks Neighborhood Center - Recreation Center	258	2,910	3,168	*80
*84	South Montgomery County Fire Station #1	137	342	479	*84
*92	George C. Kaufman III Elementary School	3	57	60	*92
		1,055	8,197	9,252	7

Montgomery County Drainage District No. 10					
PCT	Polling Location	Suspense	Active	Total	PCT
*80	Imperial Oaks Neighborhood Center - Recreation Center	111	1,447	1,558	*80
*87	Birnam Woods Elementary School	101	1,315	1,416	*87
*92	George C. Kaufman III Elementary School	89	923	1,012	*92
		301	3,685	3,986	3

Montgomery County Management District No. 1					
PCT	Polling Location	Suspense	Active	Total	PCT
*18	Magnolia Community Center		1	1	*18
			1	1	1

Wood Trace Management District					
PCT	Polling Location	Suspense	Active	Total	PCT
*66	Outback Western Wear Event Hall			0	*66
				0	1

* Jurisdiction Occupies only a part of the Precinct

Montgomery County Elections

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Single Member Hospital District

Montgomery County Hospital District Precinct 1					
PCT	Polling Location	Suspense	Active	Total	PCT
01	Willis Community Building	410	3,660	4,070	01
02	Conroe Seventh-Day Adventist Church	305	3,505	3,810	02
05	Long Street Community Center	17	327	344	05
08	Browder Community Center	255	3,689	3,944	08
09	Dobbin - Dacus Community Center	170	1,977	2,147	09
10	Booker T. Washington High School	283	2,612	2,895	10
19	City of Montgomery City Hall	351	4,164	4,515	19
20	Travis Intermediate School	219	2,135	2,354	20
21	Conroe High School Ninth Grade Campus	976	3,272	4,248	21
22	Lake Conroe Hills Community Building	423	4,241	4,664	22
23	North Montgomery County Community Center	630	4,627	5,257	23
27	Rivershire Club House	482	2,176	2,658	27
38	Montgomery County West Annex	422	3,867	4,289	38
40	Harold Cryar Intermediate School	747	4,756	5,503	40
43	Panorama Village City Hall	467	4,728	5,195	43
44	The Lone Star Convention Center	470	2,749	3,219	44
50	Far Hills Utility District Building	383	4,874	5,257	50
51	Central Library	669	2,216	2,885	51
57	Calvary Road Baptist Church	280	3,177	3,457	57
60	Montgomery County Juvenile Facility	245	2,527	2,772	60
63	Walden Community Church	465	4,380	4,845	63
72	Bentwater Yacht Club	325	4,322	4,647	72
73	City of Conroe, Dean Towery Service Center	187	1,995	2,182	73
77	April Sound Church	432	4,036	4,468	77
85	Northridge Baptist Church	355	3,717	4,072	85
102	John V. Peet Junior High School	437	4,869	5,306	102
105	Lone Star Community Center	302	3,733	4,035	105
110	Bonnie Wilkinson Elementary School	237	2,933	3,170	110
		10,944	95,264	106,208	28

* Jurisdiction Occupies only a part of the Precinct

Montgomery County Elections

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Montgomery County Hospital District Precinct 2					
PCT	Polling Location	Suspense	Active	Total	PCT
11	Lake Conroe Forest Community Building	313	2,476	2,789	11
13	High Meadow Ranch Golf Club	149	2,351	2,500	13
15	Cornerstone Church	335	3,642	3,977	15
18	Magnolia Community Center	343	4,863	5,206	18
28	Decker Prairie Elementary School	327	4,322	4,649	28
29	West Montgomery County Community Development Center	335	4,674	5,009	29
30	Magnolia High School	285	4,917	5,202	30
31	Shenandoah Municipal Complex	576	4,472	5,048	31
34	Needham Fire and Rescue Station 64	264	2,849	3,113	34
39	Oak Hills Junior High School	213	3,258	3,471	39
65	J. L. Lyon Elementary School	340	4,782	5,122	65
66	Outback Western Wear Event Hall	389	4,638	5,027	66
69	Barbara Pierce Bush Elementary School	407	3,892	4,299	69
71	Don A. Buckalew Elementary School	610	4,279	4,889	71
74	Cedric C. Smith Elementary School	330	2,476	2,806	74
75	Windsor Hills Homeowners' Association Club House	879	3,909	4,788	75
76	Westwood Landowners' Association Building	448	4,437	4,885	76
81	George P. Mitchell Intermediate School	542	4,017	4,559	81
86	Living Branch Church	300	2,824	3,124	86
89	Bear Branch Elementary School	395	4,007	4,402	89
90	The Palm Community Building	301	4,608	4,909	90
91	Magnolia West High School	436	4,899	5,335	91
97	Magnolia Event Center	335	4,481	4,816	97
98	KC Event Center	423	1,958	2,381	98
99	Jean E. Stewart Elementary School	330	3,871	4,201	99
104	Foster's Ridge Club House	199	2,268	2,467	104
106	Montgomery County ESD #3 Administration and Training Facility	309	3,901	4,210	106
107	George P. Mitchell Intermediate School	17	36	53	107
108	KC Event Center	414	2,939	3,353	108
109	City of Conroe Westside Recreation Center	210	2,540	2,750	109
112	Lake Creek High School	264	2,973	3,237	112
113	Decker Prairie Community Center	270	4,288	4,558	113
		11,288	115,847	127,135	32

* Jurisdiction Occupies only a part of the Precinct

Montgomery County Elections

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Montgomery County Hospital District Precinct 3					
PCT	Polling Location	Suspense	Active	Total	PCT
03	The Woodlands High School Ninth Grade Campus	493	4,415	4,908	03
04	McCullough Junior High School - Nancy Bock Center for Performing Arts	290	1,672	1,962	04
06	Joel L. Deretchin Elementary School	516	3,774	4,290	06
32	W. D. Wilkerson Intermediate School	538	2,594	3,132	32
33	South County Community Center	851	3,642	4,493	33
*35	Oak Ridge North Municipal Building	660	4,795	5,455	*35
45	Timber Lakes/Timber Ridge Pavilion	445	2,692	3,137	45
46	Spring Creek Greenway Nature Center	371	4,140	4,511	46
47	South Montgomery County Fire Station #4	330	2,636	2,966	47
48	Sally K. Ride Elementary School	217	2,191	2,408	48
49	David Elementary School	200	2,113	2,313	49
58	Lone Star College System	199	2,302	2,501	58
59	Colin L. Powell Elementary School	144	1,557	1,701	59
61	George and Cynthia Woods Mitchell Library	516	4,502	5,018	61
62	Donald R. Collins Intermediate School	288	2,539	2,827	62
67	Lamar Elementary School	329	2,497	2,826	67
68	Knights of Columbus Hall	441	4,874	5,315	68
70	The Woodlands Recreation Center at Bear Branch Park	253	2,518	2,771	70
78	Roger L. Galatas Elementary School	536	4,711	5,247	78
79	Glen Loch Elementary School	282	2,001	2,283	79
80	Imperial Oaks Neighborhood Center - Recreation Center	390	4,547	4,937	80
84	South Montgomery County Fire Station #1	1,175	3,723	4,898	84
87	Birnam Woods Elementary School	426	5,068	5,494	87
88	Ann K. Snyder Elementary School	454	4,662	5,116	88
92	George C. Kaufman III Elementary School	540	4,822	5,362	92
100	Grand Oaks High School	458	5,183	5,641	100
101	Coulson Tough Flex School Grades K-6	408	2,470	2,878	101
103	C. D. York Junior High School	592	4,106	4,698	103
		12,342	96,746	109,088	28

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Montgomery County Elections

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Montgomery County Hospital District Precinct 4					
PCT	Polling Location	Suspense	Active	Total	PCT
07	New Caney Elementary School	203	2,141	2,344	07
12	Security Community Center	242	2,997	3,239	12
14	Robert L. Crippen Elementary School	243	4,695	4,938	14
16	East Montgomery County Community Development Center	398	4,393	4,791	16
17	First Baptist Church Groceville	329	4,835	5,164	17
24	Emmit E. Houser Elementary School	356	3,172	3,528	24
25	Grangerland Community Center	238	2,011	2,249	25
26	East Montgomery County Fair Association Building	480	4,489	4,969	26
36	Allendale Baptist Church	396	5,093	5,489	36
37	Friendship United Methodist Church	395	3,524	3,919	37
41	Splendora ISD Administration Building	314	4,899	5,213	41
42	Veterans Memorial Intermediate	76	880	956	42
52	New Caney Central Administration Office	463	4,346	4,809	52
53	Woodbranch City Hall	328	5,508	5,836	53
54	Peach Creek Baptist Church	378	4,072	4,450	54
55	Stephen F. Austin Elementary School	163	1,683	1,846	55
56	The Woodlands Emergency Training Center	584	5,086	5,670	56
64	Whispering Pines Baptist Church	215	2,085	2,300	64
82	Bens Branch Elementary School	278	3,887	4,165	82
83	Security Community Center	124	2,041	2,165	83
93	Valley Ranch Elementary School	492	4,647	5,139	93
94	Lone Star College - Kingwood, Performing Arts Center	618	4,261	4,879	94
95	Kings Manor Elementary School	705	3,846	4,551	95
96	Gerald D. Irons, Sr. Junior High School	549	5,143	5,692	96
111	Ben Milam Elementary School	187	2,339	2,526	111
		8,754	92,073	100,827	25

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Montgomery County Elections

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Single Member College

Lone Star College District 2					
PCT	Polling Location	Suspense	Active	Total	PCT
*35	Oak Ridge North Municipal Building	175	330	505	*35
*47	South Montgomery County Fire Station #4	84	707	791	*47
*68	Knights of Columbus Hall	190	2,064	2,254	*68
*103	C. D. York Junior High School	164	1,098	1,262	*103
		613	4,199	4,812	4

Lone Star College District 5					
PCT	Polling Location	Suspense	Active	Total	PCT
03	The Woodlands High School Ninth Grade Campus	493	4,415	4,908	03
04	McCullough Junior High School - Nancy Bock Center for Performing Arts	290	1,672	1,962	04
06	Joel L. Deretchin Elementary School	516	3,774	4,290	06
*09	Dobbin - Dacus Community Center			0	*09
13	High Meadow Ranch Golf Club	149	2,351	2,500	13
18	Magnolia Community Center	343	4,863	5,206	18
28	Decker Prairie Elementary School	327	4,322	4,649	28
29	West Montgomery County Community Development Center	335	4,674	5,009	29
*30	Magnolia High School	261	4,628	4,889	*30
31	Shenandoah Municipal Complex	576	4,472	5,048	31
32	W. D. Wilkerson Intermediate School	538	2,594	3,132	32
33	South County Community Center	851	3,642	4,493	33
*34	Needham Fire and Rescue Station 64	135	1,376	1,511	*34
45	Timber Lakes/Timber Ridge Pavilion	445	2,692	3,137	45
48	Sally K. Ride Elementary School	217	2,191	2,408	48
49	David Elementary School	200	2,113	2,313	49
58	Lone Star College System	199	2,302	2,501	58
59	Colin L. Powell Elementary School	144	1,557	1,701	59
61	George and Cynthia Woods Mitchell Library	516	4,502	5,018	61
62	Donald R. Collins Intermediate School	288	2,539	2,827	62
65	J. L. Lyon Elementary School	340	4,782	5,122	65
66	Outback Western Wear Event Hall	389	4,638	5,027	66
67	Lamar Elementary School	329	2,497	2,826	67
69	Barbara Pierce Bush Elementary School	407	3,892	4,299	69
70	The Woodlands Recreation Center at Bear Branch Park	253	2,518	2,771	70
71	Don A. Buckalew Elementary School	610	4,279	4,889	71
74	Cedric C. Smith Elementary School	330	2,476	2,806	74
*75	Windsor Hills Homeowners' Association Club House	300	1,305	1,605	*75
*76	Westwood Landowners' Association Building	377	3,356	3,733	*76
78	Roger L. Galatas Elementary School	536	4,711	5,247	78
79	Glen Loch Elementary School	282	2,001	2,283	79

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Montgomery County Elections

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81	George P. Mitchell Intermediate School	542	4,017	4,559	81
84	South Montgomery County Fire Station #1	1,175	3,723	4,898	84
*89	Bear Branch Elementary School	392	3,992	4,384	*89
91	Magnolia West High School	436	4,899	5,335	91
97	Magnolia Event Center	335	4,481	4,816	97
*98	KC Event Center	170	1,592	1,762	*98
101	Coulson Tough Flex School Grades K-6	408	2,470	2,878	101
*106	Montgomery County ESD #3 Administration and Training Facility	6	91	97	*106
107	George P. Mitchell Intermediate School	17	36	53	107
113	Decker Prairie Community Center	270	4,288	4,558	113
		14,727	126,723	141,450	41

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Montgomery County Elections

Exhibit B

Item 11.

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Lone Star College District 7					
PCT	Polling Location	Suspense	Active	Total	PCT
01	Willis Community Building	410	3,660	4,070	01
02	Conroe Seventh-Day Adventist Church	305	3,505	3,810	02
07	New Caney Elementary School	203	2,141	2,344	07
08	Browder Community Center	255	3,689	3,944	08
10	Booker T. Washington High School	283	2,612	2,895	10
12	Security Community Center	242	2,997	3,239	12
14	Robert L. Crippen Elementary School	243	4,695	4,938	14
15	Cornerstone Church	335	3,642	3,977	15
16	East Montgomery County Community Development Center	398	4,393	4,791	16
17	First Baptist Church Groceville	329	4,835	5,164	17
20	Travis Intermediate School	219	2,135	2,354	20
21	Conroe High School Ninth Grade Campus	976	3,272	4,248	21
22	Lake Conroe Hills Community Building	423	4,241	4,664	22
23	North Montgomery County Community Center	630	4,627	5,257	23
*24	Emmit E. Houser Elementary School	355	3,076	3,431	*24
25	Grangerland Community Center	238	2,011	2,249	25
26	East Montgomery County Fair Association Building	480	4,489	4,969	26
27	Rivershire Club House	482	2,176	2,658	27
*34	Needham Fire and Rescue Station 64	129	1,473	1,602	*34
36	Allendale Baptist Church	396	5,093	5,489	36
39	Oak Hills Junior High School			0	39
40	Harold Cryar Intermediate School	747	4,756	5,503	40
*41	Splendora ISD Administration Building	312	4,846	5,158	*41
42	Veterans Memorial Intermediate	76	880	956	42
43	Panorama Village City Hall	467	4,728	5,195	43
44	The Lone Star Convention Center	470	2,749	3,219	44
50	Far Hills Utility District Building	383	4,874	5,257	50
51	Central Library	669	2,216	2,885	51
53	Woodbranch City Hall	328	5,508	5,836	53
*54	Peach Creek Baptist Church	378	4,070	4,448	*54
55	Stephen F. Austin Elementary School	163	1,683	1,846	55
56	The Woodlands Emergency Training Center	584	5,086	5,670	56
57	Calvary Road Baptist Church	280	3,177	3,457	57
60	Montgomery County Juvenile Facility	245	2,527	2,772	60
64	Whispering Pines Baptist Church	215	2,085	2,300	64
73	City of Conroe, Dean Towery Service Center	187	1,995	2,182	73
*75	Windsor Hills Homeowners' Association Club House	579	2,604	3,183	*75
*76	Westwood Landowners' Association Building	49	656	705	*76
*77	April Sound Church	6	50	56	*77
83	Security Community Center	124	2,041	2,165	83
85	Northridge Baptist Church	355	3,717	4,072	85
86	Living Branch Church	300	2,824	3,124	86
*90	The Palm Community Building	182	3,200	3,382	*90
*93	Valley Ranch Elementary School	45	480	525	*93

* Jurisdiction Occupies only a part of the Precinct

Montgomery County Elections

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96	Gerald D. Irons, Sr. Junior High School	549	5,143	5,692	96
*98	KC Event Center	253	366	619	*98
*99	Jean E. Stewart Elementary School	327	3,757	4,084	*99
*102	John V. Peet Junior High School	437	4,869	5,306	*102
104	Foster's Ridge Club House	199	2,268	2,467	104
*106	Montgomery County ESD #3 Administration and Training Facility	104	1,184	1,288	*106
108	KC Event Center	414	2,939	3,353	108
109	City of Conroe Westside Recreation Center	210	2,540	2,750	109
110	Bonnie Wilkinson Elementary School	237	2,933	3,170	110
111	Ben Milam Elementary School	187	2,339	2,526	111
*112	Lake Creek High School	1	23	24	*112
		17,393	163,875	181,268	55

* Jurisdiction Occupies only a part of the Precinct

Montgomery County Elections

Exhibit B

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Lone Star College District 8					
PCT	Polling Location	Suspense	Active	Total	PCT
*24	Emmit E. Houser Elementary School	1	96	97	*24
*35	Oak Ridge North Municipal Building	485	4,465	4,950	*35
37	Friendship United Methodist Church	395	3,524	3,919	37
46	Spring Creek Greenway Nature Center	371	4,140	4,511	46
*47	South Montgomery County Fire Station #4	246	1,929	2,175	*47
52	New Caney Central Administration Office	463	4,346	4,809	52
*54	Peach Creek Baptist Church		2	2	*54
*68	Knights of Columbus Hall	251	2,810	3,061	*68
80	Imperial Oaks Neighborhood Center - Recreation Center	390	4,547	4,937	80
82	Bens Branch Elementary School	278	3,887	4,165	82
87	Birnam Woods Elementary School	426	5,068	5,494	87
88	Ann K. Snyder Elementary School	454	4,662	5,116	88
92	George C. Kaufman III Elementary School	540	4,822	5,362	92
*93	Valley Ranch Elementary School	447	4,167	4,614	*93
94	Lone Star College - Kingwood, Performing Arts Center	618	4,261	4,879	94
95	Kings Manor Elementary School	705	3,846	4,551	95
100	Grand Oaks High School	458	5,183	5,641	100
*103	C. D. York Junior High School	428	3,008	3,436	*103
		6,956	64,763	71,719	18

* Jurisdiction Occupies only a part of the Precinct

Montgomery County Elections

Exhibit B

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Single Member MUD

Montgomery County Municipal Utility District 113 - Precinct 1					
PCT	Polling Location	Suspense	Active	Total	PCT
*99	Jean E. Stewart Elementary School	127	1,051	1,178	*99
*106	Montgomery County ESD #3 Administration and Training Facility	5	72	77	*106
		132	1,123	1,255	2

Montgomery County Municipal Utility District 113 - Precinct 2					
PCT	Polling Location	Suspense	Active	Total	PCT
*90	The Palm Community Building	40	460	500	*90
*99	Jean E. Stewart Elementary School	98	878	976	*99
*106	Montgomery County ESD #3 Administration and Training Facility	12	231	243	*106
		150	1,569	1,719	3

Montgomery County Municipal Utility District 113 - Precinct 3					
PCT	Polling Location	Suspense	Active	Total	PCT
*90	The Palm Community Building	65	1,424	1,489	*90
*106	Montgomery County ESD #3 Administration and Training Facility	31	236	267	*106
		96	1,660	1,756	2

Montgomery County Municipal Utility District 113 - Precinct 4					
PCT	Polling Location	Suspense	Active	Total	PCT
*90	The Palm Community Building	82	865	947	*90
*106	Montgomery County ESD #3 Administration and Training Facility	45	578	623	*106
		127	1,443	1,570	2

* Jurisdiction Occupies only a part of the Precinct

Montgomery County Elections

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Montgomery County Municipal Utility District 113 - Precinct 5					
PCT	Polling Location	Suspense	Active	Total	PCT
*90	The Palm Community Building	52	484	536	*90
*106	Montgomery County ESD #3 Administration and Training Facility	90	902	992	*106
		142	1,386	1,528	2

** Jurisdiction Occupies only a part of the Precinct*

Montgomery County Elections

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Management District

Harris-Montgomery Counties Management District					
PCT	Polling Location	Suspense	Active	Total	PCT
*66	Outback Western Wear Event Hall	2	96	98	*66
		2	96	98	1

Plum Creek Management District No. 1A					
PCT	Polling Location	Suspense	Active	Total	PCT
*53	Woodbranch City Hall			0	*53
				0	1

Valley Ranch Medical Center Management District					
PCT	Polling Location	Suspense	Active	Total	PCT
*93	Valley Ranch Elementary School			0	*93
				0	1

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Montgomery County Elections

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Water Conservation District

Lone Star Groundwater Conservation District					
PCT	Polling Location	Suspense	Active	Total	PCT
01	Willis Community Building	410	3,660	4,070	01
02	Conroe Seventh-Day Adventist Church	305	3,505	3,810	02
03	The Woodlands High School Ninth Grade Campus	493	4,415	4,908	03
04	McCullough Junior High School - Nancy Bock Center for Performing Arts	290	1,672	1,962	04
05	Long Street Community Center	17	327	344	05
06	Joel L. Deretchin Elementary School	516	3,774	4,290	06
07	New Caney Elementary School	203	2,141	2,344	07
08	Browder Community Center	255	3,689	3,944	08
09	Dobbin - Dacus Community Center	170	1,977	2,147	09
10	Booker T. Washington High School	283	2,612	2,895	10
11	Lake Conroe Forest Community Building	313	2,476	2,789	11
12	Security Community Center	242	2,997	3,239	12
13	High Meadow Ranch Golf Club	149	2,351	2,500	13
14	Robert L. Crippen Elementary School	243	4,695	4,938	14
15	Cornerstone Church	335	3,642	3,977	15
16	East Montgomery County Community Development Center	398	4,393	4,791	16
17	First Baptist Church Groceville	329	4,835	5,164	17
18	Magnolia Community Center	343	4,863	5,206	18
19	City of Montgomery City Hall	351	4,164	4,515	19
20	Travis Intermediate School	219	2,135	2,354	20
21	Conroe High School Ninth Grade Campus	976	3,272	4,248	21
22	Lake Conroe Hills Community Building	423	4,241	4,664	22
23	North Montgomery County Community Center	630	4,627	5,257	23
24	Emmit E. Houser Elementary School	356	3,172	3,528	24
25	Grangerland Community Center	238	2,011	2,249	25
26	East Montgomery County Fair Association Building	480	4,489	4,969	26
27	Rivershire Club House	482	2,176	2,658	27
28	Decker Prairie Elementary School	327	4,322	4,649	28
29	West Montgomery County Community Development Center	335	4,674	5,009	29
30	Magnolia High School	285	4,917	5,202	30
31	Shenandoah Municipal Complex	576	4,472	5,048	31
32	W. D. Wilkerson Intermediate School	538	2,594	3,132	32
33	South County Community Center	851	3,642	4,493	33
34	Needham Fire and Rescue Station 64	264	2,849	3,113	34
35	Oak Ridge North Municipal Building	660	4,795	5,455	35
36	Allendale Baptist Church	396	5,093	5,489	36
37	Friendship United Methodist Church	395	3,524	3,919	37
38	Montgomery County West Annex	422	3,867	4,289	38
39	Oak Hills Junior High School	213	3,258	3,471	39
40	Harold Cryar Intermediate School	747	4,756	5,503	40
41	Splendora ISD Administration Building	314	4,899	5,213	41

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42	Veterans Memorial Intermediate	76	880	956	42
43	Panorama Village City Hall	467	4,728	5,195	43
44	The Lone Star Convention Center	470	2,749	3,219	44
45	Timber Lakes/Timber Ridge Pavilion	445	2,692	3,137	45
46	Spring Creek Greenway Nature Center	371	4,140	4,511	46
47	South Montgomery County Fire Station #4	330	2,636	2,966	47
48	Sally K. Ride Elementary School	217	2,191	2,408	48
49	David Elementary School	200	2,113	2,313	49
50	Far Hills Utility District Building	383	4,874	5,257	50
51	Central Library	669	2,216	2,885	51
52	New Caney Central Administration Office	463	4,346	4,809	52
53	Woodbranch City Hall	328	5,508	5,836	53
54	Peach Creek Baptist Church	378	4,072	4,450	54
55	Stephen F. Austin Elementary School	163	1,683	1,846	55
56	The Woodlands Emergency Training Center	584	5,086	5,670	56
57	Calvary Road Baptist Church	280	3,177	3,457	57
58	Lone Star College System	199	2,302	2,501	58
59	Colin L. Powell Elementary School	144	1,557	1,701	59
60	Montgomery County Juvenile Facility	245	2,527	2,772	60
61	George and Cynthia Woods Mitchell Library	516	4,502	5,018	61
62	Donald R. Collins Intermediate School	288	2,539	2,827	62
63	Walden Community Church	465	4,380	4,845	63
64	Whispering Pines Baptist Church	215	2,085	2,300	64
65	J. L. Lyon Elementary School	340	4,782	5,122	65
66	Outback Western Wear Event Hall	389	4,638	5,027	66
67	Lamar Elementary School	329	2,497	2,826	67
68	Knights of Columbus Hall	441	4,874	5,315	68
69	Barbara Pierce Bush Elementary School	407	3,892	4,299	69
70	The Woodlands Recreation Center at Bear Branch Park	253	2,518	2,771	70
71	Don A. Buckalew Elementary School	610	4,279	4,889	71
72	Bentwater Yacht Club	325	4,322	4,647	72
73	City of Conroe, Dean Towery Service Center	187	1,995	2,182	73
74	Cedric C. Smith Elementary School	330	2,476	2,806	74
75	Windsor Hills Homeowners' Association Club House	879	3,909	4,788	75
76	Westwood Landowners' Association Building	448	4,437	4,885	76
77	April Sound Church	432	4,036	4,468	77
78	Roger L. Galatas Elementary School	536	4,711	5,247	78
79	Glen Loch Elementary School	282	2,001	2,283	79
80	Imperial Oaks Neighborhood Center - Recreation Center	390	4,547	4,937	80
81	George P. Mitchell Intermediate School	542	4,017	4,559	81
82	Bens Branch Elementary School	278	3,887	4,165	82
83	Security Community Center	124	2,041	2,165	83
84	South Montgomery County Fire Station #1	1,175	3,723	4,898	84
85	Northridge Baptist Church	355	3,717	4,072	85
86	Living Branch Church	300	2,824	3,124	86
87	Birnam Woods Elementary School	426	5,068	5,494	87
88	Ann K. Snyder Elementary School	454	4,662	5,116	88

* Jurisdiction Occupies only a part of the Precinct

Montgomery County Elections

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89	Bear Branch Elementary School	395	4,007	4,402	89
90	The Palm Community Building	301	4,608	4,909	90
91	Magnolia West High School	436	4,899	5,335	91
92	George C. Kaufman III Elementary School	540	4,822	5,362	92
93	Valley Ranch Elementary School	492	4,647	5,139	93
94	Lone Star College - Kingwood, Performing Arts Center	618	4,261	4,879	94
95	Kings Manor Elementary School	705	3,846	4,551	95
96	Gerald D. Irons, Sr. Junior High School	549	5,143	5,692	96
97	Magnolia Event Center	335	4,481	4,816	97
98	KC Event Center	423	1,958	2,381	98
99	Jean E. Stewart Elementary School	330	3,871	4,201	99
100	Grand Oaks High School	458	5,183	5,641	100
101	Coulson Tough Flex School Grades K-6	408	2,470	2,878	101
102	John V. Peet Junior High School	437	4,869	5,306	102
103	C. D. York Junior High School	592	4,106	4,698	103
104	Foster's Ridge Club House	199	2,268	2,467	104
105	Lone Star Community Center	302	3,733	4,035	105
106	Montgomery County ESD #3 Administration and Training Facility	309	3,901	4,210	106
107	George P. Mitchell Intermediate School	17	36	53	107
108	KC Event Center	414	2,939	3,353	108
109	City of Conroe Westside Recreation Center	210	2,540	2,750	109
110	Bonnie Wilkinson Elementary School	237	2,933	3,170	110
111	Ben Milam Elementary School	187	2,339	2,526	111
112	Lake Creek High School	264	2,973	3,237	112
113	Decker Prairie Community Center	270	4,288	4,558	113
		43,328	399,930	443,258	113

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Montgomery County Elections

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Single Member Water Conservation District - Precinct

Lone Star Groundwater Conservation District - Precinct 1					
PCT	Polling Location	Suspense	Active	Total	PCT
01	Willis Community Building	410	3,660	4,070	01
02	Conroe Seventh-Day Adventist Church	305	3,505	3,810	02
05	Long Street Community Center	17	327	344	05
08	Browder Community Center	255	3,689	3,944	08
09	Dobbin - Dacus Community Center	170	1,977	2,147	09
10	Booker T. Washington High School	283	2,612	2,895	10
19	City of Montgomery City Hall	351	4,164	4,515	19
20	Travis Intermediate School	219	2,135	2,354	20
21	Conroe High School Ninth Grade Campus	976	3,272	4,248	21
22	Lake Conroe Hills Community Building	423	4,241	4,664	22
23	North Montgomery County Community Center	630	4,627	5,257	23
27	Rivershire Club House	482	2,176	2,658	27
38	Montgomery County West Annex	422	3,867	4,289	38
40	Harold Cryar Intermediate School	747	4,756	5,503	40
43	Panorama Village City Hall	467	4,728	5,195	43
44	The Lone Star Convention Center	470	2,749	3,219	44
50	Far Hills Utility District Building	383	4,874	5,257	50
51	Central Library	669	2,216	2,885	51
57	Calvary Road Baptist Church	280	3,177	3,457	57
60	Montgomery County Juvenile Facility	245	2,527	2,772	60
63	Walden Community Church	465	4,380	4,845	63
72	Bentwater Yacht Club	325	4,322	4,647	72
73	City of Conroe, Dean Towery Service Center	187	1,995	2,182	73
77	April Sound Church	432	4,036	4,468	77
85	Northridge Baptist Church	355	3,717	4,072	85
102	John V. Peet Junior High School	437	4,869	5,306	102
105	Lone Star Community Center	302	3,733	4,035	105
110	Bonnie Wilkinson Elementary School	237	2,933	3,170	110
		10,944	95,264	106,208	28

* Jurisdiction Occupies only a part of the Precinct

Montgomery County Elections

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Lone Star Groundwater Conservation District - Precinct 2					
PCT	Polling Location	Suspense	Active	Total	PCT
11	Lake Conroe Forest Community Building	313	2,476	2,789	11
13	High Meadow Ranch Golf Club	149	2,351	2,500	13
15	Cornerstone Church	335	3,642	3,977	15
18	Magnolia Community Center	343	4,863	5,206	18
28	Decker Prairie Elementary School	327	4,322	4,649	28
29	West Montgomery County Community Development Center	335	4,674	5,009	29
30	Magnolia High School	285	4,917	5,202	30
31	Shenandoah Municipal Complex	576	4,472	5,048	31
34	Needham Fire and Rescue Station 64	264	2,849	3,113	34
39	Oak Hills Junior High School	213	3,258	3,471	39
65	J. L. Lyon Elementary School	340	4,782	5,122	65
66	Outback Western Wear Event Hall	389	4,638	5,027	66
69	Barbara Pierce Bush Elementary School	407	3,892	4,299	69
71	Don A. Buckalew Elementary School	610	4,279	4,889	71
74	Cedric C. Smith Elementary School	330	2,476	2,806	74
75	Windsor Hills Homeowners' Association Club House	879	3,909	4,788	75
76	Westwood Landowners' Association Building	448	4,437	4,885	76
81	George P. Mitchell Intermediate School	542	4,017	4,559	81
86	Living Branch Church	300	2,824	3,124	86
89	Bear Branch Elementary School	395	4,007	4,402	89
90	The Palm Community Building	301	4,608	4,909	90
91	Magnolia West High School	436	4,899	5,335	91
97	Magnolia Event Center	335	4,481	4,816	97
98	KC Event Center	423	1,958	2,381	98
99	Jean E. Stewart Elementary School	330	3,871	4,201	99
104	Foster's Ridge Club House	199	2,268	2,467	104
106	Montgomery County ESD #3 Administration and Training Facility	309	3,901	4,210	106
107	George P. Mitchell Intermediate School	17	36	53	107
108	KC Event Center	414	2,939	3,353	108
109	City of Conroe Westside Recreation Center	210	2,540	2,750	109
112	Lake Creek High School	264	2,973	3,237	112
113	Decker Prairie Community Center	270	4,288	4,558	113
		11,288	115,847	127,135	32

* Jurisdiction Occupies only a part of the Precinct

Montgomery County Elections

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Lone Star Groundwater Conservation District - Precinct 3					
PCT	Polling Location	Suspense	Active	Total	PCT
03	The Woodlands High School Ninth Grade Campus	493	4,415	4,908	03
04	McCullough Junior High School - Nancy Bock Center for Performing Arts	290	1,672	1,962	04
06	Joel L. Deretchin Elementary School	516	3,774	4,290	06
32	W. D. Wilkerson Intermediate School	538	2,594	3,132	32
33	South County Community Center	851	3,642	4,493	33
*35	Oak Ridge North Municipal Building	660	4,795	5,455	*35
45	Timber Lakes/Timber Ridge Pavilion	445	2,692	3,137	45
46	Spring Creek Greenway Nature Center	371	4,140	4,511	46
47	South Montgomery County Fire Station #4	330	2,636	2,966	47
48	Sally K. Ride Elementary School	217	2,191	2,408	48
49	David Elementary School	200	2,113	2,313	49
58	Lone Star College System	199	2,302	2,501	58
59	Colin L. Powell Elementary School	144	1,557	1,701	59
61	George and Cynthia Woods Mitchell Library	516	4,502	5,018	61
62	Donald R. Collins Intermediate School	288	2,539	2,827	62
67	Lamar Elementary School	329	2,497	2,826	67
68	Knights of Columbus Hall	441	4,874	5,315	68
70	The Woodlands Recreation Center at Bear Branch Park	253	2,518	2,771	70
78	Roger L. Galatas Elementary School	536	4,711	5,247	78
79	Glen Loch Elementary School	282	2,001	2,283	79
80	Imperial Oaks Neighborhood Center - Recreation Center	390	4,547	4,937	80
84	South Montgomery County Fire Station #1	1,175	3,723	4,898	84
87	Birnam Woods Elementary School	426	5,068	5,494	87
88	Ann K. Snyder Elementary School	454	4,662	5,116	88
92	George C. Kaufman III Elementary School	540	4,822	5,362	92
100	Grand Oaks High School	458	5,183	5,641	100
101	Coulson Tough Flex School Grades K-6	408	2,470	2,878	101
103	C. D. York Junior High School	592	4,106	4,698	103
		12,342	96,746	109,088	28

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Montgomery County Elections

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Lone Star Groundwater Conservation District - Precinct 4					
PCT	Polling Location	Suspense	Active	Total	PCT
07	New Caney Elementary School	203	2,141	2,344	07
12	Security Community Center	242	2,997	3,239	12
14	Robert L. Crippen Elementary School	243	4,695	4,938	14
16	East Montgomery County Community Development Center	398	4,393	4,791	16
17	First Baptist Church Groceville	329	4,835	5,164	17
24	Emmit E. Houser Elementary School	356	3,172	3,528	24
25	Grangerland Community Center	238	2,011	2,249	25
26	East Montgomery County Fair Association Building	480	4,489	4,969	26
36	Allendale Baptist Church	396	5,093	5,489	36
*37	Friendship United Methodist Church	395	3,524	3,919	*37
41	Splendora ISD Administration Building	314	4,899	5,213	41
42	Veterans Memorial Intermediate	76	880	956	42
52	New Caney Central Administration Office	463	4,346	4,809	52
53	Woodbranch City Hall	328	5,508	5,836	53
54	Peach Creek Baptist Church	378	4,072	4,450	54
55	Stephen F. Austin Elementary School	163	1,683	1,846	55
56	The Woodlands Emergency Training Center	584	5,086	5,670	56
64	Whispering Pines Baptist Church	215	2,085	2,300	64
82	Bens Branch Elementary School	278	3,887	4,165	82
83	Security Community Center	124	2,041	2,165	83
93	Valley Ranch Elementary School	492	4,647	5,139	93
94	Lone Star College - Kingwood, Performing Arts Center	618	4,261	4,879	94
95	Kings Manor Elementary School	705	3,846	4,551	95
96	Gerald D. Irons, Sr. Junior High School	549	5,143	5,692	96
111	Ben Milam Elementary School	187	2,339	2,526	111
		8,754	92,073	100,827	25

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Montgomery County Elections

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Single Member Water Conservation District – Other Territory

Single Member Water Conservation District - City of Conroe					
PCT	Polling Location	Suspense	Active	Total	PCT
*01	Willis Community Building	115	1,573	1,688	*01
*02	Conroe Seventh-Day Adventist Church	304	3,496	3,800	*02
10	Booker T. Washington High School	283	2,612	2,895	10
*11	Lake Conroe Forest Community Building	120	1,401	1,521	*11
*15	Cornerstone Church	40	652	692	*15
*17	First Baptist Church Groceville			0	*17
20	Travis Intermediate School	219	2,135	2,354	20
*21	Conroe High School Ninth Grade Campus	975	3,260	4,235	*21
*25	Grangerland Community Center	6	159	165	*25
27	Rivershire Club House	482	2,176	2,658	27
*31	Shenandoah Municipal Complex			0	*31
*34	Needham Fire and Rescue Station 64			0	*34
*38	Montgomery County West Annex	11	120	131	*38
*40	Harold Cryar Intermediate School	747	4,754	5,501	*40
*43	Panorama Village City Hall	301	2,848	3,149	*43
*44	The Lone Star Convention Center	470	2,744	3,214	*44
*50	Far Hills Utility District Building	42	889	931	*50
51	Central Library	669	2,216	2,885	51
*56	The Woodlands Emergency Training Center	1	30	31	*56
*60	Montgomery County Juvenile Facility	214	2,070	2,284	*60
73	City of Conroe, Dean Towery Service Center	187	1,995	2,182	73
*75	Windsor Hills Homeowners' Association Club House	572	2,508	3,080	*75
77	April Sound Church	432	4,036	4,468	77
*85	Northridge Baptist Church		3	3	*85
*86	Living Branch Church	211	1,633	1,844	*86
*90	The Palm Community Building	1	5	6	*90
*98	KC Event Center	253	366	619	*98
*102	John V. Peet Junior High School	356	3,914	4,270	*102
*105	Lone Star Community Center			0	*105
*108	KC Event Center	97	282	379	*108
109	City of Conroe Westside Recreation Center	210	2,540	2,750	109
110	Bonnie Wilkinson Elementary School	237	2,933	3,170	110
*112	Lake Creek High School	8	331	339	*112
		7,563	53,681	61,244	33

* Jurisdiction Occupies only a part of the Precinct

Montgomery County Elections

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Single Member Water Conservation District - The Woodlands Township					
PCT	Polling Location	Suspense	Active	Total	PCT
*03	The Woodlands High School Ninth Grade Campus	366	2,405	2,771	*03
04	McCullough Junior High School - Nancy Bock Center for Performing Arts	290	1,672	1,962	04
*06	Joel L. Deretchin Elementary School	516	3,774	4,290	*06
*31	Shenandoah Municipal Complex	312	1,765	2,077	*31
*32	W. D. Wilkerson Intermediate School	487	2,393	2,880	*32
*33	South County Community Center	846	3,496	4,342	*33
*45	Timber Lakes/Timber Ridge Pavilion	132	1,025	1,157	*45
48	Sally K. Ride Elementary School	217	2,191	2,408	48
49	David Elementary School	200	2,113	2,313	49
*56	The Woodlands Emergency Training Center	300	2,598	2,898	*56
58	Lone Star College System	199	2,302	2,501	58
59	Colin L. Powell Elementary School	144	1,557	1,701	59
*61	George and Cynthia Woods Mitchell Library	516	4,502	5,018	*61
*62	Donald R. Collins Intermediate School	207	2,163	2,370	*62
*67	Lamar Elementary School	328	2,488	2,816	*67
*69	Barbara Pierce Bush Elementary School	407	3,892	4,299	*69
70	The Woodlands Recreation Center at Bear Branch Park	253	2,518	2,771	70
*71	Don A. Buckalew Elementary School	556	4,136	4,692	*71
*74	Cedric C. Smith Elementary School		1	1	*74
*75	Windsor Hills Homeowners' Association Club House	300	1,305	1,605	*75
78	Roger L. Galatas Elementary School	536	4,711	5,247	78
*79	Glen Loch Elementary School	262	1,828	2,090	*79
*81	George P. Mitchell Intermediate School	477	2,795	3,272	*81
*84	South Montgomery County Fire Station #1	265	1,301	1,566	*84
*98	KC Event Center	170	1,592	1,762	*98
*101	Coulson Tough Flex School Grades K-6	259	1,880	2,139	*101
		8,545	62,403	70,948	26

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Montgomery County Elections

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Item 11.

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Central Appraisal District

Montgomery Central Appraisal District					
PCT	Polling Location	Suspense	Active	Total	PCT
01	Willis Community Building	410	3,660	4,070	01
02	Conroe Seventh-Day Adventist Church	305	3,505	3,810	02
03	The Woodlands High School Ninth Grade Campus	493	4,415	4,908	03
04	McCullough Junior High School - Nancy Bock Center for Performing Arts	290	1,672	1,962	04
05	Long Street Community Center	17	327	344	05
06	Joel L. Deretchin Elementary School	516	3,774	4,290	06
07	New Caney Elementary School	203	2,141	2,344	07
08	Browder Community Center	255	3,689	3,944	08
09	Dobbin - Dacus Community Center	170	1,977	2,147	09
10	Booker T. Washington High School	283	2,612	2,895	10
11	Lake Conroe Forest Community Building	313	2,476	2,789	11
12	Security Community Center	242	2,997	3,239	12
13	High Meadow Ranch Golf Club	149	2,351	2,500	13
14	Robert L. Crippen Elementary School	243	4,695	4,938	14
15	Cornerstone Church	335	3,642	3,977	15
16	East Montgomery County Community Development Center	398	4,393	4,791	16
17	First Baptist Church Groceville	329	4,835	5,164	17
18	Magnolia Community Center	343	4,863	5,206	18
19	City of Montgomery City Hall	351	4,164	4,515	19
20	Travis Intermediate School	219	2,135	2,354	20
21	Conroe High School Ninth Grade Campus	976	3,272	4,248	21
22	Lake Conroe Hills Community Building	423	4,241	4,664	22
23	North Montgomery County Community Center	630	4,627	5,257	23
24	Emmit E. Houser Elementary School	356	3,172	3,528	24
25	Grangerland Community Center	238	2,011	2,249	25
26	East Montgomery County Fair Association Building	480	4,489	4,969	26
27	Rivershire Club House	482	2,176	2,658	27
28	Decker Prairie Elementary School	327	4,322	4,649	28
29	West Montgomery County Community Development Center	335	4,674	5,009	29
30	Magnolia High School	285	4,917	5,202	30
31	Shenandoah Municipal Complex	576	4,472	5,048	31
32	W. D. Wilkerson Intermediate School	538	2,594	3,132	32
33	South County Community Center	851	3,642	4,493	33
34	Needham Fire and Rescue Station 64	264	2,849	3,113	34
35	Oak Ridge North Municipal Building	660	4,795	5,455	35
36	Allendale Baptist Church	396	5,093	5,489	36
37	Friendship United Methodist Church	395	3,524	3,919	37
38	Montgomery County West Annex	422	3,867	4,289	38
39	Oak Hills Junior High School	213	3,258	3,471	39
40	Harold Cryar Intermediate School	747	4,756	5,503	40
41	Splendora ISD Administration Building	314	4,899	5,213	41

* Jurisdiction Occupies only a part of the Precinct

Montgomery County Elections

Exhibit B

Report Time: 7/17/2024 2:22:04 PM

42	Veterans Memorial Intermediate	76	880	956	42
43	Panorama Village City Hall	467	4,728	5,195	43
44	The Lone Star Convention Center	470	2,749	3,219	44
45	Timber Lakes/Timber Ridge Pavilion	445	2,692	3,137	45
46	Spring Creek Greenway Nature Center	371	4,140	4,511	46
47	South Montgomery County Fire Station #4	330	2,636	2,966	47
48	Sally K. Ride Elementary School	217	2,191	2,408	48
49	David Elementary School	200	2,113	2,313	49
50	Far Hills Utility District Building	383	4,874	5,257	50
51	Central Library	669	2,216	2,885	51
52	New Caney Central Administration Office	463	4,346	4,809	52
53	Woodbranch City Hall	328	5,508	5,836	53
54	Peach Creek Baptist Church	378	4,072	4,450	54
55	Stephen F. Austin Elementary School	163	1,683	1,846	55
56	The Woodlands Emergency Training Center	584	5,086	5,670	56
57	Calvary Road Baptist Church	280	3,177	3,457	57
58	Lone Star College System	199	2,302	2,501	58
59	Colin L. Powell Elementary School	144	1,557	1,701	59
60	Montgomery County Juvenile Facility	245	2,527	2,772	60
61	George and Cynthia Woods Mitchell Library	516	4,502	5,018	61
62	Donald R. Collins Intermediate School	288	2,539	2,827	62
63	Walden Community Church	465	4,380	4,845	63
64	Whispering Pines Baptist Church	215	2,085	2,300	64
65	J. L. Lyon Elementary School	340	4,782	5,122	65
66	Outback Western Wear Event Hall	389	4,638	5,027	66
67	Lamar Elementary School	329	2,497	2,826	67
68	Knights of Columbus Hall	441	4,874	5,315	68
69	Barbara Pierce Bush Elementary School	407	3,892	4,299	69
70	The Woodlands Recreation Center at Bear Branch Park	253	2,518	2,771	70
71	Don A. Buckalew Elementary School	610	4,279	4,889	71
72	Bentwater Yacht Club	325	4,322	4,647	72
73	City of Conroe, Dean Towery Service Center	187	1,995	2,182	73
74	Cedric C. Smith Elementary School	330	2,476	2,806	74
75	Windsor Hills Homeowners' Association Club House	879	3,909	4,788	75
76	Westwood Landowners' Association Building	448	4,437	4,885	76
77	April Sound Church	432	4,036	4,468	77
78	Roger L. Galatas Elementary School	536	4,711	5,247	78
79	Glen Loch Elementary School	282	2,001	2,283	79
80	Imperial Oaks Neighborhood Center - Recreation Center	390	4,547	4,937	80
81	George P. Mitchell Intermediate School	542	4,017	4,559	81
82	Bens Branch Elementary School	278	3,887	4,165	82
83	Security Community Center	124	2,041	2,165	83
84	South Montgomery County Fire Station #1	1,175	3,723	4,898	84
85	Northridge Baptist Church	355	3,717	4,072	85
86	Living Branch Church	300	2,824	3,124	86
87	Birnam Woods Elementary School	426	5,068	5,494	87
88	Ann K. Snyder Elementary School	454	4,662	5,116	88

* Jurisdiction Occupies only a part of the Precinct

Montgomery County Elections

Exhibit B

Report Time: 7/17/2024 2:22:04 PM

89	Bear Branch Elementary School	395	4,007	4,402	89
90	The Palm Community Building	301	4,608	4,909	90
91	Magnolia West High School	436	4,899	5,335	91
92	George C. Kaufman III Elementary School	540	4,822	5,362	92
93	Valley Ranch Elementary School	492	4,647	5,139	93
94	Lone Star College - Kingwood, Performing Arts Center	618	4,261	4,879	94
95	Kings Manor Elementary School	705	3,846	4,551	95
96	Gerald D. Irons, Sr. Junior High School	549	5,143	5,692	96
97	Magnolia Event Center	335	4,481	4,816	97
98	KC Event Center	423	1,958	2,381	98
99	Jean E. Stewart Elementary School	330	3,871	4,201	99
100	Grand Oaks High School	458	5,183	5,641	100
101	Coulson Tough Flex School Grades K-6	408	2,470	2,878	101
102	John V. Peet Junior High School	437	4,869	5,306	102
103	C. D. York Junior High School	592	4,106	4,698	103
104	Foster's Ridge Club House	199	2,268	2,467	104
105	Lone Star Community Center	302	3,733	4,035	105
106	Montgomery County ESD #3 Administration and Training Facility	309	3,901	4,210	106
107	George P. Mitchell Intermediate School	17	36	53	107
108	KC Event Center	414	2,939	3,353	108
109	City of Conroe Westside Recreation Center	210	2,540	2,750	109
110	Bonnie Wilkinson Elementary School	237	2,933	3,170	110
111	Ben Milam Elementary School	187	2,339	2,526	111
112	Lake Creek High School	264	2,973	3,237	112
113	Decker Prairie Community Center	270	4,288	4,558	113
		43,328	399,930	443,258	113

Montgomery City Council
AGENDA REPORT

Meeting Date: August 13, 2024	Budgeted Amount:
Department: Police	Prepared By: Anthony Solomon

Subject
Adoption of the Joint Election Services Agreement with Montgomery County.

Recommendation
Adoption of the Joint Election Services Agreement with Montgomery County.

Discussion
This Agreement provides that all the entities that participate in the Joint Election desire to enter into a Joint Election Agreement for the purpose of sharing election equipment, election officials, precinct polling locations and electronic voting equipment.

The cost will be provided as soon as all the participating entities have provided their notice of participation. The cost is divided among all the participating entities.

Approved By		
Chief of Police	Anthony Solomon	August 7, 2024
City Administrator	Gary Palmer	August 7, 2024

Joint Election Agreement

Political Subdivision of _____

WHEREAS, the undersigned Political Subdivisions (collectively referred to hereinafter as "Participating Entities") will each hold an election on November 5, 2024; and

WHEREAS, Montgomery County Elections Administrator, Suzie Harvey, as Montgomery County's Election Officer, has entered into separate Election Services Agreements with each of the undersigned Participating Entities wherein the County's Election Officer will administer elections occurring on November 5, 2024, to be held in precincts in Montgomery County, as authorized under Subchapter D of Chapter 31 of the Texas Election Code ("Election Services Agreements"); and

WHEREAS, the Participating Entities desire to enter into a Joint Election Agreement, as authorized under Chapter 271 of the Texas Election Code, for the purpose of sharing election equipment, election officials, polling places, and costs where appropriate.

NOW, THEREFORE, Participating Entities enter this Joint Election Agreement under the terms that follow:

I. Scope of Joint Election Agreement

The Participating Entities enter this Joint Election Agreement ("Agreement") for the purpose of jointly conducting elections to be held on November 5, 2024 ("Joint Election").

II. Appoint Election Officer

The Participating Entities appoint Suzie Harvey, Montgomery County Elections Administrator ("Contracting Officer"), to serve as the Election Officer to perform the duties and responsibilities of Election Officer itemized in the Election Services Agreements for the Joint Election.

III. Early Voting and Election Day

Early voting and election day voting shall be held in common precincts where appropriate, at the dates, times, and locations adopted by Montgomery County Commissioners' Court or designated by Contracting Officer, as applicable, and shall be authorized and ordered by the governing body of each Participating Entity.

IV. Joint Election Costs; Adjustment of Costs in the Event of Cancellation of Election; Payment

The estimated election expenses for each Participating Entity, including administrative costs and expenses for facilities, personnel, supplies, equipment, services, and training, are reflected in the Exhibit D - Cost Estimate, when incorporated into each Election Services Agreement. The Participating Entities agree that they will be responsible for and will pay from budgeted funds their share of the actual election expenses attributable to each entity according to the table incorporated into the Election Services Agreements as the Final Invoice.

V. Reasonable Cooperation

The Participating Entities agree to reasonably cooperate with each other as is necessary to carry out the terms of this Agreement.


VI. Miscellaneous Provisions

1. This Agreement becomes effective with respect to each Participating Entity upon execution by that Participating Entity. The obligations of this Agreement will continue as to each Participating Entity until each Participating Entity has made full payment of its share of election costs under this Agreement and its respective Election Services Agreement, which costs are related to the Joint Election.
2. If for any reason a Participating Entity does not participate in the Joint Election, this Joint Election Agreement shall remain in effect between all remaining Participating Entities.
3. Notices given under this Agreement must be in writing and may be effected by hand delivery, fax, email, or certified mail to the Contracting Officer and/or the Participating Entities at the addresses listed on their respective signature blocks below.
4. This Agreement may not be amended or modified except in writing executed by the Contracting Officer and each respective Participating Entity with whom the amendment or modification has been mutually agreed.
5. The obligations under this Agreement are performable in Montgomery County, Texas.
6. Venue for any dispute arising under this Agreement shall be in Montgomery County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.
7. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; and the Participating Entities shall perform their obligations under this Agreement as expressed in the terms and provisions of this Agreement.
8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes. Faxed or emailed signatures and/or electronic signatures shall have the same force and effect as an original signature.

IN TESTIMONY WHEREOF, this Agreement is executed by Montgomery County, Texas or the Contracting Officer, as applicable, and each Participating Entity on the dates indicated below.

See attached signature page(s):

July 2, 2024
Date

Signature: 
 Printed name: Mark Keough
 Title: County Judge
 Political Subdivision: Montgomery County, Texas
 All correspondence to be directed to:
 Montgomery County Elections Office
 Address: P. O. Box 2646
 City, State, Zip: Conroe, Texas 77305-2646
 Telephone: (936) 539-7843
 Fax: (936) 788-8340
 Email: suzie.harvey@mctx.org
 cynthia.jamieson@mctx.org

Date

Signature: _____
 Printed name: _____
 Title: _____
 Political Subdivision: _____
 Address: _____
 City, State, Zip: _____
 Telephone: () _____
 Fax: () _____
 Email: _____

Date

Signature: _____
 Printed name: _____
 Title: _____
 Political Subdivision: _____
 Address: _____
 City, State, Zip: _____
 Telephone: () _____
 Fax: () _____
 Email: _____

Date

Signature: _____
 Printed name: _____
 Title: _____
 Political Subdivision: _____
 Address: _____
 City, State, Zip: _____
 Telephone: () _____
 Fax: () _____
 Email: _____

Montgomery City Council
AGENDA REPORT

Meeting Date: August 13, 2024	Budgeted Amount: Rate Driven
Department: Administration	Prepared By: G. Palmer

Subject

Consideration and possible action on the following:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AMENDING THE RATES TO BE CHARGED FOR SOLID WASTE COLLECTION SERVICE INSIDE THE CITY OF MONTGOMERY, TEXAS; PROVIDING FOR A PENALTY FOR FAILURE TO PAY ACCOUNTS; PROVIDING CONDITIONS UPON WHICH SERVICE WILL BE RESUMED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Recommendation

Staff recommends approval of the new rate increases as **and** the proposed increase of from 2.5% to 5% to cover the City’s administrative costs for managing the services.

Discussion

We recently approved the agreement with Waste Management. The rates in this Ordinance reflect the agreed upon costs for services between the City and Waste Management.

Approved By

City Administrator	G. Palmer	Date: 08-08-2024

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AMENDING THE RATES TO BE CHARGED FOR SOLID WASTE COLLECTION SERVICE INSIDE THE CITY OF MONTGOMERY, TEXAS; PROVIDING FOR A PENALTY FOR FAILURE TO PAY ACCOUNTS; PROVIDING CONDITIONS UPON WHICH SERVICE WILL BE RESUMED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Montgomery, Texas has entered into a contract with Waste Management of Texas, Inc. for the collection of garbage within the City in those areas served by the City; and

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WHEREAS, the agreement between the City of Montgomery, Texas and Waste Management of Texas, Inc. requires an ~~annual CPI increase~~ specific increases based on CPI and fuel costs; and

WHEREAS, all residential, commercial and industrial customers of the City are required to use the service provided by Waste Management of Texas, Inc.; and

WHEREAS, Waste Management of Texas, Inc. has notified the City of a contract renewal price adjustment for Residential and Commercial service rates in accordance with the agreement.

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

Section 1. Garbage Rates.

There shall be charged and collected by the City from each resident user and commercial customer for garbage and trash pickup the following rates (see Schedule A attached – Base Rates) plus a ~~2.5~~ 5% fee to cover administrative costs:

Residential:

<u>Price per home per month (combined collection services):</u>	<u>\$24.94</u>
<u>Additional solid waste or/and recycling cart per cart per month:</u>	<u>\$9.67</u>
<u>Lost or stolen replacement (direct billed to resident per cart):</u>	<u>\$90.64</u>

Commercial:

<u>Price per WM 96 gal cart:</u>	<u>\$30.99</u>
<u>Additional solid waste cart per cart per month:</u>	<u>\$9.67</u>
<u>Lost or stolen replacement (direct billed to resident per cart):</u>	<u>\$90.64</u>

~~a. Residential:~~

~~Price per home per month (combined collection services): \$23.75
Additional solid waste or/and recycling cart per cart per month: \$9.21
Lost or stolen replacement (direct billed to resident per cart): \$86.32~~

~~b. Commercial:~~

~~Price per WM 96 gal cart: \$29.51
Additional solid waste cart per cart per month: \$9.21
Lost or stolen replacement (direct billed to resident per cart): \$86.32~~

Section 2. Time and Place of Payment.

All customer accounts for garbage and trash pickup service shall be billed on a monthly basis. Payments shall be due and payable within fifteen (15) days after the bill is mailed. Payment shall be made at the City Hall, City of Montgomery, Texas, located at 101 Old Plantersville Road, or by mail at 101 Old Plantersville Road, Montgomery, Texas 77316. It shall be prima facia evidence that a billing has been received by a customer if the bill has been deposited in the U.S. Mail, postage paid.

Section 3. Penalties for Late Payment.

There shall be added to each account for garbage and trash services which are not paid as provided in Section I herein, a sum equal to ten percent (10%) of the amount of said account, as a penalty for late payment more than fifteen (15) days past the due date.

Section 4. Discontinuance of Service.

Garbage and trash service to any customer whose account is more than twenty (20) days delinquent shall be cut-off, and the charge therefore will be Twenty-Five Dollars (\$25.00) for resumption of service.

Section 5. Repealing Clause.

Any conflicting provisions of any other City ordinance are hereby repealed.

Section 6. Savings Clause.

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portion of this Ordinance shall not be affected hereby, it being the intention of the City Council of the City of Montgomery in adopting and of the Mayor in approving this Ordinance, that no portion hereof or provisions or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation.

Section 7. Texas Open Meetings Act.

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

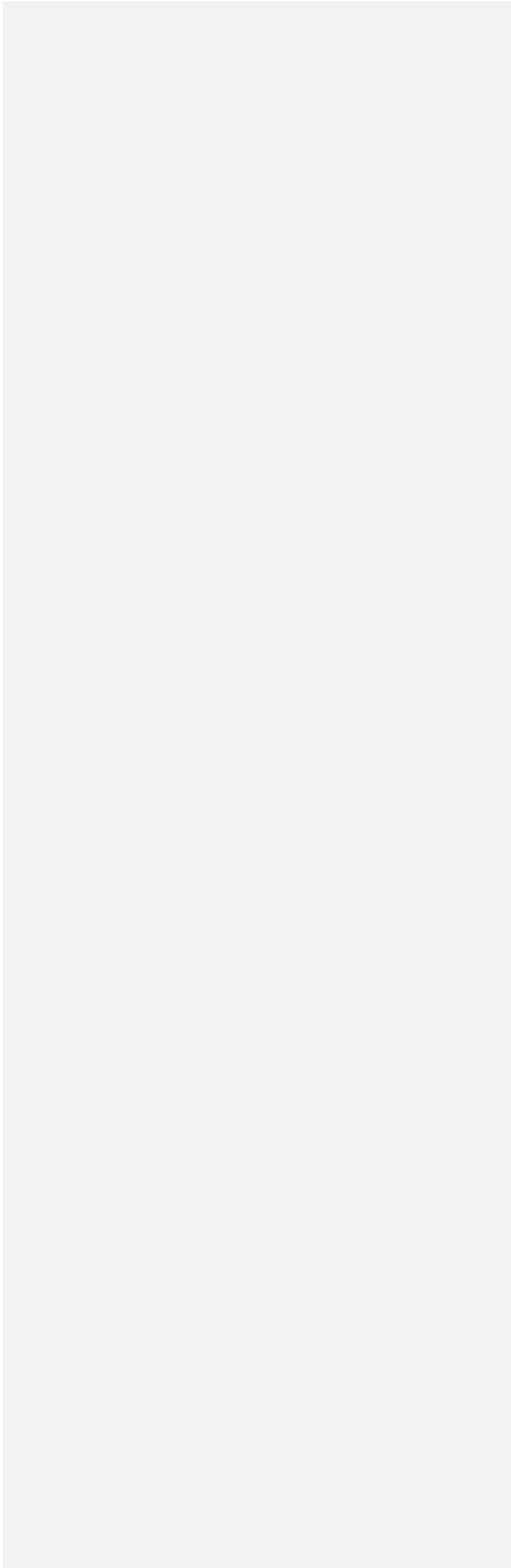
Section 8. Effective Date.

This Ordinance shall take effect and be in force after City Council approval.

PASSED AND APPROVED by the City Council of the City of Montgomery, Texas, on the ____ day of _____ ~~2023~~2024.

ATTEST:

~~Nici Browe~~Gary Palmer, City ~~Secretary~~Administrator ~~Byron~~
~~Sanford~~Sara Countryman, Mayor



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AMENDING THE RATES TO BE CHARGED FOR SOLID WASTE COLLECTION SERVICE INSIDE THE CITY OF MONTGOMERY, TEXAS; PROVIDING FOR A PENALTY FOR FAILURE TO PAY ACCOUNTS; PROVIDING CONDITIONS UPON WHICH SERVICE WILL BE RESUMED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Montgomery, Texas has entered into a contract with Waste Management of Texas, Inc. for the collection of garbage within the City in those areas served by the City; and

WHEREAS, the agreement between the City of Montgomery, Texas and Waste Management of Texas, Inc. requires an specific increases based on CPI and fuel costs; and

WHEREAS, all residential, commercial and industrial customers of the City are required to use the service provided by Waste Management of Texas, Inc.; and

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Lost or stolen replacement (direct billed to resident per cart):	\$90.64

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Price per WM 96 gal cart:	\$30.99
Additional solid waste cart per cart per month:	\$9.67
Lost or stolen replacement (direct billed to resident per cart)	\$90.64

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Section 7. Texas Open Meetings Act.

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

Section 8. Effective Date.

This Ordinance shall take effect and be in force after City Council approval.

PASSED AND APPROVED by the City Council of the City of Montgomery, Texas, on the ____ day of _____ 2024.

ATTEST:

Gary Palmer, City Administrator

Sara Countryman, Mayor