



Notice of City Council Regular Meeting

September 10, 2024 at 6:00 PM

NOTICE IS HEREBY GIVEN that a Meeting of the Montgomery City Council will be held on **Tuesday, September 10, 2024, at 6:00 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.

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 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices), and 551.087 (Deliberation regarding Economic Development Negotiations).

- 1.** Consideration and Possible Action on a minor amendment to the service contract between the City of Montgomery and Kendig Keast Collaborative to add an additional in-person meeting (\$4,600) to present the Interim Ordinance Amendments at a joint meeting between the City Council, Planning and Zoning Commission and MEDC on October 01, 2024.

- [2.](#) Consideration and Possible Action on Lake Creek Village's request to dedicate their private roads (and underlying storm sewer infrastructure) into the City's publicly funded system.
- [3.](#) Consideration and possible action regarding approving expenses for improvements at Memory Park.
- [4.](#) Consideration and possible action regarding approving expenses for repairs to the blacksmith's shop at Fernland Park.
- [5.](#) Consideration and possible action approving an Administrative Services Agreement with GrantWorks for the American Rescue Plan Act funds.
- [6.](#) Consideration and possible action authorizing the City Engineer to begin work on the West Lone Star Parkway Waterline Extension Project.
- [7.](#) Consideration and possible action on a Development Agreement by and between the City of Montgomery, Texas and Taylor Morrison for a proposed 56-acre single-family residential development (Dev. No. 2404).
- [8.](#) Consideration and possible action on authorizing the City Engineer to begin work on the Lift Station No. 10 Improvements – Phase II Project.
- [9.](#) Presentation and acceptance of a Feasibility Study for a proposed 50.8-acre mixed use development by Devpoint, LLC known as the Villages of Montgomery (Dev. No. 2412).
- [10.](#) Presentation and acceptance of a Feasibility Study for a proposed 73.7-acre single family residential development by Dunhill Builders, Inc. known as Mia Lago Reserve (Dev. No. 2411).
- [11.](#) A Resolution Of The City Council Of The City Of Montgomery, Texas Authorizing The Change In Name On The Construction Account; Closing Inactive Accounts; Assigning Authorized Signers For All City Of Montgomery Banking Accounts With First Financial Bank; And Providing An Effective Date.
- [12.](#) Consideration and possible action on appointment of Wayne Joe to City Council Place 3 to serve the remainder of the term expiring in May 2025.

COUNCIL INQUIRY

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

EXECUTIVE SESSION

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

551.074 (personnel matters) - City Secretary Recruitment

551.074 (personnel matters) - Finance Director Discussion

ACTION FROM EXECUTIVE SESSION

ADJOURNMENT

I certify that this notice of meeting was posted on the website and bulletin board at City Hall of the City of Montgomery, Texas, a place convenient and readily accessible to the general public at all times. This notice was posted at said locations on the following date and time: **SEPTEMBER 6, 2024 at 5:00 p.m.** and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/s/ Dave McCorquodale

Assistant City Administrator

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

Workshop Date: September 5, 2024	Fiscal Impact: additional \$4,600 to contract
Department: Administration	Prepared By: G. Palmer

Subject

Consideration and Possible Action on a minor amendment to the service contract between the City of Montgomery and Kendig Keast Collaborative to add an additional in-person meeting (\$4,600) to present the Interim Ordinance Amendments at a joint meeting between the City Council, Planning and Zoning Commission and MEDC on October 01, 2024.

Recommendation

Approve the \$4,600 amendment to allow KKC to present the Interim Ordinance Amendments in person

Discussion

Part of the scope for KKC was to develop Interim Ordinances for us to adopt immediately to further regulate incoming development while we work on the permanent Ordinances. KKC has drafted those Interim Ord. Amendments and have presented them to the Project Team (virtually) in accordance with our agreement. Next, they intended on presenting them *virtually* to the P&Z and then to the Council with the recommendation to adopt (in accordance with the agreement).

Due to the complexity of the amendments and their regulatory reach, I feel KKC needs to come and present these Interim Ordinance Amendments and answer your questions in person at a joint meeting. This joint meeting will be on October 01 at 6pm (normal PZ meeting day/time).

This in person meeting was not in the original scope. If you do not want to pay the additional cost for the in-person meeting, they can still do the joint meeting virtually in accordance with our agreement.

Approved By

City Administrator	Gary Palmer	Date: September 5, 2024



1415 Highway 6 South – Suite A300 | Sugar Land, TX 77478
Phone: 281.242.2960

August 28, 2024

Gary Palmer
City Administrator
City of Montgomery, TX
101 Old Plantersville Rd
Montgomery, TX 7316

Re: Contract Amendment #1 –Additional Trip

Dear Gary:

Based on our telephone conversation on Tuesday, August 27, 2024, this letter outlines a proposed contract amendment for the Unified Development Ordinance (UDO) project, specifically the portion of the project related to interim amendments to the City's existing regulations. We propose to amend the scope of the contract with a two-person trip to take place on October 1, 2024, for a presentation to a joint meeting of the Planning and Zoning Commission and the City Council on the interim amendments to the City's development regulations. Ashley Woolsey and I will be the KKC staff members traveling to Montgomery.

Adding this unanticipated trip warrants increased compensation in the amount of \$4,600. This amount includes travel, lodging, and meal expenses for Ashley and me and includes time to prepare for the presentation, give the presentation, and follow up.

We trust that this proposed contract amendment is responsive to the objectives and needs of the City that were raised in our call. If it is acceptable, please sign in the space provided on the next page and return digitally. We appreciate the opportunity to continue to work on this project for Montgomery.

Respectfully,

KENDIG KEAST COLLABORATIVE

A handwritten signature in black ink that reads "Brian Mabry". The signature is fluid and cursive, with a large loop at the end.

Brian Mabry, AICP

Vice President

www.kendigkeast.com

Gary Palmer, City Administrator
August 28, 2024
Page 2 of 2

APPROVAL OF MONTGOMERY UNIFIED DEVELOPMENT ORDINANCE CONTRACT AMENDMENT
FOR AN ADDITION TWO-PERSON TRIP ON OCTOBER 1, 2024

Signature

Typed Name and Title

Date Signed

Montgomery City Council
AGENDA REPORT

Meeting Date: September 5, 2024	Budgeted Amount: None
Department: Administration	Prepared By: G. Palmer

Subject

Consideration and Possible Action on Lake Creek Village's request to dedicate their private roads (and underlying storm sewer infrastructure) into the City's publicly funded system.

Recommendation

At this time, the storm sewer and roadway are substandard and unacceptable. If the HOA is open to it, staff recommends approval contingent upon the HOA improving the infrastructure and roadway up to the City standards for acceptability as determined by the City Engineer.

Discussion

Enclosed with this memo is an analysis from our city engineer/WGA. I will defer to WGA for additional testimony.

Approved By

City Administrator	G. Palmer	Date: September 5, 2024



July 30, 2024

City Staff
City of Montgomery
101 Old Plantersville Rd.
Montgomery, Texas 77316

Re: Estates of Lake Creek-Storm Sewer CCTV Videos
Infrastructure Acceptance
City of Montgomery

Dear Staff:

It is our understanding that the City of Montgomery has received a request from the Estates of Lake Creek for acceptance of their private roadways. To initiate the process, we understand the City requires an inspection to ensure that the storm sewer system along the roadway meets City standards, to reduce the maintenance and operating costs incurred by the City in the future.

Based on our review of the CCTV videos provided by Estates of Lake Creek HOA of the interior of the storm sewer system, we have determined the condition of the system is not acceptable under City requirements. Figures 1-3 following this letter, are examples of problem areas identified during the inspection.

We recommend the following repairs prior to the City accepting the referenced storm sewer facilities:

- Replace all HDPE storm piping with Reinforced Concrete Pipe.
- Heavy clean all piping with deposits of debris causing a restriction of flow.
- Removal of all large obstructions located within pipes or manholes.
- Replacement of all piping with holes or moderate to significant cracking.

Following rehabilitation, the City Engineer will need to complete a subsequent review of the interior of the pipes. Additionally, the next CCTV submission must match the storm sewer pipe and structure convention of the approved construction plans for each subdivision section. Please note that consideration of the private roadways was not taken into account during this review.

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". The signature is fluid and cursive.

Katherine Vu, PE
City Engineer

KMV/akg;bra

Z:\00574 (City of Montgomery)_900 General Consultation\Correspondence\Letters\2024\2024.07.30 MEMO to Staff RE Estates of LC STM CCTV Review.docx

City of Montgomery

Page 2 of 3

July 30, 2024

Below are images depicting significant issues identified during the storm sewer inspection:

Pipe: Upstream Manhole 2A - Downstream Manhole 2B



Figure 1: Rock Buildup

Pipe: Upstream Manhole 2B - Downstream Outfall 2



Figure 2: Rebar Penetration

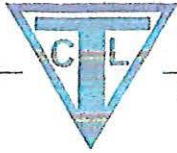
Pipe: Upstream Manhole 2B - Downstream Outfall 2



Figure 3: Utility Line Penetration

Other Identified Issues:





COASTAL TESTING LABORATORIES, INC.

PASADENA 713-477-0121 • FAX 713-477-2277 • P.O. BOX 87653 • HOUSTON, TEXAS 77287-7653

DAILY ACTIVITY REPORT

Project Number	16-584	Service Date	5/11/2016	Page	1
Project Name	Lake Creek Village Sec. 2	Report Number	160511-62117		
Contractor	Randy Roan Construction, Inc.	Report Date	6/3/2016		
Bill To	Lefco, Inc.	Contract No		PO No	
Job No	LCV2	File No		GFS No	
Supplier					

On May 11, 2016 a Coastal Testing Representative was present at the above referenced project to obtained a proctor and pi samples of backfill and cement / stabilized sand materials. For bedding and backfill of Water, Sanitary, Storm Sewer Lines. Technician then delivered the samples to the lab to be tested.

Charges: Technician 3 1/2 hours + 1 std stab proctor + 1 std raw proctor + 1 pi + 1 vehicle charge.
End of report.

Technician	Ryan Peña.	Test Date	5/11/2016
Lab Departure Time	9:30 AM	Project Arrival Time	11:00 AM
Lab Return Time	1:00 PM	Project Departure Time	11:30 AM
Standby Time		Lunch	
Straight Hours	3.50	Overtime Hours	

Note: If applicable, concrete tests will come separately.

Respectfully Submitted:

Coastal Testing Laboratories, Inc.

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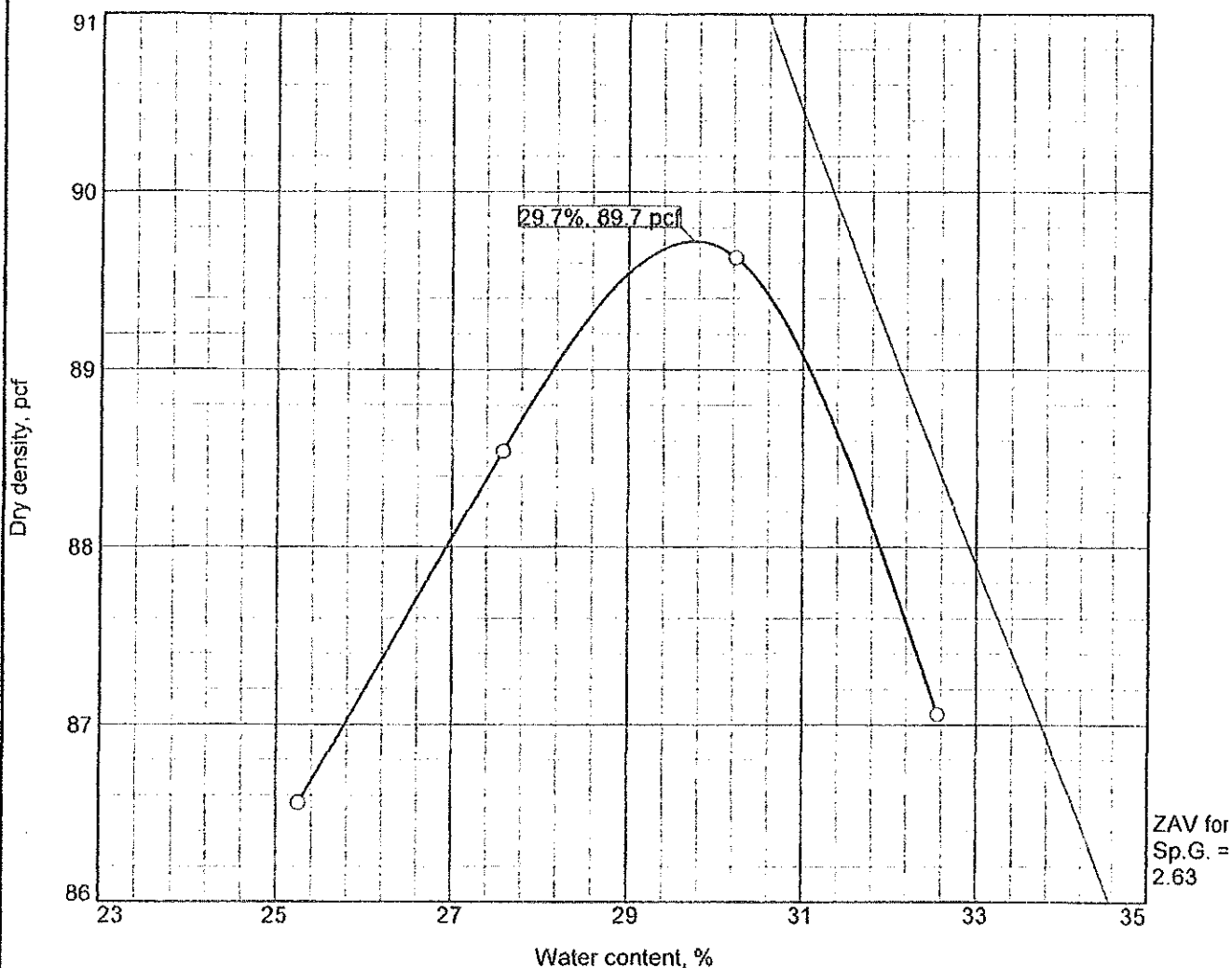
ed 02/24/2016

by Monique Connor

Approved by Joe Gallardo

The above test results relate only to items actually tested.
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PROCTOR TEST REPORT



Test specification: ASTM D 698-12 Method A Wet, ASTM D 1140-00 Method B, ASTM D-4318-10 Method B . Standard

Elev/ Depth	Classification		Nat. Moist.	Sp.G.	LL	PI	% > #4	% < No.200
	USCS	AASHTO						
	CH - Sandy Fat Clay		35.6		85	59		60.6

TEST RESULTS	MATERIAL DESCRIPTION
Maximum dry density = 89.7 pcf Optimum moisture = 29.7 %	Dark Gray Clay w/ Tan Streaks.

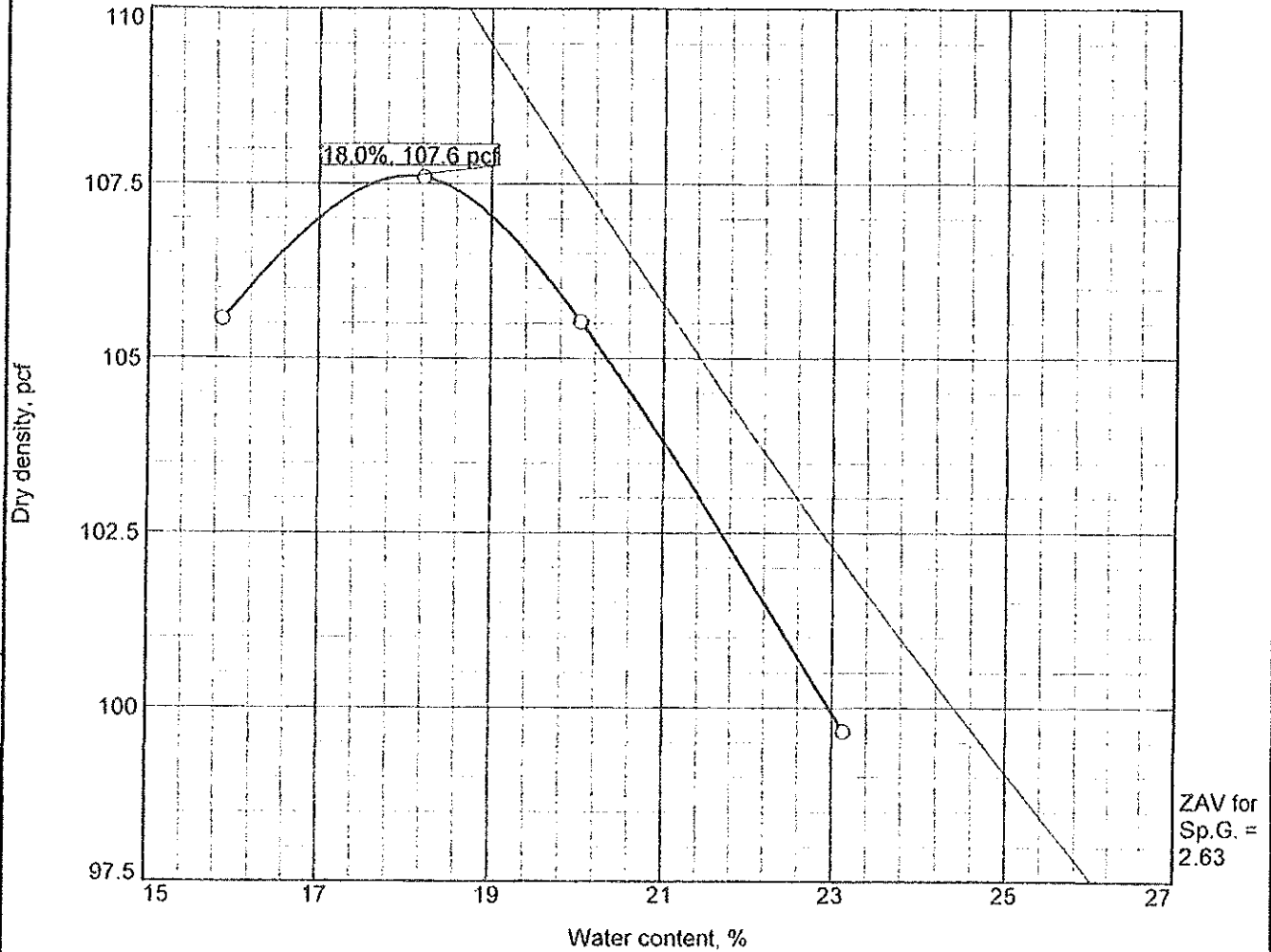
Project No. 16-584 Client: Lefco, Inc. Project: Lake Creek Village Sec. 2 Location: Onsite Material. Sample Number: S-11579 Coastal Testing Laboratories, Inc. Pasadena, TX	Remarks: Rep. Date:05/14/16 Rep. No:160511-62117 Sample Date:05/11/16 By: Ryan Peña, Test Date:05/14/16 Charges: 1 Std. Proctor, 1 Pl. 2 of 2. See Daily Report. End of report.
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Tested By: Eli Estrada

Checked By: Hector D. Garcia

PROCTOR TEST REPORT



Test specification: ASTM D 698-12 Method A Wet, ASTM D 1140-00 Method B, ASTM D-4318-10 Method B . Standard

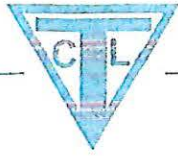
Elev/ Depth	Classification		Nat. Moist.	Sp.G.	LL	PI	% > #4	% < No.200
	USCS	AASHTO						
	SC - Clayey Sand		15.7		39	16		39.4

TEST RESULTS	MATERIAL DESCRIPTION
Maximum dry density = 107.6 pcf Optimum moisture = 18.0 %	Tan Brown Sandy Clay.

Project No. 16-584 Client: Lefco, Inc. Project: Lake Creek Village Sec. 2 Location: Abner Road, Sta. 0+70. Sample Number: S-11594 Coastal Testing Laboratories, Inc. Pasadena, TX	Remarks: Rep. Date:05/17/16 Rep. No:160513-62170 Sample Date:05/13/16 By: Nick Fuentes Test Date:05/17/16 Charges: 1 Std. Proctor, 1 Pl. 2 of 2, See Daily Report. End of report.
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Tested By: Ephraim Garcia. Checked By: Hector D. Garcia.



COASTAL TESTING LABORATORIES, INC.

PASADENA 713-477-0121 • FAX 713-477-2277 • P.O. BOX 87653 • HOUSTON, TEXAS 77287-7653

DAILY ACTIVITY REPORT

Project Number	16-584	Service Date	5/14/2016	Page	1
Project Name	Lake Creek Village Sec 2	Report Number	160514-62188		
Contractor	Randy Roan Construction, Inc.	Report Date	5/19/2016		
Bill To	Lefco, Inc.	Contract No		PO No	
Job No	LCV2	File No		GFS No	
Supplier					

On May 14, 2016, a Coastal Testing Representative was present at the above referenced project, as scheduled, for 8" storm sewer line placement. Storm line was placed on Dudley Road from MH 1 (Sta. 1+75) to MH 1A (Sta. 2+98) to MH 2 (Sta. 4+29) total of 254 ft of 8" sewer line was placed. Technician performed eleven (11) compaction tests and found all results to meet project specifications. One (1) sample was taken for proctor and PI.

CHARGES: 9 1/2 Hours + 8 Densities + 1 PI + 1 Standard Proctor + 1 Vehicle Charge

(Typed by In)

END OF REPORT

Technician	Nick Fuentes	Test Date	5/14/16
Lab Departure Time	8:00 AM	Project Arrival Time	9:30 AM
Lab Return Time	6:00 PM	Project Departure Time	4:00 PM
Standby Time		Lunch	1/2 Hr
Straight Hours		Overtime Hours	9 1/2 Hrs.

Note: If applicable, concrete tests will come separately.

Respectfully Submitted,

Coastal Testing Laboratories, Inc.

DOB
 Revised 02/24/2016
 Revised by Monique Connor
 Revision approved by Joe Gallardo

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COASTAL TESTING LABORATORIES, INC.

PASADENA 713-477-0121 • FAX 713-477-2277 • P.O. BOX 87653 • HOUSTON, TEXAS 77287-7653
RESULTS OF NUCLEAR DENSITY TESTS

Project Number 16-584 Service Date 5/13/2016 Page 2
 Project Name Lake Creek Village Sec. 2 Report Number 160513-62170
 Location Utilities Backfill - Waterline, Storm & Sewer Report Date 5/19/2016
 Contractor Randy Roan Construction, Inc. PO No
 Bill To Lefco, Inc. Contract No GFS No
 Job No LCV2 File No Test Date 5/13/2016

Material Type Tan, Brown Sandy Clay
 ASTM D-6938-06 Method A Method B Compaction Required: 95%
 Optimum Moisture 18.0 Maximum Dry Density 107.6 Moisture Requirement N/A

Location	Lift	Probe Depth	Wet Density PCF	Moisture Content Percent	Dry Density PCF	Percent Maximum Density	Pass or Fail
5. 10" Sewer Sta. 1+00 Dudley Rd.	7' Below/G	6"	122.5	17.7	104.1	96.7	Pass
6. 10" Sewer Sta. 1+60 Dudley Rd.	5' Below/G	6"	122.2	17.9	103.6	96.3	Pass
7. 10" Sewer Sta. 1+30 Dudley Rd.	4' Below/G	6"	122.0	19.3	102.3	95.0	Pass
8. 10" Sewer Sta. 0+72 Dudley Rd.	2' Below/G	6"	121.7	18.8	102.4	95.2	Pass
NOTE: Below/G = Below Grade							

Sample/Testing Technician Nick Fuentes Standard Count:
 Gauge Humboldt Serial # 8100 Density Std 3184 Moisture Std 426
 Charges 8 Densities (See Daily Report)
 (Typed by In) PAGE 2 OF 2

Respectfully Submitted,

Coastal Testing Laboratories, Inc

C11# 007
 Revised 02/26/2016
 Revised by Monique Connor
 Revision approved by Joe Gallardo

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COASTAL TESTING LABORATORIES, INC.

PASADENA 713-477-0121 • FAX 713-477-2277 • P.O. BOX 87653 • HOUSTON, TEXAS 77287-7653

DAILY ACTIVITY REPORT

Project Number	16-584	Service Date	5/23/2016	Page	1
Project Name	Lake Creek Village Sec 2	Report Number	160523-62275		
Contractor	Randy Roan Construction, Inc.	Report Date	5/26/2016		
Bill To	Lefco, Inc.	Contract No		PO No	
Job No	LCV2	File No		GFS No	
Supplier					

On May 23, 2016, a Coastal Testing Representative was present at the above referenced project, as scheduled, to perform nuclear density testing on Race Track Lane Sta. 5+05 to Sta. 8+06 manhole #6 and manhole #7 Technician performed sixteen (16) compaction and found all results to meet project specifications

CHARGES 5 1/2 Hours Technician + 1 Hour Overtime + 16 Density Test + 1 Vehicle Charge

(Typed by In)

END OF REPORT

Technician Nick Fuentes
 Lab Departure Time 11 00 AM
 Lab Return Time 6 00 PM
 Standby Time
 Straight Hours 5 1/2 Hrs

Test Date 5/23/16
 Project Arrival Time 12.30 PM
 Project Departure Time 4.30 PM
 Lunch 1/2 Hr
 Overtime Hours 1 Hr



Note If applicable, concrete tests will come separately

Respectfully Submitted

[Signature]
 Coastal Testing Laboratories, Inc

DOB
 Revised 02/24/2016
 Revised by Marlene Connor
 Revision approved by Joe Gallardo

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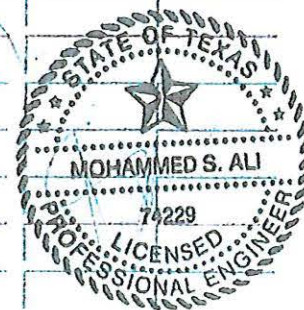
COASTAL TESTING LABORATORIES, INC.

PASADENA 713-477-0121 • FAX 713-477-2277 • P.O. BOX 87653 • HOUSTON, TEXAS 77287-7653
RESULTS OF NUCLEAR DENSITY TESTS

Project Number 16-584	Service Date 5/23/2016	Page 2
Project Name Lake Creek Village Sec 2		Report Number 160523-62275
Location Utilities Backfill.		Report Date 5/26/2016
Contractor Randy Roan Construction, Inc.		PO No
Bill To Lefco, Inc.	Contract No	GFS No
Job No LCV2	File No	Test Date 5/23/2016

Material Type Brown Dark Gray Sandy Clay
 ASTM D-6938-06 Method A Method B Compaction Required 90%
 Optimum Moisture 25.3 Maximum Dry Density 96.2 Moisture Requirement +5/-3%

	Location	Lift	Probe Depth	Wet Density PCF	Moisture Content Percent	Dry Density PCF	Percent Maximum Density	Pass or Fail
	RACE TRACK LANE 8" SEWER							
	LINE.							
9	Sta. 5+40	-5'Below G	8"	114.3	23.2	92.8	96.4	Pass
10	Sta. 5+80	-2'Below G	8"	119.7	24.8	95.9	99.7	Pass
11	Sta. 6+10	-6'Below G	8"	115.0	22.3	94.0	97.7	Pass
12	Sta. 6+60	-3'Below G	8"	115.6	25.0	92.5	96.1	Pass
13	Sta. 7+00	-5'Below G	8"	116.3	26.6	91.9	95.5	Pass
14	Sta. 7+40	-2'Below G	8"	115.8	25.2	92.5	96.1	Pass
15	Sta. 7+80	-6'Below G	8"	117.3	23.2	95.2	99.0	Pass
16	Sta. 8+00	-3'Below G	8"	117.0	24.3	94.1	97.8	Pass
	NOTE: Below G = Below Grade							



Sample/Testing Technician Nick Fuentes Standard Count
 Gauge Humboldt Serial # 8100 Density Std 3193 Moisture Std 437

Charges 16 Densities (See Daily Report)
 (Typed by In)

PAGE 2 OF 2

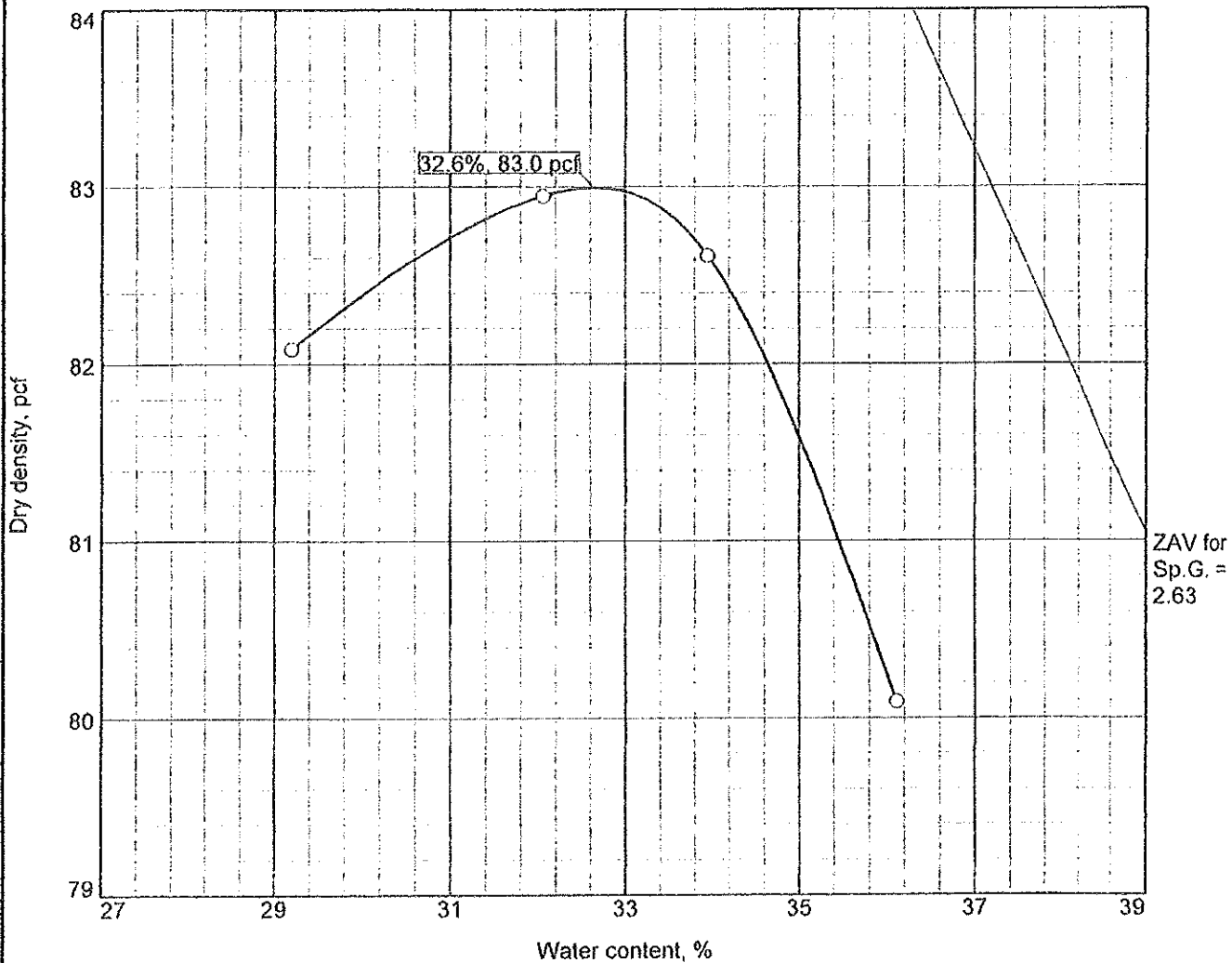
Respectfully Submitted:

Coastal Testing Laboratories, Inc.

CTL # D07
 Revised 02/26/2016
 Revised by Monique Connor
 Revision approved by Joe Gallardo

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PROCTOR TEST REPORT



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Test specification: ASTM D 698-12 Method A Wet, ASTM D 1140-00 Method B, ASTM D-4318-10 Method B. Standard

Elev/ Depth	Classification		Nat. Moist.	Sp.G.	LL	PI	% > #4	% < No.200
	USCS	AASHTO						
	MH - Elastic Silty.		8.6		70	19		8.6

TEST RESULTS	MATERIAL DESCRIPTION
Maximum dry density = 83.0 pcf Optimum moisture = 32.6 %	Lime / Stabilized Gray Clay.
Project No. 16-584 Client: Lefco, Inc. Project: Lake Creek Village Sec. 2 Loc.: Auburn Lane & Dudley Lane - Subgrade. Sample No.: S-11719 Coastal Testing Laboratories, Inc. Pasadena, TX	Remarks: Rep. Date: 07/15/16 Rep. No: 160712-63160 Sample Date: 07/12/16 By: Chase Tanner Test Date: 07/15/16 Charges: Tech 2 1/2 Hrs. 1 Std. Stab. Proctor, 1 Stab. Pl. 1 Vehicle Charge. End of Report.

Tested By: Ephraim Garcia Checked By: Hector D. Garcia



COASTAL TESTING LABORATORIES, INC.

PASADENA 713-477-0121 • FAX 713-477-2277 • P.O. BOX 87653 • HOUSTON, TEXAS 77287-7653

DAILY ACTIVITY REPORT

Project Number	16-584	Service Date	7/13/2016	Page	1
Project Name	Lake Creek Village Sec. 2	Report Number	160713-63187		
Contractor	Randy Roan Construction, Inc.	Report Date	7/19/2016		
Bill To	Lefco, Inc.	Contract No		PO No	
Job No	LCV2	File No		GFS No	
Supplier					

On July 13, 2016, a Coastal Testing Representative was present at the above referenced project, as scheduled, to perform gradation tests on the lime stabilized subgrade on Auburn Street. All tests meet project specifications.

CHARGES: 3 1/4 Hours Technician (Min. 4) + 1 Pulverization + 1 Vehicle Charge

(Typed by In)

END OF REPORT

Technician	Chase Tanner	Test Date	7/13/16
Lab Departure Time	1:30 PM	Project Arrival Time	2:45 PM
Lab Return Time	4:45 PM	Project Departure Time	3:30 PM
Standby Time		Lunch	
Straight Hours	3 1/4 Hrs.	Overtime Hours	

Note: If applicable, concrete tests will come separately.

Respectfully Submitted,


 Coastal Testing Laboratories, Inc.

DOB
 Revised 02/24/2016
 Revised by Monique Connor
 Revision approved by Joe Gallardo

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COASTAL TESTING LABORATORIES, INC.

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PULVERIZATION TEST

Project: Lake Creek Village Sec. 2
 For: Lefco, Inc.
 Producer:
 Consigned to: Randy Roan Construction
 Type of Material:

Report No.: 160714-63233
 Date: 7/14/2016
 Project No: 16-584
 Job No.: LVC2
 PO No.

When tested by current THD 101E Part III methods it gave the following:

Test No & Location:	
1	Racetrack Lane
2	Dudley Lane

Test Number	1	2			
Sieve Size	1 3/4"	1 3/4"			
Percent Passing	100%	100%			
Specs % Pass	100%	100%			
Sieve Size	3/4"	3/4"			
Percent Passing	92.9%	92.4%			
Specs % Pass	85%	85%			
Sieve Size	#4	#4			
Percent Passing	60.9%	62.8%			
Specs % Pass	60%	60%			
Pass/Fail	Pass	Pass			

END OF REPORT.

Technician:	Chase Tanner
Charges:	2 Pulverizations (See Daily Report)

Respectfully submitted:

Coastal Testing Laboratories, Inc.

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COASTAL TESTING LABORATORIES, INC.

PASADENA 713-477-0121 • FAX 713-477-2277 • P.O. BOX 87653 • HOUSTON, TEXAS 77287-7653

PULVERIZATION TEST

Project: Lake Creek Village Sec. 2
 For: Lefco, Inc.
 Producer:
 Consigned to: Randy Roan Construction
 Type of Material:

Report No.: 160715-63285
 Date: 7/15/2016
 Project No: 16-584
 Job No.: LVC2
 PO No.

When tested by current THD 101E Part III methods it gave the following:

Test No & Location:	
1	Racetrack Lane - South Section

Test Number	1				
Sieve Size	1 3/4"				
Percent Passing	100%				
Specs % Pass	100%				
Sieve Size	3/4"				
Percent Passing	85.0%				
Specs % Pass	85%				
Sieve Size	#4				
Percent Passing	60.0%				
Specs % Pass	60%				
Pass/Fail	Pass				

END OF REPORT.

Technician:	Chase Tanner
Charges:	Tech. 3 Hrs. (Min.4)+1 Pulverization+1 Vehicle Charge (Typed by In)

Respectfully submitted:

Coastal Testing Laboratories, Inc.

The above test results relate only to items actually tested.

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RESULTS OF NUCLEAR DENSITY TESTS

Project Number 16-584 Service Date 7/20/2016 Page 1
 Project Name Lake Creek Village Sec 2 Report Number 160720-63374
 Location Paving subgrade Report Date 7/22/2016
 Contractor Randy Roan Construction, Inc. PO No
 Bill To Lefco, Inc. Contract No GFS No
 Job No LCV2 File No Test Date 7/20/2016

Material Type Lime Stabilized Gray Clay
 ASTM D-6938-06 Method A Method B Compaction Required 95%
 Optimum Moisture 32.6 Maximum Dry Density 83.0 Moisture Requirement +/-3%

	Location	Lift	Probe Depth	Wet Density PCF	Moisture Content Percent	Dry Density PCF	Percent Maximum Density	Pass or Fail
	ABNER LANE							
1.	Right Lane Sta. 1+00	Subgrade	6"	106.4	30.5	81.5	98.2	Pass
2.	Left Lane Sta 3+00	Subgrade	6"	104.8	30.1	80.6	97.1	Pass
	DUDLEY LANE							
3.	Left Lane Sta 3+50	Subgrade	6"	110.4	31.1	84.2	101.5	Pass
4.	Right Lane Sta. 1+00	Subgrade	6"	111.7	30.5	85.6	103.1	Pass
	RACETRACK LANE							
5.	Right Lane Sta 0+75	Subgrade	6"	108.1	30.3	83.0	100.0	Pass
6.	Left Lane Sta 2+70	Subgrade	6"	108.3	30.7	82.9	99.8	Pass
7.	Left Lane Sta. 4+25	Subgrade	6"	106.9	30.2	82.1	98.9	Pass
8.	Left Lane Sta. 5+75	Subgrade	6"	114.7	31.3	87.4	105.2	Pass
9.	Left Lane Sta 7+25	Subgrade	6"	106.9	29.6	82.5	99.4	Pass
10.	Right Lane Sta 8+75	Subgrade	6"	104.9	31.8	79.6	95.9	Pass
11.	Left Lane Sta. 10+25	Subgrade	6"	110.7	33.7	82.8	99.8	Pass
12.	Left Lane Sta. 11+75	Subgrade	6"	103.3	30.4	79.2	95.4	Pass

Sample/Testing Technician Robert Wheeler Standard Count.
 Gauge Humboldt Serial # 7929 Density Std 2984.9 Moisture Std 438.7

Charges 12 Densities (See Daily Report)
 (Typed by In)

END OF REPORT

Respectfully Submitted.

[Signature]
 Coastal Testing Laboratories, Inc.

CTL# D07
 Revised 02/26/2016
 Revised by Monique Connor
 Revision approved by Jose Gallardo

The above test results relate only to items actually tested
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DAILY ACTIVITY REPORT

Project Number	16-584	Service Date	8/22/2016	Page	1
Project Name	Lake Creek Village Sec. 2	Report Number	160822-63946	Report Date	8/23/2016
Contractor	Randy Roan Construction, Inc.	Contract No		PO No	
Bill To	Lefco, Inc.	File No		GFS No	
Job No	LCV2				
Supplier					

On August 22, 2016 a Coastal Testing Representative was present at the above referenced project to obtained 1 set of 4 cylinders cast on 8/19/16, then delivered to the lab to be stored, cured and tested.

Charges: Technician 3 1/2 hours + 1 vehicle charge.
End of report.

Technician	Robert Wheeler.	Test Date	8/22/2016
Lab Departure Time	8:15 AM	Project Arrival Time	9:45 AM
Lab Return Time	11:45 AM	Project Departure Time	10:15 AM
Standby Time		Lunch	
Straight Hours	3.50	Overtime Hours	

Note: If applicable, concrete tests will come separately.

Respectfully Submitted:

Coastal Testing Laboratories, Inc.

D08

Revised 02/24/2016

Revised by Monique Connor

Revision approved by Joe Gallardo

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COASTAL TESTING LABORATORIES, INC.

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RESULTS FOR COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS

Project Number 16-584 Service Date 8/12/2016 Page 2
 Project Name Lake Creek Village Sec. 2 Report Number 160812-63850
 Contractor Randy Roan Construction, Inc. Report Date 8/19/2016
 Bill To Lefco, Inc. Contract No PO No
 Job No LCV2 File No GFS No
 Project Location Paving

Concrete Mix Design 306
 Design Strength 3000 PSI
 Supplier Yancey
 Course Aggr 1 1/2" Limestone
 Design Water
 Slump (ASTM C-143) 5 1/2", 5 1/4", 5 3/4, 6 1/2 5 1/2, 5
 Specimens Made 6 of 24 Cylinders
 Concrete placed 570 cubic yards
 Fine Aggr

Cement
 Gal Water Added 0
 Gal Water in Aggr
 Admixtures
 Mix Temperature 90,90,92, 92,90,90
 Amb Temperature 83,83,82,82,82,81
 Air Content (ASTM C-173) 2.6, 2.7, 3.0, 2.7, 2.5, 2.9%
 Air Content (ASTM C-231)

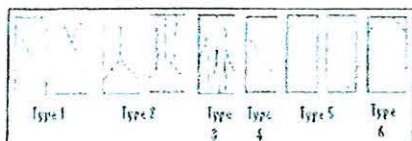
Marks	Date Poured	Date Tested	Avg Days	x-Section Area	Total Load	Pounds p/sq in	Type of Fracture	Cylinder Diameter
16-584 PL	8/12/16	8/19/16	7	28.27	82,080	2900	5	6.00
16-584 A	8/12/16	8/19/16	7	28.27	101,210	3580	5	6.00
16-584 B	8/12/16	8/19/16	7	28.27	92,520	3270	5	6.00
16-584 C	8/12/16	8/19/16	7	28.27	111,700	4060	5	6.00
16-584 D	8/12/16	8/19/16	7	28.27	105,850	3740	5	6.00
16-584 E	8/12/16	8/19/16	7	28.27	100,100	3540	5	6.00
28 DAY CYLINDERS ON								
PAGE 3								

Charges: 24 Cylinders See Daily Report
 Four Paving Left Lane of Race Track Lane Sta 0+00 to Sta 1+50 (to Sta 2+00 to Sta 12+00
 Locations: Dunley Street Sta 0+00 to Sta. 4+50 Abner Lane Sta 0+00 to Sta 3+50
 Truck# 47, 155, 150, 170, 159, 132 Ticket# 585841, 585850, 585860, 585870, 585880, 585912

Equip Temp Info:
 Equip ID: 274
 Temp Min: 85°
 Temp Max: 105°

Technician M. Kazemifar
 Testing Technician Ryan Pena PAGE 2 OF 4

All tests were performed in accordance with the following: ASTM Field Test methods C-172, C-143, C-1064, C-231 or C-173, C-31.
 Type of curing: Standard curing Initial curing Final curing Field curing, Min 60 / Max 80 Intolerance Y N



Lab test method C39
 Lab test method C617
 Lab test method C1231

Respectfully Submitted:

[Signature]
 Coastal Testing Laboratories, Inc.

D010b
 Revised 06/04/2016
 Revised by Monique Connor
 Revision approved by Joe Gallardo

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COASTAL TESTING LABORATORIES, INC.

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RESULTS FOR COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS

Project Number 16-584 Service Date 8/12/2016 Page 4
 Project Name Lake Creek Village Sec. 2 Report Number 160812-63850
 Contractor Randy Roan Construction, Inc. Report Date 9/9/2016
 Bill To Lefco, Inc. Contract No PO No
 Job No LCV2 File No GFS No

Project Location Paving

Concrete Mix Design	306
Design Strength	3000 PSI
Supplier	Yancey
Course Aggr	1 1/2" Limestone
Design Water	
Slump (ASTM C-143)	5 1/2, 5 1/4, 5 3/4, 6 1/2, 5 1/2 5
Specimens Made	24 Cylinders
Concrete placed	570 cubic yards
Fine Aggr	

Cement	
Gal Water Added	0
Gal Water in Aggr	
Admixtures	
Mix Temperature	90,90,92,92,90, 90
Amb Temperature	83,83,82,82,82,81
Air Content (ASTM C-173)	2.6, 2.7, 3.0, 2.7, 2.5, 2.9%
Air Content (ASTM C-231)	

Marks	Date		Avg Days	x-Section Area	Total Load	Pounds p/sq in	Type of Fracture	Cylinder Diameter
	Poured	Tested						
16-584 D	8/12/16	9/9/16	28	28.27	129,290	4570	2	6.00
16-584 D	8/12/16	9/9/16	28	28.27	124,160	4390	5	6.00
16-584 E	8/12/16	9/9/16	28	28.27	134,030	4740	5	6.00
16-584 E	8/12/16	9/9/16	28	28.27	130,680	4620	5	6.00

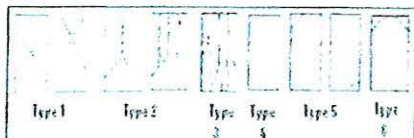
Charges 24 Cylinders See Daily Report

Pour Paving Left Lane of Race Track Lane Sta 0+00 to Sta 1+50 to Sta 2+00 to Sta 12+00
 Locations: Dunley Street Sta. 0+00 to Sta 4+50 Abner Lane Sta. 0+00 to Sta 3+50
 Truck#47, 155, 150, 170, 159, 132 Ticket# 585841, 585850, 585860, 585870, 585880, 585912

Equip Temp Info.
 Equip ID 274
 Temp Min 85°
 Temp Max 105°

Technician M. Kazemifar
 Testing Technician Ryan Pena PAGE 4 OF 4

All tests were performed in accordance with the following ASTM Field Test methods C-172, C-143, C-1064, C-231 or C-173, C-31
 Type of curing Standard curing Initial curing Final curing Field curing Min 60 / Max 80 Intolerance Y N



Lab test method C39
 Lab test method C617
 Lab test method C1231

Respectfully Submitted:

[Signature]
 Coastal Testing Laboratories, Inc.

D010b
 Revised 06/04/2016
 Revised by Monique Connor
 Revision approved by Joe Gallardo

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COASTAL TESTING LABORATORIES, INC.

PASADENA 713-477-0121 • FAX 713-477-2277 • P.O. BOX 87653 • HOUSTON, TEXAS 77287-7653

DAILY ACTIVITY REPORT

Project Number	16-584	Service Date	8/8/2016	Page	1
Project Name	Lake Creek Village Sec. 2	Report Number	160808-63766		
Contractor	Randy Roan Construction, Inc.	Report Date	8/10/2016		
Bill To	Lefco, Inc.	Contract No		PO No	
Job No	LCV2	File No		GFS No	
Supplier					

On August 8, 2016, a Coastal Testing Representative was present at the above referenced project, as scheduled, to obtain twenty-four (24) concrete cylinders cast August 5, 2016. Technician then delivered the cylinders to the laboratory to be stored, cured and tested

CHARGES: 2 1/2 Hours Technician + 1 Vehicle Charge

(Typed by In)

END OF REPORT

Technician	Mohammad Kazmifar	Test Date	8/8/16
Lab Departure Time	2.15 PM	Project Arrival Time	3.15 PM
Lab Return Time	4.45 PM	Project Departure Time	3:45 PM
Standby Time		Lunch	
Straight Hours	2 1/2 Hrs.	Overtime Hours	

Note: If applicable, concrete tests will come separately.

Respectfully Submitted:


 Coastal Testing Laboratories, Inc.

D08
 Revised 02/24/2016
 Revised by Monique Connor
 Revision approved by Joe Gallardo

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RESULTS FOR COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS

Project Number 16-584 Service Date 8/5/2016 Page 2
 Project Name Lake Creek Village Sec. 2 Report Number 160805-63701
 Contractor Randy Roan Construction, Inc. Report Date 8/12/2016
 Bill To Lefco, Inc. Contract No PO No
 Job No LCV2 File No GFS No

Project Location Paving

Concrete Mix Design 306
 Design Strength 5.0sk 3000 psi
 Supplier Yancey Ready Mix
 Course Aggr 1 1/2" Limestone
 Design Water
 Slump (ASTM C-143) 5 1/2", 6", 5 1/2", 5 3/4", 5", 6"
 Specimens Made 24 Cylinders
 Concrete placed 300 cubic yards
 Fine Aggr

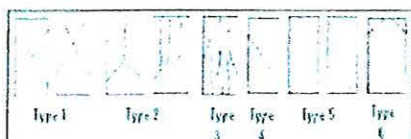
Cement
 Gal Water Added 0, 0
 Gal Water in Aggr
 Admixtures
 Mix Temperature 90,90,91,90,90,92
 Amb Temperature 81,81,82, 77,78,81
 Air Content (ASTM C-173) 2.8, 2.9, 2.8, 3.3, 3.0, 2.8 %
 Air Content (ASTM C-231)

Marks	Date		Avg Days	x-Section Area	Total Load	Pounds p/sq in	Type of Fracture	Cylinder Diameter
	Poured	Tested						
16-584 PL	8/5/16	8/12/16	7	28.27	77,880	2750	3	6.00
16-584 A	8/5/16	8/12/16	7	28.27	88,350	3130	5	6.00
16-584 A	8/5/16	8/12/16	7	28.27	91,980	3250	2	6.00
16-584 B	8/5/16	8/12/16	7	28.27	88,470	3130	5	6.00
16-584 C	8/5/16	8/12/16	7	28.27	104,220	3690	2	6.00
16-584 C	8/5/16	8/12/16	7	28.27	99,120	3510	5	6.00
16-584 D	8/5/16	8/12/16	7	28.27	103,770	3670	5	6.00
16-584 E	8/5/16	8/12/16	7	28.27	99,880	3530	5	6.00
16-584 E	8/5/16	8/12/16	7	28.27	100,910	3570	5	6.00

Charges 24 Cylinders (See Daily Report)
 Pour Paving Racetrack Lane Sta. 2+00 to Sta. 12+00, Sta. 0+00 to Sta. 1+50 Dudley Street Sta. 0+00 to Sta. 4+50, Abner Lane
 Locations Sta. 0+00 to Sta. 3+50
 Truck#145, 50, 50, 50, 161, 72 Ticket#585089, 585099, 585111, 585124, 585130, 585164
 Batched: 12:36 AM, 1:17 AM, 2:27 AM, 3:20 AM, 4:13 AM, 7:27 AM
 Sampled: 1:14 AM, 1:57 AM, 3:09 AM, 4:05 AM, 4:44 AM, 8:23 AM
 Technician Mohammad Kazimifar
 Testing Technician Ryan Pena PAGE 2 OF 4

Equip Temp Info
 Equip ID: 274
 Temp Min: 80°
 Temp Max: 98°

All tests were performed in accordance with the following ASTM Field Test methods C-172, C-143, C-1064, C-231 or C-173, C-31.
 Type of curing: Standard curing Initial curing Final curing Field curing: Min 60 / Max 80 Intolerance Y N



Lab test method C39
 Lab test method C617
 Lab test method C1231

Respectfully Submitted:

[Signature]
 Coastal Testing Laboratories, Inc.

D010b
 Revised 06/04/2016
 Revised by Monique Connor
 Revision approved by Joe Gallardo

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RESULTS FOR COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS

Project Number 16-584 Service Date 8/5/2016 Page 4
 Project Name Lake Creek Village Sec. 2 Report Number 160805-63701
 Contractor Randy Roan Construction, Inc. Report Date 9/2/2016
 Bill To Lefco, Inc. Contract No PO No
 Job No LCV2 File No GFS No

Project Location Paving

Concrete Mix Design	306
Design Strength	5000 psi
Supplier	Yancey Ready Mix
Course Aggr	1 1/2" Limestone
Design Water	
Slump (ASTM C-143)	5 1/2", 6", 5 1/2", 5 3/4", 5", 6"
Specimens Made	24 Cylinders
Concrete placed	300 cubic yards
Fine Aggr	

Cement	
Gal Water Added	0, 0
Gal Water in Aggr	
Admixtures	
Mix Temperature	90,90,91,90,90,92
Amb Temperature	81,81,82, 77,78,81
Air Content (ASTM C-173)	2.8, 2.9, 2.8, 3.3, 3.0, 2.8 %
Air Content (ASTM C-231)	

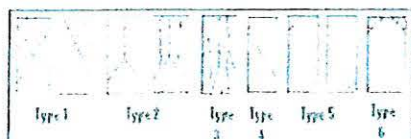
Marks	Date Poured	Date Tested	Avg Days	x-Section Area	Total Load	Pounds p/sq in	Type of Fracture	Cylinder Diameter
16-584 D	8/5/16	9/2/16	28	28.27	130,560	4620	5	6.00
16-584 D	8/5/16	9/2/16	28	28.27	130,540	4620	5	6.00
16-584 E	8/5/16	9/2/16	28	28.27	123,110	4350	3	6.00
16-584 E	8/5/16	9/2/16	28	28.27	122,130	4320	5	6.00

Charges: 24 Cylinders (See Daily Report)
 Pour Paving: Racetrack Lane Sta. 2+00 to Sta 12+00, Sta. 0+00 to Sta 1+50 Dudley Street Sta 0+00 to Sta 4+50, Abner Lane
 Locations Sta 0+00 to Sta 3+50
 Truck#145, 50, 50, 50, 161, 72 Ticket#585089, 585099, 585111, 585124, 585130, 585164
 Batched 12:36 AM, 1:17 AM, 2:27 AM, 3:20 AM, 4:13 AM, 7:27 AM
 Sampled 1:14 AM, 1:57 AM, 3:09 AM, 4:05 AM, 4:44 AM, 8:23 AM
 Technician Mohammad Kazimifar
 Testing Technician Ryan Pena

Equip Temp Info.
 Equip ID 274
 Temp Min 80°
 Temp Max 98°

PAGE 4 OF 4

All tests were performed in accordance with the following ASTM Field Test methods C-172, C-143, C-1064, C-231 or C-173, C-31
 Type of curing Standard curing Initial curing Enal curing Field curing Min 60 / Max 80 Intolerance Y N



Lab test method C39
 Lab test method C617
 Lab test method C1231

Respectfully Submitted:

[Signature]
 Coastal Testing Laboratories, Inc.

D010b
 Revised 06/04/2016
 Revised by Monique Connor
 Revision approved by Joe Gallardo

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Montgomery City Council
AGENDA REPORT

Meeting Date: September 10, 2024	Budgeted Amount: \$12,100.00
Department: Public Works	Prepared By: Mike Muckleroy

Subject
 Consideration and possible action regarding approving expenses for improvements at Memory Park.

Recommendation
 Approve the expenses as presented in the amount of \$12,100.00 to Paradise Gardens.

Discussion
 We recently completed the repairs around the existing covered deck. This deck needs replacing at this point. Rotary Club has offered to pay the larger portion of this project if the City of Montgomery will assist. We have exactly \$12,100.00 left in the line item for Park Improvements. The total amount for the project is \$43,560.00 and Rotary has agreed to pay the difference of \$31,460.00.

Approved By		
Public Works Director	Mike Muckleroy	Date: 09/05/2024
City Administrator	Gary Palmer	Date: 09/05/2024

Montgomery City Council
AGENDA REPORT

Meeting Date: September 10, 2024	Budgeted Amount: \$0
Department: Public Works	Prepared By: Mike Muckleroy

Subject

Consideration and possible action regarding approving expenses for repairs to the blacksmith’s shop at Fernland Park.

Recommendation

Approve the expenses as presented in the amount of \$11,355.02 to Dri-Tex Restoration.

Discussion

Wind damage from May 2024 removed the roof of the blacksmith’s shop at Fernland Park. Insurance covered expenses for a total of \$25,077.92. We solicited three bids and heard back from one contractor. We have used this contractor before, and they have performed well.

Approved By

Public Works Director	Mike Muckleroy	Date: 09/05/2024
City Administrator	Gary Palmer	Date: 09/05/2024

Montgomery City Council
AGENDA REPORT

Meeting Date: September 10, 2024	Budgeted Amount: \$18,500 FY25
Department: Administration	Prepared By: Maryann Carl

Subject

Consideration and possible action approving an Administrative Services Agreement with GrantWorks for the American Rescue Plan Act funds.

Recommendation

Approve the Administrative Services Agreement with GrantWorks for a total expense of \$18,500.

Discussion

As previously discussed, City staff has recommended entering into an agreement with GrantWorks to administer the ARPA funds to ensure compliance with Federal rules and regulations. GrantWorks will help facilitate project selection, policy/procedure and/or implementation strategy as well as periodic reporting and project close out.

Approved By		
Finance Director	Maryann Carl	Date: 9/5/2024
City Administrator	Gary Palmer	Date: 9/5/2024

AMERICAN RESCUE PLAN ACT ADMINISTRATION SERVICES

THIS AGREEMENT, MADE THIS [REDACTED], 2024 BY AND BETWEEN THE CITY OF MONTGOMERY, TEXAS, hereinafter referred to as Client (“Client”), and GRANTWORKS, INC., Austin, Texas, hereinafter referred to as Consultant (“Consultant”), procured in conformance with Texas Government Code Chapter 2254, Subchapter A, “Professional Services”.

PART I – GENERAL CONDITIONS

I. SCOPE OF BASIC SERVICES

Consultant agrees to render administration services for Client’s American Rescue Plan Act of 2021 (“ARPA”) award (the “Contract”), as administered by the U.S. Department of Treasury (the “Department”), as provided in the provisions titled, "Part III, Scope of Basic Services" and attached hereto and incorporated by reference herein (the “Services”).

II. COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the foregoing, Client agrees to pay Consultant a firm fixed price of Eighteen Thousand Five Hundred and no/100 Dollars, (\$18,500.00) in accordance with the following schedule for the funds. Listing of specific milestones shall not be construed as a representation or warranty, and Consultant makes no representations or warranties, that these milestones measure overall contract progress facilitated by the Consultant’s performance of the services, and any particular milestone will be achieved or that any specific Department or other requirements ultimately will be met. The fee schedule shall be based upon identified contract milestones with regards to the funds, as follows:

Milestone	Percent	Billable Amount	Project Deliverable
Project selection complete & policies/procedure and/or implementation strategy established	25%	\$4,625.00	Invoiced at the earlier of: Project selection completed or 1/1/25
50% of allocated funds expended	25%	\$4,625.00	Invoiced at the earlier of: 50% of allocated funds expended or 4/1/25
75% of allocated funds expended	25%	\$4,625.00	Invoiced at the earlier of: 75% of allocated funds expended or 7/1/25
Transfer of all close-out docs	25%	\$4,625.00	All reports filed with IDEM/ USDT, all docs and records transferred. Closeout meeting complete
Total of all milestones	100%	\$18,500.00	

Note: Administrative Activities include General Administration, Financial Management, Basic Acquisition, and Construction Phase Management services as referenced in Part III—Scope of ARPA Administration Services.

III. ADDITIONAL SERVICES

Section II above discusses compensation for the administration of ARPA direct allocation under Subtitle M section 603 of the American Rescue Plan Act. Rates and/or Fee for application, administration, or management of activities funded under other provisions of the ARP Act will be negotiated and provided as an addendum to this contract.

Fees for any professional services required to carry out project-related activities that must be furnished by a third-party professional including but not limited to accountant, appraiser, archaeologist, architect, attorney, auditor, biologist or other natural scientist, engineer, historic preservationist, or surveyor, shall be in addition to the base fee payable to Consultant specified in Section II. Expenditures for such services shall require prior approval by Client.

IV. CHANGES AND AMENDMENTS

The Client may, from time to time, request changes in the scope of services of the consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon by and between the Client and the Consultant and shall be incorporated in written amendments to this Agreement. If a change is requested but the parties cannot agree on the specific terms of such change, the parties may mutually agree to terminate this Agreement. Absent such agreement to terminate, the Agreement will continue without the change.

V. ASSIGNABILITY

Neither party shall assign any interest in this Agreement or transfer any interest in the same, without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that claims for money by the Consultant from the Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished reasonably promptly to the Client.

VI. RECORDS AND AUDITS

During the term of this Agreement, the Consultant shall assist the Client in maintaining fiscal records and supporting documentation for all expenditures of funds made under the Contract. Such records must include data on racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under the Contract. Client shall retain such records, and any supporting documentation, for the greater of three (3) years from closeout of the Contract or the period required by other applicable laws and regulations.

VII. MISCELLANEOUS PROVISIONS

- A. Governing Law and Venue.** This Agreement shall be governed and construed under and in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the Client.
- B. Binding Effect; No Third-Party Beneficiaries.** This Agreement shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective successors, assigns, transferees and delegates.
- C. Severability.** If any provision of this Agreement is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.
- D. Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.
- E. Provision of Information.** It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work outlined in this Agreement shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client, and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Agreement.
- F. Local Program Liaison.** For purposes of this Contract, the Client shall designate an authorized person to serve as the Local Program Liaison and primary point of contact to the Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

- G. Waiver of Consequential Damages.** Notwithstanding any other provision to the contrary herein, neither party shall be liable to the other for any indirect, incidental, special or consequential damages or loss of profits, anticipated or otherwise, or loss of revenues in connection with or arising out of, or in connection with, the subject matter of this Agreement.
- H. Limitation of Liability.** Each party agrees that, regardless of the type, nature or number of causes of action or claims by the Client (including without limitation claims for indemnity under this Agreement) or any third party claiming by, through or under the Client, the maximum amount of damages, individually or in the aggregate, that either party will be liable for or can be required to pay to the other or any other claimant is the amount of fees to be paid to the Consultant by the Client under this Agreement. The parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither party would enter into this Agreement.
- I. Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties with regard to contemporaneous understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.
- J. Negotiated Terms.** The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against either party by reason of the extent to which such party or its professional advisors participated in the preparation of this Agreement.
- K. Ownership of Work and Copyright.** The parties agree that the Consultant retains all ownership rights to forms, reports, and other documents produced in whole or in part under this Agreement until such documents are completed as contemplated under this Agreement and placed in the official Contract record or submitted as final documents to the Client or the Department. Consultant shall retain all ownership rights to templates, internal tracking systems, and other documents produced by Consultant that have a common use applicable to multiple clients and are not produced specifically for the Client under this Agreement. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.
- L. Remedies, Alternative Dispute Resolution, and Program Non-Compliance.** The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or ARPA program requirements, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or Texas district court or a similarly qualified, mutually agreeable individual in Austin, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.
- M. Force Majeure.** A "Force Majeure Event" means any event or cause beyond a party's reasonable control (including without limitation, construction delays, fire, flood, rain, weather, casualty, explosions, damage by third parties whether negligently or intentionally caused, strikes, work stoppages, picketing, acts of God or other casualties, or the laws or actions of any governmental authority), as a result of which at any time a party is unable to perform any of its obligations under this Agreement. If a Force Majeure Event occurs during the term of this Agreement that prevents the Consultant from performing its obligations hereunder, the Consultant and the Client will in good faith mutually agree on one of the following alternatives: (1) extend the time for performance, or (2) terminate this Agreement and, as mutually agreed, cause the payment to Consultant of fees not yet paid for services performed prior to the occurrence of the Force Majeure Event or cause the refund to Client of fees previously paid for services that were not performed prior to the occurrence of the Force Majeure Event.

- N.** GrantWorks recognizes and follows COVID- 19 guidance, recommendations and advice as set forth by the Texas Department of State Health Services, and the United States Center for Disease Control. Current guidelines for private, public, and nonprofit sectors are available at dshs.texas.gov/coronavirus and cdc.gov/coronavirus. GrantWorks will continue to prioritize the health and safety of employees, clients, vendors, and other stakeholders by encouraging the use of appropriate and recognized public health mitigating measures, such as mask wearing and social distancing, and by offering virtual meeting and work options throughout the life of the contract. GrantWorks aims to be sensitive to the individual needs of each community whilst recognizing the challenges posed by the pandemic.

PART II - TERMS AND CONDITIONS

- 1. USE OF FUNDS.** a. Recipient understands and agrees that the of funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the “Act”), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing; b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- 2. PERIOD OF PERFORMANCE.** The time of services of the Consultant shall commence no earlier than the date of this agreement. In any event, Consultant shall use commercially reasonable efforts to perform all services required and performed hereunder within either December 31, 2026, or the completion date of this program, whichever is sooner. Consultant shall issue and provide a copy of a Consultant’s Certificate of Program Completion to the Client when the consultant is notified that Client has accepted the program.
- 3. REPORTING.** Recipient agrees to comply with any reporting obligations established by the Treasury as they relate to this award.
- 4. ACCESS TO RECORDS.** In accordance with 2 CFR 200.337, during the Agreement’s time of performance the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 5. PRE-AWARD COSTS.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- 6. ADMINISTRATIVE COSTS.** Recipient may use funds provided under this award to cover both direct and indirect costs.
- 7. COST SHARING.** Cost sharing or matching the of funds are not required to be provided by the Recipient.
- 8. CONFLICTS OF INTEREST.** Recipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to the Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- 9. COMPLIANCE WITH APPLICABLE RULES AND REGULATIONS.** a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. b. Federal regulations applicable to this award include, without limitation, the following: i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine, are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference. iii. Reporting Subaward and

Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference. iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19. v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference. vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20. vii. New Restrictions on Lobbying, 31 C.F.R. Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

- 10. REMEDIAL ACTIONS.** In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of the funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
- 11. HATCH ACT.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 12. FALSE STATEMENTS.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 13. PUBLICATIONS.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
- 14. DEBTS OWED THE FEDERAL GOVERNMENT.** a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government. b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). The Treasury will take any actions available to it to collect such a debt.

- 15. DISCLAIMER.** a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.
- 16. PROTECTIONS FOR WHISTLEBLOWERS.** a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 17. TERMINATION OF AGREEMENT FOR CAUSE.** In accordance with 2 CFR 200 APPENDIX II (B), if the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall provide written notice to Consultant reasonably specifying the failure or violation. If Consultant fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, Client thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Consultant. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.
- 18. TERMINATION OF AGREEMENT FOR CONVENIENCE.** Either the Client or the Consultant may terminate this Agreement at any time by providing at least ten (10) day notice in writing to the other party to this Agreement. If the Agreement is terminated as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.
- 19. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689, 2 CFR part 180).** The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

- 20. FEDERAL COMPLIANCE.** During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:
- a. CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - b. Section 504 Rehabilitation Act of 1973, as amended.** The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
 - c. AGE DISCRIMINATION ACT OF 1975.** The Consultant shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
 - d. SECTIONS 106(b), 102(a)(4) and A109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.** Under Title VI of the Civil Rights Act of 1964, no person shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available under this Title.
 - e. EQUAL OPPORTUNITY CLAUSE.** During the performance of this Agreement, the Consultant agrees as follows:
 - i.** The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii.** The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - iii.** The Consultant will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
 - iv.** The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - v.** The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- vi.* The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii.* In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii.* The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

21. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

- a.* The Consultant must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- b.* Affirmative steps must include:
 - i.* Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii.* Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii.* Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv.* Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v.* Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi.* Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

22. PATENT RIGHTS AND INVENTIONS. The Consultant shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

23. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (B))

- 24. ENERGY EFFICIENCY.** The Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (2 CFR 200 APPENDIX II (H) and 42 U.S.C. 6201).
- 25. VERIFICATION NO BOYCOTT ISRAEL.** As required by Chapter 2271.002, Texas Government Code, the Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel", as defined by §808.001(1) of the Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 26. NO FOREIGN TERRORIST ORGANIZATIONS.** Pursuant to Chapter 2252.152, Texas Government Code, the Consultant represents and certifies that, at the time of execution of this Agreement neither the Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

PART III - SCOPE OF BASIC SERVICES

Depending on the selected project(s) for the first of funds, some provisions may not apply. The type(s) of project(s) selected will determine the type(s) of service(s) necessary to implement the project(s) associated with the funds. See below for project types.

A. Projects with Beneficiaries including Households, Non-profits, Businesses, and Industries:

1. Identify the need for this program.
2. Project planning, design, and startup: Assist recipient with procuring necessary vendors as needed.
3. Intake meetings: Advertise, schedule, and conduct intake with interested potential beneficiaries. During intake meetings case managers will collect all available documentation necessary to determine eligibility.
4. Eligibility verification: Management staff will review all intake documentation and verify eligibility; If applicable, verify duplicative benefits (DOB); Maintain recipient data in a secure system and comply with all record-keeping requirements: Assistance package generation and approval; Review change requests and all required documentation related to any change requests; and Final Documentation of recipients: File, audit, and closeout; and Complete final audit to ensure all procedures were properly followed.

B. Premium Pay to Eligible Workers and Eligible Employers:

1. Identify the need for this program.
2. Project planning, design, and startup.
3. Advertise, schedule, and conduct intake with interested potential eligible employers: During intake meetings case managers will collect all available documentation necessary to determine eligibility.
4. Eligibility verification: Management staff will review all intake documentation and verify eligibility; If applicable, verify duplicative benefits (DOB); and Maintain recipient data in a secure system and comply with all record-keeping requirements.
5. Assistance package generation and approval.
6. Review change requests and all required documentation related to any change requests.
7. Final Documentation of recipients: File, audit, and closeout; and Complete final audit to ensure all procedures were properly followed.

C. Reconciliation of Revenue Reductions:

1. Identify the need for this program.
2. Project planning, design, and startup.
3. Calculate revenue loss in accordance with Department of Treasury guidance.
4. Review change requests and all required documentation related to any change requests.
5. Final Documentation of recipients.
6. File, audit, and closeout.
7. Complete final audit to ensure all procedures were properly followed.

D. Necessary Water, Sewer, or Broadband Infrastructure:

1. Identify the need for this program.
2. Project planning, design, and startup: Assist recipient with procuring necessary vendors as needed.
3. Assist with developing contract/bid packages that meet ARP program requirements.
4. Assist with monitoring and reporting contractor's performance.
5. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
6. Assist the recipient with vendor Draws/Close Out.
7. Compile and review for completeness contract/closeout packages that meet ARP program requirements.
8. Labor Standards duties (as required): Monitor compliance with all relevant labor standards regulations; and Maintain document files to support compliance.
9. Environmental Services: Review each project description to ascertain and/or verify the level of environmental review requirements; Prepare, complete, and submit required forms for environmental review and provide all documentation to support environmental findings; Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance; and Reporting.
10. Acquisition Duties: Submit acquisition reports and related documents; Establish acquisition files (if necessary); and Complete acquisition activities (if necessary).

E. General Administration

1. Provide general advice to the Client and its staff with respect to the implementation of the project and regulatory matters.
2. Furnish forms, policies, and procedures for implementation of the project.
3. Provide technical assistance to Client personnel who will be directly involved in the program for routine tasks, using the American Rescue Plan Act of 2021 ("ARPA") - Project Implementation Guidelines.
4. Assist Client in developing a record keeping system consistent with program guidelines, including the establishment and maintenance of program files.
5. Serve as liaison for the Client during normal monitoring visits by staff representatives from either the U.S. Department of Treasury ("USDT") or the state agency that oversees ARPA.
6. Prepare and submit to Department Client's required Periodic Progress Reports.
7. Assist Client in meeting 2 C.F.R. 200, Uniform Relocation Act, Section 504 of the Rehabilitation Act of 1973, as amended and other applicable requirements as may be required for participation in the ARPA program.
8. Assist Client in preparing Contract and/or Program Amendments and Modifications along with related documentation, public hearings, and notices as requested by Client.
9. Other general administration tasks not listed here that are requested by Client and agreed to in writing by Consultant.

F. Financial Management

1. Assist Client in establishing and maintaining a Direct Deposit account and/or separate local bank account, journals and ledgers.
2. Assist Client in submitting the Direct Deposit Authorization Form and/or Depository/Authorized Signatory form to Department.

3. Assist Client in preparation of drawdown requests from Department and disbursements of funds within the allotted time period.

G. Environmental Review

1. Assist Client in preparing environmental documents as necessary. Each ARP funded project shall, if applicable, be assessed to determine whether and/or to what extent environmental reviews may be required by local or state law. Consultant may assist in completing required environmental reviews once an assessment is completed.

H. Audit/Close-out Procedures

1. Prepare final Reports, including any General Report, Financial Reports and Completion Reports, as required.
2. Assist Client in responding to any monitoring and audit findings and resolving any third-party claims.

Additional General Terms Regarding Third-Party Services

Some services will be performed by third-party service providers. See Section III of this Agreement regarding special services outside the scope of work.

Assistance by Consultant with (1) verification of equipment suppliers or other service contractors, (2) selection of bid award winners, or (3) any other activity relating to contractors, subcontractors, bid award winners or any other third party not directly engaged through a written agreement with Consultant to provide services required to be provided by Consultant under this Agreement (collectively "Third Parties") is not intended to be and shall not be construed as an endorsement, representation or warranty by Consultant of any kind relating to such Third Party Service Providers or of the quality of such Third Parties work, and all such endorsements, representations or warranties hereby are expressly disclaimed.

Assistance by Consultant with the fulfillment of any requirements imposed by Third Parties, governmental or otherwise, shall not be construed as a representation or warranty, and Consultant makes no representations or warranties, that any particular requirement will be achieved or met, and Consultant assumes no responsibility for the achievement or failure to achieve such requirements.

All assistance by Consultant described in this Agreement based on information provided by Third Parties shall be considered information provided by Client, and Consultant shall be entitled to rely on such information without any additional duty of inquiry or investigation.

PART IV - SIGNATURE TERMS AND CONDITIONS

This Agreement is subject to the provisions titled "Part I – General Conditions", "Part II Terms and Conditions" and "Part III Scope of Basic Services," which each are hereby incorporated by reference.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the effective date indicated above.

**GrantWorks, Inc.
2201 Northland Drive
Austin, Texas 78756**

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

BY:

BY:

Bruce J. Spitzengel
President

Sara Countryman
Mayor

DATE: _____

DATE: _____

ATTEST:

BY: _____
City Secretary

Montgomery City Council
AGENDA REPORT

Meeting Date: September 10, 2024	Budgeted Amount: N/A (developer funded)
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action authorizing the City Engineer to begin work on the West Lone Star Parkway Waterline Extension Project.

Recommendation

Staff recommends a motion to authorize the City Engineer to begin work on the West Lone Star Parkway Waterline Extension Project upon receipt of developer funds.

Discussion

Issue:
This project will extend the 12-inch waterline along Lone Star Parkway from the county’s Community Center to the developer’s northernmost property line. As you are aware, the cost of the project is funded by the developer as detailed below.

Rules:
Excerpt from Sec. 2.1 of the approved Development Agreement with Tri Pointe Homes:

1. Off-site 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 12” waterline...
 - i. Funding. The City will provide the Developer 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.

Analysis & Conclusion:
The engineer’s memo and information are attached. Once the project is authorized, the city can provide an invoice to the developer and the city engineers will begin work on receipt of funds. Staff and the city engineers recommend authorizing the project pursuant to the terms of the Development Agreement.

Approved By		
Assistant City Administrator & Planning & Development Director	Dave McCorquodale	Date: 09/05/2024



Lone Star Parkway 12” Waterline Extension (Tri-Pointe)

City of Montgomery

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

WGA understands the City plans to extend the waterline west along Lone Star Parkway. The waterline extension totals approximately 2,460 LF.

SCOPE OF WORK

- *Preliminary & Design Phase*
 - *WGA will create preliminary site layout and coordinate with the City for approval. This phase will include internal/ external project kickoff meetings and the establishment of the design and schedule.*
 - *WGA will develop drawings and specifications for the successful construction of the waterline extension along Lone Star Parkway.*
 - *Design changes initiated by the Client after the design is complete may result in a request for additional authorization.*
 - *Obtain approvals from TCEQ and Montgomery County.*
- *Construction Administration*
 - *Coordinate advertising for bids, hold a pre-bid conference, answer questions from bidders, hold bid opening, prepare bid tabulation, and prepare recommendation of award.*
 - *Prepare construction contracts and coordinate execution of the same.*
 - *Issue notice to proceed and hold pre-construction meeting.*
 - *Review of construction submittals and RFIs.*
 - *Preparation of pay estimates, change orders, and other associated construction documents.*
 - *General oversight and coordination of construction contract.*
- *Field Project Representation*
 - *Onsite inspection by a Field Project Representative for approximately 10 hours per week (including travel time) for the duration of the projected contract period of performance (45 days).*
 - *Onsite inspection by the project team throughout the duration of the project to attend periodic site visits, final walkthrough inspections, etc.*
- *Additional Services and Reimbursable Expenses*
 - *Includes surveying, construction staking, geotechnical investigation, construction materials testing, advertising expenses, and other reimbursable expenses.*
 - *Survey cost may be paid directly by developer and completed with the overall site survey. If this is the case, the survey will not be billed to the job.*
 - *Construction services over 20% of original contract period of performance.*



ENGINEERING COST

The cost to perform the scope of services described above is as follows:

Preliminary and Design Phase -	\$37,000	(Lump Sum)
Construction Administration -	\$23,000	(Lump Sum)
Field Project Representation -	\$18,000	(Time and Materials)
Additional Services and Reimbursable Expenses -	\$17,000	(Time and Materials)

WGA requests City Council’s authorization to proceed with the preparation of the design plans for the Lone Star Parkway 12” Waterline Extension (Tri-Pointe) on a lump sum and time and materials, as described above.

SCHEDULE

Authorization to Proceed	1	calendar days*
Survey	30	calendar days
Design	120	calendar days
Bidding	30	calendar days
Contracts	30	calendar days
Construction	45	calendar days
TOTAL DURATION	256	calendar days

* If approved, the effective start date is the following business day from the date of acceptance.

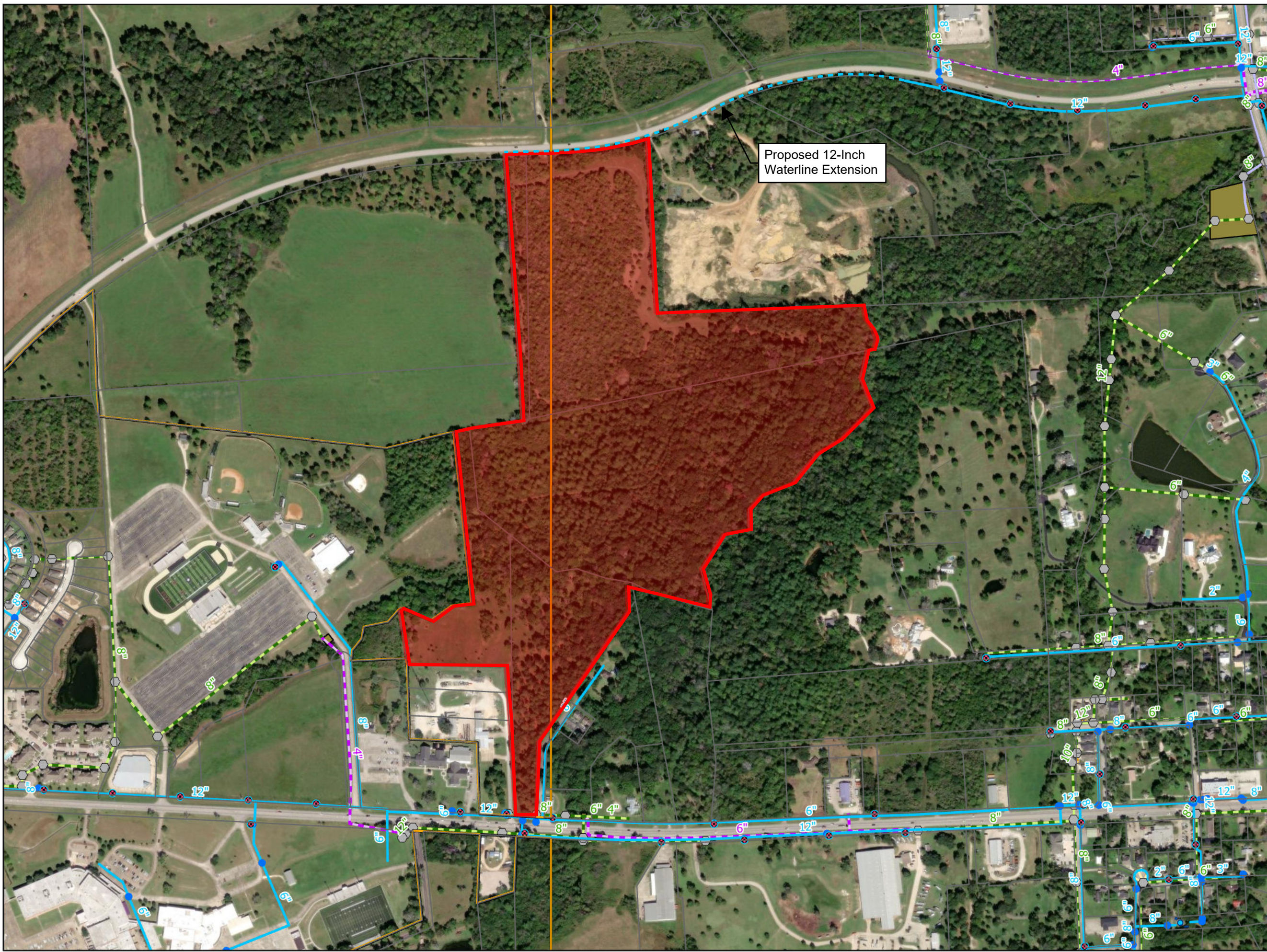


Preliminary Cost Estimate
Offsite Public Water Improvements
Cheatham-Stewart Tract
 9/5/2024

Item No.	Description	Quantity	Unit	Unit Price	Cost	
General						
1	Mobilization, Bonds, and Insurance	1	LS	\$ 20,000	\$ 20,000	
2	Construction Staking	1	LS	8,000	8,000	
3	Trench Safety System	2,460	LF	1	2,460	
4	SWPPP	1	LS	7,500	7,500	
5	Traffic Control Plan	1	LS	10,000	10,000	
6	Site Restoration	1	LS	7,500	7,500	
Water						
7	12-Inch C900 PVC Waterline	2,460	LF	65	159,900	
8	12-Inch PVC Waterline (trenchless with 20" Steel Casing)	140	LF	350	49,000	
9	12-Inch Gate Valve	5	EA	3,000	15,000	
10	12-Inch Wet Connect	1	EA	4,500	4,500	
11	Flush Valve	5	EA	5,000	25,000	
12	2-Inch Blow Off Valve and Box	1	EA	2,000	2,000	
13	12" Plug and Clamp	1	EA	\$ 1,000	\$ 1,000	
					Construction Subtotal	\$ 312,000
					Contingencies (15%)	\$ 47,000
					Preliminary and Design Phase	\$ 37,000
					Construction Administration	\$ 23,000
					Field Project Representation	\$ 18,000
					Additional Services and Reimbursable Expenses	\$ 17,000
					Total	\$ 454,000

Notes:

- 1 All values rounded up to the nearest thousand.
- 2 This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.
- 3 This is not a proposal for engineering services but an estimate for planning purposes.



Proposed 12-Inch
Waterline Extension



- Legend**
- █ Cheatham-Stewart Tract
 - █ City ETJ
 - City Limits
 - Tax Parcel
- Water Infrastructure**
- Hydrant
 - Water Main Valves
 - Water Main
 - Water Plant Facility
- Sanitary Sewer Infrastructure**
- Sanitary Sewer Manhole
 - Sanitary Sewer CCTV
 - - - Sanitary Sewer Gravity Main
 - - - Sanitary Sewer Lateral
 - - - Sanitary Sewer Pressurized Main
 - █ Sanitary Sewer Water Treatment Plant

Cheatham-Stewart Tract

Feasibility Study



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



**Montgomery City Council
AGENDA REPORT**

Meeting Date: September 10, 2024	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on a Development Agreement by and between the City of Montgomery, Texas and Taylor Morrison for a proposed 56-acre single-family residential development (Dev. No. 2404).

Recommendation

Staff recommends approval of the Development Agreement as presented.

Discussion

This proposed project has been presented to City Council in Feasibility Study and developer presentations. The attached Development Agreement is based on the city’s regulations and approved variances granted to the developer.

Staff, consultants, and the developer will be in attendance to answer any questions.

Approved By

Assistant City Administrator & Planning & Development Director	Dave McCorquodale	Date: 09/05/2024

DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF MONTGOMERY, TEXAS AND
TAYLOR MORRISON OF TEXAS, INC.

This DEVELOPMENT AGREEMENT (the "Agreement") is entered into between TAYLOR MORRISON OF TEXAS, INC., a Texas corporation, its successors or assigns ("Developer"), and THE CITY OF MONTGOMERY, TEXAS ("City") to be effective on the date on _____, 2024 (the "Effective Date").

RECITALS

The Developer owns approximately 56.7 acres of land, as described on the attached **Exhibit A** (defined herein as the "Tract") in Montgomery County, Texas, within the corporate limits of the City. The Developer intends to develop the Tract for primarily single-family residential purposes. The Tract will be located within the boundaries of a special district and the City will provide water and sanitary sewer service to the Tract.

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

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

AGREEMENT

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

ARTICLE I. DEFINITIONS AND EXHIBITS

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

City means the City of Montgomery, Texas.

Developer means Taylor Morrison of Texas, Inc., a Texas corporation, 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

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

Parties means the City and the Developer, collectively.

Proposed Collector Road means the public road improvement to be constructed described as "Proposed Collector".

Tract means the approximately 56.7 acres of land to be developed by Developer, as described in **Exhibit A**.

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

Exhibit A	Metes and Bounds Description of the Tract
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ARTICLE II

DEVELOPER OBLIGATIONS

Section 2.1. Utilities.

- a. **Water, Sanitary Sewer and Drainage Facilities.** Developer agrees that all water, sanitary sewer and drainage facilities to serve the Tract, whether on the Tract or off-site, will be constructed in accordance with the applicable City regulations and ordinances, including the City of Montgomery Code of Ordinances, as amended (the "City Code"). The Developer is responsible for the design and construction of all internal water and sanitary sewer lines and associated facilities and drainage facilities to serve the Tract. The City will provide retail water and sanitary sewer service to customers within the Tract.. Following acceptance by the City, the water and sanitary sewer infrastructure will be owned, operated, and maintained by the City per normal practice.. The City agrees to provide the Developer with its ultimate requirements for wastewater treatment and water capacity as further described herein.
- b. **Water Supply Facilities.** The parties acknowledge that the Tract will be developed in phases with ultimate water requirements of 79,560 gpd to serve approximately 190 ESFCs.. The City agrees that it has the capacity in its water treatment system to serve the Tract; however, the Developer is required to fund the construction of

certain improvements to the City's water supply system in order to provide sufficient pressure for the Tract.

- i. **Water Line.** The Developer agrees to connect to the City's existing 12-inch waterline on Buffalo Springs and to the existing 12-inch waterline located along Lone Star Parkway to provide a looped waterline system throughout the Tract ("Water Line"). The Water Line will be constructed in public right of way or easement and to the extent necessary, the Developer will be responsible for acquiring any necessary public right of way required for the construction of the Water Line.
 - ii. **Funding.** The Developer will fund the entire cost of the design and construction of the waterlines internal to the Tract and their connections to the existing water system.
 - iii. **Ownership.** The City will accept such Water Line for ownership and operation subject to a one-year maintenance bond to be enforceable by the City from the contractor.
- c. Wastewater Treatment Facilities. The parties acknowledge that the Tract will be developed with ultimate wastewater requirements of 55,250 gpd to serve approximately 190 ESFCs. The City agrees that it has permitted capacity in its wastewater treatment system to serve the 190 ESFCs; however, the Developer is required to fund the construction of certain improvements to the City's wastewater supply system in order to serve the Tract.
- i. **Lift Station No. 10 Improvements.** The City agrees to design and construct the related to the expansion of the Lift Station from 180,000 gpd and 220,000 gpd by adding a third submersible pump and other improvements to serve the Tract (the "Lift Station").
 - ii. **Funding.** The City will provide the Developer a cost estimate of the engineering and construction costs of the Lift Station Improvements, 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 Lift Station Improvements. The City will be responsible for bidding the Lift Station Improvements 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. The Developer shall have the right to review all bids received for the construction of the Lift Station, approve award of the construction contract for the Lift

Station, and review and approve all pay estimates and change orders related thereto. The City will keep accurate records of Developer deposits and Lift Station costs and make such records available for Developer inspection upon request. Within 45 days of city acceptance of the Lift Station, 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. 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.** The City is obligated to begin design of the Lift Station upon execution of this Agreement and begin construction of the Lift Station within eight 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 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 Lift Station in accordance with this Agreement, the City agrees that the Developer may design and construct the Lift Station to meet its development needs.
- d. **Impact Fees.** The Developer agrees to pay impact fees for water supply facilities and wastewater treatment facilities ("Impact Fees") in the amount as stated in the City's current adopted Impact Fees, or as may be amended from time to time. The Developer will be assessed and pay Impact Fees at final platting.
- e. **Drainage Facilities.** The Developer has submitted and received approval for a drainage study from the City. Any revisions to the drainage study must be submitted to the City for review and approval. All drainage and detention facilities must be designed and constructed in accordance with the City Code and any applicable Montgomery County standards. 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 Developer.

Section 2.2. Road Improvements. Any public road improvements constructed within the Tract, 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 Developer is responsible for obtaining such easements or rights-of-way at no cost to the City. Once constructed, all public road improvements shall be dedicated to and accepted by the City for operation and maintenance. Developer is required to obtain approval from Montgomery County for the connection to Lone Star Parkway and comply with any requirements of Montgomery County that may include completion of a Traffic Impact Analysis and/or roadway improvements. Written approval from Montgomery County must be provided to the City prior to the commencement of construction.

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 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 Developer.

Section 2.5. Development Regulations. Developer agrees that the variances for the development approved by the City Council on March 12, 2024 are the only variance requested and the Developer will follow all other City of Montgomery development regulations as they are written. .

ARTICLE III.

DEFAULT AND TERMINATION

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

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

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

Section 3.2. Notice of Developer's Default.

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

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

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

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

Section 3.3. Notice of City's Default.

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

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

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

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

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

ARTICLE IV.

MISCELLANEOUS

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

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

The term "force majeure" as used herein shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy or of terrorism, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, suspension of issuance of permits by environmental agencies outside the control of any party, explosions, breakage or damage to machinery or pipelines and any other 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 4.3. Law Governing. This Agreement shall be governed by the laws of the State of Texas, and no lawsuit shall be prosecuted on this Agreement except in a federal or state court of competent jurisdiction.

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

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

If to the City, to:

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

With a copy to City attorney:

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

If to the Developer, to:

Taylor Morrison Development of Texas, Inc.
Attn: Charles W. Enochs, President
4900 N. Scottsdale Rd Ste 2000
Scottsdale, AZ 85251

With a copy to:

Attention: _____

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

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

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

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

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

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

Section 4.11. Authority for Execution. The City hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Code. The Developer hereby certifies, represents and warrants that the execution

of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of such entity.

(Signature Pages to Follow)

DRAFT

CITY OF MONTGOMERY, TEXAS

Sara Countryman, Mayor

ATTEST:

Title: _____

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this _____ day of _____, 2024, by Sara Countryman, Mayor, City of Montgomery, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT "A"
METES AND BOUNDS



January 3, 2024

BEING 56.673 ACRES OF LAND IN THE JOHN CORNER SURVEY, A-8, MONTGOMERY COUNTY, TEXAS, SAID 56.673 ACRES BEING THE SAME TRACT OF LAND OF LAND CALLED 56.711 ACRES AS CONVEYED TO SPEEDY ANGELS L.L.C, DEED OF WHICH IS RECORDED UNDER COUNTY CLERK'S FILE NUMBER 2021-099784, MONTGOMERY COUNTY REAL PROPERTY RECORDS, SAID 56.673 ACRES BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING at a 5/8" iron rod found with a cap stamped "Glezman" in the North Right of Way line of Lone Star Parkway, (175' wide, C.C.F.N. 2004-134115, M.C.R.P.R.) for the Southwest corner of the Alan C. Thorell 3.5819 acre tract of land, deed of which is recorded under County Clerk's File Number 2017-027089, Montgomery County Real Property Records and being the Southeast corner of the herein described tract;

THENCE in a Northwesterly direction, with the North line of Lone Star Parkway along a curve to the left having a radius of 2,150.00, a central angle of 10° 39' 02", an arc length of 399.85 feet, chord bears N. 87° 32' 34" W., 399.08 feet to a 5/8" iron rod found for the end of curve;

THENCE S. 80° 16' 35" W., continuing with the North line of Lone Star Parkway for a distance of 105.10 feet to a 5/8" iron rod found with a yellow cap for the beginning of a curve to the left;

THENCE in a Southwesterly direction continuing with the North line of Lone Star parkway, along said curve to the left having a radius of 2,140.00 feet, a central angle of 08° 17' 53" an arc length of 309.93 feet, chord bears S. 80° 12' 21" W., 309.66 feet to a 5/8" iron rod found for the end of curve;

THENCE S. 75° 55' 42" W., continuing with the North line of Lone Star Parkway for a distance of 44.09 feet to a 5/8" iron rod found with a cap stamped "Glezman" for the Southwest corner of the herein described tract, the Southeast corner of the Shadow Creek Estates, Ltd; 19.5939 acre tract, deed of which is recorded under County Clerk's File Number 2017-090881, Montgomery County Real Property Records;

THENCE N. 13° 56' 38" W., leaving the North line of Lone Star Parkway, along the East line of the said 19.5939 acre tract for a distance of 631.38 feet to a 5/8" iron rod set with a cap stamped "Jeff Moon RPLS 4639" for corner;

THENCE N. 03° 32' 31" W., continuing along said East line for a distance of 568.53 feet to a 5/8" iron rod found for the Northeast corner of the said 19.5939 acre tract, the Southeast corner of Lot 12, Buffalo Crossing, a Subdivision, map of which is recorded in Cabinet Z, Sheet 1642, Montgomery County Map Records;

THENCE N. 27° 56' 22" E., along the East line of Buffalo Crossing for a distance of 659.88 feet to a 5/8" iron rod found with a cap stamped "Town & Country" ;

THENCE N. 00° 12' 04" W., continuing along said East line f, passing at 73.56 feet a 60d nail found for reference in a wood bulkhead and continuing in all for a distance of 100.04 feet to the Northeast corner of Buffalo Crossing, the Northwest corner of the herein described tract, in the South line of Unrestricted Reserve "F", Amending Plat of Waterstone on Lake Conroe, Section 1, a Subdivision, map of which is recorded in Cabinet Z, Sheet 1356, Montgomery County Map Records;

THENCE S. 89° 47' 03" E., along the above mentioned South line for a distance of 372.87 feet to a point for corner in water;

THENCE N. 75° 17' 26" E., continuing along said South line for a distance of 457.41 feet to a point for corner in water;

THENCE N. 83° 09' 48" E., continuing along said South line for a distance of 294.06 feet to a point for corner in water;

THENCE S. 54° 32' 13" E., continuing along said South line, passing at 106.74 feet the Southeast corner of Waterstone on Lake Conroe, the Westerly corner of the residual of the Waterstone on Lake Conroe 155.2494 acre tract, deed of which is recorded under County Clerk's File Number 2008-023660, Montgomery County Real Property Records and continuing in all along a Southwesterly line of the said 155.2494 acre tract for a distance of 181.76 feet to a point for corner in water;

THENCE N. 69° 37' 08" E., continuing along the above mentioned line for a distance of 50.61 feet to a point for corner in water;

THENCE S. 40° 33' 44" E., continuing along the above mentioned line for a distance of 80.92 feet to a 5/8" iron rod set with a cap stamped "Jeff Moon RPLS 4639" for the North corner of Lot 13, Block 1, Grandview, Section 2, a Subdivision, map of which is recorded in Cabinet Z, Sheet 280, Montgomery County Map Records, from whence the most Northeasterly corner of the said 56.711 acre tract bears S. 40° 33' 44" E., 30.03 feet;

THENCE S. 72° 16' 20" W., leaving the above mentioned line, along the North line of said Lot 13 for distance of 102.93 feet to a point for corner in water;

THENCE S. 23° 26' 22" W., along the West line of said Grandview for a distance of 139.90 feet to a 5/8" iron rod found with a cap stamped "Glezman" ;

THENCE S. 05° 19' 30" W., continuing along the West line of Grandview for a distance of 176.94 feet to a 5/8" iron rod set with a cap stamped "Jeff Moon RPLS 4639"

THENCE S. 14° 33' 43" W., continuing along the West line of Gandview for a distance of 170.96 feet to a 5/8" iron rod found with a cap stamped " Glezman ";

THENCE S. 26° 26' 55" E., continuing along the West line of Grandview for a distance of 90.60 feet to a 5/8" iron rod found with a cap stamped " Glezman ";

THENCE S. 05° 51' 20" E., continuing along the West line of Grandview for a distance of 127.60 feet to a 5/8" iron rod found with a cap stamped " Glezman "

THENCE S. 10° 59' 35" W., continuing along the West line of Grandview for a distance of 147.74 feet to a 5/8" iron rod set with a cap stamped " Jeff Moon RPLS 4639 "

THENCE S. 40° 12' 16" E., continuing along the West line of Grandview for a distance of 113.86 feet to a 5/8" iron rod set with a cap stamped " Jeff Moon RPLS 4639 "

THENCE S. 24° 47' 52" E., continuing along the West line of Grandview for a distance of 175.51 feet to a 5/8" iron rod found;


THENCE S. 29° 04' 32" E., continuing along the West line of Grandview for a distance of 31.61 feet to a 5/8" iron rod found;

THENCE . S. 03° 56' 48" E., continuing along the West line of Grandview for a distance of 348.15 feet to a 5/8" iron rod found with a cap stamped " Glezman " in the West line of Lot 3, Grandview for the Lower Northeast corner of the herein described tract, the Northeast corner of the said 3.5819 acre tract;

THENCE N. 74° 43' 49" W., along the North line of the 3.5819 acre tract for a distance of 494.19 feet to a 5/8" iron rod found with a cap stamped " Glezman " for it's Northwest corner, an inside corner of the herein described tract;

THENCE S. 15° 18' 17" W., along the West line of the 3.5819 acre tract for a distance of 324.88 feet to the POINT OF BEGINNING and containing in all 56.673 acres of land.

This description is based upon a drawing as prepared by Jeffrey Moon and Associates, Inc; dated January 3, 2024. Bearings and coordinates are based upon the Texas State Plane Coordinate System, NAD '83, Central Zone.


Jeffrey Moon
Registered Professional
Land Surveyor No. 4639
T.B.P.E.L.S. No. 10112200



Montgomery City Council
AGENDA REPORT

Meeting Date: September 10, 2024	Budgeted Amount: N/A (developer funded)
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on authorizing the City Engineer to begin work on the Lift Station No. 10 Improvements – Phase II Project.

Recommendation

Staff recommends a motion to authorize the City Engineer to begin work on the West Lone Star Parkway Waterline Extension Project upon receipt of developer funds.

Discussion

Issue:

This project is development driven. The Taylor Morrison 56-acre single-family project on Lone Star Parkway will utilize Lift Station No. 10. This sanitary sewer Lift Station was recently improved and upsized by the Montgomery Bend (Pulte) development. The previous project considered the need for additional capacity and the scope of this project is generally described as adding additional pumping capacity within the same physical lift station and force main components.

Rules:

It is important to mention that the Development Agreement is on the agenda for approval at this meeting. As of this writing, it is not an approved document. If approved, the applicable section of the agreement includes this excerpt from Sec. 2.1(c) of the DRAFT Development Agreement:

c. Wastewater Treatment Facilities.

- i. Lift Station No. 10 Improvements. The City agrees to design and construct the related to the expansion of the Lift Station from 180,000 gpd and 220,000 gpd by adding a third submersible pump and other improvements to serve the Tract (the “Lift Station”).
- ii. Funding. The City will provide the Developer a cost estimate of the engineering and construction costs of the Lift Station Improvements, 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 Lift Station Improvements.
- iii.

Analysis & Conclusion:

The engineer’s memo and information are attached. Once the project is authorized, the city can provide an invoice to the developer and the city engineers will begin work on receipt of funds. Staff and the city engineers recommend authorizing the project pursuant to the terms of the Development Agreement.

Approved By

Assistant City Administrator & Planning & Development Director	Dave McCorquodale	Date: 09/05/2024

Montgomery City Council
AGENDA REPORT



Lift Station No. 10 Improvements Phase II

City of Montgomery (Taylor Morrison)

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

WGA understands that the City has defined terms in a Development Agreement (the "Agreement") with Taylor Morrison of Texas, Inc. for the developer to deposit funds for the sanitary sewer improvements needed to serve the proposed single-family development. Due to the condition, location, and service capacity of the City's existing Lift Station No. 10, we recommend installation of a third pump, riser piping and natural gas generator allow for a functional lift station. WGA recommends moving forward with the below scope for the lift station improvements project to serve the proposed, and adjacent developments.

ASSUMPTIONS AND EXCLUSIONS:

1. Electrical, structural, and geotechnical design services are part of this project.
2. Site survey services are not included as part of this project.
3. We will provide erosion control plans for permitting approval; Contractor shall provide the required Storm Water Pollution Prevention Plan (SWPPP) for construction.
4. Landscape and Irrigation Plans are not included in this scope of service.
5. Client will give prompt written notice to WGA whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of WGA's services, or any defect or nonconformance of the work of any Contractor.

SCOPE OF WORK

- *Design Phase Services*
 - *Conduct monthly progress meetings, up to a maximum of five (5) meetings during the final design phase.*
 - *Perform unit process calculations consistent with TCEQ Chapter 217 requirements for lift station design. Document calculations and any proposed variances to TCEQ rules for regulatory approvals.*
 - *Prepare drawings, specifications, and layouts of improvements to be constructed for design milestone (50% and 100%) submittal and for the final construction contract documents.*
 - *Coordinate with electrical subconsultant to complete the electrical drawings and preparation of the technical specifications.*
 - *Prepare front end documents, including bid documents, general conditions, and special conditions for the construction contract documents.*
 - *Prepare application for and obtain TCEQ approval for the project.*
 - *Final Construction Contract Documents: The plans and specifications will be finalized based on one set of compiled comments from Client. Engineer will seal and sign the completed documents. Engineer shall update plans and specifications with any final*



comments prior to finalizing for construction.

- *Prepare revised opinion of probable construction cost for the 50% and 100% design completion levels.*
- *Furnish Client with one electronic PDF copy of drawings and specifications for each submittal for review and approval by Client. Upon final approval by Client, WGA will provide Client one electronic PDF copy of "Final" sealed drawings and in CAD file format.*

- **Construction Administration**
 - *Coordinate advertising for bids, hold a pre-bid conference, answer questions from bidders, hold bid opening, prepare bid tabulation, and prepare recommendation of award.*
 - *Prepare construction contracts and coordinate execution of the same.*
 - *Issue notice to proceed and hold pre-construction meeting.*
 - *Review of construction submittals and RFIs.*
 - *Preparation of pay estimates, change orders, and other associated construction documents.*
 - *General oversight and coordination of construction contracts.*
 - *Review and approval of project material submittals.*

- **Field Project Representation**
 - *Onsite inspection by a Field Project Representative for approximately 12 hours per week (including travel time) during active construction for the duration of the projected contract period of performance (120 calendar days.)*
 - *Onsite inspection by the project team throughout the duration to attend periodic site visits, final walkthrough inspections, etc.*

- **Additional Services and Reimbursable Expenses**
 - *Includes construction staking, construction materials testing, advertising expenses, geotechnical, structural and other reimbursable expenses.*
 - *Construction services over 20% of original contract period of performance.*

ENGINEERING COST

The cost to perform the scope of services described above is as follows:

Design Phase Services -	\$39,000	(Lump Sum)
Construction Administration -	\$19,000	(Lump Sum)
Field Project Representation -	\$20,000	(Lump Sum)
Additional Services & Reimbursable Expenses -	\$11,000	(Time and Materials)

WGA requests City Council’s authorization to proceed with the preparation of the design plans for the Lift Station No. 10 Improvements Phase II on a lump sum and time and materials basis, as described above.



SCHEDULE

Authorization to Proceed	1	calendar days*
Design Phase	100	calendar days
Bidding	30	calendar days
Contracts	30	calendar days
Construction	120	calendar days**
TOTAL DURATION	281	calendar days

*If approved, the effective start date is the following business day from the date of acceptance.

**Construction largely affected by manufacture and delivery time of emergency generator.

Montgomery City Council
AGENDA REPORT

Meeting Date: September 10, 2024	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Presentation and acceptance of a Feasibility Study for a proposed 50.8-acre mixed use development by Devpoint, LLC known as the Villages of Montgomery (Dev. No. 2412).

Recommendation

Staff recommends a motion to accept the Feasibility Study as presented.

Discussion

City Council authorized the city engineer to prepare a Feasibility Study for this proposed mixed use development on July 23, 2024. The Study is attached for review and the engineer will present the results to City Council.

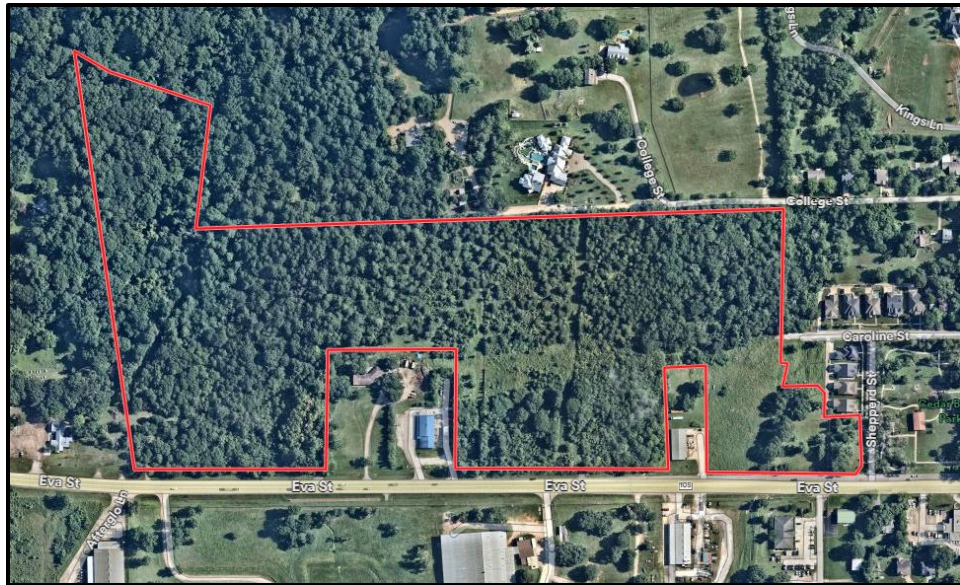
As a reminder, acceptance of the Feasibility Study does not constitute acceptance or approval of the project. Acceptance of the Study means the City Council believes the Study was prepared in accordance with good engineering practices and based on accurate data.

Approved By		
Assistant City Administrator & Planning & Development Director	Dave McCorquodale	Date: 09/05/2024

**Villages of Montgomery
Devpoint, LLC
FEASIBILITY STUDY
(Dev. No. 2412)**

FOR

THE CITY OF MONTGOMERY



WGA PROJECT NO. 00574-145

September 2024

PREPARED BY



OVERVIEW

- 1 Executive Summary
- 2 Introduction
- 3 Analysis

Exhibits:

- A: Tract Location
- B: Zoning Map
- C: Utility Layout
- D: Preliminary Site Plan
- E: Water and Wastewater Usage Projection
- F: City of Montgomery Impact Fee Table
- G: Escrow Calculation
- H: Public Infrastructure Improvements Cost Estimate

1 EXECUTIVE SUMMARY

Devpoint, LLC (the “Developer”) has requested the City of Montgomery (the “City”) to perform a feasibility study for the City to serve a mixed-use development on a 50.8-acre tract along SH-105 west of Shepperd St., also referred to as the Villages of Montgomery tract. The tract is located within City limits and would not need to be annexed prior to receiving utility service.

Based on the preliminary land plan provided by the Developer, this development would consist of 71 - 45’ single family lots, 27 – 50’ single family lots, commercial pads, and mixed-use pads. The final land plan may affect the estimated costs of, and revenues associated with, the development.

The analysis shows that after the completion of the City’s Water Plant No. 2 Improvements project currently in construction, the City will have the water capacity to serve the development and existing developments for the next few years, but will need additional water plant capacity to serve all existing and proposed developments at full build out.

The analysis also shows that the City will have the sanitary sewer capacity to serve the proposed development, existing developments, and committed developments at full build out when the Town Creek WWTP plant project is completed.

The estimated total costs that will be associated with the development are:

Escrow Account	\$40,000
Cost of Public Infrastructure Improvements	\$313,250
Water Impact Fee	\$268,351
Wastewater Impact Fee	\$257,510
Total Estimated Costs	\$879,111

Based on information provided by the Developer the estimated total assessed valuation for the development would be approximately \$22,000,000.00 at full build out. Based on the City’s current tax rate (\$0.0970 debt service and \$0.3030 for operations and maintenance) and an assumed 95% collection rate, the development will bring in approximate tax revenues as shown below:

Debt Service	\$ 20,273
Operations and Maintenance	\$ 63,327
Total Estimated Annual Tax Revenue	\$ 83,600

2 INTRODUCTION

This undeveloped tract is located along SH-105 just west of Shepperd St. and falls entirely within the City limits.

The Tract's boundary in relation to the City's surrounding facilities is enclosed as **Exhibit A**. A preliminary site plan is enclosed as **Exhibit D** and indicates the Developer's intentions to develop this 50.8-acre tract. In total, the future development will consist of 98 – single family lots, 3 acres of commercial tracts, approximately 13.5 acres of mixed-use pads, and detention ponds.

Currently, the developer has not expressed any indication on the proposed use for the “mixed-use” portion of the development. As shown in **Exhibit B**, the tracts are currently zoned R-1 residential and B Commercial. Depending on the proposed permitted use, the developer may be required to rezone the property which will need to be approved by City Council and the Planning and Zoning Commission.

Additionally, with the proposed lot sizes the Developer would be requesting variances for lot width, (proposed minimum lot width is 45') lot depth (proposed lot depth is 100') and proposed lot area (4,950sf). These variances would need to be approved by City Council.

3 ANALYSIS

Water Production and Distribution

The City has begun the construction of a water plant improvements project at the existing Water Plant No. 2 to restore the capacity of the City's water system. Upon completion, the City will have three (3) active water wells and two existing water plants with a capacity of 2,500 connections or 568,000 gallons per day per Texas Commission on Environmental Quality ("TCEQ") requirements. The City is also in the preliminary planning stage for future Water Plant No. 4 that includes an elevated storage tank and an additional Jasper aquifer water well. The project is expected to be constructed in 2026 or 2027 depending on the rate of development.

The current average daily flow ("ADF") in the City is approximately 485,000 gpd. Inclusive of existing connections, ultimate future projected connections within current platted developments, and developments that are currently in design, the City has committed approximately 829,000 gpd and 2,329 connections. A copy of the updated water usage projections is included as **Exhibit E**. Once the Water Plant No. 2 Improvements Project is complete, the City will have committed approximately 146% of the total ADF capacity and 93% of the connection capacity.

The City previously ran an analysis of the existing water facilities to determine the most economically advantageous improvements to increase water service capacity. The addition of a booster pump to Water Plant No. 3 would increase the City's ADF capacity to approximately 730,000 gpd and a capacity of 2,500 connections. We recommend the City move forward with making this improvement but do not expect the Developer to be responsible for costs associated with this project due to the impact fees assessed for the Development as described later in this study.

Based on the preliminary site layout, and information provided from the Developer, the Tract's estimated water capacity requirement is approximately 26,280 gpd. Inclusive of existing connections, platted developments, developments currently underway, other developments in feasibility, and this development, the City will have committed approximately 1,241,000 gpd and 3,311 or 219% of the total ADF capacity and 132% of the connection capacity at full build out. Based on the projections shown in **Exhibit E**, the City would need additional water plant capacity in early 2025 which can be achieved by the booster pump addition previously mentioned.

Upon completion of the proposed improvements and based on the projected ADF, including this Tract, the City should immediately move forward with the design and construction of Water Plant No. 4 to have sufficient water production capacity to meet the demand of the development within the City projected over the next few years.

The Developer will be responsible for extending an 8" waterline along Caroline St. to College Street creating a looped waterline to eliminate the existing dead-end lines on Caroline St. and College St. Lastly, the Developer will need to tie into the City's existing 12" waterline on the south side of SH-105 and will need to obtain the proper permits and approvals. The Developer will be responsible for all costs associated with the public waterline extension.

The Developer is responsible for providing engineered plans and specifications for the required public waterline extension to serve the proposed development to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council and development approvals and permits.

Sanitary Sewer Collection and Treatment

The City's existing wastewater facilities include 18 public lift stations and two (2) wastewater treatment plants (one of which is currently decommissioned). The Stewart Creek Wastewater Treatment Plant (TPDES Permit No. WQ0011521001) has a permitted capacity of 400,000 gpd. The current ADF at the Stewart Creek Wastewater Treatment Plant is 224,675 gpd or 56%.

Inclusive of existing connections, platted developments, and developments which are in design or under construction, the City has committed approximately 523,400 gpd or 131% of existing permitted capacity at full build out. Based on projected build out, we do not expect to exceed the allowance until mid-late 2025. A copy of the wastewater usage projections is included as **Exhibit E**.

Based on the City's historical usage for similar types of development and information from the Developer, the Tract's estimated sanitary sewer capacity requirement is 18,250 gpd (547,500 gallons per month) at full build out. Inclusive of existing connections, platted developments, developments currently underway, other developments in feasibility, and this development, the City will have committed 818,699 gpd or 205% of existing permitted capacity.

The TCEQ requires the City to initiate design of a wastewater treatment capacity expansion when the ADF exceeds 75% of the City's 400,000 gpd permitted capacity for 3 consecutive months. Anticipating this requirement to be triggered, the City has selected Half Associates to complete the design of a 0.3 MGD WWTP to replace the existing Town Creek WWTP that is currently decommissioned. Additionally, the TCEQ requires the commencement of the construction phase of the expansion after 3 consecutive months of ADF exceeding 90% of the permitted capacity (360,000 gpd). Half Associates plans to be complete with design of the 0.3 MGD Town Creek WWTP in mid-2025. Based on the projections shown in **Exhibit E**, the City would exceed 700,000 gpd capacity in 2028. Based on actual development within the City, the City is prepared to move forward with the Phase II expansion to the Town Creek WWTP to increase the total treatment capacity to 1,000,000 gpd.

The Developer will be responsible for the demolition of the existing Lift Station B along SH-105 and extending an 8" gravity sanitary sewer line east from existing Lift Station No. 5 to the eastern portion of their property line, as shown in **Exhibit C**. The Developer will be responsible for all costs associated with the demolition of the existing lift station and extension of a gravity sanitary sewer line, which will be designed by the City's Engineer.

The ultimate alignment of sanitary sewer lines interior to the Tract will depend on the final land plan of the proposed development. These sanitary sewer lines will need to be placed within public utility easements located along the public ROW or placed within the public ROW interior to the development and constructed per all applicable City and TCEQ design criteria.

The Developer will also need to coordinate the installation of sanitary sewer tap(s) into the public system with the City's Department of Public Works and will be responsible for all costs associated with said work.

Drainage

The onsite storm sewer system will be conveyed to the City upon completion of construction and acceptance by City Council. All onsite detention will be designated private and remain the responsibility of the Developer. All drainage and detention improvements must be designed per the city's Code of Ordinances requiring compliance with the City's floodplain regulations and all applicable Montgomery County Drainage Criteria Manual Standards. Failure to design and construct the drainage facilities per Montgomery County Criteria potentially jeopardizes eligibility for acceptance by the City. The Developer will also be required to perform and submit a drainage study showing the development's impact on the drainage downstream of the Tract and on adjacent properties. The drainage study must be submitted to the City for review and approval prior to approval of the construction plans.

The Developer is responsible for providing engineering plans and specifications for the drainage and detention system interior to the development to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council, and development approvals and permits.

Paving and Traffic Planning

Per the current preliminary land plan, the Developer is proposing the extension of Caroline St. and connection to College St. Based on the size of the proposed development, the Developer will be required to submit a Traffic Impact Analysis study to show how the proposed development will impact traffic on these streets at full build out.

The development also provides one (1) proposed connection to SH-105 to provide access to the development. All approvals to the proposed connection will need to be coordinated with and approved by TxDOT.

Finally, per the recorded plat and variance granted at the June 24, 2014, City Council meeting, the Developer will be required to extend Shepperd St. to the full 28' asphalt pavement width to SH-105.

Development Costs

The Developer will need to engineer and construct the onsite water, sanitary sewer, paving, and drainage facilities to serve the proposed Tract. The Developer will also be responsible for the costs of all offsite utility and/or paving facilities to serve the tract.

The Developer will also need to pay water and wastewater impact fees to the City. The impact fees will be assessed at the time of recordation of the final plat and collected prior to receiving water and sanitary sewer taps. Enclosed as **Exhibit F** are the 2023 Revisions to the Montgomery Impact Fee Analysis Report.

The estimated ADF provided by the developer requires the equivalent use of 98 5/8 – inch water meters and 3 2 – inch meters per **Exhibit F**.

An escrow agreement has been entered into between the Developer and the City, and funds have been deposited to cover the cost of this feasibility study. An estimated additional \$40,000 will be required to cover the City’s remaining expenses for the development, which includes administrative costs, legal fees, plan reviews, developer and construction coordination, construction inspection, and one year warranty expenses. This is with the assumption that the development will require 3 plan reviews and is constructed as one section. The fees calculation can be seen in **Exhibit G**. These additional funds must be deposited into the escrow prior to any work being completed by the City, and do not include the engineering costs associated with the design of the offsite improvements.

Below is a summary of the estimated costs associated with the development:

Escrow Account	\$40,000
Cost of Public Infrastructure Improvements	\$313,250
Water Impact Fee	\$268,351
Wastewater Impact Fee	\$257,510
Total Estimated Costs	\$879,111

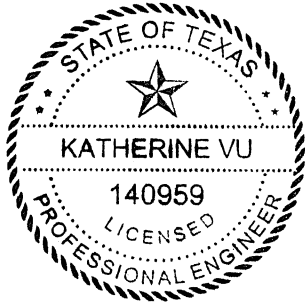
These estimates are based on the projected water and wastewater usage provided by the developer. The actual costs will depend on the final land plan, final design, and actual construction costs.

Financial Feasibility

The Developer estimates the total assessed value (A.V.) at full development to be approximately \$22,000,000. Based on the estimated total A.V. and assuming 95% collection, the in-city development would generate approximately \$20,273 per year in debt service revenue, and approximately \$63,327 per year in operations and maintenance revenue. These estimates are based on the City’s \$0.0970/\$100 valuation debt service tax rate and the \$0.3030/\$100 valuation Operations & Maintenance (O&M) tax rate.

This report is our engineering evaluation of the funds required to complete the anticipated future capital improvement for this Tract and of the potential increase in tax revenue to the City. This report is not intended to be used for the issuance of municipal financial products or the issuance of municipal securities. The City's Financial Advisor(s) can address potential recommendations related to the issuance of municipal financial products and securities.

Thank you for the opportunity to complete this feasibility study and offer our recommendations. Please contact me or Mr. Chris Roznovsky, P.E., should you have any questions.



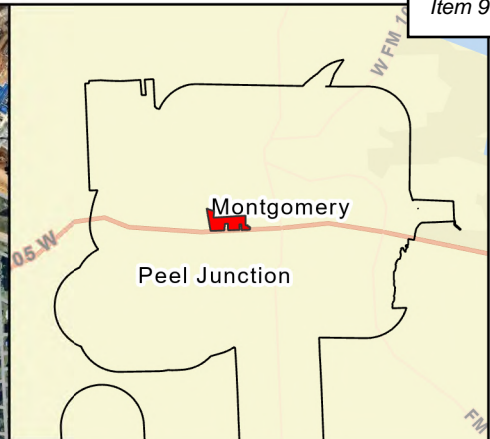
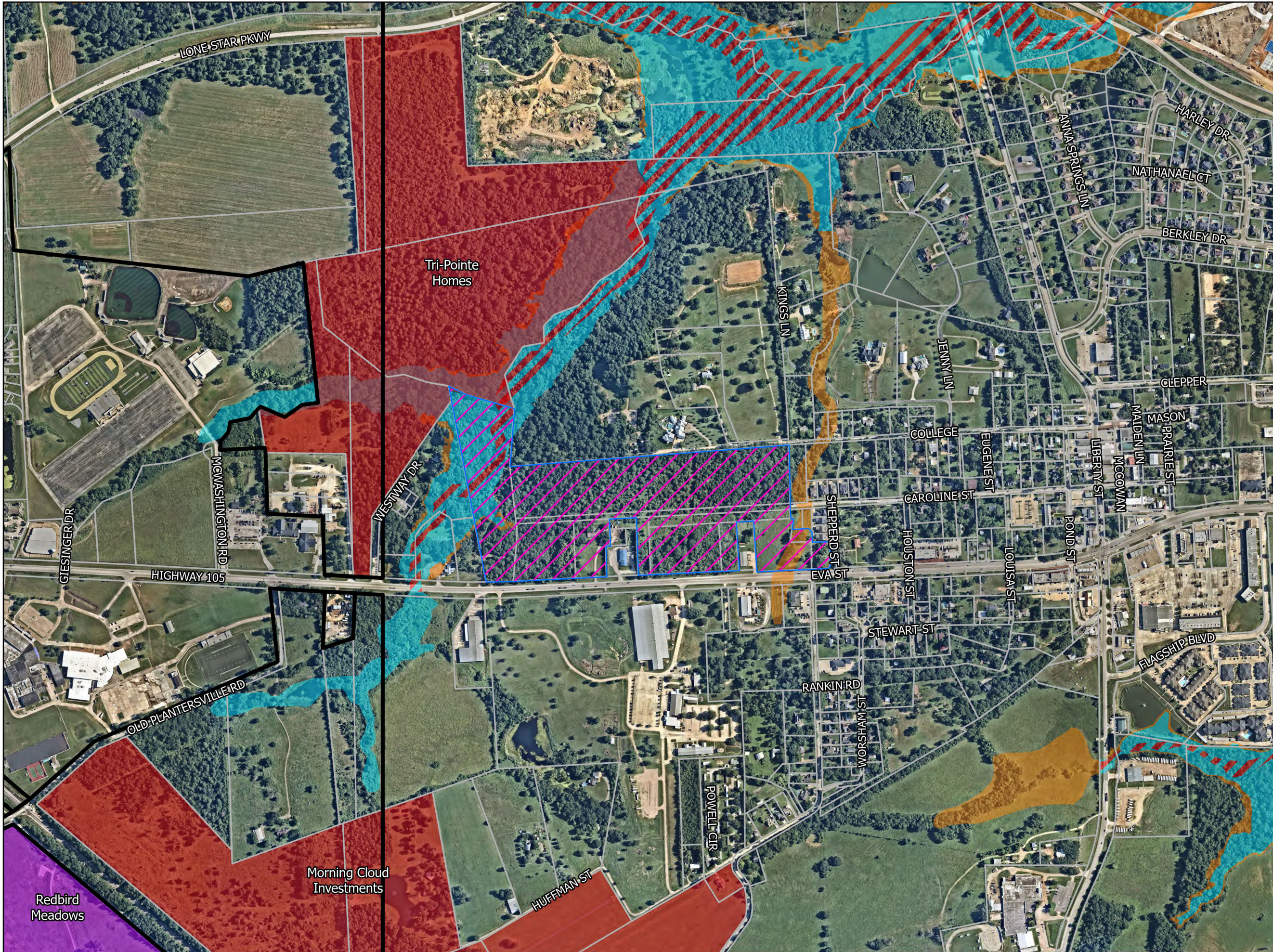
Sincerely,

A handwritten signature in black ink that reads "Katherine Vu". The signature is written in a cursive, flowing style.

Katherine Vu, PE, CFM
City Engineer

CVR/zlgt

Z:\00574 (City of Montgomery)\145 Villages of Montgomery (Dev. No. 2412)\Feasibility Study\Report\Villages of Montgomery Feasibility Study.docx



- Legend**
- City Limits
 - City ETJ
 - Tax Parcel
 - Tract Boundary
- Ongoing Developments**
- In Design/Construction
 - Planning/Feasibility
- Flood Hazard Zones**
- Regulatory Floodway
 - 1% Annual Chance Flood Hazard
 - 0.2% Annual Chance Flood Hazard

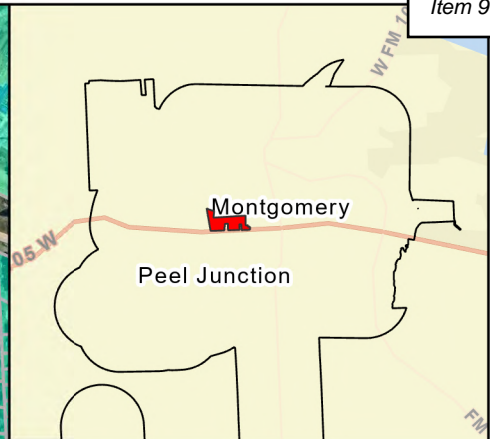
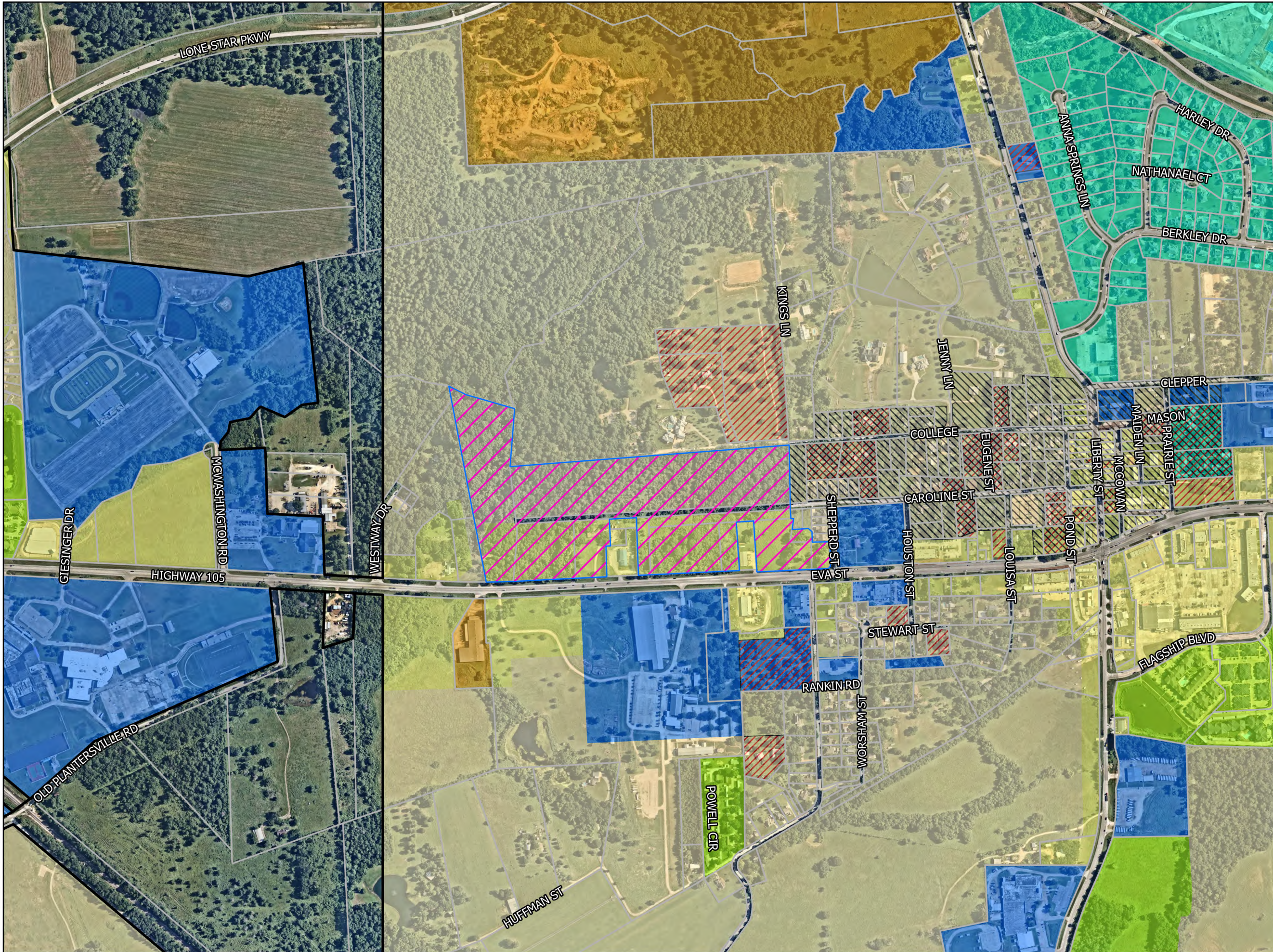
Exhibit A Tract Location

Villages of Montgomery Feasibility Study



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





- Legend**
- City Limits
 - Tax Parcel
 - Tract Boundary
- Zoning**
- Commercial
 - Industrial
 - Institutional
 - Multi-Family
 - Planned Development
 - Residential
 - Historical Preservation
 - Historical Landmark

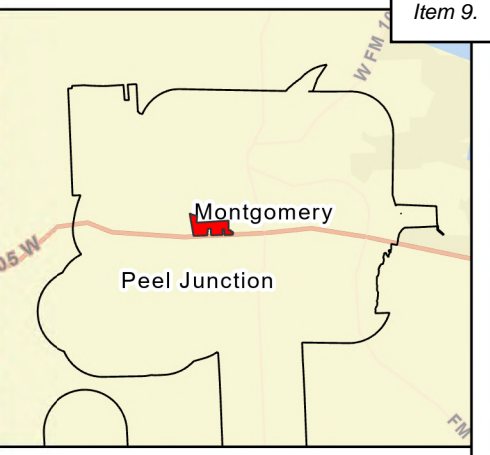
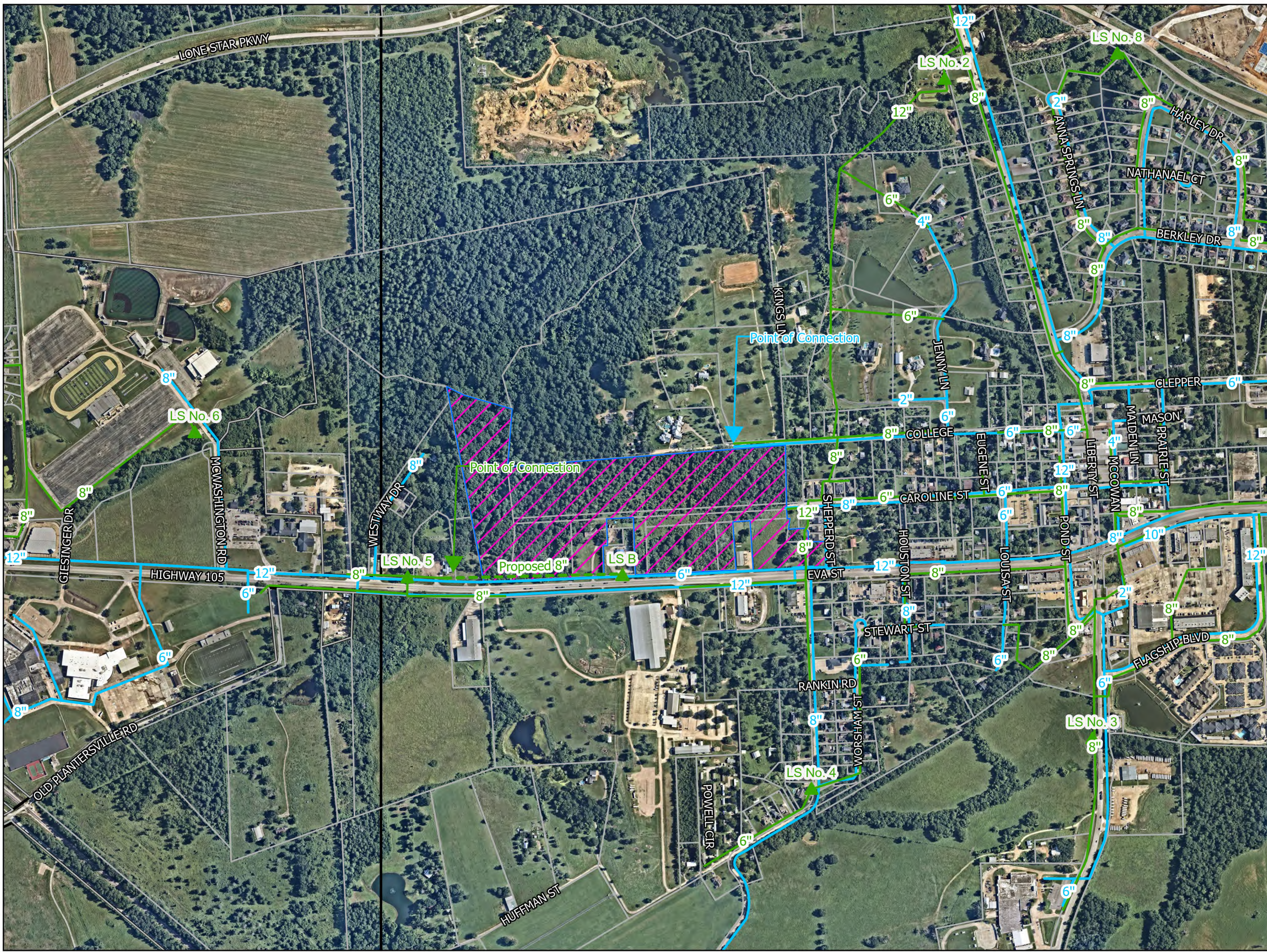
**Exhibit B
Zoning Map**

Villages of Montgomery
Feasibility Study



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





Legend

- Tax Parcel
- City ETJ
- City Limits
- Tract Boundary

Water

- Water Main

Sanitary Sewer

- Sanitary Sewer Gravity Main
- Proposed Gravity Main
- Lift Station

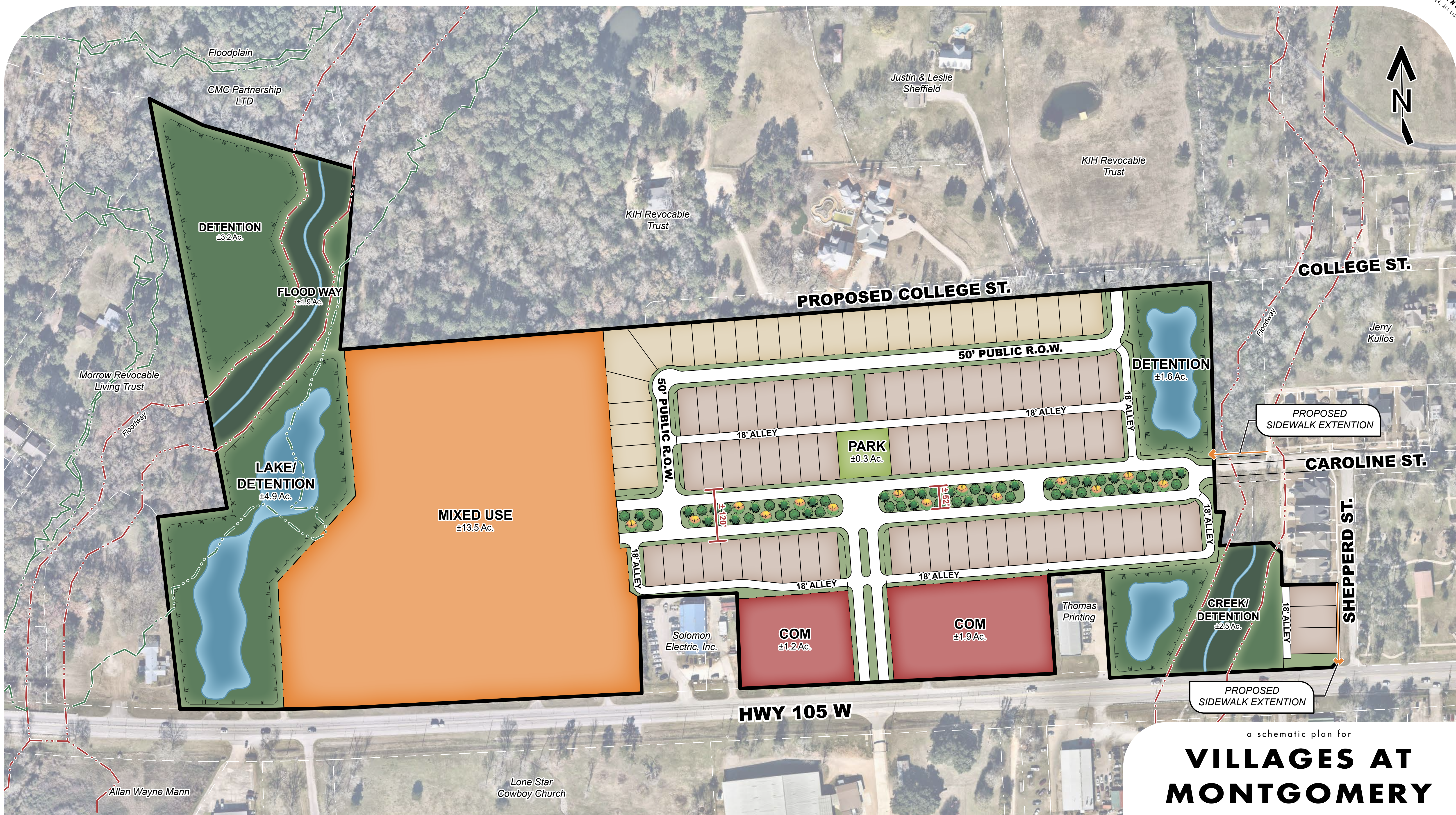
Exhibit C Utilities Layout

Villages of Montgomery Feasibility Study



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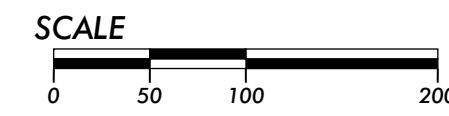


a schematic plan for
VILLAGES AT MONTGOMERY
 ± 50.8 ACRES OF LAND
 prepared for

GRACEPOINT HOMES



24275 Katy Freeway, Ste. 200
 Katy, Texas 77494
 Tel: 281-810-1422



MTA-1-730A
 JUNE 28, 2024

LOT SUMMARY

	45'x110' (ALLEY LOAD)	71 LOTS	72%
	50'x100' (FRONT LOAD)	27 LOTS	28%

TOTAL 98 LOTS

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

	Development Info & Capacities																		
	Current Connections	Ultimate Connections	Water		Wastewater		2024			2025			2026			2027			
			Current Actual	Ultimate	Current	Ultimate	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	
Single Family																			
Buffalo Crossing	9	12	2,025	2,700	1,350	1,800		-	-	2	450	300		1	225	150		-	-
Buffalo Springs, Section 1	24	24	5,400	5,400	3,600	3,600		-	-		-	-		-	-	-		-	-
Buffalo Springs, Section 2	63	64	14,175	14,400	9,450	9,600		-	-		-	-		-	-	-		-	-
Estates of Mia Lago, Section 1	4	27	900	6,075	-	-		-	-	3	675	-		3	675	-		3	675
FM 149 Corridor	21	25	4,725	5,625	3,150	3,750	2	450	-	1	225	150	1	225	150	2	450	300	300
Simonton and Lawson	13	23	2,925	5,175	1,950	3,450		-	-	1	225	150	1	225	150	1	225	150	150
Martin Luther King	52	55	11,700	12,375	7,800	8,250		-	-	2	450	300	2	450	300	2	450	300	300
Baja Road	7	11	1,575	2,475	1,050	1,650		-	-	1	225	150	1	225	150	2	450	300	300
Community Center Drive	3	3	675	675	450	450		-	-		-	-		-	-	-		-	-
Community Center Drive (Water Only)	8	10	1,800	2,250	-	-	1	225	-	1	225	-							
Lake Creek Landing	15	15	3,375	3,375	2,250	2,250		-	-		-	-		-	-	-		-	-
Gulf Coast Estates, Section 2	2	4	450	900	300	600	1	225	150	1	225	150							
Lake Creek Village, Section 1	37	37	8,325	8,325	5,550	5,550		-	-		-	-		-	-	-		-	-
Lake Creek Village, Section 2	45	45	10,125	10,125	6,750	6,750		-	-		-	-		-	-	-		-	-
Estates of Lake Creek Village	21	22	4,725	4,950	3,150	3,300	1	225	150		-	-		-	-	-		-	-
Lone Star Estates	10	10	2,250	2,250	1,500	1,500		-	-		-	-		-	-	-		-	-
Hills of Town Creek, Section 2	51	51	11,475	11,475	7,650	7,650		-	-		-	-		-	-	-		-	-
Hills of Town Creek, Section 3	49	49	11,025	11,025	7,350	7,350		-	-		-	-		-	-	-		-	-
Hills of Town Creek, Section 4	30	30	6,750	6,750	4,500	4,500		-	-		-	-		-	-	-		-	-
Hills of Town Creek, Section 5	-	72	-	16,200	-	10,800		-	-	35	7,875	5,250	37	8,325	5,550				
Historic/Downtown	132	150	29,700	33,750	19,800	22,500	2	450	300	7	1,575	1,050	4	900	600	5	1,125	750	
Terra Vista Section 1	61	61	13,725	13,725	9,150	9,150		-	-		-	-		-	-	-		-	-
Town Creek Crossing Section 1	95	102	21,375	22,950	14,250	15,300	7	1,575	1,050		-	-		-	-	-		-	-
Villas of Mia Lago Section 1	14	14	3,150	3,150	2,100	2,100		-	-		-	-		-	-	-		-	-
Villas of Mia Lago Section 2	42	42	9,450	9,450	6,300	6,300		-	-		-	-		-	-	-		-	-
Waterstone, Section 1	44	53	9,900	11,925	6,600	7,950	5	1,125	750	2	450	300	2	450	300				
Waterstone, Section 2	48	89	10,800	20,025	7,200	13,350	10	2,250	1,500	15	3,375	2,250	15	3,375	2,250				
Red Bird Meadows (Phase I - Sec. 1, 2, 3)	-	174	-	39,150	-	26,100		-	-	50	11,250	7,500	60	13,500	9,000	64	14,400	9,600	
Redbird Meadows Rec Center	-	1	-	15,900	-	10,600		-	-	1	15,900	10,600							
Redbird Meadows Rec Center Irrigation	-	3	-	1,500	-	-		-	-	3	1,500	-							
Pulte Group (Mabry Tract)	-	309	-	69,525	-	46,350	60	13,500	9,000	100	22,500	15,000	109	24,525	16,350	40	9,000	6,000	
Pulte Group (Mabry Tract) Rec Center	-	1	-	15,900	-	10,600	1	15,900	10,600										
Pulte Group (Mabry Tract) Rec Center Irrigation	-	3	-	1,500	-	-	3	1,500	-										
Gary Hammons	1	1	225	225	150	150		-	-		-	-		-	-	-		-	-
Mobile Home Park (connection)	29	29	4,000	4,000	3,300	3,300		-	-		-	-		-	-	-		-	-
City Hall	1	1	1,070	1,070	890	890		-	-		-	-		-	-	-		-	-
Community Center	1	1	200	200	150	150		-	-		-	-		-	-	-		-	-
Buffalo Spring Plant	1	1	360	360	250	250		-	-		-	-		-	-	-		-	-
Cedar Brake Park Restrooms	1	1	200	200	150	150		-	-		-	-		-	-	-		-	-
Ferland Park	1	1	200	200	150	150		-	-		-	-		-	-	-		-	-
Homecoming Park Restrooms	1	1	200	200	150	150		-	-		-	-		-	-	-		-	-
Water Plant No. 3	1	1	4,000	4,000	2,000	2,000		-	-		-	-		-	-	-		-	-
West Side at the Park	8	11	1,800	2,475	1,200	1,650	1	225	150	1	225	150	1	225	150				
Subtotal	945	1,639	214,755	403,905	141,590	261,940	94	37,650	23,650	226	67,350	43,300	237	53,325	35,100	119	26,775	17,400	
Commercial Platted and Existing																			
Buffalo Run, Section 1	1	6	1,000	10,000	650	6,500		-	-	2	3,600	2,340	1	1,800	1,170	2	3,600	2,340	
Longview Greens Miniature Golf	1	1	1,200	1,200	780	780		-	-		-	-		-	-	-		-	-
Summit Business Park, Phase 1	3	6	1,300	4,000	845	2,600	1	900	585	2	1,800	1,170							
Prestige Storage (SBP Res. D)	1	1	225	225	146	146		-	-		-	-		-	-	-		-	-
McCoy's	1	1	550	550	358	358		-	-		-	-		-	-	-		-	-
AutoZone	1	1	2,250	2,250	1,463	1,463		-	-		-	-		-	-	-		-	-
McCoy's Reserves B & D	-	2	-	5,000	-	3,250		-	-	1	2,500	1,625	1	2,500	1,625	-	-	-	-
Pizza Shack	1	1	6,000	6,000	3,900	3,900		-	-		-	-		-	-	-		-	-
CareNow & Other Suites	3	3	750	750	488	488		-	-		-	-		-	-	-		-	-
KenRoc (Montgomery First)	-	3	-	12,000	-	7,800		-	-	1	2,500	1,625	1	2,500	1,625	1	4,000	2,600	
Wendy's	1	1	1,300	1,300	845	845		-	-		-	-		-	-	-		-	-
Dusty's Car Wash	1	1	9,000	9,000	5,850	5,850		-	-		-	-		-	-	-		-	-
ProCore Developments	1	1	1,500	1,500	975	975		-	-		-	-		-	-	-		-	-
Christian Brothers	1	1	1,225	1,225	796	796		-	-		-	-		-	-	-		-	-
Madsen and Richards	1	1	225	225	146	146		-	-		-	-		-	-	-		-	-
Kroger	2	2	5,000	5,000	3,250	3,250		-	-		-	-		-	-	-		-	-
Burger King (Meter 48214937)	1	1	750	750	488	488		-	-		-	-		-	-	-		-	-
Buffalo Springs Shopping, Ph. 1 (Reserve B)	1	1	6,300	6,300	4,095	4,095		-	-		-	-		-	-	-		-	-
Buffalo Springs Shopping, Ph. 1 (Meter 48495852)	1	1	225	225	146	146		-	-		-	-		-	-	-		-	-
Buffalo Springs Shopping, Ph. 1 (Meter 48818596)	1	1	3,000	3,000	1,950	1,950		-	-		-	-		-	-	-		-	-
Buffalo Springs Shopping, Ph. 1 (Meter 200467732)	1	1	1,750	1,750	1,138	1,138		-	-		-	-		-	-	-		-	-
Spirit of Texas Bank	1	1	750	750	488	488		-	-		-	-		-	-	-		-	-
Heritage Place	1	1	800	800	520	520		-	-		-	-		-	-	-		-	-
Home Depot (Buffalo Springs Shopping, Ph. 2, Reserve J)	1	1	33,600	33,600	21,840	21,840		-	-		-	-		-	-	-		-	-
Buffalo Springs Shopping, Ph. 2	-	1	-	8,000	-	5,200		-	-		-	-	1	8,000	5,200				
BlueWave Car Wash	1	1	8,500	8,500	5,525	5,525		-	-		-	-		-	-	-		-	-
Brookshire Brothers	2	2	1,200	1,200	780	780		-	-		-	-		-	-	-		-	-
Ransoms	1	1	1,200	1,200	780	780		-	-		-	-		-	-	-		-	-
Heritage Medical Center	1	1	750	750	488	488		-	-		-	-		-	-	-		-	-
Lone Star Pkwy Office Building	2	2	450	450	293	293		-	-		-	-		-	-	-		-	-
Old Iron Work	1	1	225																

EXHIBIT F: IMPACT FEE SUMMARY

Meter Size ⁽¹⁾	Maximum Capacity (GPM)	Maximum Assessable Water Fee (\$/ESFC)	Maximum Assessable Wastewater Fee (\$/ESFC)	Maximum Assessable Fee (\$/ESFC)
5/8"	15	2,033	1,951	3,984
3/4"	25	3,396	3,258	6,654
1"	40	5,429	5,209	10,638
1 1/2"	120	16,268	15,607	31,875
2"	170	23,039	22,104	45,143
3"	350	47,441	45,515	92,956
4"	600	81,339	78,037	159,376
6"	1,200	162,679	156,074	318,753
8"	1,800	244,018	234,111	478,129

1. 5/8" Meter size is used for all connections equal to 1 ESFC (Equivalent Single Family Connection), and reflects the installation of a 5/8" x 3/4" meter.

ESCROW AGREEMENT, SECTION 2.03 ATTACHMENT

BY AND BETWEEN

THE CITY OF MONTGOMERY, TEXAS,

AND

Villages of Montgomery

Dev. No. 2412

THE STATE OF TEXAS ⊃

COUNTY OF MONTGOMERY ⊃

As per section 2.03, the Feasibility Study completed an estimate of the additional escrow amount, which was determined for administration costs, legal fees, plan reviews, developer coordination, construction coordination, construction inspection, and warranty of services. The required additional amount is below:

Administration	\$ 7,500
City Attorney	\$ 7,500
City Engineer	\$ 25,000
<hr/>	
TOTAL	\$ 40,000



EXHIBIT H
Preliminary Cost Estimate
Public Infrastructure Improvements
Villages of Montgomery
9/2/2024

Item No.	Description	Quantity	Unit	Unit Price	Cost
GENERAL					
1	Mobilization, Bonds, and Insurance (5%)	1	LS	\$ 10,000	\$ 10,000
2	Hydromulch Seeding	1	LS	5,000	5,000
3	Ckearing and Grubbing	1	LS	10,000	10,000
4	Construction Staking	1	LS	5,000	5,000
5	Trench Safety System	1,300	LF	1	2,000
6	Traffic Control Plan	1	LS	15,000	15,000
7	Easement Acquisition (10' Utility Easement)	7,000	SF	4	28,000
8	SWPPP	1	LS	5,000	5,000
SANITARY SEWER					
9	Demolition and Decommision of Ex. Lift Station B	1	LS	10,000	10,000
10	Plug and Abandonment Existing Sanitary Sewer Line	1	LS	4,000	4,000
11	8-inch C900 PVC Sanitary Sewer (Gravity)	1,300	LF	60	78,000
12	Sanitary Sewer Manholes	4	LF	8,000	32,000
				Construction Subtotal	\$ 204,000
				Contingencies (15%)	\$ 31,000
				Design Phase Services	\$ 30,000
				Construction Administration and Bid Phase Services	\$ 16,250
				Field Project Representation	\$ 15,000
				Reimbursible Expenses	\$ 17,000
				Total	\$ 313,250

Notes:

- 1 All values rounded up to the nearest thousand.
- 2 This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.
- 3 This is not a proposal for engineering services but an estimate for planning purposes.

Montgomery City Council
AGENDA REPORT

Meeting Date: September 10, 2024	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Presentation and acceptance of a Feasibility Study for a proposed 73.7-acre single family residential development by Dunhill Builders, Inc. known as Mia Lago Reserve (Dev. No. 2411).

Recommendation

Staff recommends a motion to accept the Feasibility Study as presented.

Discussion

City Council authorized the city engineer to prepare a Feasibility Study for this proposed residential development on July 23, 2024. The Study is attached for review and the engineer will present the results to City Council.

As a reminder, acceptance of the Feasibility Study does not constitute acceptance or approval of the project. Acceptance of the Study means the City Council believes the Study was prepared in accordance with good engineering practices and based on accurate data.

Approved By

Assistant City Administrator & Planning & Development Director	Dave McCorquodale	Date: 09/05/2024

**MIA LAGO RESERVE
FEASIBILITY STUDY
(Dev. No. 2411)**

FOR

THE CITY OF MONTGOMERY



WGA PROJECT NO. 00574-144

SEPTEMBER 2024

PREPARED BY



OVERVIEW

- 1 Executive Summary
- 2 Introduction
- 3 Analysis

Exhibits:

- A: Tract Location
- B: Zoning Map
- C: Utility Layout
- D: Preliminary Site Plan
- E: Water and Wastewater Usage Projection
- F: City of Montgomery Impact Fee Table
- G: Escrow Calculation
- H: Public Infrastructure Improvements Cost Estimate
- J: Thoroughfare Map

1 EXECUTIVE SUMMARY

Dunhill Builders, LLC. (the “Developer”) has requested the City of Montgomery (the “City”) to perform a feasibility study for the City to serve a future single-family development on a 73.7-acre tract east of Lone Star Bend and Mia Lago Drive, also known as the Mia Lago Reserve Tract. The tract is located outside City limits and would need to be fully annexed prior to receiving utility service.

This development would consist of approximately 59 3/4-acre single-family lots for in-city service or partial service at full build out. The final land plan may affect the estimated costs and revenues associated with the development.

The analysis shows that after the completion of the City's Water Plant No. 2 Improvements project currently in construction, the City will have the water capacity to serve the development and existing developments for the next few years, but will need additional water plant capacity to serve all existing and proposed developments at full build out.

The Developer is looking to request permission to use private septic systems in lieu of public sanitary service. The analysis shows that if the Developer does not use private septic systems, they will be responsible for construction of an onsite public sanitary sewer lift station and force main that connects to existing City infrastructure. The analysis also shows that the City will have the sanitary sewer capacity to serve the proposed development, existing developments, and committed developments at full build out when the Town Creek Crossing WWTP plant project is completed.

The estimated total costs that will be associated with the development are:

Escrow Account	\$67,000
Public Infrastructure Improvements	\$83,000
Water Impact Fee	\$119,947
Wastewater Impact Fee	\$115,109
<hr/>	
Total Estimated Costs	\$385,056

Based on information provided by the Developer the estimated total assessed valuation for the development would be approximately \$46,000,000 (average of \$650,000 per home) at full build out, assuming that 95% of homeowners receive a 20% in reduction in their assessed valuation due to a Homestead Exemption, and 95% collection rate. Based on the City’s estimated current tax rate (\$0.0970 debt service and \$0.3030 for operations and maintenance), the development will bring in approximate tax revenues as shown below:

Operations and Maintenance	\$ 132,411
Debt Service	\$ 42,389
<hr/>	
Total Estimated Annual Tax Revenue	\$ 174,800

2 INTRODUCTION

This undeveloped tract is located east of Lone Star Bend and Mia Lago Drive, completely outside the City’s limits, and partially within the City’s ETJ. Additionally, the tract is currently located within the City of Conroe ETJ and will require the Developer to petition to be de-annexed prior to applying for annexation into the City limits. The portion of the tract outside the City’s limits will require annexation prior to receiving service.

An exhibit showing the Tract’s boundary in relation to the City’s surrounding facilities is enclosed as **Exhibit A**. A preliminary site plan is enclosed as **Exhibit D** and indicates the Developer’s intentions to subdivide the Tract into approximately 59 ¾-acre single-family lots. Upon annexation, the Tract will need to be zoned completely as Residential (R-1). An exhibit showing the zoning of the tract and surrounding area is included as **Exhibit B**.

Based on information from the Developer, construction of the development is planned to be complete in 2027. The estimates included in this feasibility are based on the anticipated land use provided by the developer at the time of the study. The final land plan may affect the estimated costs and revenues associated with the development.

3 ANALYSIS

Water Production and Distribution

The Tract must be completely annexed into the City before receiving water service. The City is currently in construction of a water plant improvements project at the existing Water Plant No. 2 to restore the capacity of the City’s water system. Upon completion, the City will have three (3) active water wells and two existing water plants with a capacity of 2,500 connections or 568,000 gallons per day per Texas Commission on Environmental Quality (“TCEQ”) requirements. The City is also in the preliminary planning stage for future Water Plant No. 4 that includes an elevated storage tank and increased water well capacity. The project is expected to be constructed in 2026 or 2027 depending on the rate of development.

The current average daily flow (“ADF”) in the City is approximately 485,000 gpd. Inclusive of existing connections, ultimate future projected connections within current platted developments, and developments that are currently in design, the City has committed approximately 829,000 gpd and 2,329 connections. A copy of the updated water usage projections is included as **Exhibit E**. Once the Water Plant No. 2 Improvements Project is complete, the City will have committed approximately 146% of the total ADF capacity and 93% of the connection capacity.

The City’s analysis of the existing water facilities determined the most economically advantageous improvements to increase water service capacity is the addition of a booster pump to Water Plant No. 3. The addition would increase the City’s ADF capacity to approximately 730,000 gpd with no change to capacity of physical connections. We recommend the City move forward with making this improvement, but do not expect the Developer to be responsible for costs associated with this project due to the impact fees assessed for the Development as described later in this study.

Based on the proposed lot count and the estimated usage per single family connection based on the City’s historical data, the Tract’s estimated water capacity requirement is approximately 23,400 gpd. Inclusive of existing connections, platted developments, developments currently underway, other developments in feasibility, and this development, the City will have committed approximately 1,241,000 gpd and 3,311 connections or 219% of the total ADF capacity and 132% of the connection capacity at full build out. Based on the projections shown in **Exhibit E**, the City would need additional water plant capacity in early 2025.

Upon completion of the proposed improvements and based on the projected ADF, including this Tract, the City should immediately move forward with the design and construction of Water Plant No. 4 to have sufficient water production capacity to meet the demand of the development within the City projected over the next few years.

There are existing 8-inch waterlines located along the Tract’s frontage of Lone Star Bend as well as the eastern end of Mia Lago Drive that stubs out near the Tract’s western boundary. The City requires the Developer to make a connection to both existing lines and extend them within the Tract’s boundary. The Developer will be responsible for all costs of design and construction to extend the 8-inch waterlines along Lone Star Bend and Mia Lago Drive, as shown in **Exhibit C**.

Additionally, the City will require a 8-inch waterline to run interior through the tract to connect the 8-inch waterlines along Lone Star Bend and Mia Lago Drive upon the development being built out completely, to create a looped waterline. These waterline connections will need to be placed in public utility easements located along the public ROW or placed within public ROW interior to the development and constructed per all applicable City and TCEQ design criteria. The developer is responsible for all costs associated with easement acquisitions and recordation.

The Developer is responsible for providing engineered plans and specifications for the water distribution system interior to the development and the public waterline for the connections to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council and development approvals and permits.

Sanitary Sewer Collection and Treatment

The City's existing wastewater facilities include 18 public lift stations and two (2) wastewater treatment plants (one of which is currently decommissioned). The Stewart Creek Wastewater Treatment Plant (TPDES Permit No. WQ0011521001) has a permitted capacity of 400,000 gpd. The current ADF at the Stewart Creek Wastewater Treatment Plant is 225,000 gpd or 57%.

Inclusive of existing connections, platted developments, and developments which are in design or under construction, the City has committed approximately 523,400 gpd or 131% of existing permitted capacity at full build out. Based on projected build out we do not expect to exceed the allowance until mid-late 2025. A copy of the wastewater usage projections is included as **Exhibit E**.

Based on the City's historical usage for similar types of development and information from the Developer, the Tract's estimated sanitary sewer capacity requirement is 16,250 gpd (487,500 gallons per month) at full build out. Inclusive of existing connections, platted developments, developments currently underway, other developments in feasibility, and this development, the City will have committed 818,699 gpd or 205% of existing permitted capacity.

The TCEQ requires the City to initiate design of a wastewater treatment capacity expansion when the ADF exceeds 75% of the City's 400,000 gpd permitted capacity for 3 consecutive months. Anticipating this requirement to be triggered, the City has recently awarded the design to Halff Associates of a 0.3 MGD WWTP to replace the existing Town Creek WWTP that is currently decommissioned. Additionally, the TCEQ requires the commencement of the construction phase of the expansion after 3 consecutive months of ADF exceeding 90% of the permitted capacity (360,000 gpd). Upon completion of design, the City will proceed with construction to provide capacity for the proposed development and future committed developments. Based on the projections shown in **Exhibit E**, the City would exceed the 700,000 gpd capacity around 2027. Based on actual development within the City, the City is prepared to move forward with the Phase II expansion to the Town Creek WWTP to increase the total treatment capacity to 1,000,000 gpd.

An analysis of the City's surrounding sanitary sewer facilities and topography of the site determined the most effective option to provide sanitary service to the Tract is to construct an onsite public sanitary sewer lift station to accept all of the development's flow. The Developer will be responsible for constructing the public lift station and sanitary sewer force main to the tract's boundary at Lone Star Bend. The Developer

will also be responsible for the costs for design and construction of the offsite sanitary sewer force main connecting the onsite force main to an existing City manhole, as shown in **Exhibit C**. The estimated preliminary cost for the improvements is shown in **Exhibit H**.

The Developer has requested consideration to serve the development with onsite private septic systems. The City is aware that serving the referenced development via septic could be more cost effective for the Developer and advantageous for capacity considerations in the City's wastewater treatment facilities. The City of Montgomery Code of Ordinances does not permit septic service within the City, so an approved variance would need to be obtained from the City prior to construction. If septic systems are to be used, the Developer is responsible for following all Montgomery County rules and regulations and permitting, including spray or drip field setback requirements.

The ultimate alignment of sanitary sewer lines interior to the Tract will depend on the final land plan of the proposed development. These sanitary sewer lines will need to be placed within public utility easements located along the public ROW or placed within the public ROW interior to the development and constructed per all applicable City and TCEQ design criteria.

The Developer is responsible for providing engineering plans and specifications for the sanitary sewer conveyance system interior to the development, the sanitary sewer extension, lift station, and force main to the City Engineer for review and approval prior to commencing construction. The Developer is also responsible for obtaining all Planning and Zoning Commission, City Council, and development approvals and required permits.

Drainage

The onsite storm sewer system will be designated public and accepted by the City upon completion of the development. Any detention ponds will remain the responsibility of the Developer. All drainage and detention improvements must be designed per the city's Code of Ordinances requiring compliance with the City's floodplain regulations and all applicable Montgomery County Drainage Criteria Manual Standards. Failure to design and construct the drainage facilities per Montgomery County Criteria potentially jeopardizes eligibility for acceptance by the City. The Developer will also be required to perform and submit a drainage study showing the development's impact on the drainage downstream of the Tract and on adjacent properties. The drainage study must be submitted to the City for review and approval prior to approval of the construction plans.

Based on the land plan provided by the Developer, the City requires platting the existing canal within a public drainage/unrestricted reserve to prevent public drainage across private property.

The Developer is responsible for providing engineering plans and specifications for the drainage and detention system interior to the development to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council, and development approvals and permits.

Paving and Traffic Planning

Per the preliminary land plan submitted by the Developer, the streets are proposed to be public and accepted by the City. Currently, the land plan shows a public roadway across private property at the northwest portion of the tract, near the connection to Lone Star Bend. The Developer is responsible for acquiring the land needed for the future public right-of-way.

Currently, the preliminary land plan provides for one (1) proposed connection to Lone Star Bend to provide access to the entire 59-home subdivision. The Developer must obtain written approval from the Montgomery County Fire Marshal for their proposed access point to the development. The Developer will need to prepare and submit a Traffic Impact Analysis to Montgomery County for the impact of the proposed development on Lone Star Bend and the surrounding intersections. There are no planned improvements adjacent to the tract as part of the most recently adopted Montgomery County Thoroughfare Plan, as shown in **Exhibit J**.

The Developer is responsible for providing engineered plans and specifications for the roads interior to the development to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council, and development approvals and permits.

Development Costs

The Developer will need to engineer and construct the on-site and off-site water, sanitary sewer, paving, and drainage facilities to serve the proposed Tract.

The Developer will also need to pay water and wastewater impact fees to the City. The impact fees will be assessed at the time of recordation of the final plat and collected prior to receiving water and sanitary sewer taps. Enclosed as **Exhibit F** is a summary table of the City of Montgomery Impact Fees. The estimated ADF provided by the developer requires the equivalent use of 59 ⁵/₈ – inch water meters per the current table.

An escrow agreement has been entered into between the Developer and the City and funds have been deposited to cover the cost of this feasibility study. An estimated additional \$61,500 will be required to cover the City’s remaining expenses for the development, which includes two plan set reviews, administrative costs, legal fees, developer and construction coordination, construction inspection, and one year warranty expenses. This number is for general planning only and subject to change based on size and number of phases of the development. The fees calculation can be seen in **Exhibit G**.

Below is a summary of the estimated costs associated with the development:

<i>ESTIMATED COSTS</i>	
Escrow Account	\$67,000
Public Infrastructure Improvements	\$83,000
Water Impact Fee	\$119,947
Wastewater Impact Fee	\$115,109
Total Estimated Costs	\$385,056

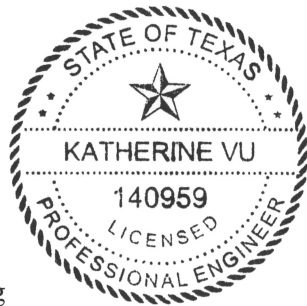
These estimates are based on the projected water and wastewater usage provided by the developer. The actual costs will depend on the final land plan, final design, and actual construction costs.

Financial Feasibility

The Developer estimates the average home price to be \$650,000, with the total assessed value (A.V.) at full development to be approximately \$46,000,000, assuming that 95% of homeowners receive a 20% in reduction in their assessed valuation due to a Homestead Exemption. Based on the estimated total A.V. and assuming 95% collection, the in-city development would generate approximately \$42,389 per year in debt service revenue, and approximately \$132,411 per year in operations and maintenance revenue. These estimates are based on the City's \$0.0970/\$100 valuation debt service tax rate and the \$0.3030/\$100 valuation Operations & Maintenance (O&M) tax rate.

This report is our engineering evaluation of the funds required to complete the anticipated future capital improvement for this Tracts and of the potential increase in tax revenue to the City. This report is not intended to be used for the issuance of municipal financial products or the issuance of municipal securities. The City's Financial Advisor(s) can address potential recommendations related to the issuance of municipal financial products and securities.

Thank you for the opportunity to complete this feasibility study and offer our recommendations. Please contact me or Chris Roznovsky, PE should you have any questions.



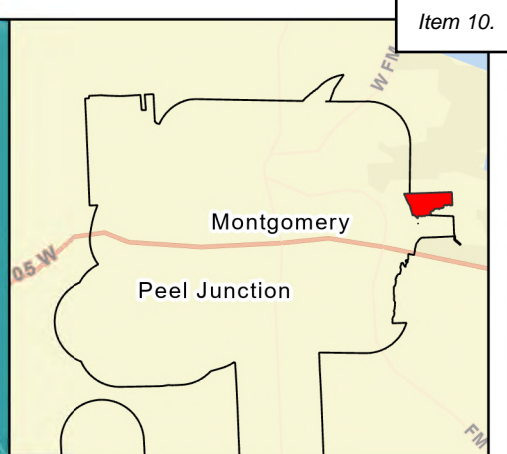
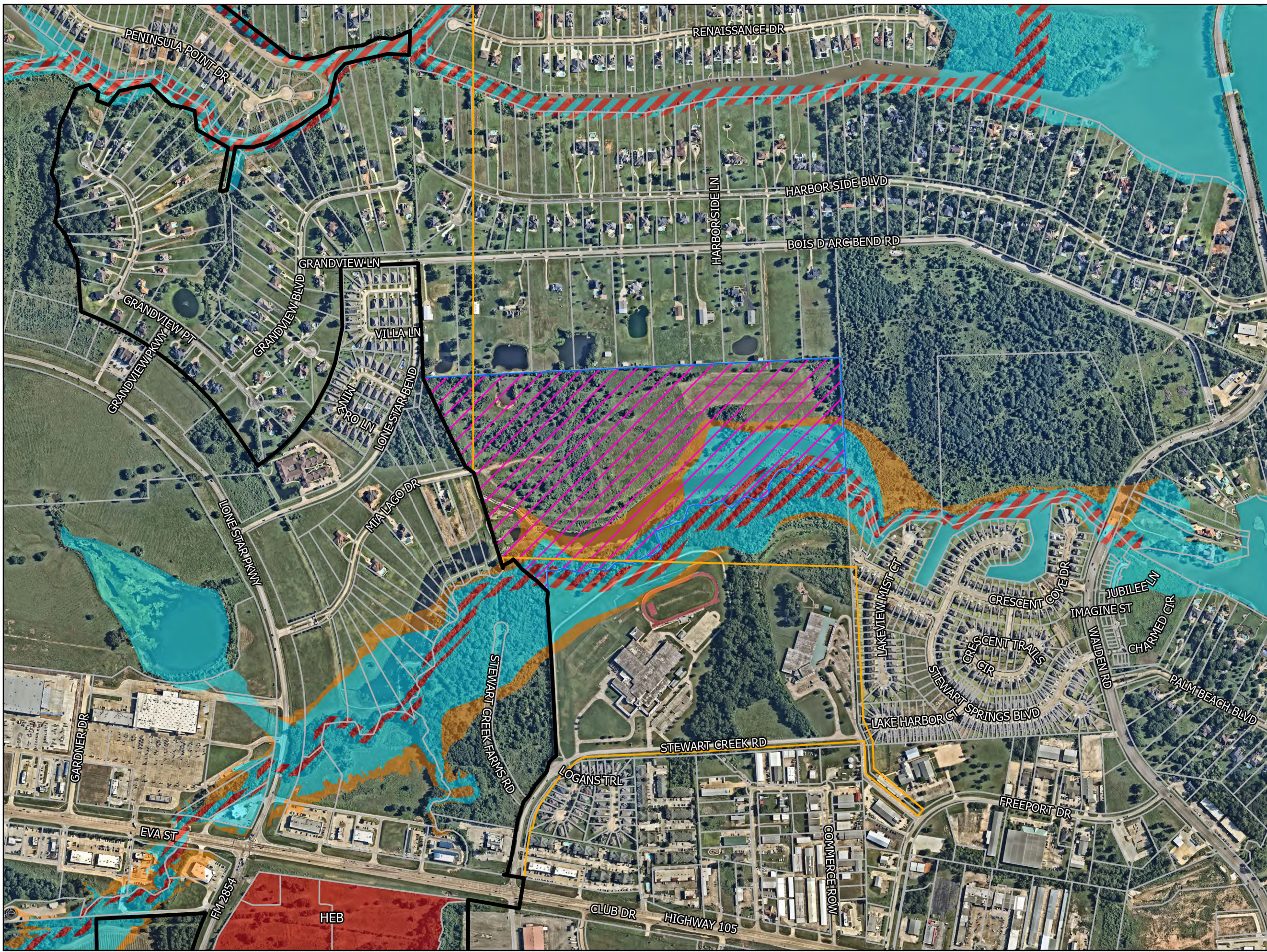
CVR:KMV/akg

Sincerely,

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

Katherine Vu, PE, CFM

City Engineer



- Legend**
- City Limits
 - City ETJ
 - Tax Parcel
 - Tract Boundary
- Ongoing Developments**
- In Design/Construction
 - Planning/Feasibility
- Flood Hazard Zones**
- Regulatory Floodway
 - 1% Annual Chance Flood Hazard
 - 0.2% Annual Chance Flood Hazard

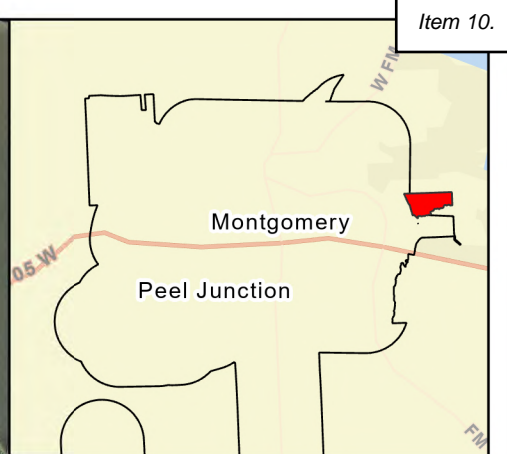
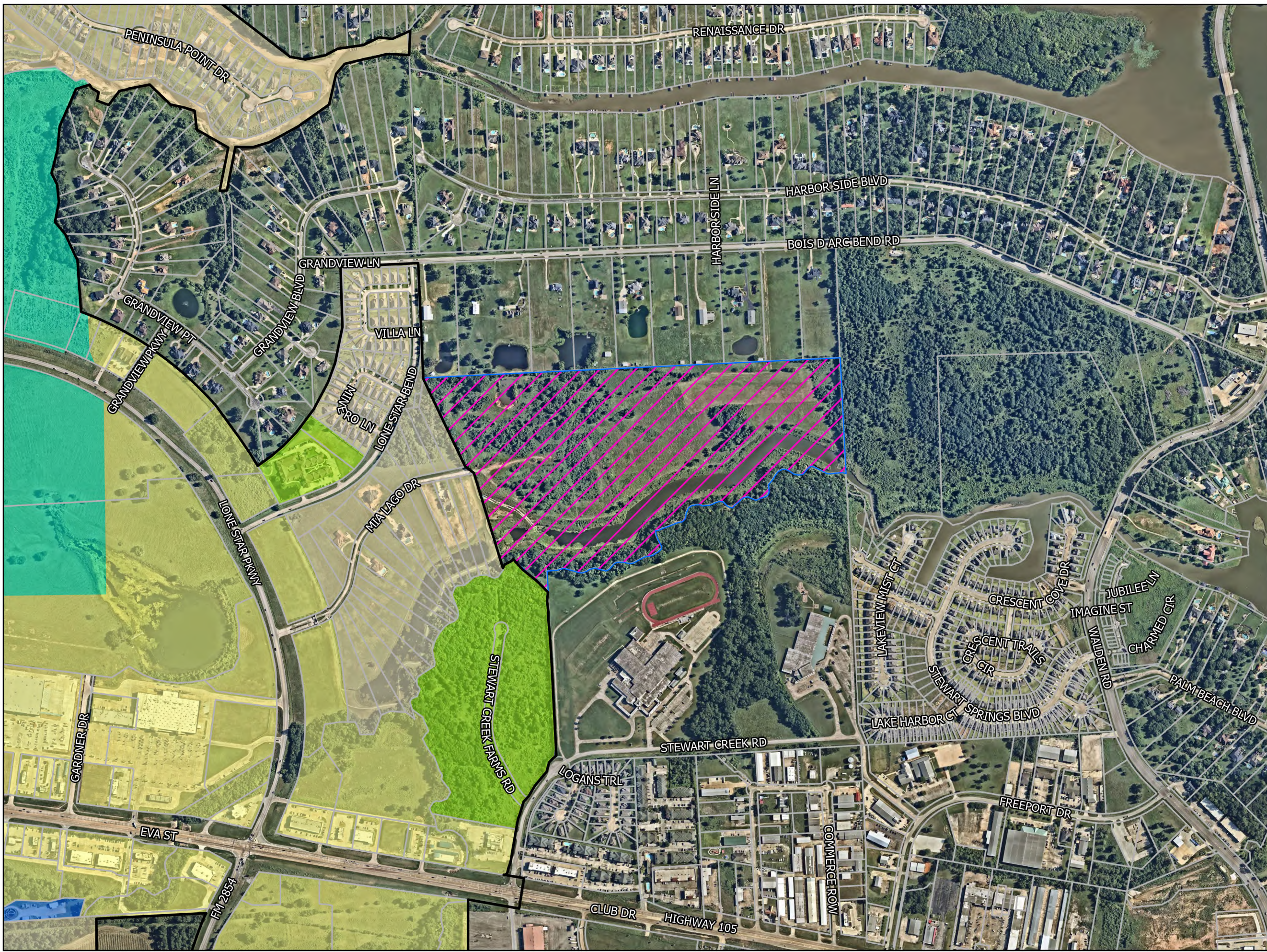
Exhibit A Tract Location

Reserve of Mia Lago Feasibility Study



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





Legend

- City Limits
- Tax Parcel
- Tract Boundary

Zoning

- B - Commercial
- ID - Industrial
- I - Institutional
- R2 - Multi-Family
- PD - Planned Development
- R1 - Residential
- Historical Preservation
- Historical Landmark

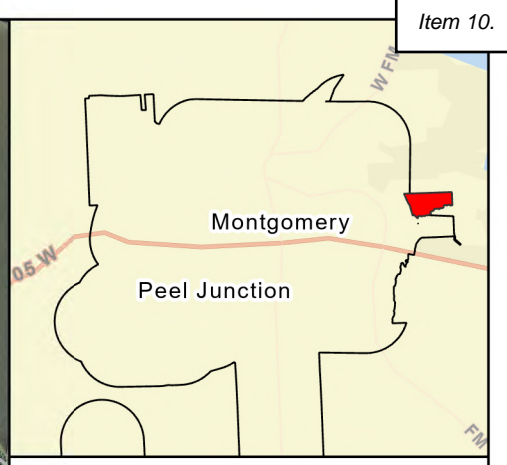
Exhibit B Zoning Map

Reserve of Mia Lago Feasibility Study



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





Legend

- Tax Parcel
- City ETJ
- City Limits
- Tract Boundary

Water

- Water Main
- Proposed Water Main

Sanitary Sewer

- Sanitary Sewer Gravity Main
- Proposed Force Main
- Proposed Lift Station

Exhibit C Utilities Layout

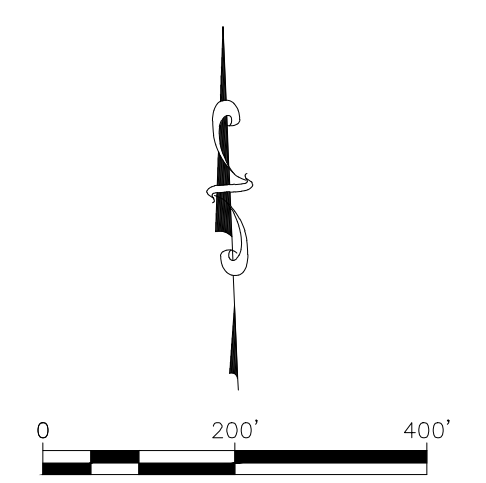
Reserve of Mia Lago Feasibility Study



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



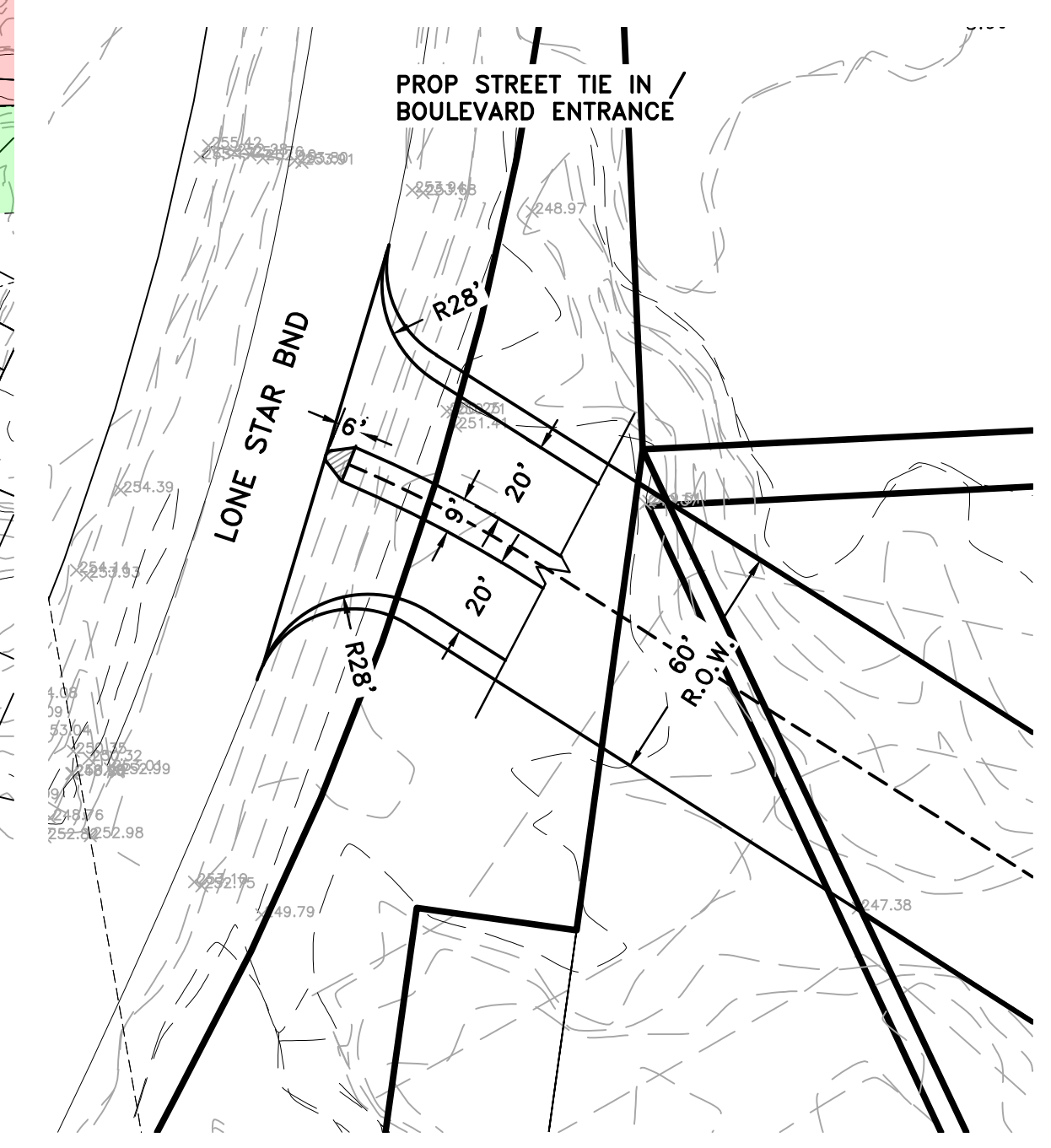
L:\SHARED\12 ENGINEERING PROJECTS\ENGINEERING PROJECTS\10922 - ESTATES OF MIA LAGO EXPANSION\03 CAD\DESIGN SET\EXHIBIT\PRELIMINARY SITE PLAN - 02.DWG Apr. 16, 2024-3:02 PM HUNTER MARGRITZ



- LEGEND:**
- FLOODWAY
 - 100-YR FLOODPLAIN
 - 500-YR FLOODPLAIN
 - FLOODPLAIN BOUNDARIES

TRACT AREA: 74.80 ACRES
 NOMINAL LOT SIZE: 132'X247.50'
 NOMINAL LOT ACRE: 3/4
 NUMBER OF LOTS: 59
 LOTS PER ACRE: 1.23
 LF OF STREETS: 5,334.92
 LF OF STREET/LOT: 90.42

* LOTS TO BE REVIEWED TO DETERMINE IF FEASIBLE TO DEVELOP DUE TO MINIMUM LOT SIZE REQUIREMENT AND REQUIRED SETBACKS TO DRAINAGE FACILITIES.



ESTATES OF MIA LAGO EXPANSION

PRELIMINARY SITE PLAN

04/16/2024

DRAWING INFORMATION			
PROJECT	10922	TDLR	**
DRAWN	LMJ	CHECKED BY	JTW
SCALE	1" = 200' (24x36)	SHEET	01
	1" = 400' (11x17)		

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

E. LEVI LOVE, PE #99340
 OR
 JONATHAN WHITE, PE #127058

FOR REVIEW PURPOSES ONLY
 NOT FOR CONSTRUCTION

	Development Info & Capacities																	
	Current Connections	Ultimate Connections	Water		Wastewater		2024			2025			2026			2027		
			Current Actual	Ultimate	Current	Ultimate	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary
Single Family																		
Buffalo Crossing	9	12	2,025	2,700	1,350	1,800			2	450	300			1	225	150		
Buffalo Springs, Section 1	24	24	5,400	5,400	3,600	3,600												
Buffalo Springs, Section 2	63	64	14,175	14,400	9,450	9,600												
Estates of Mia Lago, Section 1	4	27	900	6,075	-	-												
FM 149 Corridor	21	25	4,725	5,625	3,150	3,750	2	450	-	-	-	3	675	-	3	675	-	-
Simonton and Lawson	13	23	2,925	5,175	1,950	3,450			1	225	150	1	225	150	2	450	300	300
Martin Luther King	52	55	11,700	12,375	7,800	8,250			2	450	300	2	450	300	2	450	300	300
Baja Road	7	11	1,575	2,475	1,050	1,650			1	225	150	1	225	150	2	450	300	300
Community Center Drive	3	3	675	675	450	450												
Community Center Drive (Water Only)	8	10	1,800	2,250	-	-	1	225		1	225							
Lake Creek Landing	15	15	3,375	3,375	2,250	2,250												
Gulf Coast Estates, Section 2	2	4	450	900	300	600	1	225	150	1	225	150						
Lake Creek Village, Section 1	37	37	8,325	8,325	5,550	5,550												
Lake Creek Village, Section 2	45	45	10,125	10,125	6,750	6,750												
Estates of Lake Creek Village	21	22	4,725	4,950	3,150	3,300	1	225	150									
Lone Star Estates	10	10	2,250	2,250	1,500	1,500												
Hills of Town Creek, Section 2	51	51	11,475	11,475	7,650	7,650												
Hills of Town Creek, Section 3	49	49	11,025	11,025	7,350	7,350												
Hills of Town Creek, Section 4	30	30	6,750	6,750	4,500	4,500												
Hills of Town Creek, Section 5	-	72	-	16,200	-	10,800												
Historic/Downtown	132	150	29,700	33,750	19,800	22,500	2	450	300	35	7,875	5,250	37	8,325	5,550	5	1,125	750
Terra Vista Section 1	61	61	13,725	13,725	9,150	9,150			7	1,575	1,050	4	900	600				
Town Creek Crossing Section 1	95	102	21,375	22,950	14,250	15,300	7	1,575	1,050									
Villas of Mia Lago Section 1	14	14	3,150	3,150	2,100	2,100												
Villas of Mia Lago Section 2	42	42	9,450	9,450	6,300	6,300												
Waterstone, Section 1	44	53	9,900	11,925	6,600	7,950	5	1,125	750	2	450	300	2	450	300			
Waterstone, Section 2	48	89	10,800	20,025	7,200	13,350	10	2,250	1,500	15	3,375	2,250	15	3,375	2,250			
Red Bird Meadows (Phase I - Sec. 1, 2, 3)	-	174	-	39,150	-	26,100												
Redbird Meadows Rec Center	-	1	-	15,900	-	10,600				1	15,900	10,600	60	13,500	9,000	64	14,400	9,600
Redbird Meadows Rec Center Irrigation	-	3	-	1,500	-	-				3	1,500	-						
Pulte Group (Mabry Tract)	-	309	-	69,525	-	46,350	60	13,500	9,000	100	22,500	15,000	109	24,525	16,350	40	9,000	6,000
Pulte Group (Mabry Tract) Rec Center	-	1	-	15,900	-	10,600	1	15,900	10,600									
Pulte Group (Mabry Tract) Rec Center Irrigation	-	3	-	1,500	-	-	3	1,500	-									
Gary Hammons	1	1	225	225	150	150												
Mobile Home Park (connection)	29	29	4,000	4,000	3,300	3,300												
City Hall	1	1	1,070	1,070	890	890												
Community Center	1	1	200	200	150	150												
Buffalo Spring Plant	1	1	360	360	250	250												
Cedar Brake Park Restrooms	1	1	200	200	150	150												
Ferland Park	1	1	200	200	150	150												
Homecoming Park Restrooms	1	1	200	200	150	150												
Water Plant No. 3	1	1	4,000	4,000	2,000	2,000												
West Side at the Park	8	11	1,800	2,475	1,200	1,650	1	225	150	1	225	150	1	225	150			
Subtotal	945	1,639	214,755	403,905	141,590	261,940	94	37,650	23,650	226	67,350	43,300	237	53,325	35,100	119	26,775	17,400
Commercial Platted and Existing																		
Buffalo Run, Section 1	1	6	1,000	10,000	650	6,500				2	3,600	2,340	1	1,800	1,170	2	3,600	2,340
Longview Greens Miniature Golf	1	1	1,200	1,200	780	780												
Summit Business Park, Phase 1	3	6	1,300	4,000	845	2,600	1	900	585	2	1,800	1,170						
Prestige Storage (SBP Res. D)	1	1	225	225	146	146												
McCoy's	1	1	550	550	358	358												
AutoZone	1	1	2,250	2,250	1,463	1,463												
McCoy's Reserves B & D	-	2	-	5,000	-	3,250				1	2,500	1,625	1	2,500	1,625			
Pizza Shack	1	1	6,000	6,000	3,900	3,900												
CareNow & Other Suites	3	3	750	750	488	488												
KenRoc (Montgomery First)	-	3	-	12,000	-	7,800				1	2,500	1,625	1	2,500	1,625	1	4,000	2,600
Wendy's	1	1	1,300	1,300	845	845												
Dusty's Car Wash	1	1	9,000	9,000	5,850	5,850												
ProCore Developments	1	1	1,500	1,500	975	975												
Christian Brothers	1	1	1,225	1,225	796	796												
Madsen and Richards	1	1	225	225	146	146												
Kroger	2	2	5,000	5,000	3,250	3,250												
Burger King (Meter 48214937)	1	1	750	750	488	488												
Buffalo Springs Shopping, Ph. 1 (Reserve B)	1	1	6,300	6,300	4,095	4,095												
Buffalo Springs Shopping, Ph. 1 (Meter 48495852)	1	1	225	225	146	146												
Buffalo Springs Shopping, Ph. 1 (Meter 48818596)	1	1	3,000	3,000	1,950	1,950												
Buffalo Springs Shopping, Ph. 1 (Meter 200467732)	1	1	1,750	1,750	1,138	1,138												
Spirit of Texas Bank	1	1	750	750	488	488												
Heritage Place	1	1	800	800	520	520												
Home Depot (Buffalo Springs Shopping, Ph. 2, Reserve J)	1	1	33,600	33,600	21,840	21,840												
Buffalo Springs Shopping, Ph. 2	-	1	-	8,000	-	5,200							1	8,000	5,200			
BlueWave Car Wash	1	1	8,500	8,500	5,525	5,525												
Brookshire Brothers	2	2	1,200	1,200	780	780												
Ransoms	1	1	1,200	1,200	780	780												
Heritage Medical Center	1	1	750	750	488	488												
Lone Star Pkwy Office Building	2	2	450	450	293	293												
Old Iron Work	1	1	225	225	146	146												
Apache Machine Shop	1	1	225	225	146	146												
Montgomery Community Center	1	1	1,400	1,400	910	910												
Jim's Hardware	1	1	350	350	228	228												
Town Creek Storage	1	1	225	225	146	146												
Lake Creek Village 3 Commercial (Res A & B)	-	5	-	25,000	-	16,250				1	5,000	3,250	2	10,000	6,500			
Waterstone Commercial Reserves	3	11	1,000	16,000	650	10,400	1	1,875	1,219	1	5,000	3,250	1	1,8				

EXIHIBIT E: IMPACT FEE SUMMARY

Meter Size ⁽¹⁾	Maximum Capacity (GPM)	Maximum Assessable Water Fee (\$/ESFC)	Maximum Assessable Wastewater Fee (\$/ESFC)	Maximum Assessable Fee (\$/ESFC)
5/8"	15	2,033	1,951	3,984
3/4"	25	3,396	3,258	6,654
1"	40	5,429	5,209	10,638
1 1/2"	120	16,268	15,607	31,875
2"	170	23,039	22,104	45,143
3"	350	47,441	45,515	92,956
4"	600	81,339	78,037	159,376
6"	1,200	162,679	156,074	318,753
8"	1,800	244,018	234,111	478,129

1. 5/8" Meter size is used for all connections equal to 1 ESFC (Equivalent Single Family Connection), and reflects the installation of a 5/8" x 3/4" meter.

ESCROW AGREEMENT, SECTION 2.03 ATTACHMENT

BY AND BETWEEN

THE CITY OF MONTGOMERY, TEXAS,

AND

Mia Lago Reserve

Dev. No. 2411

THE STATE OF TEXAS ⊃

COUNTY OF MONTGOMERY ⊃

As per section 2.03, the Feasibility Study completed an estimate of the additional escrow amount, which was determined for administration costs, legal fees, plan reviews, developer coordination, construction coordination, construction inspection, and warranty of services. The required additional amount is below:

Administration	\$ 7,500
City Attorney	\$ 7,500
City Engineer	\$ 52,000
<hr/>	
TOTAL	\$ 67,000

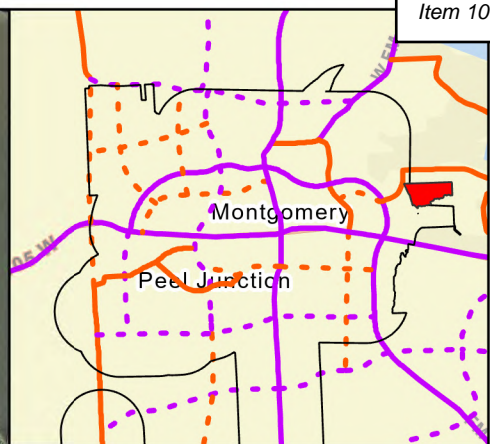
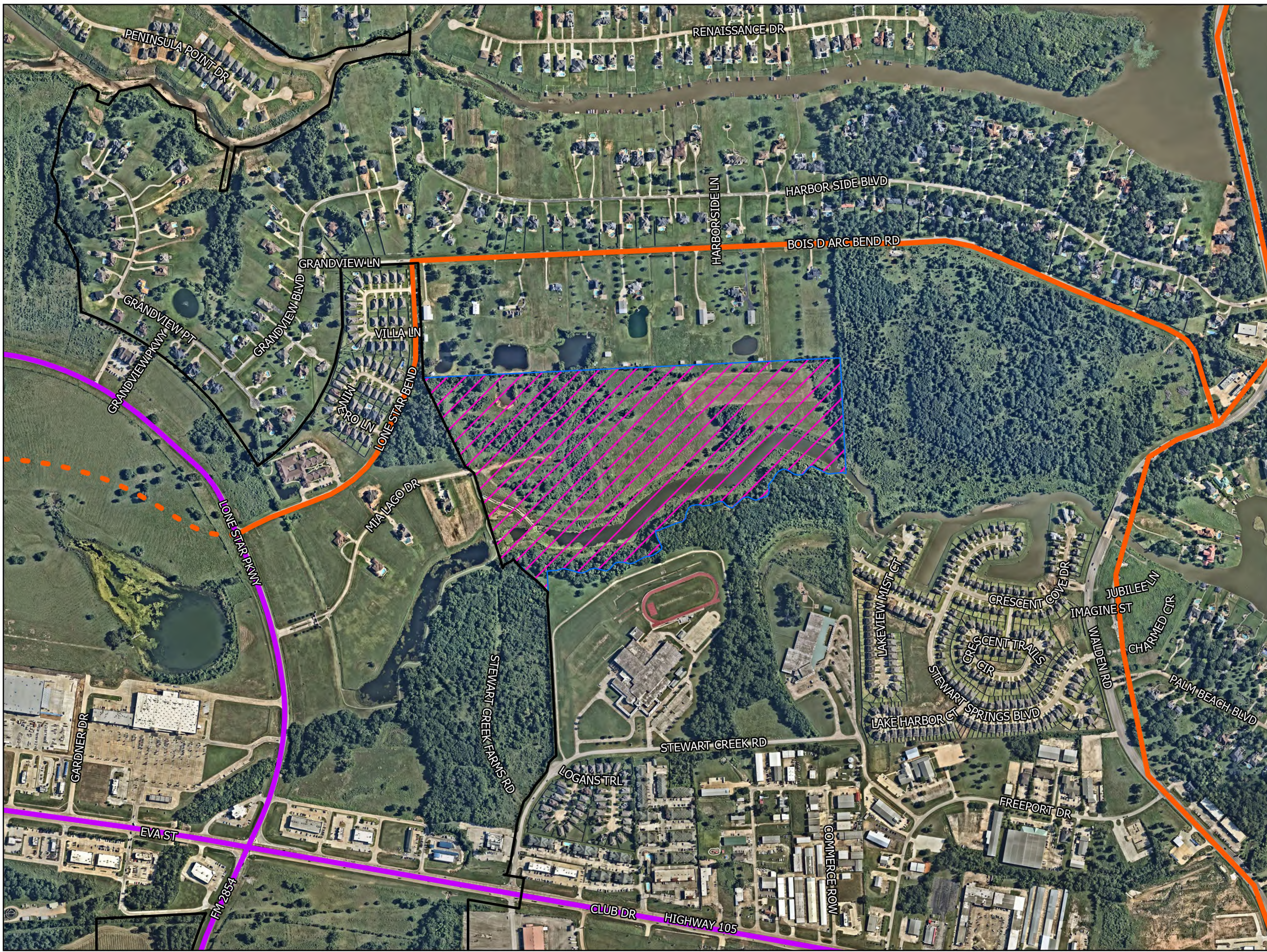


EXHIBIT H
Preliminary Cost Estimate
Public Infrastructure Improvements
Mia Lago Reserve Tract
 9/5/2024

Item No.	Description	Quantity	Unit	Unit Price	Cost
<u>GENERAL</u>					
1	Mobilization, Bonds, and Insurance (5%)	1	LS	\$ 3,000	\$ 3,000
2	Site Preparation and Restoration	1	LS	15,000	15,000
3	Construction Staking	1	LS	5,000	5,000
4	Trench Safety System	350	LF	1	400
5	SWPPP	1	LS	5,000	5,000
<u>WATER</u>					
6	8-Inch C900 PVC Waterline	150	LF	45	6,750
7	8-Inch Gate Valve	2	EA	2,500	5,000
8	8-Inch Wet Connect	1	EA	3,500	3,500
<u>OFFSITE FORCE MAIN</u>					
9	2.5-Inch C900 PVC Force Main (Off-site)	200	LF	35	7,000
10	Connection to on-site force main	1	EA	2,500	2,500
11	Connection to Existing Sanitary Manhole	1	EA	3,500	<u>3,500</u>
Construction Subtotal					\$ 57,000
Contingencies (20%)					\$ 12,000
Engineering (20%)					\$ 14,000
Total					\$ <u>83,000</u>

Notes:

- 1 All values rounded up to the nearest thousand.
- 2 This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.
- 3 This is not a proposal for engineering services but an estimate for planning purposes.



- Legend
- City Limits
 - Tract Boundary
 - Major Thoroughfare Plan (2021)
 - Thoroughfare, Existing
 - Thoroughfare, Proposed
 - Collector, Existing
 - Collector, Proposed

Exhibit J Thoroughfare Map

Reserve of Mia Lago Feasibility Study



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



Montgomery City Council
AGENDA REPORT

Meeting Date: September 10, 2024	Budgeted Amount: NA
Department: Administration	Prepared By: Maryann Carl

Subject

Consideration and possible action on the following Resolutions: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AUTHORIZING THE CHANGE IN NAME ON THE CONSTRUCTION ACCOUNT; CLOSING INACTIVE ACCOUNTS; ASSINGING AUTHORIZED SIGNERS FOR ALL CITY OF MONTGOMERY BANKING ACCOUNTS WITH FIRST FINANCIAL BANK; AND PROVIDING AN EFFECTIVE DATE.

Recommendation

Adopt the resolution to updated bank accounts and bank signers.

Discussion

As a result of the transition to a pooled cash environment, we are able to reduce the number of accounts the City has at First Financial Bank. The resolution before you does the following:

1. Changes the name on the Construction account to remove the reference to the Texas Water Development Board.
2. Outlines the accounts to be closed with balances being transferred to the General Fund.
3. Assigns the signers to the remaining bank accounts.

It is important to note that the name on the General Fund account is not being changed and the title "General Fund" specifically means this account is general in nature and not assigned to any one governmental fund.

Approved By

Finance Director	Maryann Carl	Date: 9/6/2024
City Administrator	Gary Palmer	Date: 9/6/2024

RESOLUTION NO. R - 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AUTHORIZING THE CHANGE IN NAME ON THE CONSTRUCTION ACCOUNT; CLOSING INACTIVE ACCOUNTS; ASSINGING AUTHORIZED SIGNERS FOR ALL CITY OF MONTGOMERY BANKING ACCOUNTS WITH FIRST FINANCIAL BANK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Montgomery, Texas (the "City") has the following banking accounts with First Financial Bank:

- Court Security Fund
- Debt Service Fund
- Home Grant
- Grant
- Home Grant General Fund
- Police Asset Forfeitures
- Construction Account
- Court Technical Fund
- Police Drug and Misc Fund
- Hotel Motel Fund
- Home Depot Escrow
- Utility Fund
- General Fund

WHEREAS, the City Council of the City of Montgomery, Texas (the "City") authorizes the Construction Account, TX Water Development Board Funds be renamed to Construction Account.

WHEREAS, the City Council of the City of Montgomery, Texas (the "City") has deemed the following banking accounts with First Financial Bank be closed due to inactivity and authorize transfer of funds to the General Operating account:

- Court Security Fund
- Home Grant
- Grant
- Home Grant General Fund
- Police Asset Forfeitures
- Court Technical Fund
- Police Drug and Misc Fund
- Hotel Motel Fund
- Utility Fund

WHEREAS, City Council has determined that the following members of the governing body and the City Administrator are authorized signers on the aforementioned accounts:

- | | |
|-------------------|--------------------------------|
| Sara Countryman | Mayor |
| Casey Olson | Mayor Pro-Tem / Council Member |
| Carol Langley | Council Member |
| Cheryl Fox | Council Member |
| Stan Donaldson | Council Member |
| Dave McCorquodale | Assistant City Administrator |
| Gary Palmer | City Administrator |

WHEREAS, First Financial Bank issues a Banking Resolution for each account with the identified signers and related information, which is attached as Exhibit "A."

WHEREAS, the City Council of the City now wishes to authorize the governing body, which includes the Mayor and members of City Council, and the City Administrator as signers on all City of Montgomery banking accounts.

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

Section 1. The City Council and City Administrator are authorized and approved to execute any and all necessary documents on behalf of the City to conduct City business with First Financial Bank regarding all City banking accounts.

Section 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED this the 10th day of September, 2024.

CITY OF MONTGOMERY, TEXAS

Attest: _____
Diana Titus, Deputy City Secretary

Signed: _____
Sara Countryman, Mayor

Approved as to Form: _____
Alan P. Petrov, City Attorney

Montgomery City Council
AGENDA REPORT

Meeting Date: September 10, 2024	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on appointment of Wayne Joe to City Council Place 3 to serve the remainder of the term expiring in May 2025.

Recommendation

If City Council chooses to appoint the applicant, a motion to appoint (NAME) to Montgomery City Council Place 3 for the unexpired term ending in May 2025.

If City Council chooses to not appoint the applicant, no formal action is required to be taken. Motions to deny or table pending additional information are possible/permitted if City Council chooses to do so.

Discussion

Issue:

Mr. Wayne Joe has expressed interest to Casey Olson in appointment to City Council Place 3. Councilman Olson asked for the matter to be placed on the agenda for consideration.

Rules:

Texas Local Government Code Chapters 22 & 141:

Sec. 22.010. FILLING VACANCY ON GOVERNING BODY OR IN OTHER MUNICIPAL OFFICE.

(a) If for any reason a single vacancy exists on the governing body of the municipality, a majority of the remaining members who are present and voting, excluding the mayor, may fill the vacancy by appointment unless an election to fill the vacancy is required by Section 11, Article XI, Texas Constitution. The mayor may vote on the appointment only if there is a tie.

(a-1) A person serving as a member of the governing body is not, because of that service, ineligible to be appointed to fill a vacancy in the office of mayor of the municipality, but the person may not vote on the person's own appointment.

(b) The person appointed to fill the vacancy serves until the next regular municipal election.

(c) In lieu of appointing a person to fill a vacancy on the governing body, a special election may be ordered to elect a person to fill the vacancy.

(d) If two or more vacancies on the governing body exist at the same time, a special election shall be ordered to fill the vacancies.

(d-1) A member of the governing body is ineligible to vote to fill a vacancy on the governing body by special election after resigning from the governing body.

(e) If a vacancy exists in any other municipal office, the mayor or acting mayor shall appoint a person to fill the vacancy, subject to confirmation by the governing body.

Sec. 22.032. QUALIFICATIONS OF MEMBERS OF GOVERNING BODY. (a) To be eligible for the office of mayor of the municipality, a person must be a registered voter and must have resided within the municipal limits for at least the 12 months preceding the election day. For purposes of this subsection, residency in an area while the area was not within the municipal limits is considered as residency within the limits if the area is a part of the municipality on election day.

Montgomery City Council
AGENDA REPORT

Sec. 141.001. ELIGIBILITY REQUIREMENTS FOR PUBLIC OFFICE. (a) To be eligible to be a candidate for, or elected or appointed to, a public elective office in this state, a person must:

- (1) be a United States citizen;
- (2) be 18 years of age or older on the first day of the term to be filled at the election or on the date of appointment, as applicable;
- (3) have not been determined by a final judgment of a court exercising probate jurisdiction to be:
 - (A) totally mentally incapacitated; or
 - (B) partially mentally incapacitated without the right to vote;
- (4) have not been finally convicted of a felony from which the person has not been pardoned or otherwise released from the resulting disabilities;
- (5) have resided continuously in the state for 12 months and in the territory from which the office is elected for six months immediately preceding the following date:
 - (A) for a candidate whose name is to appear on a general primary election ballot, the date of the regular filing deadline for a candidate's application for a place on the ballot;
 - (B) for an independent candidate, the date of the regular filing deadline for a candidate's application for a place on the ballot;
 - (C) for a write-in candidate, the date of the election at which the candidate's name is written in;
 - (D) for a party nominee who is nominated by any method other than by primary election, the date the nomination is made; and
 - (E) for an appointee to an office, the date the appointment is made;
- (6) on the date described by Subdivision (5), be registered to vote in the territory from which the office is elected; and
- (7) satisfy any other eligibility requirements prescribed by law for the office.
 - (a-1) For purposes of satisfying the continuous residency requirement of Subsection (a)(5), a person who claims an intent to return to a residence after a temporary absence may establish that intent only if the person:
 - (1) has made a reasonable and substantive attempt to effectuate that intent; and
 - (2) has a legal right and the practical ability to return to the residence.
 - (a-2) Subsection (a-1) does not apply to a person displaced from the person's residence due to a declared local, state, or national disaster.
 - (a-3) The authority with whom an application for a place on a general primary election ballot is filed under Section 172.022 shall, to the extent permitted by law, use Subsections (a) and (a-1) in determining whether a candidate meets the residency requirements for a public elective office.
 - (b) A statute outside this code supersedes Subsection (a) to the extent of any conflict.
 - (c) Subsection (a) does not apply to an office for which the federal or state constitution or a statute outside this code prescribes exclusive eligibility requirements.
 - (d) Subsection (a)(6) does not apply to a member of the governing body of a district created under Section 52(b)(1) or (2), Article III, or Section 59, Article XVI, Texas Constitution.

Analysis & Conclusion:

Discuss the matter and act as you see fit.

Approved By		
Assistant City Administrator & Planning & Development Director	Dave McCorquodale	Date: 09/05/2024