

**Notice of City Council Public Hearing and Regular Council meeting
AGENDA**

September 13, 2022 at 6:00 PM

NOTICE IS HEREBY GIVEN that a Meeting of the Montgomery City Council will be held on **Tuesday, September 13, 2022**, at **6:00 PM** at the City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas.

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO FLAGS

VISITOR/CITIZENS FORUM:

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

- 1.** Convene into a Public Hearing to receive public comments regarding the proposed 2022-2023 City of Montgomery Budget.

CONSENT AGENDA:

- 2.** Approval of the Minutes of:
 - (a) City Council Budget Workshop meeting 08-22-2022; and
 - (b) City Council Meeting 08-23-2022; and
 - (c) City Council Public Hearing 09-06-2022
- 3.** Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and Food Gardens of Olde Montgomery for a proposed food truck park (Dev. No. 2210) and authorizing the city engineer to prepare a Feasibility Study.
- 4.** Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and Dutch Bros., LLC dba Dutch Bros. Coffee for a proposed drive through coffee shop (Dev. No. 2106).

CONSIDERATION AND POSSIBLE ACTION:

- 5.** Consideration and possible action regarding adoption, by record of vote of the following Ordinance: AN ORDINANCE OF THE CITY OF MONTGOMERY, TEXAS ADOPTING AN OPERATING BUDGET FOR THE FISCAL YEAR 2022-2023.

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$418,191 OR 30.07%, AND OF THAT AMOUNT, \$53,570 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

6. Consider, Adopt and Set by Ordinance the 2022 Ad Valorem Tax Rate for Maintenance and Operations, **\$0.2950/\$100.**
7. Consider, Adopt and Set by Ordinance the 2022 Ad Valorem Tax Rate for Debt Service, **\$0.1050/\$100.**
8. Consideration and possible action on: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, SETTING THE AD VALOREM TAX RATE OF THE CITY OF MONTGOMERY, FOR THE YEAR 2022 AT A RATE OF \$0.4000 PER ONE HUNDRED DOLLARS (\$100) VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MONTGOMERY AS OF JANUARY 1, 2022 SPECIFYING SEPARATE COMPONENTS OF SUCH RATE FOR OPERATIONS AND MAINTENANCE AND FOR DEBT SERVICE; LEVYING AN AD VALOREM TAX FOR THE YEAR 2022 PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING FOR COLLECTION AND ORDAINING OTHER RELATED MATTERS.
9. A RESOLUTION OF THE CITY OF MONTGOMERY, TEXAS AMENDING ITS POLICY FOR INVESTMENT OF MUNICIPAL FUNDS AND THE INVESTMENT STRATEGIES CONTAINED THEREIN.
10. Consideration and possible action regarding the City entering into a Development Agreement with Pulte Homes of Texas, LP.
11. Consideration and possible action on a variance request for minimum driveway spacing for Montgomery Summit Business Park Reserve "A".
12. Consideration and possible action on variance requests for minimum lot width, minimum lot area, and street right-of-way width for Summer Wind, a 56-acre proposed single-family residential development.
13. Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and Montage Partners, LLC for a 56-acre single-family residential development (Dev. No. 2211) and authorizing the city engineer to prepare a Feasibility Study.
14. Consideration and possible action on: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS ("CITY COUNCIL"), AMENDING THE CODE OF ORDINANCES OF THE CITY OF MONTGOMERY, TEXAS ("CODE"), CHAPTER 90, UTILITIES, ARTICLE II, WATER AND SEWER SERVICE, DIVISION 2, SERVICE RATES AND CHARGES, SECTION 90-63, PENALTY FOR FAILURE TO PAY BILL BEFORE BECOMING DELINQUENT, BY AMENDING THE PENALTY AMOUNT FOR A CUSTOMER'S FAILURE TO PAY THEIR BILL BEFORE BECOMING DELINQUENT.
15. Consideration and possible action on developing a program to create banners honoring local veterans.
16. Consideration and possible action on authorizing an expenditure up to \$40,000 by Public Works to repair the Lift Station No. 8 Sanitary Sewer Force Main.
17. Consideration and possible action on approval of the Certificate of Substantial Completion and beginning the one-year warranty period for Water Plant No. 3.
18. Consideration and possible action regarding adoption of the following ordinance: AN ORDINANCE BY THE CITY OF MONTGOMERY, TEXAS ("CITY") DENYING THE DISTRIBUTION COST RECOVERY FACTOR RATE INCREASE REQUEST OF

ENERGY TEXAS, INC, FILE ON OR ABOUT JULY 20, 2022; SETTING JUST AN REASONABLE RATES FOR ENTERGY TEXAS, INC FOR SERVICE WITHIN THE MUNICIPAL LIMITS; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETING ACT; MAKING OTHER FINDINGS.

EXECUTIVE SESSION:

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

POSSIBLE ACTION FROM EXECUTIVE SESSION:

COUNCIL INQUIRY:

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

ADJOURNMENT

Nici Browe

City Secretary, TRMC

I certify that the attached notice of meeting was posted on the bulletin board at City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas, on September 9, 2022 at 5:30 p.m.

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

Montgomery City Council
AGENDA REPORT

Meeting Date: September 13, 2022	Budgeted Amount: N/A
Department: Administration	Prepared By: Dave McCorquodale

Subject

Convene into a Public Hearing to receive public comments regarding the proposed 2022-2023 City of Montgomery Budget.

Recommendation

No action (later on in agenda) hear Public Comments.

Discussion

This is the opportunity for Council to receive public comment on the proposed budget. An action item for this budget is Later on. No action required other than to close public hearing once all speakers have concluded.

Approved By

		Date:
Interim City Administrator	Dave McCorquodale	Date: September 9, 2022






FY 2022-2023 Budget Overview



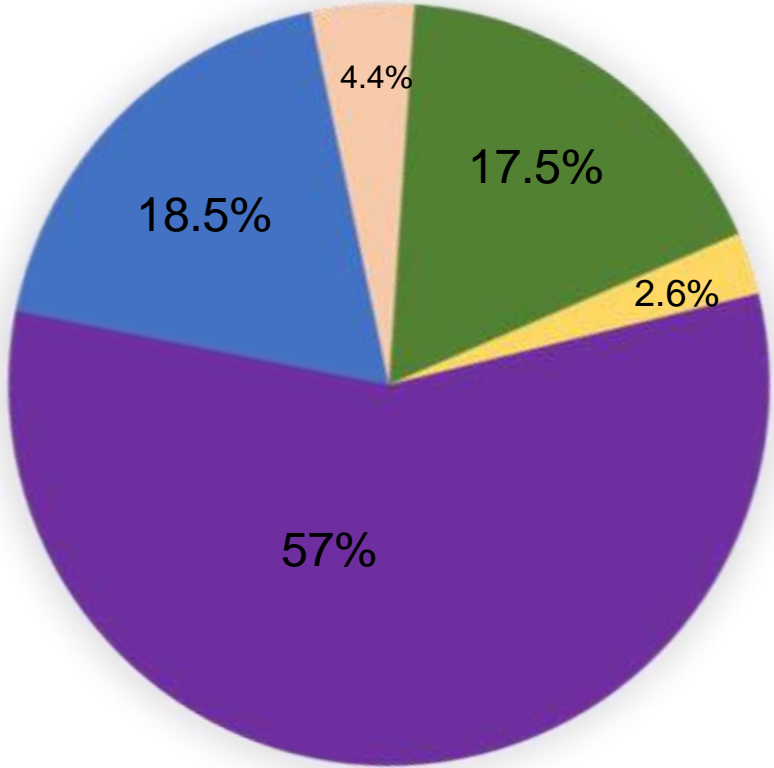
FY 2022-2023 Budget & Taxes

Quick facts:

-  No tax rate increase
-  No water & sewer rate increase for FY 2022-2023
-  City tax exemptions:
 - 20% Homestead Exemption
(Per State Law 2021)
 - \$70,000 Deduction for disabled homeowners
 - \$50,000 Deduction for homeowners over age 65

FY 2022-2023 Property Taxes

Entity	Rate per \$100 of Valuation	% of Total
City of Montgomery	\$0.4000	18.5%
ESD #2	\$0.0948	4.4%
Mont. County	\$0.3764	17.5%
MCHD	\$0.0567	2.6%
MISD	\$1.2289	57. %

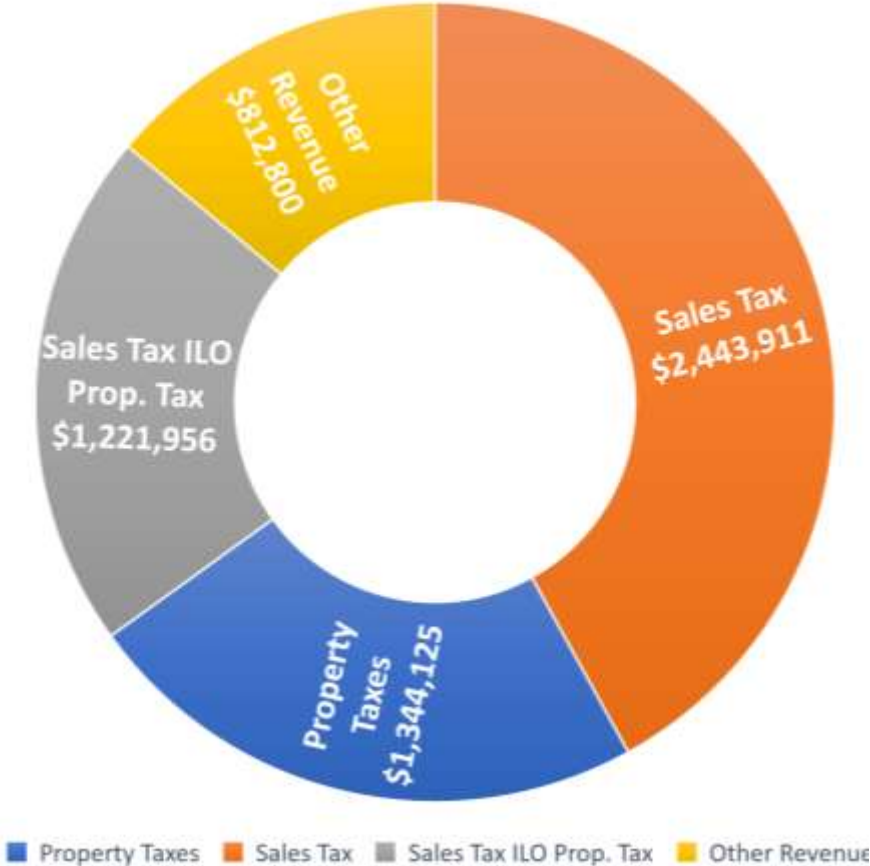


- City
- ESD #2
- Mont. County
- MCHD
- MISD

Your local tax dollars

FY 2022-2023 General Fund Revenue

City Revenue Sources



\$5,822,792 Total Revenue

- **\$1,344,125** Property Tax
- **\$2,443,911** Sales Tax
- **\$1,221,956** Sales Tax ILO Property Tax
- **\$812,800** Other Revenue

Economy, Growth, and City Services

- With the pandemic mostly behind us, businesses have continued to grow strong and more new businesses are building in the City.
- Housing construction and home sales are very strong: Montgomery is a safe desirable place to live with new residential opportunities.
- City Utilities: New budget has \$4,071,669 for water and sewer system improvements to accommodate additional commercial and residential growth.
- Mobility: New budget has \$593,000 for road-way improvements & Roadway Repair and Maintenance.

Economy, Growth, and City Services

- Parks & Recreation: New budget has \$138,000 to maintain and improve facilities at City parks.
- Organizational excellence: The City is committed to attracting and retaining high-quality staff to keep Montgomery city government working for its residents. The new budget funds programs designed to aid in staff retention.
- Staffing: adding a full-time position in Public Works (Funded jointly with the MEDC to continue organizing events that contribute to the success of the City.
- The Municipal Court will make their part time (vacant) position into a full-time position, this will allow the department to run more efficiently.

Emergency Preparedness & Response

Being able to properly respond to emergencies is woven into every City department budget.

- ACTIVE SHOOTER With recent unprecedented events in Uvalde, Texas, protecting the children and staff at schools has been a major priority among Law Enforcement Agencies. Coordination between emergency agencies locally, Montgomery PD and MISD PD, is ongoing.
- COVID-19 The Pandemic still continues around the globe, however at far less intensity. Being prepared at all times for continuous operations in the face of these situations is vital.
- HURRICANE SEASON The long hot summer has many on the edge of their seats watching the developments in the Atlantic. Being prepared to assist the community in the event of a hurricane is foremost in our planning.

Response evaluations moving into FY 2022-2023:

1. Maintain the strengthened cooperative response efforts with MISD & ESD #2
2. CERT Training programs for volunteers in 2022 to assist City personnel during emergencies continued, with plans for more in 2023.

**Notice of City Council Budget Workshop #3
MINUTES**

August 22, 2022, at 5:00 PM

CALL TO ORDER

Mayor Byron Sanford called the meeting to order at 5:04 p.m.

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

Also Present:	Dave McCorquodale	Assistant City Administrator & Planning Development
	Nici Browe	City Secretary & Director of Administrative Services
	Anthony Solomon	Police Chief
	Kim Duckett	Municipal Court Administrator
	Mike Muckleroy	Public Works Director
	Katherine Vu	City Engineer (WGA)

BUDGET WORKSHOP:

1. Update to the Proposed Budget 2022-2023

1. Mr. Dave McCorquodale, Interim City Administrator informed council that today it was his intention to not go over each budget line item per department as was the case in previous budget workshops. This was to go over the bullet points from the summary page that was submitted to him.

Mr. McCorquodale explained the changes that they were seeing was due to the position that will be a Parks Recreational Event person that is a shared cost by MEDC and Public Works Department. The position is going to be at the high end \$25.00 per hour. To make sure that this salary (hourly wage) worked the Public Works Director took \$500 out of the four parks maintenance line items. The new vehicle has not been removed, as Chief is having the spare vehicle turned over to Public Works for that use. The vehicle is currently in the shop in good condition but being fitted back with seats and some maintenance after its service as a Police Patrol Vehicle.

2. Mr. McCorquodale explained that there was \$35,000 taken from MEDC and this has gone towards to increase of Capital Projects. Based on the rules under which MEDC can expend monies the flexibility that the Downtown and Corridor Improvement fund is where this should be placed. He went on to show Council the corresponding changes.

3. Councilmember Casey Olson discussed the wages for staff, and the lack of funds for various projects around the city. A lengthy discussion took place along with some debate about salary studies. Councilmember Casey Olson stated that he did not receive it.

Ms. Browe showed Councilmember Olson the email and the study that was sent out. He looked at the salary study and stated that he was unsatisfied with an increase for staff this year as Gov.Com shows that Montgomery, Texas is 26% above the national average in wages.

Chief of Police and Ms. Browe both explained to him that this is not a reliable source, as it is not an accredited study.

Councilmember Casey Olson stated he was frustrated and felt the whole budget was “Trash” and that he would not vote on any part of it. He further stated that we can’t fix potholes, but yet we can raise taxes.

Mr. McCorquodale intervened and explained that he must be mistaken, the taxes are not being raised, they are staying the same as they were the last two prior years.

Mr. McCorquodale took this time to introduce the item on the proposed Tax Rate and the language within assorted items from the Tax Office. The wording states it is an increase, however, that is what the legislature requires municipalities to declare, even though the amount is of the same as prior year. He went on to confirm that the proposed tax rate is \$0.4000 of /100. Additionally, he provided details, and clarification on the adoption of the Tax Rate process, timelines, amounts of the Homestead exemption, and the No New Revenue Rate and the Voter Approval Rate, the implications of each and how the city proceeds from here.

4. Sidewalks was a topic of vigorous discussion and how monies have been spent thus far and how more needs to happen.

Councilmember Carol Langley discussed what occurred with the project at MEDC, and how Council should bring it to MEDC for a vote, as there are adequate funds to use for that purpose.

Councilmember Casey Olson discussed the potential of using the schools’ funds, as he had spoken with a representative from the school and there were funds for a sidewalk in the grant they received.

Councilmember Patricia Easley stated that with regards to Capital Projects, it seems that no work under the Capital Project umbrella has been undertaken on the North Side of town.

Mike Muckleroy, Public Works Director responded to Councilmember Easley’s concerns.

Councilmember Patricia Easley thanked Mr. Muckleroy and stated she felt that when it comes to planning for all of the projects, the north side of town should not be forgotten.

Police Chief redirected the discussion to salary increases. He reminded council of the approval of 20% increase over three years for PD, to create a better retention plan. The 6.6% salary and 1.4 Cola being suggested would bring it up to the 20%.

Councilmembers asked if the increase of 8% was for all city staff.

Mr. McCorquodale responded it was not so much the cola but the 6.6% was across the board.

Councilmembers had an expanded conversation on the salary increases and discussed with staff and the Interim City Administrator.

Discussion took place regarding the GLO grant for the drainage and have been following the rabbit trail.

Mr. Muckleroy provided additional input on the GLO item, explaining about the expansion of the scope of the project, and the potential of placing box culverts under Hwy 149.

Councilmember TJ Wilkerson inquired about upstream and the Jones and Carter study.

Katherine Vu, WGA City Engineers gave a detailed explanation about the “free money” grant and the timelines that come with that, as well as other stipulations. She explained the plan for 149. Ms. Vu also discussed the Generator Storm Pump, Drainage and Sanitary Sewer Rehabilitation and the Drainage Improvements.

Councilmember TJ Wilkerson also inquired if gathering a committee to meet to discuss sidewalks would be viable.

Mayor Sanford stated that staff can only do what they can, but the \$2.6 Billion Infrastructure money is being distributed somewhere and encouraged staff to seek money from HGAC.

Council reviewed calendars to schedule additional meetings.

Mr. McCorquodale asked council to clarify/confirm that they are comfortable with moving forward with an allotment in the budget for a 6.6% pay increase for staff.

Council confirmed that was correct.

ADJOURNMENT

Mayor Adjourned the Budget workshop at 6:26 PM

Submitted by: _____

Date Approved: _____

Nici Browe, City Secretary

Byron Sanford, Mayor

Notice of City Council Regular Meeting
MINUTES

August 23, 2022, at 6:00 PM

CALL TO ORDER

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

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

- Also Present: Dave McCorquodale Assistant City Administrator& Planning Development
- Nici Browe City Secretary & Director of Administrative Services
- Alan Petrov City Attorney

INVOCATION

PLEDGE OF ALLEGIANCE TO FLAGS

VISITOR/CITIZENS FORUM:

Stephen of H Wines spoke to Council regarding a Wine Fest, with an organization CAPA, he wants to work with people and wished to have permission to use the City of Montgomery and the logo. He believes he may also need to use a Police officer to be present. Event is November 12, 2022.

CONSENT AGENDA:

1. Approval of the minutes of the Regular City Council Meeting of August 9, 2022
Approval of the minutes of the Budget Workshop Meeting of August 10, 2022
2. Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and Redbird Meadow Development, LLC. (Dev. No. 2206).

Mayor Pro Tem Wilkerson moved to approve the consent agenda as presented. Councilmember Cheryl Fox seconded the motion. Motion passed (5-0).

CONSIDERATION AND POSSIBLE ACTION:

3. Consideration and Acceptance of the 2022 No-New-Revenue Tax Rate and Voter Approval Tax Rate.

Ms. Tammy McRae, Montgomery County Tax Assessor presented to City Council and the Public the Taxable valuations, and the calculations used to come up with the next year's Tax Rates.

The No New Revenue Rate is \$.3171/\$100.

The Voter Approval Rate is \$.5674/\$100.

Councilmember Casey Olson moved to accept the No New Revenue Rate and the Voter Approval Rate as presented by the County Tax Assessor. Mayor Pro Tem Wilkerson seconded the motion. Motion passed (5-0).

4. Discussion of the Tax Rate needed to fund the proposed FY 2022-2023 Budget for Maintenance and Operations (M&O) and Debt Service (I&S).

Ms. McCrae also presented the M& O and the Debt Service Tax Rate.

No action was taken on this item.

5. Consideration of and Roll Call Vote on the proposed Tax Rates for 2022.

Mr. Dave McCorquodale, Interim City Administrator presented to Council on this item (Tax Rate to be came the same at \$0.40/\$100. and reminded them that upon the vote on any motion, it is to be a roll call vote.

Mayor Pro Tem Wilkerson moved to approve the proposed Tax Rate of \$0.40/\$100. Councilmember Casey Olson seconded the motion.

Mayor Sanford called a roll call for the vote:

Councilmember Carol Langley Position # 1 – FOR

Councilmember Casey Olson Position # 2 – FOR

Councilmember TJ Wilkerson Position #3 – FOR

Councilmember Cheryl Fox Position # 4 – FOR

Councilmember Patricia Easley Position # 5 – FOR

Motion Passes (5-0).

6. Consideration and possible action on calling a Public Hearing on the Proposed 2022 Tax Rate.

Mr. Dave McCorquodale informed council that the next procedure in this process is to call a Public Hearing on the Tax Rate. This is scheduled for September 6, 2022, at 6:00pm. He noted that Planning and Zoning is also on that evening, so this will occur right before P& Z commence their meeting.

Councilmember Carol Langley moved to call a Public Hearing on the proposed 2022 Tax Rate on September 6, 2022, at 6:00 P.M. Councilmember Patricia Easley seconded the motion. Motion passed (5-0).

7. Presentation of Montgomery County Emergency Communication District's proposed FY 2023 budget by Executive Director Chip VanSteenberg.

Mr. Chip VanSteenberg from Montgomery County Emergency Communication District (MCECD) and presented their budget for the next fiscal year. He provided Council some background to what they do and provided details on some of the upcoming projects they will be undertaking during the next fiscal year.

No action was taken on this item.

8. (a) Presentation by Shelly Wahle and Lisa Burgett of Empower Financial Group on adding additional Voluntary Supplemental Health Coverage for employees to the existing benefits package.

Ms. Shelly Wahle and Lisa Burgett of Empower Financial Services introduced themselves to Council and stated that they had met with Mayor Byron Sanford and had explained the program to him, and he had felt it was a “no brainer” with savings for both the city and the employee.

Ms. Wahle introduced the program, a pretax paid for Supplemental Health Benefit program, she became an agent for this type of program after her son was diagnosed with cancer and the costs were so astronomical that this program had it been available would of allowed her to focus only on her son’s treatment rather than paying bills.

Lisa Burgett then explained how the Attentive Care Services pretax program worked and based on our current employees if all took advantage of its services the city would save in excess of \$38,000. She let council know that the employees would be assessed a \$35.00 fee but that is from their pretax amount so in essence they get all of the benefit and no drop-in take-home pay. She stated that in the packets they presented council with was an example of the City Secretary, Ms. Browe’s paycheck outlining the pretax savings and the net pay.

Ms. Burgett explained in detail the overall compliance of the program with the Internal Revenue Service and what other companies they have worked with.

Mayor Byron Sanford stated he felt this was a great program and a huge benefit to employees.

Councilmember Carol Langley inquired if this was part of the Affordable Care Act.

Ms. Wahle confirmed that it was.

Councilmember Carol Langley asked the ladies to confirm that the City would be out ZERO in fees.

Ms. Burgett confirmed that and went on to say that in fact the city would save money.

Councilmember Patricia Easley inquired how employees qualified.

Ms. Burgett explained that employees who are on a W2, and have major medical in place, and earn in excess of \$17,000 per year.

Councilmember Casey Olson asked the City Secretary to confirm that currently the city offers supplemental benefits under AFLAC.

Councilmember Carol Langley once again “are you sure there is no cost to the city”

Ms. Burgett responded that there was ZERO out of pocket to the City.

(b) Mayor Pro Tem TJ Wilkerson moved to approve adding the Supplemental Pre-Tax benefit to the city’s health package. There was no second.

Motion dies.

Councilmember Carol Langley moved to postpone this item until the next council meeting and let Anthony Lasky meet with their representatives and gain an understanding of the program and then provide council with assurance. Councilmember Cheryl Fox seconded the motion. Motion passed (5-0).

9. Consideration and possible action on: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY ACCEPTING AND APPROVING AN ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR CITY OF MONTGOMERY PUBLIC IMPROVEMENT DISTRICT NO. 1; PROVIDING FOR PAYMENT OF THE ANNUAL INSTALLMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; AND PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

Mr. Dave McCorquodale presented this item and providing Council with some background to the Public Improvement District.

Councilmember Carol Langley moved to approve the ordinance as presented. Councilmember Cheryl Fox seconded the motion. Motion passed (5-0).

DEPARTMENTAL REPORTS:

10. City Administrator's Report. This report will be provided at the meeting.
11. Utility Report.
12. Sales Tax Report.
13. Finance and Quarterly Investment Report.
14. Police Department Report.
15. Court Report.
16. Public Works Report.
17. Utility Operations Report.
18. Engineers Report.

Each Department Head provided an update and their report to Council. Mr. McCorquodale also informed Council that SGR has already received applications for the City Administrator position.

EXECUTIVE SESSION:

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

POSSIBLE ACTION FROM EXECUTIVE SESSION:

No Executive Session.

COUNCIL INQUIRY:

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

ADJOURNMENT

Mayor Pro Tem TJ Wilkerson moved to adjourn the meeting. Councilmember Casey Olson seconded the motion. Motion passed (5-0).

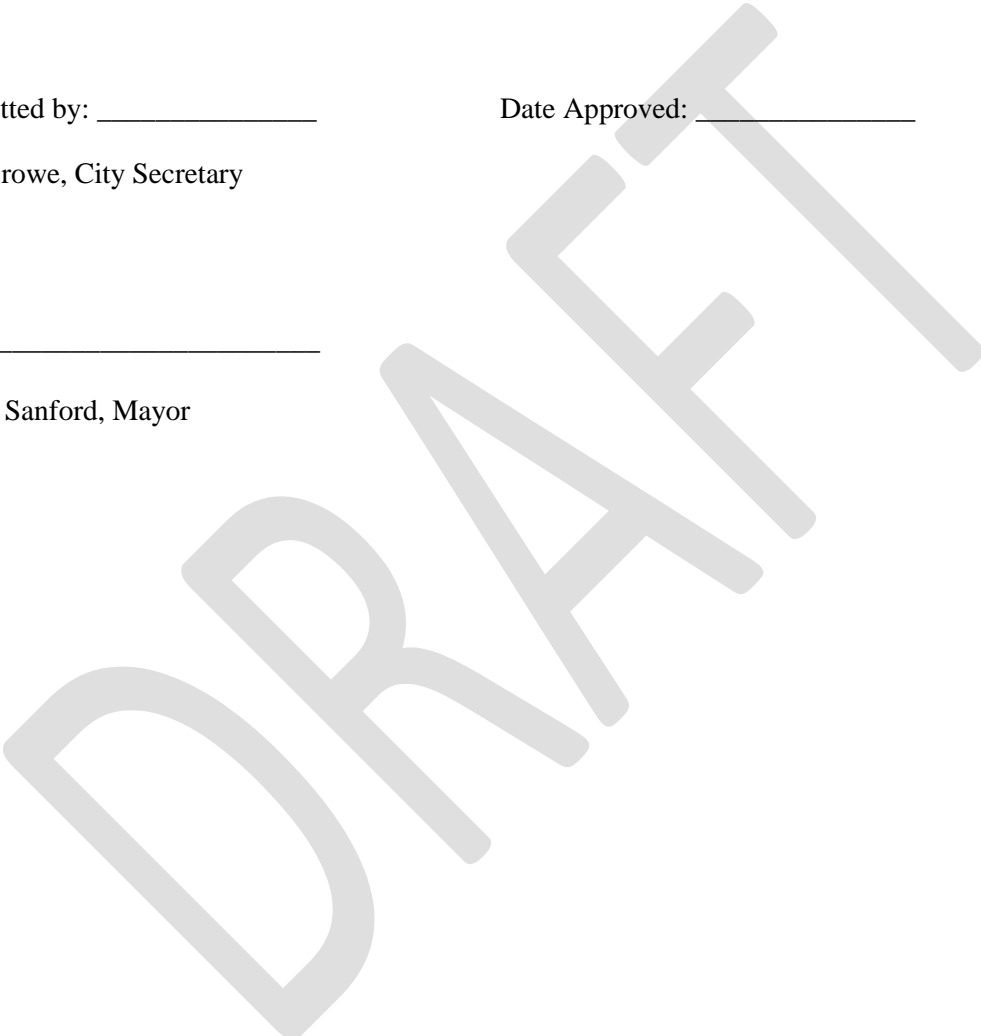
ADJOURNMENT 7:15 PM

Submitted by: _____

Date Approved: _____

Nici Browe, City Secretary

Byron Sanford, Mayor



**Notice of City Council Public Hearing -
MINUTES**

September 06, 2022 at 6:00 PM

CALL TO ORDER

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

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

INVOCATION

Mayor, Byron Sanford provided the Invocation.

PLEDGE OF ALLEGIANCE TO FLAGS

PUBLIC HEARING:

Mr. Dave McCorquodale provided a short description of the purpose of the public hearing and additionally provided a slide for the public to view on an example of the tax rate on an average home within the City.

Convened into the Public Hearing at 6:02 PM:

Tax Rate Public Hearing - regarding the **2022 tax rate of \$.4000 per \$100 valuation** as proposed by the governing body of the City of Montgomery as the 2022 City tax Rate.

No members of the public addressed City Council.

Adjourn Public Hearing at 6:03 PM:

Mayor Byron Sanford made an announcement of the date, time and location that City Council will adopt the 2022 Tax Rate for the City of Montgomery, which will be on September 13, 2022 at 6:00P.M. at Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas.

ADJOURNMENT

Councilmember Cheryl Fox moved to adjourn the meeting. Councilmember Casey Olson seconded the motion. Motion passed (5-0).

ADJOURNED AT 6:04 PM

Submitted by: _____

Date Approved: _____

Nici Browe, City Secretary

Byron Sanford, Mayor

DRAFT

Montgomery City Council
AGENDA REPORT

Meeting Date: September 13, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and Food Gardens of Olde Montgomery for a proposed food truck park (Dev. No. 2210) and authorizing the city engineer to prepare a Feasibility Study.

Recommendation

Motion to approve the Agreement as presented and authorize the city engineer to prepare a Feasibility Study for the proposed project.

Discussion

The owners of the property roughly across from Jim’s Hardware are proposing a food truck park that has outdoor dining, shade structures, and restrooms. The preliminary site plan has spaces for 12 food trucks and 91 parking spaces, which may be adjusted as the site plan is refined to account for various city development regulations. This Escrow Agreement is the initial step of the process and funds the engineer’s feasibility study. As you are aware, this would be the first development of its kind in the City, though several food truck parks exist in the surrounding areas. As a reminder, approval of the Escrow Agreement does not constitute approval of the plans or projects, but rather funds the engineer’s Feasibility Study for the proposed project and outlines what the applicable requirements the developer would need to consider moving forward.

Approved By

Interim City Administrator	Dave McCorquodale	Date: 09/07/2022
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Food Gardens of Olde Montgomery Feasibility Study

City of Montgomery

(Dev. No. 2210)

Request: Council Authorization on September 13, 2022

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

SCOPE OF WORK

- *Feasibility Study Report – Preparation of a feasibility study report to analyze the feasibility to serve the proposed commercial development located on approximately 1.5-acre tract located on FM 149 north of the downtown area. All of the 1.5 – ac tract is located within the City. WGA will analyze the City’s water, wastewater, and drainage system and note whether any upgrades need to be made. If any upgrades to the City’s facilities are needed or any utility extensions are required, WGA will prepare a cost estimate to be included in this feasibility study. A preliminary site exhibit showing the extent of the 1.5-acre tract, and any utility extensions/upgrades necessary to serve the tract will be prepared by WGA to be included in this feasibility study.*

CONSTRUCTION COST

There are no construction costs for this report.

ENGINEERING COST

The cost to perform the Food Gardens of Olde Montgomery Feasibility Study described above is \$2,500, to be billed lump sum.

SCHEDULE

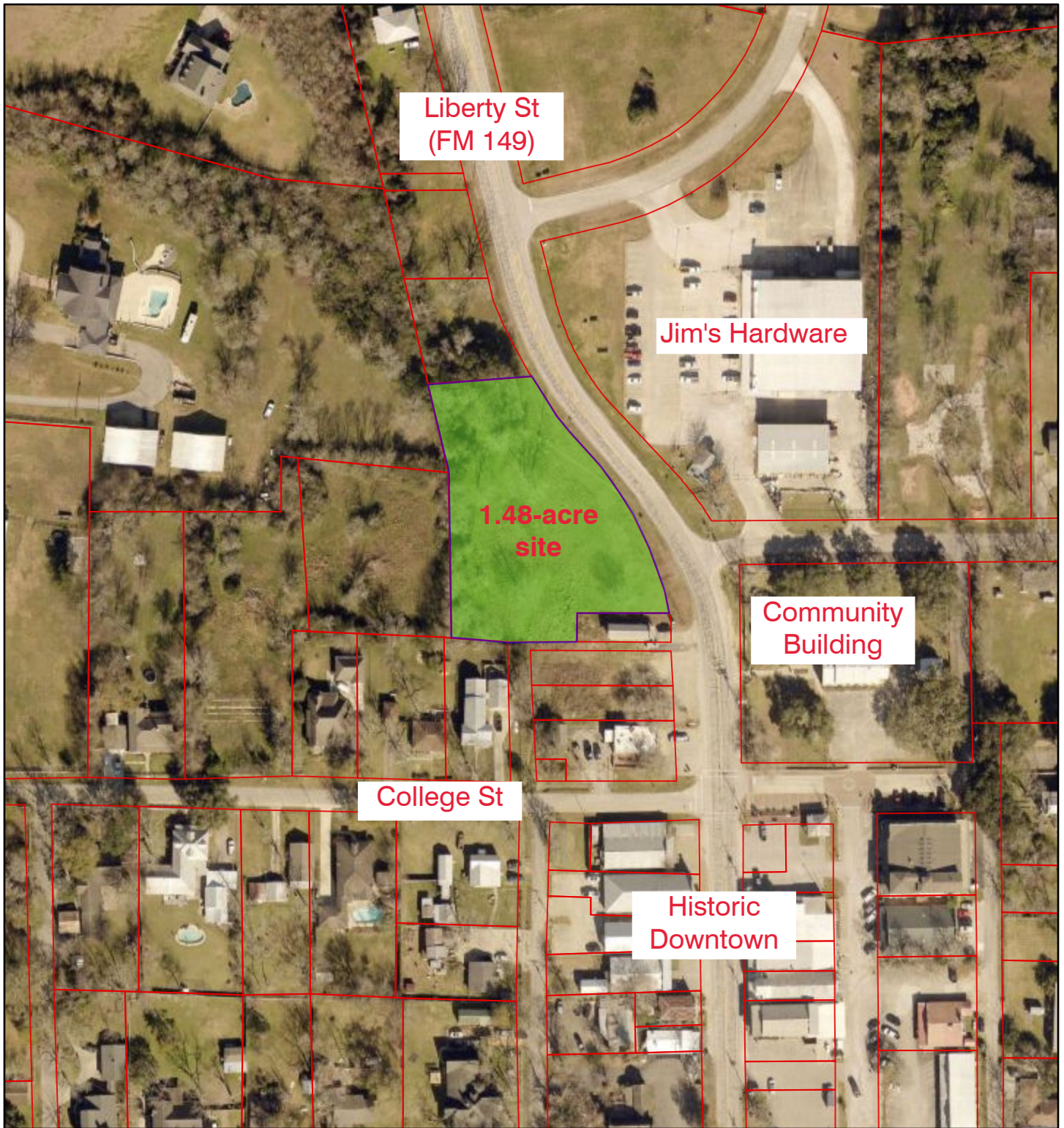
Milestone 1: Authorization to Proceed	1	calendar day*
Milestone 2: Kick-off Meeting	1	calendar day
Milestone 3: Report Preparation	12	calendar days
TOTAL DURATION	14	calendar days

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



Food Gardens of Olde Montgomery Location Map

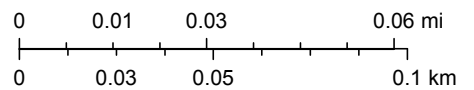
Item 3.



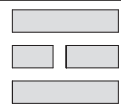
9/7/2022, 4:18:08 PM

1:2,257

 Parcels



© OpenStreetMap (and) contributors, CC-BY-SA



EG ARCHITECTURE LLC
 ENRIQUE GONZALEZ AIA,
 LEED AP, BD-C ARCHITECT
 11251 North West Fwy.
 No. 140
 Houston, Tx. 77092
 281-850-5228

LOT COVERAGE FOR ALL IMPERVIOUS MATERIAL	
TOTAL LOT SIZE	61,307
GRAVEL	27,874
CONCRETE PADS	4,344
PAVERS	4,454
TOTAL SQ. FT.	36,672
PROPOSED PERCENTAGE OF LOT COVERED =	59.82%

LANDSCAPE AREAS	
FRONT GREEN AREA	10,471
REAR GREEN AREA	14,184
AREA IN 25' VEGETATIVE SETBACK (Included in total rear green area)	12,008

THESE DOCUMENTS
 ARE INCOMPLETE AND
 ISSUED FOR
 PRELIMINARY REVIEW
 ONLY AND MAY NOT
 BE USED FOR
 REGULATORY
 APPROVAL, PERMIT OR
 CONSTRUCTION.
 ENRIQUE GONZALEZ
 ARCHITECT
 DATE: 7/13/2022

Proposed New Project for:
The Food Gardens at Olde Montgomery
 Address: 14465 Liberty St., Montgomery,
 TX 77356

DATE	Description

Date:	04-01-2022	7/13/2022
Drawn:	PV-KM-AZ-EG	EGGS
PROJECT NO.:	22-144	

SHEET NAME:
 Site Plan

SHEET No.
1.01B



22 Trees in Total are shown

Montgomery City Council
AGENDA REPORT

Meeting Date: September 13, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and Dutch Bros., LLC dba Dutch Bros. Coffee for a proposed drive through coffee shop (Dev. No. 2106).

Recommendation

Motion to approve the Agreement as presented.

Discussion

This proposed development is in the Kroger development west of Blue Wave car wash.

Approved By

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

ESCROW AGREEMENT

BY AND BETWEEN

THE CITY OF MONTGOMERY, TEXAS,

AND

Dutch Bros., LLC dba Dutch Bros. Coffee

Dev. No. 2106

THE STATE OF TEXAS ⤵

COUNTY OF MONTGOMERY ⤵

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

RECITALS

WHEREAS, the Developer desires to acquire and develop all or part of a 0.79-Acre Tract, being comprised of Reserve H-2 in Amended Plat of Buffalo Springs Shopping Center Phase 2, sometimes referred to as the Dutch Bros. Coffee Tract, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

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

AGREEMENT

ARTICLE I

SERVICES REQUIRED

Section 1.01 The development of the Dutch Bros. Coffee Tract will require the City to utilize its own personnel, its professionals and consultants; and the Escrow Fund will be used to reimburse the City its costs associated with these services.

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

ARTICLE II

FINANCING AND SERVICES

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

Administrative	\$1,000
City Engineer	\$4,000
Legal	\$1,000
<hr/>	
TOTAL	\$6,000

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

Section 2.03 The total amount shown above for the Escrow Fund is intended to be a “Not to Exceed” amount unless extenuating, unexpected fees are needed. Examples of extenuating

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

ARTICLE III,

MISCELLANEOUS

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

Section 3.02 If either party is rendered unable, wholly or in part, by *force majeure* to carry out any of its obligations under this Escrow Agreement, then the obligations of such party, to the extent affected by such *force majeure* and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of

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

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

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

Section 3.05 Any notice, communication, request, reply or advice (hereafter referred to as "notice") herein provided or permitted to be given, made, or accepted by either party to the other (except bills) must be in writing and may be given or be served by depositing the same in the

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

If to City, to:	City Administrator City of Montgomery 101 Old Plantersville Rd. Montgomery, Texas 77356
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If to Developer, to:	Dutch Bros., LLC dba Dutch Bros. Coffee PO Box 1929 Grant Pass, OR 897528
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The parties shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party.

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

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

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

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

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

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

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

CITY OF MONTGOMERY, TEXAS

By: _____
Byron Sanford, Mayor

ATTEST:

By: _____
City Secretary

Dutch Bros., LLC dba Dutch Bros. Coffee
Developer

By:  _____
Signature Brian Maxwell

Title: chief operations officer

STATE OF TEXAS {

COUNTY OF MONTGOMERY {

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

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

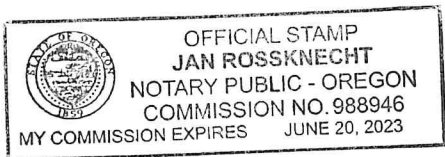
Notary Public, State of Texas

THE STATE OF Oregon {

COUNTY OF Josephine {

BEFORE ME, the undersigned, a Notary Public in and for the State of Oregon, on this day personally appeared Brian Maxwell, Chief Operations Officer of Dutch Mafia, LLC, a Delaware limited liability company in its capacity as member of Boerema Bros LLC an Oregon Limited liability known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated and as the act and deed of said organization.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 7th day of September, 2022.



Jan Rossknecht

Notary Public, State of ~~Texas~~
Oregon

Montgomery City Council
AGENDA REPORT

Meeting Date: September 13, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action regarding adoption, by record of vote of the following Ordinance: AN ORDINANCE OF THE CITY OF MONTGOMERY, TEXAS ADOPTING AN OPERATING BUDGET FOR THE FISCAL YEAR 2022-2023.

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$418,191 OR 30.07%, AND OF THAT AMOUNT, \$53,570 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

Recommendation

Motion to approve the operating budget for Fiscal Year 2022-2023 and adopt the Ordinance as presented.

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

Discussion

The proposed budget has been developed by staff and City Council over a series of three workshops this summer. Following the last workshop, staff made the changes as discussed by City Council and those changed are in the attached updated draft version.

There are always a number of factors to balance when developing a city budget, and staff believes this budget represents good stewardship of the citizen's tax dollars.

Approved By

Interim City Administrator	Dave McCorquodale	Date: 09/09/2022
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ORDINANCE NO. 2022-21

AN ORDINANCE OF THE CITY OF MONTGOMERY, TEXAS ADOPTING AN OPERATING BUDGET FOR THE FISCAL YEAR 2022-2023.

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$418,191 OR 30.07%, AND OF THAT AMOUNT, \$53,570 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

WHEREAS, applicable law requires the City of Montgomery, Texas to adopt a budget for the fiscal year 2022-2023; and

WHEREAS, a budget has been prepared for the fiscal year 2022-2023 as set forth in Exhibit "A" hereto and

WHEREAS, notice having been first given in the manner provided by law, the City Council conducted a public hearing upon such proposed budget; and

WHEREAS, the City Council has considered the proposed budget and made such changes as it considers warranted by law and in the best interest of the municipal taxpayers:

THEREFORE, BE IT ORDAINED by the City Council of the City of Montgomery, Texas:

Section 1. That the budget, including estimated revenues and proposed expenditures within the General Fund and each Special Fund is hereby approved and adopted as the Municipal Budget for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023 by the following record vote:

<u>City Council</u>	<u>Place Number</u>	<u>Record Vote</u>
Carol Langley	City Council Place #1	
Casey Olson	City Council Place #2	
TJ Wilkerson	City Council Place #3	
Cheryl Fox	City Council Place #4	
Patricia Easley	City Council Place #5	

Byron Sanford

Mayor (*Only Votes to break a tie*)

Present but not voting.

DRAFT

Section 2. That the monies set out within each fund are hereby appropriated out of each such respective fund for the payment of expenses lawfully attributable to such fund, all as itemized in the budget.

Section 3. That the budget may be amended from time to time as provided by law for the purposes of authorizing emergency expenditures or for municipal purposes, provided however, no obligation shall be incurred or any expenditure made except 'in conformity with the budget.

Section 4. That the City Administrator may, at any time, transfer any unencumbered appropriate from one line item to another line item within the same department, provided however, that no unencumbered appropriation may be transferred from one department to another except upon the express approval of the City Council.

Section 5. That the Mayor of the City of Montgomery, Texas, be, and is hereby authorized to execute the Ordinance on behalf of the City of Montgomery, Texas and the City Council.

PASSED, APPROVED AND ADOPTED this the 13th day of September 2022.

CITY OF MONTGOMERY, TEXAS

Mayor Byron Sanford

ATTEST:

Nici Browe, City Secretary. TRMC

APPROVED AS TO FORM:

Alan P. Petrov, City Attorney

City of Montgomery



FY 2022-2023 *Proposed Annual Operating Budget*

Notice

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$418,191 OR 30.07%, AND OF THAT AMOUNT, \$53,570 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

Proposed Budget Filed with City Secretary on August 11, 2022, at 5:00 p.m.
Revised proposed Budget Filed with City Secretary on August 24, 2022, at 10:15 a.m.
Revised Proposed Budget Filed with City Secretary on September 8, 2022, at 6:00 p.m.

City File Copy

Item 5.

City of Montgomery
 Fiscal Year 2022-23
 Updates to Budget from 08/22/22 Workshop

Account	Account	Budget Workshop #3 Amount	Updated Amount	%
Number	Name	Projected Budget	Projected Budget	Change
100-10-16014-0000000	COLA	5,200	-	-100.0% Page 5
100-11-16014-0000000	COLA	16,700	-	-100.0% Page 7
100-12-16014-0000000	COLA	2,100	-	-100.0% Page 11
100-13-16014-0000000	COLA	2,100	-	-100.0% Page 9
100-10-17004-0000000	Transfer to CPF - Infr Inv	-	26,100	100.0% Page 6
300-30-36113-0000000	COLA	3,500	-	-100.0% Page 17
300-30-37205-0000000	Other Expense - Transfer to CP	500,000	503,500	0.7% Page 18
200-00-24005-0000000	Transfer from Utility Fund - CAP	500,000	503,500	0.7% Page 20
200-00-24700-0000000	Transfer from General Fund - Infrast.	-	26,100	100.0% Page 20
200-00-24700-0000000	Use of Surplus	1,168,500	1,138,900	-2.5% Page 20

41

City of Montgomery
Fiscal Year 2022-23
Summary of All Funds

	Proj. Balance 9/30/2022	Proj. Expense FY 2022-23	Proj. Transfers FY 2022-23	Proj Use of Surplus FY 2022-23	Proj. Revenue FY 2022-23	Proj. Balance 9/30/2023
Governmental Funds						
General Fund	\$ 2,199,268	\$ 5,822,634	56,500	-	\$ 5,766,292	\$ 2,199,426
Debt Service Fund	110,437	956,739	424,540	54,258	477,941	\$ 56,179
Capital Projects Fund (Grants/ Etc)	1,584,885	4,905,763	-	1,138,900	3,766,863	\$ 445,985
Court Security Fund	2,608	1,500	-	-	1,510	\$ 2,618
Court Technology Fund	37,848	-	-	-	1,060	\$ 38,908
Hotel Occupancy Tax Fund	20,691	12,500	-	-	12,530	\$ 20,721
Police Asset Forfeiture Fund	13,253	-	-	-	10	\$ 13,263
Montgomery PID Fund	-	41,083	-	-	41,100	\$ 17
Total Governmental Funds	\$ 3,968,990	\$ 11,740,219	\$ 481,040	\$ 1,193,158	\$ 10,067,306	\$ 2,777,117
Non-Governmental Funds						
Water & Sewer Fund	2,595,836	3,054,738	(924,540)	350,000	3,629,278	\$ 2,245,836
Total Non-Governmental Funds	\$ 2,595,836	\$ 3,054,738	\$ (924,540)	\$ 350,000	\$ 3,629,278	\$ 2,245,836
Total All Funds	\$ 6,564,826	\$ 14,794,957	\$ (443,500)	\$ 1,543,158	\$ 13,696,584	\$ 5,022,953

* MEDC Fund is not shown and its transfers are shown as revenues to other funds.

These are use of surplus to zero out 2022-23 budget categories per GASB 54.

City of Montgomery
Fiscal Year 2022-23
Proposed Budget Summary

General Fund
Budget at a Glance

	Actual 2020-21	Actual 2021-22	Estimate 2021-22	Adopted 2021-22	Proposed 2022-23	% Change
Beginning Fund Balance	\$2,086,308	\$1,943,994	\$1,943,994	\$1,943,994	\$2,199,268	13.1%
Revenue						
Taxes and Franchise Fees	\$4,044,864	\$4,205,056	\$4,588,770	\$4,522,566	\$5,139,992	13.7%
Permits and Licenses	\$218,320	\$412,500	\$450,000	\$257,500	\$259,500	0.8%
Fees For Service	\$17,827	\$17,656	\$19,261	\$21,000	\$15,000	-28.6%
Court Fines and Forfeitures	\$400,449	\$309,037	\$337,131	\$318,450	\$318,500	0.0%
Other Revenues	\$537,062	\$62,479	\$234,359	\$229,064	\$33,300	-85.5%
Revenue	\$5,218,522	\$5,006,728	\$5,629,521	\$5,348,580	\$5,766,292	7.8%
Expenditures						
Personnel	\$2,156,979	\$2,545,984	\$2,902,300	\$2,550,438	\$3,144,220	23.3%
Communications	\$11,314	\$17,004	\$18,550	\$22,400	\$38,105	70.1%
Contract Services	\$1,062,858	\$1,139,943	\$1,270,531	\$1,174,100	\$1,182,400	0.7%
Supplies and Equipment	\$86,554	\$84,113	\$91,760	\$138,702	\$142,375	2.6%
Staff Development	\$42,495	\$47,948	\$52,307	\$57,850	\$55,600	-3.9%
Maintenance	\$18,247	\$90,306	\$98,516	\$90,000	\$138,000	53.3%
Insurance	\$39,514	\$38,379	\$41,868	\$39,760	\$44,064	10.8%
Utilities	\$48,675	\$49,562	\$54,068	\$49,700	\$69,870	40.6%
Capital Outlay	\$856,084	\$396,641	\$418,893	\$292,300	\$329,500	12.7%
Sales Tax Rebatement	\$359,052	\$372,948	\$403,364	\$403,815	\$390,300	-3.3%
Miscellaneous/ Contingency	\$740,039	\$74,512	\$79,592	\$586,309	\$288,200	-50.8%
Expenditures	\$5,421,811	\$4,857,339	\$5,431,747	\$5,405,374	\$5,822,634	7.7%
Net Ordinary Income	-\$203,289	\$149,389	\$197,774	-\$56,794	-\$56,342	-0.8%
Interfund Transfers						
Transfers In	\$60,975	\$52,842	\$57,500	\$57,500	\$56,500	-1.7%
Transfers Out - Use of Surplus	\$0	\$0	\$0	\$0	\$0	0.0%
Net Transfers	\$60,975	\$52,842	\$57,500	\$57,500	\$56,500	-1.7%
Net Income	-\$142,314	\$202,231	\$255,274	\$706	\$158	
Ending Fund Balance*	\$1,943,994	\$2,146,225	\$2,199,268	\$1,944,700	\$2,199,426	13.1%

**City of Montgomery
Fiscal Year 2022-23
Proposed Budget**

**General Fund Revenues
Statement of Revenues**

	Actual 2020-21	Actual 2021-22	Estimate 2021-22	Adopted 2021-22	Proposed 2022-23	% Change	Adjustments
Ordinary Revenue							
Taxes and Franchise Fees							
100-00-14010-0000000	Beverage Tax	\$26,297	\$24,824	\$27,081	\$31,000	\$30,000	-3.2%
100-00-14020-0000000	Franchise Tax	\$91,147	\$14,628	\$97,628	\$95,000	\$100,000	5.3%
100-00-14030-0000000	Ad Valorem Tax	\$868,162	\$900,259	\$905,259	\$889,101	\$1,334,025	50.0%
100-00-14040-0000000	PID Tax Revenue	\$38,807	\$38,564	\$38,564	\$39,000	\$0	-100.0%
100-00-14050-0000000	Penalties & Interest	\$11,504	\$4,302	\$4,802	\$10,000	\$10,000	0.0%
100-00-14060-0000000	Rendition Penalties	\$25	\$63	\$73	\$100	\$100	0.0%
100-00-14070-0000000	Sales Tax	\$2,005,948	\$2,148,277	\$2,343,575	\$2,305,576	\$2,443,911	6.0%
100-00-14080-0000000	Sales Tax ILO Property Tax	\$1,002,974	\$1,074,139	\$1,171,788	\$1,152,789	\$1,221,956	6.0%
	Total Taxes and Franchise	\$4,044,864	\$4,205,056	\$4,588,770	\$4,522,566	\$5,139,992	13.7%
Permits and Licenses							
100-00-14110-0000000	Building Permits	\$209,879	\$401,819	\$438,348	\$250,000	\$250,000	0.0%
100-00-14120-0000000	Vendor Permits	\$1,313	\$3,000	\$3,273	\$1,500	\$2,500	66.7%
100-00-14130-0000000	Sign Fee	\$700	\$2,050	\$2,236	\$1,000	\$1,000	0.0%
100-00-14140-0000000	Miscellaneous Permit Fee	\$4,421	\$3,158	\$3,445	\$5,000	\$3,000	-40.0%
100-00-14150-0000000	Culverts	\$2,008	\$2,473	\$2,698	\$0	\$3,000	100.0%
	Permits and Licenses	\$218,320	\$412,500	\$450,000	\$257,500	\$259,500	0.8%
Fees for Service							
100-00-14210-0000000	Community Building Rental	\$11,545	\$11,425	\$12,464	\$16,000	\$10,000	-37.5%
100-00-14230-0000000	Right of Way Use Fees	\$6,282	\$6,231	\$6,797	\$5,000	\$5,000	0.0%
	Fees for Service	\$17,827	\$17,656	\$19,261	\$21,000	\$15,000	-28.6%
Court Fines and Forfeitures							
100-00-14310-0000000	Collection Fees	\$14,726	\$12,263	\$13,378	\$15,000	\$12,000	-20.0%
100-00-14320-0000000	Asset Forfeitures	\$0	\$0	\$0	\$100	\$0	-100.0%
100-00-14340-0000000	Child Belt/Safety	\$246	\$200	\$218	\$500	\$200	-60.0%
100-00-14360-0000000	Fines	\$384,008	\$295,397	\$322,251	\$300,000	\$305,000	1.7%
100-00-14370-0000000	OMNI	\$1,132	\$1,093	\$1,192	\$1,600	\$1,200	-25.0%
100-00-14390-0000000	Warrant Fees	\$0	\$0	\$0	\$50	\$0	-100.0%
100-00-14400-0000000	Judicial Bff. Court (Ded)	\$121	\$84	\$92	\$700	\$100	-85.7%
100-00-14410-0000000	Accident Reports	\$216	\$0	\$0	\$500	\$0	-100.0%
	Court Fines and Forfeitures	\$400,449	\$309,037	\$337,131	\$318,450	\$318,500	0.0%
Other Revenues							
100-00-14530-0000000	Wrecker Service Fees	\$500	\$0	\$0	\$245	\$250	2.0%
100-00-14570-0000000	Lease Funds - PD	\$1,225	\$1,112	\$1,112	\$1,300	\$1,300	0.0%
100-00-14650-0000000	Unanticipated Income	\$29,555	\$21,494	\$23,448	\$15,000	\$15,000	0.0%
100-00-14670-0000000	Interest Income	\$740	\$1,069	\$1,166	\$750	\$1,750	133.3%
100-00-14680-0000000	Interest On Investments	\$1,071	\$3,681	\$4,016	\$1,200	\$15,000	1150.0%
100-00-14880-F4332DR	FEMA Reim - Atkins Creek	\$30,367	\$31,864	\$31,864	\$0	\$0	0.0%
100-00-14910-0000000	Grant Revenue - Police	\$868	\$3,259	\$4,259	\$42,075	\$0	-100.0%
100-00-14920-1002744	HOME Grant Revenue	\$457,117	\$0	\$0	\$0	\$0	0.0%
100-00-14930-0000000	American Rescue Plan	\$0	\$0	\$168,494	\$168,494	\$0	-100.0%
100-00-14931-0000000	COVID-19 Revenue	\$15,619	\$0	\$0	\$0	\$0	0.0%
	Other Revenues	\$537,062	\$62,479	\$234,359	\$229,064	\$33,300	-85.5%
Net Income		\$5,218,522	\$5,006,728	\$5,629,521	\$5,348,580	\$5,766,292	7.8%

**City of Montgomery
Fiscal Year 2022-23
Proposed Budget**

**General Fund Revenues
Statement of Revenues**

	Actual 2020-21	Actual 2021-22	Estimate 2021-22	Adopted 2021-22	Proposed 2022-23	% Change	Adjustments
Grants/ Transfers/Other							
100-00-14950-0000000 MEDC Contributions	\$52,677	\$50,417	\$55,000	\$55,000	\$55,000	0.0%	_____
100-00-14960-0000000 Court Security Contributions	\$2,500	\$2,425	\$2,500	\$2,500	\$1,500	-40.0%	_____
100-00-14970-0000000 Grant Contributions	\$5,798	\$0	\$0	\$0	\$0	0.0%	_____
Subtotal	\$60,975	\$52,842	\$57,500	\$57,500	\$56,500	-1.7%	
Total Income	\$5,279,498	\$5,059,570	\$5,687,021	\$5,406,080	\$5,822,792	7.7%	

**City of Montgomery
Fiscal Year 2022-23
Proposed Budget**

**General Fund Admin Class
Statement of Expenditures**

	Actual 2020-21	Actual 2021-22	Estimate 2021-22	Adopted 2021-22	Proposed 2022-23	% Change	Adjustments
Ordinary Expense							
Personnel							
100-10-16002-0000000	Health Insurance	\$22,939	\$38,109	\$41,573	\$45,000	\$74,984	66.6%
100-10-16003-0000000	Unemployment Insurance	\$54	\$121	\$132	\$1,000	\$1,108	10.8%
100-10-16004-0000000	Workers Comp.	\$3,044	\$3,736	\$4,076	\$3,500	\$3,878	10.8%
100-10-16005-0000000	Dental Insurance	\$2,638	\$3,685	\$4,020	\$4,500	\$5,040	12.0%
100-10-16006-0000000	Life & AD&D Insurance	\$308	\$257	\$280	\$700	\$784	12.0%
100-10-16008-0000000	Payroll Taxes	\$38,483	\$37,057	\$40,426	\$35,000	\$50,000	42.9%
100-10-16009-0000000	Wages	\$378,026	\$509,173	\$555,461	\$465,500	\$500,000	7.4%
100-10-16010-0000000	Overtime	\$553	\$7,053	\$7,694	\$1,000	\$1,200	20.0%
100-10-16011-0000000	Employee Assistance Program	\$413	\$0	\$0	\$500	\$500	0.0%
100-10-16012-0000000	Retirement	\$36,589	\$47,552	\$51,875	\$45,000	\$53,500	18.9%
100-10-16013-0000000	MASA	-\$364	\$98	\$107	\$400	\$400	0.0%
100-10-16014-0000000	COLA	\$0	\$0	\$8,961	\$8,961	\$0	-100.0%
100-10-16015-0000000	Dependent Coverage	\$0	\$0	\$21,950	\$21,950	\$0	-100.0%
	Total Personnel	\$482,683	\$646,841	\$736,556	\$633,011	\$691,394	9.2%
Communications							
100-10-16101-0000000	Advertising/Promotion Other	\$1,073	\$2,182	\$2,380	\$2,000	\$6,500	225.0%
100-10-16102-0000000	Legal Notices and Publication	\$3,227	\$4,319	\$4,712	\$5,000	\$2,500	-50.0%
100-10-16103-0000000	Recording Fees	\$617	\$0	\$0	\$2,500	\$2,000	-20.0%
100-10-16104-0000000	Community Relations	\$493	\$1,440	\$1,571	\$4,000	\$4,000	0.0%
100-10-16105-0000000	Records Codification	\$0	\$975	\$1,064	\$0	\$2,500	100.0%
100-10-16106-0000000	Records Management/Retention	\$0	\$0	\$0	\$0	\$4,000	100.0%
100-10-16107-0000000	Records Requests FOIA Program	\$0	\$0	\$0	\$0	\$5,205	100.0%
100-10-16108-0000000	Vendor Subscriptions	\$0	\$181	\$197	\$0	\$2,000	100.0%
	Total Communications	\$5,410	\$9,097	\$9,924	\$13,500	\$28,705	112.6%
Contract Services							
100-10-16202-0000000	General Consultant Fees	\$8,009	\$13,012	\$14,195	\$20,000	\$25,000	25.0%
100-10-16203-0000000	Sales Tax Tracking	\$16,800	\$14,000	\$15,273	\$8,000	\$16,800	110.0%
100-10-16209-0000000	Records Shredding	\$96	\$654	\$713	\$400	\$600	50.0%
100-10-16210-0000000	Inspections/Permits	\$0	\$233,271	\$254,477	\$195,000	\$195,000	0.0%
100-10-16213-0000000	Legal	\$56,827	\$64,526	\$70,392	\$40,000	\$60,000	50.0%
100-10-16216-0000000	Audit	\$11,859	\$32,774	\$32,774	\$25,000	\$26,000	4.0%
100-10-16217-0000000	Engineering	\$2,250	\$0	\$0	\$2,000	\$0	-100.0%
100-10-16223-0000000	Accounting	\$53,736	\$58,520	\$63,840	\$35,000	\$15,000	-57.1%
100-10-16224-0000000	Repairs and Maintenance	\$0	\$0	\$0	\$1,000	\$1,000	0.0%
100-10-16239-0000000	Printing and Office Supplies	\$4,408	\$4,960	\$5,411	\$5,000	\$9,000	80.0%
100-10-16241-0000000	Computers/Website	\$690	\$2,558	\$2,791	\$2,500	\$2,500	0.0%
100-10-16242-0000000	Postage and Delivery	\$985	\$1,365	\$1,489	\$2,000	\$3,000	50.0%
100-10-16243-0000000	Telephone	\$8,676	\$6,538	\$7,132	\$12,000	\$12,000	0.0%
100-10-16244-0000000	Tax Assessor Fee	\$10,080	\$7,292	\$7,955	\$10,000	\$10,000	0.0%
100-10-16245-0000000	Election	\$22,752	\$15,184	\$16,564	\$14,500	\$16,000	10.3%
100-10-16249-0000000	Computer Technology	\$54,744	\$24,383	\$26,600	\$19,500	\$29,700	52.3%
100-10-16252-0000000	Code Enforcement	\$0	\$3,538	\$3,860	\$30,000	\$0	-100.0%
100-10-16254-0000000	Software Upgrades	\$0	\$69,515	\$75,835	\$78,500	\$25,000	-68.2%
100-10-16915-0000000	Laser Fiche Software Equip	\$7,133	\$7,133	\$7,781	\$7,200	\$14,000	94.4%
	Contract Services	\$259,044	\$559,223	\$607,082	\$507,600	\$460,600	-9.3%

**City of Montgomery
Fiscal Year 2022-23
Proposed Budget**

**General Fund Admin Class
Statement of Expenditures**

		Actual 2020-21	Actual 2021-22	Estimate 2021-22	Adopted 2021-22	Proposed 2022-23	% Change	Adjustments
Supplies and Equipment								
100-10-16404-0000000	Copier/Fax	\$9,729	\$8,686	\$9,476	\$10,000	\$11,000	10.0%	
100-10-16405-0000000	Operating Supplies	\$1,180	\$2,436	\$2,657	\$4,000	\$0	-100.0%	
100-10-16417-0000000	Capital Pur. Furniture	\$2,048	\$902	\$984	\$1,500	\$1,000	-33.3%	
	Supplies and Equipment	\$12,958	\$12,024	\$13,117	\$15,500	\$12,000	-22.6%	
Staff Development								
100-10-16501-0000000	Education	\$0	\$0	\$0	\$0	\$0	0.0%	
100-10-16502-0000000	Dues/ Subscriptions	\$1,944	\$1,872	\$2,042	\$5,000	\$3,500	-30.0%	
100-10-16503-0000000	Travel and Training - Staff	\$7,590	\$9,898	\$10,798	\$10,000	\$10,000	0.0%	
100-10-16504-0000000	Travel and Training - Council	\$1,354	\$4,787	\$5,222	\$5,000	\$5,000	0.0%	
	Staff Development	\$10,888	\$16,557	\$18,062	\$20,000	\$18,500	-7.5%	
Insurance								
100-10-16701-0000000	Liability Insurance	\$6,704	\$5,601	\$6,110	\$7,000	\$7,756	10.8%	
100-10-16702-0000000	Property Insurance	\$4,425	\$4,790	\$5,225	\$5,300	\$5,872	10.8%	
100-10-16703-0000000	Insurance Bond	\$170	\$0	\$0	\$500	\$500	0.0%	
	Insurance	\$11,299	\$10,391	\$11,336	\$12,800	\$14,128	10.4%	
Capital Outlay								
100-10-16918-0000000	Cap Outlay-Misc	\$782,566	\$0	\$0	\$0	\$0	0.0%	
100-10-16923-0000000	General Improvements	\$0	\$344	\$375	\$0	\$0	0.0%	
	Capital Outlay	\$782,566	\$344	\$375	\$0	\$0	0%	
Miscellaneous								
100-10-17001-0000000	Miscellaneous - Admin	\$12,158	\$27,148	\$28,648	\$1,000	\$1,000	0.0%	
100-10-17004-0000000	Tsf to CPF - Infr Inv (43949.3)	\$215,194	\$0	\$0	\$349,809	\$26,100	-92.5%	
100-10-17007-0000000	Tsf to CPF - Mob Inv (43949.4)	\$10,000	\$0	\$0	\$0	\$0	0.0%	
100-10-17020-0000000	Employee Appreciation	\$0	\$0	\$0	\$0	\$10,000	100.0%	
100-10-17180-0000000	Adams Park Lease	\$5,277	\$7,942	\$7,942	\$8,000	\$0	-100.0%	
100-17-17153-0000000	Transfer to CPF	\$15,000	\$0	\$0	\$0	\$0	0.0%	
100-17-17190-0000000	HOME Grant Expense	\$453,000	\$0	\$0	\$0	\$0	0.0%	
100-17-17000-0000000	Miscellaneous	\$5,640	\$0	\$0	\$0	\$0	0.0%	
	Total Miscellaneous	\$716,269	\$35,090	\$36,590	\$358,809	\$37,100	-89.7%	
Sales Tax Rebatement								
100-10-17310-KROGER0	Sales Tax Rebatement	\$206,925	\$229,167	\$250,000	\$250,000	\$250,000	0.0%	
100-10-17320-380AGRO	380 Ad Valorem Tax Rebate	\$113,763	\$105,417	\$115,000	\$115,000	\$140,300	22.0%	
100-10-17330-0000000	PID Prop Tax Reimbursement	\$38,364	\$38,364	\$38,364	\$38,815	\$0	-100.0%	
	Total Sales Tax Rebatement	\$359,052	\$372,948	\$403,364	\$403,815	\$390,300	-3.3%	
Total Expense		\$2,640,171	\$1,662,515	\$1,836,406	\$1,965,035	\$1,652,727	-15.9%	

**City of Montgomery
Fiscal Year 2022-23
Proposed Budget**

**General Fund Police Class
Statement of Expenditures**

	Actual	Actual	Estimate	Adopted	Proposed	%	
	2020-21	2021-22	2021-22	2021-22	2022-23	Change	Adjustments
Ordinary Expense							
Personnel							
100-11-16002-0000000 Health Insurance	\$107,623	\$121,128	\$132,140	\$123,000	\$193,592	57.4%	_____
100-11-16003-0000000 Unemployment Insurance	\$126	\$278	\$303	\$2,260	\$2,504	10.8%	_____
100-11-16004-0000000 Workers Comp.	\$23,982	\$21,432	\$23,380	\$27,000	\$29,916	10.8%	_____
100-11-16005-0000000 Dental Insurance	\$8,099	\$10,479	\$11,432	\$12,000	\$13,440	12.0%	_____
100-11-16006-0000000 Life & AD&D Insurance	\$919	\$1,234	\$1,346	\$4,200	\$4,704	12.0%	_____
100-11-16008-0000000 Payroll Taxes	\$83,801	\$77,726	\$84,792	\$105,000	\$125,000	19.0%	_____
100-11-16009-0000000 Wages	\$944,696	\$1,069,630	\$1,166,869	\$965,000	\$1,304,000	35.1%	_____
100-11-16010-0000000 Overtime	\$52,417	\$64,273	\$70,116	\$50,000	\$50,000	0.0%	_____
100-11-16011-0000000 Employee Assistance Program	\$1,035	\$0	\$0	\$1,050	\$1,020	-2.9%	_____
100-11-16012-0000000 Retirement	\$83,286	\$101,202	\$110,402	\$90,000	\$134,500	49.4%	_____
100-11-16013-0000000 MASA	\$658	\$300	\$327	\$850	\$850	0.0%	_____
100-11-16014-0000000 COLA	\$0	\$0	\$18,850	\$18,850	\$0	-100.0%	_____
100-11-16015-0000000 Dependent Coverage	\$0	\$0	\$49,850	\$49,850	\$0	-100.0%	_____
Personnel	\$1,306,643	\$1,467,682	\$1,669,808	\$1,449,060	\$1,859,526	28.3%	
Communications							
100-11-16104-0000000 Community Relations	\$5,506	\$7,787	\$8,495	\$5,500	\$6,000	9.1%	_____
Communications	\$5,506	\$7,787	\$8,495	\$5,500	\$6,000	9.1%	
Contract Services							
Repairs and Maintenance							
100-11-16207-0000000 Prosecutors Fees	\$13,050	\$0	\$0	\$0	\$0	0.0%	_____
100-11-16209-0000000 Records Shredding	\$93	\$286	\$312	\$500	\$500	0.0%	_____
100-11-16213-0000000 Legal Fees	\$0	\$0	\$0	\$0	\$0	0.0%	_____
100-11-16224-0000000 Repairs and Maintenance Other	\$0	\$0	\$0	\$0	\$0	0.0%	_____
100-11-16226-0000000 Maint-Vehicles & Equip	\$0	\$26	\$28	\$0	\$0	0.0%	_____
100-11-16227-0000000 Gas/Oil	\$36,370	\$49,546	\$54,050	\$40,000	\$45,000	12.5%	_____
100-11-16229-0000000 Auto Repairs	\$24,161	\$29,989	\$32,715	\$27,000	\$30,000	11.1%	_____
100-11-16230-0000000 Equipment Repairs	\$300	\$2,164	\$2,361	\$5,000	\$5,000	0.0%	_____
100-11-16231-0000000 Bldg Repairs-City Hall/Comm	\$0	\$0	\$0	\$0	\$0	0.0%	_____
Repairs and Maintenance	\$73,975	\$82,011	\$89,467	\$72,500	\$80,500	11.0%	
100-11-16239-0000000 Printing/ Office Supplies	\$3,086	\$2,822	\$3,079	\$4,000	\$4,000	0.0%	_____
100-11-16240-0000000 COVID-19 Supplies	\$0	\$0	\$0	\$0	\$0	0.0%	_____
100-11-16241-0000000 Computers/Website	\$690	\$10,717	\$11,691	\$8,000	\$6,500	-18.8%	_____
100-11-16242-0000000 Postage/ Delivery	\$626	\$522	\$569	\$500	\$500	0.0%	_____
100-11-16243-0000000 Telephone	\$10,025	\$9,134	\$9,964	\$10,000	\$10,000	0.0%	_____
100-11-16247-0000000 Mobile Data Terminal	\$7,098	\$8,482	\$9,253	\$12,000	\$14,000	16.7%	_____
100-11-16249-0000000 Computer/Technology	\$61,232	\$35,442	\$38,664	\$10,000	\$40,000	300.0%	_____
100-11-16250-0000000 COVID-19 Computer Tech	\$0	\$0	\$0	\$0	\$0	0.0%	_____
Contract Services	\$156,732	\$149,130	\$162,687	\$117,000	\$155,500	32.9%	

**City of Montgomery
Fiscal Year 2022-23
Proposed Budget**

	Actual	Actual	Estimate	Adopted	Proposed	%	
	2020-21	2021-22	2021-22	2021-22	2022-23	Change	Adjustments
Supplies and Equipment							
100-11-16401-0000000	Radio Fees	\$3,780	\$4,080	\$4,451	\$5,200	\$6,500	25.0%
100-11-16402-0000000	Uniforms&Safety Equip	\$8,969	\$10,215	\$11,144	\$9,000	\$10,000	11.1%
100-11-16403-0000000	Protective Gear	\$2,471	\$5,062	\$5,522	\$7,000	\$8,000	14.3%
100-11-16404-0000000	Copier/Fax	\$6,201	\$5,333	\$5,818	\$5,500	\$6,000	9.1%
100-11-16405-0000000	Operating Supplies	\$11,393	\$7,792	\$8,500	\$7,000	\$7,000	0.0%
100-11-16411-0000000	Tools, Etc	\$153	\$245	\$267	\$300	\$300	0.0%
100-11-16415-0000000	Emergency Equipment	\$10,806	\$11,770	\$12,840	\$15,000	\$18,800	25.3%
100-11-16416-0000000	Radios	\$0	\$1,170	\$1,276	\$21,902	\$18,000	-17.8%
100-11-14617-0000000	Capital Purchase Furniture	\$1,110	\$0	\$0	\$1,500	\$2,000	33.3%
	Supplies and Equipment	\$44,882	\$45,667	\$49,819	\$72,402	\$76,600	5.8%
Staff Development							
100-11-16502-0000000	Dues/ Subscriptions	\$2,153	\$1,069	\$1,166	\$2,500	\$2,500	0.0%
100-11-16503-0000000	Travel and Training	\$27,599	\$24,769	\$27,021	\$21,000	\$25,000	19.0%
	Staff Development	\$29,753	\$25,838	\$28,187	\$23,500	\$27,500	17.0%
Insurance							
100-11-16701-0000000	Liability Insurance	\$20,577	\$20,458	\$22,318	\$17,000	\$18,836	10.8%
100-11-16702-0000000	Property Insurance	\$4,369	\$4,587	\$5,004	\$5,000	\$5,540	10.8%
	Subtotal Insurance	\$24,946	\$25,045	\$27,322	\$22,000	\$24,376	10.8%
Capital Outlay							
100-11-16906-0000000	Capital Outlay - Police Cars	\$0	\$151,868	\$151,868	\$40,000	\$0	-100.0%
100-11-16907-0000000	Emergency Lights, Decals	\$4,980	\$6,952	\$7,584	\$7,500	\$7,500	0.0%
100-11-16910-0000000	Tsf To CPF - Vehicle Rep.	\$0	\$4,709	\$5,137	\$15,000	\$15,000	0.0%
100-11-16911-0000000	Computers/Equipment	\$2,881	\$6,133	\$6,691	\$18,000	\$20,000	11.1%
100-11-16912-0000000	Copsync	\$13,852	\$1,198	\$1,307	\$7,000	\$8,500	21.4%
100-11-16913-0000000	Radar	\$3,840	\$7,097	\$7,742	\$12,500	\$8,000	-36.0%
100-11-16916-0000000	Investigative and Testing Equip	\$4,613	\$7,011	\$7,648	\$6,500	\$10,000	53.8%
100-11-16917-0000000	Ballistic Helmets and Shields	\$4,233	\$7,499	\$8,181	\$14,000	\$10,500	-25.0%
100-11-16918-0000000	Capital Outlay - Misc.	\$5,275	\$0	\$0	\$0	\$0	0.0%
100-11-16919-0000000	Patrol Weapons	\$10,139	\$12,360	\$13,484	\$12,000	\$20,200	68.3%
100-11-16920-0000000	Traffic Equipment	\$0	\$47,397	\$51,706	\$27,000	\$25,000	-7.4%
100-11-16921-0000000	Office Maintenance	\$4,005	\$10,079	\$10,995	\$11,800	\$11,800	0.0%
	Capital Outlay	\$53,818	\$262,303	\$272,343	\$171,300	\$136,500	-20.3%
Other/ Miscellaneous							
100-11-17001-0000000	Miscellaneous	\$3,988	\$2,197	\$2,397	\$2,500	\$0	-100.0%
100-11-17003-0000000	National Night Out	\$514	\$0	\$0	\$0	\$0	0.0%
	Miscellaneous/Other	\$4,502	\$2,197	\$2,397	\$2,500	\$0	100.0%
Total Expense							
		\$1,626,783	\$1,985,649	\$2,221,057	\$1,863,262	\$2,286,002	22.7%

**City of Montgomery
Fiscal Year 2022-23
Proposed Budget**

**General Fund Court Class
Statement of Expenditures**

		Actual	Actual	Estimate	Adopted	Proposed	%	
		2020-21	2021-22	2021-22	2021-22	2022-23	Change	Adjustments
Ordinary Expense								
Personnel								
100-13-16002-0000000	Health Insurance	\$14,734	\$19,166	\$20,908	\$25,500	\$44,632	75.0%	_____
100-13-16003-0000000	Unemployment Insurance	\$27	\$55	\$60	\$500	\$600	20.0%	_____
100-13-16004-0000000	Workers Comp.	\$2,481	\$2,075	\$2,264	\$1,800	\$2,500	38.9%	_____
100-13-16005-0000000	Dental & Vision Insurance	\$1,119	\$1,546	\$1,687	\$2,000	\$3,000	50.0%	_____
100-13-16006-0000000	Life & AD&D Insurance	\$94	\$37	\$41	\$200	\$250	25.0%	_____
100-13-16007-0000000	Crime Insurance	\$489	\$448	\$489	\$600	\$700	16.7%	_____
100-13-16008-0000000	Payroll Taxes	\$12,682	\$11,547	\$12,597	\$14,500	\$18,000	24.1%	_____
100-13-16009-0000000	Wages	\$135,923	\$166,966	\$182,145	\$162,300	\$197,000	21.4%	_____
100-13-16010-0000000	Overtime	\$2,262	\$1,621	\$1,768	\$3,750	\$5,000	33.3%	_____
100-13-16011-0000000	Employee Assistance Program	\$138	\$0	\$0	\$150	\$150	0.0%	_____
100-13-16012-0000000	Retirement	\$14,620	\$14,523	\$15,843	\$17,850	\$20,500	14.8%	_____
100-13-16013-0000000	MASA	-\$161	\$120	\$131	\$350	\$350	0.0%	_____
100-13-16014-0000000	COLA	\$0	\$0	\$2,696	\$2,696	\$0	-100.0%	_____
100-13-16015-0000000	Dependent Insurance	\$0	\$0	\$14,350	\$14,350	\$0	-100.0%	_____
	Personnel	\$184,406	\$218,104	\$254,978	\$246,546	\$292,682	18.7%	
Communications								
100-13-16104-0000000	Community Relations	\$0	\$0	\$0	\$400	\$400	0.0%	_____
	Communications	\$0	\$0	\$0	\$400	\$400	0.0%	
Contract Services								
100-13-16202-0000000	General Consultant Fees	\$6,693	\$4,236	\$4,621	\$8,000	\$7,500	-6.3%	_____
100-13-16205-0000000	Omni Expense	\$2,412	\$1,272	\$1,388	\$2,500	\$2,000	-20.0%	_____
100-13-16207-0000000	Prosecutor Fees	\$0	\$10,350	\$11,291	\$14,000	\$14,000	0.0%	_____
100-13-16209-0000000	Record Shredding	\$93	\$196	\$214	\$200	\$250	25.0%	_____
100-13-16211-0000000	Judge's Fee	\$12,000	\$12,000	\$13,091	\$12,000	\$12,000	0.0%	_____
100-13-16222-0000000	Collection Agent	\$21,866	\$14,570	\$15,895	\$15,000	\$15,000	0.0%	_____
100-13-16239-0000000	Printing/ Office Supplies	\$969	\$2,534	\$2,764	\$1,000	\$1,400	40.0%	_____
100-13-16241-0000000	Computers/Website	\$1,890	\$4,874	\$5,317	\$5,500	\$4,500	-18.2%	_____
100-13-16242-0000000	Postage/ Delivery	\$2,143	\$1,951	\$2,128	\$2,000	\$2,300	15.0%	_____
100-13-16243-0000000	Telephone	\$3,910	\$1,372	\$1,497	\$4,000	\$4,000	0.0%	_____
100-13-16249-0000000	Computer/Technology	\$12,532	\$9,245	\$10,085	\$5,000	\$13,000	160.0%	_____

**City of Montgomery
Fiscal Year 2022-23
Proposed Budget**

General Fund Court Class Statement of Expenditures		Actual 2020-21	Actual 2021-22	Estimate 2021-22	Adopted 2021-22	Proposed 2022-23	% Change	Adjustments
100-13-16251-0000000	State Portion of Fines	\$153,483	\$88,205	\$126,224	\$160,000	\$130,000	-18.8%	
	Contract Services	\$217,991	\$150,805	\$194,515	\$229,200	\$205,950	-10.1%	
Supplies and Equipment								
100-13-16402-0000000	Uniforms & Protective Gear	\$172	\$0	\$0	\$100	\$100	0.0%	
100-13-16404-0000000	Copier/Fax Machine	\$8,615	\$7,669	\$8,366	\$8,800	\$8,800	0.0%	
100-13-16405-0000000	Operating Supplies	\$1,011	\$209	\$228	\$2,500	\$2,500	0.0%	
100-13-16417-0000000	Capital Purchase Furniture	\$0	0	\$0	\$500	\$3,000	500.0%	
100-17-16400-0000000	Supplies and Equipment - Other	\$0	\$0	\$0	\$500	\$0	-100.0%	
	Supplies and Equipment	\$9,798	\$7,878	\$8,594	\$12,400	\$14,400	16.1%	
Staff Development								
100-13-16502-0000000	Dues/ Subscriptions	\$201	\$45	\$49	\$750	\$500	-33.3%	
100-13-16503-0000000	Travel and Training - Staff	\$445	\$385	\$420	\$6,500	\$2,000	-69.2%	
	Staff Development	\$646	\$430	\$469	\$7,250	\$2,500	-65.5%	
Insurance								
100-13-16701-0000000	Liability Insurance	\$0	\$0	\$0	\$50	\$60	20.0%	
100-13-16702-0000000	Property Insurance	\$0	\$0	\$0	\$1,170	\$1,300	11.1%	
	Insurance	\$0	\$0	\$0	\$1,220	\$1,360	11.5%	
Capital Outlay								
100-13-16911-0000000	Computers/Equipment	\$0	\$0	\$0	\$0	\$0	0.0%	
	Capital Outlay	\$0	\$0	\$0	\$0	\$0	0.0%	
Miscellaneous								
100-13-17001-0000000	Misc Expense - Other	\$0	\$44	\$44	\$1,000	\$100	-90.0%	
		\$0	\$44	\$44	\$1,000	\$100	-90.0%	
Total Expense		\$412,841	\$377,261	\$458,600	\$498,016	\$517,392	3.9%	

**City of Montgomery
Fiscal Year 2022-23
Proposed Budget**

General Fund Public Works Class

Statement of Expenses

	Actual 2020-21	Actual 2021-22	Estimate 2021-22	Adopted 2021-22	Proposed 2022-23	% Change	Adjustments
Ordinary Expense							
Personnel							
100-12-16002-0000000 Health Insurance	\$13,124	\$17,946	\$19,577	\$23,000	\$38,000	65.2%	_____
100-12-16003-0000000 Unemployment Insurance	\$68	\$132	\$144	\$400	\$550	37.5%	_____
100-12-16004-0000000 Workers Comp.	\$6,410	\$6,506	\$7,097	\$6,000	\$8,000	33.3%	_____
100-12-16005-0000000 Dental/Vision Insurance	\$1,185	\$1,550	\$1,691	\$1,800	\$3,000	66.7%	_____
100-12-16006-0000000 Life & AD&D Insurance	-\$308	\$47	\$51	\$300	\$400	33.3%	_____
100-12-16008-0000000 Payroll Taxes	\$12,576	\$12,025	\$13,118	\$12,900	\$16,500	27.9%	_____
100-12-16009-0000000 Wages	\$137,646	\$158,403	\$172,803	\$155,800	\$206,000	32.2%	_____
100-12-16010-0000000 Overtime	\$1,942	\$3,517	\$3,837	\$2,000	\$5,500	175.0%	_____
100-12-16011-0000000 Employee Assistance Program	\$414	\$0	\$0	\$500	\$500	0.0%	_____
100-12-16012-0000000 Retirement	\$10,190	\$13,200	\$14,400	\$10,915	\$22,000	101.6%	_____
100-12-16013-0000000 MASA	\$0	\$30	\$33	\$0	\$168	0.0%	_____
100-12-16014-0000000 COLA	\$0	\$0	\$2,806	\$2,806	\$0	-100.0%	_____
100-12-16015-0000000 Dependent Coverage	\$0	\$0	\$5,400	\$5,400	\$0	-100.0%	_____
Personnel	\$183,246	\$213,356	\$240,958	\$221,821	\$300,618	35.5%	
Communications							
100-12-16101-0000000 Advertising/Promotion	\$75	\$120	\$131	\$500	\$500	0.0%	_____
100-12-16102-0000000 Legal Notices & Publications	\$0	\$0	\$0	\$1,500	\$1,500	0.0%	_____
100-12-16104-0000000 Community Relations	\$323	\$0	\$0	\$1,000	\$1,000	0.0%	_____
Communications	\$398	\$120	\$131	\$3,000	\$3,000	0.0%	
Contract Services							
100-12-16202-0000000 General Consultant Fees	\$0	\$54	\$59	\$0	\$0	0.0%	_____
100-12-16206-0000000 General Park Maintenance	\$0	\$31	\$34	\$0	\$0	0.0%	_____
100-12-16208-0000000 Mowing	\$98,450	\$93,721	\$102,241	\$116,000	\$127,600	10.0%	_____
100-12-16209-0000000 Record Shredding	\$56	\$0	\$0	\$150	\$150	0.0%	_____
100-12-16210-0000000 Inspections/ Permits	\$127,722	\$0	\$0	\$0	\$0	0.0%	_____
100-12-16213-0000000 Legal	\$0	\$0	\$0	\$2,500	\$2,500	0.0%	_____
100-12-16217-0000000 Engineering	\$115,772	\$103,935	\$113,384	\$85,000	\$107,000	25.9%	_____
100-12-16224-0000000 City Hall Cleaning	\$9,300	\$12,651	\$13,801	\$9,300	\$14,900	60.2%	_____
100-12-16225-0000000 Downtown Repairs	\$2,007	\$236	\$257	\$1,500	\$1,500	0.0%	_____
100-12-16226-0000000 Maintenance -Vehicles & Equip	\$1,829	\$1,322	\$1,442	\$3,000	\$3,000	0.0%	_____
100-12-16227-0000000 Gas/Oil	\$5,606	\$8,910	\$9,720	\$7,750	\$14,000	80.6%	_____
100-12-16229-0000000 Auto Repairs	\$4,675	\$5,209	\$5,683	\$5,000	\$5,500	10.0%	_____
100-12-16230-0000000 Equipment Repairs	\$2,567	\$1,659	\$1,810	\$5,500	\$6,000	9.1%	_____
100-12-16231-0000000 Building Repairs-City Hall/Commr	\$15,562	\$11,938	\$13,023	\$18,000	\$19,800	10.0%	_____
100-12-16232-0000000 Street Repairs	\$5,038	\$879	\$959	\$20,000	\$20,000	0.0%	_____
100-12-16233-0000000 Streets-Preventive Maint	\$6,430	\$5,930	\$6,469	\$7,000	\$7,700	10.0%	_____

City of Montgomery
Fiscal Year 2022-23
Proposed Budget

	Actual	Actual	Estimate	Adopted	Proposed	%	
	2020-21	2021-22	2021-22	2021-22	2022-23	Change	Adjustments
100-12-16234-0000000 City Hall Cleaning - COVID 19	\$3,450	\$700	\$700	\$2,000	\$0	-100.0%	
100-12-16237-0000000 Mosquito Spraying	\$4,785	\$4,025	\$4,391	\$5,500	\$6,000	9.1%	
100-12-16238-0000000 Street Signs	\$1,181	\$3,902	\$4,257	\$3,000	\$3,300	10.0%	
100-12-16239-0000000 Printing and Office Supplies	\$476	\$1,173	\$1,280	\$1,200	\$1,000	-16.7%	
100-12-16241-0000000 City Website	\$690	\$58	\$63	\$750	\$750	0.0%	
100-12-16242-0000000 Postage/ Delivery	\$363	\$374	\$408	\$750	\$750	0.0%	
100-12-16243-0000000 Telephone	\$7,257	\$6,465	\$7,053	\$8,400	\$8,400	0.0%	
100-12-16249-0000000 Computer Technology	\$15,875	\$17,532	\$19,126	\$18,000	\$10,500	-41.7%	
100-12-16255-0000000 Bldg Repairs - Comm Center	\$0	\$41	\$45	\$0	\$0	0.0%	
100-12-16256-0000000 Bldg Repairs - 213 Prairie	\$0	\$40	\$44	\$0	\$0	0.0%	
Total Contract Services	\$429,091	\$280,785	\$306,247	\$320,300	\$360,350	12.5%	
Supplies and Equipment							
100-12-16402-0000000 Uniforms/ Safety Equip	\$3,441	\$3,180	\$3,469	\$3,900	\$4,700	20.5%	
100-12-16404-0000000 Copier/Fax Machine Lease	\$0	\$0	\$0	\$0	\$0	0.0%	
100-12-16405-0000000 Operating Supplies	\$9,408	\$7,614	\$8,306	\$9,000	\$9,900	10.0%	
100-12-16406-0000000 Streets and drainage	\$656	\$57	\$62	\$3,500	\$3,500	0.0%	
100-12-16407-0000000 Cedar Brake Park	\$304	\$977	\$1,066	\$6,500	\$6,500	0.0%	
100-12-16408-0000000 Homecoming Park	\$162	\$961	\$1,048	\$2,000	\$2,000	0.0%	
100-12-16409-0000000 Fernland Park	\$416	\$1,387	\$1,513	\$2,750	\$2,750	0.0%	
100-12-16410-0000000 Community Building	\$238	\$423	\$462	\$2,000	\$2,000	0.0%	
100-12-16411-0000000 Tools, Etc	\$1,477	\$1,610	\$1,756	\$2,750	\$3,025	10.0%	
100-12-16412-0000000 Memory Park	\$160	\$283	\$309	\$2,000	\$2,000	0.0%	
100-12-16413-0000000 Culvert Expense	\$2,652	\$2,052	\$2,239	\$3,000	\$3,000	0.0%	
100-12-16414-0000000 Code Enforcement Expense	\$0	\$0	\$0	\$1,000	\$0	-100.0%	
Supplies and Equipment	\$18,916	\$18,544	\$20,230	\$38,400	\$39,375	2.5%	
Staff Development							
100-12-16501-0000000 Training & Education	\$0	\$5	\$5	\$0	\$0	0.0%	
100-12-16502-0000000 Dues/ Subscriptions	\$1,048	\$1,703	\$1,858	\$2,000	\$2,000	0.0%	
100-12-16503-0000000 Travel and Training - Staff	\$160	\$3,420	\$3,731	\$5,000	\$5,000	0.0%	
100-17-16500-0000000 Staff Development Other	\$0	\$0	\$0	\$100	\$100	0.0%	
Staff Development	\$1,208	\$5,123	\$5,589	\$7,100	\$7,100	0.0%	
Maintenance							
100-12-16601-0000000 Memory Park Maintenance	\$4,777	\$2,375	\$2,591	\$25,000	\$24,500	-2.0%	
100-12-16602-0000000 Fernland Park Maintenance	\$2,525	\$36,432	\$39,744	\$20,000	\$69,500	247.5%	
100-12-16603-0000000 Cedar Brake Park Maintenance	\$8,529	\$40,992	\$44,719	\$25,000	\$24,500	-2.0%	
100-12-16604-0000000 Homecoming Park Maintenance	\$2,416	\$10,507	\$11,462	\$20,000	\$19,500	-2.5%	
Park Maintenance	\$18,247	\$90,306	\$98,516	\$90,000	\$138,000	53.3%	

**City of Montgomery
Fiscal Year 2022-23
Proposed Budget**

	Actual 2020-21	Actual 2021-22	Estimate 2021-22	Adopted 2021-22	Proposed 2022-23	% Change	Adjustments
Insurance							
100-12-16701-0000000 Liability Insurance	\$2,333	\$1,960	\$2,138	\$2,400	\$2,700	12.5%	
100-12-16702-0000000 Property Insurance	\$936	\$983	\$1,072	\$1,340	\$1,500	11.9%	
Insurance	\$3,269	\$2,943	\$3,211	\$3,740	\$4,200	12.3%	
Utilities							
100-12-16803-0000000 Electronic Sign-City	\$746	\$1,052	\$1,148	\$1,000	\$1,500	50.0%	
100-12-16804-0000000 Street Lights	\$13,093	\$11,249	\$12,272	\$12,000	\$13,200	10.0%	
100-12-16805-0000000 Downtown Utilities	\$1,354	\$1,192	\$1,300	\$1,200	\$1,320	10.0%	
100-12-16806-0000000 Cedar Brake Park	\$1,762	\$1,786	\$1,948	\$2,200	\$2,420	10.0%	
100-12-16807-0000000 Homecoming Park	\$1,428	\$1,320	\$1,440	\$1,500	\$1,650	10.0%	
100-12-16808-0000000 Fernland Park	\$5,412	\$5,374	\$5,863	\$5,800	\$6,380	10.0%	
100-12-16809-0000000 City Hall Utilities	\$13,614	\$12,428	\$13,558	\$13,000	\$14,300	10.0%	
100-12-16811-0000000 Community Center Utilities	\$5,049	\$5,429	\$5,923	\$5,000	\$5,500	10.0%	
100-12-16812-0000000 Memory Park	\$6,217	\$9,152	\$9,984	\$8,000	\$8,000	0.0%	
100-12-16813-0000000 213 Prairie	\$0	\$580	\$633	\$0	\$15,600	100.0%	
Utilities	\$48,675	\$49,562	\$54,068	\$49,700	\$69,870	40.6%	
Capital Outlay							
100-12-16911-0000000 Computers/Equipment	\$35	\$2,306	\$2,516	\$4,000	\$3,000	-25.0%	
100-12-16922-0000000 Public Works Items	\$8,440	\$6,497	\$7,088	\$7,000	\$30,000	328.6%	
100-12-16923-0000000 Improvements	\$9,425	\$122,241	\$133,354	\$100,000	\$150,000	50.0%	
100-12-16924-0000000 Drainage Improvements	\$1,800	\$2,950	\$3,218	\$10,000	\$10,000	0.0%	
Capital Outlay	\$19,700	\$133,994	\$146,175	\$121,000	\$193,000	59.5%	
Miscellaneous							
100-12-17001-0000000 Miscellaneous	\$1,284	\$5,635	\$6,147	\$4,000	\$1,000	-75.0%	
100-12-17150-0000000 Contract Labor-Streets	\$17,984	\$31,546	\$34,414	\$220,000	\$250,000	13.6%	
Miscellaneous/Other	\$19,268	\$37,181	\$40,561	\$224,000	\$251,000	12.1%	
Total Expense	\$742,017	\$831,914	\$915,685	\$1,079,061	\$1,366,513	26.6%	

City of Montgomery
Fiscal Year 2022-23
Proposed Budget Summary

Debt Service Fund

	Actual 2020-21	Actual 2021-22	Estimate 2021-22	Adopted 2021-22	Proposed 2022-23	% Change	Adjustments
Beginning Fund Balance	\$423,794	\$195,630	\$195,630	\$195,630	\$110,437	-43.5%	
Revenues							
500-00-54110-0000000 Ad Valorem Tax	\$378,308	\$493,006	\$494,506	\$485,090	\$474,822	-2.1%	
500-00-54120-0000000 Penalty & Interest	\$7,448	\$1,558	\$1,700	\$5,000	\$3,000	-40.0%	
500-00-54300-0000000 Series 2021 Ref Rev	\$4,495,000	\$0	\$0	\$0	\$0	0.0%	
500-00-54320-0020210 Series 2021 Ref	\$605,566	\$0	\$0	\$0	\$0	0.0%	
500-00-54420-0000000 Interest on Inv	\$179	\$191	\$208	\$0	\$119	0.0%	
Total Revenues	\$5,486,502	\$494,755	\$496,414	\$490,090	\$477,941	-2.5%	
Use of Surplus							
500-00-54500-0000000 Use of Surplus	\$0	\$0	\$0	\$135,660	\$54,258	-60.0%	
Interfund Transfers							
500-00-54220-0000000 Transfer from Util	\$0	\$67,815	\$67,815	\$0	\$424,540	100.0%	
Net Interfund Transfers	\$0	\$67,815	\$67,815	\$0	\$424,540	100.0%	
Expenditures							
500-50-56220-0000000 - Int. Payments	\$75,502	\$218,687	\$218,687	\$193,250	\$254,739	31.8%	
500-50-56230-0000000 Paying Agent Fees	\$1,230	\$490	\$735	\$2,500	\$2,000	-20.0%	
500-50-56240-0020120 Interest Series	\$86,219	\$0	\$0	\$0	\$0	0.0%	
500-50-56250-0000000 Principal Payment	\$455,000	\$430,000	\$430,000	\$430,000	\$700,000	62.8%	
500-50-56310-0000000 Refunding Bond Acct	\$157,687	\$0	\$0	\$0	\$0	0.0%	
500-50-56350-0000000 Refunding -Ser. 2021	\$4,890,557	\$0	\$0	\$0	\$0	0.0%	
500-50-56360-0000000 Purchaser's Discount	\$48,472	\$0	\$0	\$0	\$0	0.0%	
500-50-56100-0000000 Misc Exp	\$0	\$0	\$0	\$0	\$0	0.0%	
Total Expenditures	\$5,714,666	\$649,177	\$649,422	\$625,750	\$956,739	52.9%	
Net Income	-\$228,164	-\$86,607	-\$220,823	\$0	\$0		
Ending Fund Balance*	\$195,630	\$109,023	\$110,437	\$59,970	\$56,179	-6.3%	

City of Montgomery
Fiscal Year 2022-23
Proposed Budget Summary

Water & Sewer Fund
Budget at a Glance

	Actual 2020-21	Actual 2021-22	Estimate 2021-22	Adopted 2021-22	Proposed 2022-23	% Change
Beginning Fund Balance	\$862,191	\$1,959,183	\$1,959,183	\$1,959,183	\$2,595,836	32.5%
Revenues						
Fees for Service	\$2,111,617	\$2,211,594	\$2,412,648	\$2,162,850	\$2,382,900	10.2%
Taxes	\$14,669	\$15,127	\$16,502	\$15,000	\$16,600	10.7%
Groundwater Red. Rev.	\$204,735	\$217,749	\$237,544	\$195,000	\$203,000	4.1%
All Other Revenues	\$1,051,200	\$102,524	\$120,539	\$113,450	\$1,026,778	805.0%
Total Revenues	\$3,382,221	\$2,546,994	\$2,787,233	\$2,486,300	\$3,629,278	46.0%
Use of Surplus Funds	\$0	\$0	\$0	\$0	\$350,000	100.0%
Interfund Transfers						
Use of Surplus Funds	\$0	\$0	\$0	\$0	\$0	0.0%
Transfers Out	\$402,286	\$117,815	\$167,815	\$628,469	\$928,040	47.7%
Net Interfund Transfers	\$402,286	\$117,815	\$167,815	\$628,469	\$928,040	47.7%
Expenditures						
Personnel	\$406,235	\$455,916	\$497,363	\$439,200	\$533,218	21.4%
Contract Services	\$942,766	\$585,582	\$638,817	\$647,100	\$725,800	12.2%
All Other Operating Exp.	\$533,942	\$758,502	\$836,151	\$761,531	\$1,792,220	135.3%
Capital Outlay	\$0	\$9,565	\$10,435	\$10,000	\$0	-100.0%
Total Expenditures	\$1,882,943	\$1,809,565	\$1,982,765	\$1,857,831	\$3,051,238	64.2%
Net Ordinary Income	\$1,096,992	\$619,614	\$636,653	\$0	\$0	
Ending Fund Balance*	\$1,959,183	\$2,578,797	\$2,595,836	\$1,959,183	\$2,245,836	14.6%

**City of Montgomery
Fiscal Year 2022-23
Proposed Budget**

**Water & Sewer Fund
Statement of Revenues**

	Actual 2020-21	Actual 2021-22	Estimate 2021-22	Adopted 2021-22	Proposed 2022-23	% Change	Adjustments
Charges for Service							
300-00-34110-0000000 Water Revenue	\$786,810	\$803,708	\$876,772	\$812,000	\$845,000	4.1%	
300-00-34130-0000000 Lone Star GW Rev	\$8,686	\$9,235	\$10,075	\$8,200	\$8,500	3.7%	
300-00-34140-0000000 Application Fee	\$30	\$2,280	\$2,487	\$0	\$3,000	100.0%	
300-00-34150-0000000 Disconnect Reconnect	\$9,516	\$3,412	\$3,722	\$11,000	\$6,000	-45.5%	
300-00-34160-0000000 Sewer Revenue	\$734,723	\$740,910	\$808,265	\$787,700	\$818,000	3.8%	
300-00-34170-0000000 Tap Fees/ Inspections	\$352,839	\$423,548	\$462,052	\$300,000	\$447,000	49.0%	
300-00-34180-0000000 Grease Trap Inspections	\$20,050	\$21,000	\$22,909	\$19,300	\$20,000	3.6%	
300-00-34190-0000000 Late Fees	\$18,174	\$21,750	\$23,727	\$17,500	\$18,200	4.0%	
300-00-34200-0000000 Returned Check Fee	\$1,721	\$1,404	\$1,532	\$1,150	\$1,200	4.3%	
300-00-34210-0000000 Backflow Testing	\$0	\$0	\$0	\$16,000	\$16,000	0.0%	
300-00-34220-0000000 Solid Waste Revenue	\$179,069	\$184,347	\$201,106	\$190,000	\$200,000	5.3%	
Total Charges for Service	\$2,111,617	\$2,211,594	\$2,412,648	\$2,162,850	\$2,382,900	10.2%	
Taxes							
300-00-34310-0000000 Sales Tax Rev for SW	\$14,669	\$15,127	\$16,502	\$15,000	\$16,600	10.7%	
Total Taxes	\$14,669	\$15,127	\$16,502	\$15,000	\$16,600	10.7%	
300-00-34320-0000000 Groundwater Red Rev	\$204,735	\$217,749	\$237,544	\$195,000	\$203,000	4.1%	
Other Revenue							
300-00-34410-0000000 Impact Fees - Other	\$0	\$83,697	\$100,000	\$100,000	\$1,000,000	900.0%	
300-00-34420-0000000 Impact Fees - Capital Cost	\$7,278	\$0	\$0	\$0	\$0	0.0%	
300-00-34430-0000000 Interest Income	\$454	\$1,065	\$1,162	\$450	\$778	72.9%	
300-00-34440-0000000 Interest Earned on Invest.	\$517	\$4,818	\$5,256	\$500	\$11,000	2100.0%	
300-00-34450-0000000 Meter Box Replacement	\$1,290	\$1,425	\$1,555	\$1,500	\$1,500	0.0%	
300-00-34460-0000000 EndPoint Charge	\$335	\$370	\$404	\$500	\$500	0.0%	
300-00-34470-0000000 Misc Revenue& ETS Rev.	\$9,727	\$9,787	\$10,677	\$10,500	\$11,000	4.8%	
300-00-34530-0000000 Utility Contracts	\$2,032	\$1,362	\$1,486	\$0	\$2,000	100.0%	
300-00-34570-0000000 Transfers In - Capital Proj.	\$1,029,567	\$0	\$0	\$0	\$0	0.0%	
Total Other Revenue	\$1,051,200	\$102,524	\$120,539	\$113,450	\$1,026,778	805.0%	
Subtotal Revenues	\$3,382,221	\$2,546,994	\$2,787,233	\$2,486,300	\$3,629,278	46.0%	
Transfers In							
300-00-34500-0000000 Use of Surplus Funds	\$0	\$0	\$0	\$0	\$350,000	0%	
Total Transfers in	\$0	\$0	\$0	\$0	\$350,000	0%	
Grand Total Revenues	\$3,382,221	\$2,546,994	\$2,787,233	\$2,486,300	\$3,979,278	60.0%	

City of Montgomery
Fiscal Year 2022-23
Proposed Budget

Water & Sewer Fund
Statement of Expenses

	Actual 2020-21	Actual 2021-22	Estimate 2021-22	Adopted 2021-22	Proposed 2022-23	% Change	Adjustments
300-30-36100-0000000	Personnel						
300-30-36101-0000000	\$15,559	\$0	\$0	\$0	\$0	0.0%	
300-30-36102-0000000	\$41,423	\$41,163	\$44,905	\$43,000	\$61,000	41.9%	
300-30-36103-0000000	\$0	\$44	\$48	\$500	\$700	40.0%	
300-30-36104-0000000	\$4,380	\$4,717	\$5,146	\$5,200	\$6,000	15.4%	
300-30-36105-0000000	\$2,920	\$3,353	\$3,658	\$3,200	\$4,200	31.3%	
300-30-36106-0000000	\$801	\$276	\$301	\$1,000	\$1,150	15.0%	
300-30-36107-0000000	\$489	\$448	\$489	\$500	\$500	0.0%	
300-30-36108-0000000	\$23,716	\$29,324	\$31,990	\$24,000	\$40,000	66.7%	
300-30-36109-0000000	\$18,525	\$0	\$0	\$0	\$0	0.0%	
300-30-36110-0000000	\$20,235	\$22,432	\$24,471	\$21,000	\$29,000	38.1%	
300-30-36111-0000000	\$270,666	\$350,438	\$382,296	\$314,000	\$385,000	22.6%	
300-30-36112-0000000	\$1,952	\$3,721	\$4,059	\$5,000	\$5,500	10.0%	
300-30-36113-0000000	\$0	\$0	\$0	\$5,600	\$0	-100.0%	
300-30-36114-0000000	\$0	\$0	\$0	\$16,200	\$0	-100.0%	
300-30-36115-0000000	\$5,571	\$0	\$0	\$0	\$0	0.0%	
300-30-36116-0000000	\$0	\$0	\$0	\$0	\$168	0.0%	
Total Personnel	\$406,235	\$455,916	\$497,363	\$439,200	\$533,218	21.4%	
300-30-36200-0000000	Contract Services						
300-30-36202-0000000	\$29	\$25	\$27	\$10,000	\$10,000	0.0%	
300-30-36203-0000000	\$0	\$0	\$0	\$15,000	\$15,000	0.0%	
300-30-36204-0000000	\$91,012	\$161,859	\$176,573	\$75,000	\$133,000	77.3%	
300-30-36208-0000000	\$51,890	\$94,450	\$103,036	\$115,000	\$126,500	10.0%	
300-30-36209-0000000	\$30,092	\$29,028	\$31,667	\$33,000	\$35,000	6.1%	
300-30-36210-0000000	\$1,945	\$0	\$0	\$16,000	\$16,000	0.0%	
300-30-36211-0000000	\$11,167	\$10,308	\$11,245	\$15,000	\$15,000	0.0%	
300-30-36212-0000000	\$14,705	\$16,629	\$18,141	\$15,000	\$20,000	33.3%	
300-30-36214-0000000	\$27,334	\$38,025	\$41,482	\$34,000	\$41,500	22.1%	
300-30-36215-0000000	\$603	\$690	\$753	\$600	\$1,200	100.0%	
300-30-36216-0000000	\$715	\$395	\$431	\$1,000	\$1,100	10.0%	
300-30-36217-0000000	\$8,899	\$7,778	\$8,485	\$9,500	\$9,500	0.0%	
300-30-36218-0000000	\$81,829	\$33,067	\$36,073	\$75,000	\$75,000	0.0%	
300-30-36221-0000000	\$173,294	\$173,884	\$189,692	\$185,000	\$200,000	8.1%	
300-30-36303-0000000	\$19,440	\$19,114	\$20,852	\$46,000	\$25,000	-45.7%	
300-30-36306-0000000	\$428,694	\$0	\$0	\$0	\$0	0.0%	
300-30-36307-0000000	\$1,118	\$330	\$360	\$2,000	\$2,000	0.0%	
Total Contract Services	\$942,766	\$585,582	\$638,817	\$647,100	\$725,800	12.2%	
300-30-36300-0000000	Communications						
300-30-36302-0000000	\$0	\$0	\$0	\$1,500	\$1,500	0.0%	
Total Communications	\$0	\$0	\$0	\$1,500	\$1,500	0.0%	
300-30-36400-0000000	Supplies & Equipment						
300-30-36400-0000000	\$148	\$174	\$190	\$600	\$1,000	66.7%	
300-30-36401-0000000	\$30,412	\$30,243	\$32,992	\$34,000	\$37,400	10.0%	
300-30-36402-0000000	\$2,135	\$1,414	\$1,543	\$2,000	\$3,000	50.0%	
300-30-36403-0000000	\$53,619	\$74,558	\$81,336	\$80,000	\$80,000	0.0%	

**City of Montgomery
Fiscal Year 2022-23
Proposed Budget**

**Water & Sewer Fund
Statement of Expenses**

		Actual	Actual	Estimate	Adopted	Proposed	%	
		2020-21	2021-22	2021-22	2021-22	2022-23	Change	Adjustments
300-30-36404-0000000	Uniforms	\$3,729	\$2,892	\$3,155	\$4,500	\$4,700	4.4%	
300-30-36406-0000000	Computer Technology	\$11,343	\$8,967	\$9,782	\$28,000	\$24,000	-14.3%	
	Total Supplies & Equipment	\$101,385	\$118,248	\$128,998	\$149,100	\$150,100	0.7%	
300-30-36407-0000000	Groundwater Reduction Exp	\$0	\$0	\$0	\$100	\$100	0.0%	
300-30-36500-0000000	Staff Development							
300-30-36502-0000000	Travel & Training	\$2,364	\$2,446	\$2,668	\$5,500	\$5,500	0.0%	
300-30-36503-0000000	Employee Relations	\$357	\$415	\$453	\$1,000	\$1,000	0.0%	
	Total Staff Development	\$2,721	\$2,861	\$3,121	\$6,500	\$6,500	0.0%	
300-30-36600-0000000	Maintenance							
300-30-36601-0000000	Repairs & Maintenance	\$172,692	\$312,696	\$341,123	\$175,000	\$250,000	42.9%	
300-30-36602-0000000	Vehicle Repair & Maintenance	\$2,035	\$1,590	\$1,735	\$3,000	\$3,000	0.0%	
300-30-36604-0000000	Water & Sewer Items	\$0	\$11,135	\$12,147	\$10,000	\$30,000	200.0%	
300-30-36605-0000000	Gas & Oil	\$4,987	\$8,988	\$9,805	\$7,750	\$14,000	80.6%	
	Total Vehicles & Equipment	\$179,714	\$334,409	\$364,810	\$195,750	\$297,000	51.7%	
300-30-36700-0000000	Insurance Expense							
300-30-36701-0000000	Liability	\$3,453	\$2,825	\$3,082	\$3,800	\$4,250	11.8%	
300-30-36702-0000000	Property	\$28,735	\$28,923	\$31,552	\$30,000	\$33,250	10.8%	
	Total Insurance Expenses	\$32,188	\$31,748	\$34,634	\$33,800	\$37,500	10.9%	
300-30-36800-0000000	Utilities Expense							
300-30-36801-0000000	Gas For Generators	\$1,251	\$1,170	\$1,276	\$1,200	\$1,320	10.0%	
300-30-36802-0000000	Water Plants	\$80,213	\$79,501	\$86,728	\$82,000	\$90,200	10.0%	
300-30-36803-0000000	WWTP	\$44,152	\$30,238	\$32,987	\$60,000	\$66,000	10.0%	
300-30-36804-0000000	Lift Stations	\$17,369	\$15,944	\$17,393	\$20,000	\$22,000	10.0%	
	Total Utilities	\$142,985	\$126,853	\$138,385	\$163,200	\$179,520	10.0%	
300-30-36900-0000000	Capital Outlay - STP Imp.	\$0	\$9,565	\$10,435	\$10,000	\$0	-100.0%	
300-30-37000-0000000	Util Proj-Prev Maint	\$88,945	\$43,396	\$47,341	\$76,581	\$85,000	11.0%	
300-30-37003-0000000	Util Proj-Imp Fees Trf to CP	\$0	\$83,697	\$100,000	\$100,000	\$1,000,000	900.0%	
	Total Util Proj/Prev Maint	\$88,945	\$127,093	\$147,341	\$176,581	\$1,085,000	514.4%	
300-30-37100-0000000	Miscellaneous							
300-30-37101-0000000	Miscellaneous Expenses	-\$46,663	\$137	\$149	\$0	\$0	0.0%	
300-30-37102-0000000	Bank Charges	\$32,668	\$17,153	\$18,713	\$35,000	\$35,000	0.0%	
	Total Miscellaneous	-\$13,995	\$17,290	\$18,862	\$35,000	\$35,000	0.0%	
300-30-37200-0000000	Transfers Out							
300-30-37202-0000000	Transfer out-Debt Service	\$0	\$67,815	\$67,815	\$0	\$424,540	100.0%	
300-30-37205-0000000	Other Expense - Transfer to CP	\$402,286	\$50,000	\$100,000	\$628,469	\$503,500	-19.9%	
	Total Transfers Out	\$402,286	\$117,815	\$167,815	\$628,469	\$928,040	47.7%	
Grand Total Expenditures		\$2,285,229	\$1,927,380	\$2,150,580	\$2,486,300	\$3,979,278	60.0%	

City of Montgomery
Fiscal Year 2022-23
Proposed Budget Summary

Capital Projects Fund

Budget at a Glance

	Actual 2020-21	Actual 2021-22	Estimate 2021-22	Adopted 2021-22	Proposed 2022-23	% Change
Beginning Fund Balance	\$1,830,820	\$1,584,885	\$1,584,885	\$1,584,885	\$1,584,885	0.0%
Revenues						
Proceeds-GLO	\$32,208	\$255,647	\$1,619,437	\$2,280,000	\$660,563	-71.0%
Total Transfers In	\$562,286	\$250,000	\$300,000	\$788,469	\$703,500	-10.8%
CDBG Grant Funds	\$0	\$162,954	\$79,257	\$56,985	\$0	-100.0%
FEMA Grant Revenue	\$0	\$0	\$0	\$0	\$0	0.0%
Other Source Revenue	\$0	\$1,705,191	\$1,805,191	\$100,000	\$2,401,100	2301.1%
Interest	\$97	\$5,203	\$5,676	\$100	\$1,700	1600.0%
Total Revenues	\$594,591	\$2,378,995	\$3,809,561	\$3,225,554	\$3,766,863	16.8%
Use of Surplus Funds	\$0	\$0	\$857,488	\$942,612	\$1,138,900	20.8%
Interfund Transfers						
Transfers In (43947/43949)	\$240,194	\$0	\$0	\$364,809	\$0	-100.0%
Transfers Out	\$0	\$0	\$0	\$0	\$0	0.0%
Net Interfund Transfers	\$240,194	\$0	\$0	\$364,809	\$0	-100.0%
Expenditures						
Grant Administrative Services	\$32,208	\$50,873	\$55,498	\$111,685	\$60,444	-45.9%
Engineering	\$18,945	\$164,623	\$217,243	\$274,000	\$1,458,000	432.1%
Wastewater System	\$0	\$0	\$0	\$0	\$1,130,000	100.0%
Water System Cap Projects	\$0	\$991,827	\$1,539,625	\$1,937,850	\$1,483,669	-23.4%
Roadway Projects	\$0	\$38,426	\$57,639	\$508,000	\$343,000	-32.5%
Const Cost-Contingencies	\$0	\$0	\$0	\$0	\$0	0.0%
Cap Outlay-Fac, Equip, Etc	\$1,029,567	\$1,083,534	\$2,797,044	\$1,701,440	\$430,650	-74.7%
Total Expenditures	\$1,080,720	\$2,329,283	\$4,667,049	\$4,532,975	\$4,905,763	8.2%
Net Income	-\$245,935	\$49,712	\$0	\$0	\$0	
Ending Fund Balance*	\$1,584,885	\$1,634,597	\$1,584,885	\$1,584,885	\$445,985	-71.9%

**City of Montgomery
Fiscal Year 2022-23
Proposed Budget**

**Capital Projects Fund
Statement of Revenues**

	Actual 2020-21	Actual 2021-22	Estimate 2021-22	Adopted 2021-22	Proposed 2022-23	% Change	Adjustments
Sources of Funding							
200-00-24104-0000000 Proceeds GLO	\$32,208	\$255,647	\$1,619,437	\$2,280,000	\$660,563	-71.0%	
Total Proceeds - GLO	\$32,208	\$255,647	\$1,619,437	\$2,280,000	\$660,563	-71.0%	
200-00-24003-0000000 Tr Fm MEDC	\$160,000	\$200,000	\$200,000	\$160,000	\$200,000	0.0%	
200-00-24005-0000000 Tr Fm Util Fund-CAP	\$402,286	\$50,000	\$100,000	\$628,469	\$503,500	-19.9%	
200-00-24006-0000000 Tr Fm Util Fund-Maint	\$0	\$0	\$0	\$0	\$0	0.0%	
200-00-24007-0000000 Tr Fm Util Fund-Cap Costs	\$0	\$0	\$0	\$0	\$0	0.0%	
Total Tsfs From Utility Fund	\$562,286	\$250,000	\$300,000	\$788,469	\$703,500	-10.8%	
Grant Funds CDBG							
200-00-24302-7217320 CDBG Block Grant-Baja	\$0	\$79,257	\$79,257	\$56,985	\$0	-100.0%	
200-00-24203-0000000 Impact Fees	\$0	\$83,697	\$100,000	\$100,000	\$1,000,000	0.0%	
Total Grants	\$0	\$162,954	\$179,257	\$156,985	\$1,000,000	537.0%	
200-00-24012-0000000 Tf Fm GF-Streets/Sidewalks	\$0	\$0	\$0	\$0	\$0	0.0%	
200-00-24011-0000000 Tf Fm GF-Police Veh	\$15,000	\$0	\$0	\$15,000	\$0	-100.0%	
200-00-24013-0000000 Tf Fm GF-Infrast.	\$215,194	\$0	\$0	\$349,809	\$26,100	-92.5%	
200-00-24014-0000000 Tf Fm GF-Mobile	\$10,000	\$0	\$0	\$0	\$0	0.0%	
200-00-24110-0000000 Proceeds - Series 2022 Bonds	\$0	\$1,705,191	\$1,705,191	\$0	\$0	0.0%	
200-00-24111-0000000 Redbird Meadows Deposit	\$0	\$0	\$0	\$0	\$1,375,000	100.0%	
Other Source Revenue	\$240,194	\$1,705,191	\$1,705,191	\$364,809	\$1,401,100	284.1%	
Other Revenue							
200-00-24500-0000000 Int. Earned on Invest.	\$5	\$4,404	\$4,804	\$0	\$1,500	100.0%	
200-00-24501-0000000 Int. Earned on Invest.-2017A	\$7	\$151	\$165	\$30	\$50	66.7%	
200-00-24502-0000000 Int. Earned on Invest.-2017B	\$86	\$648	\$707	\$70	\$150	114.3%	
Total Other Revenue	\$97	\$5,203	\$5,676	\$100	\$1,700	1600.0%	
Subtotal Revenues	\$834,785	\$2,378,995	\$3,809,561	\$3,590,363	\$3,766,863	4.9%	
200-20-24700-0000000 Use of Surplus	\$0	\$0	\$857,488	\$942,612	\$1,138,900	20.8%	
Grand Total Revenues	\$834,785	\$2,378,995	\$4,667,049	\$4,532,975	\$4,905,763	8.2%	

City of Montgomery
Fiscal Year 2022-23
Proposed Budget

Capital Projects Fund
Statement of Expenditures

	Actual 2020-21	Actual 2021-22	Estimate 2021-22	Adopted 2021-22	Proposed 2022-23	% Change	Adjustments
200-00-26000-0000000 Grant Admin Services							
200-20-26002 Baja Proj CDBG 7320	\$0	\$3,325	\$3,627	\$3,325	\$0	0.0%	
200-20-26003-017B366 GLO All Projects	\$32,208	\$47,548	\$51,871	\$108,360	\$60,444	-44.2%	
Total Grant Administrative	\$32,208	\$50,873	\$55,498	\$111,685	\$60,444	-45.9%	
200-20-26100-0000000 Engineering							
200-20-26102-0062715 WP #3 Imp-TWDB	\$0	\$63,539	\$69,315	\$34,000	\$0	-100.0%	
200-20-26103-0073740 Lift Station #1 Exp-TWDB	\$0	\$0	\$0	\$0	\$0	0.0%	
200-20-26104-0000000 Waterline Replace Houston ST	\$0	\$12,900	\$14,073	\$0	\$0	0.0%	
200-20-26105-0062715 LS#3 Force Main ReRoute TWDB	\$0	\$0	\$0	\$0	\$0	0.0%	
200-20-26107-0062715 Downtown SH105 Imp-TWDB	\$0	\$0	\$0	\$15,000	\$0	-100.0%	
200-20-26108-0000000 18" Sanitary Sewer Line	\$1,135	\$0	\$0	\$0	\$0	0.0%	
200-20-26111-7217320 Baja Project Addtl Eng-MMG7320	\$0	\$0	\$0	\$0	\$0	0.0%	
200-20-26113-7217320 MLK Dr Waterline Rep Ph 2 7320	\$0	\$0	\$0	\$0	\$0	0.0%	
200-20-26117-017B366 Eng All GLO	\$17,810	\$84,650	\$130,000	\$175,000	\$45,000	-74.3%	
200-20-26120-0000000 WP Bleach Conv 2&3	\$0	\$0	\$0	\$50,000	\$0	100.0%	
200-20-26122-0000000 Clepper Sidewalks	\$0	\$0	\$0	\$0	\$10,000	100.0%	
200-20-26123-0000000 McCown St and Caroline St Wtr Repl	\$0	\$1,674	\$1,826	\$0	\$35,000	100.0%	
200-20-26124-0000000 Downtown Sanitary Sewer Rehab	\$0	\$1,860	\$2,029	\$0	\$24,000	100.0%	
200-20-26125-0000000 Old Plantersville Force Main Ext	\$0	\$0	\$0	\$0	\$75,000	100.0%	
200-20-26126-0000000 Old Plantersville Waterline Ext	\$0	\$0	\$0	\$0	\$94,000	100.0%	
200-20-26127-0000000 WP No. 4	\$0	\$0	\$0	\$0	\$375,000	100.0%	
200-20-26128-0000000 WWTP Expansion	\$0	\$0	\$0	\$0	\$625,000	100.0%	
200-20-26129-0000000 Lift Station Improvements	\$0	\$0	\$0	\$0	\$0	100.0%	
200-20-26130-0000000 Sanitary Sewer & Manhole Rehab	\$0	\$0	\$0	\$0	\$60,000	100.0%	
200-20-26131-0000000 Sanitary Sewer CCTV Phase II	\$0	\$0	\$0	\$0	\$0	100.0%	
200-20-26132-0000000 Flagship Storm Sewer	\$0	\$0	\$0	\$0	\$35,000	100.0%	
200-20-26133-0000000 College St. Drainage Repairs	\$0	\$0	\$0	\$0	\$15,000	100.0%	
200-20-26134-0000000 LS Pkwy & Buffalo Springs Drive	\$0	\$0	\$0	\$0	\$40,000	100.0%	
200-20-26135-0000000 Martin Luther King Jr. Sidewalks	\$0	\$0	\$0	\$0	\$0	100.0%	
200-20-26136-0000000 LS #8 Force Main Repair	\$0	\$0	\$0	\$0	\$25,000	100.0%	
Total Engineering	\$18,945	\$164,623	\$217,243	\$274,000	\$1,458,000	432.1%	
200-20-26300-0000000 Wastewater System							
200-20-26310-0073740 LS #1 Replace/Exp TWDB	\$0	\$0	\$0	\$0	\$0	0.0%	
200-20-26311-0062715 LS #3 Forcemain TWDB	\$0	\$0	\$0	\$0	\$0	0.0%	
200-20-26314-0000000 Downtown Sanitary Sewer Rehab	\$0	\$0	\$0	\$0	\$153,000	100.0%	
200-20-26315-0000000 Old Plantersville Force Main Ext	\$0	\$0	\$0	\$0	\$402,000	100.0%	
200-20-26316-0000000 WWTP Expansion	\$0	\$0	\$0	\$0	\$0	0.0%	
200-20-26317-0000000 Lift Station Improvements	\$0	\$0	\$0	\$0	\$0	100.0%	
200-20-26318-0000000 Sanitary Sewer & Manhole Rehab	\$0	\$0	\$0	\$0	\$500,000	100.0%	
200-20-26319-0000000 Sanitary Sewer CCTV Phase II	\$0	\$0	\$0	\$0	\$0	100.0%	
200-20-26320-0000000 LS #8 Force Main	\$0	\$0	\$0	\$0	\$75,000	100.0%	
Total Wastewater System	\$0	\$0	\$0	\$0	\$1,130,000	100.0%	
200-20-26400-0000000 Water System							
200-20-26401-017B366 WP #3 Generator-GLO	\$0	\$0	\$132,531	\$501,000	\$368,469	-26.5%	
200-20-26402-0062715 Dwntn/SH105 Water Line TWDB	\$0	\$150,938	\$164,660	\$91,300	\$0	-100.0%	
200-20-26404-0062715 Water Plant#3 Imp TWDB	\$0	\$803,090	\$1,204,635	\$996,550	\$0	-100.0%	
200-20-26408-7217320 Baja MLK Water&Drain 7320	\$0	\$37,799	\$37,799	\$38,000	\$0	-100.0%	
200-20-26409-0000000 Bleach Conv 2&3	\$0	\$0	\$0	\$311,000	\$0	-100.0%	
200-20-26415-0000000 McCown St and Caroline St WL Repl	\$0	\$0	\$0	\$0	\$311,000	100.0%	
200-20-26416-0000000 Old Plantersville Waterline Extension	\$0	\$0	\$0	\$0	\$804,200	100.0%	
200-20-26417-0000000 WP No. 4	\$0	\$0	\$0	\$0	\$0	0.0%	
Total Water System	\$0	\$991,827	\$1,539,625	\$1,937,850	\$1,483,669	-23.4%	

City of Montgomery
Fiscal Year 2022-23
Proposed Budget

Capital Projects Fund

Statement of Expenditures

	Actual 2020-21	Actual 2021-22	Estimate 2021-22	Adopted 2021-22	Proposed 2022-23	% Change	Adjustments
200-20-26500-0000000 Roadway System Imp							
200-20-26506-0000000 Roadway Construction	\$0	\$0	\$0	\$0	\$0	0.0%	
200-20-26509-0000000 Streets/Sidewalks	\$0	\$38,426	\$57,639	\$508,000	\$0	-100.0%	
200-20-26510-0000000 Clepper Sidewalks	\$0	\$0	\$0	\$0	\$78,000	100.0%	
200-20-26511-0000000 LS Pkwy & Buffalo Springs Drive Imp	\$0	\$0	\$0	\$0	\$265,000	100.0%	
200-20-26512-0000000 Martin Luther King Jr. Sidewalks	\$0	\$0	\$0	\$0	\$0	100.0%	
Total Roadway System	\$0	\$38,426	\$57,639	\$508,000	\$343,000	100.0%	
200-20-26700-0000000 Facility, Equipment, Etc							
200-20-26704-0000000 Utility Proj/Prev Maint	\$0	\$28,965	\$43,448	\$255,800	\$0	-100.0%	
200-20-26706-0000000 Police Vehicle Replacement	\$0	\$0	\$0	\$0	\$0	0.0%	
200-20-26707-017B366 Baja/MLK GLO	\$0	\$62,165	\$541,950	\$722,600	\$180,650	-75.0%	
200-20-26712-017B366 Anders Branch GLO	\$0	\$0	\$668,040	\$668,040	\$0	-100.0%	
200-20-26713-017B366 GLO Environmental	\$0	\$0	\$15,000	\$15,000	\$0	-100.0%	
200-20-26714-017B366 GLO Acquisition Land	\$0	\$0	\$40,000	\$40,000	\$0	-100.0%	
200-20-26715-0000000 Flagship Storm Sewer	\$0	\$0	\$0	\$0	\$175,000	100.0%	
200-20-26716-0000000 College St. Drainage Repairs	\$0	\$0	\$0	\$0	\$75,000	100.0%	
200-20-26801-0000000 Transfer Out - Water&Sewer Fund	\$1,029,567	\$992,404	\$1,488,606	\$0	\$0	0.0%	
Total Facilities, Equip, etc	\$1,029,567	\$1,083,534	\$2,797,044	\$1,701,440	\$430,650	-74.7%	
Grand Total Expenditures	\$1,080,720	\$2,329,283	\$4,667,049	\$4,532,975	\$4,905,763	8.2%	

**City of Montgomery
Fiscal Year 2022-23
Proposed Budget Summary**

Court Security Fund

	Actual 2020-21	Actual 2021-22	Estimate 2021-22	Adopted 2021-22	Proposed 2022-23	% Change	Adjustments
Beginning Fund Balance	\$7,173	\$5,279	\$5,279	\$5,279	\$2,608	-50.6%	
Revenues							
700-00-74110-0000000 Ct Sec Fees	\$606	\$763	\$832	\$3,500	\$1,500	-57.1%	
700-00-74210-0000000 Int. Income	\$0	\$0	\$0	\$0	\$10	0.0%	
Total Revenues	\$606	\$763	\$832	\$3,500	\$1,510	-26.0%	
Interfund Transfers							
700-00-74300-0000000 Transfers	\$0	\$0	\$0	\$0	\$0	0.0%	
700-70-76330-0000000 Intrfd. Trfs.	\$0	\$0	\$0	\$0	\$0	0.0%	
Net Interfund Transfers	\$0	\$0	\$0	\$0	\$0	0.0%	
Expenditures							
700-70-76120-0000000 Contract Services	\$0	\$0	\$0	\$0	\$0	0.0%	
700-70-76340-0000000 Baliff Trans to Gen	\$2,500	\$2,425	\$2,500	\$2,500	\$1,500	0.0%	
Total Expenditures	\$2,500	\$2,425	\$2,500	\$2,500	\$1,500	-40.0%	
Net Income	-\$1,894	-\$1,662	-\$1,668	\$1,000	\$10		
Ending Fund Balance*	\$5,279	\$3,617	\$3,611	\$6,279	\$2,618	-58.3%	

**City of Montgomery
Fiscal Year 2022-23
Proposed Budget Summary**

Court Technology Fund

	Actual 2020-21	Actual 2021-22	Estimate 2021-22	Adopted 2021-22	Proposed 2022-23	% Change	Adjustments
Beginning Fund Balance	\$39,754	\$40,593	\$40,593	\$40,593	\$37,848	-6.8%	
Revenues							
750-00-74120-0000000 Ct Tech Fees	\$828	\$582	\$635	\$5,000	\$1,000	-80.0%	
750-00-74210-0000000 Interest Income	\$11	\$18	\$20	\$0	\$60	0.0%	
Total Revenues	\$839	\$600	\$655	\$5,000	\$1,060	-78.8%	
Interfund Transfers							
750-00-74100-0000000 Transfers In	\$0	\$0	\$0	\$0	\$0	0.0%	
750-00-74500-0000000 Use of Surplus	\$0	\$0	\$0	\$7,710	\$0	0.0%	
Net Interfund Transfers	\$0	\$0	\$0	\$7,710	\$0	100.0%	
Expenditures							
750-75-76240-0000000 Comp Web Ser	\$0	\$3,400	\$3,400	\$12,710	\$0	-100.0%	
750-75-76500-0000000 Misc. Exp	\$0	\$0	\$0	\$0	\$0	0.0%	
Total Expenditures	\$0	\$3,400	\$3,400	\$12,710	\$0	-100.0%	
Net Income	\$839	-\$2,800	-\$2,745	\$0	\$1,060		
Ending Fund Balance*	\$40,593	\$37,793	\$37,848	\$32,883	\$38,908	18.3%	

**City of Montgomery
Fiscal Year 2022-23
Proposed Budget Summary**

Hotel Occupancy Tax Fund

	Actual 2020-21	Actual 2021-22	Estimate 2021-22	Adopted 2021-22	Proposed 2022-23	% Change	Adjustments
Beginning Fund Balance	\$15,039	\$17,392	\$17,392	\$17,392	\$20,691	19.0%	
Revenues							
800-00-84100-0000000 Hotel Occupancy Tax	\$2,349	\$3,015	\$3,289	\$12,500	\$12,500	0.0%	
800-00-84210-0000000 Interest on Checking	\$4	\$9	\$10	\$3	\$30	900.0%	
Total Revenues	\$2,353	\$3,024	\$3,299	\$12,503	\$12,530	0.2%	
Interfund Transfers							
800-80-84000-0000000 Transfers From Gen Fund	\$0	\$0	\$0	\$0	\$0	0.0%	
800-00-84300-0000000 Transfers In	\$0	\$0	\$0	\$0	\$0	0.0%	
Net Interfund Transfers	\$0	\$0	\$0	\$0	\$0	0.0%	
Expenditures							
800-80-86100-0000000 Contract Services	\$0	\$0	\$0	\$0	\$0	0.0%	
800-80-86200-0000000 Tourism Expenditures	\$0	\$0	\$0	\$7,800	\$7,800	0.0%	
800-80-86300-0000000 All Other Oper Exp.	\$0	\$0	\$0	\$4,700	\$4,700	0.0%	
Total Expenditures	\$0	\$0	\$0	\$12,500	\$12,500	0.0%	
Net Income	\$2,353	\$3,024	\$3,299	\$3	\$30		
Ending Fund Balance	\$17,392	\$20,416	\$20,691	\$17,395	\$20,721	19.1%	

**City of Montgomery
Fiscal Year 2022-23
Proposed Budget Summary**

Police Asset Forfeiture Fund

	Actual 2020-21	Actual 2021-22	Estimate 2021-22	Adopted 2021-22	Proposed 2022-23	% Change	Adjustments
Beginning Fund Balance	\$8,592	\$12,087	\$12,087	\$12,087	\$13,253	9.6%	
Court Fines and Fees							
850-00-84110-0000000 Police Asset Forfeitures	\$3,495	\$1,169	\$1,171	\$0	\$0	0.0%	
850-00-84130-0000000 Interest Earned	\$0	\$0	\$0	\$0	\$10	100.0%	
Total Revenues	\$3,495	\$1,169	\$1,171	\$0	\$10	0.0%	
Interfund Transfers							
850-00-84120-0000000 Transfers In	\$0	\$0	\$0	\$0	\$0	0.0%	
850-85-86500-0000000 Transfers Out	\$0	\$0	\$0	\$0	\$0	0.0%	
Net Interfund Transfers	\$0	\$0	\$0	\$0	\$0	0.0%	
Expenditures							
850-85-86100-0000000 Supplies & Equipment	\$0	\$0	\$0	\$0	\$0	0.0%	
850-85-86300-0000000 Miscellaneous Exp.	\$0	\$0	\$0	\$0	\$0	0.0%	
850-85-86400-0000000 Capital Outlay	\$0	\$0	\$0	\$0	\$0	0.0%	
Total Expenditures	\$0	\$0	\$0	\$0	\$0	0.0%	
Net Income	\$3,495	\$1,169	\$1,171	\$0	\$10		
Ending Fund Balance	\$12,087	\$13,256	\$13,258	\$12,087	\$13,263	9.7%	

**City of Montgomery
Fiscal Year 2022-23
Proposed Budget Summary**

Montgomery PID Fund

	Actual 2020-21	Actual 2021-22	Estimate 2021-22	Adopted 2021-22	Proposed 2022-23	% Change	Adjustments
Beginning Fund Balance	\$0	\$0	\$0	\$0	\$0	0.0%	
PID Revenues							
150-00-15000-0000000 PID Property Tax Rev.	\$0	\$0	\$0	\$0	\$41,100	0.0%	
Total Revenues	\$0	\$0	\$0	\$0	\$41,100	0.0%	
Interfund Transfers							
150-00-15010-0000000 Transfers In	\$0	\$0	\$0	\$0	\$0	0.0%	
150-15-17510-0000000 Transfers Out	\$0	\$0	\$0	\$0	\$0	0.0%	
Net Interfund Transfers	\$0	\$0	\$0	\$0	\$0	0.0%	
PID Expenditures							
150-15-17500-0000000 Property Tax Reimb.	\$0	\$0	\$0	\$0	\$41,083	0.0%	
Total Expenditures	\$0	\$0	\$0	\$0	\$41,083	0.0%	
Net Income	\$0	\$0	\$0	\$0	\$17		
Ending Fund Balance	\$0	\$0	\$0	\$0	\$17	0.0%	

MONTGOMERY ECONOMIC DEVELOPMENT CORPORATION
Proposed Budget
2022-2023

Item 5.

	2020-21 Actual Budget	2021-22 Actual Budget	2021-22 Estimated Budget	2021-22 Adopted Budget	2022-23 Proposed Budget	Comments/ Changes
Income						
400-00-44100-0000000 Taxes & Franchise Fees						
400-00-44110-0000000 Sales Tax	\$1,002,974	\$1,074,139	\$1,171,788	\$1,000,000	\$1,200,749	
Total 400-00-44100-0000000 Taxes & Franchise Fees	\$1,002,974	\$1,074,139	\$1,171,788	\$1,000,000	\$1,200,749	
400-00-44210-0000000 Other Revenues						
400-00-44230-0000000 Interest Income	\$6,398	\$6,009	\$6,555	\$4,000	\$1,500	
400-00-44240-0000000 Misc. Income	\$1,320	\$0	\$0	\$250	\$0	
400-00-44300-0000000 Events Revenue	\$0	\$14,088	\$15,369	\$0	\$8,500	
Total 400-00-44210-0000000 Other Revenues	\$7,718	\$20,097	\$21,924	\$4,250	\$10,000	
Total Income	\$1,010,692	\$1,094,236	\$1,193,712	\$1,004,250	\$1,210,749	
Expense						
400-40-46100-0000000 Pub Infrastructure - Category I						
400-40-46103-0000000 Downtown and Corridor Dev Imp.	\$103,641	\$3,566	\$3,890	\$172,250	\$280,249	
400-40-46104-0000000 Utility Extensions	\$0	\$0	\$0	\$50,000	\$50,000	
400-40-46106-0000000 Tsf to Debt Service	\$0	\$0	\$0	\$0	\$0	
400-40-46107-0000000 City Capital Projects	\$160,000	\$160,000	\$160,000	\$160,000	\$200,000	
400-40-46108-0000000 Future Downtown Dev. Proj.	\$0	\$0	\$0	\$0	\$0	
400-40-46111-0000000 Streets & Sidewalks	\$0	\$40,000	\$40,000	\$40,000	\$40,000	
400-40-46112-0000000 Land Investments	\$0	\$598,848	\$598,848	\$0	\$0	
Total 400-40-46100-0000000 Pub Infrastructure - Category I	\$263,641	\$802,414	\$802,738	\$422,250	\$570,249	
400-40-46200-0000000 Business Dev & Ret - Category II						
400-40-46205-0000000 Sales Tax Reimb.	\$257,391	\$229,167	\$250,000	\$250,000	\$250,000	
400-40-46206-0000000 Economic Dev Grant Prog	\$20,000	\$9,000	\$9,000	\$20,000	\$20,000	
400-40-46209-0000000 Downtown & Corridor Façade & Env Enh.	\$0	\$0	\$0	\$0	\$50,000	
400-40-46210-0000000 Investment Incentives Growth Fund	\$0	\$0	\$0	\$0	\$20,000	
Total 400-40-46200-0000000 Business Dev & Ret - Category II	\$277,391	\$238,167	\$259,000	\$270,000	\$340,000	
400-40-46300-0000000 Quality of Life - Category III						
400-40-46302-0000000 Removal of Blight	\$0	\$0	\$0	\$15,000	\$15,000	
400-40-46303-0000000 Events	\$515	\$2,559	\$2,792	\$40,000	\$40,000	
400-40-46304-0000000 Neighborhood Water Party	\$1,180	\$2,598	\$2,834	\$2,500	\$3,000	
400-40-46308-0000000 Lighting Up Montgomery	\$2,000	\$2,849	\$2,849	\$4,000	\$4,000	
400-40-46309-0000000 Southern Rum Runners Festival	\$0	\$0	\$0	\$0	\$0	
400-40-46310-0000000 Mudbugs and Music	\$6,650	\$8,300	\$8,300	\$0	\$8,000	
400-40-46311-0000000 Christmas Parade	\$1,258	\$6,826	\$6,826	\$10,000	\$10,000	
400-40-46312-0000000 Contests/Prizes	\$217	\$31	\$34	\$4,000	\$1,000	
400-40-46313-0000000 Events/Equipment	\$1,921	\$5,345	\$5,831	\$10,000	\$10,000	
400-40-46314-0000000 Montgomery Quilt Walk	\$772	\$882	\$962	\$10,000	\$7,000	
400-40-46315-0000000 Montgomery Antiques Fest	\$4,511	\$11,616	\$12,672	\$10,000	\$12,000	
400-40-46316-0000000 Movie Night	\$1,496	\$2,613	\$2,851	\$2,500	\$3,000	
400-40-46317-0000000 Fernland Dedication	\$414	\$0	\$0	\$0	\$0	
400-40-46318-0000000 Pet Parade	\$128	\$1,344	\$1,467	\$5,000	\$5,000	
400-40-46319-0000000 Montgomery Fall Festival	\$0	\$8,000	\$8,000	\$0	\$8,000	
400-40-46320-0000000 Snow in Historic Montgomery TX	\$0	\$14,368	\$14,368	\$20,000	\$20,000	
400-40-46321-0000000 Lone Star Flag Fest	\$0	\$2,923	\$3,189	\$10,000	\$5,000	
400-40-46338-0000000 Fall Heritage Festival	\$0	\$0	\$0	\$10,000	\$0	
400-40-46339-0000000 Trick or Treat Historic Montgomery	\$466	\$1,441	\$1,572	\$5,000	\$5,000	
400-40-46340-0000000 Ruck For Veterans	\$500	\$0	\$0	\$0	\$500	
400-40-46322-0000000 Downtown Enhancement Projects	\$2,085	\$0	\$0	\$30,000	\$30,000	
Total 400-40-46300-0000000 Quality of Life - Category III	\$24,113	\$71,696	\$74,546	\$188,000	\$186,500	
400-40-46500-0000000 Marketing & Tourism - Category IV						
400-40-46505-0000000 Brochures/Printed Literature	\$1,350	\$2,783	\$3,036	\$4,000	\$4,000	
400-40-46511-0000000 Website	\$405	\$935	\$1,020	\$6,500	\$6,500	
400-40-46514-0000000 Social Media Advertising	\$832	\$777	\$848	\$3,000	\$3,000	
400-40-46515-0000000 Historical Signage	\$622	\$100	\$100	\$5,000	\$5,000	
Total 400-40-46500-0000000 Marketing & Tourism - Category IV	\$3,209	\$4,595	\$5,004	\$18,500	\$18,500	
400-40-46600-0000000 Administration - Category V						
400-40-46601-0000000 Admin Transfers to Gen Fund	\$52,677	\$50,417	\$55,000	\$55,000	\$55,000	
400-40-46603-0000000 Miscellaneous Expenses	\$14,896	\$212	\$500	\$500	\$500	
400-40-46604-0000000 Consulting (Professional Services)	\$18,838	\$46,721	\$50,968	\$40,000	\$0	
400-40-46605-0000000 Prof Serv - Reflective Life	\$9,500	\$0	\$0	\$0	\$0	
400-40-46606-0000000 Goat Costume	\$6,110	\$0	\$0	\$0	\$0	
400-40-46607-0000000 Travel & Training Exp	\$1,571	\$2,295	\$2,504	\$10,000	\$5,000	
400-40-46609-0000000 Technology	\$0	\$0	\$0	\$0	\$0	
400-40-46611-0000000 Legal Notices	\$0	\$304	\$332	\$0	\$0	
400-40-46612-0000000 Transfer to General Parks & Rec Salary	\$0	\$0	\$0	\$0	\$35,000	
Total 400-40-46600-0000000 Administration - Category V	\$103,592	\$99,949	\$109,304	\$105,500	\$95,500	
Total Expense	\$671,946	\$1,216,821	\$1,250,592	\$1,004,250	\$1,210,749	
Net Income	\$338,746	-\$122,585	-\$56,880	\$0	\$0	

Montgomery City Council
AGENDA REPORT

Meeting Date: September 13, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consider, Adopt and Set by Ordinance the 2022 Ad Valorem Tax Rate for Maintenance and Operations, **\$0.2950/\$100.**

Recommendation

Motion to Adopt and Set by ordinance the 2022 Ad Valorem Tax Rate for Maintenance and Operations, **\$0.2950/\$100.**

Discussion

The Ad Valorem Tax Rate of \$.2950/\$100 for Maintenance and Operations generates the revenue that is included in the draft budget from the City Council Budget Workshop.

This item will be formally adopted with the approval of agenda item 6.

Approved By		
		Date:
Interim City Administrator	Dave McCorquodale	Date: 09/07/2022

Montgomery City Council
AGENDA REPORT

Meeting Date: September 13, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consider, Adopt and Set by Ordinance the 2022 Ad Valorem Tax Rate for Debt Service, **\$0.1050/\$100.**

Recommendation

Motion to Adopt and Set by ordinance the 2022 Ad Valorem Tax Rate for Debt Service, **\$.2950/\$100.**

Discussion

The Ad Valorem Tax Rate of \$.1050/\$100 for Debt Service generates the revenue that is included in the draft budget from the City Council Budget Workshop.

This item will be formally adopted with the approval of agenda item 6.

Approved By

		Date:
Interim City Administrator	Dave McCorquodale	Date: 09/07/2022

Montgomery City Council
AGENDA REPORT

Meeting Date: September 13, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, SETTING THE AD VALOREM TAX RATE OF THE CITY OF MONTGOMERY, FOR THE YEAR 2022 AT A RATE OF \$0.4000 PER ONE HUNDRED DOLLARS (\$100) VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MONTGOMERY AS OF JANUARY 1, 2022 SPECIFYING SEPARATE COMPONENTS OF SUCH RATE FOR OPERATIONS AND MAINTENANCE AND FOR DEBT SERVICE; LEVYING AN AD VALOREM TAX FOR THE YEAR 2022 PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING FOR COLLECTION AND ORDAINING OTHER RELATED MATTERS.

Recommendation

Adopt and Set by Ordinance the 2022 Ad Valorem Tax Rate of **\$.4000/\$100** using the legally required wording below:

I move that the property tax rate be increased by the adoption of a tax rate of \$.4000/\$100, which is effectively a 26.14 percent increase in the tax rate.

Discussion

The Ad Valorem Tax Rate for 2022 of \$.4000 includes \$.2950 for Maintenance and Operations and \$.1050 for Debt Service. It must be noted by law that this rate exceeds the No-New-Revenue Tax Rate.

This item must be approved with a record vote with at least 60% of the City Council voting in favor of the adoption of the tax rate.

Approved By

		Date:
Interim City Administrator	Dave McCorquodale	Date: 09/07/2022

ORDINANCE NO. 2022-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, SETTING THE AD VALOREM TAX RATE OF THE CITY OF MONTGOMERY, FOR THE YEAR 2022 AT A RATE OF \$0.4000 PER ONE HUNDRED DOLLARS (\$100) VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MONTGOMERY AS OF JANUARY 1, 2022 SPECIFYING SEPARATE COMPONENTS OF SUCH RATE FOR OPERATIONS AND MAINTENANCE AND FOR DEBT SERVICE; LEVYING AN AD VALOREM TAX FOR THE YEAR 2022 PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING FOR COLLECTION AND ORDAINING OTHER RELATED MATTERS.

WHEREAS, the appraisal roll of the City of Montgomery, Texas (the City) for 2022 has been prepared and certified by the Central Appraisal District and submitted to the City’s tax assessor/collector; and

WHEREAS, the City’s tax assessor/collector has submitted the appraisal roll for the City showing \$452,211,837 total appraised, assessed and taxable value of all property and the total taxable value of new property to the City; and

WHEREAS, following notice and hearing in accordance with applicable legal requirements and based upon said appraisal roll, the City Council has determined a tax rate to be levied for 2022 sufficient to provide the tax revenues required by the City.

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

Section 1. That an ad valorem tax rate of \$0.4000 per on hundred dollars (\$100.00) assessed valuation is hereby adopted for the 2022 calendar year, such rate consisting of the following specified components:

- a) For maintenance and operations, \$0.2950 per one hundred dollars (\$100.00) assessed valuation.
- b) For debt service \$0.1050 per one hundred dollars (\$100.00) assessed valuation.

Section 2. That an ad valorem tax for the 2022 calendar year in the amount established by the

rate herein above provided is hereby levied and assessed on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Montgomery, Texas and not otherwise exempt under the Constitution and laws of the State of Texas.

Section 3. That all taxes levied by virtue of this ordinance shall be due and payable no later than the 31st day of January 2023, and if then not paid, shall be subject to penalties and interest in the manner provided by law.

Section 4. That the Montgomery County tax assessor-collector is hereby authorized to assess and collect the taxes of the City of Montgomery, Texas, employing the above tax rate.

Section 5. That all ordinances and parts of ordinances in conflict with this Ordinance be and the same are hereby repealed to the extent of said conflict.

Section 6. That this ordinance shall take effect immediately of and from the date of adoption.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 42.58% AND WILL INCREASE TAXES FOR MAINTENANCE AND OPERATIONS OF A \$100,000 HOME BY APPROXIMATELY \$36.20.

Those Members Present Were:

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

Those Members Voting For:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

Those Members Voting Against:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

Those Members Present, but Not Voting:

- 1. _____
- 2. _____

Those Members Absent:

PASSED AND ADOPTED this 13th Day of September, 2022

 Byron Sanford, Mayor

ATTEST:

 Nici Browe, City Secretary TRMC

APPROVED AS TO FORM:

 Alan P Petrov, City Attorney.

Montgomery City Council
AGENDA REPORT

Meeting Date: September 13, 2022	Budgeted Amount: N/A
Department: Administration	Prepared By: Dave McCorquodale

Subject

A RESOLUTION OF THE CITY OF MONTGOMERY, TEXAS AMENDING ITS POLICY FOR INVESTMENT OF MUNICIPAL FUNDS AND THE INVESTMENT STRATEGIES CONTAINED THEREIN.

Recommendation

Approval of the Ordinance amending the Investment policy and designating Anthony Lasky, Senior Accounting Clerk as the Investment Officer.

Discussion

The City has contracted with Municipal Accounts for several years for financial services, including Investment activity. The City of Montgomery and Municipal accounts have mutually decided to part ways and terminate the contract.

Therefore, the City is required to update by Resolution the Investment Policy and designate a new Investment Officer. The proposed new Investment Officer is Anthony Lasky, Senior Accounting Clerk.

Approved By

Interim City Administrator	Dave McCorquodale	Date: September 9, 2022

RESOLUTION NO. R 2022-10

A RESOLUTION OF THE CITY OF MONTGOMERY, TEXAS AMENDING ITS THE POLICY FOR INVESTMENT OF MUNICIPAL FUNDS AND THE INVESTMENT STRATEGIES CONTAINED THEREIN.

WHEREAS, Chapter 2256 of the Texas Government Code, commonly known as the Public Funds Investment Act (“Act”), requires the City Council of the City of Montgomery (“City”) to adopt a written policy governing the investment of its funds and funds under its control; and

WHEREAS, the Act requires the City to adopt written investment strategies (“Strategies”) for each fund group or group of funds under its control; and

WHEREAS, the City adopted a written investment policy (“Policy”) on October 25, 2005 that complies with the requirements of the Act; and

WHEREAS, the City’s Policy includes investment Strategies for each fund or group of funds under the City’s control; and

WHEREAS, the Act requires the City to review the Policy and Strategies on at least an annual basis and affirm through a Resolution that such review has occurred; and

WHEREAS, any changes to the Policy of the Strategies are required by the Act to be included in this Resolution.

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

Section 1. The City Council hereby affirms that it has reviewed the Policy and the Strategies attached, amending Section 2. Appointment of Investment Officer to remove Ghia Lewis of Municipal Accounts; and to add Anthony Lasky, Senior Accounting Clerk of the City of Montgomery, included and attached as Exhibit “A” ;

Section 2. The List of Authorized Brokers is attached as Exhibit “B”; and

Section 3. The Resolution shall take effect immediately from and after its adoption.

PASSED AND ADOPTED by the City Council of the City of Montgomery, Texas on this the 13th day of September, 2022.

APPROVED:

By: _____
Byron Sanford, Mayor

ATTEST:

Nici Browe, City Secretary, TRMC

**AMENDED ORDER ESTABLISHING POLICY FOR
INVESTMENT OF MUNICIPAL FUNDS
AND APPOINTING INVESTMENT OFFICER**

WHEREAS, the City of Montgomery, Texas (the "City") is a body politic and a type A general law municipality of the state of Texas; and

WHEREAS, Chapter 2256, Texas Government Code (sometimes referred to herein as the "Public Funds Investment Act"), requires that the governing body of the City adopt rules, regulations and policies governing the investment of Municipal funds and designate one or more of its officers or employees to be responsible for the investment of such funds;

NOW, THEREFORE, IT IS ORDERED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, THAT the policies, procedures and provisions set forth herein be and are hereby ADOPTED, and that any order, and every amendment thereto, heretofore adopted by the City Council establishing policies for the investment of City funds and appointing an investment officer shall be and are hereby revoked and superseded effective as of September 13, 2022, the effective date of this Order.

Section 1. Purpose. The purpose of this Order Establishing Policy for Investment of Municipal Funds and Appointing Investment Officer (the "Investment Policy") is to adopt rules and regulations which set forth the City's policies with regard to the investment and security of City funds or funds under the City's control. It is further the purpose of this Investment Policy to ensure that purchases and sales of City investments are initiated by authorized individuals, conform to investment objectives and regulations, and are properly documented and approved, and to provide for the periodic review of City investments to evaluate investment performance and security, all as required by applicable law.

Section 2. Appointment of Investment Officer; Standard of Care. Mr. Anthony Lasky the City's Senior Accounting Clerk, shall be and is hereby individually designated the Investment Officer of the City, responsible for the supervision of investment of City funds pursuant to this Investment Policy. In the administration of his or her duties hereunder, the City's Investment Officer shall exercise the judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of his or her own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived; however, the City Council of the City shall retain ultimate responsibility as fiduciaries of the City's assets. The City Council, Tax Assessor-Collector, Financial Advisor and other consultants shall be authorized to assist the Investment Officer in the carrying out of the duties of Investment Officer.

Section 3. Appointment of Investment Officer and Tax Assessor-Collector for Investment of City Funds. The City Council hereby designates the City's Investment Officer as the authorized representative of the City to (a) invest and reinvest the funds of the City; (b) withdraw City funds from appropriate accounts of the City for the investment of same in accordance with the terms of this Investment Policy; and (c) arrange for adequate security for uninsured deposits or funds of the City pursuant to and in compliance with a Public Funds Depositor Collateral Security Agreement which shall

be substantially in the form attached hereto as Exhibit "B," and to execute said Agreement(s) and any documentation required in connection therewith on behalf of the City. To the extent that the City's Tax Assessor- Collector is required to perform any of the functions set forth in (a), (b) or (c) above, the Tax Assessor-Collector shall do so in accordance with the provisions of the Public Funds Investment Act and this Investment Policy, and under the supervision of and in consultation with the City's Investment Officer.

Section 4. Authority and Duties of Investment Officer. The following rules shall apply to the City's Investment Officer:

- A. The City Council hereby instructs the Investment Officer for the City to maintain the investments of the City in a manner consistent with the rules and regulations set forth in this Investment Policy and the Public Funds Investment Act, as amended.
- B. No persons, other than those designated in Section 3 above, may deposit, invest, transfer, withdraw or otherwise manage City funds without express written authority of the City Council.
- C. The Investment Officer for the City shall invest and reinvest City funds only in those investments authorized under this Investment Policy or by the City Council, and only in the name of and solely for the account of "City of Montgomery, Texas". The Investment Officer for the City shall be authorized to wire transfer funds of the City only (1) for the purchase of investments solely in the name of "City of Montgomery, Texas", (2) for the transfer of all or any portion of the principal of or interest earnings or profits or gains on any investment of the City to one or more previously authorized and established accounts of "City of Montgomery, Texas", (3) for the transfer of City funds to any paying agent of the City for the payment of principal and semiannual interest payments on any outstanding bonds of the City and for the payment of paying agent fees relative to same, or (4) for other purposes, such as the payment of City bills, pursuant to a resolution or other express written instructions of the City Council.
- D. The Investment Officer for the City shall, not later than the first anniversary of the date the Investment Officer takes office or assumes such duties, attend a training session of at least should this not be 10 hours of instruction relating to the Investment Officer's responsibilities under the Public Funds Investment Act, as amended, from an independent source approved by the City Council and thereafter shall attend at least ten hours within each two year period after the first year. Such investment training must include education in investment controls, security risks, diversification of investment portfolio, strategy risks, market risks, and compliance with the provisions of the Public Funds Investment Act, as amended.
- E. Not less frequently than each fiscal quarter, the City's Investment Officer shall prepare and submit to the City Council a written report of investment transactions for all invested funds of the City for the preceding reporting period. Such report must (1) describe in detail the investment position of the City on the date of the report; (2) be prepared by the Investment Officer for the City; (3) be signed by the Investment Officer of the City; (4) contain a summary statement, prepared in compliance with generally accepted accounting principles, of each pooled fund group, if any has been created by the City,

that states the beginning market value for the reporting period, additions and changes to the market value during the period, and ending market value for the period, and fully accrued interest for the reporting period; (5) state the book value and market value of each separately invested asset of the City at the beginning and at the end of the reporting period by the type of asset and fund type invested; (6) state the maturity date of each separately invested asset that has a maturity date; 7) state the account or fund or pooled group fund, if the City has any, for which each individual investment was acquired; and (8) state the compliance of the City's investment portfolio as it relates to the investment strategy for each account of the City as set forth in this Investment Policy and relevant provisions of the Public Funds Investment Act, as amended. Such report must be presented to the City Council within a reasonable period of time after the end of each fiscal quarter. If the City invests in other than (i) money market mutual funds, (ii) investment pools or (iii) accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, all of the type authorized under Section 6 of this Investment Policy, the reports prepared under this Section 4.E. shall be formally reviewed at least annually by an independent auditor, and the result of such review shall be reported to the City Council by that auditor.

- F. In the event City funds are invested or reinvested in Certificates of Deposit, the Bookkeeper or Tax Assessor-Collector, as applicable, shall solicit bids from at least two (2) bidders, either orally, in writing, electronically or in any combination of those methods, for each such investment.
- G. All purchases of investments, except investments in investment pools or in mutual funds, shall be made on a delivery versus payment basis.
- H. Not less frequently than each fiscal quarter, and as close as practicable to the end of such reporting period, the City's Investment Officer shall determine the market value of each City investment. Such market values shall be included in the written reports submitted to the City Council pursuant to Section 4.E hereinabove. The following methods shall be used:
 - (1) Certificates of deposit shall be valued at their face value plus any accrued but unpaid interest.
 - (2) Shares in money market mutual funds and investment pools, if any, shall be valued at par plus any accrued but unpaid interest.
 - (3) Other investment securities may be valued in any of the following ways:
 - (a) The lower of two bids for such security obtained from qualified securities brokers/dealers with whom the City may engage in investment transactions;
 - (b) The average of the bid and asked prices for such security as published in The Wall Street Journal or The New York Times;
 - (c) The bid price for such security published by any nationally recognized security pricing service; or

(d) The market value quoted by the seller of the security.

I. A written copy of the City's Investment Policy must be presented to any person offering to engage in an investment transaction with the City and to any investment management firm under contract with the City for the investment and management of its funds. The "qualified representative" of the business organization offering to engage in an investment transaction with the City or an investment management firm shall execute a written instrument in a form acceptable to the City substantially to the effect that the business organization or firm has received and reviewed the Investment Policy of the City and acknowledges that such business organization or firm has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and such organization or firm that are not authorized by the City's Investment Policy, except to the extent that such authorization is dependent on an analysis of the makeup of the City's entire investment portfolio or requires an interpretation of subjective investment standards. The City's Investment Officer may not acquire or otherwise obtain any authorized investment described in Section 6 hereof from a person who has not delivered to the City the written statement acknowledging receipt of this Investment Policy in a form substantially similar to that attached hereto as Exhibit "A" (the "Certificate of Compliance"). For purposes of this Section 4.1., the "qualified representative" of a business organization offering to engage in an investment transaction with the City means a person who holds a position with a business organization, who is authorized to act on behalf of the business organization, and who is one of the following:

- (1) for a business organization doing business that is regulated by or registered with a securities commission, a person who is registered under the rules of the National Association of Securities Dealers;
 - (2) for a state or federal bank, a savings bank, or a state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by corporate resolution to act on behalf of and bind the banking institution;
- or
- (3) for an investment pool, the person authorized to sign the written instrument on behalf of the investment pool by the elected official or board with authority to administer the activities of the investment pool.

The "qualified representative" of an investment management firm under contract with the City for the investment and management of its public funds is a person who is an officer or principal of such firm.

J. The Investment Officer for the City shall disclose in writing to the City Council any (i) "personal business relationship" that they may have with a business organization offering to engage in an investment transaction with the City, or (ii) any relationship within the second degree by affinity or consanguinity, as determined by Chapter 573, Texas Government Code, as amended, to any individual seeking to sell an investment to the City. Any written disclosure statement filed with the City Council by the Investment

Officer pursuant to this section must also be filed with the Texas Ethics Commission. For purposes of this Section 4.J., the Investment Officer has a "personal business relationship" with a business organization if:

- (1) the Investment Officer owns ten percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
- (2) funds received by the Investment Officer from the business organization exceed ten percent of the Investment Officer's gross income for the previous year; or
- (3) the Investment Officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for their personal account.

- K. In conjunction with the City's annual financial audit, a compliance audit of management controls on investments and adherence to this Investment Policy must be performed. In connection with said compliance audit, the City Council shall review on an annual basis this Investment Policy and its investment strategies. In connection with said annual review, the City Council shall adopt a written resolution stating that it has reviewed this Investment Policy and the investment strategies set forth herein, and shall indicate in said resolution either the continuance of this Investment Policy without amendment or the changes made to the Investment Policy and/or the investment strategies herein.

Section 5. General Investment Principles and Objectives. All investments of City funds or funds under the City's control shall be made in accordance with the following general rules, regulations and policies:

- A. Any moneys in any fund of the City or in any fund established by the City Council in connection with the authorization of the City's bonds, including, but not limited to, proceeds from the sale of such bonds, which funds are not required for the payment of obligations due or to become due immediately, shall be invested and reinvested, from time to time, only in the authorized investments specified in Section 6 hereunder; provided, however, that all such investments shall be secured in the manner provided for the security of the funds of municipalities of the State of Texas (The Public Funds Collateral Act, Chapter 2257, Texas Government Code, as amended) or in such other manner as may be authorized by law from time to time and otherwise suitable for the City's needs.
- B. The policy of the City is to invest City funds only in instruments which further the following investment objectives of the City stated in order of importance: (1) preservation and safety of principal; (2) liquidity; and (3) yield. The City will continuously attempt to diversify its portfolio to reduce risks. The type, conditions and maturity date of City investments shall be consistent with the cash flow needs and operating requirements of the City, as determined from time to time by the City Council, and consistent with the investment strategy for each City account as set forth in Section 7 hereunder; provided, however, that in no event shall the maximum allowable stated

maturity of any individual investment owned by the City exceed two (2) years, unless otherwise specifically set forth in this Investment Policy.

- C. If invested in certificates of deposits, the City's funds shall be secured, to the extent that such funds are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, by the pledge to the City of certain types of securities, as determined in the sole discretion of the City, which under the laws of the State of Texas may be used to secure the deposits of municipalities, pursuant to and in compliance with a Public Funds Depositor Collateral Security Agreement which shall be substantially in the form attached hereto as Exhibit "B", the terms and conditions of which are incorporated herein by reference (the "Public Funds Depositor Collateral Security Agreement").
- D. Securities pledged to the City shall be pledged pursuant to and in compliance with a Public Funds Depositor Collateral Security Agreement to be entered into by and between the City and the institution(s) pledging such securities. Securities pledged to the City shall either be deposited and held in safekeeping at the trust or safekeeping department of a commercial banking institution located in the State of Texas not affiliated with the pledging institution(s) or a federal home loan bank, or shall be held in a restricted securities account, joint safekeeping account or other similar account in a branch of the Federal Reserve Bank pursuant to any and all applicable regulations, operating circulars, bulletins and policies of the Federal Reserve Bank, including the terms and conditions of any applicable forms or agreements, as may exist now or hereafter be enacted, promulgated or issued by the Federal Reserve Bank. The City's Investment Officer and Tax Assessor-Collector shall, within the limits of business practicality and consistent with the Federal Deposit Insurance Corporation Statement of Policy dated March 23, 1993, (or any subsequent applicable Statement of Policy issued by the FDIC) relative to the securing of public funds, ensure that the City's uninsured funds are at all times secured as required by the Public Funds Collateral Act (Chapter 2257, Texas Government Code, as amended) and in the manner set forth in the Public Funds Depositor Collateral Security Agreement. The City's Investment Officer and Tax Assessor-Collector are hereby authorized to execute Public Funds Depositor Collateral Security Agreements and any agreements, documents or forms required by the Federal Reserve Bank on behalf of the City, as and when required, and to approve the substitution of securities pledged to the City as collateral pursuant to and in the manner set forth in any Public Funds Depositor Collateral Security Agreement entered into by the City.
- E. The City Council recognizes that, within the framework of the above rules, decisions must be made concerning the type and duration of each investment transaction, and that such decisions are best made by the person responsible for implementing the transaction, based upon the facts and circumstances prevailing at the time. As a guide to making such decisions, it is hereby declared the policy of the City Council that priority should be given to proper security of the City's funds over maximizing the yield on investments. Furthermore, in cases where the rate of return on an investment security offered by competing banking institutions are substantially equivalent, the City's Investment Officer shall give preference to those investments and investment institutions offering

the greatest degree of administrative convenience and proximity, flexibility of investment arrangements and/or similar intangible benefits and community goodwill.

- F. Except as herein provided, nothing herein shall be deemed or construed to authorize the withdrawal, expenditure or appropriation of funds of the City except by check or draft signed by three (3) members of the City Council, or as otherwise provided by applicable statutes or the resolutions, rules, regulations, policies, orders or proceedings of the City Council. Furthermore, the City Council shall retain sole responsibility for establishing and implementing, from time to time, this Investment Policy, and all investment transactions to be undertaken by the City's Investment Officer pursuant to the Investment Policy shall be subject to the further or more specific directions, instructions, orders, resolutions or actions of the City Council.

Section 6. Authorized Investments. The following categories of investment are authorized for investment of City funds:

- A. Obligations, including letters of credit, of the United States or its agencies and instrumentalities;
- B. Direct obligations of the State of Texas or its agencies and instrumentalities;
- C. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas, or the United States or obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States, Issued, assumed or guaranteed by the State of Israel or any of their respective agencies and instrumentalities
- D. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
- E. Certificates of deposit issued by a state or national bank domiciled in the State of Texas, a savings bank domiciled in the State of Texas, or a state or federal credit union domiciled in the State of Texas that are:
- (1) Guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
 - (2) Secured by obligations of the type described in Section 2256.010(2), Texas Government Code, as amended, or
 - (3) secured in any other manner and amount provided by law for deposits of the City pursuant to a Public Funds Depositor Collateral Security Agreement approved and executed by the City;
- F. Commercial paper with a stated maturity of 270 days or fewer from the date of issuance which meets the requirements set forth in Section 2256.013, Texas Government Code, as amended;

- G. No-load money market mutual funds that:
- (1) are registered with and regulated by the Securities and Exchange Commission;
 - (2) provide the City with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.);
 - (3) have a dollar-weighted average stated maturity of 90 days or fewer; and
 - (4) include in their investment objectives the maintenance of a stable net asset value of \$1.00 for each share;
- H. Investment pools which meet the requirements set forth in Section and Section 2256.019, Texas Government Code, as amended; and
- I. Fully collateralized repurchase agreements meeting the requirements set forth in Section 2256.011, Texas Government Code, as amended, provided that the maximum maturity of same shall not exceed seven (7) days.

Section 7. Investment Strategies. City investments shall be made upon the evaluation of the specific investment objectives and strategies of each account of the City, with the primary objective for the selection of any City investment being the understanding of the suitability of such investment to the financial requirements of the City. The City's investment strategy for each of its accounts is as follows:

- A. **Operating/General Account:** The operating/general account is used for all operations and maintenance needs of the City and funds therein shall be invested to meet the operating and cash flow requirements of the City as determined by the City Council. The highest priorities for this account are the liquidity and marketability of an investment if the need arises to liquidate the investment before its maturity. Of equal importance is the preservation and safety of the principal of investments in the operating account. When these priorities are met, the yield on investments held in the operating/general account will next be considered.
- B. **Debt Service/Bond Fund Account;** The City's debt service/bond fund account is used to pay the City's debt service on its outstanding bonds. The highest priority for this account is the preservation and safety of principal. Since the City knows the amount of its debt service requirements and when it becomes due, investments for the debt service/bond fund account should be structured to coincide with the amount and timing of the debt service requirements. When the preservation and safety of principal and liquidity considerations for debt service purposes are assured, including the marketability of debt service/bond fund account investments in the event the need arises to liquidate an investment before its maturity, the yield on debt service/bond fund account investments should be considered. Since the amount of City funds in the debt service/bond fund account can be significant, diversification of the debt service/bond fund account investment portfolio may be necessary. The City may easily liquidate investments in an investment pool and therefore such investments may be appropriate in combination with longer term investments in the debt service/bond fund account.

- C. **Capital Projects/Construction Fund Account:** The capital projects/construction fund account is used to pay for capital improvements of the City. The highest priority for this account is the preservation and safety of principal. In the event that funds held in the capital projects/construction fund account are for particular improvement projects that have been previously identified by the City Council, the City Council will have an idea of the approximate time when disbursements will be required to be made from this account. In this situation, investments in the capital projects/construction fund account should be structured so that they mature or can be liquidated on or about the dates that disbursements are expected to be made. Once the safety of principal and liquidity and marketability of capital projects/construction fund account investments which are to match certain disbursement dates are assured, the yield on such investments may be considered. Since City funds in the capital projects/construction fund account may not be needed for a year or more, longer term instruments should be considered to increase yield. However, if funds available in the City's capital projects/construction fund account are surplus construction funds from prior bond issues or interest earnings on such funds and are not earmarked for specific improvement projects, but rather viewed by the City Council as an emergency reserve fund for major repairs or rehabilitation projects, investments in the capital projects/construction fund account, at least to the extent that they are for emergency reserve purposes, should be kept in relatively short term investments that can be easily marketed and liquidated if necessary, such as investment pools. Alternatively, bond proceeds that may be deposited in the City's capital projects/construction fund account for reimbursement to a developer and which may be in the capital projects/construction fund account for only one or two days, should be kept in the most liquid investment available. Investment diversification for large amounts of City funds that may be deposited into the capital projects/construction fund account for only one or two days may be achieved through the use of an investment pool. Since investment pools are short term in nature, they would normally be used for City funds in this account only if the City knows that it will be dispersing funds in a relative short period of time. However, on some occasions the yield on investment pools is higher than on longer term investments, so their use may be optimal for funds in the capital projects/construction fund account.

Section 8. Miscellaneous.

- A. In the event of any conflict or inconsistency between the terms of this Investment Policy and applicable requirements of law, such conflict or inconsistency will be resolved in favor of the more restrictive of this Investment Policy or the applicable requirements of law. In the event of any ambiguity or uncertainty as to the intent and application of any part, section/ paragraph or provision hereof, a written request for clarification or approval of a proposed action describing such circumstances shall be submitted to the City Council for a decision as to a proper course of action.
- B. Investments which are prohibited by Government Code chapter 2270 Prohibition on Investing Public Money in Certain Investments and SB 253 (85th Legislature Regular Session). That chapter deals primarily with entities conducting business with Sudan, Iran or Foreign Terrorist Organizations. Such "Listed Companies" are prohibited Investments. The Texas Comptroller will regularly update the list of Listed Companies.

The Investment Officer will review the updated list when made available by the Comptroller and will follow the requirements of SB 253 with respect to any existing investments in Listed Companies.

- B. The rules, regulations and policies set forth herein shall be and remain in full force and effect unless and until amended, revised, rescinded or repealed by action of the City Council. The City Council specifically reserves the right to change, alter or amend any provision of this Investment Policy at any time.
- C. The provisions of this Investment Policy are severable, and if any provision or part of this Investment Policy 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 Investment Policy and the application of such provision or part of this Investment Policy shall not be affected thereby.

The Mayor is authorized to execute and the Secretary to attest this Investment Policy on behalf of the City Council.

PASSED and ADOPTED this the 13th day of September, 2022.

CITY OF MONTGOMERY, TEXAS

By: _____
Byron Sanford, Mayor

ATTEST:

Nici Browe, City Secretary, TRMC

Montgomery City Council
AGENDA REPORT

Meeting Date: September 13, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action regarding the City entering into a Development Agreement with Pulte Homes of Texas, LP.

Recommendation

Motion to approve the Agreement as presented.

Discussion

The attached Development Agreement for the Pulte 80-acre single-family residential project outlines the responsibilities of both the developer and the City. City staff, the city engineer, and the city attorney have worked with the developer and their team of consultants to reach an agreement that benefits both the future residents and current residents of the City. The developer’s team will be at the meeting along with City staff and consultants to discuss any thoughts or questions that you may have on these items.

Approved By

Interim City Administrator	Dave McCorquodale	Date: 09/09/2022
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DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF MONTGOMERY, TEXAS AND
PULTE HOMES OF TEXAS, L.P.

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

RECITALS

The Developer has contracted to purchase approximately 80 acres of land outside of the corporate limits of the City, as described on the attached **Exhibit A** (defined herein as the "Tract") in Montgomery County, Texas. The Developer intends to develop the Tract for single-family residential purposes. The Developer represents that the development of the Tract requires the creation of a municipal utility district over the Tract to fund certain public infrastructure, and an agreement with the City will provide for long-term certainty concerning development of the Tract. The current landowner, Sarah Anne Peel Mabry (the "Landowner") has petitioned the City for voluntary annexation of the Tract into the corporate limits of the City concurrently with approval of this Agreement by submission of the Petition for consent to Annex Land into the Corporate Limits of the City of Montgomery, Texas on the attached **Exhibit B** (the "Annexation Petition"). The City hereby agrees that it shall adopt a resolution attached as **Exhibit C** (the "MUD Consent Resolution") consenting to the creation of the District after Developer closes on the purchase and sale of the Tract, and the City agrees that the resolution will be deemed to constitute the City's consent to creation of a special district over the boundaries of 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:

Annexation Tract or Tract means approximately 80 acres of land to be annexed by the City upon petition of the Developer, as described in **Exhibit A**

City means the City of Montgomery, Texas.

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

Developer means Pulte Homes of Texas, L.P., a Texas limited partnership, its successors or assigns.

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

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

Parties means the City and the Developer, collectively.

Tract means the approximately 80 acres of land to be developed by Developer, as described in Exhibit A, and any additional land that may be annexed into the District as approved by the City.

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

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

- Exhibit A Metes and Bounds Description of the Tract and/or Annexation Tract
- Exhibit B Annexation Petition
- Exhibit C MUD Consent Resolution
- Exhibit D Land Plan
- Exhibit E Form of Utility Agreement
- Exhibit F Utility Exhibit

ARTICLE II.

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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 this Agreement, the applicable City regulations and ordinances, including the City of Montgomery Code of Ordinances, as amended (the “City Code”) except for the variances as set forth in this Agreement.. The Developer is responsible for the design and construction of all internal water and sanitary sewer lines and associated facilities and drainage facilities to serve the Tract. The City will provide retail water and sanitary sewer service to customers within the Tract, all in accordance with the Utility Agreement, the form of which is attached hereto as **Exhibit E**. Following acceptance by the City, the water and sanitary sewer infrastructure will be owned, operated, and maintained by the City per normal practice and as described in the Utility Agreement. The City agrees to provide the District with its ultimate requirements for wastewater treatment and water capacity in accordance with the Utility Agreement and as further described herein.

b. Water Supply Facilities. The parties acknowledge that the Tract will be developed with ultimate water requirements of 92,700 gpd to serve approximately 309 connections. Parties agree that the Developer will develop the Tract in accordance with this Agreement.

1. The Tract will consist of approximately 309 ESFCs necessitating 92,700 gpd of water capacity. The City agrees that it has the capacity in its water treatment system to serve the Tract and commits that such capacity shall be reserved for the benefit of Developer and the Tract; however the Developer is required to fund the construction of certain improvements to the City’s water supply system in order to provide sufficient pressure for the Tract.

i. **Water Line.** The Developer agrees to design and construct, at the Developer's cost, a 12” off-site waterline to connect to the City’s existing 12” waterline on FM 1097 to the eastern boundary of the Tract along FM 1097 and an 8” off-site waterline to connect the internal water system to the existing 8” waterline located on Terra Vista Circle, which shall be routed generally as shown on **Exhibit F** or such other route as is mutually agreed upon by the Parties (“Water Line”). The Water Line will be constructed in an easement dedicated by the Developer.

ii. **Ownership.** The City will accept such Water Line for ownership and operation in accordance with the terms of the Utility

Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.

c. Wastewater Treatment Facilities. The parties acknowledge that the Tract will be developed in phases with ultimate wastewater requirements of 61,800 gpd to serve 309 connections.

i. **Lift Station No. 10 and Force Main Improvements.** The City agrees to design and construct improvements to Lift Station No. 10 and the discharge force main related to it to serve the Tract as generally shown on Exhibit F (the "**Lift Station No. 10**"). Lift Station No. 10 shall be sized to serve the Tract; if the City requires Lift Station No. 10 to be oversized to serve land outside the Tract, the Parties agree to comply with provisions of Section 2.3 herein.

ii. **On Site Lift Station and Force Main.** The Developer agrees to design and construct, at the Developer's cost, a public lift station and force main to serve the Tract to tie into the gravity sanitary sewer line located on Terra Visa Circle, as generally shown on Exhibit F (the "**On Site Lift Station**"). The On Site Lift Station shall be sized to serve the Tract; if the City requires the On Site Lift Station to be oversized to serve land outside the Tract, the Parties agree to comply with provisions of Section 2.3 herein.

iii. **Funding.** The City will provide the Developer and the District a cost estimate of the engineering and construction costs of the Lift Station No. 10, and upon presentation of such estimate, the Developer agrees to deposit with the City the funds for design (including preliminary design, design, topographic survey, reimbursable expenses, and bid phase services) of the Lift Station No. 10. The City will be responsible for bidding the Lift Station No. 10 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 and District shall have the right to review all bids received for the construction of the Lift Station No. 10, approve award of the construction contract for the Lift Station No. 10, and review and approve all pay estimates and change orders related thereto. The Developer is not responsible for any change orders that exceed twenty-five percent of the construction contract as the maximum allowed by TCEQ rules, and is therefore not eligible for reimbursement by the District of such change order. The City will keep accurate records of Developer deposits and Lift

Station No. 10 costs and make such records available for Developer or District inspection upon request. Within 45 days of City acceptance of the Lift Station No. 10 project, the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the construction contract. In the event the City has expended more than the deposit amount, the Developer will reimburse the City for any excess cost except for the aggregate of construction change order cost in excess of twenty-five percent of the total construction contract for the Lift Station No. 10. 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.

- iv. **Timing.** Parties acknowledge Lift Station No. 10 is critical to the development of the Tract. The City is obligated to begin design of Lift Station No. 10 upon execution of this Agreement. In the event the City does not timely commence design and/or construction of Lift Station No. 10 in accordance with this Agreement, the City agrees that the Developer and/or District may design and construct Lift Station No. 10 to meet its development needs.
- v. **Ownership.** The City will accept such On Site Lift Station for ownership and operation in accordance with the terms of the Utility Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.
- vi. **Capacity.** The City agrees that upon completion of the On Site Lift Station, it has the capacity in its Wastewater treatment system to serve the Tract and commits that such capacity shall be reserved for the benefit of Developer and the Tract.

- d. **Impact Fees.** The Developer agrees to pay impact fees for water supply facilities and wastewater treatment facilities (“Impact Fees”) in the amount as stated in the City’s current adopted Impact Fees, or as may be amended from time to time. The Developer will be assessed and pay Impact Fees at the time of the City’s approval of the final plat for each section based on the number of connections in such plat.
- e. **Drainage Facilities.** The Developer will submit a drainage study to the City prior to approval of construction plans. All drainage and detention facilities must be designed and constructed in accordance with this Agreement, the City Code and any applicable Montgomery County standards, except for any variances set forth in this Agreement. The City agrees to allow culverts and public roads within public

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road right of way as restrictors or control structures for detention facilities. All onsite storm sewer systems will be designated as public facilities and accepted by the City upon completion. Any detention ponds will not be accepted by the City but owned and maintained by the District and/or a property owners association.

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

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

Section 2.5. Development Regulations. Developer agrees that the development of the Tract shall be in accordance with the City Code except as to lot size: all platted single-family residential lots within the District may be a minimum of 45 feet wide and 120 feet long and 5,400 square feet. This Agreement constitutes the City’s acceptance of the described variance from its City Code.

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

Section 2.7. Plan Approval. Developer agrees that no work shall begin with Texas Department of Transportation (“TXDOT”) right-of way prior to approval by TXDOT of plans.

Section 2.8. Eminent Domain. Developer will use all reasonable efforts to acquire, by negotiated purchase, right-of-way located off-Property and needed with respect to public infrastructure located outside of the Tract. In the event Developer or the District is unable to acquire the needed right-of-way by negotiated purchase, the City will cooperate with the

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Developer and the District, at the sole cost and expense of Developer and the District, to acquire the needed right-of-way including, but not limited to, the exercise by the City of its power of eminent domain.

Section 2.9. Vesting. The Land Plan attached as Exhibit D, as amended from time to time in accordance with this Agreement (the "Land Plan"), which Land Plan is considered be a development plan as provided for in Section 212.172 of the Texas Local Government Code.

ARTICLE III.
DEFAULT AND TERMINATION

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

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

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

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

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

Section 3.2. Notice of Developer’s Default.

a. The City shall notify Developer in writing of an alleged failure by the Developer to comply with a provision of this Agreement, describing the alleged failure with {00227677.docx }

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

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

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

ARTICLE IV.
CITY’S CONSENT TO CREATION; VOLUNTARY ANNEXATION;
DISTRICT ANNEXATION OF LAND

Section 4.1. Consent to Creation of the District. The City hereby agrees that it shall approve a resolution consenting to the creation of the District after Developer closes on the purchase and sale of the Tract, and the City agrees that the resolution will be deemed to constitute the City's consent to creation of the District. No further action will be required on the part of the City to evidence its consent; however the City agrees to provide any additional confirmation of its consent that may be required by the Developer or the District if requested to do so.

Section 4.2. Consent to Annexation of City. Concurrently with approval of this Agreement, Landowner has submitted to the City its petition for annexation of the Annexation Tract into the corporate limits of the City. The City hereby agrees that it shall not annex the Tract into the corporate limits of the City until ten (10) days after Developer closes on the purchase and sale of the Tract and at such time the Annexation Tract shall be entitled to all the rights and privileges and bound by all regulations of the City.

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

ARTICLE V.
DISSOLUTION

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

- a. At least 90% of the developable acreage within the District has been developed with water, wastewater, and drainage facilities. Developable acreage means the total acreage in the District less acreage associated with land uses for roads, utility easements, drainage easements, levee easements, lakes, creeks, bayous, and open space; and

b. The Developer has been reimbursed by the District to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligation for such reimbursement of the District under such rules.

ARTICLE VI.

MISCELLANEOUS

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

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

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

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

Section 6.4. No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall

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be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 6.5. Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advise (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to another (except bills), must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited. Notice given in any such other manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

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

With a copy to City attorney:

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

If to the Developer, to:

Pulte Homes of Texas, L.P.
100 Bloomfield Hills Pkwy, Ste. 300
Bloomfield Hills, MI 48304
Attention: _____

With a copy to:

SKLaw
1980 Post Oak Boulevard, Suite 1380
Houston, Texas 77056
Attention: Julianne B. Kugle

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

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

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

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

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

Section 6.10. Termination of Agreement. This Agreement shall be automatically terminated in the event that Developer does not purchase the Tract within sixty (60) days after the Agreement is approved by the City and the Annexation Petition submitted by Landowner shall be automatically withdrawn and no further action relating to annexation by the City shall occur.

Section 6.11. Term. This Agreement shall be in force and effect from the Effective Date and continue for a term of thirty (30) years unless otherwise previously terminated pursuant to some term or condition of this Agreement or by express written agreement by the City and Developer. Upon expiration of thirty (30) years from the Effective Date of this Agreement, this Agreement may be extended upon mutual consent of the Developer and the City.

Section 6.12. 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

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

Section 6.13. Execution of Agreement by District. After approval of the creation of the District by the TCEQ, Developer shall cause the assignment, execution and adoption by the Board of Directors of the District of the Utility Agreement in the form attached hereto as Exhibit E within 90 days after the election confirming creation of the District.

(Signature Pages to Follow)

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

PULTE HOMES OF TEXAS, L.P., a Texas limited partnership

By: Pulte Nevada I LLC,
a Texas limited liability company,
its general partner

By: _____
Name: Todd N. Sheldon
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this _____ day of _____, 2022, by Todd N. Sheldon, Manager of Pulte Nevada I LLC, a Texas limited liability company, and general partner of Pulte Homes of Texas, L.P., a Texas limited partnership.

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Notary Public, State of Texas

(NOTARY SEAL)

CITY OF MONTGOMERY, TEXAS

Byron Sanford, Mayor

ATTEST:

Nicola Browe, City Secretary

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

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

Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT "A"
METES AND BOUNDS

[See attached.]

EXHIBIT "B"
ANNEXATION PETITION

EXHIBIT "C"
MUD CONSENT RESOLUTION

EXHIBIT "D"
LAND PLAN

**PETITION FOR CONSENT TO
ANNEX LAND INTO CORPORATE LIMITS OF CITY OF MONTGOMERY, TEXAS**

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

TO THE HONORABLE MAYOR AND CITY
COUNCIL OF THE CITY OF MONTGOMERY, TEXAS:

The undersigned (the "Petitioner"), respectfully petitions the City of Montgomery, Texas (the "City"), for its consent to the addition of land to the City's corporate limits. In support of this Petition, the Petitioner would show the following:

I.

The land sought to be added to the City is described by metes and bounds in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Tract").

II.

The Tract lies wholly within Montgomery County, Texas, and wholly within the extraterritorial jurisdiction of the City.

III.

Petitioner holds fee simple title to the Tract, as shown by the Montgomery County Tax Rolls and conveyances of record, and Pulte Homes of Texas, L.P. is the contract purchaser. There are no liens on the Tract. No one resides on the Tract.

IV.

The general nature of the work to be done by and within the Tract at the present time is the construction, maintenance and operation of a waterworks system for domestic purposes; the construction, maintenance and operation of a sanitary sewer collection system; the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflowed lands within the Tract; the construction, installation, maintenance, purchase and operation of park and recreational facilities; the construction, installation, maintenance, purchase and operation of roads; and the construction, installation, maintenance, purchase and operation of such additional facilities, systems, plants and enterprises.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of Montgomery, Texas, adopt an ordinance giving its written consent to the addition of the Tract to the corporate limits of the City.

RESPECTFULLY SUBMITTED this 24th day of ^{June 8^m} ~~July~~, 2022.

“Petitioner”

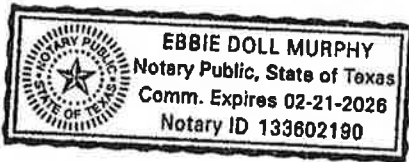
By: *Sarah Anne Peel Mabry*
Name: Sarah Anne Peel Mabry

THE STATE OF TEXAS §
 §
COUNTY OF Fayette §

This instrument was acknowledged before me on June 24th, 2022, by Sarah Anne Peel Mabry, individually, and acknowledged to me that said person executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said individual.

Ebbie Doll Murphy
Notary Public in and for the
State of TEXAS

(SEAL)



JOINDER TO PETITION FOR ANNEXATION

PULTE HOMES OF TEXAS, L.P.,
a Texas limited partnership

By: Pulte Nevada I, LLC
a Delaware limited liability company,
Its General Partner

By: *Lee Jones*
Name: *Lee Jones*
Title: *VP Land Acquisition*

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on July 12, 2022, by Lee Jones,
VP of Acquisition of Pulte Nevada I, LLC, a Delaware limited liability company, in its capacity as
General Partner of Pulte Homes of Texas, L.P., a Texas limited partnership on behalf of said limited
partnership.

Troy Rial
Notary Public in and for the
State of TEXAS

(SEAL)

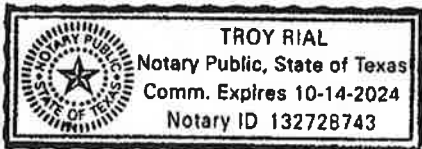


EXHIBIT "A"
METES AND BOUNDS DESCRIPTION
OF 79.771 ACRE TRACT

RESOLUTION NO. _____**RESOLUTION CONSENTING TO THE CREATION OF MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 224; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO**

WHEREAS, Pursuant to Chapters 49 and 54 of the Texas Water Code, Sarah Anne Peel Mabry (herein the "Petitioner") has petitioned for consent to the creation of Montgomery County Municipal Utility District No. 224 (the "District") to serve the approximately 79.771 acres of land located in Montgomery County, Texas, as described in the attached Exhibit "A" and

WHEREAS, a portion of the land to be included within the District is located within the jurisdiction of the City of Montgomery, Texas; and

WHEREAS, Section 42.042, Texas Local Government Code, provides that land within the jurisdiction of a city may not be included within a municipal utility district without the written consent of such city, town, or village; and

WHEREAS, Petitioner has submitted to the Mayor and City Council of the City of Montgomery, Texas, a Petition for Consent to Creation of Montgomery County Municipal Utility District No. 224; and

WHEREAS, the general nature of the work to be done by and within the District is (i) the design, construction, acquisition, improvement, extension, maintenance, and operation of a waterworks and sanitary sewer system for municipal, domestic, industrial, and commercial purposes; (ii) the design, construction, acquisition, improvement, extension, maintenance, and operation of works, improvements, facilities, systems, plants, equipment, and appliances helpful or necessary to provide more adequate drainage for the District; (iii) to control, gather, conduct, divert, abate, and amend local storm waters or other harmful excesses of waters, and such other design, construction, acquisition, improvement, extension, maintenance, and operation of such additional facilities, systems, plants and enterprises as are helpful or necessary for such purposes; (iv) the design, construction, acquisition, extension, maintenance, and operation of macadamized, graveled, or paved roads or turnpikes, or improvements in aid of those roads or turnpikes, inside or outside the District, as authorized by Article III, Section 52, of the Texas Constitution; (v) the financing, developing, and maintaining of parks and recreational facilities for the people in the District; and (vi) such other design, construction, acquisition, installation, improvement, extension, maintenance, and operation of such additional facilities, systems, plants, and enterprises as shall be consonant with all of the purposes for which the District is created; and

WHEREAS, the City Council of the City of Montgomery, Texas desires to adopt Resolution No. _____ as set forth herein for the purpose of consenting to the creation of the District.

NOW THEREFORE,

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

1. That all of the matters and facts set out in the preamble hereof be true and correct.

2. That the City Council of the City of Montgomery, Texas, hereby specifically gives its written consent, as provided by Section 42.042, Texas Local Government Code, to the creation of Montgomery County Municipal Utility District No. 224, within the city limits of the City of Montgomery Texas, the boundaries of the land to be included within the District being described in Exhibit "A" attached hereto and made a part hereof for all purposes.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED AND APPROVED on this _____ day of _____, 2022.

Mayor, City of Montgomery

ATTEST:

City Secretary, City of Montgomery

(SEAL)

EXHIBIT "A"

The Land

(79.771 acres)

[attached]

CERTIFICATE OF RESOLUTION NO. _____

MONTGOMERY, TEXAS

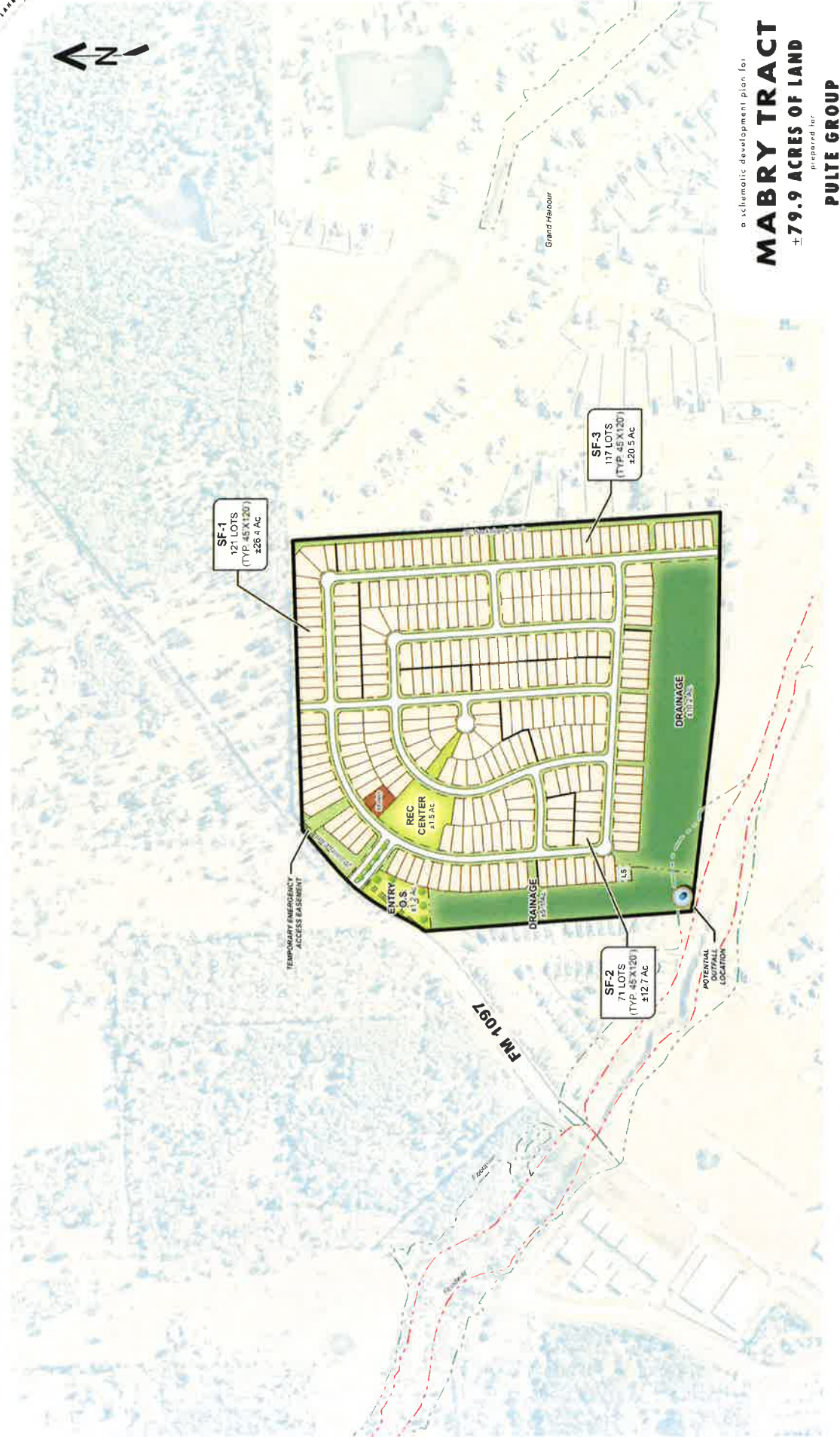
I, the undersigned City Secretary of the City of Montgomery, Texas hereby certify that the attached and foregoing is a true and correct copy of Resolution No. _____ of the City of Montgomery, Texas, consenting to the creation of a municipal utility district, to be known as Montgomery County Municipal Utility District No. 224. I further certify that said Resolution was passed and approved by the City Council of the City of Montgomery, Texas on _____, 20____.

WITNESS MY HAND AND SEAL OF THE CITY OF MONTGOMERY, TEXAS, the _____ day of _____, 20____.

City Secretary, City of Montgomery, Texas

(SEAL)

NEPA PLANNING • DESIGN



SF-1
121 LOTS
(TYP. 45' X 120')
±26.4 AC

SF-3
117 LOTS
(TYP. 45' X 120')
±20.5 AC

TEMPORARY EMERGENCY
ACCESS BASEMENT

REC CENTER
#15 AC

ENTRY
90 S
#13 AC

SF-2
71 LOTS
(TYP. 45' X 120')
±12.7 AC

FM 1097

Grand Harbour

DRAINAGE
#172.5 AC

POTENTIAL
FUTURE
LOCATION

MABRY TRACT
±79.9 ACRES OF LAND
prepared for
PULTE GROUP

a schematic development plan for



24275 Katy Freeway, Ste. 200
Katy, Texas 77404
Tel: 281-810-1422

SCALE: 1" = 100'
DATE: M/S, 18, 07
SEPTEMBER 6, 2022

LOT SUMMARY

45' x 120'	309 LOTS	100%
TOTAL		309 LOTS

THIS DRAWING IS A SCHEMATIC DEVELOPMENT PLAN AND NOT A LEGAL INSTRUMENT. ANY INFORMATION ON THIS DRAWING IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE INFORMATION ON THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE INFORMATION ON THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSES.

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NEPA PLANNING • DESIGN

EXHIBIT "E"

UTILITY AGREEMENT

THE STATE OF TEXAS §
 §
 COUNTY OF MONTGOMERY §

THIS AGREEMENT is made and entered into as of the date herein last specified, by and between the CITY OF MONTGOMERY, TEXAS (the "City"), a Type A general-law municipality located in Montgomery County, Texas, and MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 224, created as a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, and Chapters 49 and 54, Texas Water Code, as amended (hereinafter, the term "District" (as defined herein)).

WITNESSETH:

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

WHEREAS, the City by resolution dated _____, 2022 has consented to the creation of the proposed District (the "City Consent Resolution"); and

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

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

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

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

AGREEMENT

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

ARTICLE I
DEFINITIONS

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

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

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

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

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

“Development Agreement” shall mean that certain Development Agreement, dated _____, 2022, between the City and Pulte Homes of Texas, L.P., a Texas limited partnership, as may be amended from time to time.

“District” shall mean Montgomery County Municipal Utility District No. 224, a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, and Chapters 49 and 54 Texas Water Code, as amended, and which includes within its boundaries approximately 80 acres of land described on **Exhibit “A”** attached

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

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

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

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

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

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

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

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

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

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

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

2.02. Water Distribution and Supply Facilities. The City shall provide the District with its ultimate requirements for water production supply of 92,700 gpd to serve approximately 309 ESFCs. The District agrees to design and construct, at the District's cost, a 12” off-site waterline connecting to the City’s existing 12” waterline on FM 1097 to the eastern boundary of the Tract along FM 1097 and an 8” off-site waterline to connect the internal water system to the existing 8” waterline located on Terra Vista Circle, which shall be routed generally as shown on Exhibit F or such other route as is mutually agreed upon by the Parties (“Water Line”). The Water Line will be constructed in an easement dedicated by the District. The Water Line will be sized to serve the District; to the extent the City requires the Water Line to be oversized to serve land outside the District, the Parties agree to comply with provisions of Section 2.07 below. Funding of the Water Line by the District shall be in accordance with the terms of the Development Agreement. The City will accept the Water Line for ownership and operation in accordance with the terms of this Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.

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

- a. Advance funds as payment towards Impact Fees that would be due and payable

to the City for future development in the District, which funds shall be used by the City solely for funding the costs of constructing additional water supply facilities necessary to serve subsequent phases of development in the District, and the City would thereafter credit the District up to an amount equal to the amount advanced by the District; and/or

- b. Construct additional water supply facilities based upon demand and usage and sized appropriately to serve development within the District in accordance with all regulatory requirements, and the City would thereafter credit the District for the Impact Fees related to development in the District that would otherwise be due and payable to the City up to an amount equal to the costs of constructing the additional water supply facilities.

2.03. Wastewater Treatment Plant Facilities. The City shall provide the District with its ultimate wastewater requirements of 61,800 gpd to serve approximately 309 connections.

- i. Lift Station No. 10 and Force Main Improvements. The City agrees to design and construct Lift Station No. 10 and Force Main Improvements to serve the Tract as generally shown on Exhibit C ("Lift Station No. 10"). Lift Station No. 10 shall be sized to serve the Tract; if the City requires Lift Station No. 10 to be oversized to serve land outside the Tract, the Parties agree to comply with provisions of Section 2.07 herein. The City will be responsible for bidding Lift Station No. 10 in accordance with competitive bidding laws. The District shall have the right to review all bids received for the construction of Lift Station No. 10, approve award of the construction contract for Lift Station No. 10, and review and approve all pay estimates and change orders related thereto. Funding of Lift Station No. 10 by the District shall be in accordance with the terms of the Development Agreement. Timing of design and construction of Lift Station No. 10 by the City shall be in accordance with the terms of the Development Agreement. In the event that the City does not timely commence design and/or construction of the Lift Station No. 10 in accordance with this Agreement, the City agrees that the District may design and construct the Lift Station No. 10 to meet its development needs.
- ii. On Site Lift Station and Force Main. The District agrees to design and

construct, at the District's sole cost, a public lift station and force main to serve the Tract to tie into the gravity sanitary sewer line located on Terra Visa Circle, as generally shown on Exhibit F (the "On Site Lift Station"). The On Site Lift Station shall be sized to serve the Tract; if the City requires the On Site Lift Station to be oversized to serve land outside the Tract, the Parties agree to comply with provisions of Section 2.07 herein.

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

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

2.04. Impact Fees. The District agrees to pay impact fees for water supply facilities and wastewater treatment facilities ("Impact Fees") in the amount as stated in the City's current adopted Impact Fees, or as may be amended from time to time. The District will be assessed and pay Impact Fees at the time of the City's approval of the final plat for each section based on the number of connections in such plat.

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

2.06. Road Facilities. The District shall be authorized to construct such roads as are authorized by applicable law and approved by the City in accordance with this

Agreement. The public road Facilities will be conveyed to the City upon final completion and subject to final acceptance by the City.

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

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

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

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

ARTICLE III
OWNERSHIP, OPERATION AND MAINTENANCE OF FACILITIES

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

3.02. Operation by the City. As the Facilities are completed, representatives of the City shall inspect the same and, if the City finds that the same has been completed in

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

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

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

ARTICLE IV
FINANCING OF FACILITIES

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

At least thirty (30) days before the issuance of bonds, except refunding bonds, the

District's financial advisor shall certify in writing that bonds are being issued within the existing economic feasibility guidelines established by the TCEQ (if applicable) and whether or not the District bonds have been approved by the TCEQ, if applicable. The report, provided to the City Administrator, should also state the following:

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

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

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

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

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

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

ARTICLE V DISSOLUTION OF THE DISTRICT

5.01. Dissolution of District Prior to Retirement of Bonded Indebtedness. The City and the District recognize that, as provided in the laws of the State of Texas, the City has the right to dissolve the District and to acquire the District's Assets and assume the District's Obligations. Notwithstanding the foregoing, the City agrees that it will not dissolve the District until the following conditions have been met:

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

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

least the amount necessary to discharge the District’s Obligations, including those under any Development Financing Agreements.

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

ARTICLE VI
REMEDIES IN EVENT OF DEFAULT

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

ARTICLE VII
MISCELLANEOUS PROVISIONS

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

7.02. Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf

of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

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

If to the City, to:

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

With a copy to City attorney:

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

If to the District, to:

Montgomery County Municipal Utility District No. 224
c/o SKLaw
1980 Post Oak Boulevard, Suite 1380
Houston, Texas 77056
Attention: Julianne B. Kugle

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

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

7.05. No Additional Waiver Implied. The failure of either party to insist upon

performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other party.

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

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

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

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

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

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

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

[EXECUTION PAGES FOLLOW.]

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

THE CITY OF MONTGOMERY, TEXAS

Mayor

ATTEST/SEAL:

City Secretary

MONTGOMERY COUNTY MUNICIPAL
UTILITY DISTRICT NO. 224

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

EXHIBIT "A"
METES AND BOUNDS

EXHIBIT "B"
UTILITY EXHIBIT

EXHIBIT "C"
LAND PLAN

County: Montgomery
Project: FM 1097 (Tract 2)
Job No.: 220402
M&B No.: 22-111

FIELD NOTES FOR 79.910 ACRES

Being a tract containing 79.910 acres of land located in the Owen Shannon Survey, A-36, in Montgomery County, Texas. Said 79.910 acres being a portion of a call 80.72 acre tract of land recorded in the name of Sarah Anne Peel Mabry in Volume 683, Page 279 of the Montgomery County Deed Records (M.C.D.R.). Said 79.910 acres being more particularly described by metes and bounds as follows (bearings are referenced to the Texas Coordinate System of 1983, Central Zone, based on GPS observations):

BEGINNING at a 3/4 inch axle found at the southwest corner of said 80.72 acres, the southeast corner of Terra Vista At Waterstone Section One, a subdivision recorded in Cabinet Z, Sheets 3587-3589 of the Montgomery County Map Records (M.C.M.R.) and being on the north line of a call 155.2494 acre tract of land recorded in the name of Waterstone on Lake Conroe, Inc., under File Number 2008023660 of the Official Public Records of Montgomery County (O.P.R.M.C.);

THENCE, with the west line of said 80.72 acres and the east line of said Terra Vista At Waterstone Section One, North 04 degrees 12 minutes 19 seconds West, a distance of 1,251.43 feet to the beginning of a non-tangent curve to the left on the southeast Right-of-Way (R.O.W.) line of FM 1097, based on a width of 80 feet, as described in Volume 5, Page 120 and Volume 291, Page 280 of the M.C.D.R. from which a found 5/8 inch capped iron rod stamped "Glezman" bears South 05 degrees 57 minutes 51 seconds West, 4.12 feet;

THENCE, with said R.O.W. line, the following four (4) courses:

- 1.) 116.53 feet along the arc of said curve having a radius of 994.93 feet, a central angle of 06 degrees 42 minutes 39 seconds and a chord which bears North 30 degrees 31 minutes 52 seconds East, 116.47 feet to a point of tangency from which a found 5/8 inch capped iron rod stamped "Glezman" bears North 41 degrees 20 minutes 24 seconds East, 1.08 feet;
- 2.) North 27 degrees 10 minutes 33 seconds East, a distance of 58.80 feet to a point of curvature to the right from which a found 5/8 inch capped iron rod stamped "Glezman" bears North 89 degrees 48 minutes 55 seconds East, 0.49 feet;
- 3.) 343.86 feet along the arc of said curve having a radius of 914.93 feet, a central angle of 21 degrees 32 minutes 00 seconds and a chord which bears North 37 degrees 56 minutes 33 seconds East, 341.84 feet to a 5/8 inch capped iron rod found at a point of tangency;
- 4.) North 48 degrees 42 minutes 33 seconds East, a distance of 234.80 feet to the southwest corner of a call 123.299 acre tract of land recorded in the name of George W. Faulkner and Inez Mary Faulkner under File Number 2000011143 of the O.P.R.M.C. and being on the north line of said 80.72 acres, from which a found 1/2 inch iron rod bears South 87 degrees 59 minutes 38 seconds West, 3.15 feet;

THENCE, with the north line of said 80.72 acres and the south line of said 123.299 acres, North 87 degrees 59 minutes 38 seconds East, a distance of 1,355.98 feet to a 1 inch iron pipe found at the northeast corner of said 80.72 acres and the northwest corner of Grand Harbor Section Fourteen, a subdivision recorded in Cabinet Z, Sheets 499-502 of the M.C.M.R.;

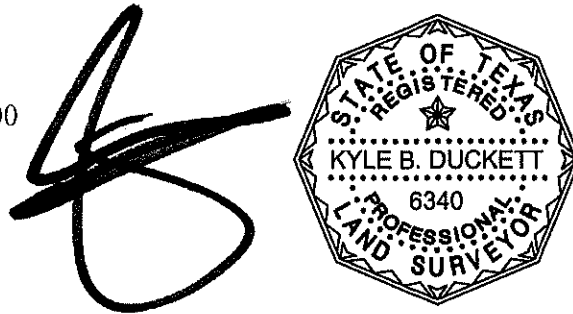
THENCE, with the east line of said 80.72 acres, the west line of said Grand Harbor Section Fourteen and the west line of Grand Harbor Section Ten, a subdivision recorded in Cabinet Z, Sheets 760-761 M.C.M.R., South 03 degrees 47 minutes 30 seconds East, a distance of 2,010.30 feet to a 5/8 inch capped iron rod stamped "Town & Country" found at the southeast corner of said 80.72 acres and being on the north line of aforesaid 155.2494 acres;

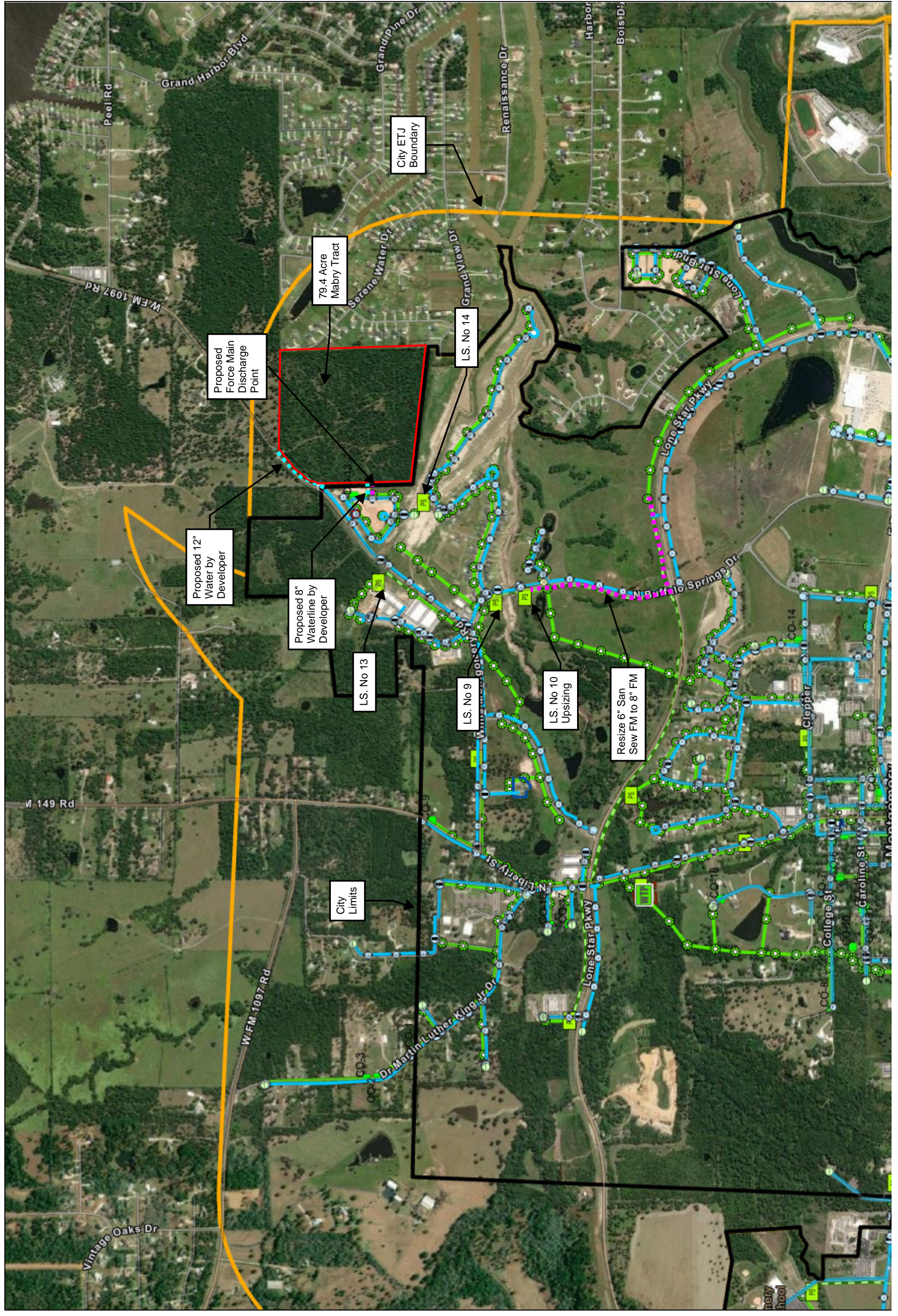
THENCE, with the south line of said 80.72 acres (as occupied) and the north line of said 155.2494 acres, the following two (2) courses:

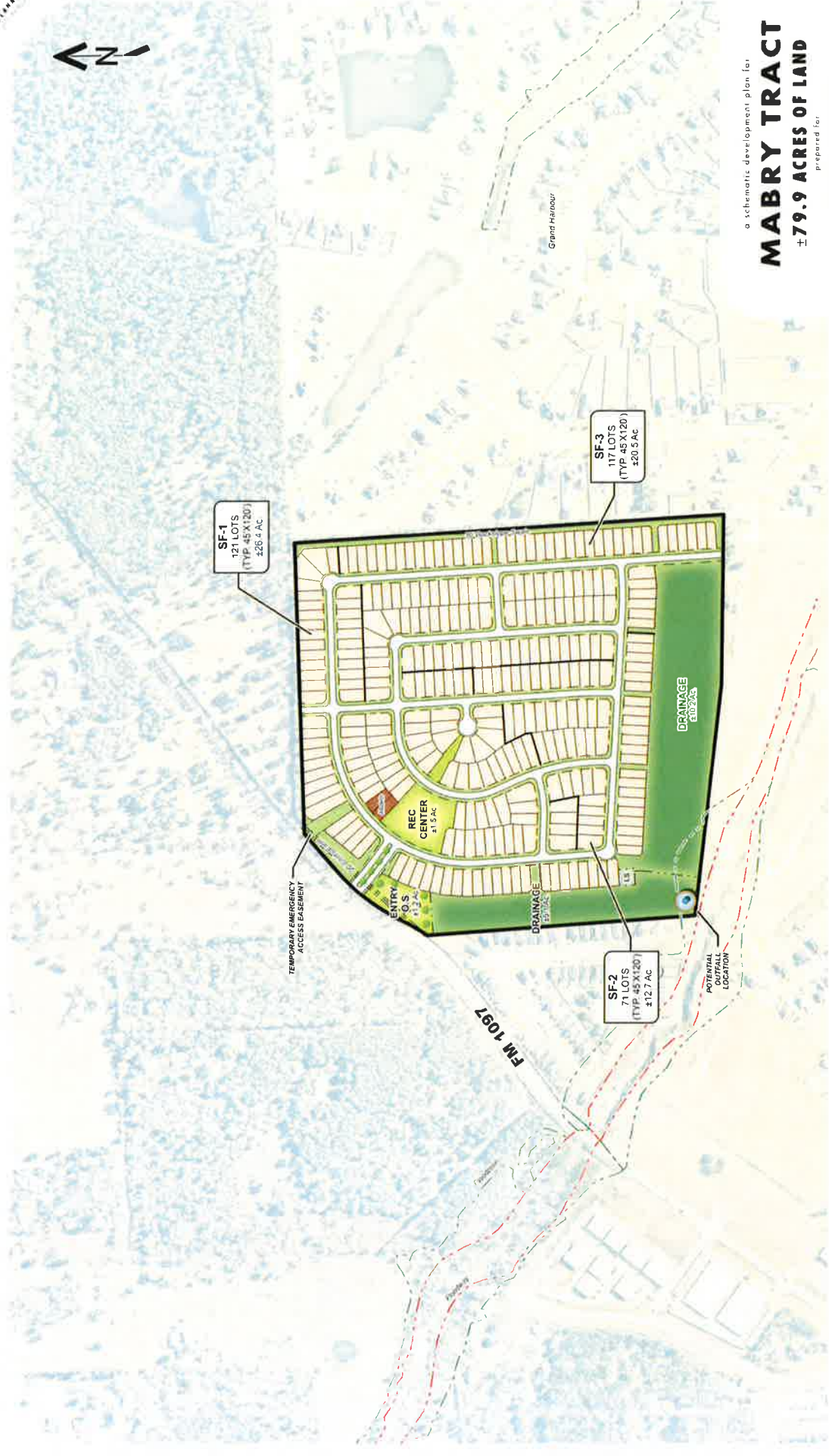
- 1.) North 89 degrees 19 minutes 09 seconds West, a distance of 793.74 feet to a 5/8 inch capped iron rod (illegible) found;
- 2.) North 83 degrees 25 minutes 59 seconds West, a distance of 1,082.36 feet to the **POINT OF BEGINNING** and containing 79.901 acres of land, more or less.

THIS DESCRIPTION WAS PREPARED BASED ON A SURVEY MADE ON THE GROUND UNDER THE DIRECTION OF KYLE B. DUCKETT, RPLS 6340, FILED UNDER JOB NO. 220402 IN THE OFFICES OF GBI PARTNERS.

GBI Partners
TBPELS Firm #10130300
Ph: 281.499.4539
March 21, 2022







a schematic development plan for
MABRY TRACT
 ± 79.9 ACRES OF LAND

Prepared for
PULTE GROUP

24225 Katy Freeway, Ste. 200
 Katy, Texas 77494
 Tel: 281-810-1422



SEPTEMBER 6, 2022
 MTA-68007

LOT SUMMARY

45' x 120'	309 LOTS	100%
TOTAL	309 LOTS	

THIS DRAWING IS AN APPROXIMATE REPRESENTATION OF THE PROPOSED DEVELOPMENT. IT IS NOT A CONTRACT. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

Montgomery City Council
AGENDA REPORT

Meeting Date: September 13, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on a variance request for minimum driveway spacing for Montgomery Summit Business Park Reserve “A”.

Recommendation

Motion to approve the variance request for minimum driveway spacing adjacent to a commercial street for Montgomery Summit Business Park Reserve “A”.

Discussion

Section 78-125 of the City Code of Ordinances requires a minimum of 275’ between the driveway and an adjacent commercial street. The developer is requesting spacing of 124’ because the property does not have sufficient frontage to meet this requirement.

The Planning & Zoning Commission and city engineer recommend approval of the request. Their recommendations are attached.

Approved By

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

PLANNING & ZONING COMMISSION OPINION OF FINDINGS

TO: MAYOR AND CITY COUNCIL

FROM: PLANNING & ZONING COMMISSION

SUBJECT: OPINION OF THE PLANNING & ZONING COMMISSION REGARDING
A VARIANCE REQUEST FOR MINIMUM DRIVEWAY SPACING ADJACENT TO A
COMMERCIAL STREET FOR MONTGOMERY SUMMIT BUSINESS PARK RESERVE "A".

Mayor and Members of City Council,

Pursuant to Section 78-28 of the City of Montgomery Code of Ordinances ("the Code"), the Montgomery Planning and Zoning Commission met on September 6, 2022 to consider a request from Nazca Technologies & Consulting, LLC for driveway spacing. Section 78-125 of the City Code of Ordinances requires a minimum of 275' between the driveway and an adjacent commercial street. The developer is requesting spacing of 124' because the property does not have sufficient frontage to meet this requirement.

After considering the request and supporting information, the Commission at its September 6th meeting recommended to City Council approval of the variance request based on the following reasons:

- The property does not have enough frontage to meet the required spacing.
- The proposed driveway is located as far away from the intersection of Summit Park Drive and FM 1097 East as possible.

Submitted on behalf of the Planning & Zoning Commission,



Dave McCorquodale
Interim City Administrator



September 1, 2022

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

Re: Variance Request
Montgomery Summit Business Park Reserve A
City of Montgomery

Dear Commission:

As you are aware, Nazca Technologies & Consulting, LLC (“the Developer”) are proceeding with construction of Reserve “A” of the Montgomery Summit Business Park Plat at the northwest corner of F.M. 1097 and Summit Business Park Drive. The Developer is requesting the following variance from the City’s Code of Ordinances:

- Section 78-125: The Code of Ordinances requires that driveways adjacent to commercial streets be spaced at 275’. The subject tract does not have sufficient frontage to allow for this spacing. The Developer is requesting a variance to allow the proposed driveway spacing to be approximately 124’.

The Code of Ordinances also states that the landowner may obtain a shared access agreement with the adjacent property owner or, if an agreement cannot be obtained, the City cannot deny the variance for access to the development. Note that the current land plan has the driveway proposed to allow for the maximum spacing possible given the width of the tract.

Enclosed you will find the request for variance as submitted by the engineer for the development. We offer no objections to the Developer’s request on the basis of the lack of available frontage to adhere to the aforementioned variance.

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

Sincerely,

Katherine Vu, PE
Engineer for the City

KMV/zlgt

Z:\00574 (City of Montgomery)_900 General Consultation\Correspondence\Letters\MEMO to P&Z RE Montgomery Summit Business Park Variance Request.docx

Enclosures: Variance Request

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



L SQUARED ENGINEERING

MUNICIPAL COMMERCIAL RESIDENTIAL

3307 W. Davis Street #100
 Conroe, Texas 77304
 P: 936-647-0420 F: 936-647-2366
 www.L2Engineering.com

August 22, 2022

City of Montgomery
 C/o Dave McCorquodale
 101 old Plantersville Road
 Montgomery, TX 77316

RE: Variance request for MSBP Reserve A regarding requirements for driveway spacing

According to Section 78 of the City of Montgomery Code or Ordinances, commercial driveways are required to have spacing of 275 feet from major streets. The proposed development currently has driveway spacing at approximately 124 feet from FM 1097. We feel that variance requests are warranted for the following reasons:

- The proposed development is an existing platted piece of property. When the property was subdivided, it had the intent of being access off of Summit Park Drive, although it did not meet spacing requirements.
- The safer option for site ingress/egress is off of Summit Park Drive in lieu of FM 1097.

It is for the above-mentioned reasons that we feel the variance request should be considered and approved. Please feel free to contact me at 936-647-0420 if you have any questions or concerns.

Thank you,

Jonathan White, PE
 L Squared Engineering
 Senior Project Manager, Partner
 936-647-0420
 Jwhite@L2Engineering.com

Attachments: Variance Request Applications, Site Plan





Variance Request Application

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

Item 11.

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

Contact Information

Property Owner(s): Freddy Saavedra

Address: 15325 Summit Park Drive, Montgomery, TX Zip Code: 77356

Email Address: freddy@inazca.com Phone: 832-341-2345

Applicants: L Squared Engineering

Address: 3307 W. Davis Steet, Suite 100

Email Address: Jwhite@L2Engineering.com Phone: 936-647-0420

Parcel Information

Property Identification Number (MCAD R#): R450268

Legal Description: Montgomery Summit Business Park, Block 2, Reserve A

Street Address or Location: 15349 Summit Park Drive, Montgomery, TX 77356

Acreage: 1.238 Present Zoning: Business Present Land Use: Vacant

Variance Request

Applicant is requesting a variance from the following:

City of Montgomery Ordinance No.: 2011-09 Section(s): 78-125(a)

Ordinance wording as stated in Section (78-125(a)):

Adjacent left, adjacent right, and opposite right corner clearance and commercial driveway spacing is determined by the classification of the street as follows (where raised medians are present, the spacing can be reduced by 20 percent):


- 1. Major streets: 275 feet; 220 feet with raised medians. 2. Commercial streets: 230 feet; 185 feet with raised medians.
- 3. Secondary streets: 185 feet; 150 feet with raised medians.

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

Driveway spacing will be less than required 275 feet from major street because the site is not wide enough to achieve the minimum spacing.

Signatures

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

Signature:  Date: 8-22-22

Signature: _____ Date: _____

Signature: _____ Date: _____

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

Additional Information

The following information must also be submitted:

Cover letter on company letterhead stating what is being asked.

A site plan.

All applicable fees and payments.

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

<p>Date Received <i>Office Use</i></p>	
---	--

Public Hearings

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

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

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

Finding of Undue Hardship

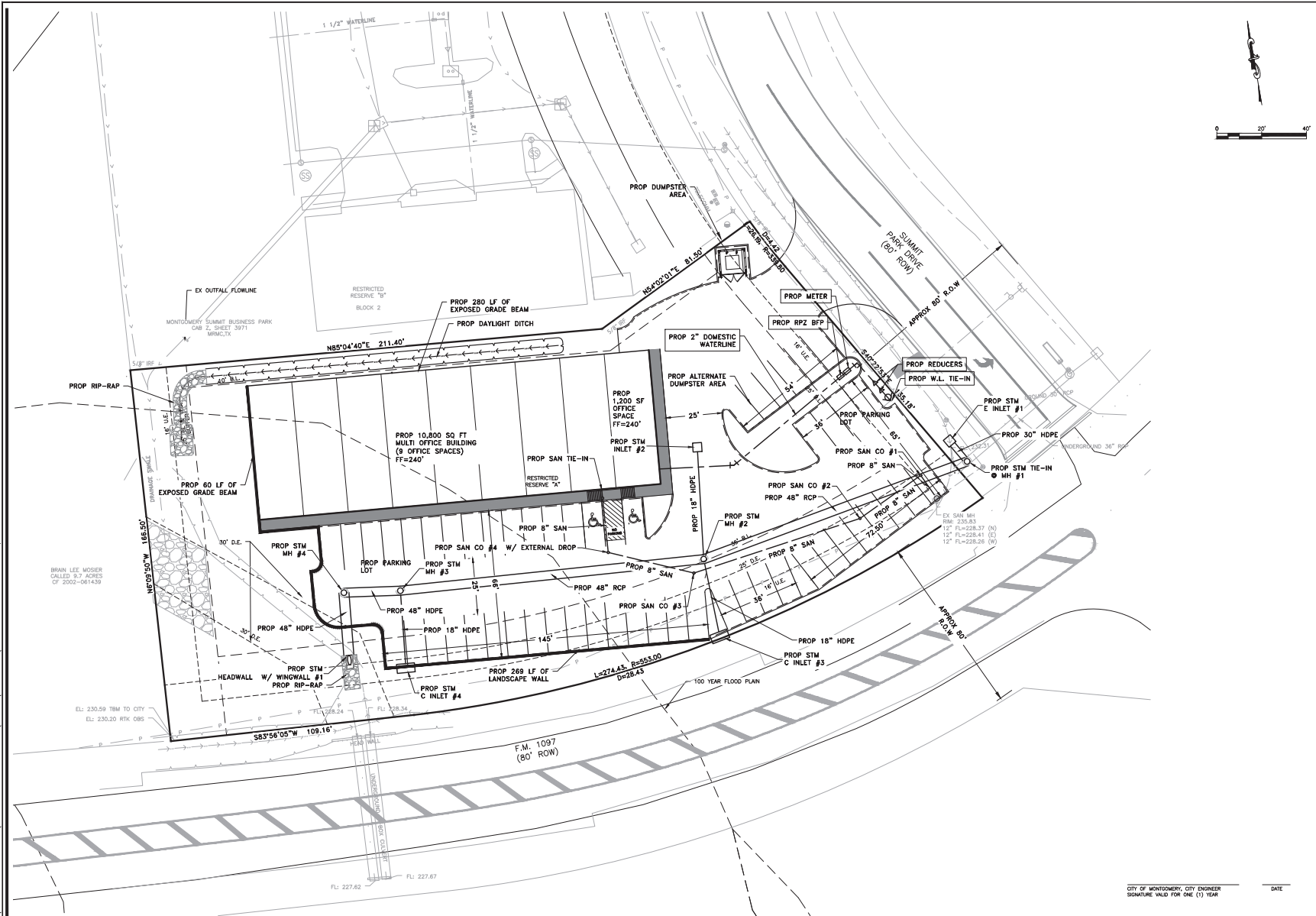
In order to grant a variance, the Board must make the following findings to determine that an undue hardship exists:

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

Factors not Considered

A variance shall not:

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



LSQUARED ENGINEERING
 MUNICIPAL COMMERCIAL RESIDENTIAL
 WWW.LSENGINEERING.COM
 2400 PEEL ROAD
 MONTGOMERY, TX 77156
 (281) 440-4000

CLIENT INFORMATION
 FREDDY'S STORES
 2000 PEEL ROAD
 MONTGOMERY, TX 77156
 FREDDYS@NAZCA.COM
 PROJECT ADDRESS
 15120 SUMMIT WATERLOVE
 MONTGOMERY, TX 77156

MSBP RESERVE A
 OVERALL SITE PLAN

DRAWING ISSUE			
#	DATE	BY	COMMENT
0	7/23/22	JTW	FOR REVIEW ONLY

DRAWING INFORMATION			
PROJECT	10806	TDR	**
DRAWN	CAH	ET	ET
SCALE	1" = 20' (24x36)		04
1" = 40' (11x17)			

J. White
 7/23/2022

S:\ENGINEERING PROJECTS\10806 - MSBP - RESERVE A\01 CAD\DESIGN SET\04 OA SITE PLAN.DWG JUL 22, 2022 - 1:29 PM

BRAN LEE MORSE
 CALLED 9.7 ACRES
 OF 2002-061439

CITY OF MONTGOMERY, CITY ENGINEER
 SIGNATURE VALID FOR ONE (1) YEAR

*SCALE NOT RECORDED FOR CONSTRUCTION NEEDS INDICATED ABOVE

Summit Business Park Location Map



1 inch equals 752 feet



Date: 5/18/2022

Montgomery City Council
AGENDA REPORT

Meeting Date: September 13, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on variance requests for minimum lot width, minimum lot area, and street right-of-way width for Summer Wind, a 56-acre proposed single-family residential development.

Recommendation

Consider the information and approve or deny the variance requests for:

- Minimum lot width
- Minimum lot area
- Street right-of-way width

Staff, the P&Z Commission, and city engineer recommend approval of the requests. The P&Z Commission does have concern on the proposed 45’ lot width.

Discussion

The proposed development is on Lone Star Parkway east of the Buffalo Springs intersection. The property is within the Buffalo Springs Planned Development. Relevant points to the discussion are:

- The project site is located in the Buffalo Springs Planned Development (PD). The agreement between the City and the developer allows the properties within the PD follow 2004 City development regulations.
- Current right-of-way width is 50’ which is what is being requested by the developer. The required width in 2004 was 60’ so while a variance from the 2004 regulations is required, current regulations allow for 50’ right-of-way. This does not affect the width of the streets.
- The City’s minimum lot area is 9,000 square feet, and compensating open space is required at a ratio of 1:1 when proposed lots do not meet this minimum area (1 sqft of open space for 1 sqft of lot area less than 9,000 square foot).
- The City’s minimum lot width is 75’ though most of the single-family residential developments in the last 10 years have received variances for 50’ – 55’ lot widths. Smaller lots are typical of current development trends in the residential market. The developer is proposing 45-foot wide x 120-foot deep lots.

Approved By

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

PLANNING & ZONING COMMISSION

OPINION OF FINDINGS

TO: MAYOR AND CITY COUNCIL

FROM: PLANNING & ZONING COMMISSION

SUBJECT: OPINION OF THE PLANNING & ZONING COMMISSION REGARDING VARIANCE REQUESTS FOR MINIMUM LOT WIDTH, MINIMUM LOT AREA, AND STREET RIGHT-OF-WAY WIDTH FOR THE PROPOSED SUMMER WIND SINGLE-FAMILY RESIDENTIAL DEVELOPMENT.

Mayor and Members of City Council,

Pursuant to Section 78-28 of the City of Montgomery Code of Ordinances (“the Code”), the Montgomery Planning and Zoning Commission met on September 6, 2022 to consider a variance request for minimum lot area, minimum lot width, and street right-of-way width for a proposed 56-acre single-family residential development. The project site is within the Buffalo Springs Planned Development that follows the regulations found in the 2004 City Code of Ordinances per terms of the Development Agreement.

After considering the request and supporting information, the Commission at its September 6th meeting recommended to City Council approval of the variance requests based on the following reasons:

- Minimum lot width: The Commission recommends approval of the variance request but does have concerns regarding the proposed 45-foot lot widths.
- Minimum lot area: The Commission recommends approval of the variance request since the compensating green space requirements when lots are less than 9,000 square feet more than offsets the reduction in lot area.
- Minimum street right-of-way: The Commission recommends approval of the variance request because the proposed street right-of-way width meets current city requirements. The proposed street width is not being reduced, only the right-of-way width.

Submitted on behalf of the Planning & Zoning Commission,



Dave McCorquodale
Interim City Administrator



September 2, 2022

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

Re: Variance Request
Summer Wind Subdivision
City of Montgomery

Dear Commission:

Tim Connolly, Montage Partners, LLC (“the Developer”) plans to proceed with construction of approximately 56 acres of land situated along Lone Star Parkway just east of Buffalo Springs Drive. The Developer is requesting the following variances from the City’s 2004 Code of Ordinances:

- Section 78-92: The 2004 Code of Ordinances requires single-family residential developments to have a minimum 75’ lot width and a minimum 9,000 SF lot size. The Developer is proposing to provide 45’ wide lots with sizes ranging from 5,374 to 12,482 SF. The Developer is requesting a variance to allow a 45’ lot width and a minimum lot area of 5,370 SF.
- Section 78-91: The 2004 Code of Ordinances requires that all local access streets have a minimum right-of-way width of 60’. The developer is proposing the minimum ROW width to be 50’.

Enclosed you will find the request for variance as submitted by the engineer for the development. It is important to note that Developer is proposing more than the minimum required compensating green space for the lot size variance. We offer no objection to the variances as requested.

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

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

Sincerely,

Katherine Vu, PE
Engineer for the City

KMV/zlgt

Z:\00574 (City of Montgomery)_900 General Consultation\Correspondence\Letters\MEMO to P&Z RE Summer Wind Variance Request.docx

Enclosures: Variance Request

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



L SQUARED ENGINEERING

MUNICIPAL COMMERCIAL RESIDENTIAL

3307 W Davis St., Suite 100
 Conroe, TX 77304
 P: 936-647-0420 F: 936-647-2366
 www.L2Engineering.com

August 24, 2022

City of Montgomery
 C/o Dave McCorquodale
 101 Old Plantersville Road
 Montgomery, TX 77316

RE: Variance request for Summer Wind regarding requirements for minimum lot area, lot width, and ROW

The subject tract is a 56-acre property along Lonestar Loop just east of Buffalo Springs drive and is within Mr. Lefevre's Planned Development District, which allows the development to fall under ordinance(s) published in 2002. According to Sections 78 and 98 of the City of Montgomery Code of Ordinances, residential lots are required to have a minimum lot width of 75' and minimum lot size of 9,000 square feet (SF). The ROW requirement in this ordinance for local streets are required to be 60' wide. The requested proposed development will consist of approximately 211 single-family residential lots, with lot sizing ranging from 5,374 SF to 12,842 SF, 45' x 120' lot average with 50' ROWs. We feel that variance requests are warranted for the following reasons:

- The 2002 ordinance, Section 78-99 requires that any lots below the minimum standard to have compensating green space. The proposed development will have lots below the minimum and is proposing several pocket parks, amenity pond and open space to accommodate the compensating green space requirement. A summary of the lots below the minimum and total of the compensating green space is attached. The required compensating green space is 582,743 SF and we are proposing 627,635 SF.
- The residential market over the last 12 months have increases substantially, which has increased home prices by 30%, if not more in certain areas. With the rise of home prices and interest rates, much of the population is being priced out and are not able to afford to purchase homes. The proposed development intends on building good quality but also affordable homes in the price range of \$275,000 to \$325,000. To be able to produce this type of market, the lots size needs to be reduced to fit the market. 60' + wide lots are in excess of \$500,000 in most areas, which would not be the demand for the area.
- The proposed development will consist of 211 homes with an average home price of approximately \$325,000, which will be able to generate almost \$70,000,000 worth of tax base within the City.
- The 50' ROW is the typical ROW that has been used for most of the curb and gutter streets in the City of Montgomery and you are able to fit water, sewer, storm and the required street width within the 50' ROW without any issues. The 50' ROW is what the current ordinance requires.

It is for the above-mentioned reasons that we feel the variance requests should be considered and approved.

Thank you,

Jonathan White, PE
 936-647-0420
 Jwhite@L2engineering.com

Attachments: Variance Request Applications, Site Plan, Compensating Green Space Calculations





Variance Request Application

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

Item 12.

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

Contact Information

Property Developer(s): Tim Connolly, Montage Partners, LLC

Address: 123 N Post Oak Ln, Houston, TX Zip Code: 77024

Email Address: Tim@csbankers.com Phone: 713-621-2737

Applicants: L Squared Engineering

Address: 3307 W Davis Street, Suite 100 Conroe, TX 77304

Email Address: jwhite@l2engineering.com Phone: 936-647-0420

Parcel Information

Property Identification Number (MCAD R#): R370277

Legal Description: Approximately 56.7111 Acres of land situated in the John Corner Survey, A8 Montgomery County, TX

Street Address or Location: City of Montgomery

Acreage: 56.7111 Present Zoning: Commercial Present Land Use: Vacant

Variance Request

Applicant is requesting a variance from the following:

City of Montgomery Ordinance No.: 78-92 (c) Section(s): 78-92

Ordinance wording as stated in Section (78-92):


(c) Minimum width is 75 feet.

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

Lot sizes will have minimum lot width of 45'.

Signatures

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

Signature:  Date: 08-26-2022
On Behalf of Developer

Signature: _____ Date: _____

Signature: _____ Date: _____

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

Additional Information

The following information must also be submitted:

- Cover letter on company letterhead stating what is being asked.
- A site plan.
- All applicable fees and payments.
- The application from must be signed by the owner/applicant. If the applicant is not the owner, written authorization from the owner authorizing the applicant to submit the variance request shall be submitted.

<p>Date Received <i>Office Use</i></p>	
---	--



Variance Request Application

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

Item 12.

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

Contact Information

Property Developer(s): Tim Connolly, Montage Partners, LLC

Address: 123 N Post Oak Ln, Houston, TX Zip Code: 77024

Email Address: Tim@csbankers.com Phone: 713-621-2737

Applicants: L Squared Engineering

Address: 3307 W Davis Street, Suite 100 Conroe, TX 77304

Email Address: jwhite@l2engineering.com Phone: 936-647-0420

Parcel Information

Property Identification Number (MCAD R#): R370277

Legal Description: Approximately 56.7111 Acres of land situated in the John Corner Survey, A8 Montgomery County, TX

Street Address or Location: City of Montgomery

Acreage: 56.7111 Present Zoning: Commercial Present Land Use: Vacant

Variance Request

Applicant is requesting a variance from the following:

City of Montgomery Ordinance No.: 78-91 (g)(1) Section(s): 78-91

Ordinance wording as stated in Section (78-91):

(h) Street right-of-way widths shall be measured from the front lot line of opposite lots, and shall be as follows:

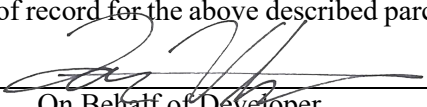
(2) Residential streets: 60 feet.

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

ROW will be 50' for residential streets.

Signatures

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

Signature:  Date: 08-26-2022
On Behalf of Developer

Signature: _____ Date: _____

Signature: _____ Date: _____

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

Additional Information

The following information must also be submitted:

- [X] Cover letter on company letterhead stating what is being asked.
- [X] A site plan.
- [X] All applicable fees and payments.
- [X] The application from must be signed by the owner/applicant. If the applicant is not the owner, written authorization from the owner authorizing the applicant to submit the variance request shall be submitted.

<p>Date Received <i>Office Use</i></p>	
---	--



Variance Request Application

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

Item 12.

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

Contact Information

Property Developer(s): Tim Connolly, Montage Partners, LLC

Address: 123 N Post Oak Ln, Houston, TX Zip Code: 77024

Email Address: Tim@csbankers.com Phone: 713-621-2737

Applicants: L Squared Engineering

Address: 3307 W Davis Street, Suite 100 Conroe, TX 77304

Email Address: jwhite@l2engineering.com Phone: 936-647-0420

Parcel Information

Property Identification Number (MCAD R#): R370277

Legal Description: Approximately 56.7111 Acres of land situated in the John Corner Survey, A8 Montgomery County, TX

Street Address or Location: City of Montgomery

Acreage: 56.7111 Present Zoning: Commercial Present Land Use: Vacant

Variance Request

Applicant is requesting a variance from the following:

City of Montgomery Ordinance No.: 78-92 (e) Section(s): 78-92

Ordinance wording as stated in Section (78-92):

(e) Minimum area is 9,000 feet.

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

Lot sizes will range in the development with a minimum of approximately 5,374 square feet (SF) to 12,842 SF.

Signatures

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

Signature:  Date: 08-26-2022

On Behalf of Developer

Signature: _____ Date: _____

Signature: _____ Date: _____

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

Additional Information

The following information must also be submitted:

Cover letter on company letterhead stating what is being asked.

A site plan.

All applicable fees and payments.

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

<p>Date Received <i>Office Use</i></p>	
---	--



a schematic development plan for
LONESTAR PKWY
 ±56.7 ACRES OF LAND
 prepared for
CORPORATE STRATEGIES LLC

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

SCALE
 0 100 200 400

MTA-1-763
 JULY 26, 2022

LOT SUMMARY

45'x120'	211 LOTS	100%
TOTAL	211 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, FLOODPLAINING, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

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Lonestar Parkway Residential Lot Summary
L Squared Engineering - Job No. 10850
Prepared by: Jonthan White, PE, Christopher Hogan

Lots:

Lot #	Lot SF	SF < 9k
1	6875	2125
2	5710	3290
3	5702	3298
4	5703	3297
5	5703	3297
6	5702	3298
7	5695	3305
8	5695	3305
9	5703	3297
10	5703	3297
11	5703	3297
12	5703	3297
13	5703	3297
14	5703	3297
15	5703	3297
16	5703	3297
17	6383	2617
18	7741	1259
19	8236	764
20	9857	0
21	8650	350
22	10179	0
23	9041	0
24	10313	0
25	8500	500
26	7100	1900
27	5658	3342
28	5658	3342
29	5658	3342
30	5658	3342
31	5658	3342
32	5658	3342
33	5689	3311
34	6785	2215
35	7129	1871
36	5523	3477
37	5762	3238
38	5540	3460
39	5577	3423
40	5540	3460

41	5474	3526
42	5540	3460
43	5474	3526
44	5540	3460
45	5474	3526
46	5540	3460
47	5474	3526
48	5540	3460
49	5474	3526
50	5540	3460
51	5474	3526
52	5540	3460
53	5474	3526
54	5540	3460
55	5474	3526
56	5540	3460
57	5474	3526
58	5540	3460
59	5474	3526
60	5540	3460
61	5474	3526
62	5540	3460
63	7892	1108
64	6699	2301
65	6699	2301
66	8220	780
67	6898	2102
68	6898	2102
69	6898	2102
70	6224	2776
71	5728	3272
72	5374	3626
73	5400	3600
74	5374	3626
75	5400	3600
76	5374	3626
77	5400	3600
78	5374	3626
79	5400	3600
80	5374	3626
81	5400	3600
82	5374	3626
83	5400	3600
84	5374	3626
85	5400	3600

86	5447	3553
87	5447	3553
88	5447	3553
89	5447	3553
90	5447	3553
91	5447	3553
92	5447	3553
93	5447	3553
94	5447	3553
95	5447	3553
96	6033	2967
97	6941	2059
98	6994	2006
99	7014	1986
100	6948	2052
101	7788	1212
102	7026	1974
103	5449	3551
104	5495	3505
105	5495	3505
106	5495	3505
107	5495	3505
108	5495	3505
109	5495	3505
110	5495	3505
111	5495	3505
112	5495	3505
113	5598	3402
114	5400	3600
115	5400	3600
116	5400	3600
117	6108	2892
118	6239	2761
119	8319	681
120	5893	3107
121	5400	3600
122	5400	3600
123	5400	3600
124	5400	3600
125	5937	3063
126	6009	2991
127	6386	2614
128	7175	1825
129	7013	1987
130	7668	1332

131	5786	3214
132	5810	3190
133	5628	3372
134	6090	2910
135	5515	3485
136	5446	3554
137	5515	3485
138	5446	3554
139	5515	3485
140	5446	3554
141	5515	3485
142	5446	3554
143	5515	3485
144	5446	3554
145	5515	3485
146	5767	3233
147	6121	2879
148	5995	3005
149	7176	1824
150	6894	2106
151	7466	1534
152	5992	3008
153	7502	1498
154	5733	3267
155	5885	3115
156	5885	3115
157	7397	1603
158	7049	1951
159	7610	1390
160	5488	3512
161	6251	2749
162	6325	2675
163	6120	2880
164	7208	1792
165	6791	2209
166	5726	3274
167	5726	3274
168	5726	3274
169	6179	2821
170	5889	3111
171	5889	3111
172	6872	2128
173	8505	495
174	7746	1254
175	12836	0

176	8662	338
177	8231	769
178	8000	1000
179	7851	1149
180	6290	2710
181	6290	2710
182	6281	2719
183	6347	2653
184	7680	1320
185	7310	1690
186	5974	3026
187	5974	3026
188	5982	3018
189	6728	2272
190	7201	1799
191	8937	63
192	7041	1959
193	5918	3082
194	5918	3082
195	5918	3082
196	5918	3082
197	6729	2271
198	12842	0
199	9468	0
200	6200	2800
201	6200	2800
202	6200	2800
203	7412	1588
204	8118	882
205	5571	3429
206	6661	2339
207	7133	1867
208	7133	1867
209	7133	1867
210	7133	1867
211	7133	1867
Total SF:		582743

Lonestar Parkway Greenspace Summary
L Squared Engineering - Job No. 10850
Prepared by: Jonthan White, PE, Christopher Hogan



Grand Total Lots < 9,000 SF	582,743
Green Spaces Areas (SF)	
Detention 1	480,159
Park 1	60,984
Various Green Spaces	56000
Park 2	30,492
TOTAL	627,635

Montgomery City Council
AGENDA REPORT

Meeting Date: September 13, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and Montage Partners, LLC for a 56-acre single-family residential development (Dev. No. 2211) and authorizing the city engineer to prepare a Feasibility Study.

Recommendation

Motion to approve the Agreement as presented and authorize the city engineer to prepare a Feasibility Study for the proposed project.

Discussion

The proposed development is on Lone Star Parkway east of the Buffalo Springs intersection. The property is within the Buffalo Springs Planned Development and Montgomery County MUD 179 was approved by the City in 2019 for the property.

The developer is proposing 45-foot wide x 120-foot deep lots, and the previous agenda item considered the variance requests that were submitted for the project. While Escrow Agreements are normally under the Consent Agenda, the action on the variance requests will determine the appropriate action needed for this item.

Approved By

Interim City Administrator	Dave McCorquodale	Date: 09/09/2022
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ESCROW AGREEMENT
BY AND BETWEEN
THE CITY OF MONTGOMERY, TEXAS,
AND
Montage Partners, LLC
Dev. No. 2211

THE STATE OF TEXAS ⊃
COUNTY OF MONTGOMERY ⊃

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

RECITALS

WHEREAS, the Developer desires to acquire and develop all or part of a 56-acre tract sometimes referred to as the Summer Wind Tract, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

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

AGREEMENT

ARTICLE I

SERVICES REQUIRED

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

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

ARTICLE II

FINANCING AND SERVICES

Section 2.01 All estimated costs and professional fees needed by City shall be financed by Developer. Developer agrees to advance funds to City for the purpose of funding the required Utility and Economic Feasibility Study (“Study”) in the amount of \$5,000.

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

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

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

Section 2.04 The total amount shown above for the Utility and Economic Feasibility Study and the Escrow Amount determined in the Study is intended to be a “Not to Exceed” amount unless extenuating, unexpected fees are needed. Examples of extenuating circumstances created by the developer that may cause additional fees include, but are not limited to, greater than three plan reviews or drainage analysis reviews; revisions to approved plans; extraordinary number of comments on plans; additional meetings at the request of the developer; variance requests; encroachment agreement requests; construction delays and/or issues; failure to coordinate construction with City; failed testing during construction; failing to address punch list items; and/or excessive warranty repair items. If extenuating circumstances arise, the Developer will be informed, in writing by the City, of the additional deposit amount and explanation of extenuating circumstance. The Developer agrees to tender additional sums within 10 days of receipt of request to cover such costs and expenses. If additional funds are not deposited within 10 days all work by or on behalf of the City will stop until funds are deposited. Any funds which may remain after the completion of the development described in this Escrow Agreement will be refunded to Developer.

ARTICLE III,
MISCELLANEOUS

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

Section 3.02 If either party is rendered unable, wholly or in part, by *force majeure* to carry out any of its obligations under this Escrow Agreement, then the obligations of such party, to the extent affected by such *force majeure* and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the *force majeure* relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such *force majeure* relied upon to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "*force majeure*," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage, or accidents to machinery, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

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

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

Section 3.05 Any notice, communication, request, reply or advice (hereafter referred to as "notice") herein provided or permitted to be given, made, or accepted by either party to the other (except bills) must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail in the manner herein above described shall be conclusively deemed to be effective, unless otherwise stated in this Escrow Agreement, from and after the expiration of seven (7) days after it is so deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purpose of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to City, to: City Administrator
City of Montgomery
101 Old Plantersville Rd.
Montgomery, Texas 77356

If to Developer, to: Tim Connolly
Montage Partners, LLC
123 Post Oak Ln. Suite 440
Houston, Texas 77024

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

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

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

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

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

Section 3.10 This Escrow Agreement and any amendments thereto, constitute all the

agreements between the parties relative to the subject matter thereof, and may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original.

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

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

CITY OF MONTGOMERY, TEXAS

By: _____
Byron Sanford, Mayor

ATTEST:

By: _____
Nici Browe, City Secretary

Tim Connolly, Montage Partners, LLC
Developer

By:  _____
Signature

Title: CO-MANAGING
VENTURER

STATE OF TEXAS {

COUNTY OF MONTGOMERY {

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

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

Notary Public, State of Texas

THE STATE OF Texas {

COUNTY OF Harris {

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8th day of September, 2022.



[Signature]

Notary Public, State of Texas

Montage Partners, LLC Summer Wind Tract (56 Ac) City of Montgomery (Dev. No. 2210)

Request: Council Authorization on September 13, 2022

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

SCOPE OF WORK

- *Feasibility Study Report – Preparation of a feasibility study report to analyze the feasibility to serve the proposed single family development located on an approximately 56-acre tract land situated along Lone Star Parkway just east of Buffalo Springs Drive. WGA will analyze the City’s water, wastewater, and drainage system and note whether any upgrades need to be made or if any utility extensions will be required to serve the tract. If any upgrades to the City’s facilities are needed or any utility extensions are required, WGA will prepare a cost estimate to be included in this feasibility study. A preliminary site exhibit showing the extent of the 56-acre tract, and any utility extensions/upgrades necessary to serve the tract will be prepared by WGA to be included in this feasibility study.*

CONSTRUCTION COST

There are no construction costs for this report.

ENGINEERING COST

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

SCHEDULE

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

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





a schematic development plan for
LONESTAR PKWY
 ±56.7 ACRES OF LAND
 prepared for
CORPORATE STRATEGIES LLC

META 24275 Katy Freeway, Ste. 200
 KATY, TEXAS 77494
 Tel: 281-810-1422
PLANNING + DESIGN
 SCALE 0 100 200 400
 MTA-1-763
 JULY 26, 2022

LOT SUMMARY

	45'x120'	211 LOTS	100%
TOTAL		211 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, FLOODPLAINING, 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.

Montgomery City Council
AGENDA REPORT

Meeting Date: September 13, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS (“CITY COUNCIL”), AMENDING THE CODE OF ORDINANCES OF THE CITY OF MONTGOMERY, TEXAS (“CODE”), CHAPTER 90, UTILITIES, ARTICLE II, WATER AND SEWER SERVICE, DIVISION 2, SERVICE RATES AND CHARGES, SECTION 90-63, PENALTY FOR FAILURE TO PAY BILL BEFORE BECOMING DELINQUENT, BY AMENDING THE PENALTY AMOUNT FOR A CUSTOMER’S FAILURE TO PAY THEIR BILL BEFORE BECOMING DELINQUENT.

Recommendation

Consider the current 20% late fee and discuss a proposed change as you see fit. If Council decides to change the amount of the late fee, then:

Motion to adopt the Ordinance with an amended late fee of “X”.

Discussion

Staff was asked by a councilmember to place this on the agenda for discussion on lowering the late fee penalty amount. The current late fee of 20% has been in place since at least 1996.

Approved By

Interim City Administrator	Dave McCorquodale	Date: 09/09/2022
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ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS (“CITY COUNCIL”), AMENDING THE CODE OF ORDINANCES OF THE CITY OF MONTGOMERY, TEXAS (“CODE”), CHAPTER 90, UTILITIES, ARTICLE II, WATER AND SEWER SERVICE, DIVISION 2, SERVICE RATES AND CHARGES, SECTION 90-63, PENALTY FOR FAILURE TO PAY BILL BEFORE BECOMING DELINQUENT, BY AMENDING THE PENALTY AMOUNT FOR A CUSTOMER’S FAILURE TO PAY THEIR BILL BEFORE BECOMING DELINQUENT

WHEREAS, the City of Montgomery, Texas, (“City”), owns and operates a utility system as defined by and pursuant to Texas Local Government Code, Section 552.001; and

WHEREAS, the City operates its utility system for the purpose of providing water service and sanitary sewer services to the residents of the City; and

WHEREAS, the City currently charges a 20 percent penalty to customers for failure to pay their bill before it becomes delinquent; and

WHEREAS, the City Council of the City of Montgomery, Texas, ("City"), has determined that it is necessary and in the best interests of the City and its citizens to amend Chapter 90 "Utilities" Article II, Water and Sewer Service, Division 2, Service Rates and Charges, Section 90-63, Penalty for Failure to Pay Bill Before Becoming Delinquent, by amending the penalty amount for a customer’s failure to pay their bill before becoming delinquent.

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

Section 1. The City Council adopts the findings and recitals above as true and correct.

Section 2. The City Code of Ordinances, Chapter 90 "Utilities," Article II, Water and Sewer Service, Division 2, Service Rates and Charges, Section 90-63, Penalty for Failure to Pay Bill Before Becoming Delinquent, is amended by revising the penalty amount for a customer’s failure to pay their bill before becoming delinquent as set out in Appendix A, attached hereto.

Section 3. If any word, phrase, clause, sentence, paragraph, section or other part of this Ordinance or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, neither the remainder of this Ordinance, nor the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Ordinance to any other persons or circumstances, shall be affected thereby.

Section 4. The City Council officially finds, determines, and declares that a sufficient written notice of the date, hour, place, and subject of each meeting at which this Ordinance was discussed, considered, or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such meeting has been open to the public as required by law at all times

during such discussion, consideration and action. The City Council ratifies, approves, and confirms such notices and the contents and posting thereof.

Section 5. This Ordinance shall be effective immediately upon its passage and adoption.

PASSED AND APPROVED this the ____ day of _____, 2022.

Byron Sanford, Mayor

ATTEST:

Nicola Browe, City Secretary

APPROVED AS TO FORM:

Alan P. Petrov, City Attorney

APPENDIX A

(Language to be added shown by underline, language to be deleted shown by strike-out).

Sec. 90-63. - Penalty for failure to pay bill before becoming delinquent.

A charge of ~~20~~ _____ percent of the amount of the consumer's bill, including the amount of a bill for standby charges, shall be added thereto when such bill becomes delinquent. In addition, any consumers who do not have a deposit with the city will be required to make a deposit before service will be restored.

Montgomery City Council
AGENDA REPORT

Meeting Date: September 13, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on developing a program to create banners honoring local veterans.

Recommendation

Direct staff to develop details of the program and provide updates to City Council as available.

Discussion

Last month, a city resident and business owner spoke in public comment about an idea to create banners honoring local veterans that would be displayed on utility poles/light poles around the city. Staff has gotten preliminary costs of about \$200/banner that includes approximately \$100 for the bracket kit and \$85 for the banner. A good target date would be to have the banners ready in time for Veteran’s Day on November 11th.

Funding possibilities include individuals or businesses sponsoring banners, possible MEDC participation, and use of reserve funds. The best solution is likely a combination of all of the above. With City Council’s direction, staff will develop details and provide key updates in upcoming meetings.

Approved By

Interim City Administrator	Dave McCorquodale	Date: 09/09/2022
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Montgomery City Council
AGENDA REPORT

Meeting Date: September 13, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on authorizing an expenditure up to \$40,000 by Public Works to repair the Lift Station No. 8 Sanitary Sewer Force Main.

Recommendation

Motion to approve the repair of the Lift Station No. 8 Sanitary Sewer Force Main and the expenditure of up to \$40,000 as presented.

Discussion

The Public Works Director and city engineers will be at the meeting to discuss details of the repair. The most cost effective and quickest way to complete the project is to do the work in-house and subcontract the portion of the project that requires boring under Town Creek. The engineers received estimates from two of the four contractors they contacted with the lowest bid and recommended contractor being Online Directional Boring, LP. The necessary connections on either side of Town Creek will be done by the Public Works Department.

Approved By

Interim City Administrator	Dave McCorquodale	Date: 09/09/2022
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September 9, 2022

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

Re: Lift Station No. 8 Force Main Repair
Authorization of Expense
City of Montgomery

Dear Mayor and Council:

As a reminder, City Council authorized WGA to begin design of the repair of the Lift Station No. 8 force main at the August 9th Council meeting. At the time of authorization multiple options for repair were discussed including hanging the proposed force main off the Lone Star Parkway bridge or boring underneath Town Creek. Multiple factors were considered when determining the optimal route for repair, including construction cost, length of agency reviews, and additional cost for rental of the existing temporary piping. Based on these factors, it was determined the most cost-effective solution is to construct the proposed 4" force main underneath Town Creek by horizontal directional drill method.

We reached out to four contractors and received two estimates for the proposed work, with the lowest bid coming from Online Directional Boring, LP in the amount of \$29,395.00. This cost includes the construction of the 4" force main with high density polyethylene pipe via wire guided boring. Note that the tie-in to the existing 4" force main will be completed by Public Works. We recommend authorization of the expense by Public Works to hire Online Directional Boring, LP as a subcontractor and to complete the tie-in to the existing force main up to \$40,000.

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

Sincerely,

A handwritten signature in blue ink that reads "Chris Roznovsky". The signature is fluid and cursive.

Chris Roznovsky, PE
Engineer for the City

CVR/kmv

Z:\00574 (City of Montgomery)_900 General Consultation\Correspondence\Letters\2022.09.08 MEMO to Council RE Lift Station 8 Repairs.docx

Enclosures: N/A

Cc (via email): Mr. Dave McCorquodale – City of Montgomery, Interim City Administrator Director of Planning & Development
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney

Montgomery City Council
AGENDA REPORT

Meeting Date: September 13, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on approval of the Certificate of Substantial Completion and beginning the one-year warranty period for Water Plant No. 3

Recommendation

Motion to approve the Certificate of Substantial Completion and begin the one-year warranty period for Water Plant No. 3 Improvements.

Discussion

The engineers memo is attached for review.

Approved By

Interim City Administrator	Dave McCorquodale	Date: 09/09/2022
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September 8, 2022

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

Re: Construction of Water Plant No. 3 Improvements
City of Montgomery

Dear Mayor and City Council:

Quiddity Engineering held a facility start-up and final inspection for the referenced project on August 3, 2022. Attendees of the start-up and final inspection included representatives from WGA, Texas Water Development Board, the contractor, and Quiddity Engineering. A punch list of items to be addressed by the contractor prior to the City's acceptance of the project was generated at that time. On August 3, 2022, Quiddity Engineering deemed the project to be substantially complete as the contractor had proven the facility is fully operational to serve its intended function. Enclosed is a Certificate of Substantial Completion for the City's approval and execution which concurs with the substantial completion date and therefore sets the beginning of the one-year warranty period.

The contractor is currently addressing all remaining punch list items. Upon the completion of all punch list items, we will present a Certificate of Acceptance and final pay estimate for the City's approval.

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

Sincerely,

Chris Roznovsky, PE
Engineer for the City

CVR/kmv

Z:\00574 (City of Montgomery)_900 General Consultation\Correspondence\Letters\2022.09.08 MEMO to Council RE WP 3 Improvements COSC.docx

Enclosures: Certificate of Substantial Completion
Final Punchlist Summary

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



CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Montgomery
 Contractor: R+B Group, Inc.
 Engineer: Toby W. McQueary, PE
 Project: Construction of Water Plant No. 3 Improvements

Owner's Contract No.: N/A
 Contractor's Project No.: 471-01
 Engineer's Project No.: W5841-0030-00
 Date: August 3, 2022

This Final Certificate of Substantial Completion applies to:

- All Work The following specified portions of the Work:

The Work to which this Certificate applies has been reviewed by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion.

The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A completed punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities: None
 As follows

Amendments to Contractor's responsibilities: None
 As follows:

The following documents are attached to and made a part of this Certificate: *Final Inspection Punch List*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, is not a release of the Contractor's obligation to complete the Work in accordance with the Contract and does not warrant or imply a warranty of the Contractor's materials or workmanship.



EXECUTED BY ENGINEER:

By: *Toby McQueary*
(Authorized Signature)

Quiddity Engineering, LLC

Date: *August 22, 2022*

ACKNOWLEDGED:

By: _____
(Authorized Signature)

City of Montgomery

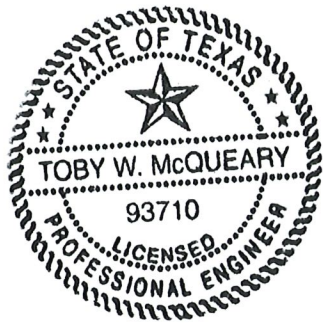
Date:

ACKNOWLEDGED:

By: *[Signature]*
(Authorized Signature)

R+B Group, Inc.

Date: 8/25/22



K:\W5841\W5841-0030-00 Water Plant No. 3 Improvements\3 Construction Phase\Pay Estimates



Quiddity Engineering, LLC
 6330 West Loop S #150
 Bellaire, Texas 77401
 United States
 (713) 777-5337

Job #: W5841-0030-00 City of Montgomery - WP No. 3 Improvements
 109 Business Park Drive
 Montgomery Texas. 77356

Punch Items for W5841-0030-00 - City of Montgomery - WP No. 3 Improvements

19 Items

#1: Provide Project As Built Plans

Type: Location:
 Date Created: Due Date:
08/03/2022 **09/02/2022**
 Priority: Status:
Work Required
 Creator: Reference:
Michael Carpenter
 Punch Item Manager: Final Approver:
Michael Carpenter **Michael Carpenter**
 Ball in Court: Assignee Name:
Mike Haralson (R + B Group, Inc.) **Haralson, Mike (R + B Group, Inc.)**
Work Required
 Description:

#2: Establish grass and final stabilization

Type: Location:
 Date Created: Due Date:
08/03/2022 **09/02/2022**
 Priority: Status:
Medium **Work Required**
 Creator: Reference:
Michael Carpenter
 Punch Item Manager: Final Approver:
Michael Carpenter **Michael Carpenter**
 Ball in Court: Assignee Name:
Mike Haralson (R + B Group, Inc.) **Haralson, Mike (R + B Group, Inc.)**
Work Required
 Description:



#3: Insulate poly tube line at GST

Type: Location:
 Date Created: Due Date:
08/03/2022 **09/02/2022**
 Priority: Status:
Work Required
 Creator: Reference:
Michael Carpenter
 Punch Item Manager: Final Approver:
Michael Carpenter **Michael Carpenter**
 Ball in Court: Assignee Name:
Mike Haralson (R + B Group, Inc.) **Haralson, Mike (R + B Group, Inc.)**
Work Required
 Description:



#4: Add gasket and tighten/adjust GST drain line

Type: Location:
GST
 Date Created: Due Date:
08/03/2022 **09/02/2022**
 Priority: Status:
Medium **Work Required**
 Creator: Reference:
Michael Carpenter
 Punch Item Manager: Final Approver:
Michael Carpenter **Michael Carpenter**
 Ball in Court: Assignee Name:
Mike Haralson (R + B Group, Inc.) **Haralson, Mike (R + B Group, Inc.)**
Work Required
 Description:



#5: Add fill to valve box for fill line

Type: Location:
GST
 Date Created: Due Date:
08/03/2022 **09/02/2022**
 Priority: Status:
Medium **Work Required**
 Creator: Reference:

Michael Carpenter

Punch Item Manager:
Michael Carpenter

Final Approver:
Michael Carpenter

Ball in Court:
Mike Haralson (R + B Group, Inc.)

Assignee Name:
Haralson, Mike (R + B Group, Inc.)
Work Required

Description:



#6: Add duct bank markers for stub outs at Cooling Tower and HPT

Type: Location:

Date Created: Due Date:
08/04/2022 **09/03/2022**

Priority: Status:
Medium **Work Required**

Creator: Reference:
Michael Carpenter

Punch Item Manager: Final Approver:
Michael Carpenter **Michael Carpenter**

Ball in Court: Assignee Name:
Mike Haralson (R + B Group, Inc.) **Haralson, Mike (R + B Group, Inc.)**
Work Required

Description:

#7: Add locks to HPT cabinet and GST manway (Operator)

Type: Location:

Date Created: Due Date:
08/04/2022 **09/03/2022**

Priority: Status:
Medium **Work Required**

Creator: Reference:
Michael Carpenter

Punch Item Manager: Final Approver:
Michael Carpenter **Michael Carpenter**

Ball in Court: Assignee Name:
Mike Haralson (R + B Group, Inc.) **Haralson, Mike (R + B Group, Inc.)**
Work Required

Description:

#8: Install insulation at HPT #3 cabinet

Type: Location:
Hydro-Pneumatic Tank

Date Created: Due Date:
08/04/2022 09/03/2022

Priority: Status:
Medium Work Required

Creator: Reference:
Michael Carpenter

Punch Item Manager: Final Approver:
Michael Carpenter Michael Carpenter

Ball in Court: Assignee Name:
Mike Haralson (R + B Group, Inc.) Haralson, Mike (R + B Group, Inc.)
Work Required

Description:

**#9: Install outlet with light bulb and on/off switch at HPT #3 cabinet**

Type: Location:
Hydro-Pneumatic Tank

Date Created: Due Date:
08/04/2022 09/03/2022

Priority: Status:
Medium Work Required

Creator: Reference:
Michael Carpenter

Punch Item Manager: Final Approver:
Michael Carpenter Michael Carpenter

Ball in Court: Assignee Name:
Mike Haralson (R + B Group, Inc.) Haralson, Mike (R + B Group, Inc.)
Work Required

Description:

- See daily log 8/17/22 on current status

**#10: Remove excess blasting sand from site**

Type: Location:

Date Created: Due Date:
08/04/2022 09/03/2022

Priority: Status:
Work Required

Creator: **Michael Carpenter**

Punch Item Manager: **Michael Carpenter**

Ball in Court: **Mike Haralson (R + B Group, Inc.)**

Description:

Reference:

Final Approver: **Michael Carpenter**

Assignee Name: **Haralson, Mike (R + B Group, Inc.)**
Work Required



#11: Power wash panels of GST No. 1

Type:

Date Created: **08/04/2022**

Priority:

Creator: **Michael Carpenter**

Punch Item Manager: **Michael Carpenter**

Ball in Court: **Mike Haralson (R + B Group, Inc.)**

Description:

Location: **GST**

Due Date: **09/03/2022**

Status: **Work Required**

Reference:

Final Approver: **Michael Carpenter**

Assignee Name: **Haralson, Mike (R + B Group, Inc.)**
Work Required



#12: Train Operator on Cooling Tower operation

Type:

Date Created: **08/04/2022**

Priority: **High**

Creator: **Michael Carpenter**

Punch Item Manager: **Michael Carpenter**

Ball in Court:

Description:

Location:

Due Date: **09/03/2022**

Status: **Closed by Michael Carpenter on 08/22/2022**

Reference:

Final Approver: **Michael Carpenter**

Assignee Name: **Haralson, Mike (R + B Group, Inc.)**
Resolved

Description:

#13: Add permanant name plates to MCC

Type: Location:
 Date Created: **08/04/2022** Due Date: **09/03/2022**
 Priority: **High** Status: **Work Required**
 Creator: **Michael Carpenter** Reference:
 Punch Item Manager: **Michael Carpenter** Final Approver: **Michael Carpenter**
 Ball in Court: **Mike Haralson (R + B Group, Inc.)** Assignee Name: **Haralson, Mike (R + B Group, Inc.)**
Work Required



Description:

#14: Backfill air line at Control Building

Type: Location:
 Date Created: **08/04/2022** Due Date: **09/03/2022**
 Priority: **Medium** Status: **Work Required**
 Creator: **Michael Carpenter** Reference:
 Punch Item Manager: **Michael Carpenter** Final Approver: **Michael Carpenter**
 Ball in Court: **Mike Haralson (R + B Group, Inc.)** Assignee Name: **Haralson, Mike (R + B Group, Inc.)**
Work Required



Description:

#15: Add conduit tags

Type: Location:
 Date Created: **08/04/2022** Due Date: **09/03/2022**
 Priority: Status:

Work Required

Creator:
Michael Carpenter

Reference:

Punch Item Manager:
Michael Carpenter

Final Approver:
Michael Carpenter

Ball in Court:
Mike Haralson (R + B Group, Inc.)

Assignee Name:
Haralson, Mike (R + B Group, Inc.)
Work Required

Description:

#16: Provide bracing for supply lines at Cooling Tower

Type:

Location:
Cooling Tower

Date Created:
08/04/2022

Due Date:
09/03/2022

Priority:
Medium

Status:
Work Required

Creator:
Michael Carpenter

Reference:

Punch Item Manager:
Michael Carpenter

Final Approver:
Michael Carpenter

Ball in Court:
Mike Haralson (R + B Group, Inc.)

Assignee Name:
Haralson, Mike (R + B Group, Inc.)
Work Required

Description:



#17: Remove trash and debris from GST

Type:

Location:

Date Created:
08/04/2022

Due Date:
09/03/2022

Priority:
Low

Status:
Work Required

Creator:
Michael Carpenter

Reference:

Punch Item Manager:
Michael Carpenter

Final Approver:
Michael Carpenter

Ball in Court:
Mike Haralson (R + B Group, Inc.)

Assignee Name:
Haralson, Mike (R + B Group, Inc.)
Work Required

Description:



Description:

#18: Install correct probe fitting on GST

Type: Location: **GST**
Date Created: **08/04/2022** Due Date: **09/03/2022**
Priority: **Medium** Status: **Work Required**
Creator: **Michael Carpenter** Reference:
Punch Item Manager: **Michael Carpenter** Final Approver: **Michael Carpenter**
Ball in Court: Assignee Name: **Haralson, Mike (R + B Group, Inc.)**
Mike Haralson (R + B Group, Inc.) *Work Required*
Description:
- See daily log from 8/18/22



#19: Replace GST Screens to stainless

Type: Location: **GST**
Date Created: Due Date:

08/04/2022

09/03/2022

Priority:

Status:

Medium

Work Required

Creator:

Reference:

Michael Carpenter

Punch Item Manager:

Final Approver:

Michael Carpenter

Michael Carpenter

Ball in Court:

Assignee Name:

Mike Haralson (R + B Group, Inc.)

Haralson, Mike (R + B Group, Inc.)

Work Required

Description:

Montgomery City Council
AGENDA REPORT

Meeting Date: September 13, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action regarding adoption of the following ordinance: AN ORDINANCE BY THE CITY OF MONTGOMERY, TEXAS ("CITY") DENYING THE DISTRIBUTION COST RECOVERY FACTOR RATE INCREASE REQUEST OF ENTERGY TEXAS, INC, FILE ON OR ABOUT JULY 20,2022; SETTING JUST AN REASONABLE RATES FOR ENTERGY TEXAS, INC FOR SERVICE WITHIN THE MUNICIPAL LIMITS; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETING ACT; MAKING OTHER FINDINGS.

Recommendation

Motion to approve the Ordinance as presented.

Discussion

You may recall that the City is part of a coalition of cities working with The Lawton Law Firm, P.C. to challenge Entergy’s rates with the Public Utility Commission. This ordinance is related to that effort and each city in the coalition is being asked to adopt this ordinance authorizing a denial of the effective date of Entergy’s new rate. The Lawton Law Firm’s guidance is that this ordinance must be adopted by the cities.

Approved By

Interim City Administrator	Dave McCorquodale	Date: 09-09-2022
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ORDINANCE NO. 2022-23

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, (or “City”) declining to approve the change in rates requested in Entergy Texas, Inc.’s (“ETI” or “Company”) Statement of Intent filed with the City on JULY 20, 2022, AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS CONSIDERED WAS OPEN TO THE PUBLIC AND IN ACCORDANCE WITH TEXAS LAW.

WHEREAS, ETI notified the City of its intent to file a statement of intent to offer a new optional rate related to back-up electric service for commercial and industrial customers;

WHEREAS, ETI filed with the City its *Statement of Intent for Rate Schedule UODG* (“Statement of Intent”);

WHEREAS, the City has duly noticed its consideration of the Company’s Statement of Intent and is acting within its authority under applicable law;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF MONTGOMERY, TEXAS THAT the City **DECLINES** to approve any and all changes in rates requested by ETI and included in ETI’s Statement of Intent and that ETI’s proposed new rate should not be made effective.

PASSED AND APPROVED ON THE FIRST READING THIS 13TH day of SEPTEMBER, 2022.

Byron Sanford, Mayor

ATTEST:

Nici Browe City Secretary TRMC

THE LAWTON LAW FIRM, P.C.

12600 Hill Country Blvd., Suite R-275 • Austin, Texas 78738 • 512/322-0019 • Fax: 512/329-2604

CONFIDENTIAL/PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

September 1, 2022

Via E-Mail

Mr. Richard G. Baker
City Attorney – City of Anahuac
P.O. Box 10066
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Ms. Sharae Reed
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Interim City Manager – City of Beaumont
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Beaumont, Texas 77704

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City Attorney – Bridge City
City Attorney – Pine Forest
260 Rachal
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Bridge City, Texas 77611

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907 E. Houston
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Houston, Texas 77019

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Mayor Nyla Akin Dalhaus
City of Cut and Shoot
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Cut and Shoot, Texas 77306

Amy L. Wade
City Secretary – City of Cut and Shoot
P.O. Box 7364
Cut and Shoot, Texas 77306

Mr. Jeff Lambright
Mayor – City of Dayton
117 Cook Street
Dayton, Texas 77535

Mr. Steve Floyd
City Manager – City of Dayton
117 Cook Street
Dayton, Texas 77535

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City Attorney – City of Groves
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City Manager – City of Groves
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Port Arthur, Texas 77643

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City of Houston Legal Department
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Houston, Texas 77002

Mr. Leonard Schneider
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City Attorney – City of Dayton
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Liberty, Texas 77575

Mr. Tom Warner
City Manager – City of Liberty
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Liberty, Texas 77575

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Mr. Jason Weeks
City Manager – City of Navasota
202 E. Washington
Navasota, Texas 77868

Mr. Christopher Duque
City Manager – City of Nederland
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Mr. Jesse Branick
City Attorney – City of Nederland
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City Secretary – City of Oak Ridge North
27424 Robinson Road
Oak Ridge North, Texas 77385

Ms. Heather Neeley
City Manager – City of Oak Ridge North
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Oak Ridge North, Texas 77385

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Mr. Jerry Hood
City Administrator – City of Pinehurst
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Mr. Tommy Gunn
City Attorney – City of Pinehurst
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Orange, Texas 77630

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Mr. Ronald Burton
City Manager – City of Port Arthur
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Port Arthur, Texas 77641

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Mr. Andre’ Wimer
City Manager – City of Port Neches
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Port Neches, Texas 77651

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City Attorney – City of Roman Forest
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Conroe, Texas 77301

Ms. Kathie Reyer
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City Attorney – City of Silsbee
P.O. Box 186
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City Manager – City of Silsbee
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Silsbee, Texas 77656

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City Attorney – City of Sour Lake
2615 Calder Ave., Ste. 1070
Beaumont, Texas 77702

Mr. Jack Provost
City Manager – City of Sour Lake
625 Hwy 105 W
Sour Lake, Texas 77959

Mayor Dorothy Welch
City Attorney Leonard Schneider
City of Splendora
P.O. Box 1087
Splendora, Texas 77372

Mr. Robbie Hood
City Manager - City of Vidor
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Vidor, Texas 77662-3726

Mr. Chris Leavins
City Attorney – City of Vidor
City Attorney – City of West Orange
P.O. Box 4915
Beaumont, Texas 77704-4915

Mayor Randy Branch
Mayor – City of West Orange
2700 Western Avenue
West Orange, TX 77630

Mr. Michael S. Stelly
City of West Orange, Texas
2700 Austin Avenue
West Orange, TX 77630

Ms. Marissa Quintanilla
City Secretary – City of Willis
200 N. Bell
Willis, Texas 77378

Re: **Entergy Texas, Inc.’s 2022 Statement of Intent to Implement Rate Schedule UODG (Related to Backup Electric Service); PUCT Docket No. 53992**

Dear Cities:

Recently, Entergy Texas, Inc. (“ETI” or “Company”) filed the above styled and numbered case at the Public Utility Commission of Texas (“PUCT” or “Commission”) and concurrently with the Cities. The proposed Rate Schedule UODG is a voluntary rate schedule that will apply only to customers who choose to participate in ETI’s Power Through service. The Company has requested an effective date of October 5, 2022, for Rate Schedule UODG. **Accordingly, Cities’ deadline to pass a Rate Ordinance is October 5, 2022.**

ETI’s new Power Through service is a distributed generation program, under which small gas-fired generators will be installed at commercial and industrial customer premises. The size of the distributed generators will range from 100 kW to 10 MW, depending on each participating customer’s need and location. The generators will serve as back-up generators to participating customers during system outages. During normal system operating times, ETI will be able to call on these distributed generation facilities to serve its own system load requirements. Thus, the gas-fired distributed generation facilities would serve as back-up to specific customers during system outages and as an ETI resource (generally a peak load resource) at all other times.

The proposed Rate Schedule UODG is a monthly fee that will apply only to host customers that elect to take back-up service from ETI using Power Through generators sited on their premises. It is site-specific, meaning the fee will be different for each customer depending on needed generator size, technology being utilized, interconnections needed, installation, and any other customer-specific costs.

The Company has asked the Cities to deny its application because it plans to join Cities' rate decisions with its concurrent application pending with the Commission, and the Commission will make the final determination to approve or deny the Company's request.¹ We will intervene in the Commission proceedings.

We are currently reviewing the Company's application to determine whether the Company's request is consistent with PURA and Commission rules. Because of the limited timeline, we recommend that the Cities deny Entergy's application in total by October 5, 2022. The Company provided a recommended Rate Ordinance denying Entergy's application with its filing. We have reviewed it and have no edits or additions; therefore, we recommend that the Cities pass the Company's proposed ordinance. Please forward passed ordinances to us at molly@mayhallvandervoort.com and danlawtonlawfirm@gmail.com.

If there are any questions or concerns, please do not hesitate to call.

Sincerely,
/s/ Daniel J. Lawton

¹ The Commission has original jurisdiction over Entergy service areas outside the City limits and appellate jurisdiction over City decisions. *See* Tex. Util. Code § 32.001.