

**Notice of City Council Workshop
AGENDA**

September 25, 2023 at 5:00 PM

NOTICE IS HEREBY GIVEN that a Meeting of the Montgomery City Council will be held on **Monday, September 25, 2023**, at **5:00 PM** at the City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas.

DISCUSSION:

- 1.** Review of the draft Chapter 380 Agreement Between The Home Depot and City of Montgomery for the Buffalo Springs Drive Roadway Reconstruction and Traffic Signal at SH105W & Buffalo Springs Drive.
- 2.** Review and Discuss Volunteer Committee/Commission Applicants for the Montgomery Economic Development Corporation, Planning and Zoning Commission, and Transportation Advisory Committee
- 3.** Discuss Proposed Water Operations Advisory Position.
- 4.** Final Review and Discussion on Proposed FY24 Operating Budget

ADJOURNMENT

/s/ Nici Browe

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 22, 2023 at 4:00 p.m.

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

Montgomery City Council
AGENDA REPORT

Workshop Date: September 25, 2023	Available Funds: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Review of the draft Chapter 380 Agreement Between The Home Depot and City of Montgomery for the Buffalo Springs Drive Roadway Reconstruction and Traffic Signal at SH105W & Buffalo Springs Drive.

Recommendation

Review the draft Chapter 380 agreement and discuss.

Discussion

Issue:

The City and The Home Depot have been discussing a proposed store at 20240 Eva Street for several months. These discussions include off-site infrastructure improvements to include a traffic signal on FM105 and Buffalo Springs Dr., and roadway reconstruction North from FM105 to the rear of the proposed Home Depot property. These projects are to be completed before the store opens in October 2024.

Regulations:

Chapter 380 of the Local Government Code authorizes municipalities to offer incentives designed to promote economic development such as commercial and retail projects. Specifically, it provides for offering loans and grants of city funds or services at little or no cost to promote economic development and to stimulate business and commercial activity. (Source: <https://comptroller.texas.gov/economy/local/ch380-381/>)

Analysis:

Home Depot desires a traffic signal at Buffalo Springs Drive and Eva Street (FM105) to facilitate access. The City recognizes the need for the traffic signal to increase mobility in the City and conducted a Traffic Signal Warrant Analysis at the intersection in the fall of 2021. The City also desires improvements to be made to the Buffalo Springs Drive roadway which is nearing the end of its lifecycle. Discussions with The Home Depot about Buffalo Springs Drive are limited to the portion of the roadway from Eva Street to their northern property line (approx. 1,050 feet). The Chapter draft 380 Agreement is based on reimbursing 50% of the total sales tax collected by the City at the Home Depot store.

Fiscal Review:

The total design and construction cost for the two projects is estimated to be \$1,424,800. Home Depot has agreed to contribute \$750,000 toward the traffic signal and roadway improvements. They have also agreed to pay the remaining estimated costs of \$674,000 plus 15% for contingencies subject to being reimbursed through a Chapter 380 Agreement for project costs exceeding \$750,000. The City will reimburse Home Depot approximately \$674,000 over a period of 5 or more years instead of paying those costs up front. The net result of the agreement with Home Depot is the City receiving infrastructure improvements totaling \$1.4 million for an estimated cost of \$674,000.

Approved By

Assistant City Administrator &
Planning & Development Director

Dave McCorquodale

Date: 09/20/2023

Montgomery City Council
AGENDA REPORT

City Administrator	Gary Palmer	Date: 09/20/2023
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THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2023, by and between the City of Montgomery, Texas (the "**City**"), and Home Depot U.S.A., Inc. ("**Home Depot**"). The City and Home Depot (hereinafter collectively referred to as the "**Parties**" and individually to as the "**Party**").

WITNESSETH:

WHEREAS, Home Depot is in the process of purchasing and developing property located at the commonly known address of 20240 Eva Street (the "**Property**"), and more particularly described in Exhibit A, to be used by Home Depot as a new retail store; and

WHEREAS, the City has requested Home Depot to fund the design, management, and construction of certain public infrastructure improvements adjacent to the Property, and, in return, Home Depot requested certain economic development incentives to defray a portion of those costs; and

WHEREAS, the City is authorized by Chapter 380 of the Texas Local Government Code to make economic development grants in recognition of the positive economic benefits to the City to promote state and local economic development and stimulate business and commercial activity in the City; and

WHEREAS, the City has concluded and hereby finds that the Agreement will clearly promote economic development in the City and, as such, meets requisites under Chapter 380 of the Texas Local Government Code, as amended, and further, is in the best interests of the City; and

WHEREAS, the City has determined that making economic development grants to Home Depot in accordance with this Agreement will further the objectives of the City and will benefit the City and the City's inhabitants, will promote local economic development, will stimulate commercial and business activity, and will generate additional sales tax and will enhance the property tax base and economic vitality of the City; and

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Home Depot covenant and agree as follows:

1. Definitions. For purposes of this Agreement, each of the following terms shall have the meaning set forth below unless the context clearly indicates otherwise:

"Annual Sales Tax Grants" shall mean economic development grants, each in the amount equal to fifty percent (50%) of the Sales Tax Receipts received by the City for the applicable Sales Tax Reporting Period, to be paid annually to Home Depot as set forth herein. The amount of each Annual Sales Tax Grant shall be computed by multiplying the Sales Tax Receipts received by the City for the given Sales Tax Reporting Period

times fifty percent (50%), less the administrative fee charged to the City by the State of Texas. For purposes of clarification, and as defined in "Sales and Use Tax," below, the sales tax referenced herein subject to the aforementioned fifty percent (50%) limitation is fifty percent (50%) of the sales tax received by the City for the applicable sales tax reporting period.

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as a business, insolvency, appointment of receiver for any part of such Party's property and such appointment is not terminated within one hundred twenty (120) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within one hundred twenty (120) days after the filing thereof.

"Commencement Date" shall mean the date a certificate of occupancy is issued by the City to Home Depot.

"Completion of Construction" shall mean that (i) substantial completion of the Improvements has occurred; and (ii) the City has issued a certificate of occupancy for occupancy of the Improvements by Home Depot.

"Consummated" is defined in Section 321.203, Texas Tax Code, or its successor.

"Effective Date" shall mean the last date of execution hereof.

"Expiration Date" shall mean the date of payment of the Maximum Sales Tax Grant amount.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages.

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees and other charges, whether general or special, ordinary or extraordinary, foreseen or unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority or the City on Home Depot, and/or a Home Depot affiliate, and applicable to the development of the Property or any property or any business owned by Home Depot.

"Improvements" shall mean a Home Depot retail store to be constructed on the Property, more fully described in the submittals filed by Home Depot with the City, from time to time, in order to obtain a building permit(s).

"Maximum Sales Tax Grant" shall mean the cumulative payment of Sales Tax

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Grants to Home Depot which equals the total cost and/or expenses related to the Road Improvements and Signal Improvement projects, in excess of Seven Hundred and Fifty Thousand and No/100 Dollars (\$750,000.00).

"Party" shall mean any party to this Agreement.

"Payment Request" shall mean a written request from Home Depot to the City for payment of an Annual Sales Tax Grant for the applicable Sales Tax Reporting Period.

"Property" shall mean the real property described in Exhibit A.

"Road Improvements" shall mean the road improvements to North Buffalo Spring Drive from TX-105 to the northern property boundary line of the Property, as shown in Exhibit B.

"Sales and Use Tax" shall mean (i) with respect to the City, the City's **one and one half percent (1.5%)** general municipal sales and use tax imposed pursuant to Chapter 321, Texas Tax Code, on the sale of Taxable Items by Home Depot consummated on the Property.

"Sales Tax Area Reports" shall mean reports provided by the Comptroller to the City pursuant to Texas Tax Code, Section 321.3022, or other provision of the Texas Tax Code, with respect to Sales and Use Tax allocations to the City attributable to the sale of Taxable Items by Home Depot consummated on the Property or if such reports are not available from the Comptroller, such other documentation in a form reasonably acceptable to the City setting forth the collection of Sales and Use Tax by Home Depot received by the City from the Comptroller for the sale of Taxable Items by Home Depot consummated on the Property.

"Sales Tax Certificate" shall mean one or more Sales Tax Area Reports or a report provided by the Comptroller to the City in accordance with Section 321.3022, Texas Tax Code (or other applicable provision of the Texas Tax Code), which lists the amount of Sales and Use Tax collected (including any refunds, credits or adjustments) for the Sales Tax Reporting Period paid by Home Depot and received by the City from the Comptroller from the sale of Taxable Items consummated by Home Depot on the Property and, in turn, paid by the Comptroller to the City for use by the City in accordance with this Agreement; or, if such a report is not available, then a certificate or statement in a form reasonably approved by the City, setting forth the collection of Sales and Use Tax (including any refunds, credits or adjustments) by Home Depot received by the City from the Comptroller, from the sale of Taxable Items by Home Depot consummated on the Property, including supporting documentation, to be provided by Home Depot that provides the same or similar information, as such other information as the City may reasonably require from time to time.

"Sales Tax Receipts" shall mean the City's receipt of the City's Sales and Use Tax from the Comptroller from Home Depot's collection of Sales and Use Tax (it being expressly understood that the City's use of the sales and use tax receipts are being used only as a measurement for its use of general funds to make a grant for economic development purposes) as a result of the sale of Taxable Items by Home Depot for the Sales Tax Reporting Period

consummated on the Property.

"*Sales Tax Reporting Period*" shall mean a calendar year (with the calendar year ending December 31) except that (1) Home Depot may designate a different period coinciding with the fiscal year covered by its annual Sales and Use Tax return filed with the State of Texas and (2) the first Sales Tax Reporting Period shall begin on the Commencement Date and continue through and include the last day of the first full calendar year or fiscal year, as applicable, following the Commencement Date.

"*Signal Improvement*" shall mean the signal improvement located at the intersection of North Buffalo Springs Drive and TX-105, as shown in Exhibit C.

"*State of Texas*" shall mean the Office of the Texas Comptroller, or its successor.

"*Taxable Items*" shall mean both "taxable items" and "taxable services" as those terms are defined by Chapter 151, Texas Tax Code, as amended.

2. Sales Tax Grants.

(a) Annual Sales Tax Grants. Subject to the continued satisfaction of all the terms and conditions of this Agreement by Home Depot, the City (the "Grantor") agrees to provide Home Depot with Annual Sales Tax Grants. The Annual Sales Tax Grants paid by the City to Home Depot shall occur annually until the cumulative payments of sales tax grants to Home Depot equal the Maximum Sales Tax Grant. The Annual Sales Tax Grants shall be paid within ninety (90) days after receipt of a Payment Request. Each Payment Request shall be submitted to the City not later than April 1 of the calendar year immediately following the end of the applicable Sales Tax Reporting Period (or 90 days immediately following the end of the applicable Sales Tax Reporting Period if such period is not on a calendar year basis), beginning with the first Sales Tax Reporting Period. Failure to timely submit a Payment Request for a given Sales Tax Grant Reporting Period shall require the City to notify Home Depot of such failure to submit and give Home Depot thirty (30) days to cure after its receipt of such notice. Fifty percent (50%) of each Annual Sales Tax Grant shall be paid by the City directly to Home Depot at the address of Home Depot specified on the related Payment Request.

(b) Adjustment Notification. Home Depot shall promptly notify the City in writing of any adjustments found, determined or made by Home Depot, the State of Texas, or by an audit which results, or will result, in either a refund or reallocation of Sales Tax Receipts or the payment of Sales and Use Tax or involving amounts reported by Home Depot as subject to this Agreement. Such notification shall also include the amount of any such adjustment in Sales and Use Tax or Sales Tax Receipts. Home Depot shall notify the City in writing within ninety (90) days after receipt of notice of the intent of the State of Texas to audit Home Depot. Such notification shall also include the period of such audit or investigation.

(c) Adjustments. In the event Home Depot files an amended Sales and Use Tax return, or report with the State of Texas, or if additional Sales and Use Tax is due and

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owing by Home Depot to the State of Texas, as determined, or approved by the State of Texas affecting Sales Tax Receipts for a previous Sales Tax Reporting Period, then the Annual Sales Tax Grant payment for the Sales Tax Reporting Period immediately following such State of Texas approved amendment shall be adjusted accordingly (*i.e.*, up or down, depending on the facts), provided the City has received Sales Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, Home Depot shall provide the City with a copy of any such amended sales and use tax report or return, and the approval thereof by the State of Texas. Copies of any amended Sales and Use Tax return or report or notification from the State of Texas that additional Sales and Use Tax is due and owing by Home Depot to the State of Texas, as determined by the State of Texas, affecting Sales Tax Receipts for a previous Sales Tax Reporting Period shall be provided to the City with the Payment Request for the next Sales Tax Reporting Period.

(d) Refunds and Underpayments of Annual Sales Tax Grants. In the event the State of Texas issues a final determination that the City erroneously received (or failed to receive), for the benefit of the City, Sales Tax Receipts, or that the amount of Sales and Use Tax paid by Home Depot exceeds (or is less than) the correct amount of Sales and Use Tax for a previous Sales Tax Reporting Period, for which Home Depot and Developer have received an Annual Sales Tax Grant, Home Depot shall, within sixty (60) days after receipt of notification thereof from the City specifying the amounts by which such Annual Sales Tax Grant exceeded (or was less than) the amount to which Home Depot and Developer were entitled pursuant to such State of Texas determination, adjust (up or down, depending on the facts) the amount claimed due for the Annual Sales Tax Grant payment for the Sales Tax Reporting Period immediately following such State of Texas determination. If Home Depot does not adjust the amount claimed due for the Annual Sales Tax Grant payment for the Sales Tax Reporting Period immediately following such State of Texas determination the City may, at its option, adjust the Annual Sales Tax Grant payment for the Sales Tax Reporting Period immediately following such State of Texas determination. If the adjustment results in funds to be paid back to the City for the benefit of the City, Home Depot shall repay their respective amounts to the City within ninety (90) days after receipt of such State of Texas determination. As a condition precedent to payment of such refund, the City shall provide Home Depot with a copy of such determination issued by the State of Texas. If the adjustment results in additional funds to be paid to Home Depot, the City shall pay such amount to Home Depot as part of the next Annual Sales Tax Grant payment. The provisions of this Section shall survive termination of this Agreement.

(e) Grant Payment Termination: Suspension. The payment of the Annual Sales Tax Grants shall terminate on the effective date of determination by the State of Texas or other appropriate agency or court of competent jurisdiction that Home Depot is not a place of business resulting in Sales and Use Taxes being due the City from the sale of Taxable Items by Home Depot on the Property. In the event the State of Texas seeks to invalidate Home Depot as a place of business where Sales and Use Tax was properly remitted to the State of Texas (the "Comptroller Challenge") the payment of Annual Sales Tax Grants by the City hereunder shall be suspended until such Comptroller Challenge is resolved in whole favorably to the City. In such event, Home Depot shall not be required to return or refund Annual Sales Tax Grants previously received from the City provided Home Depot is actively defending against and/or contesting the Comptroller Challenge and Home Depot promptly

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informs the City in writing of such Home Depot actions and with copies of all documents and information related thereto. In the event the Comptroller Challenge is resolved favorably to the City, the City shall remit to Home Depot all unpaid Annual Sales Tax Grants that they would have otherwise been entitled to during the suspension due to the Comptroller Challenge. In the event the Comptroller Challenge is not resolved favorably to the City and/or in the event the State of Texas determines that Home Depot does not have a place of business on the Property or that Home Depot is not a place of business where the Sales and Use Tax was properly remitted to the State of Texas, and Sales and Use Tax Receipts previously paid or remitted to the City relating to the Improvements are reversed and required to be repaid to the State of Texas, then the obligation to pay the Annual Sales Tax Grants shall terminate and Home Depot shall refund all respective amounts of Annual Sales Tax Grants received by Home Depot from the City that relate to the Comptroller Challenge, which refund shall be paid to the City within ninety 90 days after the date that the Comptroller Challenge required the City to repay Sales and Use Tax Receipts.

(f) **Sales Tax Reports.** The City and Home Depot designate this Agreement as a "revenue sharing agreement," thereby entitling the City to request annual sales and use tax information from the Comptroller, pursuant to Section 321.3022 of the Texas Tax Code, as amended. The City shall request in writing that the Comptroller issue sales tax reports pursuant to Section 321.3022 for total sales of Taxable Items consummated on the Property by Home Depot and the payment of Sales and Use Tax (the "Sales Tax Reports") for each calendar year during the term hereof. To the extent that the release of any such reports or information regarding the Sales and Use Tax collected by Home Depot for the sale of Taxable items consummated on the Property by Home Depot shall require the consent of Home Depot, Home Depot shall provide such consent to the City. Home Depot shall provide the sales tax identification numbers for Home Depot so that payments can be verified by the City.

(g) **Confidentiality.** Unless otherwise determined by the Texas Attorney General in writing, the sales and use tax documentation referenced in this Agreement shall be considered confidential financial information contained in a public document (or other reproduction media) not subject to release to the public. The City shall seek a written opinion from the Texas Attorney General raising any applicable exception to release, prior to any release to a third-party under the Texas Public Information Act. The Parties agree, however, that this Agreement shall not be considered confidential.

3. Administration. The City, by and through its City Administrator, or designee, shall have the authority to administer this Agreement, including the receipt of Payment Requests and the payment of Annual Sales Tax Grants.

- 4. Road Improvements and Signal Improvements.** Home Depot agrees to fund all costs and/or expenses associated with the Road Improvements to North Buffalo Spring Drive from TX-105 to the northern property boundary line of the Property as shown in Exhibit B and the Signal Improvement located at the intersection of North Buffalo Springs Drive and TX-105 as shown on Exhibit C. Upon execution of this Agreement, Home Depot agrees to deposit an amount sufficient to cover all costs and/or expenses related to the design, survey, geo technical analysis, and competitive bidding with the City for the Road Improvements and Signal

Improvement projects. The Road Improvements and Signal Improvement projects will be bid as separate projects. Prior to the City entering into the construction contracts for the Road Improvements and Signal Improvement projects (i.e., after City awards the construction contract but before the actual construction contract is fully executed), Home Depot agrees to deposit with the City the amount of the bid plus fifteen percent (15%) contingencies plus the amount for construction administration, inspection, and materials testing with the City, or \$137,500.00. Within sixty (60) days after the acceptance by the City of the Road Improvements and Signal Improvement projects, a final accounting of each of the project cost(s) will be conducted by the City and Home Depot will either be required to deposit additional funds or receive a reimbursement from the City. In the event the construction cost of the Road Improvement projects exceeds the projected cost of \$1,669,800.00, the City unilaterally reserves the right to reduce the scope of the Road Improvement project from the northern property boundary line of the Property to the access road entrance of the Improvements. See Exhibit D.

5. Obligations. The obligation of the City to provide the Annual Sales Tax Grants hereunder shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by Home Depot and each of the terms and conditions set forth below:

(a) Payment Request. Home Depot shall provide the City with the applicable Payment Request.

(b) Good Standing. So long as Home Depot is in compliance with this Agreement, the City's obligation to provide Home Depot with its Annual Sales Tax Grant when due and payable shall remain in effect.

(c) Completion of Construction of the Improvements. Home Depot shall, subject to events of Force Majeure, cause Completion of Construction to occur on or before **December 1, 2024**.

(d) Required Use. During the term of this Agreement following the Commencement Date and continuing thereafter until the Expiration Date, the Improvements shall not be used for any purpose other than as a Home Depot retail store, and the operation and occupancy of the Improvements in conformance with such use shall not cease for more than thirty (30) consecutive days except in connection with and to the extent of an event of Force Majeure.

(e) Continuous Ownership. During the term of this Agreement following the Commencement Date and continuing thereafter until the Expiration Date, Home Depot or an affiliate of Home Depot shall continuously own the Property.

(f) Sales Tax Certificate. As a condition to the payment of each Annual Sales Tax Grant hereunder, the City shall have received a Sales Tax Certificate for the applicable Sales Tax Reporting Period for which payment of an Annual Sales Tax Grant is requested. The City shall use its best efforts to obtain such Sales Tax Certificate from the Comptroller and shall provide a copy of each such Sales Tax Certificate to Home Depot upon its request. The City shall have no duty to calculate the Sales Tax Receipts or determine the entitlement of

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Home Depot to any Annual Sales Tax Grant, or pay any Annual Sales Tax Grant during the term of this Agreement until such time as Home Depot has provided items (1) through (4) set forth below and a Payment Request for the applicable Sales Tax Reporting Period. The City may, but is not required to, provide Home Depot with forms for items (1) through (4) set forth below and required herein. At the request of the City, Home Depot shall provide such additional documentation as may be reasonably requested by the City to evidence, support and establish the Sales Tax Receipts (including Sales and Use Tax paid directly to the State of Texas pursuant to a direct payment permit) received by City from the State of Texas. Each Payment Request shall at a minimum be accompanied by the following:

- (1) Schedules, which show the amount of total sale of Taxable Items by Home Depot consummated on the Property for the applicable Sales Tax Reporting Period, and the amount of Sales and Use Tax collected and paid to the State of Texas as a result of the sale of Taxable Items by Home Depot consummated at the Improvements for the applicable Sales Tax Period;
- (2) A copy of all Sales and Use Tax returns and reports, Sales and Use Tax prepayment returns, direct payment permits and reports, including amended sales and use tax returns or reports, filed by Home Depot for the applicable Sales Tax Reporting Period showing the Sales and Use Tax collected (including Sales and Use Tax paid directly to the State of Texas pursuant to a direct payment certificate) by Home Depot for the sale of Taxable Items consummated at the Improvements;
- (3) A copy of all direct payment and self-assessment returns, if any, including amended returns, filed by Home Depot for the applicable Sales Tax Reporting Period showing the Sales and Use Tax paid for the sale of Taxable Items consummated at the Improvements; and
- (4) Information concerning any refund or credit received by Home Depot during the applicable Sales Tax Reporting Period of the Sales and Use Taxes paid or collected by Home Depot which has previously been reported by Home Depot as Sales and Use Tax paid or collected.

Within thirty (30) business days after a request by the City, Home Depot shall provide a release or releases to the City as necessary to allow the State of Texas to disclose the Sales and Use Tax information pertaining to the sale of Taxable Items by Home Depot on the Property during the term of this Agreement in a form as may be required by the State of Texas.

6. Termination Provisions.

- (a) Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:
 - (1) by mutual written agreement of the Parties;
 - (2) by a Party, if another Party defaults or breaches any of the terms or

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conditions of this Agreement, and such default or breach is not cured within ninety (90) days after written notice thereof;

(3) by the City, if any Impositions owed to the City or the State of Texas by Home Depot with respect to the Property shall have become delinquent (provided, however, Home Depot retains the right to timely and properly protest and contest any such taxes or Impositions);

(4) by the City, if Home Depot suffers an Event of Bankruptcy or Insolvency; or

(5) by any Party if any subsequent federal or state legislation or any final and non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

(b) **Offsets.** The City may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from Home Depot, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise and regardless of whether or not the debt due the City has been reduced to judgment by a court.

7. Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties.

8. Limitation on Liability. It is understood and agreed between the Parties that the City assumes no responsibilities or liabilities to third parties in connection with Home Depot actions. Further, Home Depot agrees to indemnify and hold harmless the City from all claims, suits, demands, and causes of actions by a third party arising from actions and performance under this Agreement, as hereinafter referenced.

9. No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

10. Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

11. Right of Access. Home Depot further agrees that, upon twenty-four (24) hours' written notice, the City, its agents and employees, shall have a reasonable right to access the Property during the store's normal operating hours and any improvements thereon to inspect same in order to ensure that the construction of the improvements is in accordance with this Agreement and/or all applicable federal, state and local laws, ordinances and regulations. After completion of the improvements, upon twenty-four (24) hours' written notice, the City and its agents and employees shall have the continuing right of inspection during the store's normal operating hours to ensure that such are thereafter maintained and operated in accordance with this Agreement and/or all applicable federal, state and local laws.

12. **Construction of Agreement; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Montgomery County, Texas. Venue for any action arising under this Agreement shall lie in Montgomery County, Texas.

13. **Notices.** Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the City: City of Montgomery, Texas
101 Old Plantersville Road
Montgomery, Texas 77316
Attn: Gary Palmer, City Administrator

With a copy to: Johnson Petrov LLP
2929 Allen Parkway, Suite 3150
Houston, Texas 77019
Attn: Alan Petrov, City Attorney

If to Home Depot: Home Depot U.S.A., Inc.
2455 Paces Ferry Rd.
Attn: Wakesha Edwards
Atlanta, GA 30339-4024

14. **Attorney's Fees to Prevailing Party.** In the event any Party initiates or defends any legal action or proceeding against another Party to enforce or interpret any of the terms of this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

15. **Entire Agreement; Binding Effect of Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof.

16. **Indemnification.**

(a) HOME AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY FOR THE PURPOSE OF THIS SECTION, THE "CITY") HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES, AND DEMANDS BY THE STATE OF TEXAS INsofar AS SUCH LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES, AND DEMANDS ARISE OUT OF A CLAIM BY THE STATE OF TEXAS THAT THE CITY HAS BEEN PAID ERRONEOUSLY, HAS BEEN OVER-PAID OR HAS BEEN INCORRECTLY ALLOCATED SALES AND USE TAX ATTRIBUTED SOLELY

TO THE SALE OF TAXABLE ITEMS BY HOME DEPOT AND/OR HOME DEPOT AFFILIATES CONSUMMATED ON THE PROPERTY DURING THE TERM OF THIS AGREEMENT, IT BEING THE INTENTION OF THE PARTIES THAT HOME DEPOT SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY ANNUAL SALES TAX GRANTS PAID TO HOME DEPOT HEREIN BY THE CITY THAT RELATE TO SALES AND USE TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WERE ERRONEOUSLY PAID, DISTRIBUTED, OR ALLOCATED TO OR COLLECTED BY THE CITY. THE INDEMNIFICATION SHALL NOT APPLY TO ANY LIABILITY RESULTING SOLELY FROM ERRORS OR OMISSIONS OF THE CITY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND DO NOT CREATE ANY OBLIGATIONS FROM OR GRANT ANY CONTRACTUAL OR OTHER RIGHTS TO ANY OTHER PERSON OR ENTITY, OTHER THAN OBLIGATIONS, IF ANY, THAT ARISE FROM HOME DEPOT TO THE CITY TO PERFORM OBLIGATIONS CREATED BY THIS SECTION.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 15, IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT AND TO THE EXTENT THAT ANY INDEMNIFIED PARTY IS ENTITLED TO INDEMNIFICATION FROM HOME DEPOT UNDER THE TERMS OF PARAGRAPH (A) ABOVE IN RESPECT OF ANY OF THE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES, AND DEMANDS REFERRED TO THEREIN, HOME DEPOT SHALL BE LIABLE FOR SUCH AMOUNT, TO THE CITY, AND SUCH AMOUNT PAYABLE BY HOME DEPOT SHALL LIMITED TO AND SHALL NOT EXCEED THE TOTAL AMOUNT OF ANNUAL SALES TAX GRANTS PREVIOUSLY RECEIVED BY EACH OF THEM PURSUANT TO THIS AGREEMENT.

17. **Invalidation.** Invalidation of any one of the provisions of this Agreement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

18. **Facsimile.** A telecopied or electronic facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.

19. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

20. **Authority to Execute Agreement.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and

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represents that (1) it has all requisite power and authority under the Constitution and laws of the State of Texas to enter into and perform its obligations under this Agreement, and (2) the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same.

Home Depot warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Home Depot to same.

21. Non-Binding Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

22. Compliance with Chapter 2264, Texas Government Code. Home Depot certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, Home Depot, or its successors, heirs, assigns, grantees, trustees, representatives, and all others holding any interest in the Property now or in the future, is convicted of a violation under 8 U.S.C. § 1324a(f), Home Depot shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the date the City notifies Home Depot of the violation.

23. Amendment. This Agreement may only be amended by a written agreement executed by the Parties.

24. Recitals. The recitals in this Agreement are true and correct, represent representations and warranties of the Parties, and are incorporated as part of this Agreement for all purposes.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

26. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

27. Survival of Covenants. Any covenants of the Parties that are to be performed after termination of this Agreement shall survive termination of this Agreement.

28. Assignment. This Agreement may not be assigned by Home Depot, in whole or in part, without the prior written consent of the City. Any attempted assignment by Home Depot in violation of the terms and provisions of this section shall be void.

29. No Covenant to Build or Operate. Notwithstanding any other provision of this Agreement, the City acknowledges that Home Depot has not yet purchased the Property, and that nothing contained within this Agreement, either express or implied, shall be

DRAFT

deemed as a covenant on the part of Home Depot to build or operate a Home Depot store on the Property. The City further acknowledges that their sole remedy for Home Depot's failure to build or operate a Home Depot store on the Property shall be to terminate this Agreement as permitted by Section 5.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

THE CITY OF MONTGOMERY

By: _____
Byron Sanford, Mayor

HOME DEPOT U.S.A., INC., a Delaware corporation

By: _____

Name: _____

Title: _____

EXHIBIT(S)

Montgomery City Council
AGENDA REPORT

Meeting Date: September 25, 2023	Budgeted Amount: N/A
Department: Administration	Prepared By: G. Palmer

Subject

Review and Discuss Volunteer Committee/Commission Applicants for the Montgomery Economic Development Corporation, Planning and Zoning Commission, and Transportation Advisory Committee

Recommendation

Discussion Only. This item will be on your September 26th Regular Meeting for Consideration of Appointments

Discussion

In your packets please find the applicants for the Montgomery Economic Development Corp. vacancy, the Planning and Zoning Commission reappointment, and Transportation Advisory Committee appointments.

Also please find the respective charters/by-laws/enabling ordinance for these bodies.

Approved By		
		Date:
City Administrator	Gary Palmer	Date: September 20, 2023



City of Montgomery Application for Consideration of Appointment

Date of Application: 6/23/2023

Name of Board/Commission/Committee: MEDC

Name: Arnette Easley Voter Registration No. _____

Home Address: 15275 N Liberty St., Montgomery, TX 77356

Mailing Address: 15275 N. Liberty St., Montgomery, TX 77356

Phone Number: 936-718-7860 Email: arnetteasley@aol.com

Occupation: Self Employed Easley Enterprises Of TX Inc

Education: Montgomery High School

Related Experience/Community Service: Past member City of Montgomery P+Z Past Member MEDC Current Treasurer Montgomery County United (501c3 organization)

Areas of Interests Related to this Committee: vice President / Board Member

List Membership on any other Governmental Board/Commission/Committee: Current - Greater Lake Conroe Chamber of Commerce Board of Directors Past - Medc and City of Montgomery P+Z

Please provide a brief narrative outlining your reasons for seeking appointment to this Board/Commission.

Interested in helping to create job opportunities and commerce to the north side of town. Interested in bringing more companies to this area. Interested in improving infrastructure in this area

Arnette Easley
Signature

6/23/2023
Date

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City of Montgomery Texas Volunteer Application

Date: Aug 8, 2023

Name of Board/Commission/Committee: M.E.D.C.

Name: Kristin Gyldege

Home Address: 706 Caroline Montgomery, TX 77356

Mailing Address: Same

Phone Number: 832-236-5365 Email: kristietrostle@yahoo.com

Occupation: Realtor

Education: Certified in Google Analytics, Licensed Realtor

Related Experience/Community Service: I have been a small business owner for 25 years, including owning a business here in Montgomery.

Areas of Interests Related to this Committee: I want to help encourage new small businesses to come to Montgomery while maintaining the quaintness that makes it unique -

List Membership on any other Governmental Board/Commission/Committee: _____

Please provide a brief narrative outlining your reasons for seeking appointment to this Board/Commission.

Please See attached -

[Handwritten Signature]
Signature

Aug. 8, 2023
Date

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Application for MEDC Board of Directors;

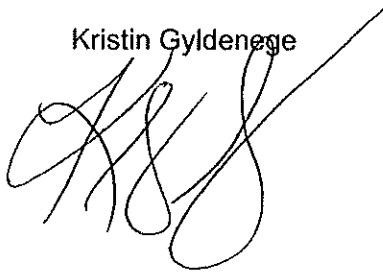
As a former small business owner in Montgomery, I fell in love with this quaint town from day one. Having owned small businesses for 25 years I was confident in my ability to run a business and moreover give people what they want and need. My business was met with adoration and the love I put into my products was met with equal love from the visitors through my doors every day. However, as a business owner I felt excluded, isolated and even bewildered by the politics of this amazing town. I felt welcomed by the citizens, never by the city. I never knew there were grants to help with the cost of improvements like signs and fencing etc....I never felt like the city wanted me here or appreciated what I brought to the town. I sold my business very early on, but vowed I would soon live here and try like hell to make that different for other business owners. I am now very familiar with all of them. I have listened to them. I see what this city can be. I want to maintain the quaint beauty and effervescent history of this great town. I want to help create an open and welcome environment for small business owners all while giving tourists a reason to venture here. I want to encourage families to come here and create memories, and always hold love in their hearts for this sweet town.

I never want anyone to spend their life savings to follow their dream only to be treated like an outsider.

I have some great ideas and I am so excited to offer not only my business expertise but my real estate knowledge to help this city grow....in the right ways.

Thank you for your consideration.

Kristin Gyldenega

A handwritten signature in black ink, appearing to be 'Kristin Gyldenega', written over a horizontal line.



City of Montgomery Texas Volunteer Application

Date: Aug 15, 2023

Name of Board/Commission/Committee: Montgomery Economic Development Corporation

Name: Cliff Mangano

Home Address: 25280 Moore Lane, Montgomery, Texas, 77356

Mailing Address: _____

Phone Number: 281 615 7010 Email: cliff.mangano@gmail.com

Occupation: Economist/Business consultant

Education: See attachment

Related Experience/Community Service: _____

See attachment. Over my carrer I have volunteered with the Special Olympics, BSA,

Chamber of Commerce/Saudi Arabia, International Fiscal Association, Tax Executive Inst.

Areas of Interests Related to this Committee: _____

Board Member

List Membership on any other Governmental Board/Commission/Committee: _____

n.a.

Please provide a brief narrative outlining your reasons for seeking appointment to this Board/Commission.

As a homeowner in the area in 2015 and as an economist, I have been observing Montgomery's growth with interest. Montgomery is a beautiful community with a unique place in Texas history. It is also surrounded by communities which are actively pursuing economic development opportunities as it accommodates the area's population growth. The reason I would like to be appointed to the MEDC Board is to bring my experience and understanding of economic development to the community so it can increase its taxbase while maintaining Montgomery's charm and history that makes the community a special place for its residents and visitors.

Signature

August 15, 2023
Date

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CLIFFORD A. MANGANO, PhD
25280 Moore Ln, Montgomery, TX 77356
(281) 615-7010
cliff.mangano@gmail.com

BRIEF QUALIFICATIONS STATEMENT FOR COOPERATIVE DIRECTOR POSITION

Cliff Mangano is a business executive and business economist with a 40+ year career in economic analysis, tax consultant and strategic planner. He has worked as an economist and pricing expert for private firms, government, and as a consultant at two Big-4 global accounting firms and in his own consulting firm. He performs economic, market and pricing analysis for some of the world's largest global firms. cliff started his career as economic development economist for City of St. Petersburg, Tampa Bay Regional Area Council, and the Navajo Nation before earning his PhD in Economics. Known as a self-starter who achieves long-term solutions by integrating operating, financial and value-chain drivers to integrate financial and operating goals to achieve a common value proposition. As the global subject matter expert for the energy industry and transfer pricing practice lead at two accounting firms, Cliff ran a multi-million-dollar practice specializing in internal pricing, valuation, and economic analysis. Most recently he is assisting startup companies to meet their long-term growth plans.

Dr. Mangano's practical knowledge is augmented by working as an Adjunct Professor bringing practical business experiences and knowledge to students. He has taught at various universities including the University of Houston and Southern Methodist University (SMU)m, where he teaches tax, energy economics, and public finance classes.

Over his career he served on several Board of Directors including the Dallas Treasury Credit Union (now Liberty One Credit Union), Tax Executive Institute (TEI) Houston Chapter and as vice-chair of TEI Institute's IRS Administrative Affairs Committee, and as Vice-President of Chapter for the U.S. Association for Energy Economists. He is frequently asked by industry and government groups to participate and chair tax and energy seminars including TEI and the proposed legislation. Cliff currently leads the TEI team at the IRS-TEI transfer pricing controversy task force of corporate and government professionals.

EDUCATION

- Ph. D., Economics, College of Engineering, The University of Arizona, Tucson, AZ
- Master of Arts, Business Economics, University of South Florida, Tampa, FL
- Bachelor of Arts, Business Administration, University of South Florida, Tampa, FL



City of Montgomery Application for Consideration of Appointment

Date of Application: _____

Name of Board/Commission/Committee: MEDC

Name: Juanita G. Simmons Voter Registration No. 1119285475

Home Address: 21910 Twin Creeks RD, Montgomery, TX 77316

Mailing Address: _____

Phone Number: 713-823-6869 Email: juanita@truthlp.com

Occupation: Retired - Oil & Gas Executive

Education: BS degree - Energy Resource Management and BS degree - Geology

Related Experience/Community Service: I have 40 years experience building an oil & gas marketing business from a small local company to a publicly-traded multi-state business. To succeed at this I had to develop and create trusted business relationships with a diverse group of customers. I also served on the Board of Directors of Adams Resources & Energy Inc, SBGSA, Houston Power Association, YO Landowners Association, Compassion International and The Impact Foundation.

Also my experience in accounting and legal/contractual matters would also be important assets. My resume' is attached.

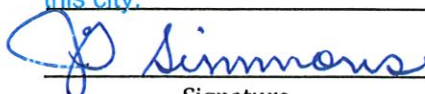
Areas of Interests Related to this Committee: I am interested in the future growth of the City of Montgomery and the citizens and business therein. This city should reflect a vibrant and thriving economy.

List Membership on any other Governmental Board/Commission/Committee: _____
Montgomery County Precinct 19 Republican Chair

Please provide a brief narrative outlining your reasons for seeking appointment to this Board/Commission.

I believe that every citizen should be willing to get involved in helping serve our communities, county, state and country. My education, job history, business experience & relationships would be valuable in helping The Montgomery Economic Development Corporation (Type B) reach it's goals to bring into the city new businesses that would provide jobs and tax revenue.

There is a lot to learn about the State of Texas rules for Economic Development Corporations but I am willing and able to investigate, research and learn everything I can about them and how they can help this city.


Signature

Date

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JUANITA G. SIMMONS

21910 Twin Creeks Rd | 713.823.6869 | juanita@truthlp.com

Education

BACHELOR OF SCIENCE – ENERGY RESOURCE MANAGEMENT | 1985 | LAMAR UNIVERSITY
BACHELOR OF SCIENCE – GEOLOGY | 1985 | LAMAR UNIVERSITY

Experience

FOUNDER & SENIOR PARTNER-RETIRED | CONROE | TRUTH RESOURCES LP | NOV 2004 – JAN 2021

- Co-founder of crude oil marketing company
- Responsible for business development and growth.
- Generation of new customers and markets, including Exxon, BP, Chevron, Shell and Valero.
- Secured and maintained exclusive contract with Lyondell Refinery for Lube Plant supply.
- Secured exclusive contract with Cross Refining for Lube Plant supply.
- Grew company to 14,000 barrels of crude oil per day with annual sales revenue of \$177,000,000.

EXECUTIVE VICE PRESIDENT | GULFMARK ENERGY INC. | HOUSTON | JULY 1995 – NOV 2004

- Subsidiary of Adams Resources & Energy (AE)
- Expanded company geographically from Texas Gulf Coast to seven states.
- Grew operations from four trucks to over two hundred trucks.
- Developed system to control and verify economics.
- Negotiated and secured growth through acquisitions.

PRESIDENT | ADA CRUDE OIL COMPANY | HOUSTON | SEPT 1991 – JULY 1995

- Subsidiary of Adams Resources & Energy (AE)
- Marketing Manager (1991)
- Crude Oil Buyer (1988)
- Accountant (1985)

MARKETING ANALYSIS | GARY OIL & GAS INC | BEAUMONT | SEPT 1980 – JULY 1985

MARKETING REPRESENTATIVE | ARMY & AIR FORCE EXCHANGE | ALASKA | SEPT 1975 – JULY 1979

Other Serving

Power in Community PAC (in organization process now)

Board of Directors – Adams Resources & Energy (AE) (Fortune 500 Public Company)-2000-2003

Business Women in Petroleum (Chairman) 1995 - 2002

Board of Directors - YO Landowners Association (Treasurer) 2005 – 2018

Board of Directors - Houston Power (Vice President) 2000 – 2005

Impact Foundation (Vice President) 1998 - 2005



City of Montgomery Texas Volunteer Application

Date: 08/27/2023

Name of Board/Commission/Committee: Planning & Zoning Commission

Name: Daniel Gazda

Home Address: 167 Harley Drive, Montgomery, TX, 77356

Mailing Address: 167 Harley Drive, Montgomery, TX, 77356

Phone Number: 832-778-9212 Email: daniel.jg.gazda@gmail.com

Occupation: Construction Project Manager

Education: Texas A&M - BS in Construction Science w/ a Minor in Urban Planning

Related Experience/Community Service: _____

1.5 years serving on the P&Z commission; 7 years in the construction industry; volunteer

experience with College Station's Historical Marker Program and Project HOLD

Areas of Interests Related to this Committee: I want to see improvements to our downtown area that

respect the history of Montgomery.

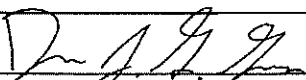
List Membership on any other Governmental Board/Commission/Committee: N/A

Please provide a brief narrative outlining your reasons for seeking appointment to this Board/Commission.

I am not originally from Montgomery, but have fallen in love with the town since

I moved my family here. I have appreciated the opportunity to play a small part in

shaping Montgomery's future. I hope to be able to continue to do so for another two years.


Signature

08.27.2023
Date

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City of Montgomery Texas Volunteer Application

Date: 9/13/2023

Name of Board/Commission/Committee: Transportation Advisory Committee

Name: Shawn Davis

Home Address: 15329 Liberty St. Montgomery, TX 77356

Mailing Address: same as home address

Phone Number: 832-545-4507 Email: shawntaviya@yahoo.com

Occupation: Assistant Director of Transportation, City of Conroe

Education: Masters Public Administration

Related Experience/Community Service: _____

Played a key role planning and implementing the City's public transit program
over the past 10 years.

Areas of Interests Related to this Committee: _____

Leveraging local funding for mobility initiatives related to area connectivity.

List Membership on any other Governmental Board/Commission/Committee: _____

Several Houston Galveston Area Council (HGAC) Committees; The Conroe/Woodlands Urbanized Mobility Committee

Please provide a brief narrative outlining your reasons for seeking appointment to this Board/Commission.

I have an interest in transportation/mobility projects.

Recently moved to Montgomery and was looking to be involved in local governance.

Hoping my experience and familiarity with the industry could be beneficial for Montgomery.

Signature

Date

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July 26, 2003

Councilman Stan Donaldson

Sdonaldson@ci.montgomery.tx.us

Councilman Donaldson,

Not sure if you remember me, but we met when you and your wife were campaigning by going door-to-door in our neighborhood. I live on Minero Lane. We discussed my background and some of the issues I saw within our city.

I saw today where the City of Montgomery is creating a transportation advisory committee. This is something I am very interested in being involved in. I feel I would be an asset to the community by bringing my extensive experience in construction and city government to the committee.

My construction experience involved numerous large commercial and residential projects. Integrating projects with existing streets and infrastructure.

I was involved in the incorporation effort to make Eastvale, California a city. Once Eastvale became a city, I served as Chairman of the Planning Committee and later City Council member and Mayor Pro Tem. In these capacities I served on the following committees: Interstate Exchange (involved various cities and municipal components to plan an overpass over Interstate 15), Finance Committee (served as Chairman), Parks & Recreation (served on the board with Jurupa Community Service District), Vector Control (multi city group), and various other groups.

During my time on the city council I participated in negotiations with Amazon for a distribution facility of over one million square feet. This project had extensive involvement with public works and local neighbors. I also worked closely on a regular basis with our Police Department and Fire Department concerning traffic congestion mitigation and other community issues.

Thank you in advance for your consideration of me as a member of the transportation advisory committee. I would be happy to discuss with you in detail my experience and knowledge for this position. Feel free to reach out to me at your convenience.

Sincerely,

William (Bill) Link

949-500-8412

12blink4@gmail.com

BYLAWS
OF
MONTGOMERY ECONOMIC DEVELOPMENT CORPORATION

These Bylaws govern the affairs of MONTGOMERY ECONOMIC DEVELOPMENT CORPORATION (the "Corporation"), a nonprofit corporation organized under Article 5190.6 V.T.C.S., the Development Corporation Act of 1979 (the "Act") and governed by Sec. 4B of the Act.

ARTICLE I

PURPOSES

General Purposes

1.01 The Corporation acts on behalf of the City of Montgomery, Texas in furtherance of the public purposes of the Act and may engage in any project authorized under Sec. 2(10) or Sec. 4B of the Act.

Powers

1.02 The Corporation has all the powers, both express and implied, granted to corporations governed by Sec. 4B of the Act.

ARTICLE II

OFFICES

Principal Office

2.01 The principal office of the corporation in the State of Texas is located at 101 Old Plantersville Road, Montgomery, Texas. The Board of Directors may provide for additional offices or change the location of any office.

Registered Office and Agent

2.02 The Corporation shall comply with the requirements of the Act and maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Corporation's principal office in Texas. The Board of Directors may change the registered office and the registered agent as provided in the Act.

ARTICLE III

BOARD OF DIRECTORS

Management of the Corporation

3.1 The affairs of the Corporation shall be managed by the Board of Directors.

Number, Qualifications and Tenure of Directors

3.2 The Board of Directors shall consist of seven members appointed by the City Council of the City of Montgomery, Texas, for staggered two year terms of office. At least three (3) directors shall be persons who are not employees, officers or members of the governing body of the City of Montgomery, Texas. Two (2) directors shall be members of the governing body of the City. The terms of four (4) directors shall begin on January 1 of each odd numbered year and expire on December 31 of the next following year. The terms of three (3) directors shall begin on January 1 of each even numbered year and expire on December 31 of the next following year. All directors of the Corporation shall be residents of the County of Montgomery with the majority being residents of the City of Montgomery.

Vacancies

3.3 A vacancy occurring upon the Board of Directors shall be filled for the unexpired term, as appointed by the City Council.

Annual Meeting

3.4 The annual meeting of the Board of Directors shall be held during January of each fiscal year. The Board of Directors shall designate the time and location of the annual meeting which shall be held in the principal offices of the corporation.

Regular Meetings

3.5 The Board of Directors may provide for regular meetings by resolution stating the time and place of such meetings. The meeting shall be held within the City of Montgomery, Texas, at the principal offices of the corporation or at such other location as the Board of Director may designate.

Special Meetings

3.6 Special meetings of the Board of Director may be called at the request of the president or any two directors. A person or persons calling the meeting shall fix the time and location of the meeting, which meeting shall be conducted within the City of Montgomery, Texas. The person or persons calling a special meeting shall notify the secretary of the Corporation of the information required to be included in the notice of the meeting. In addition to the posting of a meeting notice in accordance with these Bylaws, a copy of each such meeting notice shall be delivered to each director not less than seventy two hours before the time of the meeting. A meeting notice shall be deemed delivered to any director when deposited in the United States mail addressed to the director at his or her address as it appears on the records of

the Corporation. Such additional notice may be waived in writing by a director at any time either before or after the time of the meeting and such additional notice shall be deemed waived the attendance.

Notice of Meetings

3.7 The Board of Director shall be considered a "governmental body" within the meaning of Texas Government Code, Sec. 551.001, a notice of each meeting shall be given in accordance with the provisions of Texas Government Code, Chapter 551 (the Texas Open Meetings Act).

Quorum

3.8 Four (4) directors shall constitute a quorum for the transaction of business at any meeting of the Board of Director. The presence of a director may not be established by proxy. No business shall be conducted, nor shall any action be taken by the Board of Directors in the absence of a quorum.

Duties of Directors

3.9 Director shall exercise ordinary business judgment in managing the affairs of the Corporation. In acting in their official capacity as directors of the Corporation, director shall act in good faith and take actions they reasonably believe to be in the best interest of the Corporation and which are not unlawful and shall refrain from actions not in the best interest of the Corporation or which would be unlawful. A director shall not be liable if, in the exercise of ordinary care, the director acts in good faith relying of written financial and legal statements provided by an accountant or attorney retained by the Corporation.

Actions of Board of Directors

3.10 The Board of Directors shall try to act by consensus. However, the vote of a majority of directors present at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors.

Proxy Voting Prohibited

3.11 A director may not vote by proxy.

Removal of Directors

3.12 The Board of Directors and each member thereof serves at the pleasure of the City Council of the City of Montgomery, Texas, which may remove any director at any time, either with or without good cause.

Committees of Directors

3.13 The Board of Directors may by resolution establish one or more special or standing committees of its members. Such committees shall have the powers, duties and responsibilities established by the Board. The committees shall keep regular minutes of their meetings and report the same to the Board of Directors when required.

ARTICLE IV

OFFICERS

Officer Positions

4.1 The officers of the Corporation shall be a president, a vice president, a secretary, and a treasurer. The Board of Directors may create additional officers positions, define the authorities and duties of such additional positions and appoint persons to fill such positions. No person may hold more than one such office.

Elections and Terms of Officers

4.2 The officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting.

Removal of Officers

4.3 Any officer may be removed by the Board of Directors at any time, with or without good cause. The removal of an officer does not also result in the removal of such person as a director of the Corporation.

Vacancies

4.4 A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the officer's term.

President

4.5 The president shall be the chief executive officer of the Corporation. The president shall supervise and control all of the business and affairs of the Corporation. The president shall preside at all meetings of Board of Directors. When the execution of any contract or instrument shall have been authorized by the Board of Directors, the president shall execute same except where such power is expressly delegated to another officer of the Corporation. The president shall perform other duties prescribed by the Board of Directors and all duties incident to the office of president.

Vice president

4.6 When the president is absent, is unable to act, or refuses to act, the vice president shall perform the duties of the president. When acting in place of the president, the vice president shall have all the powers and duties as the president and be subject to all of the limitations and restrictions placed upon the president.

Secretary

4.7 The Secretary shall:

- a) Give all notices as provided in the bylaws or as required by law.
- b) Take minutes of the meeting of the board of Directors and keep the minutes as part of the corporate records.
- c) Maintain custody of the corporate records, authenticate corporate documents and affix the seal of the Corporation as required.
- d) Keep a register of the mailing address of each director and officer of the Corporation.
- e) Perform duties as assigned by the president or Board of Directors.
- f) Perform all duties incident to the office of secretary.

The Board of Directors may, at their discretion, assign to a member of the City of Montgomery staff the duties of assistant to the Secretary.

Treasurer

4.8 The Treasurer shall:

- a) Have charge and custody of and be responsible for all funds and securities of the Corporation.
- b) Receive and give receipts for moneys due and payable to the Corporation from any source.
- c) Deposit all moneys in the name of the Corporation in banks, trust companies, or other depositories as provided by these bylaws.
- d) Write checks and disburse funds to discharge obligations of the Corporation.
- e) Maintain the financial books and records of the corporation.
- f) Prepare financial reports at least annually.
- g) Perform other duties as assigned by the Board of Directors.
- h) Perform all duties incident to the office of treasurer.

The Board of Directors may, at their discretion, assign to a member of the City of Montgomery staff the duties of assistant to the Treasurer.

ARTICLE V

TRANSACTIONS OF THE CORPORATION

Contracts

5.1 The Board of Directors may authorize any officer or agents of the Corporation to enter into a contract or execute and deliver any instrument in the name of or on behalf of the Corporation. This authority may be limited to a specific contract or instrument or it may extend to any number and type of possible contracts and instruments.

Depository

5.2 The Board of Directors of the corporation shall designate a depository bank. All funds of the Corporation shall be deposited with the depository bank.

Potential Conflicts of Interest

5.3 The members of the Board of Directors are local public officials within the meaning of Texas Government Code Chapter 171. If a director has a substantial interest in a business entity or real property which is the subject of deliberation by the Board of Directors, the director shall file an affidavit with the secretary of the corporation stating the nature and extent of the interest. Such affidavit shall be filed prior to any vote or decision upon the matter by the Board of Directors, and the interested director shall abstain from any vote or decision upon the matter.

ARTICLE VI

BOOKS AND RECORDS

Required Books and Records

6.1 The Corporation shall keep correct and complete books and records of account. The Corporation's books and records shall include:

- a) A file endorsed copy of all documents filed with the Texas Secretary of State relating to the Corporation, including, but not limited to, the articles of incorporation, any articles of amendment, restated articles, articles of merger, articles of consolidation, and statement of change of registered office or agent.
- b) A copy of the bylaws, and any amended versions or amendments to the bylaws.
- c) Minutes of the proceedings of the Board of Directors.
- d) A list of names and addresses of the directors and officers of the Corporation.
- e) A financial statement showing the assets, liabilities, and net worth of the Corporation at the end of the three most recent fiscal years.
- f) A financial statement showing the income and expenses of the Corporation for the three most recent fiscal years.
- g) All rulings, letters, and other documents relating to the Corporation's federal, state and local tax status.
- h) The Corporation's federal, state and local information or income tax returns for each of the Corporation's three most recent tax years.

Records Open to Public

6.2 The Corporation shall be considered a "governmental body" within the meaning of Texas Government Code, Sec. 552.003 and all records of the corporation shall be made available to the public for inspection or reproduction in accordance with the requirements of Texas Government Code, Chapter 552 (The Texas Open Records Act.)

Audits

6.3 The City Council of the City of Montgomery, Texas may at any time require an independent audit of the Corporation's books to be conducted.

ARTICLE VII

FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of October and end on the last day of September.

ARTICLE VIII AMENDMENTS TO BYLAWS

The bylaws may be altered, amended or repealed by the Board of Directors with the consent of the City Council of the City of Montgomery, Texas.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Legal Authorities Governing Construction of Bylaws

9.1 The Bylaws shall be construed in accordance with the laws of the State of Texas. All references in the bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time. It is expressly provided that the provision of the Development Corporation Act of 1979 applicable to corporations governed under Sec. 4B of that Act are incorporated within these bylaws by reference. In the event of any conflict between the applicable provisions of such Act and these bylaws, then the applicable provisions of such Act shall control.

Legal Construction.

9.2 If any bylaw provision is held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision and the bylaws shall be construed as if the invalid, illegal or unenforceable provision had not been included in the bylaws.

Headings

9.3 The headings used in the bylaws are used for convenience and shall not be considered in construing the terms of the bylaws.

Seal

9.04 The Board of Directors may provide for a corporate seal. Such seal would consist of two concentric circles containing the words "Montgomery Economic Development Corporation" and "Texas" in one circle and the "Incorporated" together with the date of incorporation of the Corporation in the other circle.

Parties Bound

9.05 The bylaws shall be binding upon and incur to the benefit of the directors, officers and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors and assigns except as otherwise provided in the bylaws.


Effective Date

9.06 These bylaws, and any subsequent amendments hereto, shall be effective of and from the date upon which approval has been given both by the Board of Directors and the City Council of the City of Montgomery, Texas.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting secretary of the MONTGOMERY ECONOMIC DEVELOPMENT CORPORATION, and the foregoing Bylaws constitute the Bylaws of the Corporation. These Bylaws were duly amended and adopted at a meeting of the Board of Directors held on the 15th day of November 2021

Signed this 17th day of March 2022


Secretary of the Corporation

Montgomery Transportation Advisory Committee

ARTICLE I: NAME

The name of this body shall be the **Montgomery Transportation Advisory Committee** (herein called the “committee”).

ARTICLE II: PURPOSE

The committee is established with the primary mission of advising on all issues and/or projects related to mobility (traffic/pedestrian/mass) within the City of Montgomery. Issues/Tasks will be studied by the committee upon request of the City Council or City Administrator. The committee shall utilize their expertise, current best-practices in multi-modal transportation planning, and data to provide an analysis and recommendations back to the City Council and/or City Administrator.

ARTICLE III: COMMITTEE

Section I. Number, Qualifications, Term

The committee shall consist of five (5) members. One appointee should be a City Councilmember, one appointee should be the Police Chief or his/her designee, with the remaining appointees having an interest in the City of Montgomery (resident/business owner/outside agency partner/etc.) and a background that benefits the committee work (engineer, planner, developer). Members shall serve two-year terms and may be reappointed for additional terms. Members may hold committee membership until a successor is appointed. The City Administrator or his/her designee shall serve as an ex officio non-voting member of this committee and be responsible for providing support to the committee as resources allow.

Section II. Appointment to the Committee

When a committee seat is vacant, any City Councilmember may nominate a candidate for committee appointment. Nominees shall require a majority vote of the City Council to be appointed to the committee.

Section III. Committee Responsibilities:

- a. Act in a positive and civil manner at all times that reflects positively upon the City.
- b. Research and utilize best practices in local government transportation planning.
- c. Provide input on the transportation projects proposed in the annual Capital Improvement Plan (CIP).
- d. Provide recommendations on appointments to the committee.

Section IV. Attendance at Meetings

Members are expected to attend all scheduled meetings. Members may be removed from the committee for poor attendance by majority vote of the committee.

Section V. Disclosure of Interests

A committee member who has any interest in any matter before the committee shall disclose said interest to the committee.

Section VI. Removal

Committee members may be removed by majority vote of the City Council at any time with or without reason.

ARTICLE IV: OFFICERS**Section I. Officers**

The officers of the committee shall be a chairman, vice-chairman, and secretary.

Section II. Chairman

The Chairman may prepare agendas in collaboration with the City Administrator or his/her designee, preside at all meetings of the committee, call special meetings of the committee as needed, have the authority to cancel meetings of the committee, act as spokesperson for the committee, and appoint a sub-committee of the committee as needed.

Section III. Vice Chairman

In the absence of the Chairman, the Vice Chairman shall perform the duties of the Chairman.

Section IV. Secretary

The Secretary shall record and maintain accurate records and minutes of the proceedings of the committee.

Section V. Nomination and Election of Officers

Any member may nominate any other member of the committee to serve as an officer of the committee. Councilmembers appointed to the committee are not eligible. Officers of the committee shall be elected by majority vote of the committee.

Section VI. Terms of Officers

Officers of the committee shall serve a term of one (1) year commencing on June 1.

Section VII. Vacancies

A vacancy in office because of resignation, removal, or otherwise may be filled by majority vote of the committee for the unexpired portion of the term.

ARTICLE V: MEETINGS**Section I. Regular Meetings**

The committee shall meet at least quarterly or as needed with the location, time and date to be determined by the committee. The committee shall determine and publish the upcoming year's meeting schedule on or around June 1.

Section II. Quorum

A quorum shall consist of a majority of the voting members present upon calling of the roll at any meeting.

Section III. Length of Meetings

Committee meetings should not be more than two (2) consecutive hours in duration.

Section IV. Procedures

All meetings shall be held in accordance with the Texas Open Meetings Act.

ARTICLE VI: AMENDMENTS

This Charter may be amended at any time by the City Council.

- CODE OF ORDINANCES
Chapter 98 - ZONING
ARTICLE II. - ADMINISTRATION AND ENFORCEMENT
DIVISION 2. PLANNING AND ZONING COMMISSION

DIVISION 2. PLANNING AND ZONING COMMISSION¹

Sec. 98-49. Creation and purpose.

A planning and zoning commission is hereby created in order to accomplish the following purposes:

- (1) To identify community needs and to advise the city council of their short-range and long-range implications for the total development of the city;
- (2) To recommend achievable community goals as a basis for long-range planning and development programs;
- (3) To recommend plans, programs, and policies that will aid the entire community in achieving its defined goals;
- (4) To interpret the adopted plans and programs to concerned citizens so that private activities and desires may be accomplished in harmony with public needs and policies; and
- (5) To comply with the provisions of chapter 78 and this chapter concerning enforcement and application of the provisions of said chapters.

(Ord. No. 2014-03 , § 1, 5-20-2014)

Sec. 98-50. Membership and appointment.

The planning and zoning commission shall be composed of five qualified individuals. These individuals shall be residents of the city, and be registered to vote in city elections. The city council will consider for appointment to the commission only those persons who have demonstrated their civic interest, general knowledge of the community, independent judgment, interest in planning and zoning, and availability to prepare for and attend meetings. It is the intent of the city council that members shall, by reason of their diversity, constitute a commission, which is broadly representative of the community. For purposes of planning, the membership is encouraged to regularly include non-voting individuals, as may be appropriate, at their meetings to provide specific areas of expertise. Any member of the commission who has two consecutive absences without justification may be removed from the commission by the city council and the vacancy treated as an unexpired term. Any member of the commission may be removed for just cause upon recommendation from the chairperson of the commission and approval of the city council and the vacancy treated as an unexpired term.

(Ord. No. 2014-03 , § 1, 5-20-2014; Ord. No. 2020-12 , § 1, 10-13-2020)

Sec. 98-51. Terms of office.

The terms of three of the members shall expire on October 1 of each odd-numbered year and the terms of two members shall expire on October 1 of each even-numbered year. The members of the commission shall be identified by place numbers one through five. The odd-numbered places shall expire in the odd-numbered years;

¹State law reference(s)—Zoning commission, V.T.C.A., Local Government Code § 211.007 .

and the even-numbered places shall expire in the even-numbered years. Commission members may be appointed to succeed themselves. Vacancies shall be filled for unexpired terms, but no member shall be appointed for a term in excess of two years. Newly-appointed members shall be installed at the first regular commission meeting after their appointment.

(Ord. No. 2014-03 , § 1, 5-20-2014)

Sec. 98-52. Organization.

The commission shall, in each October, elect a chairperson and vice-chairperson from among its members before proceeding to any other matters of business. The commission shall elect a secretary and such other officers, as it deems necessary, either from its membership or from staff representatives assigned by the mayor of the city to work with the commission. The commission shall meet regularly and shall designate the time and place of its meetings. The commission shall conduct meetings, adopt its own rules of procedure and keep a record of its proceedings consistent with the provisions of this article and the requirements of law.

(Ord. No. 2014-03 , § 1, 5-20-2014)

Sec. 98-53. Duties and powers.

The planning and zoning commission is hereby charged with the duty and invested with the authority to:

- (1) Inspect property and premises at reasonable hours where required in the discharge of its responsibilities under state and city laws.
- (2) Formulate and recommend to the city council for its adoption a comprehensive plan for the orderly growth and development of the city and its environs, and from time to time recommend such changes in the plan as it finds will facilitate the movement of people and goods, and the health, recreation, safety, and general welfare of the citizens of the city.
- (3) Make recommendations to the city council relating to the creation, amendment, and implementation of zoning regulations and districts as provided in Vernon's Texas Code Annotated, as amended, authorizing cities to pass regulations. All powers granted under said statutes are specifically adopted and made a part hereof.
- (4) Exercise all powers of a commission as to approval or disapproval of plans, plats, or re-plats and vacations of plans, plats or re-plats as set out in Vernon's Texas Code Annotated and/or chapter 78.
- (5) Study and recommend on the location, extension and planning of public rights-of-way, parks or other public places, and on the vacating or closing of same.
- (6) Study and make recommendations concerning the capital improvements program, including the construction of public buildings, bridges, viaducts, street fixtures and other structures and appurtenances. Study and recommend on the design or alteration and on the location or relocation of works of art, which are, or may become, the property of the city.
- (7) Initiate, in the name of the city, for consideration at public hearings, all proposals:
 - a. For the opening, vacating or closing of public rights-of-way, parks or other public places;
 - b. For the original zoning of annexed areas; and
 - c. For the change of zoning district boundaries on an area-wide basis. No fee shall be required for the filing of any such proposal in the name of the city.

-
- (8) Formulate and recommend to the city council for its adoption policies and regulations consistent with the adopted comprehensive plan governing the location and/or operation of utilities, public facilities and services owned or under the control of the city.
 - (9) Review and make recommendations concerning the annexation of land into the city.
 - (10) Keep itself informed with references to the progress of city planning in the United States and other countries, and recommend improvements in the adopted plans of the city.
 - (11) Submit each month a progress report to the city council summarizing its activities, major accomplishments, and a proposed work program. The report shall also contain the attendance record of all members and the identity of commission officers.
 - (12) Develop a working knowledge of applicable regulations governing the execution of the duties of the commission, and perform these duties in a fair, honest and consistent manner.
 - (13) Administer and enforce this chapter.

(Ord. No. 2014-03 , § 1, 5-20-2014)

Sec. 98-54. Meeting and quorum.

- (a) A quorum shall be a majority of the members of the commission.
- (b) A motion may be made by any member other than the presiding officer.
- (c) A motion to approve any matter before the commission or to recommend approval of any request requiring city council action shall require a majority of favorable votes of the members present, provided a quorum is present.

(Ord. No. 2014-03 , § 1, 5-20-2014)

Sec. 98-55. Disqualification from voting.

- (a) A member shall disqualify himself from voting whenever he finds that he has a personal or monetary interest in the property under appeal, or that he will be directly affected by the decision of the commission.
- (b) A member may disqualify himself from voting whenever any applicant, or his agent, has sought to influence the vote of the member on his application, other than in the public hearing.

(Ord. No. 2014-03 , § 1, 5-20-2014)

Secs. 98-56—98-83. Reserved.



September 20, 2023

To: Mayor and City Council
 From: Gary Palmer, City Administrator
 Subject: FY24 Budget Workshop #6 September 25, 2024 @5pm

Within your workshop packet please find the updated draft FY24 Operating Budget (all funds except CIP), City Compensation Policy, Current CPI Chart and six-year salary-increase history.

At your last workshop on September 19, 2023, the following major line items were removed from the September 19th draft budget. The allocated funding will be directed into the FY24 General Fund, Fund Balance:

- All employee salary increases (Cost of Living Allowance COLA *and* merit/performance-based increases)
- Finance Tech Position
- Public Works Coordinator Position and Vehicle

Employee Salary Increases

Within your workshop packets please find a timeline of salary increases over the past 5 years and the Compensation section of our adopted Policies and Procedures Manual. The policy outlines COLA increases *and* merit/performance-based increases. COLA increases are based off of the published Consumer Price Index (see enclosed CPI report). I recommend we discuss this item again and any alternatives.

Proposed New Positions

We will bring back these proposed positions with a budget amendment when we have the data to support the need.

Tomorrow Night's Meeting/Budget Approval

Let's draft a motion this evening reflecting all changes from the posted "proposed budget" and we will have an updated approvable clean budget at the meeting tomorrow at your seats and uploaded.

CITY OF MONTGOMERY POLICIES & PROCEDURES MANUAL

III. COMPENSATION		Reference Number	3-07
Subject	<i>Compensation Plan</i>	Last Revised	Feb 23, 2009

STATEMENT OF POLICY:

The purpose of the Compensation Plan is to ensure that the City is able to attract, retain and motivate Employees through a compensation plan that is fair, representative of ability and performance, and promotes the City's goals and overall vision.

Applicability

This policy is applicable for all Employees of the City of Montgomery as indicated with respect to performance, employment status, and job classification. The policy is generally applicable for the position of City Administrator with the understanding that the City Council must approve any changes in the base salary, job description and working conditions of the City Administrator.

Objectives

This policy has the following objectives:

- To ensure that Employees of the City of Montgomery have a fair and equitable compensation plan
- To comply with Federal, State, and Local regulations
- To allow for a compensation plan that is fiscally sound and cost-effective
- To provide a pay plan that the City can easily administer and maintain
- To provide a compensation system that provides incentives and recognition consistent with City goals and values
- To establish a pay for performance system to aid in retaining and rewarding quality Employees

Provisions

Pay Plan: The City of Montgomery hereby adopts a pay plan that is based on salary grades, job descriptions, and uniform evaluations. The City Administrator is authorized to administer the plan and to make interpretations of this plan where specific instructions are not provided. City Council will approve the annual personnel budget, which reflects this plan.

Budget: City Council will approve personnel expenditures during the budget process along with a classification system. Operational changes may allow for the City Administrator to authorize different positions within the adopted personnel budget, but any Staffing changes that will result in higher personnel costs must be brought to City Council for approval via a budget amendment.

Starting Pay: Starting pay for positions will depend upon relevant education and experience. It is expected that the starting pay will fall somewhere between the Minimum and the Min-to-Mid point of the relevant pay range. A Department Director may recommend hiring an applicant at a salary above minimum based upon factors including but not limited to education, related experience, exceeding minimum qualifications, market factors, City needs, and business necessity. Recommendations for salaries above the minimum salary must be approved by the City Administrator (or designee) prior to extending a job offer to an applicant. The following guidelines apply to all job offers:

Starting Pay Rate	Required Approval Before Job Offer
Minimum rate for pay grade, up to 10% over minimum	Department Director
Over 10% of minimum of pay grade	Department Director & City Administrator
Police on Step Plan	According to Step Plan

CITY OF MONTGOMERY POLICIES & PROCEDURES MANUAL

Job Description: The City will maintain an approved job description for each budgeted/established position. These job descriptions will be the basis for evaluations and will be reviewed as needed. The City Administrator (or designee) will have final approval over all job descriptions, except that the City Council will approve any changes to the job description of the City Administrator and City Attorney.

Certification Pay: Certain Employees are eligible for extra pay based on certifications and or degrees earned. The amount(s) of extra pay received are based on the highest eligible level attained in each applicable category. This is awarded as a separate stipend that is separate from the Employee's regular rate of pay. The City Administrator has the final authority for approving or disapproving Departmental certification programs.

Longevity Pay: The City values retaining good Employees. As a result, the City will pay \$400 per month for each full year of continuous service. Longevity pay will be paid the first paycheck of December as a lump sum for service earned through the end of the current calendar year. This policy applies to all Regular Full-Time Employees only who have completed 1 year of consecutive regular Full-Time employment with the City. This policy does not apply to Part-Time, Temporary and Seasonal Employees. Service time used for purposes of calculating longevity pay will be capped at 20 years.

1. Non-uniformed Employees will receive longevity pay after the completion of 1 year of consecutive regular Full-Time employment; retroactive to the first month of employment.
2. Uniformed Police Personnel will receive longevity pay on a monthly basis based on the number of months of service.

Terminating Employees will receive payment for any accrued longevity pay on a pro-rata basis for the number of months worked during the year in which they terminate.

Evaluations: All formal Employee evaluations will be conducted using standard evaluation forms approved by the City Administrator. The direct Supervisor of the Employee will conduct the evaluation with final approval given by the appropriate Department Director. The City Administrator will be responsible for completing the evaluations of appropriate subordinates.

Evaluations will be conducted on an annual basis at a time designated by the City Administrator. Additional evaluations may be administered on an as-needed basis. The resulting score of an annual evaluation will determine the appropriate level of a pay increase, if any. An evaluation score that merits a rating of "Unsatisfactory" or "Improvement Required" will require the Supervisor to schedule a follow-up review within three months to monitor the progress of the Employee.

The performance evaluation process is intended to accomplish the following:

- a. To enhance individual Employee performance and ensure effective City operations.
- b. To promote and support performance/behavior.
- c. To document formal and informal performance discussions held with Employees throughout the review period.
- d. To document performance areas in which Employees do well and those areas that require improvement.
- e. To link Employee performance to merit increase considerations.

Each Supervisor is responsible for setting and communicating clear performance standards for his/her Employees at the beginning of, and throughout, the review period. In evaluating Employees, Supervisors shall consider factors such as the experience and training of the Employee, the job description, and the Employee's attainment of previously set goals and objectives.

If an Employee is not meeting expectations, a Performance Improvement Plan may be developed with the Employee in accordance with appropriate City policies.

If an Employee disagrees with a performance evaluation, they may include their own statement to be included in the personnel file. Performance evaluation results and any related pay increases will not be appealed.

CITY OF MONTGOMERY POLICIES & PROCEDURES MANUAL

Pay for Performance: This manner of tying performance to pay is called "Pay for Performance." Each Department has its own Pay for Performance evaluation criteria for each specific position and function. The City uses Employee performance evaluations to provide a process by which job performance is periodically and regularly appraised for purposes of development, to note areas for improvement, counseling, to establish performance improvement goals, and to support pay decisions. This process enables the City to maintain a high standard of professionalism with competent, well-trained Employees.

Annual Merit Increases: The annual budget will include an amount that may be granted to an Employee as a performance incentive. When an evaluation determines that a merit pay increase is appropriate, the Employee's overall rating will determine the percentage increase for which the Employee is eligible. Any Employee hired after February 26, 2008, must complete one full year of service in order to be eligible to receive a merit increase. Merit increases will be effective on January 1 of each year. The Employee's Department Director does have some discretion within the respective ranges. The chart below is an example of how a merit pay increase will be calculated:

Overall Evaluation Rating	Evaluation Score	Percentage Increase
Superior	50-55	5%
Above Expectations	40-49	4%
Meets Expectations	30-39	3%
Below Expectations	20-29	No Pay Increase
Unsatisfactory	10-19	No Pay Increase

Evaluation Procedure: Supervisors complete evaluations on subordinate Employees. A member of the "Management Team" from the respective Department must review and approve evaluations prior to review with the Employee. If the Employee's overall rating is below expectations or unsatisfactory, a Performance Improvement Plan must be completed by the Supervisor and reviewed by the Management Team Member, the Department Director, and the City's Human Resources Official prior to review with the Employee. If the Employee's overall rating meets expectations, is above expectations, or is superior, the evaluation and an appropriate form are required to be completed and sent to the City's Human Resources Official for processing. Merit pay increases will be administered in accordance with this and other applicable policies and the current budget.

The City Administrator has the final approval on all merit increase amounts.

Uniformed Police Pay: Pay for police will be according to the respective Step Plans.

Promotions: An Employee receiving a promotion will not receive a decrease in pay. The minimum raise for an Employee receiving a promotion should be the minimum of the new pay grade or a 10% increase over the current salary, whichever is greater. The only exception to this rule will be if the Employee receiving the promotion and subsequent raise would have a salary that exceeds the maximum of the position's pay range. In this case, the City Administrator will make the final determination of salary/compensation issues. A promotion is defined as moving from a position within the City organization to a position that is assigned a higher pay grade. The promoted Employee's first annual review will be one year from the date of promotion; thereafter, performance evaluations will occur such that adjustments in pay, if any, are effective as of January 1.

Uniformed Police: If the promotion, by definition, is to a position in a Step Plan in the Police Department, the pay may not result in an increase, but rather the Employee will start at the beginning step of the respective step plan unless otherwise placed in a higher step of that step plan based on experience and/or knowledge applicable to the job position.

Lateral Transfers: Lateral transfers can be the result of Departmental reorganization or may be at the request of the Employee or the City. When an Employee moves into a new position within the same or different Department

CITY OF MONTGOMERY POLICIES & PROCEDURES MANUAL

that is the same pay grade, there is no salary increase or decrease and the Employee will remain on the schedule for further pay increases.

Demotions: In accordance with budgetary, performance, and/or Staffing issues, demotions and/or reductions in salary may occur. In the event a demotion occurs, the Employee (who must meet the requirements of the lower position) shall be employed at the Employee's current rate of pay or the maximum salary for the lower position, whichever is lower. In the case of a voluntary demotion, the Employee's rate of pay will be adjusted so as not to create internal equity issues in the new position.

Reductions in Salary: In accordance with the documented diminished value of an Employee's service, an Employee's salary may be reduced. The Employee's salary may not be reduced below the minimum of the pay grade of the position.

Lump Sum Adjustments: Over the course of an Employee's tenure with the City, there may be times when it is appropriate for the Employee to receive a one-time lump-sum salary adjustment. Specific reasons for such adjustments must be documented and follow any applicable Laws and/or Statutes. These adjustments may also be given to Employees who have reached the maximum pay of their respective pay grade in lieu of a raise. All lump-sum adjustments will be made within the established personnel budget adopted by Council. If such an adjustment causes the personnel budget to be exceeded, then Council's prior approval must be received.

Cost of Living Adjustments: The Pay Grades and Salaries schedule may be adjusted automatically in October of each year in accordance with the change in the Consumer Price Index—All Urban Consumers, U.S. City Average for All Items as published by the U.S. Bureau of Labor Statistics. No Employees will see a direct increase from this automatic adjustment unless their current salary is below the minimum of the position's new respective pay grade.

The City Administrator may request that City Council authorize a general cost of living adjustment (COLA) to offset the effects of inflation on City Employee salaries. If granted, the adjustment will be applied to the salary ranges and step plans for all City Employees.

Other Salary Adjustments: This policy recognizes that other pay adjustments may be necessary at times to address issues of internal equity, competitive market forces or other relevant factors. The City Administrator and/or the City's Human Resources Official will meet as needed to consider such adjustments. The City Administrator (or designee) can authorize other salary adjustments as long as the total approved City personnel budget is not exceeded. If it is projected that such increases will cause the budget to be exceeded, then City Council will be consulted for approval.

Salary Schedules and Step Plans: The current salary schedule (pay plan) for general Employees and the step plans for police are available from Supervisors and the City's Human Resources Official.

Approvals Required: Any changes to Employee pay and/or classifications must be submitted on the appropriate form and approved by the Department Director, City Administrator and/or the City's Human Resources Official.

The City of Montgomery is an at-will employer. This policy, in whole or in part, does not constitute a contract and is not intended to alter the City's status as an at-will employer.



Bureau of Labor Statistics > Geographic Information > Mid-Atlantic > Table

Mid-Atlantic Information Office

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Consumer Price Index Historical Tables for U.S. City Average

CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS (CPI-U) (not seasonally adjusted)

ALL ITEMS (1982-84=100)	U.S. City Average											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Consumer Price Index												
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.310	276.589	277.948	278.802
2022	281.148	283.716	287.504	289.109	292.296	296.311	296.276	296.171	296.808	298.012	297.711	296.797
2023	299.170	300.840	301.836	303.363	304.127	305.109	305.691	307.026				
Percent change from 12 months ago												
2013	1.6	2.0	1.5	1.1	1.4	1.8	2.0	1.5	1.2	1.0	1.2	1.5
2014	1.6	1.1	1.5	2.0	2.1	2.1	2.0	1.7	1.7	1.7	1.3	0.8
2015	-0.1	0.0	-0.1	-0.2	0.0	0.1	0.2	0.2	0.0	0.2	0.5	0.7
2016	1.4	1.0	0.9	1.1	1.0	1.0	0.8	1.1	1.5	1.6	1.7	2.1
2017	2.5	2.7	2.4	2.2	1.9	1.6	1.7	1.9	2.2	2.0	2.2	2.1
2018	2.1	2.2	2.4	2.5	2.8	2.9	2.9	2.7	2.3	2.5	2.2	1.9
2019	1.6	1.5	1.9	2.0	1.8	1.6	1.8	1.7	1.7	1.8	2.1	2.3
2020	2.5	2.3	1.5	0.3	0.1	0.6	1.0	1.3	1.4	1.2	1.2	1.4
2021	1.4	1.7	2.6	4.2	5.0	5.4	5.4	5.3	5.4	6.2	6.8	7.0
2022	7.5	7.9	8.5	8.3	8.6	9.1	8.5	8.3	8.2	7.7	7.1	6.5
2023	6.4	6.0	5.0	4.9	4.0	3.0	3.2	3.7				

CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS AND CLERICAL WORKERS (CPI-W) (not seasonally adjusted)

ALL ITEMS (1982-84=100)	U.S. City Average											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Consumer Price Index												
2013	226.520	228.677	229.323	228.949	229.399	230.002	230.084	230.359	230.537	229.735	229.133	229.174
2014	230.040	230.871	232.560	233.443	234.216	234.702	234.525	234.030	234.170	233.229	231.551	229.909
2015	228.294	229.421	231.055	231.520	232.908	233.804	233.806	233.366	232.661	232.373	231.721	230.791
2016	231.061	230.972	232.209	233.438	234.436	235.289	234.771	234.904	235.495	235.732	235.215	235.390
2017	236.854	237.477	237.656	238.432	238.609	238.813	238.617	239.448	240.939	240.573	240.666	240.526
2018	241.919	242.988	243.463	244.607	245.770	246.196	246.155	246.336	246.565	247.038	245.933	244.786
2019	245.133	246.218	247.768	249.332	249.871	249.747	250.236	250.112	250.251	250.894	250.644	250.452
2020	251.361	251.935	251.375	249.515	249.521	251.054	252.636	253.597	254.004	254.076	253.826	254.081
2021	255.296	256.843	258.935	261.237	263.612	266.412	267.789	268.387	269.086	271.552	273.042	273.925
2022	276.296	278.943	283.176	284.575	288.022	292.542	292.219	291.629	291.854	293.003	292.495	291.051
2023	293.565	295.057	296.021	297.730	298.382	299.394	299.899	301.551				
Percent change from 12 months ago												
2013	1.5	1.9	1.3	0.9	1.2	1.8	2.0	1.5	1.0	0.8	1.1	1.5
2014	1.6	1.0	1.4	2.0	2.1	2.0	1.9	1.6	1.6	1.5	1.1	0.3

ALL ITEMS (1982-84=100)	U.S. City Average											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	-0.8	-0.6	-0.6	-0.8	-0.6	-0.4	-0.3	-0.3	-0.6	-0.4	0.1	0.4
2016	1.2	0.7	0.5	0.8	0.7	0.6	0.4	0.7	1.2	1.4	1.5	2.0
2017	2.5	2.8	2.3	2.1	1.8	1.5	1.6	1.9	2.3	2.1	2.3	2.2
2018	2.1	2.3	2.4	2.6	3.0	3.1	3.2	2.9	2.3	2.7	2.2	1.8
2019	1.3	1.3	1.8	1.9	1.7	1.4	1.7	1.5	1.5	1.6	1.9	2.3
2020	2.5	2.3	1.5	0.1	-0.1	0.5	1.0	1.4	1.5	1.3	1.3	1.4
2021	1.6	1.9	3.0	4.7	5.6	6.1	6.0	5.8	5.9	6.9	7.6	7.8
2022	8.2	8.6	9.4	8.9	9.3	9.8	9.1	8.7	8.5	7.9	7.1	6.3
2023	6.3	5.8	4.5	4.6	3.6	2.3	2.6	3.4				

U.S. BUREAU OF LABOR STATISTICS Mid-Atlantic Information Office 1835 Market Street Suite 1946 Philadelphia, PA 19103

Telephone:1-215-597-DATA (or 3282) www.bls.gov/regions/mid-atlantic [Contact Mid-Atlantic Region](#)



September 22, 2023

City of Montgomery Employee Wage Adjustments Timeline

January 2023 – 6.6% overall wage increase to all city staff

April 2022 – 5.5% COLA for all staff

January 2022 – 3% COLA for all staff / up to 3% merit increase

January 2021 – Up to 5% merit increase

January 2020 – Up to 5% merit increase

October 2018 – Up to 6% merit increase

October 2017 – Up to 2% merit increase

October 2016 – 1.5% COLA for all staff (*merit amount unknown)

City of Montgomery



FY 2023-2024 ***Proposed Annual Operating Budget***

Notice

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$107,916 OR 5.87%, AND OF THAT AMOUNT, \$70,042 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

Proposed Budget Filed with City Secretary on August 16, 2023, at 5:00 p.m.

Changes Since Posting of Proposed Budget

<u>Account</u>	<u>Description</u>	<u>Amount in Posted Proposed</u>	<u>Action</u>		<u>Final Proposed Amount</u>	<u>Percent Change</u>
			<u>Increase</u>	<u>Decrease</u>		
<u>General Fund</u>						
100-00-14030-00000	Taxes & Franchise Fees - Ad Valorem Tax	\$1,400,000	\$14,900		\$1,414,900	1.06%
100-10-16002-0000000	Health Insurance	\$94,930		\$9,786	\$85,144	-10.31%
100-10-16004-0000000	Workers Comp	\$1,851		\$162	\$1,689	-8.75%
100-10-16008-0000000	Payroll Taxes	\$56,361		\$6,588	\$49,773	-11.69%
100-10-16009-0000000	Wages	\$713,993		\$86,127	\$627,866	-12.06%
100-10-16012-0000000	Retirement Expense	\$73,613		\$8,871	\$64,742	-12.05%
100-10-16202-0000000	General Consultant Fees	\$115,000	\$10,000		\$125,000	8.70%
100-10-16701-0000000	Insurance - Liability	\$7,800		\$5,945	\$1,855	-76.22%
100-10-16702-0000000	Insurance - Property	\$6,534		\$3,955	\$2,579	-60.53%
100-10-17006-0000000	Transfer to Surplus	\$0	\$266,168		\$266,168	
100-11-16004-0000000	Workers Comp	\$45,365		\$13,502	\$31,863	-29.76%
100-11-16008-0000000	Payroll Taxes	\$107,566		\$3,722	\$103,844	-3.46%
100-11-16009-0000000	Wages	\$1,346,091		\$48,654	\$1,297,437	-3.61%
100-11-16012-0000000	Retirement Expense	\$144,827		\$5,011	\$139,816	-3.46%
100-11-16701-0000000	Insurance - Liability	\$20,945	\$4,410		\$25,355	21.06%
100-11-16702-0000000	Insurance - Property	\$6,859	\$3,147		\$10,006	45.88%
100-12-16004-0000000	Workers Comp	\$4,691		\$865	\$3,826	-18.44%
100-12-16008-0000000	Payroll Taxes	\$16,974		\$2,839	\$14,135	-16.73%
100-12-16009-0000000	Wages	\$216,387		\$37,121	\$179,266	-17.15%
100-12-16012-0000000	Retirement Expense	\$20,225		\$3,823	\$16,402	-18.90%

<u>Account</u>	<u>Description</u>	<u>Amount in Posted Proposed</u>	<u>Action</u>		<u>Final Proposed Amount</u>	<u>Percent Change</u>
			<u>Increase</u>	<u>Decrease</u>		
100-12-16701-0000000	Insurance - Liability	\$2,100	\$2,594		\$4,694	123.52%
100-12-16702-0000000	Insurance - Property	\$1,250	\$177		\$1,427	14.16%
100-12-16925-0000000	Capital Outlay - Vehicles	\$30,000		\$30,000	\$0	-100.00%
100-13-16004-0000000	Workers Comp	\$440	\$398		\$838	90.45%
100-13-16008-0000000	Payroll Taxes	\$13,155		\$469	\$12,686	-3.57%
100-13-16009-0000000	Wages	\$169,556		\$6,129	\$163,427	-3.61%
100-13-16012-0000000	Retirement Expense	\$17,711		\$631	\$17,080	-3.56%
100-13-16701-0000000	Insurance - Liability	\$60	\$1,795		\$1,855	2991.67%
100-13-16702-0000000	Insurance - Property	\$1,300	\$1,279		\$2,579	98.38%
Water & Sewer Fund						
300-00-34110-0000000	Water Revenue	\$879,000	\$2,000		\$881,000	0.23%
300-00-34160-0000000	Sewer Revenue	\$851,000	\$2,000		\$853,000	0.24%
300-30-36102-0000000	Health Insurance	\$87,801		\$4,893	\$82,908	-5.57%
300-30-36104-0000000	Workers Comp	\$8,603		\$1,856	\$6,747	-21.57%
300-30-36108-0000000	Retirement Expense	\$47,134		\$4,701	\$42,433	-9.97%
300-30-36110-0000000	Payroll Taxes	\$35,007		\$3,491	\$31,516	-9.97%
300-30-36111-0000000	Wages	\$437,701		\$31,227	\$406,474	-7.13%
300-30-36604-0000000	Water & Sewer Items	\$10,000		\$292	\$9,708	-2.92%
300-30-36701-0000000	Liability Insurance	\$3,450	\$1,244		\$4,694	36.06%
300-30-36702-0000000	Property Insurance	\$39,555	\$6,122		\$45,677	15.48%
300-30-36902-0000000	Capital Outlay - Vehicles	\$30,000		\$30,000	\$0	-100.00%
300-30-37206-0000000	Transfer to Surplus	\$0	\$74,312		\$74,312	

<u>Account</u>	<u>Description</u>	<u>Amount in Posted Proposed</u>	<u>Action</u>		<u>Final Proposed Amount</u>	<u>Percent Change</u>
			<u>Increase</u>	<u>Decrease</u>		
Debt Service						
500-00-54110-0000000	Ad Valorem Taxes	\$475,000		\$3,153	\$471,847	-0.66%
MEDC						
400-40-46103-0000000	Public Infrastructure - Downtown Dev. Imp.	\$29,000	\$61,000		\$90,000	210.34%
400-40-46303-0000000	Quality of Life - Events	\$174,200		\$61,000	\$113,200	-35.02%

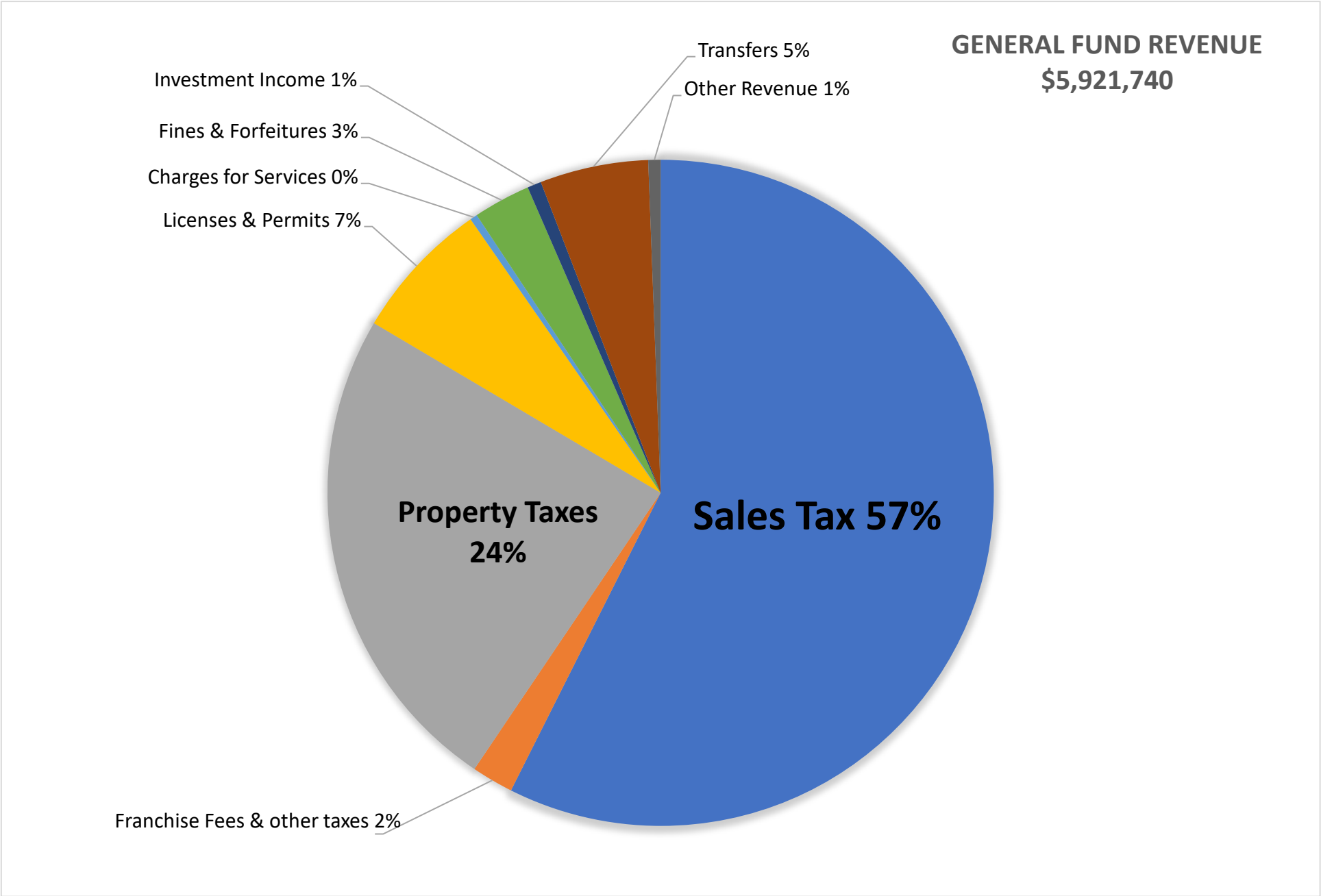


City of Montgomery, TX

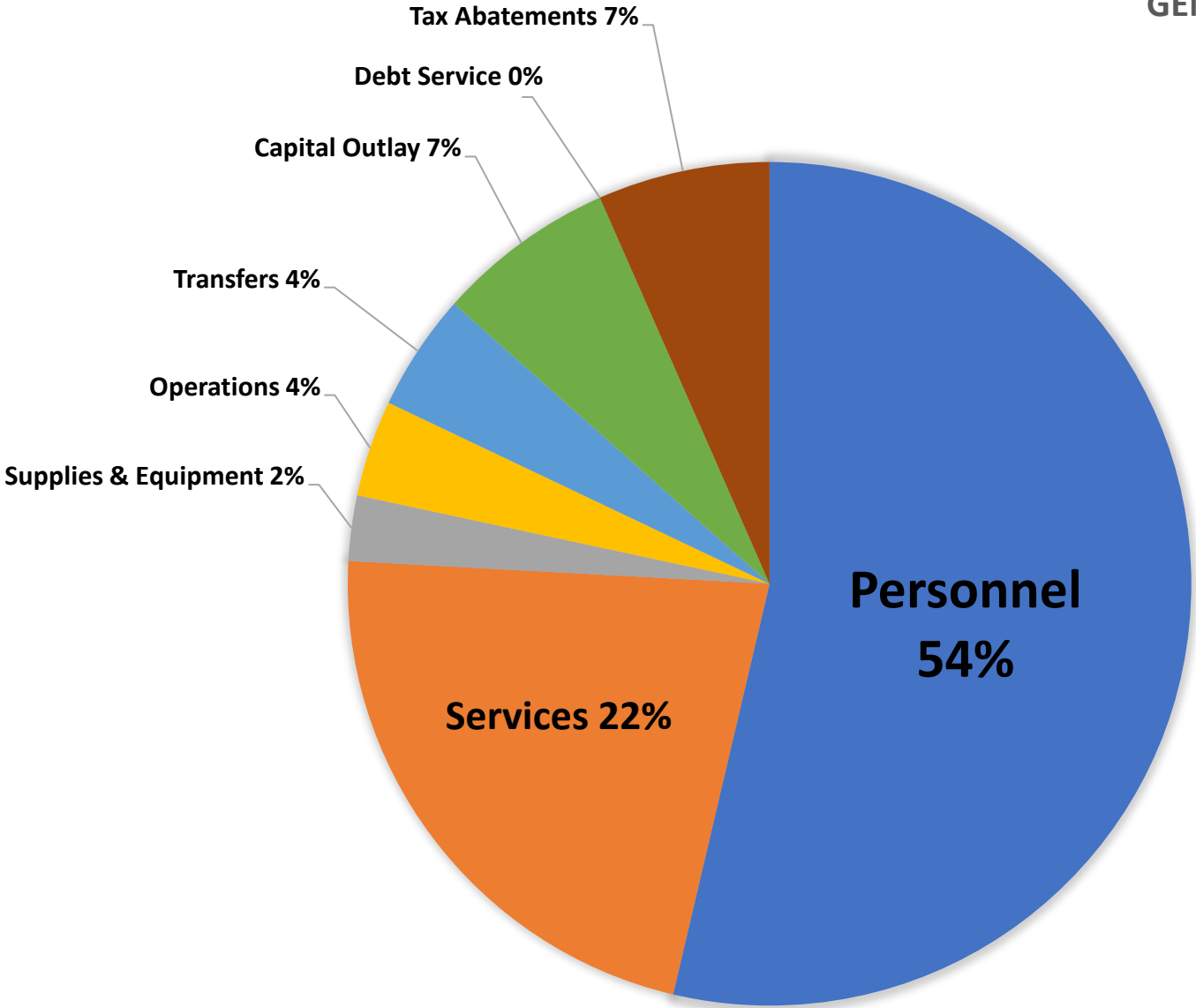
Budget Worksheet Group Summary

For Fiscal: 2022-2023 Period Ending: 06/30/2023

Departmen...	2020-2021		2021-2022		2022-2023		Defined Budgets	
	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2023-2024	2023-2024
Fund: 100 - General Fund								
00 - Revenue	0.00	5,240,690.13	5,366,930.00	5,685,892.47	5,857,792.00	4,620,261.62	5,921,740.00	
10 - Administration	0.00	2,166,530.75	1,965,035.00	1,638,428.49	1,698,727.00	850,425.50	2,229,383.00	
11 - Police	0.00	1,626,782.11	1,863,262.00	2,201,088.18	2,286,002.00	1,453,273.08	2,516,971.00	
12 - Public Works	0.00	742,016.53	1,077,961.00	1,023,929.73	1,401,413.00	589,092.29	860,461.00	
13 - Court	0.00	412,841.43	497,516.00	412,020.32	517,392.00	272,638.97	314,925.00	
17 - Non-Dept	0.00	0.00	0.00	0.00	0.00	-6,124.92	0.00	
Total Revenues	0.00	5,240,690.13	5,366,930.00	5,685,892.47	5,857,792.00	4,620,261.62	5,921,740.00	
Total Expenses	0.00	4,948,170.82	5,403,774.00	5,275,466.72	5,903,534.00	3,159,304.92	5,921,740.00	
Fund: 100 - General Fund Surplus (Deficit):	0.00	292,519.31	-36,844.00	410,425.75	-45,742.00	1,460,956.70	0.00	
Report Surplus (Deficit):	0.00	292,519.31	-36,844.00	410,425.75	-45,742.00	1,460,956.70	0.00	



GENERAL FUND EXPENSES
\$5,921,740



DESCRIPTION		2020-2021	2021-2022	2021-2022	2022-2023	2022-2023	2023-2024	Percent
		Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity as of 6/30/23	PROPOSED FINAL	Change FY24/FY23
Fund: 100 - General Fund								
REVENUE								
100-00-14010-0000000	Beverage Tax	26,297	31,000	26,868	30,000	12,870	25,000	-17%
100-00-14020-0000000	Franchise Tax	91,147	95,000	96,161	100,000	5,058	95,000	-5%
100-00-14030-0000000	Ad Valorem Taxes	868,162	889,101	900,899	1,334,025	1,302,769	1,414,900	6%
100-00-14050-0000000	Penalties & Interest	11,504	10,000	4,576	10,000	6,945	10,000	0%
100-00-14060-0000000	Rendition Penalties	25	100	69	100	65	100	0%
100-00-14070-0000000	Sales Tax	2,005,948	2,305,576	2,365,808	2,443,911	1,762,969	2,300,000	-6%
100-00-14080-0000000	Sales Tax ILO AdVal Tax	1,002,974	1,152,789	1,182,904	1,221,956	881,478	1,100,000	-10%
100-00-14110-0000000	Building Permits/MEP	209,879	250,000	427,872	250,000	261,814	395,000	58%
100-00-14120-0000000	Vendor/Beverage Permits	1,313	1,500	3,965	2,500	1,845	2,500	0%
100-00-14130-0000000	Sign Fee	700	1,000	2,600	1,000	2,900	3,000	200%
100-00-14140-0000000	Plats, Zoning, Misc.	4,421	5,000	3,183	3,000	2,720	3,000	0%
100-00-14150-0000000	Culverts	2,008	0	2,473	3,000	270	1,000	-67%
100-00-14210-0000000	Community Building Rental	11,545	16,000	13,050	10,000	10,900	15,000	50%
100-00-14230-0000000	Right of Way Use Fees	6,282	5,000	6,232	5,000	4,625	6,000	20%
100-00-14310-0000000	Court Collection Fees	14,726	15,000	13,198	12,000	14,588	0	-100%
100-00-14340-0000000	Child Belt/Safety	246	500	200	200	25	100	-50%
100-00-14360-0000000	Court Fines	384,008	300,000	320,739	305,000	168,453	164,250	-46%
100-00-14370-0000000	OMNI Fees	1,132	1,600	1,195	1,200	876	0	-100%
100-00-14400-0000000	Judicial Efficiency	121	700	89	100	65	90	-10%
100-00-14410-0000000	Accident Reports	216	500	0	0	0	0	
100-00-14530-0000000	Wrecker Service Fees	500	245	0	250	0	250	0%
100-00-14570-0000000	Lease Funds - PD	1,225	1,300	1,112	1,300	0	1,050	-19%
100-00-14600-0000000	Shop with a Cop	0	0	0	0	2,580	2,500	
100-00-14650-0000000	Unanticipated Income	29,555	15,000	43,158	15,000	-32,692	30,000	100%
100-00-14670-0000000	Interest Income	740	750	1,424	1,750	1,002	1,500	-14%
100-00-14680-0000000	Interest on Investments	1,071	1,200	6,800	15,000	92,238	40,000	167%
100-00-14880-F4332DR	FEMA Reimb - Atkins Creek	30,367	0	31,864	0	0	0	
100-00-14910-0000000	Grant Revenue - Police	868	42,075	3,259	0	0	0	

DESCRIPTION	2020-2021	2021-2022	2021-2022	2022-2023	2022-2023	2023-2024	Percent	
	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity as of 6/30/23	PROPOSED FINAL	Change FY24/FY23	
100-00-14920-1002744	HOME Grant Revenue	457,117	0	0	0	0	0	
100-00-14930-0000000	American Rescue Plan Funds	0	168,494	0	0	1,623	0	
100-00-14931-0000000	COVID-19 Revenue	15,619	0	0	0	0	0	
100-00-14940-0000000	Transfers In	0	0	200	0	0	0	
100-00-14950-0000000	Admin Transfer from MEDC	52,677	55,000	55,000	55,000	36,667	275,000	400%
100-00-14960-0000000	Admin Transfer from Court Security	2,500	2,500	2,500	1,500	1,000	1,500	0%
100-00-14970-0000000	Admin Transfer from Grant	5,798	0	0	0	0	0	
100-00-14980-0000000	Admin Transfer from Capital Projects	0	0	168,494	35,000	23,333	35,000	0%
TOTAL GENERAL FUND REVENUE		5,240,690	5,366,930	5,685,892	5,857,792	4,566,988	5,921,740	1%

DESCRIPTION	2020-2021 Total Activity	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 YTD Activity as of 6/30/23	2023-2024 PROPOSED FINAL	Percent Change FY24/FY23	
Department: 10 - Administration								
100-10-16002-0000000	Health Insurance	22,939	45,000	42,013	74,984	40,637	85,144	14%
100-10-16003-0000000	Unemployment Insurance	54	1,000	121	1,108	52	70	-94%
100-10-16004-0000000	Workers Comp	3,044	3,500	3,836	3,878	2,514	1,689	-56%
100-10-16005-0000000	Dental & Vision Insurance	2,638	4,500	3,954	5,040	2,838	0	-100%
100-10-16006-0000000	Life & AD&D Insurance	308	700	257	784	0	0	-100%
100-10-16008-0000000	Payroll Taxes	38,483	35,000	34,070	50,000	26,673	49,773	0%
100-10-16009-0000000	Wages	378,026	465,500	490,432	500,000	360,286	627,866	26%
100-10-16010-0000000	Overtime	553	1,000	6,433	1,200	1,052	697	-42%
100-10-16011-0000000	Employee Assistance Program	413	500	0	500	500	500	0%
100-10-16012-0000000	Retirement Expense	36,589	45,000	47,041	53,500	18,220	64,742	21%
100-10-16013-0000000	MASA	-364	400	100	400	121	0	-100%
100-10-16014-0000000	COLA	0	8,961	0	0	0	0	
100-10-16015-0000000	Dependent Insurance	0	21,950	0	0	0	0	
100-10-16101-0000000	Advertising / Promotion	1,073	2,000	2,182	6,500	0	6,500	0%
100-10-16102-0000000	Legal Notices & Publications	3,227	5,000	6,139	2,500	2,528	3,500	40%
100-10-16103-0000000	Recording Fees	617	2,500	0	2,000	71	2,000	0%
100-10-16104-0000000	Community Relations	493	4,000	1,440	4,000	1,023	4,000	0%
100-10-16105-0000000	Codification	0	0	1,700	2,500	1,903	3,000	20%
100-10-16106-0000000	Records Mgt / Retention	0	0	3,584	4,000	4,873	2,000	-50%
100-10-16107-0000000	Records Requests FOIA Program Fee	0	0	0	5,205	5,205	2,500	-52%
100-10-16108-0000000	Vendor Subscriptions	0	0	806	2,000	1,686	2,500	25%
100-10-16202-0000000	General Consultant Fees	8,009	20,000	13,012	71,000	29,088	125,000	76%
100-10-16203-0000000	Sales Tax Tracking	16,800	8,000	15,400	16,800	9,800	0	-100%
100-10-16209-0000000	Records Shredding	96	400	739	600	505	1,000	67%
100-10-16210-0000000	Inspections/Permits	0	195,000	247,494	195,000	146,406	300,000	54%
100-10-16213-0000000	Legal Fees	56,827	40,000	76,001	60,000	44,260	90,000	50%
100-10-16216-0000000	Audit Fees	11,859	25,000	32,774	26,000	30,751	36,000	38%
100-10-16217-0000000	Engineering	2,250	2,000	0	0	0	0	
100-10-16223-0000000	Accounting Fees	53,736	35,000	57,108	15,000	1,035	0	-100%

DESCRIPTION		2020-2021 Total Activity	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 YTD Activity as of 6/30/23	2023-2024 PROPOSED FINAL	Percent Change FY24/FY23
100-10-16224-0000000	City Hall Cleaning	0	1,000	0	1,000	0	0	-100%
100-10-16239-0000000	Printing & Office supplies	4,408	5,000	5,283	9,000	4,511	7,000	-22%
100-10-16241-0000000	Computers/Website	690	2,500	4,232	2,500	563	0	-100%
100-10-16242-0000000	Postage/Delivery	985	2,000	1,563	3,000	2,360	3,500	17%
100-10-16243-0000000	Telephone	8,676	12,000	6,977	12,000	4,310	12,000	0%
100-10-16244-0000000	Tax Assessor Fees	10,080	10,000	9,723	10,000	10,410	16,000	60%
100-10-16245-0000000	Election	22,752	14,500	15,184	16,000	0	26,000	63%
100-10-16249-0000000	Contract Services - Computer/Technology	54,744	19,500	25,851	29,700	14,461	37,500	26%
100-10-16252-0000000	Code Enforcement	0	30,000	3,538	0	0	0	
100-10-16254-0000000	Software Upgrades	0	78,500	72,298	25,000	1,010	11,000	-56%
100-10-16257-0000000	Medical Exams & Testing	0	0	0	0	0	2,000	
100-10-16404-0000000	Copier/Fax Machine	9,729	10,000	-171	11,000	5,552	11,000	0%
100-10-16405-0000000	Operating Supplies	1,180	4,000	2,445	0	26	0	
100-10-16417-0000000	Capital Pur. Furniture	2,048	1,500	902	1,000	0	1,000	0%
100-10-16502-0000000	Dues & Subscriptions	1,944	5,000	2,293	3,500	1,684	4,000	14%
100-10-16503-0000000	Travel & Training Staff	7,590	10,000	11,718	10,000	6,091	20,000	100%
100-10-16504-0000000	Travel & Training Council	1,354	5,000	4,787	5,000	834	2,500	-50%
100-10-16701-0000000	Insurance - Liability	6,704	7,000	6,081	7,756	5,700	1,855	-76%
100-10-16702-0000000	Insurance - Property	4,425	5,300	5,193	5,872	4,900	2,579	-56%
100-10-16703-0000000	Insurance - Bond	170	500	0	500	255	500	0%
100-10-16806-0000000	Utilities - Cedar Brake Park	0	0	126	0	0	0	
100-10-16915-0000000	Capital Outlay - Laserfische Software	7,133	7,200	7,133	14,000	13,394	0	-100%
100-10-16918-0000000	Capital Outlay - Miscellaneous	782,566	0	0	0	0	0	
100-10-16923-0000000	Capital Outlay - General Improvements	0	0	344	0	0	0	
100-10-17001-0000000	Misc Expenses - Other	12,158	1,000	32,740	1,000	194	1,000	0%
100-10-17004-0000000	Capital Proj Trans Infra 24013	215,194	349,809	0	26,100	17,400	0	-100%
100-10-17006-0000000	Transfer to Surplus	0	0	0	0	0	266,168	
100-10-17007-0000000	Capital Proj Trans Mob 24014	10,000	0	0	0	0	0	
100-10-17020-0000000	Employee Appreciation	0	0	743	10,000	7,820	5,000	-50%
100-10-17180-0000000	Leases - Parks and Recreation - Adams Park	5,277	8,000	5,542	0	7,884	0	
100-10-17310-KROGER0	Tax Abatement -Sales Tax Rebate	206,925	250,000	245,348	250,000	145,833	250,000	0%

DESCRIPTION	2020-2021	2021-2022	2021-2022	2022-2023	2022-2023	2023-2024	Percent Change FY24/FY23
	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity as of 6/30/23	PROPOSED FINAL	
100-10-17320-380AGRO Tax Abatement - 380 Ad Valorem Tax Rebate	113,763	115,000	81,923	140,300	81,842	140,300	0%
100-10-17330-0000000 Tax Abatement - PID Property Tax Reimb	38,364	38,815	0	0	0	0	
TOTAL ADMINISTRATION EXPENSES	2,166,531	1,965,035	1,638,428	1,698,727	1,069,060	2,229,383	31%

DESCRIPTION	2020-2021 Total Activity	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 YTD Activity as of 6/30/23	2023-2024 PROPOSED FINAL	Percent Change FY24/FY23	
Department: 11 - Police								
100-11-16002-0000000	Health Insurance	107,623	123,000	131,357	193,592	101,897	225,774	17%
100-11-16003-0000000	Unemployment Insurance	126	2,260	278	2,504	161	162	-94%
100-11-16004-0000000	Workers Comp	23,982	27,000	22,954	29,916	34,009	31,863	7%
100-11-16005-0000000	Dental & Vision Insurance	8,099	12,000	11,310	13,440	8,311	0	-100%
100-11-16006-0000000	Life & AD&D Insurance	919	4,200	1,234	4,704	0	0	-100%
100-11-16008-0000000	Payroll Taxes	83,801	105,000	88,509	125,000	64,681	103,844	-17%
100-11-16009-0000000	Wages	944,696	965,000	1,042,205	1,304,000	831,113	1,297,437	-1%
100-11-16010-0000000	Overtime	52,417	50,000	65,502	50,000	42,165	60,000	20%
100-11-16011-0000000	Employee Assistance Program	1,035	1,050	0	1,020	500	500	-51%
100-11-16012-0000000	Retirement Expense	83,286	90,000	107,162	134,500	60,117	139,816	4%
100-11-16013-0000000	MASA	658	850	305	850	591	0	-100%
100-11-16014-0000000	COLA	0	18,850	0	0	0	0	
100-11-16015-0000000	Dependent Insurance	0	49,850	0	0	0	0	
100-11-16104-0000000	Community Relations	5,506	5,500	8,863	6,000	6,727	6,000	0%
100-11-16108-0000000	Vendor Subscriptions	0	0	0	0	561	561	
100-11-16207-0000000	Prosecutors Fees	13,050	0	0	0	0	0	0%
100-11-16209-0000000	Records Shredding	93	500	371	500	102	500	0%
100-11-16226-0000000	Maint - Vehicles & Equipment	0	0	34	0	0	0	
100-11-16227-0000000	Gas/Oil	36,370	40,000	53,737	45,000	28,331	55,000	22%
100-11-16229-0000000	Auto Repairs	24,161	27,000	39,017	30,000	25,424	35,000	17%
100-11-16230-0000000	Equipment repairs	300	5,000	4,493	5,000	3,538	5,000	0%
100-11-16239-0000000	Printing & Office supplies	3,086	4,000	4,538	4,000	3,421	4,000	0%
100-11-16241-0000000	Computers/Website	690	8,000	4,607	6,500	2,414	6,500	0%
100-11-16242-0000000	Postage/Delivery	626	500	608	500	96	500	0%
100-11-16243-0000000	Telephone	10,025	10,000	9,850	10,000	6,323	10,000	0%
100-11-16247-0000000	Mobile Data Terminal	7,098	12,000	11,993	14,000	5,418	14,000	0%
100-11-16249-0000000	Contract Services - Computer/Technology	61,232	10,000	45,573	40,000	28,972	45,000	13%
100-11-16257-0000000	Medical Exams & Testing	0	0	0	0	0	1,000	
100-11-16401-0000000	Radio Fees	3,780	5,200	4,080	6,500	4,665	6,500	0%
100-11-16402-0000000	Uniforms & Safety Equip	8,969	9,000	11,021	10,000	4,736	10,000	0%

DESCRIPTION		2020-2021 Total Activity	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 YTD Activity as of 6/30/23	2023-2024 PROPOSED FINAL	Percent Change FY24/FY23
100-11-16403-0000000	Protective Gear	2,471	7,000	7,862	8,000	5,221	10,500	31%
100-11-16404-0000000	Copier/Fax Machine	6,201	5,500	-84	6,000	2,862	6,000	0%
100-11-16405-0000000	Operating Supplies	11,393	7,000	10,814	7,000	6,699	6,000	-14%
100-11-16411-0000000	Tools, Etc,	153	300	245	300	260	300	0%
100-11-16415-0000000	Emergency Equipment	10,806	15,000	15,322	18,800	17,569	22,500	20%
100-11-16416-0000000	Radios	0	21,902	18,197	18,000	13,096	25,000	39%
100-11-16417-0000000	Capital Pur. Furniture	1,110	1,500	1,500	2,000	1,318	2,000	0%
100-11-16502-0000000	Dues & Subscriptions	2,153	2,500	1,594	2,500	2,098	2,500	0%
100-11-16503-0000000	Travel & Training Staff	27,599	21,000	24,769	25,000	14,433	25,000	0%
100-11-16701-0000000	Insurance - Liability	20,577	17,000	22,065	18,836	15,782	25,355	35%
100-11-16702-0000000	Insurance - Property	4,369	5,000	4,993	5,540	5,193	10,006	81%
100-11-16906-0000000	Capital Outlay - Police Cars	0	40,000	191,868	0	0	150,000	
100-11-16907-0000000	Capital Outlay - Emergency Lights, Decals	4,980	7,500	8,047	7,500	6,800	7,000	-7%
100-11-16910-0000000	Capital Outlay - Vehicle Replacement - CPF ;	0	15,000	56,579	15,000	0	15,000	0%
100-11-16911-0000000	Capital Outlay - Computers Equipment	2,881	18,000	23,727	20,000	18,147	25,000	25%
100-11-16912-0000000	Capital Outlay - Tyler Public Safety	13,852	7,000	8,278	8,500	7,382	17,622	107%
100-11-16913-0000000	Capital Outlay - Radar	3,840	12,500	11,571	8,000	6,480	8,000	0%
100-11-16916-0000000	Capital Outlay - Investigate & Testing Equiprr	4,613	6,500	8,372	10,000	12,638	14,000	40%
100-11-16917-0000000	Capital Outlay - Ballistic Vests & Shields	4,233	14,000	8,795	10,500	9,005	7,560	-28%
100-11-16918-0000000	Capital Outlay - Miscellaneous	5,275	0	3,555	0	0	0	
100-11-16919-0000000	Capital Outlay - Patrol Weapons	10,138	12,000	12,512	20,200	8,680	41,871	107%
100-11-16920-0000000	Capital Outlay - Traffic Equipment	0	27,000	74,897	25,000	0	25,000	0%
100-11-16921-0000000	Capital Outlay - Office Maintenance	4,005	11,800	11,742	11,800	6,050	11,800	0%
100-11-17001-0000000	Misc Expenses - Other	3,988	2,500	2,197	0	0	0	
100-11-17003-0000000	National Night Out	514	0	0	0	0	0	
100-11-17015-0000000	Lease Funds	0	0	2,068	0	0	0	
TOTAL POLICE EXPENSES		1,626,782	1,863,262	2,201,088	2,286,002	1,423,987	2,516,971	10%

		2020-2021	2021-2022	2021-2022	2022-2023	2022-2023	2023-2024	Percent
	DESCRIPTION	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity as of 6/30/23	PROPOSED FINAL	Change FY24/FY23
Department: 12 - Public Works								
100-12-16002-0000000	Health Insurance	13,124	23,000	19,852	38,000	20,757	36,907	-3%
100-12-16003-0000000	Unemployment Insurance	68	400	133	550	55	68	-88%
100-12-16004-0000000	Workers Comp	6,410	6,000	6,828	8,000	7,039	3,826	-52%
100-12-16005-0000000	Dental & Vision Insurance	1,185	1,800	1,669	3,000	1,665	0	-100%
100-12-16006-0000000	Life & AD&D Insurance	-308	300	47	400	0	0	-100%
100-12-16008-0000000	Payroll Taxes	12,576	12,900	13,247	16,500	10,445	14,135	-14%
100-12-16009-0000000	Wages	137,646	155,800	151,826	206,000	121,224	179,266	-13%
100-12-16010-0000000	Overtime	1,942	2,000	3,703	5,500	3,423	5,500	0%
100-12-16011-0000000	Employee Assistance Program	414	500	0	500	500	500	0%
100-12-16012-0000000	Retirement Expense	10,190	10,915	13,673	22,000	-2	16,402	-25%
100-12-16013-0000000	MASA	0	0	30	168	56	0	-100%
100-12-16014-0000000	COLA	0	2,806	0	0	0	0	
100-12-16015-0000000	Dependent Insurance	0	5,400	0	0	0	0	
100-12-16101-0000000	Advertising / Promotion	75	500	120	500	24	0	-100%
100-12-16102-0000000	Legal Notices & Publications	0	1,500	0	1,500	0	0	-100%
100-12-16104-0000000	Community Relations	323	1,000	251	1,000	0	1,000	0%
100-12-16108-0000000	Vendor Subscriptions	0	0	0	0	561	561	
100-12-16202-0000000	General Consultant Fees	0	0	54	0	0	0	
100-12-16206-0000000	General Park Maintenance	0	0	31	0	0	0	
100-12-16208-0000000	Mowing	98,450	116,000	112,506	127,600	57,186	140,000	10%
100-12-16209-0000000	Records Shredding	56	150	0	150	0	0	-100%
100-12-16210-0000000	Inspections/Permits	127,722	0	0	0	0	0	
100-12-16213-0000000	Legal Fees	0	2,500	0	2,500	0	0	-100%
100-12-16217-0000000	Engineering	115,772	85,000	136,664	107,000	67,943	110,000	3%
100-12-16224-0000000	City Hall Cleaning	9,300	9,300	13,918	14,900	10,605	14,900	0%
100-12-16225-0000000	Downtown Repairs	2,007	1,500	236	1,500	551	1,500	0%
100-12-16226-0000000	Maint - Vehicles & Equipment	1,829	3,000	2,470	3,000	5,666	3,500	17%
100-12-16227-0000000	Gas/Oil	5,606	7,750	11,049	14,000	6,817	14,000	0%
100-12-16229-0000000	Auto Repairs	4,675	5,000	5,439	5,500	6,343	6,000	9%
100-12-16230-0000000	Equipment repairs	2,567	5,500	1,667	6,000	868	4,000	-33%

DESCRIPTION		2020-2021 Total Activity	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 YTD Activity as of 6/30/23	2023-2024 PROPOSED FINAL	Percent Change FY24/FY23
100-12-16231-0000000	Bldg Repairs-City Hall	15,562	18,000	16,070	19,800	4,355	18,000	-9%
100-12-16232-0000000	Street Repairs - Minor	5,038	20,000	995	20,000	1,289	10,000	-50%
100-12-16233-0000000	Streets-Preventive Maintenance	6,430	7,000	5,930	7,700	0	7,700	0%
100-12-16234-0000000	City Hall Cleaning - COVID 19	3,450	2,000	700	0	0	0	
100-12-16237-0000000	Mosquito Spraying	4,785	5,500	5,040	6,000	1,813	6,000	0%
100-12-16238-0000000	Street Signs	1,181	3,000	5,859	3,300	865	3,300	0%
100-12-16239-0000000	Printing & Office supplies	476	1,200	1,173	1,000	1,166	1,600	60%
100-12-16241-0000000	Computers/Website	690	750	157	750	480	750	0%
100-12-16242-0000000	Postage/Delivery	363	750	460	750	0	750	0%
100-12-16243-0000000	Telephone	7,257	8,400	6,991	8,400	5,594	9,000	7%
100-12-16249-0000000	Contract Services - Computer/Technology	15,875	18,000	17,340	10,500	12,780	18,000	71%
100-12-16255-0000000	Bldg Repairs - Comm Center	0	0	1,140	0	548	5,000	
100-12-16256-0000000	Bldg Repairs - 213 Prairie	0	0	40	35,000	24,146	0	-100%
100-12-16402-0000000	Uniforms & Safety Equip	3,441	3,900	3,494	4,700	1,336	4,700	0%
100-12-16405-0000000	Operating Supplies	9,408	9,000	8,126	9,900	6,960	10,900	10%
100-12-16406-0000000	Streets & Drainage	656	3,500	5,962	3,500	0	2,000	-43%
100-12-16407-0000000	Supplies & Equipment - Cedar Break Park	304	6,500	1,248	6,500	409	2,000	-69%
100-12-16408-0000000	Supplies & Equipment - Homecoming Park	162	2,000	998	2,000	398	2,000	0%
100-12-16409-0000000	Supplies & Equipment - Fernland Park	416	2,750	1,425	2,750	706	2,000	-27%
100-12-16410-0000000	Supplies & Equipment - Community Building	238	2,000	423	2,000	215	2,000	0%
100-12-16411-0000000	Tools, Etc,	1,477	2,750	2,516	3,025	1,867	3,300	9%
100-12-16412-0000000	Supplies & Equipment - Memory Park	160	2,000	320	2,000	346	2,000	0%
100-12-16413-0000000	Culverts	2,652	3,000	2,956	3,000	0	3,000	0%
100-12-16414-0000000	Supplies & Equipment - Code Enforcement	0	1,000	0	0	0	0	
100-12-16501-0000000	Training & Education	0	0	5	0	0	0	
100-12-16502-0000000	Dues & Subscriptions	1,048	2,000	2,150	2,000	584	2,000	0%
100-12-16503-0000000	Travel & Training Staff	160	5,000	3,673	5,000	674	5,500	10%
100-12-16601-0000000	Park Maint - Memory Pk	4,777	25,000	24,035	24,500	17,550	10,000	-59%
100-12-16602-0000000	Park Maint - Fernland	2,525	20,000	36,936	69,500	826	10,000	-86%
100-12-16603-0000000	Park Maint - Cedar Brake Park	8,529	25,000	41,016	24,500	2,775	10,000	-59%
100-12-16604-0000000	Park Maint - Homecoming Park	2,416	20,000	10,558	19,500	3,006	10,000	-49%

DESCRIPTION	2020-2021	2021-2022	2021-2022	2022-2023	2022-2023	2023-2024	Percent	
	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity as of 6/30/23	PROPOSED FINAL	Change FY24/FY23	
100-12-16701-0000000	Insurance - Liability	2,333	2,400	2,138	2,700	1,861	4,694	74%
100-12-16702-0000000	Insurance - Property	936	1,340	1,070	1,500	1,113	1,427	-5%
100-12-16803-0000000	Utilities - Electronic Sign-City	746	1,000	1,017	1,500	545	1,500	0%
100-12-16804-0000000	Utilities - Street Lights	13,093	12,000	13,630	13,200	9,323	13,200	0%
100-12-16805-0000000	Utilities - Downtown Utilities	1,354	1,200	1,311	1,320	862	1,320	0%
100-12-16806-0000000	Utilities - Cedar Brake Park	1,762	2,200	1,788	2,420	1,440	2,420	0%
100-12-16807-0000000	Utilities - Homecoming Park	1,428	1,500	1,437	1,650	936	1,650	0%
100-12-16808-0000000	Utilities - Fernland Park	5,412	5,800	5,247	6,380	4,701	6,500	2%
100-12-16809-0000000	Utilities - City Hall	13,614	13,000	14,978	14,300	8,706	14,300	0%
100-12-16811-0000000	Utilities - Community Center Building	5,049	5,000	5,865	5,500	4,052	6,000	9%
100-12-16812-0000000	Utilities - Memory Park	6,217	8,000	10,569	8,000	4,251	8,000	0%
100-12-16813-0000000	Utilities - 213 Prairie	0	0	873	15,600	1,001	1,885	-88%
100-12-16911-0000000	Capital Outlay - Computers Equipment	35	4,000	2,306	3,000	3,236	3,000	0%
100-12-16922-0000000	Capital Outlay - Public Works Items	8,440	7,000	6,497	30,000	20,919	10,000	-67%
100-12-16923-0000000	Capital Outlay - General Improvements	9,425	100,000	124,541	150,000	67,352	20,000	-87%
100-12-16924-0000000	Capital Outlay - Drainage Improvements	1,800	10,000	2,950	10,000	1,111	10,000	0%
100-12-16925-0000000	Capital Outlay - Vehicles	0	0	0	0	0	0	
100-12-16926-0000000	Capital Outlay - Park Improvements	0	0	0	0	0	40,000	
100-12-17001-0000000	Misc Expenses - Other	1,284	4,000	4,043	1,000	241	1,000	0%
100-12-17150-0000000	Contract Labor - Streets	17,984	220,000	120,521	250,000	32,849	0	-100%
TOTAL PUBLIC WORKS EXPENSES		742,017	1,078,961	1,023,930	1,401,413	576,917	860,461	-39%

DESCRIPTION	2020-2021 Total Activity	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 YTD Activity as of 6/30/23	2023-2024 PROPOSED FINAL	Percent Change FY24/FY23	
Department: 13 - Court								
100-13-16002-0000000	Health Insurance	14,734	25,500	21,381	44,632	20,445	34,433	-23%
100-13-16003-0000000	Unemployment Insurance	27	500	55	600	36	27	-96%
100-13-16004-0000000	Workers Comp	2,481	1,800	2,176	2,500	1,303	838	-66%
100-13-16005-0000000	Dental & Vision Insurance	1,119	2,000	1,674	3,000	1,550	0	-100%
100-13-16006-0000000	Life & AD&D Insurance	94	200	37	250	0	0	-100%
100-13-16007-0000000	Crime Insurance	489	600	489	700	366	500	-29%
100-13-16008-0000000	Payroll Taxes	12,682	14,500	12,802	18,000	9,691	12,686	-30%
100-13-16009-0000000	Wages	135,923	162,300	166,634	197,000	128,416	163,427	-17%
100-13-16010-0000000	Overtime	2,262	3,750	1,492	5,000	1,800	2,400	-52%
100-13-16011-0000000	Employee Assistance Program	138	150	0	150	500	500	233%
100-13-16012-0000000	Retirement Expense	14,620	17,850	15,035	20,500	8,827	17,080	-17%
100-13-16013-0000000	MASA	-161	350	122	350	136	0	-100%
100-13-16014-0000000	COLA	0	2,696	0	0	0	0	
100-13-16015-0000000	Dependent Insurance	0	14,350	0	0	0	0	
100-13-16104-0000000	Community Relations	0	400	0	400	0	400	0%
100-13-16108-0000000	Vendor Subscriptions	0	0	0	0	0	250	
100-13-16202-0000000	General Consultant Fees	6,693	8,000	5,267	7,500	4,113	12,000	60%
100-13-16205-0000000	Omni Expense	2,412	2,500	1,554	2,000	528	0	-100%
100-13-16207-0000000	Prosecutors Fees	0	14,000	10,800	14,000	7,200	10,000	-29%
100-13-16209-0000000	Records Shredding	93	200	196	250	0	250	0%
100-13-16211-0000000	Judge's Fee	12,000	12,000	12,000	12,000	9,000	12,000	0%
100-13-16222-0000000	Collection Agency	21,866	15,000	16,340	15,000	13,871	0	-100%
100-13-16239-0000000	Printing & Office supplies	969	1,000	2,533	1,400	769	1,400	0%
100-13-16241-0000000	Computers/Website	1,890	5,500	4,973	4,500	480	4,500	0%
100-13-16242-0000000	Postage/Delivery	2,143	2,000	2,037	2,300	1,257	2,600	13%
100-13-16243-0000000	Telephone	3,910	4,000	1,372	4,000	0	4,000	0%
100-13-16249-0000000	Contract Services - Computer/Technology	12,532	5,000	17,616	13,000	8,304	15,000	15%
100-13-16251-0000000	State Portion of Fines/Payouts	153,483	160,000	114,873	130,000	40,521	0	-100%
100-13-16402-0000000	Uniforms & Safety Equip	172	100	0	100	0	100	0%
100-13-16404-0000000	Copier/Fax Machine	8,615	8,800	-120	8,800	4,834	8,000	-9%

DESCRIPTION		2020-2021	2021-2022	2021-2022	2022-2023	2022-2023	2023-2024	Percent
		Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity as of 6/30/23	PROPOSED FINAL	Change FY24/FY23
100-13-16405-0000000	Operating Supplies	1,011	2,500	209	2,500	324	2,500	0%
100-13-16417-0000000	Capital Pur. Furniture	0	500	0	3,000	0	3,000	0%
100-13-16502-0000000	Dues & Subscriptions	201	750	45	500	354	500	0%
100-13-16503-0000000	Travel & Training Staff	445	6,500	385	2,000	1,209	2,000	0%
100-13-16701-0000000	Insurance - Liability	0	50	0	60	0	1,855	2992%
100-13-16702-0000000	Insurance - Property	0	1,170	0	1,300	0	2,579	98%
100-13-17001-0000000	Misc Expenses - Other	0	1,000	44	100	0	100	0%
TOTAL COURT EXPENSES		412,841	497,516	412,020	517,392	265,833	314,925	-39%

DESCRIPTION	2020-2021 Total Activity	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 YTD Activity as of 6/30/23	2023-2024 PROPOSED FINAL	Percent Change FY24/FY23
Department: 17 - Non-Dept							
100-17-16224-0000000	City Hall Cleaning	0	0	0	0	-3,425	0
100-17-16227-0000000	Gas/Oil	0	0	0	0	-692	0
100-17-16231-0000000	Bldg Repairs-City Hall	0	0	0	0	-23	0
100-17-16239-0000000	Printing & Office supplies	0	0	0	0	-140	0
100-17-16243-0000000	Telephone	0	0	0	0	-686	0
100-17-16249-0000000	Contract Services - Computer/Technology	0	0	0	0	-211	0
100-17-16400-0000000	Supplies & Equipment	0	500	0	0	0	0
100-17-16405-0000000	Operating Supplies	0	0	0	0	-448	0
100-17-16500-0000000	Staff Development	0	100	0	100	0	0
100-17-16922-0000000	Capital Outlay - Public Works Items	0	0	0	0	-179	0
100-17-17000-0000000	Misc Expenses	5,640	0	0	0	0	0
100-17-17153-0000000	Transfer to Capital Projects Fund	15,000	0	0	0	0	0
100-17-17190-0000000	HOME Grant Expense	453,000	0	0	0	0	0
TOTAL NON-DEPARTMENTAL EXPENSES		473,640	600	0	100	-5,804	0



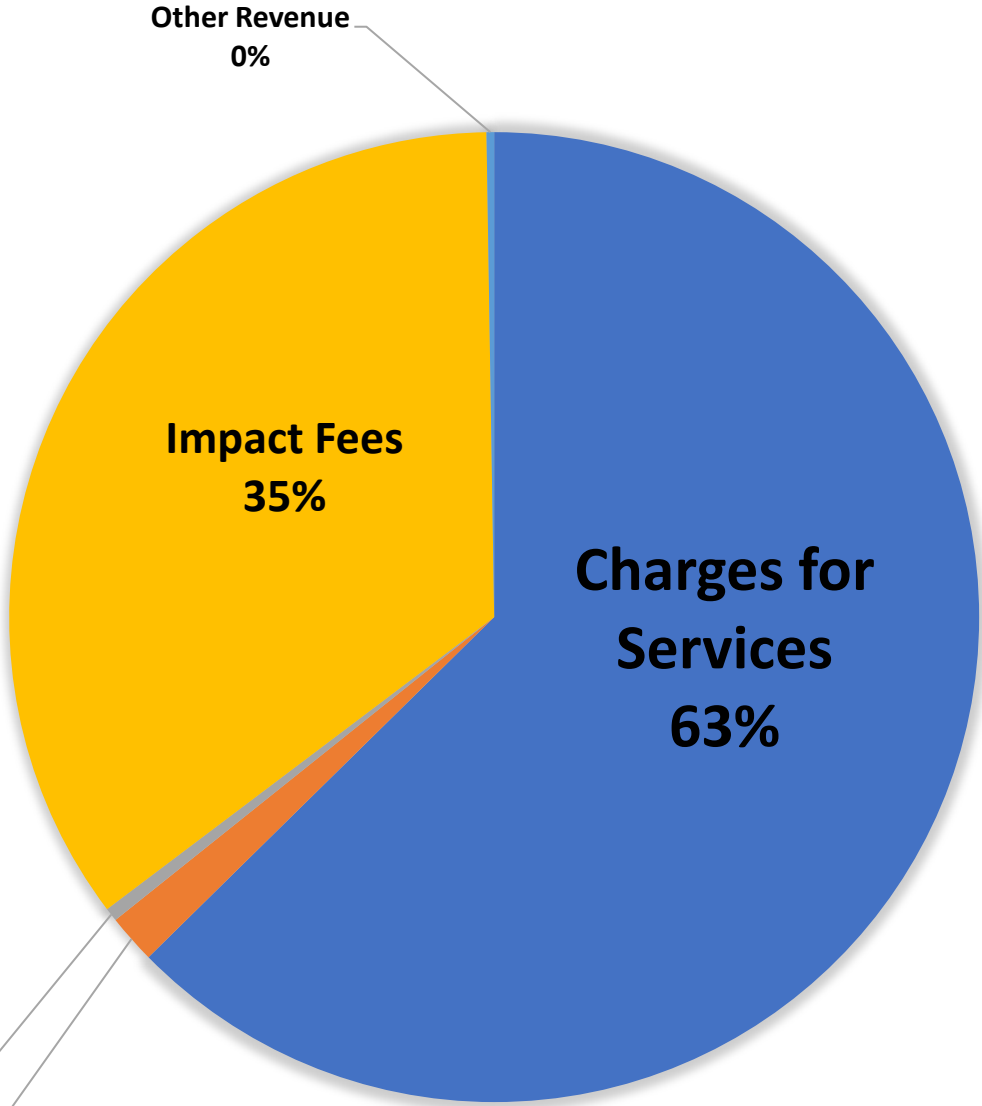
City of Montgomery, TX

Budget Worksheet Group Summary

For Fiscal: 2022-2023 Period Ending: 06/30/2023

Departmen...	2020-2021		2021-2022		2022-2023		Defined Budgets
	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2023-2024 2023-2024
Fund: 300 - Water & Sewer							
00 - Revenue	0.00	3,382,221.16	2,486,300.00	4,585,017.31	3,979,278.00	2,099,028.56	4,281,550.00
30 - Water & Sewer	0.00	2,285,229.32	2,486,300.00	2,571,225.24	3,979,278.00	2,278,932.50	4,281,550.00
Total Revenues	0.00	3,382,221.16	2,486,300.00	4,585,017.31	3,979,278.00	2,099,028.56	4,281,550.00
Total Expenses	0.00	2,285,229.32	2,486,300.00	2,571,225.24	3,979,278.00	2,278,932.50	4,281,550.00
Fund: 300 - Water & Sewer Surplus (Deficit):	0.00	1,096,991.84	0.00	2,013,792.07	0.00	-179,903.94	0.00
Report Surplus (Deficit):	0.00	1,096,991.84	0.00	2,013,792.07	0.00	-179,903.94	0.00

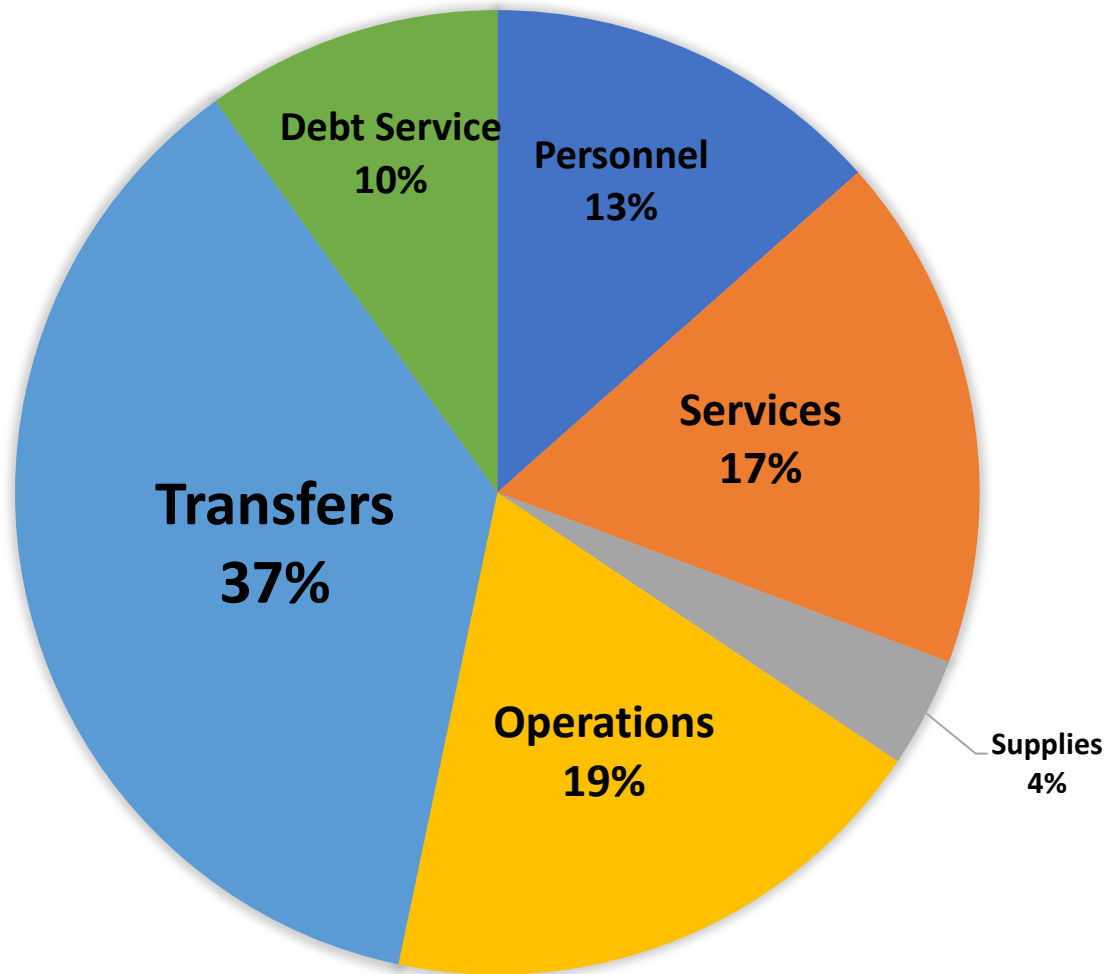
UTILITY FUND REVENUE
\$4,821,550



Fines & Forefeitures 0%

Investment Income 2%

UTILITY FUND EXPENSES
\$4,821,550



DESCRIPTION		2020-2021 Total Activity	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 YTD Activity as of 6/30/23	2023-2024 PROPOSED FINAL	Percent Change FY24/FY23
Fund: 300 - Water & Sewer								
REVENUE								
300-00-34110-0000000	Water Revenue	786,810	812,000	903,705	845,000	620,751	881,000	4%
300-00-34130-0000000	Lone Star Ground Water Revenue	8,686	8,200	10,240	8,500	6,933	9,000	6%
300-00-34140-0000000	Application Fee	30	0	2,370	3,000	5,430	6,000	100%
300-00-34150-0000000	Disconnect Reconnect	9,516	11,000	4,237	6,000	4,088	5,000	-17%
300-00-34160-0000000	Sewer Revenue	734,723	787,700	806,442	818,000	599,015	853,000	4%
300-00-34170-0000000	Tap Fees/Inspections	352,839	300,000	434,843	447,000	405,204	450,000	1%
300-00-34180-0000000	Grease Trap Inspections	20,050	19,300	23,500	20,000	22,419	25,000	25%
300-00-34190-0000000	Late Charges	18,174	17,500	29,666	18,200	14,142	18,200	0%
300-00-34200-0000000	Returned Check Fee	1,721	1,150	1,404	1,200	150	1,000	-17%
300-00-34210-0000000	Backflow Testing	0	16,000	0	16,000	0	16,000	0%
300-00-34220-0000000	Solid Waste Revenue	179,069	190,000	201,729	200,000	170,827	229,500	15%
300-00-34310-0000000	Sales Tax Revenue for Solid Waste	14,669	15,000	16,553	16,600	14,014	0	-100%
300-00-34320-0000000	Groundwater Reduction Revenue	204,735	195,000	241,448	203,000	163,268	205,000	1%
300-00-34410-0000000	Impact Fees - Other	0	100,000	83,697	1,000,000	0	0	-100%
300-00-34420-0000000	Impact Fees - Capital Cost	7,278	0	0	0	0	1,500,000	
300-00-34430-0000000	Interest Income	454	450	1,177	778	702	850	9%
300-00-34440-0000000	Interest earned on Investments	517	500	8,317	11,000	77,887	70,000	536%
300-00-34450-0000000	Meter Box Replacement	1,290	1,500	1,425	1,500	990	1,500	0%
300-00-34460-0000000	EndPoint Charge	335	500	370	500	1,785	500	0%
300-00-34470-0000000	Miscellaneous Revenue & ETS Revenue	9,727	10,500	9,531	11,000	3,516	8,000	-27%
300-00-34500-0000000	Use of Surplus Funds	0	0	0	350,000	0	0	-100%
300-00-34530-0000000	Utility Contracts	2,032	0	551	2,000	3,096	2,000	0%
300-00-34570-0000000	Transfers In - Capital Projects	1,029,567	0	1,803,811	0	0	0	
TOTAL WATER SEWER REVENUE		3,382,221	2,486,300	4,585,017	3,979,278	2,114,215	4,281,550	8%

DESCRIPTION		2020-2021 Total Activity	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 YTD Activity as of 6/30/23	2023-2024 PROPOSED FINAL	Percent Change FY24/FY23
Department: 30 - Water & Sewer								
300-30-36101-0000000	Compensated Benefit Expense	15,559	0	0	0	0	0	
300-30-36102-0000000	Health Insurance	41,423	43,000	45,354	61,000	39,366	82,908	36%
300-30-36103-0000000	Unemployment Insurance	0	500	45	700	51	61	-91%
300-30-36104-0000000	Workers Comp	4,380	5,200	3,546	6,000	7,042	6,747	12%
300-30-36105-0000000	Dental & Vision Insurance	2,920	3,200	3,646	4,200	3,031	0	-100%
300-30-36106-0000000	Life & AD&D Insurance	801	1,000	276	1,150	0	0	-100%
300-30-36107-0000000	Crime Insurance	489	500	448	500	366	500	0%
300-30-36108-0000000	Retirement Expense	23,716	24,000	30,349	40,000	26,246	42,433	6%
300-30-36109-0000000	TMRS Pension Expense	18,525	0	0	0	378	0	
300-30-36110-0000000	Payroll Taxes	20,235	21,000	23,972	29,000	19,502	31,516	9%
300-30-36111-0000000	Wages	270,666	314,000	331,350	385,000	279,124	406,474	6%
300-30-36112-0000000	Overtime	1,952	5,000	3,802	5,500	2,838	5,500	0%
300-30-36113-0000000	COLA	0	5,600	0	0	0	0	
300-30-36114-0000000	Dependent Insurance	0	16,200	1,241	0	0	0	
300-30-36115-0000000	TMRS OPEB Expense	5,571	0	-12,623	0	0	0	
300-30-36116-0000000	MASA	0	0	0	168	64	0	-100%
300-30-36202-0000000	General Consultant Fees	29	10,000	25	10,000	0	0	-100%
300-30-36203-0000000	Legal Fees	0	15,000	0	15,000	0	0	-100%
300-30-36204-0000000	Engineering	91,012	75,000	204,155	133,000	106,138	133,000	0%
300-30-36208-0000000	Operator	51,890	115,000	113,340	126,500	75,560	126,500	0%
300-30-36209-0000000	Billing & Collections	30,092	33,000	32,858	35,000	20,236	35,000	0%
300-30-36210-0000000	Backflow Testing	1,945	16,000	0	16,000	0	16,000	0%
300-30-36211-0000000	Testing	11,167	15,000	12,225	15,000	6,942	15,000	0%
300-30-36212-0000000	Sales Tax for Solid Waste	14,705	15,000	16,812	20,000	13,253	0	-100%
300-30-36214-0000000	Sludge Hauling	27,334	34,000	42,018	41,500	43,542	100,000	141%
300-30-36215-0000000	Printing	603	600	601	1,200	0	1,200	0%
300-30-36216-0000000	Postage	715	1,000	480	1,100	1,152	2,000	82%
300-30-36217-0000000	Telephone	8,899	9,500	8,510	9,500	7,789	10,500	11%
300-30-36218-0000000	Tap Fees & Inspections	81,829	75,000	37,592	75,000	34,287	75,000	0%
300-30-36221-0000000	Garbage Pickup	173,294	185,000	210,678	200,000	168,727	225,000	13%

DESCRIPTION		2020-2021 Total Activity	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 YTD Activity as of 6/30/23	2023-2024 PROPOSED FINAL	Percent Change FY24/FY23
300-30-36302-0000000	Advertising/Promotion	0	1,500	0	1,500	212	1,500	0%
300-30-36303-0000000	Permits & Licenses	19,440	46,000	19,114	25,000	25,799	25,000	0%
300-30-36306-0000000	Depreciation Expense	428,694	0	370,243	0	0	0	
300-30-36307-0000000	Dues & Subscriptions	1,118	2,000	330	2,000	880	2,000	0%
300-30-36400-0000000	Supplies & Equipment	148	600	262	1,000	809	1,500	50%
300-30-36401-0000000	Chemicals	30,412	34,000	40,884	37,400	37,281	45,000	20%
300-30-36402-0000000	Copier / Fax Machine	2,135	2,000	1,643	3,000	882	3,000	0%
300-30-36403-0000000	Operating Supplies	53,619	80,000	77,371	80,000	32,639	80,000	0%
300-30-36404-0000000	Uniforms	3,729	4,500	3,206	4,700	1,336	4,700	0%
300-30-36406-0000000	Computer Technology	11,343	28,000	10,418	24,000	8,802	24,000	0%
300-30-36407-0000000	Groundwater Reduction Expenses	0	100	0	100	0	100	0%
300-30-36502-0000000	Travel & Training	2,364	5,500	2,699	5,500	625	5,500	0%
300-30-36503-0000000	Employee Relations	357	1,000	439	1,000	102	2,000	100%
300-30-36601-0000000	Repairs & Maintenance	172,692	175,000	438,750	250,000	231,259	300,000	20%
300-30-36602-0000000	Vehicle Repair and Maint.	2,035	3,000	2,435	3,000	1,334	3,500	17%
300-30-36604-0000000	Water & Sewer Items	0	10,000	11,135	30,000	24,609	9,708	-68%
300-30-36605-0000000	Gas & Oil	4,987	7,750	11,082	14,000	8,661	14,000	0%
300-30-36701-0000000	Liability Insurance	3,453	3,800	2,825	4,250	2,611	4,694	10%
300-30-36702-0000000	Property Insurance	28,735	30,000	28,847	33,250	29,675	45,677	37%
300-30-36801-0000000	Gas For Generators	1,251	1,200	1,298	1,320	594	1,320	0%
300-30-36802-0000000	Utilities - Water Plants	80,213	82,000	89,857	90,200	71,604	110,000	22%
300-30-36803-0000000	Utilities - WWTP	44,152	60,000	40,738	66,000	44,454	73,000	11%
300-30-36804-0000000	Utilities - Lift Stations	17,369	20,000	18,938	22,000	14,090	24,200	10%
300-30-36900-0000000	Capital Outlay	0	10,000	9,565	0	0	0	
300-30-37000-0000000	Utility Projects - Prev Maint	88,945	76,581	56,704	85,000	166,244	150,000	76%
300-30-37003-0000000	Utility Projects - Impact Fees Transfer to CPI	0	100,000	83,697	1,000,000	0	1,500,000	50%
300-30-37101-0000000	Miscellaneous Expenses - Other	-46,663	0	136	0	300	1,000	
300-30-37102-0000000	Bank Charges	32,668	35,000	20,095	35,000	86,539	35,000	0%
300-30-37202-0000000	Transfer to Debt Service	0	0	67,815	424,540	283,027	425,500	0%
300-30-37205-0000000	Transfer to Capital Projects	402,286	628,469	50,000	503,500	355,667	0	-100%
300-30-37206-0000000	Transfer to Surplus	0	0	0	0	0	74,312	
TOTAL WATER & SEWER EXPENSES		2,285,229	2,486,300	2,571,225	3,979,278	2,285,669	4,281,550	8%



City of Montgomery, TX

Item 4.

Budget Worksheet Group Summary

For Fiscal: 2022-2023 Period Ending: 06/30/2023

Departmen...	2020-2021		2021-2022		2022-2023		Defined Budgets
	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2023-2024 2023-2024
Fund: 500 - Debt Service							
00 - Revenue	0.00	5,486,501.93	625,750.00	563,148.40	956,739.00	794,178.61	899,847.00
50 - Debt Service	0.00	5,714,666.08	625,750.00	649,177.05	956,739.00	834,806.99	895,557.00
Total Revenues	0.00	5,486,501.93	625,750.00	563,148.40	956,739.00	794,178.61	899,847.00
Total Expenses	0.00	5,714,666.08	625,750.00	649,177.05	956,739.00	834,806.99	895,557.00
Fund: 500 - Debt Service Surplus (Deficit):	0.00	-228,164.15	0.00	-86,028.65	0.00	-40,628.38	4,290.00
Report Surplus (Deficit):	0.00	-228,164.15	0.00	-86,028.65	0.00	-40,628.38	4,290.00

DESCRIPTION		2020-2021 Total Activity	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 YTD Activity as of 6/30/23	2023-2024 PROPOSED FINAL	Percent Change FY24/FY23
Fund: 500 - Debt Service								
REVENUE								
500-00-54110-0000000	Ad Valorem Taxes	378,308	485,090	493,382	474,822	463,839	471,847	-0.63%
500-00-54120-0000000	Penalty & Interest	7,448	5,000	1,707	3,000	3,964	3,000	0.00%
500-00-54220-0000000	Transfers - Water & Sewer Funds	0	0	67,815	424,540	283,027	425,000	0.11%
500-00-54300-0000000	Proceeds-Bond Series Refundings	4,495,000	0	0	0	0	0	
500-00-54320-0020210	Bond Premium - Series 2021R	605,566	0	0	0	0	0	
500-00-54410-0000000	Interest on Checking	0	0	0	0	262	0	
500-00-54420-0000000	Interest on Investments	179	0	244	119	1,393	0	-100%
500-00-54500-0000000	Use of Surplus Funds	0	135,660	0	54,258	0	0	-100%
TOTAL DEBT SERVICE REVENUE		5,486,502	625,750	563,148	956,739	752,485	899,847	-6%
Department: 50 - Debt Service								
500-50-56220-0000000	Interest Payments on Notea	75,502	193,250	218,687	254,739	134,086	228,557	-10%
500-50-56230-0000000	Paying Agent Fees	1,230	2,500	490	2,000	721	2,000	0%
500-50-56240-0020120	Interest Series 2012 Prem	86,219	0	0	0	0	0	
500-50-56250-0000000	Principal Payments	455,000	430,000	430,000	700,000	700,000	665,000	-5%
500-50-56310-0000000	Refunding Bond Account	157,687	0	0	0	0	0	
500-50-56350-0020210	Escrow - Series 2021	4,890,557	0	0	0	0	0	
500-50-56360-0000000	Purchaser's Discount	48,472	0	0	0	0	0	
TOTAL DEBT SERVICE EXPENSES		5,714,666	625,750	649,177	956,739	834,807	895,557	-6%
NET SURPLUS(DEFICIT)		(228,164.15)	0	(86,028.65)	0	(82,322.13)	4,290	



City of Montgomery, TX

Item 4.

Budget Worksheet Group Summary

For Fiscal: 2022-2023 Period Ending: 06/30/2023

Departmen...	Defined Budgets						
	2020-2021 Total Budget	2020-2021 Total Activity	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 YTD Activity	2023-2024 2023-2024
Fund: 700 - Court Security							
00 - Revenue	0.00	605.92	3,500.00	784.95	1,510.00	336.22	0.00
70 - Court Security	0.00	2,500.00	2,500.00	2,500.00	1,500.00	1,525.00	0.00
Total Revenues	0.00	605.92	3,500.00	784.95	1,510.00	336.22	0.00
Total Expenses	0.00	2,500.00	2,500.00	2,500.00	1,500.00	1,525.00	0.00
Fund: 700 - Court Security Surplus (Deficit):	0.00	-1,894.08	1,000.00	-1,715.05	10.00	-1,188.78	0.00

DESCRIPTION		2020-2021	2021-2022	2021-2022	2022-2023	2022-2023	2023-2024	Percent Change FY24/FY23
		Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity as of 6/30/23	PROPOSED FINAL	
Fund: 700 - Court Security								
REVENUE								
700-00-74110-0000000	Court Security Fees	606	3,500	784	1,500	324	1,500	0%
700-00-74210-0000000	Interest Income	0	0	1	10	4	1	-90%
TOTAL COURT SECURITY REVENUE		606	3,500	785	1,510	327	1,501	-1%
Department: 70 - Court Security								
700-70-76340-0000000	Baliff Transfer to General Fund	2,500	2,500	2,500	1,500	1,075	1,500	0%
TOTAL COURT SECURITY EXPENSES		2,500	2,500	2,500	1,500	1,075	1,500	0%
NET SURPLUS(DEFICIT)		(1,894)	1,000	(1,715)	10	(748)	1	-90%

Budget Worksheet

For Fiscal: 2022-2023 Period Ending: 06/30/2023

Defined Budgets

Department...	2020-2021 Total Budget	2020-2021 Total Activity	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 YTD Activity	2023-2024 2023-2024
Fund: 750 - Court Technology							
00 - Revenue	0.00	839.07	12,710.00	632.56	1,060.00	497.35	690.00
75 - Court Technology	0.00	0.00	12,710.00	14,999.00	0.00	0.00	0.00
Total Revenues	0.00	839.07	12,710.00	632.56	1,060.00	497.35	690.00
Total Expenses	0.00	0.00	12,710.00	14,999.00	0.00	0.00	0.00
Fund: 750 - Court Technology Surplus (Deficit):	0.00	839.07	0.00	-14,366.44	1,060.00	497.35	690.00

DESCRIPTION		2020-2021 Total Activity	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 YTD Activity as of 6/30/23	2023-2024 PROPOSED FINAL	Percent Change FY24/FY23
Fund: 750 - Court Technology								
REVENUE								
750-00-74120-0000000	Court Technology Fees	828	5,000	610	1,000	443	650	-35%
750-00-74210-0000000	Interest Income	11	0	23	60	42	40	-33%
750-00-74500-0000000	Use of Surplus Funds	0	7,710	0	0	0	0	
TOTAL COURT TECHNOLOGY REVENUE		839	5,000	633	1,060	485	690	-35%
Department: 75 - Court Technology								
750-75-76240-0000000	Contract Services - Computer Website	0	12,710	14,999	0	0	0	
TOTAL COURT TECHNOLOGY EXPENSES		0	12,710	14,999	0	0	0	
NET SURPLUS(DEFICIT)		839	(7,710)	(14,366)	1,060	485	690	-35%

Budget Worksheet

For Fiscal: 2022-2023 Period Ending: 06/30/2023

Defined Budgets

Department...	2020-2021 Total Budget	2020-2021 Total Activity	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 YTD Activity	2023-2024 2023-2024
Fund: 800 - Hotel Occupancy							
00 - Revenue	0.00	2,353.37	12,503.00	3,025.82	12,530.00	2,976.89	0.00
80 - Hotel Occupancy	0.00	0.00	12,500.00	1,800.00	12,500.00	8.00	0.00
Total Revenues	0.00	2,353.37	12,503.00	3,025.82	12,530.00	2,976.89	0.00
Total Expenses	0.00	0.00	12,500.00	1,800.00	12,500.00	8.00	0.00
Fund: 800 - Hotel Occupancy Surplus (Deficit):	0.00	2,353.37	3.00	1,225.82	30.00	2,968.89	0.00
Report Surplus (Deficit):	0.00	1,298.36	1,003.00	-14,855.67	1,100.00	2,277.46	690.00

DESCRIPTION		2020-2021 Total Activity	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 YTD Activity as of 6/30/23	2023-2024 PROPOSED FINAL	Percent Change FY24/FY23
Fund: 800 - Hotel Occupancy								
REVENUE								
800-00-84100-0000000	Taxes and Franchise Fees	0	0	396	12,500	2,947	5,000	-60%
800-00-84110-0000000	Hotel Occupancy Taxes	2,349	12,500	2,619	0	0	0	
800-00-84210-0000000	Interest on Checking	0	3	11	30	30	30	0%
800-00-84220-0000000	Interest on Investments	4	0	0	0	0	0	
TOTAL HOTEL OCCUPANCY REVENUE		2,353	12,503	3,026	12,530	2,977	5,030	-60%
Department: 80 - Hotel Occupancy								
800-80-86200-0000000	Tourism Expenses	0	7,800	0	7,800	0	5,000	
800-80-86300-0000000	Miscellaneous Expenses	0	4,700	1,800	4,700	8	0	
TOTAL HOTEL OCCUPANCY EXPENSES		0	12,500	1,800	12,500	8	5,000	-60%
NET SURPLUS(DEFICIT)		2,353	3	1,226	30	2,969	30	0%



City of Montgomery, TX

Budget Worksheet Group Summary

For Fiscal: 2022-2023 Period Ending: 06/30/2023

Departmen...	Defined Budgets						
	2020-2021 Total Budget	2020-2021 Total Activity	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 YTD Activity	2023-2024 2023-2024
Fund: 400 - MEDC							
00 - Revenue	0.00	1,010,691.72	1,004,250.00	1,208,958.18	1,210,749.00	948,511.33	1,167,000.00
40 - MEDC	0.00	671,946.19	1,004,250.00	552,568.19	1,210,749.00	276,074.33	1,167,000.00
Total Revenues	0.00	1,010,691.72	1,004,250.00	1,208,958.18	1,210,749.00	948,511.33	1,167,000.00
Total Expenses	0.00	671,946.19	1,004,250.00	552,568.19	1,210,749.00	276,074.33	1,167,000.00
Fund: 400 - MEDC Surplus (Deficit):	0.00	338,745.53	0.00	656,389.99	0.00	672,437.00	0.00
Report Surplus (Deficit):	0.00	338,745.53	0.00	656,389.99	0.00	672,437.00	0.00

DESCRIPTION		2020-2021 Total Activity	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 YTD Activity as of 6/30/23	2023-2024 IN PROGRESS FINAL	Percent Change FY24/FY23
Fund: 400 - MEDC								
REVENUE								
400-00-44110-0000000	Sales Tax Revenue	1,002,974	1,000,000	1,182,904	1,200,749	881,478	1,100,000	-8%
400-00-44230-0000000	Interest Income	6,398	4,000	9,259	1,500	55,270	60,000	3900%
400-00-44240-0000000	Miscellaneous Income	1,320	250	0	0	0	0	
400-00-44300-0000000	Events Revenue	0	0	16,796	8,500	6,322	7,000	-18%
TOTAL MEDC REVENUE		1,010,692	1,004,250	1,208,958	1,210,749	943,071	1,167,000	-4%
Department: 40 - MEDC								
400-40-46103-0000000	Public Infrastructure - Downtown Dev. Imp.	103,641	172,250	0	280,249	23,224	90,000	-68%
400-40-46104-0000000	Public Infrastructure - Utility Extensions	0	50,000	0	50,000	0	50,000	0%
400-40-46107-0000000	Public Infrastructure - Transfer to Capital Proj	160,000	160,000	160,000	200,000	133,333	200,000	0%
400-40-46111-0000000	Public Infrastructure - Streets & Sidewalks	0	40,000	40,000	40,000	0	40,000	0%
400-40-46205-0000000	Business & Development - Sales Tax Reimb	257,391	250,000	162,767	250,000	125,000	250,000	0%
400-40-46206-0000000	Business & Development - Econ Dev Grant Prog	20,000	20,000	9,000	20,000	0	20,000	0%
400-40-46209-0000000	Business Development - Dntwn & Cor. Fac & Env En	0	0	0	50,000	0	50,000	0%
400-40-46210-0000000	Business Development - Invest Incentives Growth	0	0	0	20,000	0	0	-100%
400-40-46302-0000000	Quality of Life - Removal of Blight	0	15,000	0	15,000	0	0	-100%
400-40-46303-0000000	Quality of Life - Events	515	32,000	2,559	40,000	13,216	113,200	183%
400-40-46304-0000000	Quality of Life - Neighborhood Water Party	1,180	2,500	2,598	3,000	1,862	0	-100%
400-40-46305-0000000	Quality of Life - Texas Flag Celebration	0	0	0	0	0	0	
400-40-46308-0000000	Quality of Life - Light up Montgomery	2,000	2,849	2,849	4,000	3,559	0	-100%
400-40-46310-0000000	Quality of Life - Mudbugs and Music	6,650	8,000	8,300	8,000	8,000	0	-100%
400-40-46311-0000000	Quality of Life - Christmas Parade	1,258	6,826	6,826	10,000	10,245	0	-100%
400-40-46312-0000000	Quality of Life - Contests / Prizes	217	4,000	31	1,000	0	0	-100%
400-40-46313-0000000	Quality of Life - Events - Equipment	1,921	19,957	6,470	10,000	252	0	-100%
400-40-46314-0000000	Quality of Life - Montgomery Quilt Walk	772	10,000	2,519	7,000	3,636	0	-100%
400-40-46315-0000000	Quality of Life - Montgomery Antiques Festival	4,511	10,000	11,616	12,000	0	0	-100%
400-40-46316-0000000	Quality of Life - Movie Night	1,496	2,500	2,686	3,000	2,854	0	-100%
400-40-46317-0000000	Quality of Life - Fernland Dedication	414	0	0	0	0	0	
400-40-46318-0000000	Quality of Life - Pet Parade	128	5,000	1,344	5,000	0	0	-100%
400-40-46319-0000000	Quality of Life - Montgomery Fall Festival	0	0	8,000	8,000	8,000	0	-100%
400-40-46320-0000000	Quality of Life - Snow in Historic Mont TX	0	14,368	14,368	20,000	13,223	0	-100%

DESCRIPTION		2020-2021 Total Activity	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 YTD Activity as of 6/30/23	2023-2024 IN PROGRESS FINAL	Percent Change FY24/FY23
400-40-46321-0000000	Quality of Life - Lonestar Flag Fest	0	10,000	2,923	5,000	1,000	0	-100%
400-40-46322-0000000	Quality of Life - Downtown Enhancement Proj	2,085	30,000	0	30,000	0	0	-100%
400-40-46338-0000000	Quality of Life - Fall Heritage Festival	0	10,000	0	0	0	0	
400-40-46339-0000000	Quality of Life - Trick or Treat Historic Mont.	466	5,000	1,441	5,000	2,780	0	-100%
400-40-46340-0000000	Quality of Life - Ruck for Veterans	500	0	0	500	500	0	-100%
400-40-46505-0000000	Marketing and Tourism - Brochures / Printed Lit	1,350	4,000	2,783	4,000	1,105	4,000	0%
400-40-46511-0000000	Marketing and Tourism - Website	405	6,500	1,038	6,500	755	6,500	0%
400-40-46514-0000000	Marketing and Tourism - Social Media Advertising	832	3,000	777	3,000	1,284	3,000	0%
400-40-46515-0000000	Marketing and Tourism - Historical Signage	622	5,000	1,550	5,000	0	5,000	0%
400-40-46601-0000000	Administration - Transfers to General Fund	52,677	55,000	55,000	55,000	36,667	275,000	400%
400-40-46603-0000000	Administration - Miscellaneous Expenses	14,896	500	187	500	195	500	0%
400-40-46604-0000000	Administration - Consulting/Professional Serv	18,838	40,000	42,221	0	0	51,800	
400-40-46605-0000000	Administration - Reflective Life	9,500	0	0	0	0	0	
400-40-46606-0000000	Administration - Goat Costume	6,110	0	0	0	0	0	
400-40-46607-0000000	Administration - Travel & Trainings Expenses	1,571	10,000	2,410	5,000	2,771	8,000	60%
400-40-46611-0000000	Administration - Legal Notices	0	0	304	0	0	0	
400-40-46612-0000000	Administration - Trf to Gen Parks & Rec Salary	0	0	0	35,000	15,927	0	-100%
TOTAL MEDC EXPENSES		671,946	1,004,250	552,568	1,210,749	409,387	1,167,000	-4%

<u>Capital Projects Fund 200</u>		
Estimate Fund Balance as of 9/13/23	\$	719,091.26
Unrestricted funds	\$	367,940.62
<u>Restricted Funds</u>		
ARPA Funds	\$	351,150.64

<u>Other Restricted Capital Funds</u>		
Building Funds	\$	717,259.63