



## Notice of City Council Second Regular Meeting

**July 23, 2024 at 6:00 PM**

**NOTICE IS HEREBY GIVEN** that a Meeting of the Montgomery City Council will be held on **Tuesday, July 23, 2024, at 6:00 PM** at the City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas.

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

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

### **CALL TO ORDER**

### **INVOCATION**

### **PLEDGES OF ALLEGIANCE**

### **PUBLIC FORUM**

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

### **CONSENT AGENDA**

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

- 1.** Approval of the minutes as written for:
  - a) City Council Budget Workshop 05-16-2024
  - b) City Council First Regular Meeting 07-09-2024
  - c) City Council Capital Improvement Plan Workshop 07-09-2024
- 2.** Accept the 2024 Second Quarter Investment Report.
- 3.** Approve an Escrow Agreement between the City of Montgomery and Dunhill Builders, LLC. for a proposed Single-Family development on 75 acres, referred to as the Mia Lago Reserve (Dev. No. 2411).
- 4.** Approve an escrow agreement by and between the City of Montgomery and Devpoint, LLC. for a proposed Mixed-Use development on 50 acres, referred to as the Villages of Montgomery (Dev. No. 2412).

- [5.](#) Authorize the City Engineer to complete a Utility and Economic Feasibility study for the proposed Mia Lago Reserve development (Dev. No. 2411).
- [6.](#) Authorize the City Engineer to complete a Utility and Economic Feasibility study for the proposed Villages of Montgomery development (Dev. No. 2412).

## **PUBLIC HEARING**

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

- [7.](#) Hear public comments on the Crime Control and Prevention District Proposed Crime Control Plan and Budget for Fiscal Year 2024-2025 and Fiscal Year 2025-2026.

## **REGULAR AGENDA**

All items on the Regular Agenda are for discussion and/or action. The City Council for the City of Montgomery reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the Texas Government Code Sections 551.07 (Consultation with Attorney), 551.072 (Deliberation regarding Real Property), 551.073 (Deliberation regarding Gifts), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices), and 551.087 (Deliberation regarding Economic Development Negotiations).

- [8.](#) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, APPROVING THE PROPOSED MONTGOMERY CRIME CONTROL AND PREVENTION DISTRICT CRIME CONTROL PLAN AND BUDGET FOR FISCAL YEARS 2024-2025 AND 2025-2026; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
- [9.](#) Discussion regarding a Development Agreement for a proposed 86-acre single family residential project by Morning Cloud Investments (Dev. No. 2403).
- [10.](#) Calling a Public Hearing related to a Special Use Permit application for a paramedical and fine-line tattooing business located at 14375 Liberty Street, Montgomery, Texas.
- [11.](#) RESOLUTION RENEWING THE SERVICE AGREEMENT BETWEEN THE CITY OF MONTGOMERY AND WASTE MANAGEMENT OF TEXAS, INC. FOR CITY-WIDE TRASH AND RECYCLING SERVICES; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
- [12.](#) Selection of a service provider responsive to the submittals received from the Primary Depository Bank Services Request for Proposals published June 20, 2024.
- [13.](#) Approval of expenses for improvements at Memory Park.
- [14.](#) Acceptance of the Lift Station No. 10 Force Main Improvements and commencement of one-year warranty period.
- [15.](#) Discuss extending the terms of office of the Mayor and Councilmembers from two to four years.
- [16.](#) Discussion on the consistent power outages that occur behind the commercial strip on South 105 just West of 2854 (Chic Fil A to McCoys).

## **DEPARTMENTAL REPORTS**

- [17.](#) Public Works June 2024 Report

- [18.](#) Utility Operations June 2024 Report
- [19.](#) City Engineer June 2024 Report
- [20.](#) PD & CE June 2024 Report
- [21.](#) Court June 2024 Report
- [22.](#) Finance June 2024 Report

**COUNCIL INQUIRY**

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

**EXECUTIVE SESSION**

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

- 23. Section 551.071 (Consultation with Attorney): Discuss Town Hydrology Enforcement Options with City Attorney.
- 24. Section 551.072 (Deliberations regarding Real Property): The sale of 213 Prairie Street.

**ACTION FROM EXECUTIVE SESSION**

**ADJOURNMENT**

I, James Greene, City Secretary, the Undersigned Authority, do hereby certify that this notice of meeting was posted on the website and bulletin board at City Hall of the City of Montgomery, Texas, a place convenient and readily accessible to the general public at all times. This notice was posted at said locations on the following date and time: **July 19, 2024 at 5:00 p.m.** and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

\_\_\_\_\_  
James Greene, City Secretary

I certify that this notice of meeting was removed from the City bulletin board on the following Date:

\_\_\_\_\_, \_\_\_\_\_.  
  
\_\_\_\_\_  
James Greene, City Secretary

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

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**City Council Capital Improvement Plan Workshop  
MINUTES  
May 16, 2024 at 5:00 PM**

**CALL TO ORDER:**

Mayor Pro Tem Olson called the meeting to order at 5:01 p.m.

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

Also Present:	Gary Palmer	City Administrator
	Dave McCorquodale	Director of Planning & Development
	Maryann Carl	Finance Director
	Kimberly Duckett	Court Administrator
	Anthony Solomon	MPD Chief

**WORKSHOP AGENDA:**

1. Discussion regarding FY 2025 Annual Budget planning.

Carl: What I asked everybody to do for tonight was to put together some information as far as needs, wants, desires. And so, we're gonna talk a little bit about those. And then this process, from the very beginning, I really want it to be a two-way process where council also gets to tell us like things that you want the department heads to consider, so that we're not left at the last minute trying to scramble and have to pull things out. So maybe I would like to see that process be a little smoother this year. So, I'm going to go ahead and start. Nikki is not here tonight, and she prepared some preliminary things on the general fund administration side. So, I'm just going to let you know a few things that we see coming down. One of those is going to be we're going to need to increase money for legal notices this next year, we've typically been spending more than budgeted. So, trying to bring us a little bit more in line with those true costs. And of course, the more things that we do the notices we have to put in the paper. So, the other thing that is increasing, of course with more development, is recording fees. So, we'll have a slight increase in that increase in legal fees, these are all types of activities that happened. touched on it the other night, a little bit of an increase for that referent or those propositions in November. So, we'll have a little bit of an increase there. And then we know that well, I know from the finance side, we have a couple of software items. In last year, we had looked at being able to implement a budgeting software, which also would provide a public facing digital budget book for the citizens. And in exploring that process, we discovered that when I thought I could go in and just redo some of our numbering schemes that we've talked about, it's a little bit bigger issue than that. Tyler actually would need to do what's called a GL conversion. And it's about an \$8,000 expense. They don't expect will suspend before 8,000. Because a good portion of that, at least a third of that is training, and I don't need the training, I just need our GL structures correctly. Because what that does is allows us to pull things by report groups, we talked a little bit about that, right, you can change the wage number all across and, and let the system work for itself. So, if we're able to get that accomplished, then we would like to be able to look at that budgeting software and including the public facing budget work. It would make things tremendously smoother during the whole process and reduces a huge portion of human error, because we're...

CM Fox: What software?

Carl: It's through clear gov, and there are several cities that use it. I can tell you Waller uses it because I built theirs out.

Palmer: Roswell uses it.

Carl: But there are a lot of cities that use this, I think as well. There's all kinds of added features that come to it. There's like a transparency piece. So there's all modules you can add to it. But that budgeting process it while there's a budgeting component in INCODE is not as fluid as something like this. So, so that's something else we're looking at. So that's what we're...

Mayor Pro Tem Olson: How much does it cost?

Carl: To do the budget piece of it and the public facing book is about \$13,000.

CM Fox: But that's not the whole program, right?

Carl: Well, like I said, it's modules, right? So the more you bundle...

CM Fox: You can add em.

Carl: Yeah, we can add the transparency piece. Really like those would be the three you would do the budget, the budget book and then the transparency piece, so...

Mayor Pro Tem Olson: That's all in \$13,000?

Carl: The two modules. I don't have the transparency piece in there, but it would, it will add, I think the transparency pieces like \$4,500, but we would like a bundle discount.

Palmer: Is that a that's a public facing?

Carl: No, the budget book is public facing the transparency piece is actually a piece where, like you upload your checklist with your list of process checks every month. And so that piece is out there.

Mayor Pro Tem Olson: People can see them?

Carl: Yeah. So on the public works, and water sewer side, Mike is he's asking to put back in the contract labor for streets. We took that out of the general fund budget last year, put it into capital projects. And there's just resulting in not getting done because there's so much money being spent on capital projects. And so, it, it just came down to not getting done. So, we're going to look at trying to put that back in. He's also looking at requesting that new position that he discussed last year, the Public Works Coordinator. And then if that position is added, he would be looking at adding one truck that would be split between the two funds. On a positive piece, sludge hauling is gonna come down. So he's super excited about that, because we're on the water operator and things they've done are decreasing that cost. So, he's excited about that as well. And on the vehicle side of it, we're looking at other options instead of just outright purchasing, exploring some options, whether it's through like a national kind of financial lease through a

government friendly organization, we met today also with an enterprise fleet management. And so, we're exploring those options on both the PD side and public work side. So that's kind of the big picture, other kind of things that we have right now. And then I'll turn it over to you all here to see what other extras you have in yours.

Duckett: Just basically wanted to kind of up in my, in the computer technology funds, we can add new computers for myself and my clerk, and there's probably gonna be some new computer technology, we're adding new income programs to help the court process a little bit smoother as far as like taking on payments, and being able to send out mass text messages to defendants for court dates and things like that. And continue to maintain my third position that we are building now. And just having extra funds as far as for the new services program, that we're still building the components with Tyler, that should be happening here in a couple of months. So, once we finished those things it's still good in the numbers on that we just have a few preliminary numbers right now. But it shouldn't be anything outrageous. That's it for the court.

Solomon: As far as what we're looking at, as Maryann talked about, we're looking at a couple of different ways of looking at vehicles that won't cost anything across the board. I think I've given her one a couple of weeks ago. And then we met with enterprise today. I think enterprise will, it would be good for the city because it also dealt with public works in most cities than it did with emergency vehicles. And so we'll get those numbers and then we'll come in and kind of present you guys how that looks. And it's, it's actually a recycle thing. And it's also it's almost like trading that car and get that money and put it back so you guys will get a chance to take a look at that. We're also we're gonna we need to move away from Tyler. Tyler, as far as it comes with the RMS, the case management sections and in a team of key like standalone. We have a reoccurring cost of that of \$17,000 a year. We're looking to go Spellman which is what the county has. It gives us everything we need. And that will save us about \$10,000 a human on reoccurring costs, because let's just change costs about \$90,000 and then we go into here, we give you about saving about \$10,000 each year because this one right now \$17,000 and it's, it's virtually not doing us any good.

Mayor Pro Tem Olson: What do you use that for?

Solomon: We use it for our reporting, our case management, and also our standing on TLETS, which gives us access to running people for warrants and things of that nature. And those warrants were just not being filed, but that's what we're coming with with with says that we're working on his way so that will give us a broader look at looking at top.

CM Fox: What's the name of it?

Solomon: Tyler.

Mayor Pro Tem Olson: That's who we use now.

Solomon: Oh, I'm sorry, Spellman.

Mayor Pro Tem Olson: So 90,000?

Solomon: Then we're looking at we're changing the computers in our cars to Dale's, we've made the change with the exception of how much of that six seven exception about six we've already made the changes just through the funds from from last year. So the new two new cars we've got

come in spend Equip for the cars that we have now have already been equipped with Dell looks like we'll need to put about six more than it's about \$13,000.

Mayor Pro Tem Olson: Who did we use before Dell?

Belmares: GTech. They're located in California, we haven't had a lot of luck with repair service and customer service when it comes to...

Mayor Pro Tem Olson: How long were they lasting?

Belmares: GTech, four maybe five years.

Solomon: They have been pretty good. Price has definitely been a lot better price. They've been able to lower them, we've been able to lower the things we've needed. Long as you're not throwing them around.

Belmares: Their Toughbooks series is yeah, we're gonna we're using the Toughbook series kind of like what Gtech has, it's compatible to Yale. But they've seen the function. And you know, they're newer, so they're the insides are faster and more efficient.

Solomon: And the other items that we're doing, we've got grants, so we don't have to do anything until we until we do with those grants.

Carl: Alright, so the question becomes, is there anything that y'all have? I know that you've had a workshop with Gary this year, about priorities. Is there anything in that list that is...

Mayor Pro Tem Olson: Where do we stand on the compensation study?

Palmer: We haven't even touched it. That is what Maryann and I were talking about earlier. So, this is kind of just a list. It's my folder list of the priorities that we established last summer. Here's the, where is class comp? So, I've done a little bit of research, but obviously not much. So, we haven't even haven't even touched it. We're probably not going to have enough money to do that in our consulting line item this year because of the planning project. But I can still pull off our field suit comes back. And then we're doing this one. Kind of did that one that was when we put money in for the picnic last week. Two weeks ago, was that last week? This one we're doing good. This one is on standby we talked about for doing the recodification Municipal Code, which is separate from the zoning and subdivision regs. This is still outstanding and that's more of a, it's more of a EDC item working on this haven't started that yet. And yeah, that's it.

Mayor Pro Tem Olson: When is your contract up for renewal?

Palmer: January.

Mayor Pro Tem Olson: I'm in favor of Mike moving his streets back to him if Chris keeps eating up his money. That's always on my agenda is to fix the streets.

Carl: It's on his too.

Palmer: So I guess, to Marion's question. We need to consider some of these items, whether we want to continue working on these or not, because obviously, this is bandwidth. I don't need a decision tonight, but just maybe just put it in your heads and...

Mayor Pro Tem Olson: So what are we working on?

Palmer: Well, this one. This one. This one. And kind of that one. And this is internal.

Mayor Pro Tem Olson: Yeah. What about the service contracts?

Palmer: Yeah, that's just, we wanted to compete all of our service contracts. That's everybody engineering. City Attorney. We just hadn't had a chance to get to that yet.

McCorquodale: I did a little bit of research on building permits.

Palmer: Yeah, building all that.

Mayor Pro Tem Olson: What do you guys think?

CM Fox: Is there things that you want to work on?

Mayor Pro Tem Olson: There's four of us here. Asking your opinions.

CM Fox: To me it seems like they are all viable.

Palmer: Well, yeah, the two the two that are probably most impactful in the budget would be the Municipal Code recodification and probably the competing the service contracts.

CM Langley: And that Municipal Code recodification is not in either one of those other programs?

Palmer: Well, it's a generator to the budget. So recodification I'm sorry, Carol was what was the question?

CM Langley: That is not in either one of those plans that were working?

Palmer: Some of it is not, not all of it. But there may be some sections of our municipal code that need to be reviewed and updated. I just don't know what sections we need to look at.

CM Langley: So if we're paying for it later, then we should just wait and not put it in there.

Palmer: I think that I think the Municipal Code of taking away the most critical one is the one that we're working on the municipal code update. I think that can wait. We're not I don't think we're having a whole lot of issues with our municipal code. So that one, I think, can wait. The service contracts I would love to get to that. I would love to get to that but its a matter of finding the time, and then of course, it's bringing these to you guys. And it's all, all of this over and over again. So, it's, again, it's bandwidth, class compensation study. That's important. I don't think that would take a lot of bandwidth but that's going to be impacted to the budget. I think we estimated maybe 40. Probably anywhere between 20 and 40 for a class comp study.

Carl: And it might not be that much based on our size.



Palmer: Yeah. Yeah, I'll throw out an RFP on that I've been meaning to do that anyway just see what comes back. And if it's something we can work with with we start drilling down with the numbers then we'll put it in the budget and if not, I'll spring to you guys and let you know. So really, out of all the all the priorities we had in the summer we're working on probably half of them the other half are either pending or upcoming. Guys are watching Netflix.

CM Langley: That got somebody fired once upon a time.

McCorquodale: It's the place to be I just want to say that out loud. All those smart ones, they just had that stuff just comes in there whether you got it or not.

Palmer: Yeah, I'd say the biggest factor is just time. It stinks.

Carl: That helps us too though. To be able to look at this and say, Okay, we need to put some money in the budget if these things are going to cost us money. Yeah. financial policies, cost money. It's just time.

Palmer: Are there other things you guys have been thinking about over the past year that maybe we should be looking at that we didn't get on this list?

CM Fox: I think my whole thing is like these new programs, complications, let's just make sure that we implemented and it goes forward and doesn't stop.

Palmer: Okay, was there anything else you wanted to cover regarding budget? You want to hit that second item.

## 2. Discussion regarding RFP process for bank depository.

Carl: Second item, this is an informational piece just to kind of be aware of what we're looking at. So, with public funds, we are required to have a depository services agreement. And that agreement, at maximum can be a five-year agreement. Our current agreement is from 2005. So, we are moving forward quickly on this process, because we need to be in compliance and rather be in compliance before the new budget year, for audit purposes. So, we'll be going through this process. So, I gave you all just kind of a draft of this, we're gonna be getting it over to legal, it's a really standard thing. The idea is to be able to go out and get the best interest rate for our money and make sure that we are getting a fair pricing on any fees. I don't have any problem with first financial, it's just that we are severely out of compliance. And so typically, in this process, once we advertise, we will have the RFP up on our website. And I will also provide all of the local banks with an email and let them know that we're going through this process. So, they will be invited to participate. And then, once the, once we get the sealed bids in, we've got a scoring system that we'll use. And we'll it's usually pretty straightforward.

CM Fox: It would just be the banks within the City Limits right?

Carl: Because we have so many banks within city limits, there's no reason for us to consider banks without a branch here. And you can do that. That's allowed under the statute. So you could kind of argue that makes that Hello, the location. The the nature of this one is a little bit can be a little bit touchy because sometimes, I mean, y'all have relationships with people at banks here, right. So, it'll be really important once we kick off this process, that there can only be one city contact for this, while there can be you can have multiple city contacts, which you have to

outline who your city contact is in here. And so, it can't, there can't be a whole lot of discussion happening other than to let them know, hey, the city is going through an RFP process right now. If you're interested, check it out. But if anybody you know, reaches out from any of the banks, to anybody, staff, council members, whatever, just refer them back my way and be because we have to post any questions that are asked. So, if they asked us questions, we have to respond, post those on our website so that everybody has access to it. But yeah, I've been trying to figure out where this contract was, from where I started and finally, to be able to get the bank, I was like, I am going to need you to put this in my hands because I can't put my hands on it here. And when I saw that it was from 2005. Dave pointed out that that was a human being it would be graduating from college. So, we need to get that changed. But if anybody has any questions about the process along the way, let me know.

CM Donaldson: So who gets the RFPs?

Carl: They'll come to me.

CM Donaldson: Oh, they'll come to you? We post the notice and the banks that see them can respond?

Carl: Yeah, and we post a notice new things to see the notice getting respect. So we have to publish it in the newspaper. So, we'll publish it in our our local newspaper. And I will send them out. Because we have so many makes scenario open duty it was but we actually make contact with those banks and let them know because maybe they're not reading the newspaper on that publication date. So, he lets them know that we have an open RFP for depository services, and then they can choose whether they'll respond or not. It'll be open for approximately 20 days I think so, so they can get notice of that.

CM Donaldson: So they can notice other than just the newspaper?

Carl: Yeah, the newspaper is the notice it will be on our website. So it'll be on the website. And then like I said, all the branches that are here, local, they'll get an email from me. And if I don't have an email, I'll do a visit of, hey, go to our website. Because we do have this open, because we want to encourage we want the as many applications as we can have. It's really rough when you go through that process, if you get one respondent been there...

McCorquodale: Maybe that's why we're using First Financial.

CM Langley: You never know.

Carl: Yeah. Carl and I actually had been, we've been approached by one of the other banks, and asking, you know, hey, if you ever go out for RFP, we want to compare any depository services, we want to help you out. So, so we're gonna see, see what we get. So you're gonna expect that to come to you, in July, for approval. The second Council meeting in July is the timeline that we have currently established.

Palmer: So counsel hasn't seen this since 2005? Ok.

CM Donaldson: And we were supposed to do it every five years.

Carl: So yes, the maximum length of a contract is five years. Typically, you go into a three-year agreement with extensions up to two years and one-year increments. And when you trigger that

second extension, that's when you also trigger your process for the next year. The most difficult thing, as you can imagine, in this process, is, if it's not First Financial, who provides us the most sound agreement, to transfer everything to a new bank is difficult when you are you're not taking a break, right? Like you can say, okay, we're not gonna write checks for a month, we're gonna let that account go now, and then we're gonna start over here. So it's a little bit tricky. Typically, the window to do these is about nine months. And there's usually an extension option within your agreement, like, like I said, that last year of your agreement, normally at about the nine-month, point, you would start your process so that you can go through the transition

Mayor Pro Tem Olson: How many accounts? 23?

Carl: We will not have 23 accounts. So, this, this is kind of one of those first things, that's going to be really, really nice. Because according to that full cash environment, we will be able to reduce the number of bank accounts that we have. It's also it's also advantageous of us to be able to have some investment account at the local bank as well, it's just a just is it's good for cities, like it's good for the image of the city, and the relationship with your bank. And so, if they're able to provide some sort of competitive interest rate, my last city, we were able to get four basis points higher than TEXPOOL, because of the volume of funds that we had from a local bank. And so, there's those options, there's all sorts of sweep options. So, if there's an option for us to be able to keep more money here, say for instance, right now, we could gain more interest locally, and it's easier, more readily accessible for projects. So yeah.

CM Fox: First Financial, probably 20 years ago, they were the only bank.

Carl: And like I said, I don't have a problem with that them at all.

CM Donaldson: So we have everything with First Financial? I thought we had someone else.

Carl: You do all the investments are with TEXPOOL. So those are not I mean, they're strictly investment accounts. We can't you know, write checks on those or anything. So we can do a wire from them to our first financial account if we need funds.

CM Donaldson: They won't change?

Carl: TEXPOOL can't. No it's an investment account. They're not. They're not accounts that we can write checks off of.

CM Langley: So when you Get these income on July the 23<sup>rd</sup> to Council, will you have like a comparison charts?

Carl: You'll get the evaluation criteria three and see exactly what you'll get the name of the institution, and then you'll get their scorecard. So, yeah. So that was all I had.

CM Langley: I know that one of the banks that's outside the city, he used to work at First Financial. So I saw him the other night. And he reminded me again.

Carl: Let him know there will be a phone call.

CM Langley: But you are outside of the city limits.

Carl: That's right, the priority to and yes, priority can definitely be based on that. They get a score for that, yeah. And there, for before I got here, the city was doing remote deposits. I'm not a particular fan of remote deposits, primarily because I don't want to be the one responsible for maintaining that paper check. And, most days, we have some cash element that has to go to the bank, so I can't remotely deposit cash. So, it's, it just makes sense. We don't have a huge volume, we don't need lockbox services, we don't need armored car, we don't need those kinds of things. So, to go outside of the city is kind of silly, because it would be a further drive for our folks to take on. So, if you have any questions along the way or whatever, just let me know.

Palmer: So this will be coming back in July?

Carl: Yes. We anticipate, if I can get it all through legal and have everything ready to go for publication The week of June 17. And we should be on track for that July 23. Meeting. The I'm not 100% Sure. And there'll be an August 1 Start. I'm thinking it's going to be a September one.

Palmer: Cool. We'll get started as soon as Matt gets here. You guys have any other questions on the budget? Any capital projects, anything?

Mayor Pro Tem Olson: This is a budget kind of question. We still have to capitalize on the trademark of the home for the Montgomery, for the birth of the Texas flag. What brought it to my attention, I flew my parents down just last week and I wanted to go to the shops. And one of the things my mom asked me when we were done was where can I buy something that says Montgomery Texas? And I said you can't, because we looked in every shop downtown and there isn't one.

McCorquodale: Maybe something in Brookshire's over by the pharmacy.

CM Langley: That was the one was that steakhouse right there

Mayor Pro Tem Olson: Nothing in this town. But we're not capitalizing on it we should be.

CM Langley: Where the Richard Tram get all that stuff that he brought up to city hall?

McCorquodale: I think from Becky. They were ordering and baking and printing doing all sorts of little trinkets. Yeah, yeah, so we did not we didn't do anything with the goat we didn't it's a different it's not a trademark maybe a copyright we didn't copyright that go but we did get the trademark or the birth of insects back to your point trademark. Like the premise that they issue those to us for trade. Like that's the fundamental view so it would be good if you know whether we're licensing this you know trademark out or you know doing it ourselves but some component of using it for its purpose is probably going to help us just you know maintain it because you have to renew it every few years. So, it's not a forever thing you got to show and at least have an intent that yes we're using this so.

Mayor Pro Tem Olson: Can't just hold on to it.

Palmer: Its, you said license, so that maybe we can license some specific shops to sell it sell shirts with our logo on it.

CM Langley: I think Thomas printing has stuck over here this is every Texas on it I know spirit industries does.

CM Fox: Yeah, Spirit Industries does.

CM Langley: They used to have all kinds of stuff.

CM Donaldson: I would like to see that thing up on the wall updated.

McCorquodale: A new logo? For city seal?

CM Donaldson: Yeah. City seal. I was thinking about you know we can offer to educational institutions to try to...

Palmer: Do a little contest?

CM Donaldson: Yeah, have a little contest. But you know give the one we like a small...

CM Fox: Wait, have a contest to change that?

CM Donaldson: Yeah, set up a new seal.

CM Fox: I don't think there is anything wrong with it. still there with the seal on it

McCorquodale: Can the logo kind of we've got a little kind of an informal logo, you know, the one that EDC Did you know, that says birthplace of the Texas flag, we that was kind of one of our supporting things for going for the trademark was here. Here's us using this on our letterhead. So that logo is a bit more informal. And those can change, you know, more typically than a city seal. City seals are hard. I rarely see those change. But you know, the new kind of logos and things kind of branding elements, those are kind of easier to you know, to come up with a new one that, you know, everybody can latch on to

Palmer: I'd say one thing we need to work on at some point is this website. This website updated.

McCorquodale: You know, I thought about having a little meeting with James when he gets in here and gets his seat warmed up. I'm gonna familiarize him with what he needs to do on this website to get it. There's a lot of stuff you know, just update stuff. You got to reach out to them you know, you can't, there's some stuff you can change. And there's some stuff you just got to spend the time to get on the phone with them and wait around for Pay for service and I thought about yeah there's some there's few items on there to clean up.

Palmer: Not a priority. Yeah something we need to look at at some point. Okay, because anything else on the budget I'm going to cut these guys loose and we'll just wait on Matt to get here and get in and out. We're good Casey?

Mayor Pro Tem Olson: Yep, we're good since Matt gets here we'll we can stay here actually. Thank you very much everyone. Drive careful.

### **Executive Session:**

3. (551.071 – Consultation with attorney) Town Creek Hydrology Project

### **Adjournment:**

Submitted by: \_\_\_\_\_ Date Approved: \_\_\_\_\_  
James Greene, City Secretary

\_\_\_\_\_  
Sara Countryman, Mayor

City Council First Regular Meeting

MINUTES

July 09, 2024 at 6:00 PM

**CALL TO ORDER:**

Mayor Pro Tem Casey Olson called the meeting to order at 6:01 p.m.

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

Also Present:	Gary Palmer	City Administrator
	Dave McCorquodale	Director of Planning & Development
	Maryann Carl	Finance Director
	James Greene	City Secretary
	Alan Petrov	City Attorney
	Anthony Solomon	Chief of Police
	Mike Muckleroy	Director of Public Works
	Chris Roznovsky	WGA Consulting Engineers
	Rick Hanna	Building Code Compliance Inspections
	Daniel Gilliam	Tri-Point Homes Developer
	Levi Love	L2 Engineering

**INVOCATION:**

CM Donaldson gave the invocation.

**PLEDGE OF ALLEGIANCE TO FLAGS:**

Pledges to the American and Texas Flag were conducted.

**VISITOR/CITIZENS FORUM:**

No Speakers.

**CONSENT AGENDA:**

1. Approval of the Minutes as written for:
  - a) Joint City Council, P&Z, and MEDC Workshop 01-27-2024
  - b) City Council Second Regular Meeting 06-25-2024
  - c) City Council Special Meeting 07-01-2024

Greene: Council, if I may, um one note that I'll make, um for the, uh, for the regular meeting, I think it was the regular meeting. I made a change since, uh uh since I've sent you the council packets. Uh the only change that I made was to the executive session and that was adding the topics of deliberation. That was not on there when I originally sent the packets. Other than that I have made no changes.

CM Langley: One of the, uh, sets of minutes, I saw where Sara was at the meeting. But she's not signing the minutes. Is that correct?

Greene: So, if she's not sitting here, uh the signing of the minutes would go to Mayor Pro tem.

CM Langley: But she was here, correct?

Greene: At that meeting for the minutes? Yes, correct.

CM Langley: Okay.

Greene: So, because you're, because you're passing it tonight and she's not here, the Mayor Pro Tem will sign just because she's not here.

CM Donaldson: Explain to me again what you said about the executive session being added.

Greene: If I remember correctly, it's from the June 25th meeting. Um there was an executive session in that meeting and what I delivered to you in your packets did not include the items of deliberation, the topic that would go in the agenda, and so I edited the minutes to include those under the, yeah it was the, it was the 25<sup>th</sup>, uh June 25th regular meeting. Um, I added uh topic number 19 or item number 19 and 22 executive session, the topics only, which were, um under uh the exception 551.071 consultation with attorney potential litigation Town hydrology update and next steps and item number 20 under exception 551.074 Personnel matters discussion with City attorney regarding legal aspects of the organizational structure.

CM Donaldson: I wasn't under the impression that we publicized what went on in the executive session.

Greene: we do not. But the topics are publicized, and that's what I added.

CM Donaldson: well I'm just asking because that's not what we've normally accustomed to

Greene: The discussion in the meeting is not added into the minutes. Uh the discussion in executive sessions are actually in certified minutes, um that are not, um published to the public. So what I'm saying, just so you're clear, um I include the topic of deliberation and the topic of deliberation only and that, and that's what I added into that because I had not done that before I sent it out to you.



Petrov: And that was on the agenda. So, if that was already public information and it's required to be on the agenda if that, you know, you have to tell people what you're going to talk about but not the substance of the conversation.

CM Donaldson: Okay.

CM Fox made a motion to accept the Consent Agenda with the corrections made by Greene and the motion was seconded by CM Donaldson with all Councilmembers voting, AYE. Motion carried.

### **CONSIDERATION AND POSSIBLE ACTION:**

2. Consideration and possible action regarding a Development Agreement between the City of Montgomery and Tri Point Homes of Texas, LP. (Dev. No. 2410).

Mayor Pro Tem Olson: I'm assuming Chris you have some information?

Roznovsky: Good evening. Uh if you have so this agreement was sent out to you all previously there were some changes that were made earlier today very minor they have some extra copies what I'll do is I'll hit. So at the last council meeting we talked about the points of the agreement so I go through on how this is worded in the current version uh that's here and then also the developer and his engineer here to answer any questions that may come up from the discussion, and we'll go from there. So, uh again hitting the hitting the high points of what's in it, really comes down to you know the the improvements that they're making so the off-site waterline, uh which is the Lonestar Parkway East Side Lonestar Parkway water line, the developer will pay for that line they'll do that funding it through the city like we've done the red bird lines and polty and other offsite utilities, uh he would pay for that up front the city would give impact fee credit against that cost. Roughly the cost of that line is \$400,000 their impact fees are a little bit less than that. So it would get up to that impact fee, for the offsite water. For your oversized waterline uh portion so as reminder through their property we one of the requirements is they upsize the waterline they need an eight, have them upsized to a 12 to create another waterline Loop uh the city you have a provision in ordinances for paying for oversizing so you pay the cost difference between the two U again lane plans are subject to change is all based on bit amounts but you're probably looking at the 75 to \$85,000 range for that upsizing. Uh so that's in here that they would it as an alternate, and then you see it and we pay it back after it's accepted. And then getting into the lift station so this is the one that had kind of the most discussion on it regarding the cost share. So the way that it is so the two options that were discussed previously were a 50/50 upfront split front end of the project, or a payback over time uh which the term five or the term of five years came about and a higher pro rata. So, the, and this isn't in front of you. So right now we're looking at a total estimated cost of the project at about \$1.5 million with a good amount of contingencies on it to give us uh some wiggle room. So if you were looking at a 50/50 split up front you would be looking at approximately \$775,000 in your next year's budget to pay for that project cost. So the way that this is written is on the finance option so when we go back and we look at the program at a share of the lift station so in the feasibility study said that this developer used about 32% of the lift station capacity so when we default back to that you split it

based on a pro rata, you have a total share of the city of about 1,050,000 if you break that over 5 year period looking about \$210,000 a year over 5 years which the way that this is written is that first payment is the one mark and then subsequently thereafter. Um so that is this agreement is is written is a 32% uh the final pro rata shares to be calculated you know sizing changes Etc will be readjusted but roughly about 32% over a 5 year period which would be approximately \$210,000 a year versus 775 in one year.

Mayor Pro Tem Olson: So the 210,000 I'm assuming, just to make sure I understand, that is financed by the developer and we pay them yearly?

Roznovsky: Correct. So developer pays The Upfront cost City reimburses them annually up to a total amount of a million 50, versus the other option that was considered was a 50/50 upfront cash split which would be a total cost of \$775 so for \$275,000 U financing it over five years you pay obviously more \$275,000 more to the total project cost but your first year cost is half a million dollars less.

Mayor Pro Tem Olson: Or if we choose to hold off on the development agreement, we can, they can come back at a later date?

Roznovsky: What was the question?

Mayor Pro Tem Olson: If we choose to hold off on the development agreement we can come back at a later date?

Roznovsky: If you don't take action on the development agreement this is all subject to change. Then the last two items um that that we discussed that were out of the ordinary I'm skipping over annexation there's no variances all that's relatively standard were the we talked about the road improvements uh we talked about trails and we talked about the mud so apologize three three points. So Road improvements they're back to the original Lane plan so they're not providing the oversizing as we discussed and the stub out for the larger Street to connect through based on council's uh direction at the last meeting uh we do have a a a bullet in this agreement for pedestrian improvements Mobility that they to follow the city's design manual which require sidewalks on both sides of the street. So that is in here. And then there is a clause as well that gives them the option for consenting to them either joining a existing mud or creating a new mud. Ao those are the main points, I'll gladly answer questions that you have. And again, developers here to answer, um...and asfar as timing goes and so Daniel can can sign this you know they're looking to underwrite the deal uh very soon and they need this agreement in place to be able to get that in place and so they're kind of under the gun to get an agreement agreed upon so they can move forward with getting the deal of finance and forward with the development.

Mayor Pro Tem Olson: Yeah, unfortunately we haven't looked at our budget for next year, um this would be Capital, would this would that 210 it's 210,000 right?

Roznovsky: Correct.

Mayor Pro Tem Olson: Would that go out come out of the capital budget?

Roznovsky: The 210 for the cost share. So the yes and the version that we sent out a new version this afternoon we put that 210 in there and the 5,000 show but you have not approved a budget with that yes.

Mayor Pro Tem Olson: We don't know what our budget looks like yet.

Roznovsky: Not I mean there is planed to that lift station but not in next year's budget.

Mayor Pro Tem Olson: How soon do we how I obviously I know the sooner the better for youall but just to be upfront and honest how soon do you need to know?

Gillihan: Today is, what we're working on. And that's we've got for us on the. Daniel Gillihan, appreciate yall's consideration. For timing wise, we're under contract our feasibility ends at the end of this month, for us we're a publicly treaded company I've got to send it to land committee we've got to have entitlements figured out for that tax to go in and so this would cure the entitled element of the city. And so we talk that there's concern on the financing of lift station if it's you want to go back to the 50/50 verse I think we can do a conditional approval. If the council likes to do that it doesn't have to be final on at this point, um it could conditionally approve subject to you the city agreeing to the city agreeing how that lift station is financed for us I think if it's looking at one of those two options we can underwrite that but we are looking for for some action that we can move forward with get the right package

Mayor Pro Tem Olson: so so my issue is is it'd be very0 irresponsible for us to make a decision not knowing if we have the money to pay you so spending money we don't have is is not something that we're going to do. So for for me to just say oh yeah we make that decision right now I can't I mean not not honestly I can't make that decision maybe the rest of the council is more comfortable with it but.

CM Langley: When did you have us owing that first 21?

Roznovsky: So the way that the agreement is currently written is one year from the date of the agreement. So that's when it's the final executed version which I believe now correct or wrong was until they closed on the property or would it be effective as the data councils so if they approved it now would that be today or would that be when they closed on the property?

Petrov: That would be today.

CM Fox: So we would have one year.

Roznovsky: The other way, so potentially and that Daniel would be open to this is so a lot of the the wording on here a lot of things are based on the completion of the lift station and the completion of the kind of the the acceptance of the infrastructure so you know that would put you know one year from that project so it add obviously time to it it's still the same concept of committing budget. I don't disagree with that but just from a timing perspective because the other thing again now think of how this is written if they

don't start right away they have needs to be tied to when obviously they the lip station work is completed um which wouldn't be next FIScal year just by the time you design and construct it.

CM Langley: so we're going to discuss Capital Improvement plan in a workshop after this when would these Capital Improvement so they would be approved with the budget which is going to be the end of August right?

Palmer: Yes. The CIP doesn't need to be approved with the general fund but in in concept yes you would have to you would have to tacitly approve yeah these numbers in order to move forward with your CIP. But we don't go through a motion where we approve a CIP along with the budget two two separate right process.

CM Langley: True but I'm just trying to figure out how how long is this man going to wait for us to let him know that we'll approve his agreement

Mayor Pro Tem Olson: We we're basically committed to his agreement committed to it if we approve it right now whether we whether it just has to be has to be built into the budget at that point because we're contractually bound to it.

Roznovsky: The way the form here we'll see when we get to the CIP budget I modified that earlier today so all your committed projects are priority one. MSD water line will show lower, but you're you have a contract you're paying for that that might happen this fiscal year but anything that is a contracted amount of dollars from the city would move into this fiscal year you have to put this on the budget to answer your point of okay here are bus dudes by contract here are and then we know what we have right so right now we have it lower in the priority 4 because it's not an approved don't have for contract so it's do you approve the budget without the agreement or approve the agreement and put it in the budget all right.

Mayor Pro Tem Olson: So, like I said, it's very difficult for me yeah this is important versus something because I don't know what's on our budget plan it's very difficult to just make that statement to say yeah we want to do this I need to see more information of what we have coming up.

CM Donaldson: I'm in agreement I don't see what 14 days is going to ur them we can do it next Council session and you know besides I'm not happy about all the interest we've got to pay if we pay it out over a five-year period um.

Roznovsky: There just to answer that question there is no it's just a straight cost of your PR so the financing is held by TriPoint homes so Tri Point finances it pays for the project up front and then you're paying your Pro rata share at a set per so they're borrowing the money or they're paying out of cash it doesn't affect the city you're paying back based on the actual cost of the project.

Gilliham: That's correct. There would be no interest to that project.

CM Donaldson: That's not the way I heard it.

Mayor Pro Tem Olson: Well it doesn't. The math doesn't add either so if 775 up front or 210 a year for 5 years that's not the same number.

Roznovsky: it's not so it's either 50 a 50% share up front or 70 68 32 where City carries more of the cost over a 5 year period I.E. your financing it.

Mayor Pro Tem Olson: Yeah, so we may not be calling it interest but you can call whatever you want

Gilliham: Based off pro rata share. So truly the the 32 would be based off our connections to the other station so we are building I got you 68% of lift stations for you.

Mayor Pro Tem Olson: So your you're giving us a credit if we pay more up front.

Gilliham: The 50/50 be a credit 32 would be more pro rata

Mayor Pro Tem Olson: No that makes sense. Yeah, I appreciate it. That's great. I just didn't understand. So now I do. I'm still I'm still at that point of I need more information. Not from you, of where we sit with everything else we got to do.

Love: So, I got a question. I'm Levi Love with L2 Engineering. So it sounds like a little bit of the chicken or the egg. If it's already committed, it goes to a certain spot. Would a conditional appr approval or subject to to help us at Least say we have some cooperation and and we know we're headed that direction but it gives y'all you realize there's a number off or you know \$2 million project somewhere that you weren't aware of and I can understand where you're coming from is that something we can look at just this just us the next Step to the title.

Mayor Pro Tem Olson: So, Gary have you looked at the preliminary capital budget? What does this do to it?

Palmer: I'm sorry?

Mayor Pro Tem Olson: What does this 210 do to it?

Palmer: Not much. I mean I would look to Chris for a recommendation on whether we should move forward with it or not and then maryann if that's something that's of concern to you um any input you might have. Chris do you have any concern at all about this?

Roznovsky: So, I think that in terms of the benefit when you just take away the development take away the benefits of this project and the waterline loop on the east side of city which helps the because right now all water to get out to Hills Town Creek has to go down Pond street and go out um so when you take away the development portion I think this is a much needed project U to do and it's something that was that's been on the list of capital project and this is a of a public private partnership to get that done okay and lift station number five is I would say arguably the worst or second to

worst lift station in the city um that you know it's in from a location access condition standpoint it again is high on the list of lift stations that need to be addressed and this is you know again outside of the city taking the full burden a good public private partnership to to do that I also think that when it comes down to the concern of when that first payment is and how the fiscal years lie I think at least in con sounds like that we can work on that timing and say okay this will not be a fiscal year 25 likelihood when this this cost is incurred is not going to be until late fiscal year 25 that that time period is so um you know potentially there's it can push so this is not paid by September 1 of 25 this pushes into following so we can split that cost over two years and they're starting to get some of their ad valorem though small at the time

CM Fox: So bottom line you really think that we should do the project?

Roznovsky: I think that you know when you consider both the projects that are in it and the benefit to the city as well as from the type of development that this is uh being large lots kind of center of the city there's no variance being asked for you know I think if this is kind of given a little bit off the engine but they were coming in asking for 45 foot lots and you know small streets and everything else this would be a different conversation but from kind of my understanding of y'all's comments in the past about developments this is more along the lines of type of development you would like in the city and I think that it would be a wise personal choice to.

Mayor Pro Tem: So, from a budgetary standpoint, and I and I think I I all of your points are very valid. From a budgetary standpoint we'll get to see it this evening but are we borrowing money at any point to keep our budget?

Roznovsky: You will be borrowing money. So I mean, you have large capital projects coming up. Um next year we had projects. So including what you have going on, so you have your water plant 2 improvements which we're just carrying that cost over that will come down to some of that's incur this fiscal year uh you have a total of approximately \$4 million in that. A lot of that is either this the MISD. Excuse me I, I read the wrong column. That's your water plant number four design Town Creek design 1097 SEwer replacement project which we've talked about and then the MISD water line that could carry so you know this would add you know roughly the 210 plus assuming that they have all their projects down to 85 so let's call it \$300,000 um to that budget so another less 10% now as far as where that comes from between the use of the CO's and impact fees to get into that I did not attend the meeting last.

Mayor Pro Tem Olson: Maryann, what's your thoughts?

Carl: So as Chris said it's definitely going to take borrowing money um to move forward on these capital projects there's just a lot on the table um you know until we can really look at that I mean I I think that the ability is there but it we definitely will have to borrow money.

CM Fox: But we're going to have to borrow money with or without the project right?

Carl: Yes. With or without. So I think you just need to weigh the benefit of the project and the opportunity.

Roznovsky: And that's really a lot of the goal of the CIP Workshop tonight is get that list in so what are those priorities what projects need to be on there and then we'll sit back down go through the number sit down Maryan Gary the rest and come up with some what are those financial Opportunities. We've created a rate analysis so we're ready to plug those in so okay how can you generate from your revenue bonds what type of water and sewer rate adjustments would it take uh to be able to take a chunk of that but really what are those priority projects and I think this would help this is one of those priority projects we need put into that how we can generate that's.

CM Langley: And they own the land at this moment?

Roznovsky: They do not they have not closed on the land or feasibility ends at the end of July.

CM Fox: That's why they're coming, that's why they're here. I think that we should because I think it's a better project than what we've had before.

Mayor Pro Tem Olson: No, I agree with the same piece of...

CM Donaldson: We're not we're not against the projects gentlemen. We want your business and we want you to establish some work here in in Montgomery we appreciate what you're trying to do but the timing of it right now and the changes that we're having that you're asking us for we haven't had time to dissect all the money issues that we've got facing us every time we turn around we're we're getting hit with more money than we originally planned for and we can't keep going down that Road you know we had a \$1.2 million well that turned into a \$2.6 million well and we can't keep going down that road we have a stop light that cost us more money and uh right now we're just not in a position to say hey we want to spend another \$200 something, per year to reimburse you for expenses and we want to make uh the right decision but this right now I don't think it's the time to do it and my motion would be to table this until the next council meeting which will be July 23rd and we can uh have more opportunities to dissect how much money we have and what we think we're going to have come in because problem I just don't want to I don't want to get this down into financial burden so.

CM Fox: The problem is that they have a timeline also.

CM Donaldson: Well I don't think two weeks is going to bust their timeline.

Gilliam: It can. I completely understand appreciate that position we but we had we've started over 90 days ago with this approach with the city to hope to get here by this Finish Line we have already gone to these sellers and got an extension there's no guarantee we can get another extension and we don't have our underwriting package completed we are left with with risk of not closing and so that that's our intent to try to get somewhere with the city today to at least have something papered up where there it can be a condition close maybe it has to go to fiscal year. Right now fiscal year ends

September 1, 2025? And so there's a clause to say if you based off future disc contingently approve however determine that can't fit in 202's budget developer agrees push that to 2026 fiscal year we're we're open to that I think long term in 5 years I think that that lift station will probably need that much effort within the next 5 years with or without this project so it does give the city a position to have brand new LIFT station put in uh at a pro rata share basis first being solely on the city.

Councilmember Fox made a motion to approve item number two and the motion was seconded by CM Langley.

Palmer: Is that approve as presented?

Mayor Pro Tem Olson: Yes. Any more debate?

CM Donaldson: I had a motion but I didn't get the second, so.

Mayor Pro Tem Olson, CM Langley, and CM Fox vote AYE with CM Donaldson voting Nay. Motion carried.

**Council Inquiry:**

No inquiries.

**Adjournment:**

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

Meeting adjourned at 6:31 p.m.

Submitted by: \_\_\_\_\_  
James Greene, City Secretary

Date Approved: \_\_\_\_\_

\_\_\_\_\_  
Casey Olson, Mayor Pro Tem



**City Council Capital Improvement Plan Workshop  
MINUTES  
July 09, 2024 at 6:30 PM**

**CALL TO ORDER:**

Mayor Pro Tem Olson called the meeting to order at 6:40 p.m.

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

Also Present:	Gary Palmer	City Administrator
	Dave McCorquodale	Director of Planning & Development
	Maryann Carl	Finance Director
	James Greene	City Secretary
	Mike Muckleroy	Director of Public Works
	Chris Roznovsky	WGA Consulting Engineers

**WORKSHOP AGENDA:**

1. Discussion on current and future capital projects, upcoming capital priorities, and funding alternatives.

Roznovsky: So what you have in front of you is a little different than what was sent out last week. I was reviewing the documents this afternoon and made some tweaks. Just to clarify some things that I wanted to clean up. Let’s work off the papers in front of you and what is on the screen. Walking you through the documents in your hand, the first three pages, page one is FY 2025, on the list, priorities development by project. Second page is a look ahead for the next five years. Next page is the sheet you’ve seen before your CO fund summary, because those are still all outstanding, and all the sheets behind it are supporting exhibits to get more detail on some of the projects all of which you pretty well know. So, we are going to spend most of the time focusing on the first two sheets. Talking with staff, the goal of tonight is first and foremost to get the list. What projects are on the list, what projects need to be off the list, and get that tightened down and then we’ll go through and take out, there is a good chance that some of these will be this Fiscal Year, some of those funds will be this Fiscal Year but they will still be line items because they are probably going to carry over to the next. Starting on that first sheet and priority one. So, these are kind of the, you gotta do projects. So, what you see here you need to have contracts for or they are in the works. So, waterfront number two improvements, we’ve talked about that project at length. The sewer replacement project on 1097. We are ready to go get that project, still waiting on an easement. Property owner has gotten silent on me, so we are going a different route. Different property owner only shifts it ten feet, so we are still trying. Water plant four and town creek design and getting those plans together. And then your, the MISD project. The east Lonestar parkway water line extension. When you are looking at this sheet, you will see the project construction cost, total project cost, city and developer portions, and then impact fee project that you could use. This is saying what portion is impact fee eligible. Then off to the far side you will see your impact fee balance. Your current balance, your projected balance, with some assumed additional deposits, and then if you use that whole amount how much you would have left. So, the version that we sent out there was a wrong cell, so it showed a negative. It's not a negative, it is a positive. So, definitely

wanted to get you the correct version of that. So, what we recommend adding to that priority one list is the step one to the tri point agreement. So that moves up and they have line items. Again, I think we can have that discussion of that timing, if it pushes fiscal year since it's so close, but at least having those line items there and your priority ones. Priority two projects are your suggested projects. So, these are suggestions/pretty much recommended that we do. Your college street drainage improvements. That has been an issue for the city for many years and has always been the project on the list that gets pushed due to budget. I think it is now at a point where we are running out of time to push it. The booster pump three addition that we have talked about in previous feasibility studies which is adding another booster pump at water plant three. I added a line item for concrete drainage improvements. It is just a place holder because I know we have been discussing the town creek hydrology issues and wanted to discuss with y'all if there is any first steps. I know that obviously that the city is not wanting to bear the burden of that, most of that cost, but is there any first steps you want to look at on what protecting what you can add and what you can't. And then City-wide drainage assessment. This was again, kind of in relation to some of the discussions recently about ditches. This isn't a drainage study; this is a placeholder. Let's do an evaluation of all the ditches and put together a package either between staff or contract labor or bid out project to do regrading projects, ditch rehabs, more roadside ditch, not town channels and streams, this is roadside ditch work that we are talking about. So, these are your priority twos. Priority threes. These are recommended projects. Doesn't necessarily change capacity, but these are things that have been on the list but have been continually pushed because other things have come up. The bleach conversion projects and the lift station number three, the lift station across from the bus barn. So, I mentioned a couple minutes of your top two bad lift stations its five and three. So, five we now have a plan for with the developer. Three I still think there has been a lot of interest in the neighboring property surrounding the school, so I think there is another potential opportunity there for another partnership. Again, I think it's working. It's not, you know, yes there is a lot of callouts on it, but it's one of those that I think there has been so much interest in that property.

Mayor Pro Tem Olson: Um, so the question is, this is for Mike. Mike, based on the fact that there is a bunch of call outs, and I guess Chris also, is there any risk of total failure if we don't?

Muckleroy: No, I don't think there is risk of total failure. It's old. It's an old lift station and it needs...

Mayor Pro Tem Olson: Is it old enough that it is going to do more damage that its going to cost us more if it all of a sudden tomorrow craps out?

Muckleroy: That's a gamble, I mean, that's hard to answer.

Roznovsky: That's always the risk, I mean, if you don't do anything to it there could be failure. We could do everything to it and we get something in the line and we could lose a pump that way too. So, it's not, you know, to Mike's point, its old. It needs work. It's as old as the bus barn, the elementary.

Muckleroy: Well older.

Mayor Pro Tem Olson: My question really lies in, that it's a maintenance risk cost and the fact that, if we don't do it and we just choose to run to failure will it cost us more in the long run or is it worth it to do earlier.

Roznovsky: So, trying to answer as cleanly as possible. What this project is including is an improvements project of the existing station. So, this was piping work, pump work, electric work. Coating the wet well and providing some additional protection packages, etc. Running to failure, if you have a hole in the wet well, there is infiltration or something like that, that can be patched. I think that your big failure points are obviously your pumps which, you know, you put in a new pump, an old pump, you get the wrong batch. If this became a project that a developer would take on, when they develop the track, we would recommend very similar to lift station five. Probably relocate off of the frontage, get better access because right now they are backing in and out of 149 and it is a very tight site. It would have to be made deeper. So, a replacement project versus improvements. So, running to failure, yes there is always a risk. I think your biggest risks are you are going to go out, your pumps are going to go out, so you have pump replacement costs, and this is the biggest lift station. Or you have internal electrical issue replacement, we are not talking, this is a simple lift station there is not a lot.

Mayor Pro Tem Olson: So, the risk is the same whether you leave it or whatever. That is what I am getting at. It's not like maintenance we have to do or we risk costing us more, it just needs work, replacement at some point.

Roznovsky: Correct.

CM Donaldson: How did that sink hole thing develop? I don't understand.

Mayor Pro Tem Olson: That was under 149.

Roznovsky: No, that was TxDOT's culverts.

CM Donaldson: So, they had to fix that.

Muckleroy: Yeah, but completely unrelated to the lift station.

Roznovsky: So that's your priority three projects. We will go back and talk about these projects in about as much detail as you want. Especially some of the issues with the college street drainage project. And your bottom ones are really your developer funded projects that are happening. So, its running through all these projects are running through the city but are funded by the developer. One thing I want to point out because I've fought with Katherine over how we show this. Buffalo Springs roadway shows the city portion as zero. I put it as zero because we refunded them out of sales tax and that as a reimbursement, not out of Capital Funds. I just want to reiterate that you do have a cost in that project, but it is coming out of a different fund.

Mayor Pro Tem Olson: It is opportunity cost. It's not real cash up front.

Roznovsky: Correct. And then your Red Bird projects. Your lift station five that we just talked about. That million dollars and the city portion based on this will go down to 210. And then those other ones, the very bottom one, the morning five investments, the Marjorie Cox Stowe Tract right here along the railroad tracks. We kind of both these projects were running at the same time.

Mayor Pro Tem Olson: We approved that?

Roznovsky: You haven't approved it yet, but it's the most pending one, I would say. You have another lift station ten improvements that fully funded by Taylor Morrison and that agreement hasn't been finalized yet.

Mayor Pro Tem Olson: So just to go back to Tri Point. It's actually 210 right? Not 85 city cost?

Roznovsky: So there is two lines. Three lines really for Tri Point. The first one on there is lift station five, follow that over to 1 million 54. That's going to be the 210. That's the annual. The one below that, the west Lonestar parkway waterline loop. You have the zero for the city and 404 for the developer. You would give an impact fee credit on that, but again it is kind of opportunity cost. And that is assumed on the next sheet. You have additional impact fees coming in each year. We assumed that credit coming out and the Red Bird credit, any of the credits that have been approved or really discussed have been put along with that sheet. And then that last line, the Tri Point water line upsizing, the 85 thousand is the upsizing of the line from Lonestar parkway to 105.

Mayor Pro Tem Olson: That's a one-time cost correct?

Roznovsky: Correct. That million 54 is your five-year cost.

Mayor Pro Tem Olson: Five-year cost, ok.

Roznovsky: So, before I go back into the details of the projects up above, is there any questions on the layout or kind of what's on here? And then we'll go back through the details and if it's ok with you, go through the details and then is there anything else you want to see on this list.

Mayor Pro Tem Olson: So, can you explain the little grey boxes on the side.

Roznovsky: Yes. So, your priority level, those are your total costs in the different priority levels. Priority one, that same cost is under total cost 4.093 is carried over to this box. The one below, so that one is re-summarizing what's in the big sheet. The one below your impact fee balance. That says your balance as of June the fifth, its 726, I can't remember if that was before or after the Montgomery bend deposit, but we can clarify that. We have projected balance with additional deposits within the next Fiscal year which will bring us about 2.6 million roughly. And then if you use that column that says impact fee eligible projects, the total is 1.9, that will leave you 7.88 impact fee. So, on impact fees since we are on that topic, if you go to your next sheet.

Mayor Pro Tem Olson: Before we go to the next sheet, if we use the projected impact or amount eligible for impact funding, the city portion column, just working off the bottom line here, is that after the impact fee? The six million?

Roznovsky: No, that is the total cost of the projects including the million dollars for lift station five that is 210. That has nothing to do with taking away impact fee credit.

Mayor Pro Tem Olson: So, the 6.1 would actually come down to 5.4 roughly? Actually 5.34?

Roznovsky: So, if you change your million to 210, so 5.3. With everything on the list, 5.3, again, assuming total funds. Not where the money is coming from.

Mayor Pro Tem Olson: Just total funds, 5.3, and then we would still have the 2 million impact funds, well 1.9 that we can take out of there.

Roznovsky: Correct.

Mayor Pro Tem Olson: Basically, what you are saying is that would leave us with 3.3 million that we would need to come up with?

Roznovsky: Correct. Don't forget you have your CO's that are covering, so, the big line items on here. So, your water plant two improvements and the design of the two plants for CO projects.

Mayor Pro Tem Olson: So, let me circle back. So, 3.3 million to do everything on here if we use the impact fees. Next question is for Maryann. Our grant, our loan that we got for that well project and some capital stuff was 3.5 or 3 flat?

Carl: 3.5.

Mayor Pro Tem Olson: 3.5. So, we could actually cover everything on this page with that loan? Because it is all infrastructure upgrades.

Roznovsky: No, so there is additional projects. So, if you go to sheet three, you'll see that breakdown, the CO. So, what's not included on this sheet because we are assuming that they be done by the end of the fiscal year are the two sewer rehab projects which come out of that.

Mayor Pro Tem Olson: Which comes out of the 3.5?

Roznovsky: Yes sir.

Mayor Pro Tem Olson: So where, sewer rehab, which...

Roznovsky: Those 2023 sewer rehab phase one and phase two are projected to be done by the end of this fiscal year rather than carry over.

Mayor Pro Tem Olson: So, we are basically taking one million out? Yeah, a little over 1 point and some change.

McCorquodale: Are we taking all the funding out of the CO's for these projects?

Roznovsky: Yes, we will use up all of the funding on these projects. So, you're assuming that you are not, once you use up, so if you look on sheet three...

Mayor Pro Tem Olson: So basically, we need to come up with 900 grand?

CM Donaldson: Yeah, that money's spent.

Mayor Pro Tem Olson: I'm looking at it. Because you are using it twice, right? So that's what I'm saying. So, this 2.6, if we use these totals, we can't use it twice. So, if we take out this stuff that's not on this list and subtract it from the bottom then we can figure out what we need to...

Roznovsky: Correct. So, if you go back to your first sheet and you want that same number on your water plant improvements you put 315 of what would not be covered by the CO funds. And that would be in everything else, so if you plugged in... You would be looking at a bottom number of

2.9. You used up all your CO funds, you would look at a bottom number of all the projects that are on the first list of 2.9 million. And then the 1.3 of that from your impact fees. So, 1.6.

McCorquodale: That's what we're short?

Roznovsky: Correct. If you did everything on that list.

Mayor Pro Tem Olson: So, what we need to do is figure out if we borrow 1.6 or figure out what we don't want to do.

Roznovsky: And so, we're...

McCorquodale: There is a small amount of ARPA funds that...

Mayor Pro Tem Olson: I thought we already spent that.

Roznovsky: So, ARPA is 300 grand, ish.

Carl: It's about 350.

Mayor Pro Tem Olson: Let's say we use it, that would bring us down...

Carl: ARPA is a little hard to spend is the only thing I want to be a little cautious on because of the big government funds, there are some pretty strict rules in procurement and so forth in doing this. So, it's not that we can't, we just need to be aware of the fact.

Mayor Pro Tem Olson: So, can we use ARPA funds for administrative costs? Drainage assessments, engineer costs...

Roznovsky: My understanding is that it was for water and sewer related structure related.

Carl: Its pretty broad. It is easy to do water and sewer infrastructure costs versus the administration side of it. Even the, one of the conversations that we had was the bleach conversion. That would be a pretty cut and dry, relatively solid, singular project. That could use up those funds.

McCorquodale: You gotta take just a few different steps if you know you are going to use those funds when you are starting the project, it's easier to comply. But if you try to spend it on something that is already going on it's harder. You're trying to go back and check boxes that you might not have met, the Federal Government is going to have your funds.

Mayor Pro Tem Olson: What about the lift station that we're talking about here? If we push that off, wait for a third party to help us pay for it, we could subtract that right? The 162 5. If we use the ARPA funds which you said was what, 350?

Carl: 350.

Mayor Pro Tem Olson: Bleach conversion you said would be relatively easy to do with, right?

Carl: I believe so. It definitely meets the criteria, it's just a matter of...

Roznovsky: It's got to be a singular project.

CM Donaldson: You already know my stance on bleach conversion, I don't want to leave it off.

Mayor Pro Tem Olson: So, if we use ARPA to pay for it...

CM Langley: Why are we changing what we have now to the bleach?

Muckleroy: Because safety.

CM Langley: That's right, safety only. There is nothing wrong with my water, there is nothing wrong with it now, so...

Muckleroy: That's the reason it gets kicked every year because it's not a have to.

CM Donaldson: I know it's a want, but still, I consider it...

CM Langley: But you have funds that you already borrowed, so that's what you are wanting to spend those funds on, then I guess, spend it on that.

Mayor Pro Tem Olson: So as far as projects, we don't have any street stuff on here.

Roznovsky: Not on this list. Your next sheet it does, but we don't have any, it was, again with the other than college street...

CM Langley: You've got a street on there.

Mayor Pro Tem Olson: Which Street is yours with the hole in the bridge? Is that the hole in the bridge?

CM Langley: MmHm.

Mayor Pro Tem Olson: Well, let's leave that on there so we can fix the hole in the bridge.

Muckleroy: Its street, but really it's considered a drainage project.

CM Langley: But I can't get out if it fails, so.

Roznovsky: To finish...

Mayor Pro Tem Olson: One more question for Mike, when it comes to streets before we move past that. I know last year we kind of, the budget was, we moved it around or whatever, and you want to put it back in your budget? And its, what did you have, 400?

Muckleroy: I think we put 250 in for this year.

Mayor Pro Tem Olson: What can you do with 250 grand?

Muckleroy: It depends on what method we go with. I'm going to be honest here guys. Our money is going to go further if we can utilize precinct 1 and the interlocal agreement that we have. We gotta quit throwing rocks at the man or he is not going to want to help us.

Mayor Pro Tem Olson: Oh, I told her...

Muckleroy: That's what it boils down to. We spent roughly 90 grand two years ago with a contractor to do some patchwork on buffalo springs. That money would have gone a whole lot further with precinct 1 doing it, but he is just tired of having rocks thrown at him.

CM Langley: Well, why doesn't he come over here?

Muckleroy: I can't answer that.

CM Langley: Ok well, maybe you ought to ask him.

Mayor Pro Tem Olson: He doesn't give us a lot of his time, even if we did go kiss his ass, he is still not going to give us a lot of time...

Muckleroy: The thing to remember about the interlocal agreements is he is not mandated to do it. Its a request, we ask him. I don't know if you remember, but several years ago, four to five years ago, I came to y'all with a resolution to get College and Caroline done and it was right after he took over. The resolution was sent to him he sent somebody out, but he never got around to doing it. I quit pushing on it. That's what it boils down to. We have to ask nicely and cross our fingers, but the money sure goes a lot further if we can utilize them. They do good work. The interlocal says that they charge us for labor and materials, but they have yet to charge us for labor. They only charge us for materials, so it does go significantly further.

CM Donaldson: We need to do some patchwork in a lot of areas so that's a good start.

Muckleroy: Yes, we do. We've got a couple that truly are more of a capital level like buffalo springs. It's transitioned more to a capital level project and not just something that we can have a contractor come out and do a little.

Mayor Pro Tem Olson: The rest of it you mean? Right?

Roznovsky: Correct. On the next sheet, and I don't want to move you there yet, we have concrete from Home Depot to Lonestar parkway, then Lonestar parkway to 1097.

Mayor Pro Tem Olson: I'm kind of, honestly, the stuff that's from where we are ending to Lonestar parkway, I'm really hoping that someone else comes along and wants to build out there and we can make a deal.

Roznovsky: That will be a good opportunity.

Mayor Pro Tem Olson: So, we know Carol's opinion on the bleach conversion. Cheryl, what's your opinion on the bleach conversion.

CM Fox: I'm sorry?



Mayor Pro Tem Olson: What's your opinion on the bleach conversion?

CM Donaldson: Well, let's just, let our pumps go out.

Mayor Pro Tem Olson: It has nothing to do with the pumps going out, it's all about the safety of the men refilling the chlorine. That's what it's all about. Safety is a big deal.

Muckleroy: Well, it's the residents also. If you have a 110-pound cylinder that busts the top off of it, it's dangerous. Chlorine gas travels. That's the reason that you have a windsock on the top of the GST so you know which direction to run when the chlorine goes south. Bleach is not the same thing. You spill 1,000 gallons of bleach on the ground, it's a cleanup effort, but you are not endangering the residents. Chlorine gas kills.

CM Fox: Those are a long way from my house, but either way. I don't think we should but on the other hand I don't know.

CM Donaldson: Well, it's just...

Mayor Pro Tem Olson: I know Stan, your opinion. You want them. Its ok. I need Cheryl's.

CM Fox: I really believe that it's something like, like Mike said for you know, for safety's sake it's something we should do. But if it's not in the budget, I'm not sure where we are going with it. I mean something has got to get cut, or something has to happen.

Mayor Pro Tem Olson: It's a matter of we cut it down...

CM Fox: It's not like we have to decide between a Ford and a Cadillac. It's a safety issue.

Mayor Pro Tem Olson: I agree with that. My point of bringing it up, making a big deal about it, ARPA's been sitting there, and we have been waiting for a project to spend it on, if this is something that we can get it done and get it over with ARPA so where not sitting...

Roznovsky: It's an easy one to package up and use all the money because we are bidding one out as we speak that is very similar. It's a single plant, not two, so it could bring that cost...

Mayor Pro Tem Olson: And it would be less?

Roznovsky: To bid it as 2?

Mayor Pro Tem Olson: Oh, single plant versus two.

Roznovsky: The total project cost is going to be less, but the individual plant site will be, cause it's a standalone versus because we package these up as two. My point where I'm going is, we will have a very similar project conversion putting into a new building that we are bidding.

Mayor Pro Tem Olson: For somewhere else.

Roznovsky: For somewhere else. For a good comparison sake for the number when we get to the budget.

CM Langley: So, you don't know that this money can be spent on this?

Roznovsky: ARPA funds? Yes, they can be spent on this.

CM Langley: You are positive?

Roznovsky: Yes.

CM Fox: Casey, what you're saying though is the bleach conversion is like ripping the band-aid off. Just get it done and then you don't have to worry about it anymore.

Mayor Pro Tem Olson: Exactly. And these ARPA funds are sitting there and running out of time, and this is an easy one to spend it on. Done deal. And everybody's happy.

CM Donaldson: And really the cost based on, this is the bleach thing from 2021, and the cost is about the same, it hasn't gone up. That's pretty strange considering all the other costs we've had.

CM Langley: Well, I don't want to use any more money, so if the funds that you're talking about are not available, then I am not for that project.

Roznovsky: Based on these preliminary numbers, you would be at 440 so you are looking at 90 thousand additional.

Mayor Pro Tem Olson: But if we use up 100% of ARPA we would get every penny.

Carl: Correct.

Mayor Pro Tem Olson: I don't see any issue with it. You will have a better estimate of what the actual cost will be?

Roznovsky: I think it's on the 30th? 23rd or 30th? So, like on your first August meeting and before we finalize the budget.

CM Langley: What did we actually get those funds to be spent for? How did we get them?

Carl: ARPA funds were a distribution from the Federal Government based on COVID and population. That earmarked how much you got, and the city received those funds in 21 - 22. And there is a slew of things that are eligible for those projects. At the time that the money came forth, it was um, there was kind of like this broad category that you could use to help with the spread of COVID. So, you could use it for partitions in your office, glass in your front windows. Today, that may be a little more difficult to use it. So, keeping in mind the very big category was water and sewer improvements. Specifically, like treating water, making sure the water your citizens have was safe. So, like limiting that exposure. So, this is still a type of project that is absolutely covered.

Mayor Pro Tem Olson: And I know chief has been trying to spend them since we got them. It happens every year he is trying to spend it on something. So, if we could just get it gone that would be good. So that brings us to 1.1.

Palmer: So, the bleach conversion is a priority?

Mayor Pro Tem Olson: Well, we will leave it where it is as three. Because right now nothing has come off the list except for lift station 3 because we are going to hold off and cross our fingers and hope that somebody comes along to help us. Everything else is still on the list to do, which, if my math isn't terrible, we are at 1.1 million that we got to come up with to do everything, which isn't terrible. Bake sale, car wash, right?

CM Langley: It'll be alright.

Roznovsky: So, the two that we haven't discussed is the booster pump addition which that was relatively straight forward. The design was put together with your water plant three improvements, we just have to get their authorization to cut it out and use it, which should be easy enough. And the town creek drainage improvements is T.B.D. So, obviously we've been talking about this a lot, do you want to, you know, where I would, if you want to look at anything on here is where are the next failure points. So, really that's our true roads our utilities, which is Plez Morgan. That's kind of the next street that working up to, currently, the least amount of erosion. I went out to Atkins creek today. Poulty has been doing all the ditch work. I can show you all the pictures. It has held up well through the storm over the weekend. So hopefully that will stabilize. We had a good call with TxDOT a couple weeks ago on the 1097 locations, so they are looking into, I think it was last Thursday. So, you know, again, we can put together preliminary numbers if you want to at least include a line item on here, for, we can leave it as miscellaneous drainage improvements. Or that can go in the public works fund, somewhere else. But I think that protecting especially near to Plez Morgan, which is...

Mayor Pro Tem Olson: What area of Plez Morgan are we concerned with? Just where it crosses underneath it?

Roznovsky: Correct. Protecting the downstream side of that crossing to protect the road.

CM Fox: Are we having problems with all of Plez Morgan?

Roznovsky: Yes. It has made it up to that point.

CM Donaldson: It's terrible.

Mayor Pro Tem Olson: And who owns that property right there?

Roznovsky: Phillip.

Mayor Pro Tem Olson: So, if his property erodes underneath, why would we be liable for it.

Roznovsky: I think that's the argument on all of these. The cause has not been the city, but having to fix it has been. So, the ideal is that it is all taken care of, not by the city that didn't cause it. But from a budgetary standpoint trying to protect ourselves, all of this would be in the right of way.

Mayor Pro Tem Olson: What would we need to, and I guess it would just take an assessment to figure out what the best...

Roznovsky: It would take an assessment. We would go back to Guage and MATZ who did the analysis and just have his recommendations since he did the mapping. Right now, we don't have to rebuild, but it would be stabilizing the culverts, there has been some erosion right around the

end of those culverts, between them. Stabilizing and filling that in and then protecting it before it gets to the road. All the rest are either a TxDOT or county problem. All the utilities have been moved at this point.

Mayor Pro Tem Olson: And after all these last floods and rain we've had for the last two months, what's that done to it?

Roznovsky: It's only gotten worse.

Mayor Pro Tem Olson: Well obviously.

Roznovsky: Its continually progressed its way.

Mayor Pro Tem Olson: Right, but I'm talking about our section. What has happened to our section?

Roznovsky: It is eroding.

Mayor Pro Tem Olson: I know his is a mess, right?

Roznovsky: Right. It has made its way very near the road.

Mayor Pro Tem Olson: I'm just trying to put a timeline on how soon we have to do that.

Muckleroy: Now.

Mayor Prot Tem Olson: Now?

Muckleroy: Yes.

CM Donaldson: That's what this money is for, right?

Mayor Pro Tem Olson: There is no money on it, that's why I don't know.

Roznovsky: Yeah, it's a blank. It was, you know, the way that, in the past, it's been, when the repair comes, handled pretty much by Public Works, however, I think that being prudent on these items, and...

Mayor Pro Tem Olson: I mean, because it's such a high priority and it's something we have to do now, and basically anything underneath it is null and void until we know what it costs.

Roznovsky: Yeah. And we'll put together an estimate. Right now, we are not talking a huge project because of all the tributaries in town creek, this one is the smallest and it is still in bad shape. So, you know, it's only going to get more expensive but it's cheaper now...

Mayor Pro Tem Olson: So, do it now, ok.

Roznovsky: So, we'll get with Public Works, go through some options.

Mayor Pro Tem Olson: That's the thing, I don't want to have to fix it again.

Muckleroy: The deal with this one too is that it is our road to deal with. We can't just tell TxDOT, hey, you need to fix it.

Mayor Pro Tem Olson: Whatever we do, we don't want to have to do it again.

Roznovsky: Correct. 100%.

Mayor Pro Tem Olson: So basically, we are sitting at 1.1 with the, I'm not sure.

Roznovsky: Let's say just for conversation let's say 250. I think that's conservative but just for the sake of conversation.

Mayor Pro Tem: 1.3 million, or 1.3, we'll call it 1.4 for easy math. 1.4 million so we have to either cut something off of here or come up with 1.4 million. Which is not terrible. So, Maryann, what's your idea of how we come up with 1.4 million?

Carl: I don't have 1.4 million just hanging out. I don't. Not projecting any type of fantastic surplus based on estimates right now, so I think you would be looking at borrowing. One of the things that you mentioned was the rate study.

Roznovsky: So, what we have been doing right now is we have our rate study built and we have all of our rate tables and we're, taking, our next steps would be, this is the list we want to start with. Take this list, what will our two options, generate an additional 1.4 million in revenue, or what would support a revenue bond for 1.4 million. Roughly, the number was, I think the financial advisor used was every 100,000 in revenue was a million, I think. Roughly. Every 100,000 water/sewer was a million in bonds it could support.

Mayor Pro Tem Olson: Which, when you are looking at 2,500 people, \$100,000 is a shit ton. That's a huge rate increase, and our rates are high now.

Roznovsky: Our next steps, we will go through and put together some options on what that looks like, to do that from rates and bring that before you. We can do that at the next meeting, it's built. We just need to know what number we want to start from to hit. So, we are looking at a million and a half bucks. To know how that rate structure would look and the theory or approach in the past has always been that that burden is not your normal minimum bill residential water usage. That burden is more heavily put on to large volume users, groceries, or multifamily users, things like that, without making it, price yourselves out. In that package we put together, we have a comparison of our current rates to all of our surrounding cities. So, what is your equivalent bill for various types of users, your Magnolia, Navasota, Conroe, I think we picked two MUDs around the area. So, we can present that to y'all to show one, what does it do to your residents, your average bill, your max bill, and how do you compare to those. And one of the big things, just to, that the city did years ago that has helped water and sewer rate comparison is the ground water intervention plan, so you are not having the river authority fees since you drilled your own well.

Mayor Pro Tem Olson: I just know that my water bill in April Sound, water and sewer in April Sound is peanuts. You can leave your sprinklers on for days and I think my bill at the end of the month is like sixty bucks.

Roznovsky: They've gone up a little bit, but they are the same. They are not in the GRP, the city and April Sound were in agreement together, and shared the costs when that first came out. The

big difference is also that April Sound is not growing, they don't have as much infrastructure, they don't take care of the roads. The City of Conroe, as part of their agreement, pays a substantial amount of money every year because of their annexation, and they do a lot of bonds. So, before we move to what Gary has on the screen, which is the future, so just kind of wrap up my understanding of what you are saying. All of the things on the list stay with the exception of lift station number 3, put that on hold, look out for developer partnership opportunities to replace that lift station. We added in the Town Creek drainage improvement with a quick placeholder of 250 while we firm up that estimate. Looking at Plez Morgan. Identify the use of the ARPA funds for the bleach conversion projects. And I'll bring back the bid results from that similar project here in a couple weeks. And then moving the tri point agreement stuff. Using your impact fees which leaves you looking for 1.4 million dollars revenue, and then we'll run the rate analysis to see what that would generate, the revenue bonds and water/sewer rates, what that would look like.

Mayor Pro Tem Olson: And just, I'm going to double back on impact fees. If we use the 1.9 it still leaves us with that balance of 728, right?

Roznovsky: No. So, if you use the 1...I changed something and now I can't...81...Oh, oh oh oh oh, I see what happened because I had taken out the, when you use up the CO funds, I don't know why that's auto...I'll have to figure out what's going on with the corrections. So, if you, if we use the CO funds on water plant two improvements that leaves 315 versus your 696, so that would reduce that amount. Might change to 81 because it was pro rata, but I'll change it back. So, looking at, you would use up 1.55 instead of 1.93.

Mayor Pro Tem Olson: Ok, so that changes our 1.4.

Roznovsky: That changes your 1.4 to 1.1.

Mayor Pro Tem Olson: No, it goes the other way. If we are getting less than 1.9 we are only getting 1.5 out of it, then you going to go to 1.4 to 1.9. Because all I did was take our total subtract, subtract, subtract to get us to 1.45. But if this number is smaller than I am subtracting less so that means this number is going back up.

Roznovsky: And the reason that we subtract, so, where I am at on, So, on the City portion wide the one thing I'd change is I plugged in, we assume that we used up the CO funds. So your water plant improvements, the first line item, went to 315 thousand because that's the delta between the use of CO funds and project costs. That's why my numbers are showing that. Because everything else would not be coming out of that 315 plus everything else would not be coming out of your CO that you have.

Mayor Pro Tem Olson: Ok, so, I guess I am still confused on what the hell you are talking about.

Roznovsky: Yeah, so, the reason mine are different, so, I changed that right there the 2.67 is the total project cost including the use of CO's. When you, we had a discussion earlier about what's left after the CO's. So, what's left after the CO's is 315 thousand. So, I changed that 2.6 to 315 because that is the amount of money that is not covered by the CO's.

Carl: So that's the city portion that we have to come up with, it's not another fund of money it's what we need.

Mayor Pro Tem Olson: Right. I just use the totals. The total over here is 10, or not 10, um, 4.8. And that included all this sewer and stuff that we are doing right now. We used 3 and a half million to pay for most of it, right?

Roznovsky: Yes.

Mayor Pro Tem Olson: Then that leaves us whatever it was, 1.3.

Roznovsky: Right.

Mayor Pro Tem Olson: Then I added the 1.3 back over here, because some of this stuff is not...

Roznovsky: It worked double, so when you do that, you are just double counting that water plant four engineering and waste water treatment plant engineering for the 400 and 600 on your CO sheet is also counted on the NET sheet.

Mayor Pro Tem Olson: So that's what I was trying to take off of this sheet. So, all I needed to know was this total because they are listed right here, right? The only thing I needed to know different was what was not listed twice, and that is the sewer rehabilitation phases, right?

Roznovsky: Right.

Mayor Pro Tem Olson: And the town creek...

Roznovsky: Just the sewer rehabilitation.

Mayor Pro Tem Olson: So basically 1. 1.3, right?

Roznovsky: Correct.

Mayor Pro Tem Olson: You add the 1.3 over here, so you have a total to work with. So that's where I added up, then I start subtracting everything we have, and it comes up to about 1.4. But if we don't have 1.9 to subtract, we can only use 1.5. So, all I need was the total of expenses in one, you know, and total of what we have to pay for. And that is where I come up with the 1.45. Impact fees are not correct of 1.9 and whatever the hell that is.

Roznovsky: It is if you raise up, yes, you can use up to 696 thousand 657 on the water plant project. So, your impact fees are correct at the 1.9 you can maximize the use of your impact fees on that.

Mayor Pro Tem Olson: So, we are still at 1.4. Now, the question that, my next question was...over on the right, with the impact fee balanced, the grey area, after we spend the 1.9, is the 728 still going to be our current balance or are we using that somewhere?

Roznovsky: On this sheet, that is your balance after you use that full 1.9. So current balance is 726, projected balance of your plan going forward is 2.6, if you use that full 1.9 you are left with 730 thousand.

Mayor Pro Tem Olson: So, we are still at the 1.4. 45 roughly. Well, 1.45 is before we used ARPA. So, it will put us at 1.1. Then we added 250 back in for the drainage improvement at town creek,

so that puts us back to 1.4. So that's what we need to come up with. Good God. The next page is about the future years, is that correct?

Roznovsky: Correct.

Mayor Pro Tem Olson: This is the scary one.

CM Donaldson: No kidding. We moved it back a year.

Roznovsky: So, this is where you get, obviously, the biggest ticket items on here are, so, you know, both the future water plants, sewer plant in fiscal year ending 2026. Those are the biggest line items on here, your priority ones that you gotta do.

Mayor Pro Tem Olson: We have to do it? WE don't have a choice for the Wastewater Plant?

Roznovsky: You have to. You are gonna have to expand the facilities.

CM Donaldson: Have we determined where we are going to put water plant number 4?

Roznovsky: We have two options. We have the property through the Red Bird agreement right there at the corner. We still have a property (inaudible).

Mayor Pro Tem Olson: So, water plant 4, I thought Red Bird was supposed to help us with that.

Roznovsky: So, it's in the agreement that they can help us with it, you know, but it says that additional capacity if the city doesn't have the funds, developer can provide funding for future credit or payback, I don't remember the exact terms. But there is language in their of if developer needs the capacity, and the city doesn't have the capacity for the future phases that the developer will participate.

Mayor Pro Tem Olson: Right. That only applies if we have to actually supply the water to Red Bird, and we don't know that yet.

Roznovsky: As of right now, moving forward we are, but my understanding is that it is still in litigation.

Mayor Pro Tem Olson: Have we heard anything about that? Because MEDC was absolutely sure that we won that case and I said you're out your crazy minds. We haven't heard yet.

Roznovsky: The different lawsuits, the developer lawsuit with Dobbin is now at the US Court of Appeals. And then the city's lawsuit, dobbins lawsuit with the city was put on, I don't have the right legal terms, was put on the shelf until it is resolved. And so that's where, I, I don't remember the latest on that. I know that they have been having hearings, or they had a hearing scheduled, but I don't remember...

McCorquodale: It's been a while since we heard anything.

Roznovsky: And I had asked the developer's engineer. One of the engineers that was working on the project, because there was multiple, they are suing multiple entities. But I don't remember his timeline that he said.



Mayor Pro Tem Olson: And then the wastewater treatment plant we have to do. We don't have a choice.

Roznovsky: Correct.

Mayor Pro Tem Olson: I have no idea how we are going to raise 10 million dollars, because we don't have it in bond. We have to go to the public for a bond.

Roznovsky: You're looking at tax.

Mayor Pro Tem Olson: Yes.

McCorquodale: Those are two very very difficult things to take to a bond election because you really don't want people who don't know about a water system making choices on the big components on a water system because the average voter doesn't know what the implications of the city are to supply things like water or sewer.

Greene: You will not put this one on the November ballot.

Roznovsky: We are looking at our options. A part of your, the contract with Hach and Associates is they are providing funding support to look into funding options. They have a funding specialist in Austin on Staff.

Mayor Pro Tem Olson: So, I am going to sound like Byron for about 30 seconds. What is the state, is there any grant opportunities from the state, anything like that, because of our growth?

Roznovsky: Grants, so we have gone through a couple different options. The developer has a lot of funding resources and where it falls short is, so we looked at getting on the state water implementation fund, the SWIFT Funds, for your water plant. The problem was they don't consider it regional. Because it is for the city it is not big enough to be a regional facility. They didn't think it would be included and the cost for them to draft it, they were estimating 30 to 45 thousand to see if it would get approved. But the likelihood was very low because it wasn't regional and big enough to be considered a regional water project. There are still low interest loans that you have got before that we can apply for and look at for the wastewater plant. As far as grants, not that we are aware of, because you are not a disadvantaged, financially disadvantaged. You are not a rural county to be open for some of the loan forgiveness, principal forgiveness loans. It's kind of like when we get the TDM money and things like that that come up. Everything is associated with LMI Low to Moderate Income Housing and our low to moderate income areas that we have, we have two spots in the city that were which was Baja/MLK area and then the heritage apartments. Accounted last time the census was done, but we have kind of exhausted all of the options of projects that we can put into Baja and MLK without a big drainage project, but most of them were not drainage projects. We are still going through options including the developer's participation like we talked about. What's off to the side of this sheet is the projected additional deposits, this isn't cumulative. The first version you had was a cumulative projected balance. I didn't feel like it was too accurate cause we were talking about using money, so this is just the additional funds into that account. And these are developments that we know today. So that includes your Red Bird, Superior properties, Taylor Morrison, Tri Point, Margaret Cox, Morning Cloud, HEB. So not things that are true projects and then split that over a couple fiscal years. And that assumes also any type of credit that was assumed as part of an agreement is taken out of these numbers exclusive

of any credit. for example, Red Bird had a credit for their water well that they put in so that is taken out. The Tri Point guys we assume developer agreement so their credit against their water line was taken out of these numbers. We don't want to count it twice. So, the other items on here, this is more, again, we had funding issues to work out. Big line items are obviously first one, and then that second sewer plant improvements which is the additional upsizing of the facility, as we continue to grow and again, need and location of that and timing is solely development driven.

Mayor Pro Tem Olson: Where is this at?

Roznovsky: Item 2 section 2, so we have water plant 3. So, on the five year sheet, so you have the first three projects in section one and then its priority two section you have water plant 3 and waste water upsizing.

Mayor Pro Tem Olson: But we don't see that cost until 2028?

Roznovsky: Right. I'm just talking on this total sheet the big costs that come up. That is not this expansion but the next one. So that is either expanding, so you'll have two facilities essentially running the same size splitting your funds between the city and this is upsizing those to the, essentially doubling one of those capacities. Both those projects the lift stations are already sized for it, just switching out pumps. So, the cost is lower. Especially at the town creek plant. Some of the infrastructure that goes in with the first one is already sized which is more efficient. That's why that upsize cost is lower than the...

Mayor Pro Tem Olson: So, the question lies in, is that a must do in 2028? Or is that just projected?

Roznovsky: No, that is just projected. I would say that most of the items on this list, minutes section 1, are projected timing to be done. Because you get into a lot of your roadway projects. I know we had a lot of roadway projects this year because we had them to begin with. But your big repaving projects, so, complete Plez Morgan, assuming the buffalo spring drive and 1097 and the intersection improvements. And a lot of these items are still hopeful to get TxDOT to get funded on TxDOT's timeline is kind of what we found. You have your loan star bend and Lonestar parkway intersection improvements which is county and county. And that is part of the small area of master planning that was done by Kendig Keast is extending that through. So, there is a lot of different options here, just trying to put it in front of y'all of what's coming up. The roadway projects which is heavily in section 3. And section 4 is a lot of utility projects. Extensions and closing loops and things like that. They are here as when those developments occurred. So, they would happen when development happens, not necessarily as a city driven project.

Mayor Pro Tem Olson: I have a question about 2026.

Roznovsky: Yes sir?

Mayor Pro Tem Olson: When does priority 3 in 2026, when do those items end up as priority ones, two three years later?

Roznovsky: So right now, there is not, with those being roadway projects...

Mayor Pro Tem Olson: No, I'm looking at water line replacement, water line extension...

Roznovsky: Oh, oh. So, water line replacement, going through that list, so your water line replacement projects, those are mostly driven by downtown. So, when downtown improvements go, those projects need to go with it. There is only a reason to rip up the roads once. The, uh, let's just go down that list while we are here. The Abner Lane water line extension, that is with the, um, Rampy lane property. So, if that develops, they would extend that down to close that water line loop. Your...

Mayor Pro Tem Olson: Which one is Rampy again?

Roznovsky: Behind Kroger.

Mayor Pro Tem Olson: Oh, ok. That is a LeFave property, right?

Roznovsky: It is a private road but there is public utilities along it. So, there was a public water line that was extended out in closing that loop. Going down to the next one, your Buffalo and CB Stewart water line, part of that was discussed with the church. So, the Church of Montgomery is supposed to come in, they were told that they would need to extend it to their property line which will take it up to here. So, then it is a decision, so here is that Abner project, here is that next piece, so if they are sending it, then priority 1 we would come back and say, if they are taking it 50% of the way, do we want to go ahead and finish and close that as one project, save costs there. All of this water line right here is going to be based on this. This closing this and this.

Mayor Pro Tem Olson: So that's my thing with closing all that. We have the ordinance in place that says if you want to build you have to move it from one side to the other, so why would we take that upon ourselves?

Roznovsky: We wouldn't. If this was in the same format as the year one, this would all be on the developer's side, but I think we kind of talked with them and the importance of seeing the volume of public infrastructure going in, because when you go back to the page one, 10 million dollars of, 10 and a half million dollars of infrastructure we are looking at 5 and half coming out of the city's pocket and five and a half of the developers. There is a lot of public infrastructure going in to the city just on that future five year. Which is why it doesn't show that.

Mayor Pro Tem Olson: I guess what I am more interested in is what do we look for in the future.

Roznovsky: So, I think that when you look at your, you have your, when you are looking at item four, you have your general repairs and rehabs. So those are your planned improvements to utilities. When you look at lift station three reroute, that is a project that the city would take on as a optimization of how you operate. So, it has already been partially designed, so right now lift station 3 goes to town creek plant, pumped through lift station 2. This would go down flagship and take it around to the other plant. So, as we develop, we can then look at, if this plant is getting overloaded and this one is not, we can spend that 300 thousand and reroute it to push back that six and a half million dollar project. So that is when it would become a higher priority city driven versus a development.

Mayor Pro Tem Olson: And this is 2026...

Roznovsky: 2026 is a lot. There is a lot coming up.

Mayor Pro Tem Olson: I am up for re-election right here...

CM Donaldson: Going back to that loop, when the gas station comes in, what are they going to tie to?

Roznovsky: Go back-to-back to the map Gary? When the gas station comes in, this development, when they develop the property, they put in water and sewer easements, so they stubbed out water and sewer to this point.

CM Donaldson: Oh ok, I forgot about that.

Roznovsky: I might have said that wrong, I know that sewer is this way, they might have left the water line easement here, one of the two. But they are not going under the street.

Mayor Pro Tem Olson: He technically went from one side to the other, but he did not complete the loop. Like everyone does, technically.

Roznovsky: Right.

CM Donaldson: I need that map thing on the computer.

Roznovsky: We can set up a login for you.

Mayor Pro Tem Olson: Well, it is what it is.

Roznovsky: So one more thing on the long-term list is kinda going back to the roads. I think it's, we need to have probably a deeper discussion on roads because roads are the thing that we continually push. And you know, patch, lets overlay, lets crack seal, let's do these, but, you know, getting these, I mean, there are some big numbers of repaving and making them concrete and improving our streets and intersections that, you know, for the foreseeable future we are not going to be sitting around looking for why do we need to spend seven million dollars. So how we prioritize or get Council behind a master plan for our roadways and how we do that, um, and then start, you know, breaking those up into smaller manageable chunks, so that we are not just spending a lot on repaving and crack sealing, but we're making progressive improvements on these. I think it's gonna be...

Mayor Pro Tem Olson: Well, we really don't have, other than impact fees and, you know, taking out loans, we are not funding any kind of capital projects at all from the rest of the city budget. We don't funnel any money over. And we need to set up a fund of whatever it is, taking a small percentage and just dumping it in for roads and capital improvement so that way there is some funding. It may not be the seven million we are looking for. I kind of visited with Maryann about this earlier this year about setting up funds, it just takes so much money every year to dump into these capital funds, so we have a way at some point to at least do pieces.

Roznovsky: That is also one thing that Katherine talked with staff about was like our water well reworks that, there not planned, its, we look for signs, we look at results, we look at testing to know we need to do it, but on our capital improvement plant we say its every seven to ten years. It could be seven, it could be ten, it could be twenty. But putting that aside so we have that fund balance so when that rework comes up, 1097 water line, 1097 sewer line, when those come up, we have that pocket to go back to for those recoats and rehabilitations and reworks of those items,

which are kind of that first line of your priority 3, the water plan, rework, rehabilitation projects, kind of normalize some of that cost of what it...

Mayor Pro Tem Olson: I'm hoping with our restructure of the Police Department, if this all goes through, it allows us a little more freedom in our regular city budget to start creating those accounts. We will see what happens.

Carl: Keep your fingers crossed.

McCorquodale: Ultimately, it seems like, you know, it comes down to the math, right? That's literally you have an M&O portion of your budget. That's why your water rates should take into account that portion of the annual maintenance too.

Mayor Pro Tem Olson: And it generally does, our water rates do so well that it pays for itself. It's doing a decent job, its paid for itself so much that we steal from it on a regular basis. But as we bond against it, we are not going to have that opportunity.

CM Donaldson: Nobody wants to talk about the dirty words.

Mayor Pro Tem Olson: Like what?

CM Donaldson: Tax increase.

Mayor Pro Tem Olson: That's going to be the last resort. I don't think we are going to have a choice in 26. This is really well done by the way, thank you. Anybody have any comments?

Roznovsky: Is there anything, the last question I have, Is there anything, y'all know you haven't seen or we haven't talked about that needs attention or we need to put a line? Like, XYZ street is really bad, we need to pay attention. What is it going to take to patch 50% of buffalo springs or whatever it is, so you know, as Mike finishes up his numbers, and if we need to put that in here, just so we have it. I know we are getting more roadwork, but if we know that it's 500 thousand that goes into the fund but we've already earmarked 300 of that, is that 200 enough to have as back-up?

Mayor Pro Tem Olson: Well, Buffalo Springs, now that you bring it up, I wouldn't do anything to it. I wouldn't put a patch on it, it's throwing good money after bad. We know its shot, its shot right now. Trying to patch or whatever it's a waste of money. I mean, if there is a gigantic pothole in it, ok, but as long as it's not tearing off tires or anything.

Muckleroy: Well, the reality is, especially on this heavily trafficked roads, there is no amount of work that we can do to it that is going to make it sound other than a true capital project that involves lots of sub base work and hopefully go into concrete.

Mayor Pro Tem Olson: Right, to get to that clay and get a good subbase. I will say, right now, 29 looks fantastic. We could just skip ahead. Does anybody have any questions? Anything?

CM Donaldson: No.

CM Langley: When is the next meeting that we will discuss this?

Palmer: Our next workshop is scheduled for August, but I think we will have to put another one before then.

Carl: Yeah, since we weren't able to do last night.

CM Langley: So, on the 22nd I think there is a workshop scheduled.

Palmer: I don't think we do.

CM Langley: I have it on my calendar, but I don't have what kind of workshop.

Palmer: Was it like a general workshop?

CM Langley: But I have a question mark on it.

Greene: It is the 22nd.

Carl: So, between now and then, I left you all a budget binder. It's the same thing that was emailed out to you the other day. Please by all means look through there, if you run across things that you have a question call me so that when we get into that workshop we can talk about those things and not leave me scrambling trying to figure out how, figure out what your question was. So, if you can let me know ahead of time, I would greatly appreciate it. The more information that we can have for you in that workshop the better.

Palmer: Do you need anything else Chris? Maryann?

Mayor Pro Tem Olson: Ok, everybody's good?

**Adjournment:**

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

Meeting adjourned at 7:57 p.m.

Submitted by: \_\_\_\_\_  
James Greene, City Secretary

Date Approved: \_\_\_\_\_

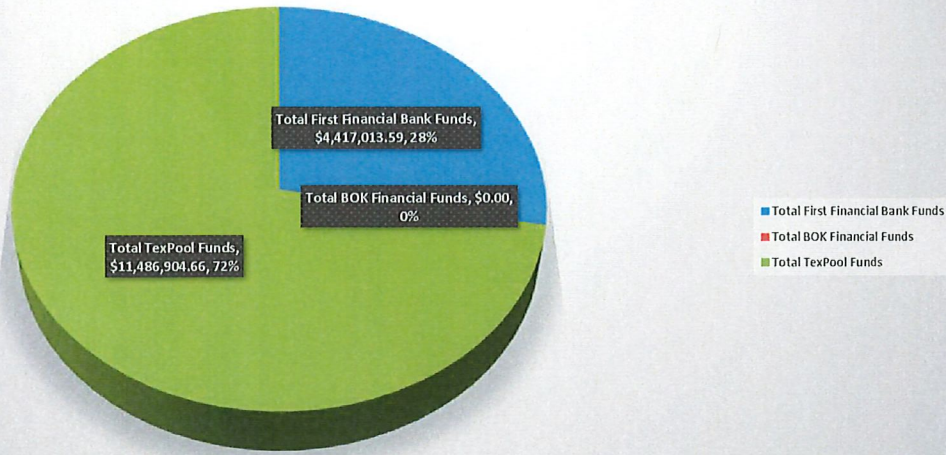
\_\_\_\_\_  
Sara Countryman, Mayor



City of Montgomery Quarterly Investment Report  
From April 1 - June 30, 2024

Summary of Funds held at First Financial Bank						
Investments	Beginning Values as of 04/01/24	Ending Values as of 06/30/24	Quarterly Activity	Quarter Interest Earned	YTD Interest Earned	% of Funds
General Fund Checking	\$1,803,942.17	\$2,395,539.18	\$591,597.01	\$1,523.94	\$1,523.94	
Utility Fund Checking	\$1,000,145.84	\$999,090.40	-\$1,055.44	\$620.95	\$620.95	
MEDC Fund Checking	\$750,264.70	\$747,510.98	-\$2,753.72	\$464.88	\$464.88	
Capital Projects Fund Checking	\$232.38	\$232.47	\$0.09	\$0.09	\$0.09	
Grant Fund - General Checking	\$10.03	\$10.04	\$0.01	\$0.01	\$0.01	
Grant Fund (1) Checking	\$10.03	\$10.04	\$0.01	\$0.01	\$0.01	
Grant Fund (2) Checking	\$10.03	\$10.04	\$0.01	\$0.01	\$0.01	
Hotel Occupancy Fund Checking	\$27,365.29	\$24,530.95	-\$2,834.34	\$12.35	\$12.35	
Police Asset Forfeiture Fund Checking	\$13,285.91	\$13,290.87	\$4.96	\$4.96	\$4.96	
Court Security Fund Checking	\$3,344.12	\$3,345.37	\$1.25	\$1.25	\$1.25	
Court Technical Fund Checking	\$26,608.99	\$26,622.22	\$13.23	\$13.23	\$13.23	
Police Drug & Misc Fund Checking	\$10,702.10	\$10,706.09	\$3.99	\$3.99	\$3.99	
Debt Service Fund checking	\$56,258.39	\$56,398.38	\$139.99	\$139.99	\$139.99	
Home Depot Escrow Fund Checking	\$139,629.75	\$139,716.56	\$86.81	\$86.81	\$86.81	
<b>Total First Financial Bank Funds</b>	<b>\$3,831,809.73</b>	<b>\$4,417,013.59</b>	<b>\$585,203.86</b>	<b>\$2,872.47</b>	<b>\$2,872.47</b>	<b>28%</b>
Summary of Funds held at BOK Financial						
Investments	Beginning Values as of 04/01/24	Ending Values as of 06/30/24	Quarterly Activity	Quarter Interest Earned	YTD Interest Earned	% of Funds
Series 2017A TWDB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Series 2017B TWDB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Total BOK Financial Funds</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>
Summary of Money Market Funds held at TexPool						
Investments	Beginning Values as of 04/01/24	Ending Values as of 06/30/24	Quarterly Activity	Quarter Interest Earned	YTD Interest Earned	% of Funds
General Fund Reimbursement	\$383,459.28	\$388,562.19	\$5,102.91	\$5,102.91	\$5,102.91	
Utility Fund	\$1,880,232.60	\$1,858,519.19	-\$21,713.41	\$24,953.23	\$24,953.23	
General Fund	\$2,398,213.88	\$2,430,128.12	\$31,914.24	\$31,914.24	\$31,914.24	
MEDC Reimbursement	\$256,112.95	\$259,521.13	\$3,408.18	\$3,408.18	\$3,408.18	
MEDC General	\$1,513,131.88	\$1,533,267.82	\$20,135.94	\$20,135.94	\$20,135.94	
Debt Service Fund	\$530.43	\$47,272.34	\$46,741.91	\$75.27	\$75.27	
Capital Projects American Rescue Plan	\$363,881.71	\$368,724.04	\$4,842.33	\$4,842.33	\$4,842.33	
MEDC Downtown	\$216,468.82	\$219,349.45	\$2,880.63	\$2,880.63	\$2,880.63	
Capital Projects Infrastructure	\$50,541.93	\$51,214.42	\$672.49	\$672.49	\$672.49	
Capital Projects Mobility	\$10,822.64	\$10,966.58	\$143.94	\$143.94	\$143.94	
Capital Projects Building	\$743,263.88	\$753,154.88	\$9,891.00	\$9,891.00	\$9,891.00	
Certificates of Obligation Series 2023	\$3,519,390.25	\$3,566,224.50	\$46,834.25	\$46,834.25	\$46,834.25	
<b>Total TexPool Funds</b>	<b>\$11,336,050.25</b>	<b>\$11,486,904.66</b>	<b>\$150,854.41</b>	<b>\$150,854.41</b>	<b>\$150,854.41</b>	<b>72%</b>
<b>Total City Funds</b>	<b>\$15,167,859.98</b>	<b>\$15,903,918.25</b>	<b>\$736,058.27</b>	<b>\$153,726.88</b>	<b>\$153,726.88</b>	

### Bank Fund Distribution Summary for Quarter ending 06/30/24



Compliance Statement: This report is presented in accordance and is in compliance with the City of Montgomery's Investment Policy and meets the requirements set forth in Texas Government Code Chapter 2256.023

All Funds are completely insured and/or Collateralized.

*Maryann Carl*  
Maryann Carl, Finance Director

Date: 7/17/24



**ESCROW AGREEMENT**  
**BY AND BETWEEN**  
**THE CITY OF MONTGOMERY, TEXAS,**  
**AND**  
**Mia Lago Reserve**  
**Dev. No. 2411**

THE STATE OF TEXAS            ⤵  
COUNTY OF MONTGOMERY    ⤵

This Escrow Agreement, is made and entered into as of the \_\_\_\_\_ day \_\_\_\_\_, 2024 by and between the CITY OF MONTGOMERY, TEXAS, a body politic, and a municipal corporation created and operating under the general laws of the State of Texas (hereinafter called the "City"), and Dunhill Builders, LLC a Limited Corporation, (hereinafter called the "Developer").

**RECITALS**

WHEREAS, the Developer desires to acquire and develop all or part of a 75 Acre sometimes referred to as the Mia Lago Reserve Tract, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

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

Dev. No. 2411

**AGREEMENT****ARTICLE I****SERVICES REQUIRED**

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

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

**ARTICLE II****FINANCING AND SERVICES**

Section 2.01 All estimated costs and professional fees needed by City shall be financed by Developer. Developer agrees to advance funds to City for the purpose of funding the required Utility and Economic Feasibility Study ("Study") and initial coordination with the Developer in the amount of \$8,000.

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

Dev. No. 2411

Section 2.03 As part of the Study, the estimated additional Escrow Amount will be determined for plan reviews, developer coordination, construction coordination, construction inspection, warranty services, legal expenses, and administrative costs. Developer agrees to submit payment of the Escrow Amount to City no later than thirty (30) days after the acceptance of the Study by City Council. No work outside of the Study will be performed by or on behalf of the City until the Escrow Amount has been deposited.

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

Dev. No. 2411

ARTICLE III,  
MISCELLANEOUS

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

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



Dev. No. 2411

If to Developer, to:                   Gregg Katt  
                                                  Dunhill Builders, LLC  
                                                  4801 Woodway Dr Suite 425  
                                                  Houston, Texas 77056

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

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

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

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

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

Dev. No. 2411

affected thereby.

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

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

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

Dev. No. 2411

CITY OF MONTGOMERY, TEXAS

By: \_\_\_\_\_  
Sara Countryman, Mayor

ATTEST:

By: \_\_\_\_\_  
James Greene, City Secretary

DUNHILL BUILDERS LLC  
Developer

By: Meggy A. Bett  
Signature

Title: CFO + BUSINESS DEVELOPMENT



Dev. No. 2411

STATE OF TEXAS {

COUNTY OF MONTGOMERY {

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

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

\_\_\_\_\_  
Notary Public, State of Texas

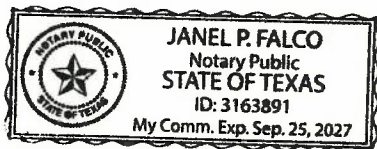
THE STATE OF TEXAS {

COUNTY OF \_\_\_\_\_ {

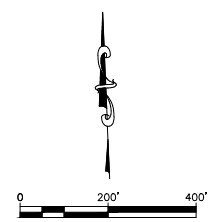
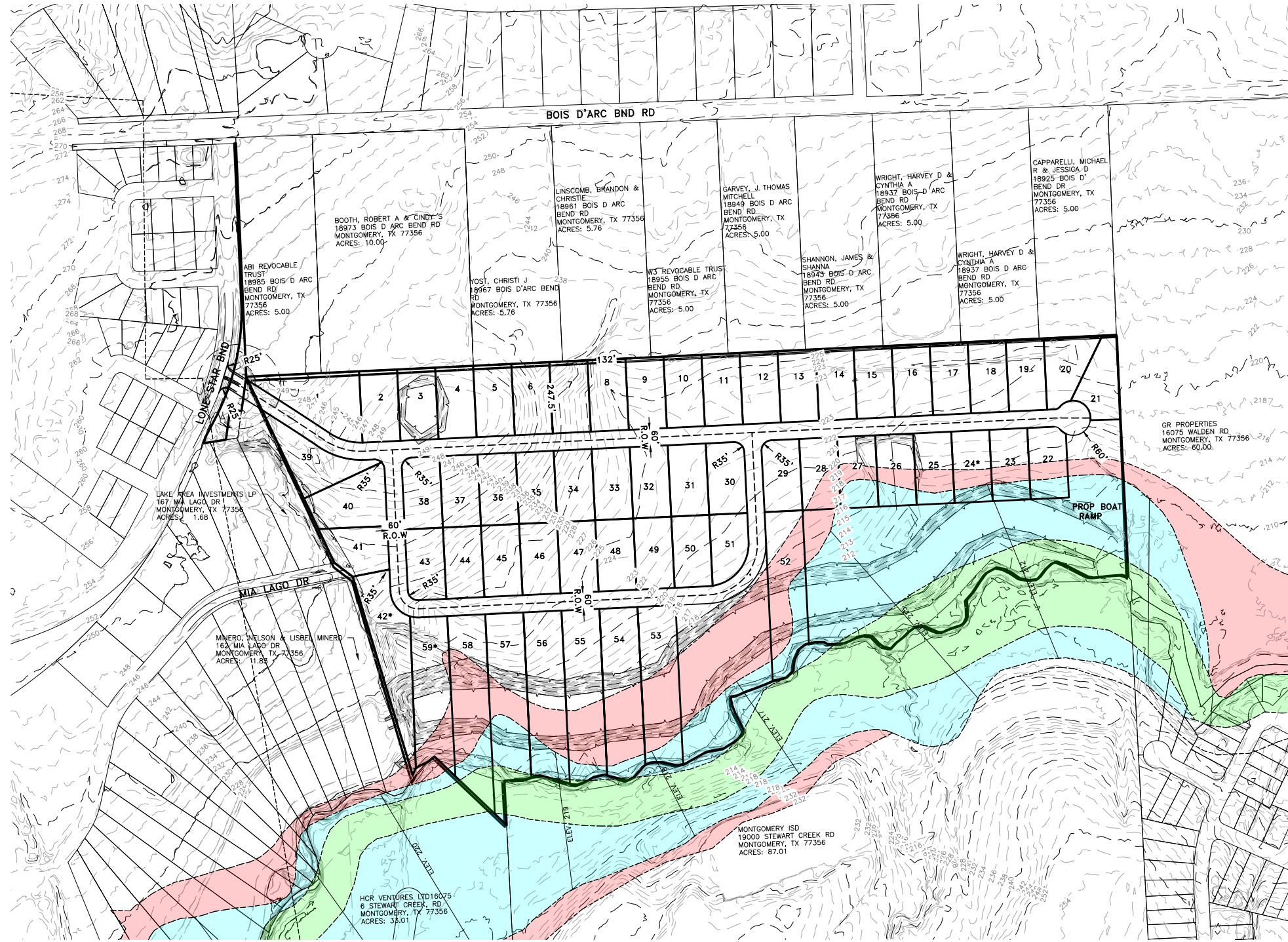
BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared GREGORY A. KATT, \_\_\_\_\_ of DUNHILL BUILDERS LLC, a TEXAS LIMITED LIABILITY COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated and as the act and deed of said organization.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 16 day of July, 2024.

Janel P. Falco  
\_\_\_\_\_  
Notary Public, State of Texas



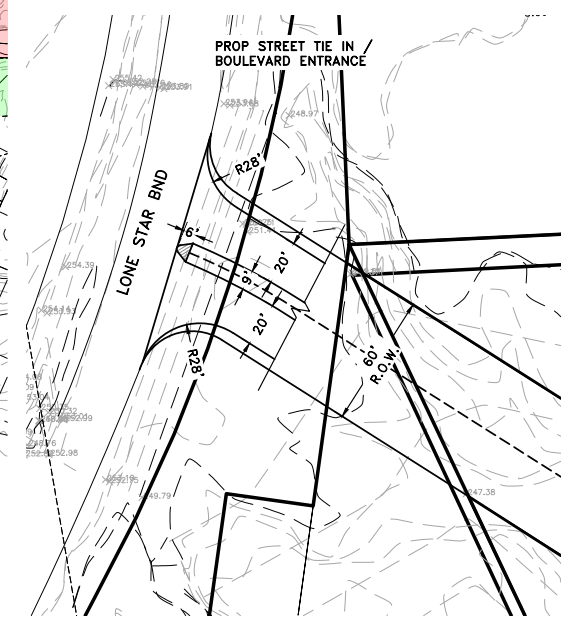
L:\SHARED\L2\_ENGINEERING\_PROJECTS\ENGINEERING\_PROJECTS\10922 - ESTATES OF MIA LAGO EXPANSION\03 CAD\DESIGN SET\EXHIBIT\PRELIMINARY SITE PLAN - 02.DWG Apr. 16, 2024-3:02 PM HUNTER MARGRITZ



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

TRACT AREA: 74.80 ACRES  
 NOMINAL LOT SIZE: 132'x247.50'  
 NOMINAL LOT ACRE: 3/4  
 NUMBER OF LOTS: 59  
 LOTS PER ACRE: 1.23  
 LF OF STREETS: 5,334.92  
 LF OF STREET/LOT: 90.42

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



# ESTATES OF MIA LAGO EXPANSION

## PRELIMINARY SITE PLAN

04/16/2024

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

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF:  
 E. LEVI LOVE, PE #99340  
 OR  
 JONATHAN WHITE, PE #127058  
 FOR REVIEW PURPOSES ONLY  
 NOT FOR CONSTRUCTION

**ESCROW AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF MONTGOMERY, TEXAS,**

**AND**

**Devpoint, LLC**

**Dev. No. 2412**

THE STATE OF TEXAS            ⤵

COUNTY OF MONTGOMERY    ⤵

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

**RECITALS**

WHEREAS, the Developer desires to acquire and develop all or part of a 50-acre tract sometimes referred to as the Villages of Montgomery Tract, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

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

AGREEMENT

## ARTICLE I

SERVICES REQUIRED

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

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

## ARTICLE II

FINANCING AND SERVICES

Section 2.01 All estimated costs and professional fees needed by City shall be financed by Developer. Developer agrees to advance funds to City for the purpose of funding the required Utility and Economic Feasibility Study ("Study") and initial coordination with the Developer in the amount of \$8,000.

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

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

Dev. No. 2412

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

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

### ARTICLE III,

#### MISCELLANEOUS

Section 3.01 City reserves the right to enter into additional contracts with other persons, corporations, or political subdivisions of the State of Texas; provided, however, that City

Dev. No. 2412

covenants and agrees that it will not so contract with others to an extent as to impair City's ability to perform fully and punctually its obligations under this Escrow Agreement.

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

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

Dev. No. 2412

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

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

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

If to Developer, to:	Tom Cox or Justin Hood Devpoint, LLC 13225 FM 149 Montgomery, Texas 77316
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The parties shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party.

Dev. No. 2412

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

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

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

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

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



Dev. No. 2412

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

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

CITY OF MONTGOMERY, TEXAS

By: \_\_\_\_\_  
Sara Countryman, Mayor

ATTEST:

By: \_\_\_\_\_  
James Greene, City Secretary

DEVPOINT, LLC  
Developer

By:   
Signature

Title: MANAGER

STATE OF TEXAS {

COUNTY OF MONTGOMERY {

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

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

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS {

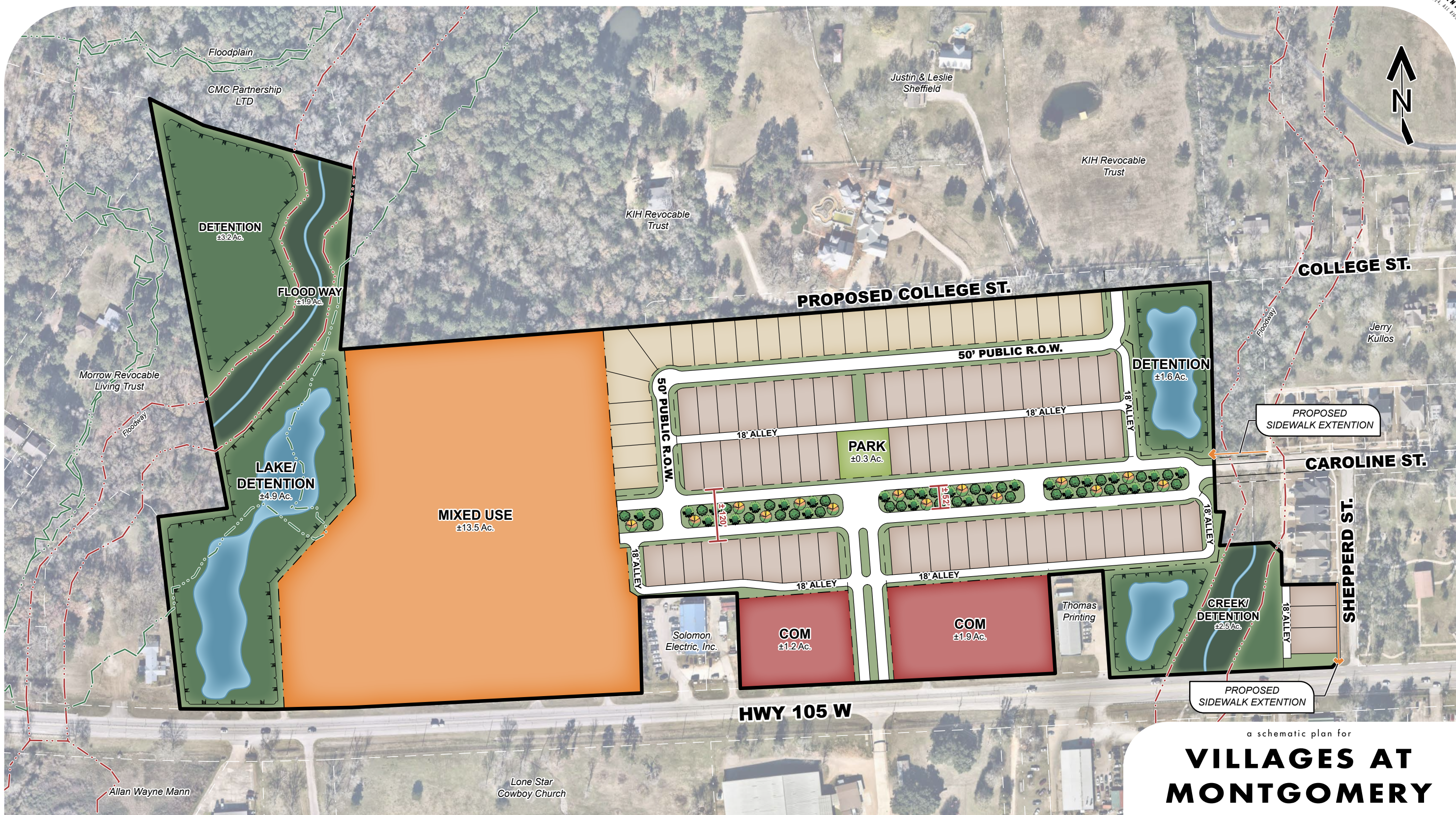
COUNTY OF Montgomery {

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 16<sup>th</sup> day of July, 2024.



Katrece Raabe  
Notary Public, State of Texas

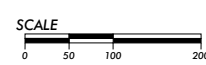


a schematic plan for  
**VILLAGES AT MONTGOMERY**  
 ± 50.8 ACRES OF LAND

prepared for  
**GRACEPOINT HOMES**



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



MTA-1-730A  
 JUNE 28, 2024

**LOT SUMMARY**

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

**TOTAL 98 LOTS**

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

# Mia Lago Reserve (Dunhill Builders, LLC) Tract (75 Ac) Feasibility Study City of Montgomery (Dev. No. 2411)

**Request:** Council Authorization on July 23, 2024

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

**SCOPE OF WORK**

- *Feasibility Study Report – Preparation of a feasibility study report to analyze the feasibility to serve the proposed 75-acre single family development situated east of Lone Star Bend at the end of Mia Lago Drive. WGA will analyze the City’s water, wastewater, and drainage system and note whether any upgrades need to be made or if any utility extensions will be required to serve the tract. If any upgrades to the City’s facilities are needed or any utility extensions are required, WGA will prepare a cost estimate to be included in this feasibility study. A preliminary site exhibit showing the extent of the 75-acre tract, and any utility extensions/upgrades necessary to serve the tract will be prepared by WGA to be included in this feasibility study.*

**ENGINEERING COST**

The cost to perform the Mia Lago Reserve Feasibility Study described above is \$6,000, to be billed lump sum.

**SCHEDULE**

Milestone 1: Authorization to Proceed	1	calendar day*
Milestone 2: Kick-off Meeting	1	calendar day
Milestone 3: Report Preparation	45	calendar days
<b>TOTAL DURATION</b>	<b>47</b>	<b>calendar days</b>

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



# Villages of Montgomery (Devpoint, LLC) Tract (50.8 Ac)

## City of Montgomery

### (Dev. No. 2412)

**Request:** Council Authorization on July 23, 2024

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

#### SCOPE OF WORK

- *Feasibility Study Report – Preparation of a feasibility study report to analyze the feasibility to serve the proposed 51-acre mixed-use development situated West of Shepperd St. between College St. and State Highway 105. WGA will analyze the City's water, wastewater, and drainage system and note whether any upgrades need to be made or if any utility extensions will be required to serve the tract. If any upgrades to the City's facilities are needed or any utility extensions are required, WGA will prepare a cost estimate to be included in this feasibility study. A preliminary site exhibit showing the extent of the 51-acre tract, and any utility extensions/upgrades necessary to serve the tract will be prepared by WGA to be included in this feasibility study.*

#### ENGINEERING COST

The cost to perform the Villages of Montgomery Tract's Utility and Economic Feasibility Study described above is \$6,000, to be billed lump sum.

#### SCHEDULE

Milestone 1: Authorization to Proceed	1	calendar day*
Milestone 2: Kick-off Meeting	1	calendar day
Milestone 3: Report Preparation	45	calendar days
<b>TOTAL DURATION</b>	<b>47</b>	<b>calendar days</b>

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY (“CITY COUNCIL”), TEXAS, APPROVING THE PROPOSED MONTGOMERY CRIME CONTROL AND PREVENTION DISTRICT (“CCPD”) BUDGET AND CRIME CONTROL PLAN FOR FISCAL YEARS 2024-2025 AND 2025-2026; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 363.061 of the Texas Local Government Code provides that the CCPD shall formulate and approve a two-year crime control plan and a two-year budget plan; and

**WHEREAS**, Section 363.204 of the Texas Local Government Code requires the CCPD to hold a public hearing prior to the adoption of said crime control plan and budget; and

**WHEREAS**, the Board of Directors for the Montgomery Crime Control and Prevention District properly published and held its required public hearing on June 25, 2024; and

**WHEREAS**, the CCPD did adopt said proposed crime control plan and budget on June 25, 2024; and

**WHEREAS**, Section 363.205 of the Texas Local Government Code requires the City Council to hold a public hearing prior to approving the adopted CCPD crime control plan and budget; and

**WHEREAS**, the City Council for the City of Montgomery properly published and held its required public hearing on July 23, 2024; and

**WHEREAS**, the proposed crime control plan and budget must now be approved by the City Council.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Montgomery that:

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

**SECTION 2. Crime Control Plan and Budget Approved.** The City Council hereby approves and adopts the CCPD’s proposed crime control plan and budget for fiscal years 2024-2025 and 2025-2026 attached hereto and incorporated herein as Exhibit A.

**SECTION 3. Repealer.** All ordinances and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict herewith.

**SECTION 4. Severability.** It is hereby declared that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and section of this ordinance, because the same would have been enacted by the City Council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph, or section.

**SECTION 5. Effective Date.** This ordinance shall become effective immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

**PASSED AND APPROVED** this the 23<sup>rd</sup> day of July, 2024.

\_\_\_\_\_  
Sara Countryman, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
James Greene, City Secretary

\_\_\_\_\_  
Alan P. Petrov, City Attorney





**CRIME CONTROL AND PREVENTION DISTRICT  
2024  
CRIME CONTROL PLAN**

Chief Anthony Solomon

**MONTGOMERY POLICE DEPARTMENT**  
**CRIME CONTROL AND PREVENTION DISTRICT**  
**CRIME CONTROL PLAN**  
**EXECUTIVE SUMMARY**

## Overview

Establishing the City of Montgomery Crime Control and Prevention District will make it possible for the Montgomery Police Department to address several issues that are growing in significance. The natural growth of the city, along with the emergence of new crime trends such as designer drugs, theft, assaults, fraud, and violent repeat offenders, are becoming major law enforcement challenges. The increasing population and inherent traffic problems raise the demands on the Police Department. All these conditions often result in unfavorable police response times to police calls for service, forcing citizens to wait even longer for a police response.

Implementing a Crime Control and Prevention District will assist in offsetting the costs of additional police personnel and equipment which ordinarily would be funded by the General Fund. The creation of a Crime Control District would enable the Police Department to make a significant impact on the goals and compelling issues that were identified in 2022-2023 end of the year report. The Montgomery Police Department regularly provides the citizens of Montgomery with a low response time. To maintain that low response time with the incoming business growth and increased population of Montgomery, as well as the consistent increase in certain types of calls, it is apparent that staffing levels, while steady at this time, will need to increase in the next one to two years to prevent any stacking of calls. The City Council, City Management, and the Police Department must always stay in contact and look at how they can develop a plan to address the increasing needs of the Police Department as they continue to grow. The development of the District Board would assist in creating a Crime Control District so that improved police services would not adversely impact other departments across the growing City of Montgomery.

Current service levels can be sustained in the long term if staffing and equipment quality in the Police Department are maintained and allowed to increase incrementally with the city's growth. Considering this, it is paramount to the effectiveness and efficiency of the Police Department and the City that the voters approve the Crime Control and Prevention District for at least a five-year term. Setting this five-year term will allow the Montgomery Police Department to provide the community with a professional police service with proper staffing levels, quality training, and equipment with minimal impact on the general fund. The following sections explain the impact the Crime Control and Prevention District funding can provide for the Montgomery Police Department.

## Violence

The City of Montgomery is considered one of the safest cities in this county. However, as we look at the increase in violence in the growing Montgomery County area, this has brought to light other enforcement issues that cannot be ignored. The storing, distribution, and use of narcotics is beginning to have a dramatic effect on our violent crime within the City of Montgomery. On March 21, Sergeant Graves conducted a traffic stop that resulted in the arrest of a subject for felony Manufacture or Delivery of a Controlled Substance. Inside the vehicle, Sergeant Graves located a small scale,

numerous small zip baggies, and several controlled substances in various quantities including Meth, PCP, heroin, fentanyl, and amphetamines. As a result of the drug seizure, the suspect's 2021 Ram 1500 has been seized by the City of Montgomery and is going through the asset forfeiture process with the District Attorney's Office.

Our Detective Sergeant has discovered by speaking with witnesses and victims of violent crimes that most of the offenders were involved with the illegal use and distribution of narcotics in some way. Unfortunately, most of the time these facts only come to light during the investigation and after the damage has been done. The proactive enforcement of this type of activity could have been prevented or possibly deterred before the commission of a crime. However, the Montgomery Police Department will train and utilize its staffing resources in the near future to investigate narcotics activity throughout the city proactively.

## Traffic

In 2023, Montgomery County was noted as one of the fastest growing counties in United States with a growth from 2022-2023 of 4.7% and shows no signs of slowing. The largest City in Montgomery County (Conroe) continues to experience growth both in residential and commercial areas of the city. The growth in their population fuels the population of The City of Montgomery, the unincorporated areas which surround Montgomery, as well as the proximity of the Metroplex to this area all contribute to traffic congestion on roadways like FM 149, I-45, FM 1097, and Highway 105, are major traffic arteries running through and to the city of Montgomery.

Construction is necessary and anticipated in the next couple of years in all the above-mentioned areas to accommodate ever-growing traffic congestion. However, construction will only make matters worse for travel in and through the city. Traffic problems and traffic violations are by far the most frequently received complaints from the public. This trend will likely continue as the city grows. The citizens feel the effects of traffic congestion, not only when they travel within the city, but also when the police are called to their homes and businesses. Traffic congestion, increased road construction, and increased traffic accidents will inevitably make it difficult for the police to reach the people who need them. For perspective, the number of accidents from 2021 to 2023 has increased by 21.21%.

We must provide the community with a viable solution to the issue. In June of 2020, the National Institute of Justice (NIJ) published an article, "Effect of High-Visibility Enforcement on Motor Vehicle Crashes." Within the article the author addresses the limited amount of research being conducted on this topic. However, the author writes research available does "suggest that sustained enforcement actions discouraging the driving behaviors that lead to crashes can have a positive impact on reducing them." (Williams, 2020)

The Montgomery Police Department relies heavily on the patrol officer to provide traffic enforcement in all areas within the city. However, with our increased call load over the last few years, it has taken away some of the opportunity for officers to provide the traffic enforcement necessary to meet the needs of the community. The implementation of the Montgomery Crime Control and Prevention District will aim to decrease the amount of traffic accidents by providing increased patrols in areas where traffic accidents are likely to occur.

## Community Engagement

Controlling crime in the City of Montgomery is a collaborative effort between the Montgomery Police Department and the community. The Montgomery Police Department is working hard to strengthen the relationship with the community through community engagement activities. We must provide mechanisms for the community to get more involved in crime prevention and crime fighting. Reassuring the community that fighting crime is a collaborative effort between the police department and the community they serve should be our priority.

In 2023, the Montgomery Police Department applied for a grant via the United States Department of Justice Office of Community Oriented Policing Service (COPS) Hiring Grant. The grant would cover 36 months of payroll expenses for two new officer positions, with the agreement that the city would take over from month 37 and beyond. We, unfortunately, were not awarded funding through this grant. However, with the help of the city council, we've been able to fill those positions in patrol allowing us more opportunity to address other issues. The Crime Control and Prevention District will focus on providing equipment, training, and much needed funding to increase our engagement with the community. The funding will also be used to absorb new staffing positions, lessening the impact on the General Fund.

The objective of the agency and the Community Engagement efforts will promote collaboration and increase trust with our citizens by increasing our interactions with members of the community.

## Conclusion

The approval of the Montgomery Crime Control and Prevention District is crucial to the Montgomery Police Department's future. The Montgomery Police Department's ability to provide a safe environment in which families, businesses, and individuals can pursue their daily activities without concern or worry about crime is dependent upon this referendum. The increasing population growth of those who live, shop, and travel through the Montgomery community, requires a more than adequate response time, effective community engagement activities, a level of transparency to keep the public informed, and current relevant investigative capabilities. The additional funding this would provide will allow us to keep up with all the law enforcement and community outreach challenges that come with this growth.

Low Response times to priority 1 calls for service must be maintained and a lower response time to our priority 2 calls for service must be reached. The rise in the number of calls for service dictates the need to monitor this statistic or stand the chance of stacking calls or in other words, holding priority calls. Implementing geographical policing strategies will also assist in our goal of lower response times. However, we have been unable to implement this needed strategy because of inadequate staffing. Our ability to successfully implement geographical policing is contingent on this referendum.

The additional revenue will help to transform the Police Department into the best-staffed, best-equipped, and most efficient law enforcement agency this city has ever had. Ultimately, we understand the voters will decide whether their Police Department will receive these necessary resources to provide safe neighborhoods, safe shopping experiences, and safe community events, as well as being well equipped and trained with the latest technologies to help keep the City of Montgomery a desirable place. We remain committed to our vision, but we are at a point where the lack of resources could greatly affect our ability to accomplish our vision.

### **Montgomery Police Department Mission Statement:**

*The Montgomery Police Department is dedicated to forging a partnership with the community we serve. It is the mission of the Montgomery Police Department to provide for the protection of lives and property, preserve the public peace, and provide needed community services with the highest level of professionalism and ethical standards effectively and efficiently.*

## Goals and Objectives

The Montgomery Police Department has long held true to our mission statement. As an agency our primary goal is to ensure we meet the vision and values of our city and the community we serve. The goals and objectives encompassed in the following strategic plan is how we, as a police organization, fulfill the Montgomery Police Department Mission Statement and the community's priorities:

**Montgomery Police Department's Vision:** To be a modern, progressive organization collaborating with our community to provide a safe and caring environment that enhances quality of life in the City of Montgomery.

**Montgomery Police Department's Core Values:** Our employees serve the residents of Montgomery with the following values:

**A - Accountability** - Responsible for all our decisions and actions.

**S - Stewardship** - Dedicated to responsible use of resources.

**P - Professionalism** - Maintain public confidence, trust, and pride. We will always be truthful and trustworthy.

**I - Integrity** - Doing the right things, for the right reasons, all of the time.

**R - Respect** - Treat all with courtesy, compassion, fairness, and dignity.

**E - Excellence** - Committed to the highest ethical and legal standards in everything we do.

The Montgomery Police Department's Strategic Plan identified five major goals which will assist in reaching the above vision, and values of the Montgomery Police Department, as well as the needs and values of our community. These goals, vision, and values were selected to allow us a unit to measure and to gauge our performance to ensure effectiveness of the plan throughout the next couple of years. These goals are based upon what the community consistently views as a priority.

The goals are not meant to be all inclusive in what can be achieved by the Montgomery Police Department's Crime Control and Prevention District but will provide the Police Department guidelines to a path of success. The following is the list of goals for the first two years of the strategic plan:

- Maintain low response times for Priority 1 emergency calls for service and improve on our response times to Priority 2 calls for service.
- Increased police officer visibility in neighborhoods, shopping areas, and our park system.

- Promote collaboration and increase trust with our citizens.
- Demonstrate proactive, progressive, and preventative policing at all levels of the organization.
- Enhance crime fighting and investigative abilities and maintain and update technology to improve efficiency and effectiveness.

The following objectives were created to help achieve each goal over the next two years. It is our intent to review these objectives annually to ensure maximum effectiveness in achieving our City's and Department's mission, vision, and values. The objectives may change to ensure they are achieving the major goals of the strategic plan.

## Priority Response Times

**Goal:** *Maintain low response times for Priority 1 emergency calls for service and improve on our response times to Priority 2 calls for service.*

Over the last few years, the Montgomery Police Department has seen an increase in the number of traffic accidents to which they respond. The increasing population on our already crowded roadways is a contributing factor in the rise in accidents. The increase is concerning, in and of itself, however it also contributes to the response time for all our first responders. The number of accidents worked by officers pulls much needed assets like addressing traffic enforcement and our ability to respond to other calls for service in other areas of the City of Montgomery. Whereas our current Priority 1 response time averages around 2 and a half to 3 minutes our Priority 2 response time needs some improvement, as it currently sits near 5 to 7 minutes.

The Crime Control and Prevention District funding will provide the agency with additional personnel to respond to accidents and clear the roadways in a timely manner. Ultimately, improving the efficiency with which the agency clears the roadways, improving response times for all first responders. Additionally, more personnel and resources will assist the agency in preventing accidents on our roadways.

Research has shown the level of traffic enforcement on the nation's roadways has a causal effect on the number of accidents an agency experiences throughout their jurisdiction. The Institute of Justice (NIJ) in 2020 cited in an article regarding the effectiveness of traffic enforcement on the number of accidents which occur as follows:

*"Research available does suggest that sustained enforcement actions discouraging the driving behaviors that lead to crashes can have a positive impact on reducing them." (Williams, 2020)*

The additional personnel and equipment will assist the Montgomery Police Department by providing added traffic enforcement geared at bringing down the number of accidents which occur within the City of Montgomery. Our ability to have a positive effect on the number of accidents which occur within the City of Montgomery will provide a more effective response for all first responders while helping to provide safe roadways for everyone.

## Geographical Policing Strategies

**Goals:** *Increased police officer visibility in neighborhoods, shopping areas, and our parks. And Promote collaboration and increase trust with our citizens.*

Agencies across the United States have seen great success in implementing geographical policing strategies. The Montgomery Police Department has never successfully implemented the strategy, mainly (but not exclusively) because of inadequate staffing in the patrol section. Geographical policing strategies provide the community with a more direct link to the police department. The concept is to assign officers to a district for 6 months to a year in which they become familiar with their assigned area. The assignment allows officers to interact with members of the community more regularly, ultimately improving the relationship. Officers will be given the opportunity to come up with innovative ideas on how to solve crime in their districts/beats. These opportunities will provide officers with a sense of ownership of the districts to which they are assigned.

In 2020, the Montgomery Police Department began the data collection and CRIME mapping to track crime and calls throughout the City of Montgomery and its ETJ. It was determined that in the very near future, dividing the city into two quadrants is the best way to distribute call loads. We have been unable to implement this strategy due to lack of staffing and resources. Crime Control and Prevention District funding will provide the resources necessary to help implement this strategy.

Ultimately, the implementation of geographical policing strategies will accomplish more goals than just improving our relations with the community. There is no doubt the implementation of these strategies will also provide a deterrent effect on any criminal element who may think twice at the mere presence of an officer within the area they wish to offend. The number of crimes any agency deters is nearly impossible to put a number on but in theory it will reflect on the overall number of offenses if successfully implemented.

## Crime Rate Information

**Goal:** *Demonstrate proactive, progressive, and preventative policing at all levels of the organization.*

Each month, the Police Department reports the number of serious offenses that have occurred to the Texas Department of Public Safety, via the National Incident Based Reporting System, who then forwards those statistics to the Federal Bureau of Investigation in Washington. These offenses are divided into Group A (most serious offenses) and Group B (less serious offenses). The number of Group A offenses is used by the U.S. Justice Department to calculate a particular city's crime rate to form a basis for comparison between cities of similar population within a particular State.

Whereas, the number of Group A offenses may not be the magnitude of a larger city, for the City of Montgomery the total number of Group A offenses has increased over two years (2021-2022), while remaining the same last year (2023). The influx of populous in the city, the economic growth, and the increased number of those traveling through the city can have direct correlation with the amount of crime any city is dealing with, and Montgomery is no exception. In fact, Montgomery County has been described by some sources as the fastest growing county in the nation. Considering the biggest city in Montgomery County is Conroe, one could draw the conclusion that Conroe is considered a large portion of that growth that is feeding into the city of Montgomery.

It stands to reason with more populous in any given area, a certain amount of criminal activity is to be expected. However, the fact that it is to be expected does not mean the citizens of Montgomery, the

City of Montgomery, and Montgomery Police Department should stand idle and "accept" the crime as it comes into our area either via a gradual increase or a spike in certain criminal activity. The Montgomery Police Department is prepared to fight, prevent, and investigate criminal activity but the need for personnel, training, and equipment is paramount.

The funding will allow us to enhance an already good crime prevention program and promote innovative ideas throughout the organization by exposing all employees to new crime prevention, progressive policing, and proactive policing methods through training opportunities. The Montgomery Crime Control and Prevention District can give us a fighting chance to combat crime by providing additional personnel and resources throughout the organization.

## Investigations

**Goal:** *Enhance crime fighting and investigative abilities and maintain and update technology to improve efficiency and effectiveness.*

The Detective's ability to successfully clear cases is dependent a great deal on the quality of the initial police work done by the first investigating officer and whether a suspect/offender was apprehended shortly after the crime. Having more officers on the street helps keep the officers in their districts and close to their calls, which keeps response times low and the possibility of a criminal arrest high. Other personnel in key positions within the Department help keep those officers on the streets to enable them to handle more important investigative assignments. This method of deploying personnel in the most efficient manner possible promotes a highly effective police presence on the street, with the end result being high-quality police work that gives Detectives what they need to successfully clear their cases.

In the near future we will need to promote an additional full-time investigator added under the Crime Control District this can assist in improving the caseloads. With fewer cases to manage, detectives are able to devote more time to their caseloads, thereby increasing their effectiveness. Additionally, the Montgomery Police Department has not directly investigated narcotics offenses due to lack of staffing. However, we work closely with the Sheriff's Department, DPS, and several other agencies to fight this crime here in the city. Narcotic activity is beginning to have an increased impact on the types of crimes the City of Montgomery is beginning to see our fair share. For example, the Montgomery Police Department has not investigated a homicide in 15 years, however our officers have been first on the scene of two homicides within our ETJ one resulting a violent aggravated assault involving a knife. There is a real increase in domestic violence with overtones directly linked to narcotics usage and distribution. Unfortunately, we are beginning to see what the inability to investigate certain crimes can do to health, safety, and wellbeing of our community.

Crime Control and Prevention District funding will provide the department with much needed staffing to thoroughly investigate crimes which, historically, we have been able to address but by having to take resources from other areas. Also, the additional funding will provide us with the opportunity to hire another investigator and begin specializing our detectives in certain areas such as:

- Homicide Investigations
- Property Crimes Investigations
- Theft
- Burglary
- Crimes Against Persons Investigations



- Child crimes
- Domestic Violence
- Crimes against women
- Fraud Investigations
- Narcotics Investigations
- Computer Forensics Investigations

Our Sergeant Investigator and other staff members have been afforded some opportunities to seek specialized training to properly investigate the above-listed offenses. Often, those who investigate a property crime would then be given a robbery to investigate. Whereas that may seem like a logical way to make use of the manpower in that section, it is not optimal. Most of the above listed crimes require some sort of specialized training which can be costly but, in an effort, to provide the community with a sense of justice after being violated in some fashion, specialized detectives in these areas provide the best possible outcome.

Additionally, the funding would provide the criminal investigations section with relevant equipment which will assist in the apprehension of those who commit crimes in the City of Montgomery. Several of the cases mentioned thus far required the detectives to reach out to agencies which have basic investigative equipment to properly investigate criminal offenses. Telephone forensics has been a relevant investigative tool for many years, and the City of Montgomery has provided the Montgomery Police Department with technology needed for this type of criminal investigation . Our most recent example is a missing person investigation which has required us to outsource our technology needs again. Often when seeking assistance from another agency's technology, you are at the mercy of their cases being priority. We have sought other means of obtaining technology via grants, but sometimes we receive the grant and other times we're denied, so there is no consistency.

## Funding

Below are examples of what the Crime Control and Prevention District funding could provide throughout the organization:

- Personnel & Benefits
- Lab fees and supplies
- Training
- Electronic Material (software)
- Equipment
- Technology upgrades
- New technology
- Association Dues
- Miscellaneous Materials
- Fleet needs throughout the organization
- Radio upgrades and maintenance
- Community engagement activities
- New hire expenses
- Accreditation costs

It should be noted that the above list is not meant to be all inclusive and could change based upon the amount awarded via Crime Control and Prevention District funding.

**MONTGOMERY CRIME CONTROL AND PREVENTION DISTRICT FUND BUDGET PLAN**

Revenue	FY25	FY26	Future Goals
Sales Tax	\$ -	\$ 550,000.00	\$ 550,000.00
Total Revenue	\$ -	\$ 550,000.00	\$ 550,000.00

LINE ITEMS	FY25	FY26	Future Goals
New Investigator Position Salary Increase	\$ -	\$ -	\$ 4,125.00
2 New Records Personnel	\$ -	\$ -	\$ 100,000.00
3 New Patrol Officers	\$ -	\$ -	\$ 186,000.00

<b>PERSONNEL TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 290,125.00</b>
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Specialized Training:

Emergency Management	\$ -	\$ -	\$ 5,000.00
Enhanced Crime Prevention	\$ -	\$ -	\$ 12,000.00
Investigation/Crime Scene Training	\$ -	\$ -	\$ 6,000.00

<b>STAFF DEVELOPMENT TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 23,000.00</b>
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New Police & Court Facilities	\$ 550,000.00	\$ 550,000.00	\$ -
New Vehicle: Unmarked Investigator Vehicle	\$ -	\$ -	\$ 85,000.00
Decals for Specialized Traffic Unit	\$ -	\$ -	\$ 12,000.00
Additional Flock Cameras	\$ -	\$ -	\$ 40,000.00
New Unit: K9/Comfort Dog & Training	\$ -	\$ -	\$ 35,500.00
Crime Scene Cameras	\$ -	\$ -	\$ 14,000.00
Drone & FAA training and certifications	\$ -	\$ -	\$ 31,500.00
Enhance ticket writing abilities	\$ -	\$ -	\$ 18,875.00

<b>CAPITAL OUTLAY TOTAL</b>	<b>\$ -</b>	<b>\$ 550,000.00</b>	<b>\$ 236,875.00</b>
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<b>TOTAL EXPENSES</b>	<b>\$ 550,000.00</b>	<b>\$ 550,000.00</b>	<b>\$ 550,000.00</b>
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Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> July 23, 2024	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Admin	<b>Prepared By:</b> Dave McCorquodale

**Subject**

Discussion regarding a Development Agreement for a proposed 86-acre single family residential project by Morning Cloud Investments (Dev. No. 2403).

**Recommendation**

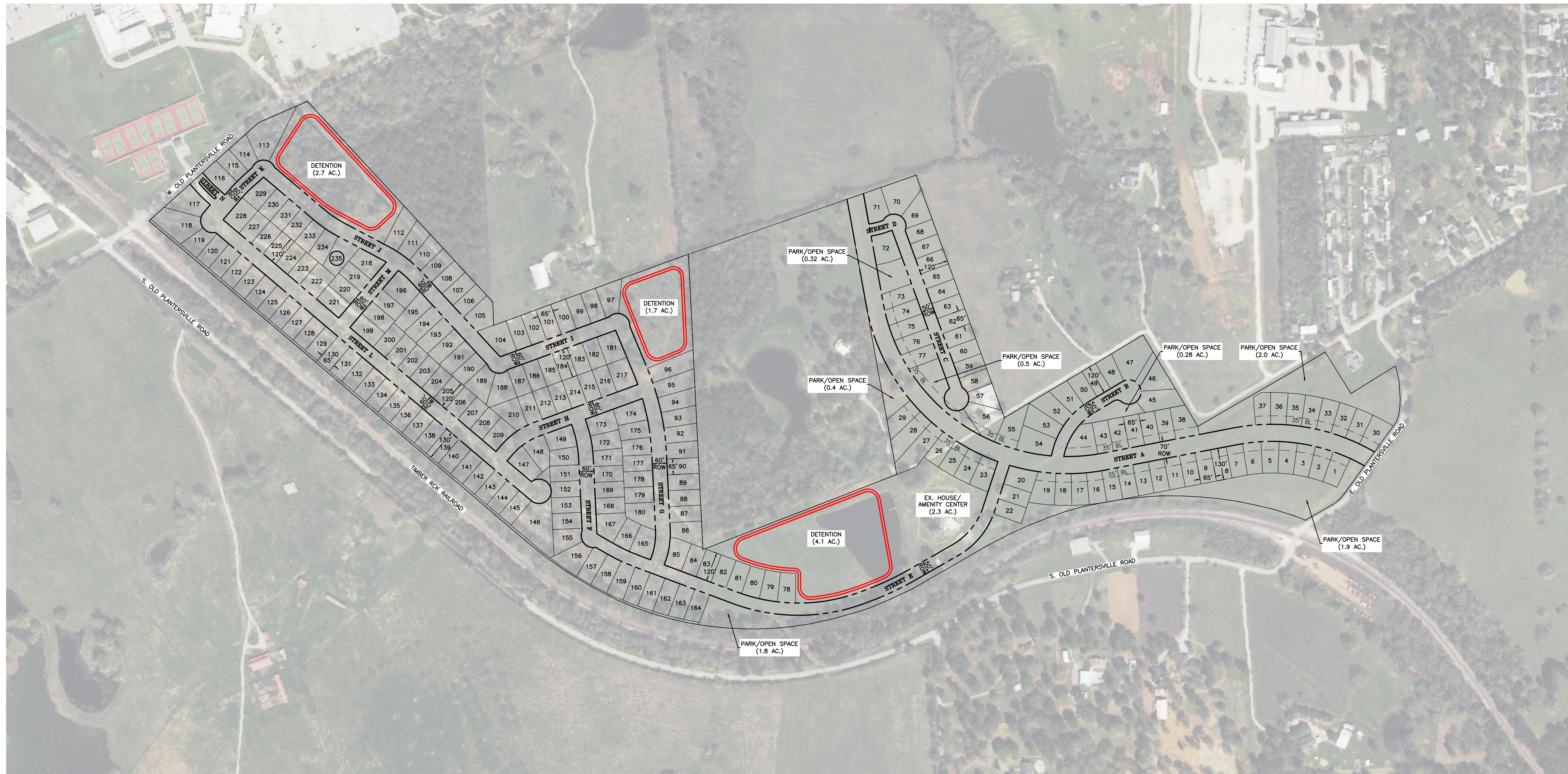
Discuss the details of the project and Development Agreement terms with the developer.

**Discussion**

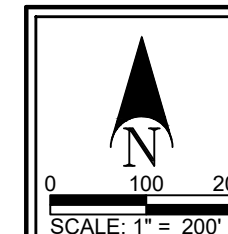
The developer would like to discuss details of a Development Agreement with the City. Staff and consultants need direction from City Council to proceed with the draft document. The developer will be at the meeting to discuss the project.

**Approved By**

Assistant City Administrator & Planning & Development Director	Dave McCorquodale	Date: 07/12/2024

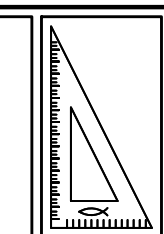


SITE DATA TABLE	
LOT COUNT	235 LOTS
TYP. LOT DIMENSION	65' x 120'
TYPE. COLLECTOR LOT DIMENSION	65' x 130'
MIN. LOT DIMENSION	65' x 110'



PROJECT NAME: STOWE & SALES 86-ACRE  
 PROJECT NUMBER: 13341  
 PREPARED FOR:  
 DATE: JUNE 04, 2024

PRELIMINARY LANDPLAN

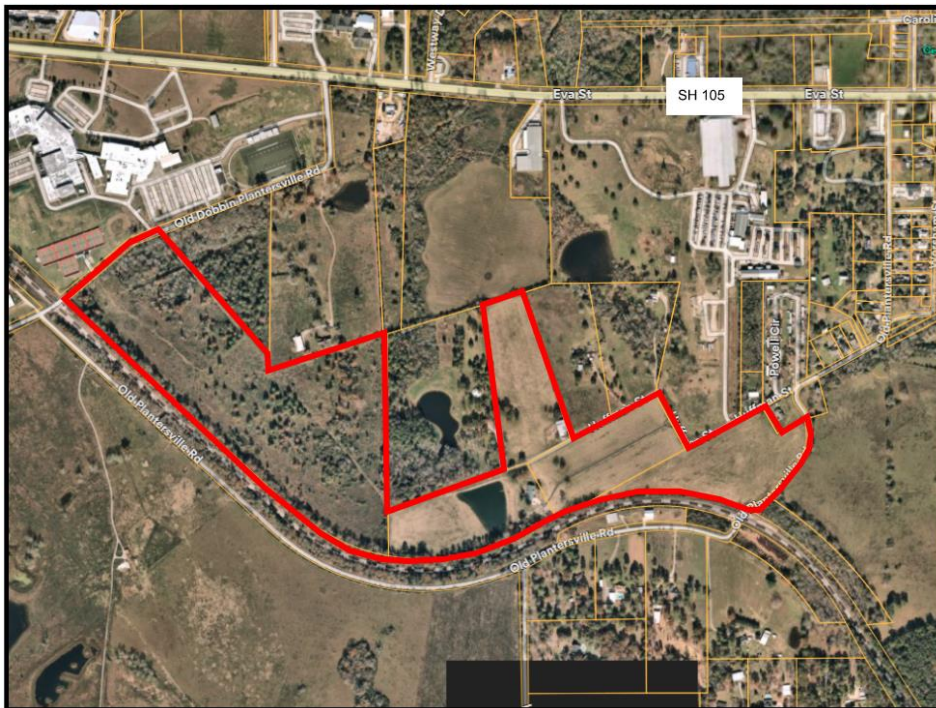


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**MORNING CLOUD INVESTMENTS  
FEASIBILITY STUDY  
(Dev. No. 2403)**

**FOR**

**THE CITY OF MONTGOMERY**



**WGA PROJECT NO. 00574-137**

**APRIL 2024**

**PREPARED BY**



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## OVERVIEW

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- 1 Executive Summary
- 2 Introduction
- 3 Analysis

### **Exhibits:**

- A: Tract Boundary
- B: Preliminary Site Plan
- C: Water and Wastewater Usage Projection
- D: City of Montgomery Impact Fee Table
- E: Escrow Calculation
- F: Offsite Public Infrastructure Cost Estimate
- G: Proposed Thoroughfare Plan
- H: Excerpt from Montgomery County Thoroughfare Plan
- J: City Zoning Map

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## 1 EXECUTIVE SUMMARY

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Morning Cloud Investments (the “Developer”) has requested the City of Montgomery (the “City”) to perform a feasibility study for the City to serve a future single-family development on a 86.45 acre tract along Old Plantersville Road, also referred to as the Stowe tract. The tract is not located entirely within City limits and would need to be fully annexed prior to receiving utility service.

This development would consist of approximately 246 65-foot wide single-family lots for in-city service at full build out. The final land plan may affect the estimated costs and revenues associated with the development.

The analysis shows that after the completion of the City’s Water Plant No. 2 Improvements project currently in approvals the City will have the water capacity to serve the development, and existing developments, for the next few years but will need additional water plant capacity to serve all existing and proposed developments at full build out. We recommend the City move forward with an improvements project at Water Plant No. 3 to add a booster pump to increase the City’s water service capacity to 730,000 gpd.

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

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

Escrow Account	\$65,000
Offsite Public Infrastructure Improvements	\$490,000
Water Impact Fee	\$277,000
Wastewater Impact Fee	\$618,200
<b>Total Estimated Costs</b>	<b>\$1,450,200</b>

Based on information provided by the Developer the estimated a total assessed valuation for the development would be approximately \$94,000,000 (average of \$400,000 per home) at full build out, assuming that 95% of homeowners receive a 20% in reduction in their assessed valuation due to a Homestead Exemption. Based on the City’s estimated current tax rate (\$0.0970 debt service and \$0.3030 for operations and maintenance) financially, the development will bring in approximate tax revenues as shown below:

Operations and Maintenance	\$ 86,621
Debt Service	\$ 270,579
<b>Total Estimated Annual Tax Revenue</b>	<b>\$ 357,200</b>



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## 2 INTRODUCTION

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This undeveloped tract is located along Old Dobbins Plantersville Road and Old Plantersville Road, south of State Highway 105, partially inside the City’s limits, and partially outside of the City’s limits and within the City’s ETJ. The portion of the tract outside the City’s limits will require annexation prior to receiving service. As a reminder, it is our understanding that a portion of the tract was previously located in Dobbins-Plantersville WSC, but as part of the 2011 Settlement Agreement was removed from the CCN’s service boundary. An exhibit showing the Tract’s boundary in relation to the City’s surrounding facilities is enclosed as **Exhibit A**. A preliminary site plan is enclosed as **Exhibit B** and indicates the Developer’s intentions to subdivide the Tract into approximately 246 – 65’ wide single-family lots. Upon annexation, the Tract will need to be zoned completely as Residential (R-1). An exhibit showing the zoning of the tract and surrounding area is included as **Exhibit J**.

A variance request approved by the City of Montgomery City Council will be required for any lot parameters that do not meet minimum specifications outlined in the City of Montgomery Code of Ordinances. This includes but is not limited to a 75-foot lot width, 120-ft lot depth, minimum lot area of 9,000 sq-ft, and side yard of 10-ft.

Based on information from the Developer, construction of the development is planned to be complete in 2028. The estimates included in this feasibility are based on the anticipated land use provided by the developer at the time of the study. The final land plan may affect the estimated costs and revenues associated with the development. It is our understanding the Developer is looking to create a PID as a reimbursement vehicle to support the development.

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## 3 ANALYSIS

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### Water Production and Distribution

The Tract is located partially within the City. The portion only within the City’s ETJ would need to be annexed into the City before receiving water service. The City is currently obtaining approvals of a water plant improvements project at the existing Water Plant No. 2 to restore the capacity of the City’s water system. Upon completion, the City will have three (3) active water wells and two existing water plants with a capacity of 2,500 connections or 568,000 gallons per day per Texas Commission on Environmental Quality (“TCEQ”) requirements. The City is also in the preliminary planning stage for future Water Plant No. 4 that includes an elevated storage tank and increased water well capacity. The project is expected to be constructed in 2025 or 2026 depending on the rate of development.

The current average daily flow (“ADF”) in the City is approximately 444,000 gpd. Inclusive existing connections, ultimate future projected connections within current platted developments, and developments that are currently in design, the City has committed approximately 796,700 gpd and 2,336 connections. A copy of the updated water usage projections is included as **Exhibit C**. Once the Water Plant No. 2 Improvements Project is complete, the City will have committed approximately 140% of the total ADF capacity and 93% of the connection capacity.

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

Based on the proposed lot count and the estimated usage per single family connection, the Tract’s estimated water capacity requirement is approximately 55,350 gpd. Inclusive of existing connections, platted developments, developments currently underway, other developments in feasibility, and this development, the City will have committed approximately 1,150,720 gpd or 203% of the total ADF capacity and 133% of the connection capacity at full build out. Based on the projections shown in **Exhibit C**, the City would need additional water plant capacity around 2026 if a booster pump is added to Water Plant No. 3.

There is a current waterline extension project creating a loop from SH 105 along Old Dobbins Plantersville and Old Plantersville Road. The project extends a 12-inch line along Old Dobbins Plantersville Road and Old Plantersville Road connecting to the existing 8-inch waterline along Old Plantersville Road and the 12-inch waterline along State Highway 105. Construction of the waterline project is expected to be completed in Q4 2024, before the development will need to connect for water service.

The ultimate alignment of waterlines interior to the Tract will depend on the final land plan of the proposed development. However, the City will require the waterline to connect the 12-inch waterline along Old Dobbins Plantersville Road to the 8-inch waterline along Old Plantersville Road upon the development being built out completely. Additionally, the Developer will be responsible for installing an 8-inch waterline

terminating at the most northern point of the proposed thoroughfare as described later in this study, as shown in **Exhibit G**. These waterlines and connections will need to be placed in public utility easements located along the public ROW or placed within public ROW interior to the development and constructed per all applicable City and TCEQ design criteria. The developer is responsible for all costs associated with easement acquisitions and recordation.

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

### **Sanitary Sewer Collection and Treatment**

The City's existing wastewater facilities include 18 public lift stations and two (2) wastewater treatment plants (one of which is currently decommissioned). The Stewart Creek Wastewater Treatment Plant (TPDES Permit No. WQ0011521001) has a permitted capacity of 400,000 gpd. The current ADF at the Stewart Creek Wastewater Treatment Plant is 234,000 gpd or 59%.

Inclusive of existing connections, platted developments, and developments which are in design or under construction, the City has committed approximately 502,250 gpd or 125% of existing permitted capacity at full build out. Based on projected build out we do not expect to exceed the allowance until late 2025. A copy of the wastewater usage projections is included as **Exhibit C**.

Based on the City's historical usage for similar types of development and information from the Developer, the Tract's estimated sanitary sewer capacity requirement is 36,900 gpd (1,107,000 gallons per month) at full build out. Inclusive of existing connections, platted developments, developments currently underway, other developments in feasibility, and this development, the City will have committed 757,000 gpd or 189% of existing permitted capacity.

The TCEQ requires the City to initiate design of a wastewater treatment capacity expansion when the ADF exceeds 75% of the City's 400,000 gpd permitted capacity for 3 consecutive months. Anticipating this requirement to be triggered, the City has recently received qualifications for the design of a 0.3 MGD WWTP to replace the existing Town Creek WWTP that is currently decommissioned. Additionally, the TCEQ requires the commencement of the construction phase of the expansion after 3 consecutive months of ADF exceeding 90% of the permitted capacity (360,000 gpd). Upon selection of an engineer for design of the Town Creek WWTP, the City will move forward with design and ultimately construction to provide capacity for the proposed development and future committed developments. Based on the projections shown in **Exhibit C**, the City would exceed the 700,000 gpd capacity around 2027.

An analysis of the City's surrounding sanitary sewer facilities determined the Developer will be responsible for constructing a public lift station within the development and force main with multiple feasible routes for ultimate discharge. The Developer will be responsible for sizing the on-site lift station to accept the portion of gravity sanitary flow if and when the land to the north develops. The final decision for the force main route will be subject to conversations between the Developer and the City.

The first option is to construct a force main along Old Dobbins Plantersville Road and SH 105 discharging at an existing sanitary sewer manhole shown in Exhibit A. The benefit of this option is the force main would be located nearly entirely within public ROW, and would require a small number of easements. The Developer will be responsible for all costs associated with the on-site sanitary sewer lift station, force main, and required easements. Additionally, the Developer will be responsible for the costs associated with upsizing the existing 8-inch sanitary sewer line that will accept the flow from the proposed force main. An estimated cost for this option is shown in **Exhibit F**.

The second option is to locate the force main north along Old Plantersville Road discharging at the existing sanitary manhole just south of New Montgomery Cemetery. The referenced manhole also acts as the discharge point of the existing 4-inch force main effluent from the City's Lift Station No. 4 as well as the future discharge point of the 6-inch force main effluent from future Lift Station No. 16 proposed to serve the Redbird Meadows development. The benefit of this option is a shorter force main route and eliminating having to pump sanitary flow more than once. However, the proposed route would require a number of easements from the property owners along the route due to multiple existing utilities within the public ROW and existing easements. Additionally, the Developer will be responsible for the costs associated with upsizing the existing 8-inch sanitary sewer line that will accept the flow from the proposed force main south of SH 105.

The third option is to coordinate with the property owners north of the tract to route the force main along the future thoroughfare road's ROW to SH 105 and then east to the manhole referenced in option 1. Similarly, the Developer would be responsible for upsizing the gravity line downstream of the manhole from an 8-inch to a 12-inch. This route would likely be the shortest in length, but the Developer would likely have the most difficulty obtaining easements due to the properties being mostly undeveloped. The Developer will be responsible for all coordination to obtain required easements.

The ultimate alignment of sanitary sewer lines interior to the Tract will depend on the final land plan of the proposed development. However, the City will require a gravity line with sufficient depth to serve a portion of the potential development north of the tract to be extended to the northern most point of the proposed thoroughfare as described later in this study. These sanitary sewer lines will need to be placed within public utility easements located along the public ROW or placed within the public ROW interior to the development and constructed per all applicable City and TCEQ design criteria.

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

## Drainage

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

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

## Paving and Traffic Planning

Per the preliminary land plan submitted by the Developer, the streets are proposed to be public and accepted by the City. The Developer is responsible for providing engineered plans and specifications for the roads interior to the development to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council, and development approvals and permits.

Currently, the preliminary land plan provides for two (2) proposed connections to Old Dobbins Plantersville Road and Old Plantersville Road to provide access to the entire 246-home subdivision. The Developer will need to perform a TIA for their impact on the City's roadway system and coordinate with Montgomery County on the connection to Old Dobbins Plantersville Road.

Per the City and Montgomery County's most recently adopted thoroughfare plan, the current land plan considers the planned extension of Westway Drive by providing an access easement through the site. However, based on our discussions with BNSF railway, the current alignment of the road is not feasible due to the railroad being unwilling to grant an additional crossing of their facilities unless multiple existing crossings nearby are closed or an overpass is constructed. The ultimate alignment of the public collector road will depend on the final land plan and coordination with the City and Montgomery County. The City suggests coordinating with the County to modify the thoroughfare plan to connect NR 211 with Westway drive within the planned Development, as shown in **Exhibit G**. The City recommends the collector have a 70-foot dedicated ROW with 36-foot-wide pavement as is being done with the improvements to Buffalo Springs Drive currently in construction.

Finally, the Developer must also provide access to the property adjacent to the north (MCAD Property ID: 270662) due to the property being landlocked if no access is given. Based on the preliminary land use plan provided, this requirement is being fulfilled as shown in **Exhibit B**. Any changes to the land use plan must consider and fulfill this requirement.

**Development Costs**

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

The Developer will also need to pay water and wastewater impact fees to the City. The impact fees will be assessed at the time of recordation of the final plat and collected prior to receiving water and sanitary sewer taps. Enclosed as **Exhibit D** is Table 1.1 of the 2017 Revisions to the Montgomery Impact Fee Analysis Report. It is important to note that the City is currently undergoing revisions to their water and wastewater impact fees and is proposing an increase of approximately 9% to each.

The estimated ADF provided by the developer requires the equivalent use of 246 <sup>5</sup>/<sub>8</sub>– inch water meters per the current table.

An escrow agreement has been entered into between the Developer and the City and funds have been deposited to cover the cost of this feasibility study. An estimated additional \$65,000 will be required to cover the City’s remaining expenses for the development, which includes administrative costs, legal fees, plan reviews, developer and construction coordination, construction inspection, and one year warranty expenses. This number is for general planning only and subject to change based on size and number of phases of the development. The fees calculation can be seen in **Exhibit E**.

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

<i><b>ESTIMATED COSTS</b></i>	
Escrow Account	\$65,000
Offsite Public Infrastructure Improvements	\$490,000
Water Impact Fee	\$277,000
Wastewater Impact Fee	\$618,200
<b>Total Estimated Costs</b>	<b>\$1,4,200</b>

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

**Financial Feasibility**

The Developer estimates the average home price to be \$400,000, with the total assessed value (A.V.) at full development to be approximately \$94,000,000 assuming that 95% of homeowners receive a 20% in reduction in their assessed valuation due to a Homestead Exemption. Based on the estimated total A.V. and assuming 95% collection, the in-city development would generate approximately \$86,621 per year in debt service revenue, and approximately \$270,579 per year in operations and maintenance revenue. These estimates are based on the City’s \$0.0970/\$100 valuation debt service tax rate and the \$0.3030/\$100 valuation Operations & Maintenance (O&M) tax rate.

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

It is our understanding that the Developer is interested in Planned Improvement District (PID) to reimburse eligible public infrastructure.

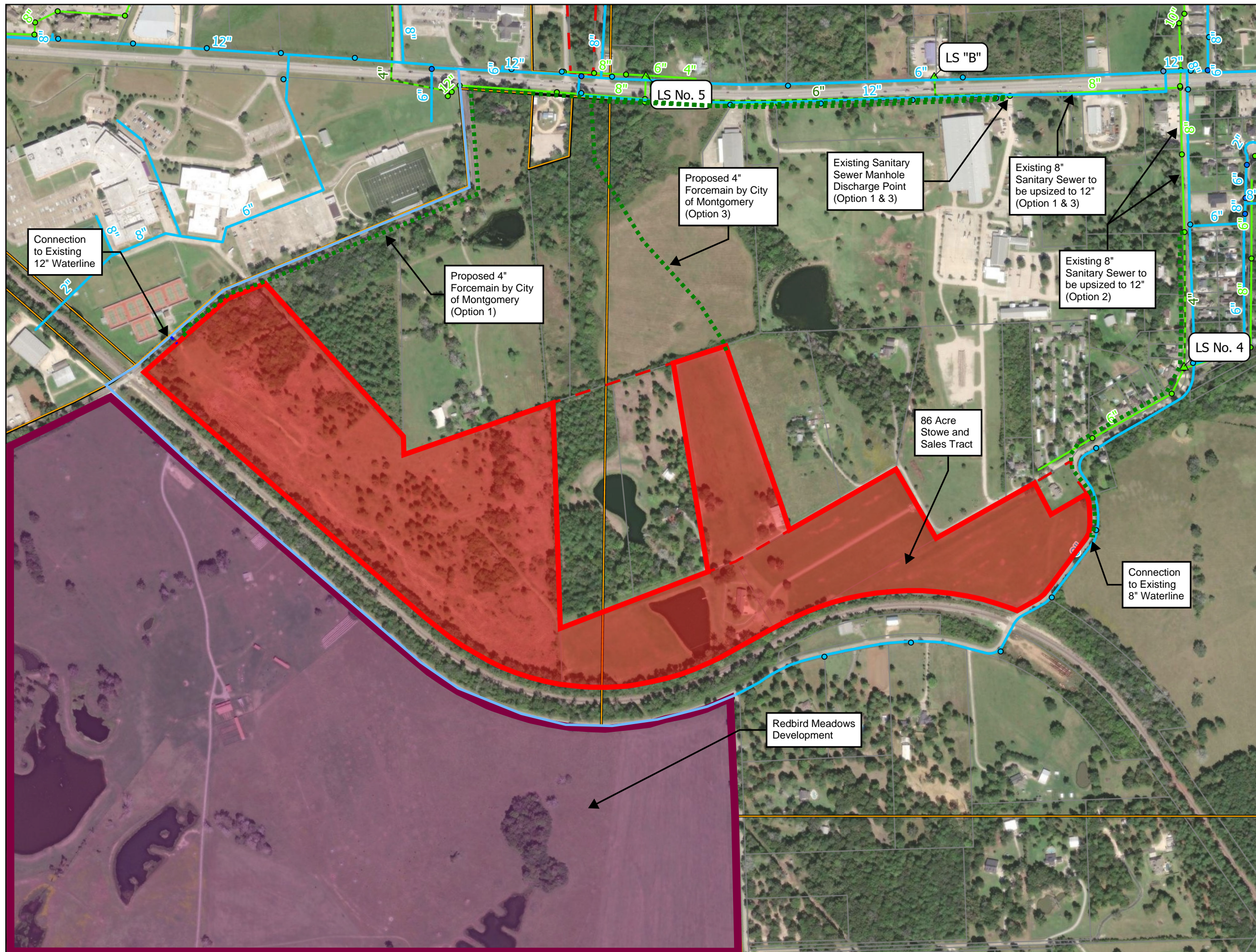
Thank you for the opportunity to complete this feasibility study and offer our recommendations. Please contact me or Mr. Austin Gee should you have any questions.



Sincerely,

Chris Roznovsky, PE  
City Engineer

CVR/akg



**Legend**

- Jurisdictional Boundary
- Parcel Boundary
- Montgomery ETJ
- Montgomery City Limits
- Subject Tract

**Water Infrastructure**

- wMain
- wLateral
- wControlValve
- wFittings
- wHydrant

**Sanitary Sewer Infrastructure**

- Lift Station
- Treatment Plant
- ssGravityMain
- ssManhole
- ssPressurizedMain

**EXHIBIT A  
STOWE AND SALES  
TRACT BOUNDARY**

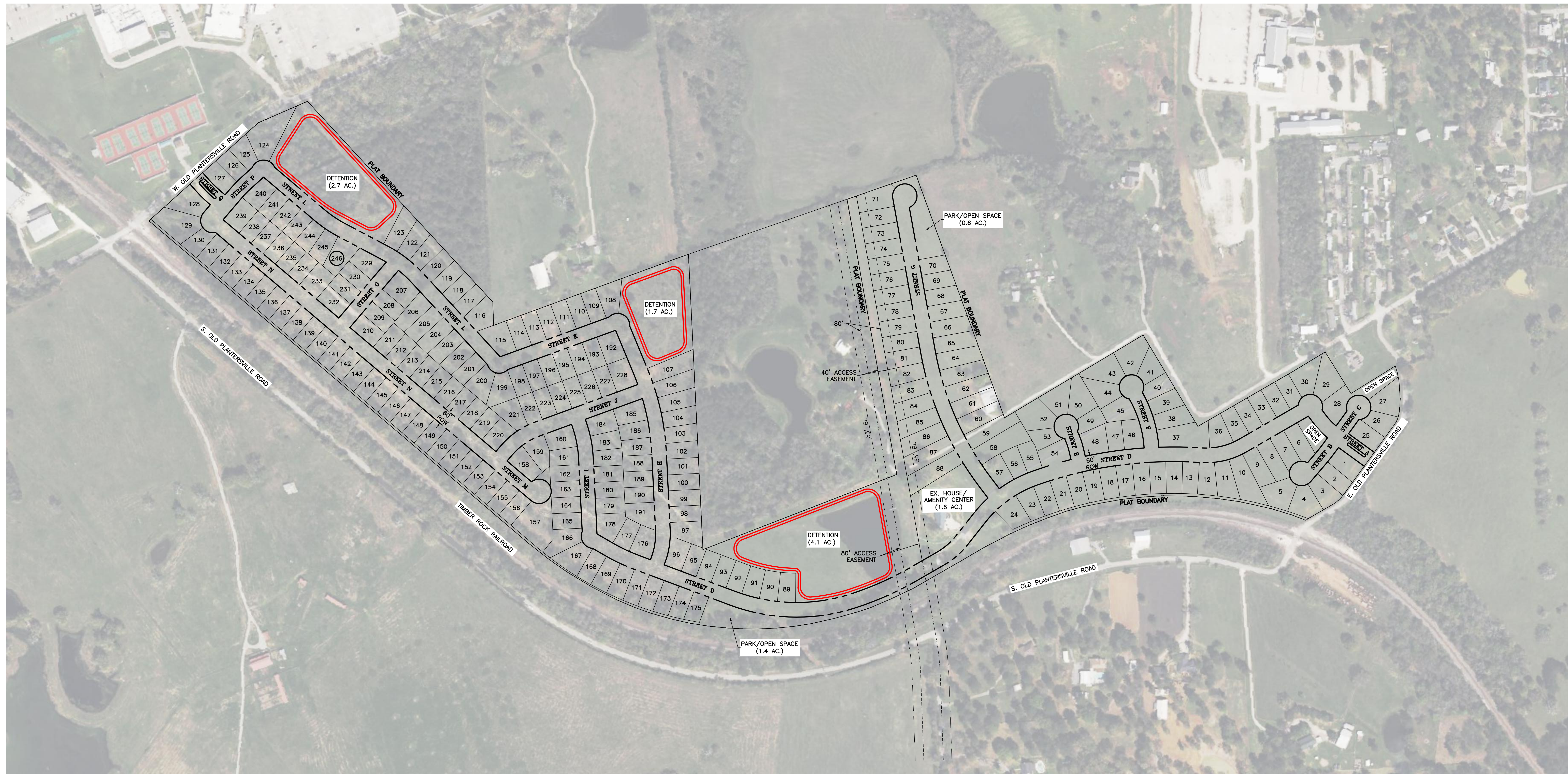
City of Montgomery  
Proposed Development



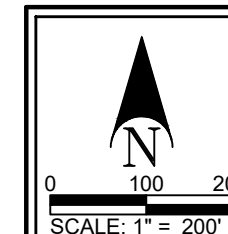
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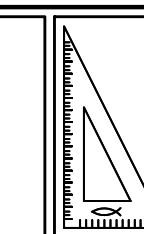


SITE DATA TABLE	
LOT COUNT	246 LOTS
TYP. LOT DIMENSION	65' x 120'
MIN. LOT DIMENSION	65' x 110'



PROJECT NAME:	STOWE & SALES 86-ACRE
PROJECT NUMBER:	13341
PREPARED FOR:	
DATE:	FEBRUARY 27, 2024

PRELIMINARY LANDPLAN



**BLEYL ENGINEERING**  
 TEXAS FIRM REGISTRATION NO. F-678  
 100 NUGENT STREET, CONROE TEXAS 77301  
 PHONE 936-441-7833 FAX 936-760-3833  
 WWW.BLEYLENGINEERING.COM

	Development Info & Capacities																				
	Current Connections	Ultimate Connections	Water		Wastewater		2024			2025			2026			2027			2028		
			Current Actual	Ultimate	Current	Ultimate	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary
<b>Single Family</b>																					
Buffalo Crossing	8	13	1,800	2,925	1,200	1,950	2	450	300	2	450	300	1	225	150	-	-	-	-	-	-
Buffalo Springs, Section 1	24	24	5,400	5,400	3,600	3,600															
Buffalo Springs, Section 2	63	64	14,175	14,400	9,450	9,600	1	225	150												
Estates of Mia Lago, Section 1	4	27	900	6,075	-	-	3	675	-	3	675	-	3	675	-	3	675	-	4	900	-
FM 149 Corridor	21	25	4,725	5,625	3,150	3,750	2	450	300	1	225	150	1	225	150	-	-	-	-	-	-
Simonton and Lawson	13	23	2,925	5,175	1,950	3,450	1	225	150	1	225	150	1	225	150	1	225	150	1	225	150
Martin Luther King	52	55	11,700	12,375	7,800	8,250	2	450	300	2	450	300	2	450	300	-	-	-	-	-	-
Baja Road	7	11	1,575	2,475	1,050	1,650	2	450	300	1	225	150	1	225	150	-	-	-	-	-	-
Community Center Drive	3	3	675	675	450	450															
Community Center Drive (Water Only)	8	10	1,800	2,250	-	-	1	225		1	225										
Lake Creek Landing	15	15	3,375	3,375	2,250	2,250															
Gulf Coast Estates, Section 2	2	4	450	900	300	600	1	225	150	1	225	150									
Lake Creek Village, Section 1	37	37	8,325	8,325	5,550	5,550															
Lake Creek Village, Section 2	45	45	10,125	10,125	6,750	6,750															
Estates of Lake Creek Village	21	22	4,725	4,950	3,150	3,300	1	225	150												
Lone Star Estates	10	10	2,250	2,250	1,500	1,500															
Hills of Town Creek, Section 2	51	51	11,475	11,475	7,650	7,650															
Hills of Town Creek, Section 3	49	49	11,025	11,025	7,350	7,350															
Hills of Town Creek, Section 4	30	30	6,750	6,750	4,500	4,500															
Hills of Town Creek Section 5	-	72	-	16,200	-	10,800				35	7,875	5,250	37	8,325	5,550						
Historic/Downtown	132	150	29,700	33,750	19,800	22,500	7	1,575	1,050	7	1,575	1,050	4	900	600	-	-	-	-	-	-
Terra Vista Section 1	61	61	13,725	13,725	9,150	9,150															
Town Creek Crossing Section 1	86	102	19,350	22,950	12,900	15,300	16	3,600	2,400	-	-	-									
Villas of Mia Lago Section 1	14	14	3,150	3,150	2,100	2,100															
Villas of Mia Lago Section 2	42	42	9,450	9,450	6,300	6,300															
Waterstone, Section 1	44	53	9,900	11,925	6,600	7,950	5	1,125	750	2	450	300	2	450	300	-	-	-	-	-	-
Waterstone, Section 2	43	89	9,675	20,025	6,450	13,350	15	3,375	2,250	15	3,375	2,250	15	3,375	2,250	-	-	-	-	-	-
Red Bird Meadows (Phase I - Sec. 1, 2, 3)	-	174	-	39,150	-	26,100				50	11,250	7,500	60	13,500	9,000	64	14,400	9,600			
Redbird Meadows Rec Center	-	1	-	15,900	-	10,600				1	15,900	10,600									
Redbird Meadows Rec Center Irrigation	-	3	-	1,500	-	-				3	1,500										
Pulte Group (Mabry Tract)	-	309	-	69,525	-	46,350	60	13,500	9,000	100	22,500	15,000	109	24,525	16,350	40	9,000	6,000			
Pulte Group (Mabry Tract) Rec Center	-	1	-	15,900	-	10,600	1	15,900	10,600												
Pulte Group (Mabry Tract) Rec Center Irrigation	-	3	-	1,500	-	-	3	1,500													
Gary Hammons	1	1	225	225	150	150															
Mobile Home Park (connection)	29	29	4,000	4,000	3,300	3,300															
City Hall	1	1	1,070	1,070	890	890															
Community Center	1	1	200	200	150	150															
Buffalo Spring Plant	1	1	360	360	250	250															
Cedar Brake Park Restrooms	1	1	200	200	150	150															
Fernland Park	1	1	200	200	150	150															
Homecoming Park Restrooms	1	1	200	200	150	150															
Water Plant No. 3	1	1	4,000	4,000	2,000	2,000															
West Side at the Park	8	11	1,800	2,475	1,200	1,650	1	225	150	1	225	150	1	225	150	-	-	-	-	-	-
<b>Subtotal</b>	<b>930</b>	<b>1,640</b>	<b>211,380</b>	<b>404,130</b>	<b>139,340</b>	<b>262,090</b>	<b>124</b>	<b>44,400</b>	<b>28,000</b>	<b>226</b>	<b>67,350</b>	<b>43,300</b>	<b>237</b>	<b>53,325</b>	<b>35,100</b>	<b>108</b>	<b>24,300</b>	<b>15,750</b>	<b>5</b>	<b>1,125</b>	<b>150</b>







**Table 1.1 September 2017 ESFC Table for Commonly Used Meters**

<b>Meter Size</b>	<b>Maximum Continuous Operating Capacity (GPM)</b>	<b>Equivalent Single Family Home (ESFC)</b>	<b>Maximum Assessable Water Fee (\$)</b>	<b>Maximum Assessable Waste Water Fee (\$)</b>	<b>Maximum Assessable Fee (\$)</b>
5/8"	15	1.00	1,126	\$2,513	\$3,639
3/4"	25	1.67	1,881	\$4,198	\$6,079
1"	40	2.67	3,001	\$6,711	\$9,712
1 1/2"	120	8.00	9,006	\$20,103	\$29,112
2"	170	11.33	12,755	\$28,471	\$41,226
3"	350	23.33	26,264	\$58,626	\$84,890
4"	600	40.00	44,942	\$100,517	\$145,429
6"	1,200	80.00	90,064	\$201,035	\$291,099
8"	1,800	120.00	135,096	\$301,552	\$436,648

**ESCROW AGREEMENT, SECTION 2.03 ATTACHMENT**

**BY AND BETWEEN**

**THE CITY OF MONTGOMERY, TEXAS,**

**AND**

**Morning Cloud Investments / Solid Bridge Development**

**Dev. No. 2403**

THE STATE OF TEXAS            ⊃

COUNTY OF MONTGOMERY    ⊃

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

Administration	\$ 7,500
City Attorney	\$ 7,500
City Engineer	\$ 50,000
<hr/>	
TOTAL	\$ 65,000



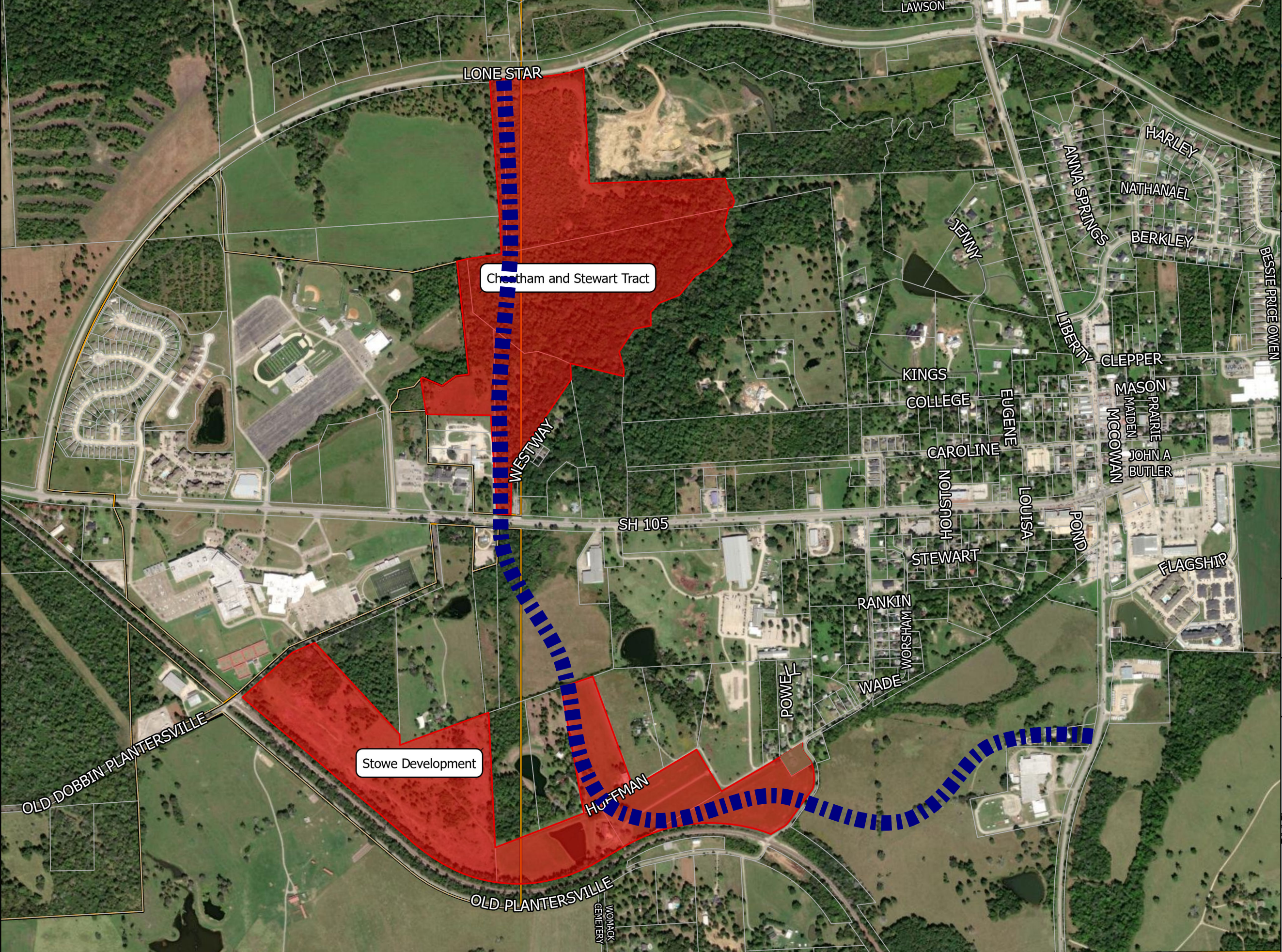
**EXHIBIT F**  
**Preliminary Cost Estimate**  
**Public Sanitary Sewer Improvements**  
**Morning Cloud Investments Tract**  
4/17/2024

Item No.	Description	Quantity	Unit	Unit Price	Cost
<b>General</b>					
1	Mobilization, Bonds, and Insurance	1	LS	\$ 30,000	\$ 30,000
2	Construction Staking	1	LS	12,000	12,000
3	Trench Safety System	5,300	LF	1	5,300
<b>Sanitary Sewer (Force Main Route Option 1)</b>					
4	4" Sanitary Sewer Forcemain	5,300	LF	45	239,000
5	Core into Existing Manhole	1	EA	2,000	2,000
6	Pressure Release Valve	3	EA	4,000	12,000
7	Upsize 8-Inch to 12-Inch Gravity (Via Pipe Bursting)	900	LF	\$ 60	\$ 54,000
				<b>Construction Subtotal</b>	<b>\$ 354,000</b>
				<b>Contingencies (15%)</b>	<b>\$ 54,000</b>
				<b>Engineering (Surveying, Geotech, etc.)</b>	<b>\$ 82,000</b>
				<b>Total</b>	<b>\$ 490,000</b>

## Notes:

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





### Legend

- Jurisdictional Boundaries**
- Parcel Boundary
  - Montgomery City Limits
  - Montgomery ETJ
- Proposed Development**
- Proposed Development
  - Proposed Collector Road

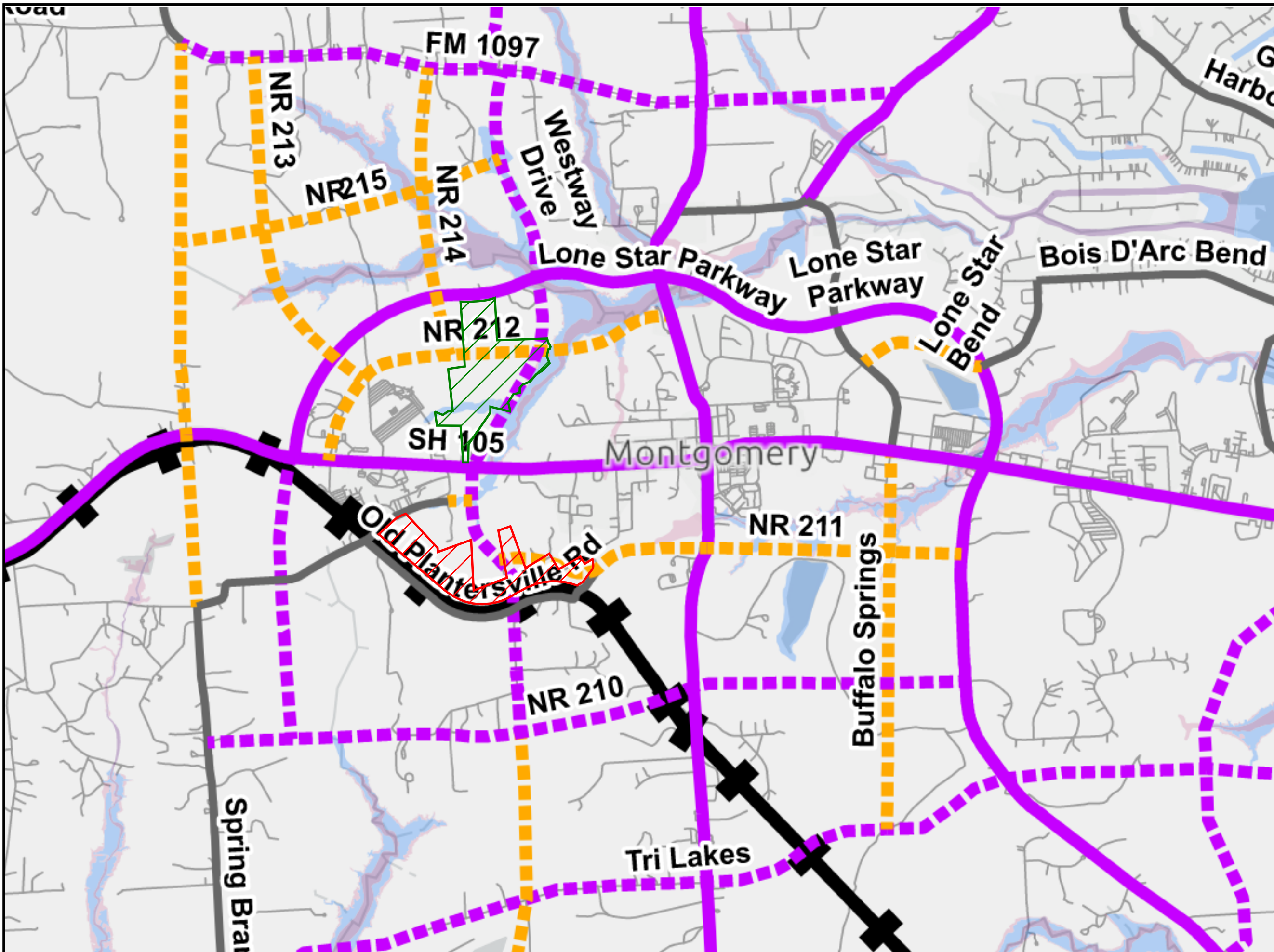
## PROPOSED THOROUGHFARE PLAN

City of Montgomery  
Proposed Development



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





- Railroad
- ROAD CLASSIFICATION**
  - Existing Thoroughfare
  - - - Proposed Thoroughfare
  - Existing Collector
  - - - Proposed Collector
- FLOOD PLAIN**
  - 100 Year Flood Plain
  - Floodway
  - 500 Year Flood Plain
- DEVELOPMENTS**
  - Tri Pointe Homes Tract
  - Morning Cloud Investments Tract

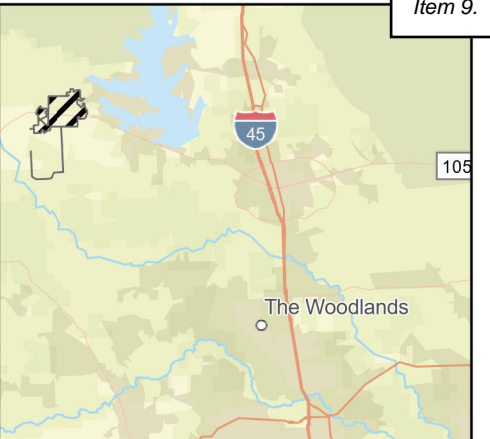
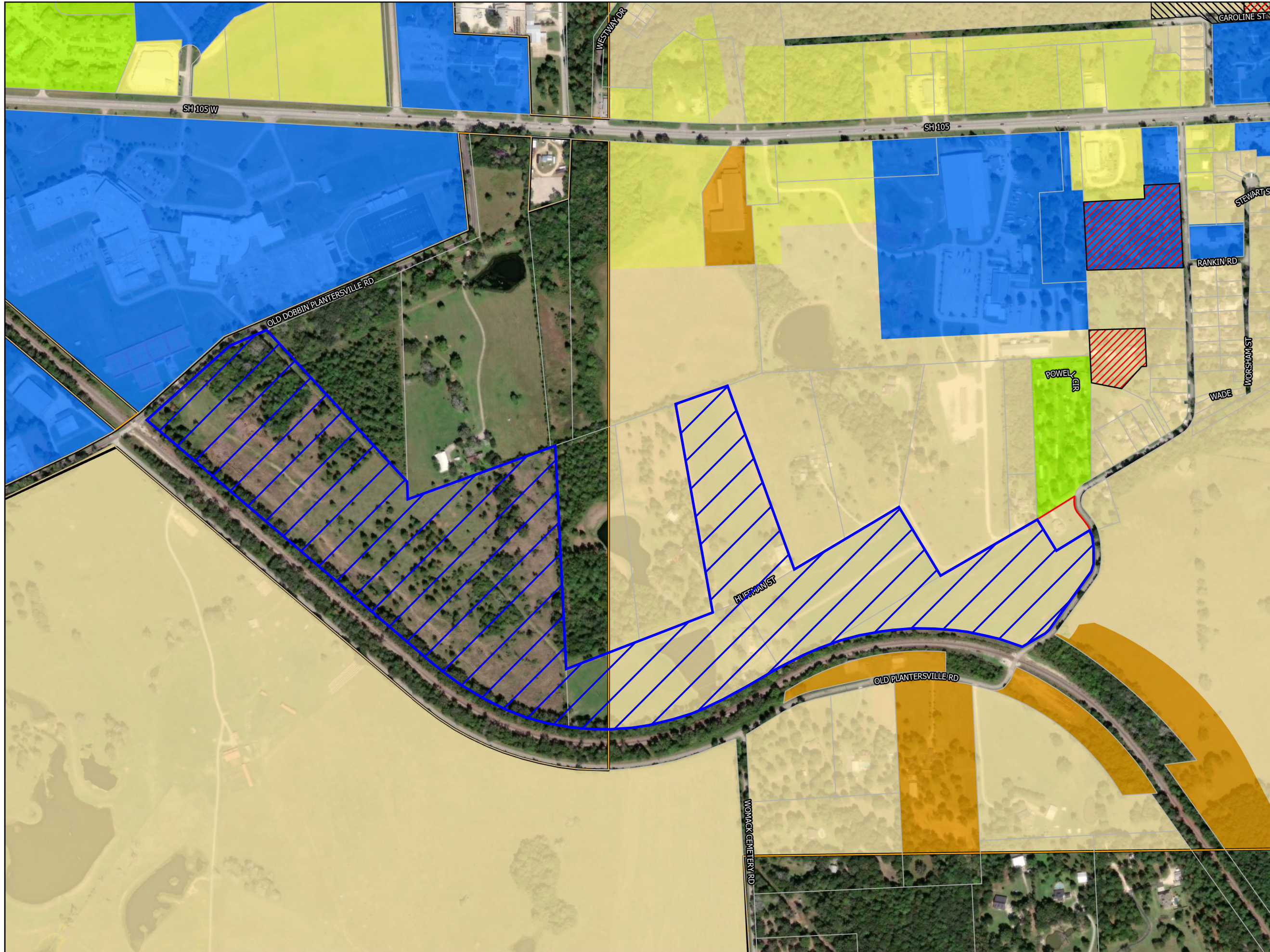
**EXHIBIT H -  
EXCERPT FROM  
MONTGOMERY COUNTY  
THOROUGHFARE PLAN**

Feasibility Study



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### Legend

- Jurisdictional Boundaries**
  - Parcel Boundary
  - Montgomery City Limits
  - Montgomery ETJ
- Historical Preservation**
  - Historical Landmark
  - Historical District
- Zoning Classification**
  - Residential (R1)
  - Planned Development (PD)
  - Multi-Family (R2)
  - Institutional (I)
  - Industrial (ID)
  - Commercial (B)
- Proposed Development**
  - Stowe Development

## EXHIBIT J - CITY ZONING MAP

City of Montgomery  
Proposed Development



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## **Council Item Information Sheet - Public Improvement District (PID) Information For The Stowe Tract (Proposed) Subdivision Development**

### Area

The proposed Public Improvement District would be approximately 86 acres representing the entirety of the proposed Stowe Tract development, a residential subdivision that will be developed in multiple sections containing 235 lots. The land is located along Old Dobbin Road and Old Plantersville Road as show on the attached map.

### Purpose

The purpose of the PID is to assist the developer with public infrastructure costs. Through the PID, the developer will recover certain costs through an assessment on each lot. This arrangement is similar to a municipal utility district (MUD) and the MUD tax used for the same purpose. Unlike a MUD, however, there will not be a separate independent board and no municipal debt will be issued to fund the improvements or to reimburse the developer. The developer will be reimbursed strictly on an annual basis through the yearly collection of assessments, and the City will have no obligation to issue debt or fund the improvements from any other source other than the assessments actually collected on the lots.

### Assessment Rate

**The PID assessment is expected to be approximately \$2,000 per lot per year, or the equivalent of a 50-cent tax rate on a \$400,000 home. Included in the annual payment are financing and interest costs allowing for a level annual payment over the proposed twenty-five (25) year term of the PID. For planning purposes, the principal amount for each lot equals \$29,656.42 and the interest rate on financed assessments is 4.5%. The annual payment will not be subject to increase, and the principal amount of the assessment will be payable at any time by the homeowners which would terminate the assessment. An amortization schedule will be kept for each property covered by the assessment to track annual payments and the outstanding principal balance. An example amortization schedule is attached. An additional City administrative fee and private sector management fee will be assessed and added to the annual payment.**

### Disclosure

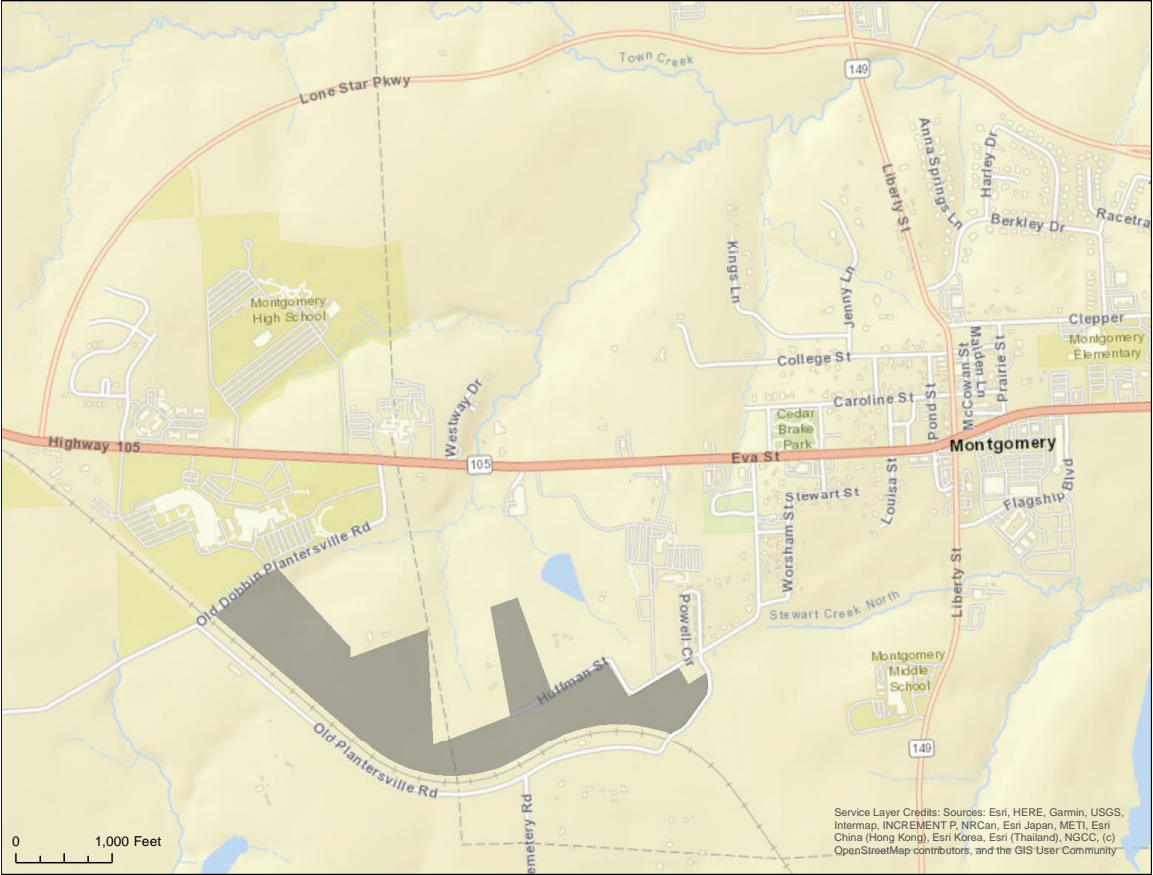
Proper disclosure notices detailing the assessment will be presented to potential homebuyers by the builders, and for acknowledgement at closing in the same manner as disclosure notices used in MUDs and other special districts with an ad valorem tax rate.

### Future Actions

If received favorably, It is requested that City Council accept the required petition and hold a public hearing to consider the proposed PID. A development agreement between the city and developer will also be presented for consideration. The development agreement describes the terms of the PID and the reimbursement of public infrastructure costs.

If created, the PID would still need City Council approval of the Service and Assessment Plan and all Assessment Rolls (i.e. no assessments can be implemented without City Council approval). The District Administrator will write the Service and Assessment Plans and formulate the Assessment Rolls for consideration by City Council. The District Administrator will work with the City and the Montgomery County Tax Assessor to have the assessments placed on the County

tax bills. The PID assessments will be collected on an annual basis in the same manner as property taxes and transferred to a City-established PID revenue fund.



EXAMPLE AMORTIZATION SCHEDULE

Public Improvement District, City of Montgomery

Subdivision

Section

Block

Lot

Address

Montgomery, Texas

CO Issue Date

1st Payment Date

## PID TERMS AND AMORTIZATION

Duration (in years)	25
Interest Rate	4.50%
Annual Payment Amount	\$2,000.00
Total Lifetime Payments	\$50,000.00
Total Principal	\$29,656.42
Total Interest	\$20,343.58

	Payment	Principal	Interest	Payment	Principal Balance
					\$29,656.42
1		\$665.46	\$1,334.54	\$2,000.00	\$28,990.96
2		\$695.41	\$1,304.59	\$2,000.00	\$28,295.55
3		\$726.70	\$1,273.30	\$2,000.00	\$27,568.85
4		\$759.40	\$1,240.60	\$2,000.00	\$26,809.45
5		\$793.57	\$1,206.43	\$2,000.00	\$26,015.87
6		\$829.29	\$1,170.71	\$2,000.00	\$25,186.59
7		\$866.60	\$1,133.40	\$2,000.00	\$24,319.99
8		\$905.60	\$1,094.40	\$2,000.00	\$23,414.38
9		\$946.35	\$1,053.65	\$2,000.00	\$22,468.03
10		\$988.94	\$1,011.06	\$2,000.00	\$21,479.09
11		\$1,033.44	\$966.56	\$2,000.00	\$20,445.65
12		\$1,079.95	\$920.05	\$2,000.00	\$19,365.71
13		\$1,128.54	\$871.46	\$2,000.00	\$18,237.16
14		\$1,179.33	\$820.67	\$2,000.00	\$17,057.84
15		\$1,232.40	\$767.60	\$2,000.00	\$15,825.44
16		\$1,287.86	\$712.14	\$2,000.00	\$14,537.58
17		\$1,345.81	\$654.19	\$2,000.00	\$13,191.77
18		\$1,406.37	\$593.63	\$2,000.00	\$11,785.40
19		\$1,469.66	\$530.34	\$2,000.00	\$10,315.75
20		\$1,535.79	\$464.21	\$2,000.00	\$8,779.95
21		\$1,604.90	\$395.10	\$2,000.00	\$7,175.05
22		\$1,677.12	\$322.88	\$2,000.00	\$5,497.93
23		\$1,752.59	\$247.41	\$2,000.00	\$3,745.34
24		\$1,831.46	\$168.54	\$2,000.00	\$1,913.88
25		\$1,913.88	\$86.12	\$2,000.00	\$0.00
TOTAL		\$29,656.42	\$20,343.58	\$50,000.00	

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> July 23, 2024	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Admin	<b>Prepared By:</b> Dave McCorquodale

**Subject**

Consideration and possible action on calling a Public Hearing related to a Special Use Permit application for a paramedical and fine-line tattooing business located at 14375 Liberty Street, Montgomery, Texas.

**Recommendation**

Staff recommends a motion to call the Public Hearing for August 27, 2024 at 6:00 pm to be held at Montgomery City Hall.

**Discussion**

The owner of the business has applied for a Special Use Permit, which is required for tattoo establishments per the city’s zoning regulations. The action tonight is to call the Public Hearing to allow the applicant to continue the process of complying with city regulations.

**Approved By**

Assistant City Administrator & Planning & Development Director	Dave McCorquodale	Date: 07/12/2024

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> July 23, 2024	<b>Fiscal Impact:</b> Rate Change
<b>Department:</b> Administration	<b>Prepared By:</b> G. Palmer

**Subject**

Discussion and Consideration of approving the 2024 Service Agreement between Waste Management and the City of Montgomery

**Recommendation**

Approve the agreement as proposed

**Discussion**

Our current service agreement expires next month. You may recall Tiana Smith our Waste Management rep. was at your May 30<sup>th</sup> workshop where she ran through the options and pricing. At that workshop direction was provided by the Council. The enclosed agreement reflects that direction. One change since that workshop is WM’s CPI calculation for fuel (see enclosed email). Tiana will be at our meeting to review the history, current agreement, and answer your questions.

**Approved By**

City Administrator	Gary Palmer	Date: July 18, 2024



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, RENEWING THE SERVICE AGREEMENT BETWEEN THE CITY OF MONTGOMERY AND WASTE MANAGEMENT OF TEXAS, INC. FOR CITY-WIDE TRASH AND RECYCLING SERVICES; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Montgomery (“CITY”) wishes to renew the service agreement between the City and Waste Management of Texas, Inc. (“CONTRACTOR”); and

**WHEREAS**, the City and the Contractor entered into their original agreement on March 24, 2015, and executed the first and second amendment thereto on or about July 10, 2018 and September 17, 2021 respectively; and

**WHEREAS**, the City staff and Contractor have negotiated a new contract.

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

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

**SECTION 2. Contract Approved.** The City Council hereby approves and accepts the terms and conditions of the agreement with Waste Connections whose form is attached hereto and incorporated herein as Exhibit A. The City Administrator is hereby authorized to execute said agreement.

**SECTION 3. Repealer.** All resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict herewith.

**SECTION 4. Severability.** It is hereby declared that the sections, paragraphs, sentences, clauses, and phrases of this resolution are severable and, if any phrase, clause, sentence, paragraph, or section of this resolution shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and section of this resolution, because the same would have been enacted by the City Council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph, or section.

**SECTION 5. Effective Date.** This resolution shall become effective immediately from and after its passage in accordance with the provisions of the Texas Local Government Code.

**PASSED AND APPROVED** this the 23<sup>rd</sup> day of July, 2024.

\_\_\_\_\_  
Sara Countryman, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
James Greene, City Secretary

\_\_\_\_\_  
Alan Petrov, City Attorney



May 29, 2024

City of Montgomery  
c/o Gary Palmer, City Manager  
PO Box 708  
Montgomery, Texas 77356

**Re: Proposed Options for Contract Extension of Current Municipal Solid Waste Collection and Transportation Agreement with Waste Management of Texas, Inc. (WM)**

Dear Mr. Palmer and members of Council,

As a follow-up to our previous conversations, I would like to provide additional detail regarding WM’s residential trash and recyclables collection service for the City of Montgomery.

WM appreciates the opportunity to be the chosen provider of residential trash and recyclables collection service for the City of Montgomery. Our WM team is proud to serve the citizens of Montgomery and considers itself an extension of the City’s service infrastructure. Together, we have partnered to provide comprehensive solid waste collection services for the residents of Montgomery for over 17-years and have weathered significant and unforeseen challenges during our time together. With new challenges facing us every day, WM is as committed as ever to providing world-class customer service to the City of Montgomery

As you know, WM’s current residential trash and recyclables collection agreement is scheduled to expire on July 31, 2024. With this letter, WM’s is hopeful the City of Montgomery will consider the contract extension options listed below.

\*Current Scope of Residential Collection Service: Once weekly cart collection for trash and recycling materials. In addition, once weekly collection of bulky waste/bundle collection. At Your Door Special Waste Collection (HHW), unlimited and on-call. Current residential rate for these services: \$23.75 per home per month.

Extension Option 1:

Continue Current Scope of Service (2-Year Extension, August 1, 2024, thru July 31, 2026):

- a. Year 1 (August 1, 2024) \$27.39 per home per month (15.3% fixed rate increase).
- b. Year 2 (August 1, 2025) Rate adjusted as provided for in current Agreement, per Section 9.01 entitled, CPI Adjustment and Section 9.02 entitled, Fuel Adjustment.



Extension Options 2:

Continue Current Scope of Service (5-Year Extension, August 1, 2024, thru July 31, 2029):

- a. Year 1 (August 1, 2024) \$25.41 per home per month (7% fixed rate increase).
- b. Year 2 (August 1, 2025), \$27.19 per home per month (7% fixed rate increase).
- c. Years 3, 4 and 5 (August 1, 2026, 2027, and 2028), annual rate adjustments will be calculated as provided for in current Agreement, per Section 9.01 entitled, CPI Adjustment and Section 9.02 entitled, Fuel Adjustment.

Extension Option 3:

Proposed Scope of Residential Collection Service Change: Once weekly cart collection for trash and recycling materials. In addition, once monthly collection of bulky waste/bundle collection. At Your Door Special Waste Collection (HHW), unlimited and on-call.

(5-Year Extension, August 1, 2024, thru July 31, 2029):

- a. Year 1 (August 1, 2024) \$24.93 per home per month (5% fixed rate increase).
- b. Year 2, 3, 4 and 5, (August 1, 2025, 2026, 2027, and 2028) as provided by current Agreement, per Section 9.01 entitled, CPI Adjustment and 9.02 entitled, Fuel Adjustment.

WM appreciates the City of Montgomery’s thoughtful consideration of this matter. If agreed to, WM could provide a draft of the appropriate contract amendment for the City’s review and comment. As always, we are committed to providing best-in-class service to our customers and the communities we call home. Please feel free to contact me with any questions. I look forward to our meeting scheduled June 10, 2024 to discuss this proposal in more detail.

Respectfully,

Tiana Smith  
Public Sector Solutions Manager  
Waste Management of Texas, Inc.  
(832) 928-8380  
Tsmith71@wm.com

**MUNICIPAL SOLID WASTE AGREEMENT**

This Municipal Solid Waste Agreement (this "Agreement") is entered into as of the \_\_\_ day of \_\_\_\_\_, 2024, between the **CITY OF MONTGOMERY, TEXAS** ("City"), acting by and through its duly authorized representative, and **WASTE MANAGEMENT OF TEXAS, INC.** ("Contractor"), a Texas corporation, acting by and through its duly authorized representative.

**WITNESSETH:**

**WHEREAS**, subject to the terms herein, City desires to grant to Contractor the exclusive right to operate and maintain the service of collection, transportation, and disposal of residential and hand-collect commercial, garbage and trash and recyclables, over, upon, along and across the present and future streets, alleys, bridges, and public properties of the City, subject to the terms of this Agreement; and

**WHEREAS**, Contractor desires to operate and maintain the service of collection and transportation of residential and hand-collect commercial, garbage and trash, and recyclables, over, upon, along and across the present and future streets, alleys, bridges, and public properties, subject to the terms of this Agreement.

**NOW, THEREFORE**, for and in consideration of mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

**1. DEFINITIONS:**

- 1.01. **Brush:** Any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. The term "Brush" specifically excludes limbs which are greater than (4) feet in length or (3) inches in diameter. Brush must either be placed in a bag not weighing over 25 pounds or in a Bundle. The term "Brush" also specifically excludes debris resulting from services of a Commercial Service Provider or Storm Event.
- 1.02. **Bulky Waste:** White Goods, furniture, bicycles (without tires), auto parts (free of oils and fuels), refrigerators that have CFCs removed by a certified technician, stoves, loose brush greater than three (4) feet in length or three (3) inches in diameter, and other oversized wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods. Each Bulky Waste item must be capable of being safely lifted and handled by no more than two Contractor employees. The term "Bulky Waste" also specifically excludes debris resulting from a Storm Event.
- 1.03. **Bundle or Bundles:** Tree, shrub and brush trimmings and other Brush, cut and securely tied together forming an easily handled package, not to exceed four (4) feet in length, three (3) inches in diameter, or twenty-five (25) pounds in weight. The term "Bundle or Bundles" also specifically excludes debris resulting from a Storm Event.
- 1.04. **City:** The City of Montgomery, Texas

- 1.05. **Commercial Unit:** All commercial and industrial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, and manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the City.
- 1.06. **Commercial Hand Collect Unit:** A retail or light commercial type of business, which generates no more than one (1) cubic yard of Solid Waste per week.
- 1.07. **Commercial Waste:** All Garbage, Rubbish, and Refuse generated by a Commercial Hand-Collect Unit, excluding Residential, Industrial and Unacceptable Waste.
- 1.08. **Compactor:** Any container, regardless of size, which has a compaction mechanism, whether stationary or mobile.
- 1.09. **Construction and Demolition Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials. The term "Construction and Demolition Debris" also specifically excludes debris resulting from a Storm Event.
- 1.10. **Contract Administrator:** That person, or designee, designated by the City to administer and monitor the provisions of this Agreement.
- 1.11. **Contractor:** Waste Management of Texas, Inc.
- 1.12. **Customer:** The owner or tenant of a Residential Unit located within the City, Commercial Unit, as the case may be, and identified by the City as being eligible for and in need of the services provided by the Contractor under this Agreement.
- 1.13. **Dead Animals:** Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- 1.14. **Disposal Site:** A duly permitted sanitary landfill selected by Contractor.
- 1.15. **Dumpster:** Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units.
- 1.16. **Garbage:** Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.
- 1.17. **Hazardous Waste:** Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, *et. seq.*, as amended.

- 1.18. **Household Hazardous Waste:** Waste generated by a Customer at a Residential Unit of the type designated as eligible Waste in the "At Your Door Special Collection Program" described in "Exhibit A" attached hereto and incorporated herein for all purposes.
- 1.19. **Medical Waste.** Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions).
- 1.20. **Non-Recyclables:** Any materials in the Single Stream Materials or Recyclables that are not Recyclables.
- 1.21. **Polycart or Cart:** A rubber-wheeled receptacle provided by the Contractor for a Residential Unit and provided by Contractor for a Commercial Hand Collect Unit with a maximum capacity of 90 - 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.
- 1.22. **Recyclable Material or Recyclables:** A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material.
- 1.23. **Recycling Container or Cart:** A Contractor provided rubber-wheeled receptacle with a maximum capacity of 90 - 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.
- 1.24. **Refuse:** Same as Rubbish.
- 1.25. **Residential Unit:** A residential dwelling within the service area of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 1.26. **Residential Waste:** All Refuse, Garbage and Rubbish generated by a Customer at a Residential Unit, excluding Unacceptable Waste.
- 1.27. **Roll-off Bin:** Container provided to a City facility by Contractor measuring 20 cubic yard,

- 30 yards or 40 cubic yards, intended for high-volume Waste generation and capable of pickup and transport to a Landfill by loading of container onto rear of transporting vehicle, but excluding a Compactor.
- 1.28. **Rubbish:** Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
- 1.29. **Single Stream Materials:** means all materials deposited by a Customer in the Customer's Recycling Cart or Container, including any Recyclables and Non-Recyclables.
- 1.30. **Solid Waste or Waste:** All Residential Waste and Commercial to be collected by Contractor pursuant to this Agreement. The term "Solid Waste" or "Waste" specifically excludes Unacceptable Waste.
- 1.31. **Special Waste:** Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) residue and debris from the cleanup of a spill or release of chemical(s), or (H) any other waste defined by applicable law, rule or regulation as "Special Waste."
- 1.32. **Tag:** A tag or adhesive sticker sold by the City to the Customers to affix onto a closed Bag that contains Waste, which Bag is then placed curbside for Contractor to collect on that Residential Unit Customer's regular Waste Polycart collection day.
- 1.33. **Tagged Bag:** A green or black plastic bags, designed to store Residential Waste with sufficient strength to maintain physical integrity when lifted by the top. All Tagged Bags must be tied and closed in some manner to avoid spillage. The total weight of a Tagged Bag and its contents shall not exceed 35 pounds, and each Tagged Bag shall not exceed thirty gallons.
- 1.34. **Third Party Provider:** A commercial business enterprise or commercial service provider providing services to Residential Units.
- 1.35. **Unacceptable Waste:** Any waste or material that (i) the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, (ii) substantial damage to Contractor's equipment or facilities, or (iii) contains information (in hard copy or electronic format) that is protected or regulated under any local, state or federal privacy or data security laws, including without limitation, the Health Insurance Portability and Accountability Act (HIPAA), or (iv) presents a danger to the health or safety of the public or Contractor's employees, and/or (v) is or contains Hazardous Waste, Special Waste, untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, or (vi) is or contains solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to



regulation by permit, or (vii) is soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements, or (viii) results from activities associated with the exploration, development, or production of oil or gas or geothermal resources.

1.36. **Unusual Accumulations/Overage:** As to Residential Units and Commercial Hand Collect Units, any Waste or Recyclables placed curbside for collection in excess of the volumes permitted by this Agreement or placed outside a Polycart regularly used for such collection service or in excess of the applicable weight limits of the Polycart. Contractor has the right to take photographic evidence of Unusual Accumulations.

2. **GRANT OF EXCLUSIVE FRANCHISE:**

Contractor is hereby granted the exclusive right and privilege within the corporate limits of the City to conduct business for the purpose of collection and disposal of Waste and Recyclable Materials from Residential Units and Commercial Hand Collect Units using Polycarts, subject to the terms hereof, including any tracts, territories and areas hereafter annexed to or acquired by City. Waste collected using Roll-Off Bins and Dumpsters at Commercial Units is not included within the scope of this Agreement, except for Roll-Off Bins provided by Contractor at City facilities for Waste generated at those City facilities.

3. **TERM:**

The term of this Agreement shall commence August 1, 2024 (“Commencement Date”), and continue to remain in full force and effect for a period of five (5) years through July 31, 2029; provided, however, the term of this Agreement shall automatically extend without further action of the parties for additional terms of one (1) year, each, unless, not less than ninety (90) days before the termination of the then current term, one party advises the other in writing of its desire to terminate this Agreement at the conclusion of the initial term or renewal term of the Agreement.

4. **RATES:**

Contractor is authorized to charge, and shall receive from the City, the rates set forth on Schedule “A” attached hereto and incorporated herein by reference (“Base Rates”). The Base Rates are subject to adjustment as set forth in Section 9 below.

5. **CONTRACTOR SERVICES:**

5.01 **Residential Collection/ Commercial Hand Collect Unit:**

(a) Contractor shall collect Waste generated at Residential Units and Commercial Hand Collect Units and placed in that Customer’s Polycart once per week during the term of this Agreement. Waste Polycarts shall be placed by Customers within three (3) feet of the curb, swale, paved surface of the roadway, or other location agreed to by Contractor and Customer that will provide safe and efficient accessibility to Contractor's collection crew and vehicle. Contractor has no obligation to collect any Residential Waste not properly placed into a Polycart.

(b) Construction Debris generated at a Residential Unit by a Third-Party Provider shall be deemed Commercial Waste and is outside the scope of this Agreement. Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit, and not utilizing the services of a Third-Party Provider, shall be subject to the Bulky Waste limitations set forth in this Agreement.

5.02 **Residential Bulky, Brush Waste/Bundle Collection:** Contractor shall provide a once per month collection service to Residential Units for the collection of Bulky Waste, Brush, and Bundles. Contractor agrees to collect up to a combined total of, but not to exceed, eight (8) items or four (4) cubic yards of Bulky Waste, Brush, and/or Bundles per month from each Residential Unit with Brush either cut and tied into Bundles or placed in bags from each Residential Unit placed curbside. Contractor shall have no obligation to collect (i) any Brush not cut and tied into Bundles or placed in a bag, (ii) any combination of Bulky Waste, Brush, or Bundles in excess of eight (8) items or four (4) cubic yards, or (iii) any Construction Debris produced by a Third-Party Provider hired by a Customer and generated and located at that Residential Unit. Bulky Waste, Brush and Bundles shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer, that will provide safe and efficient accessibility to Contractor's collection crew and vehicle.

5.03 **Residential Collection/Commercial Hand Collect Unit Recyclables Collection:**

(a) **Frequency.** Contractor shall provide once per week collection of Recyclables placed in Recycling Containers from Residential and Commercial Hand Collect Units. Contractor shall not be required to collect any Recyclable Materials that are not placed in a Recycling Container. In addition, Contractor shall not be required to collect Recyclable Materials if the Customer does not segregate the Recyclable Materials from the remainder of the Residential Waste.

(b) **Recyclables Specifications.**

**RECYCLABLES** must be dry, loose (not bagged), clean, empty and include **ONLY** the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Magazines, glossy inserts and pamphlets
Plastic containers with symbols #3-#7 – empty (no expanded polystyrene)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans	Uncoated printing, writing and office paper
Phone books	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers – brown, clear, or green - empty	Cartons
Aseptic containers	

**NON-RECYCLABLES** include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwaveable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any Recyclable materials or pieces of Recyclables less than 4" in size in any dimension	Propane tanks, batteries

(c) Contamination. Residential Unit Single Stream Materials shall not contain more than twenty percent (20%) Non-Recyclables. If a load of material does not meet these specifications, the load may be rejected and/or the City may be charged for the resulting transportation and disposal costs of the Non-Recyclables. Contractor has the right to dispose of all residue and contamination resulting from or remaining after processing of the Single Stream Materials.

(d) **Delivery Specifications.** Recyclables shall not contain Non-Recyclables or Unacceptable Waste. Contractor may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, and the City shall pay and reimburse Contractor for all costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Contractor's operating or profit margin. Without limiting the foregoing, City shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Unacceptable Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. Contractor reserves the right upon notice to discontinue acceptance of any category of Recyclables set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

(e) **Recycling Market Changes:** The market for Recyclables continues to evolve and is volatile. As such, Contractor cannot make any representations as to the marketability of the Recyclables, and when no reasonable commercial market exists for a commodity, Contractor and/or the MRF reserves the right to dispose of that material. Contractor also

reserves the right to add or delete materials from the list of Recyclables based upon requests, demands, or requirements made by the MRF, changes in market conditions, uncontrollable circumstances, governmental restraint, or changes in foreign or domestic laws, rules, regulations, orders, proclamations, or ordinances or the enforcement thereof, and Contractor will provide written notice to the City of those changes. In the event that such a request, demand, requirement, or change has the effect of materially altering the terms of this Agreement or substantially affects the benefit(s) bargained for by the parties, the parties agree to amend the terms of the recycling portion of the Agreement to reflect the current market or legal conditions.

(f) **At Your Door Special Collection<sup>SM</sup>**: Contractor will provide a household hazardous waste on demand collection program to Residential Units under the terms and conditions set forth in the document entitled “At Your Door Special Collection Program®” that is attached hereto as Exhibit A and incorporated herein for all purposes. Contractor has the right to discontinue this service offering on thirty (30) days written notice to the City.

#### 5.04. **Residential Carts:**

(a) Contractor shall provide one (1) Polycart and one (1) Recycling Cart to each Residential Unit (together, the “Carts”). The Carts shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The City shall aid Contractor in resolving problems of Cart location by the Customer. Customers shall not overload or overfill, by weight or volume, Carts, and the Carts shall be loaded such that the lids shall close securely.

(b) Contractor shall not be required to collect (i) any Residential Waste or Recyclable Materials that are not placed in a Cart, (ii) any Residential Waste from a Cart that is overloaded by weight or volume, or (iii) a Cart that is not properly placed curbside.

(c) The Carts furnished by the Contractor hereunder shall remain the property of Contractor, and the Customer will have no interest in the Carts. The Carts shall remain at the location of the Residential Unit where delivered by Contractor. The Customer shall not overload (by weight or volume) a Cart, and shall use the Cart only for its proper and intended purpose. Additional Carts are available for a Residential Unit at an additional charge to be paid by the Customer. In the event a Cart should be lost, stolen, or missing, Contractor agrees to replace such lost or missing Cart with a new cart, at a cost of \$90.64, to the Customer. If a Cart is damaged, Contractor will swap a damaged Cart with a replacement Cart at no charge.

#### 5.05. **Commercial Hand Collect Unit Cart:**

(a) Contractor shall provide one (1) Polycart and one (1) Recycling Cart to each Commercial Hand Collect Unit. Polycarts shall be placed by the Customer of a Commercial Hand Collect Unit in a location that is readily accessible to Contractor and its collection equipment, and the Carts are not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The City shall aid Contractor in resolving problems of

Cart location by the Customer. Customers shall not overload Carts, and the Carts shall be loaded such that the lids shall close securely.

(b) Contractor shall not be required to collect (i) any Waste or Recyclables that are not placed in the Cart, (ii) any Waste or Recyclables from a Cart that is overloaded or overfilled by weight or volume, or (iii) a Waste or Recyclables Cart that is not properly or timely placed curbside.

(c) The Carts furnished by the Contractor hereunder shall remain the property of Contractor, and the Customer will have no interest in the Carts. The Carts shall remain at the location of the Commercial Hand Collect Unit where delivered by Contractor. The Customer shall not overload (by weight or volume) a Cart, and shall use the Cart only for its proper and intended purpose. Additional Carts are available for a Commercial Hand Collect Unit at an additional charge to be paid by the Customer. In the event a Cart should be lost, stolen, or missing, Contractor agrees to replace such lost or missing Cart with a replacement cart, at a cost of \$90.64, to the Customer. If a Cart is damaged, Contractor will swap a damaged Cart with a replacement Cart at no charge.

5.06. **No Charge Services to City:** Contractor agrees to provide to the City, at no additional cost to the City, Dumpster service at all City facilities, with size of such Dumpsters and frequency of collection as necessary based on the amount of Waste generated at such City facility. Contractor agrees to provide at no cost the collection services to the City facilities listed on Schedule B. If the City adds a new facility or vacates a current facility listed on Schedule B and moves to a different location, the City shall provide Contractor with a minimum of 14 calendar days' notice of the new or revised City facility address and any address where Contractor should cease providing services.

5.07. **Unusual Accumulations/Overage Collection:** Contractor shall have no obligation to collect Unusual Accumulations/Overage, and may charge for the collection, handling, or clean-up of any Unusual Accumulations/Overage.

5.08. **Unacceptable Waste:** Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any Unacceptable Waste shall remain with the generator of such Waste.

## 6. COLLECTION OPERATION:

6.05. **Hours of Operation:** Collection of Residential Waste shall begin no earlier than 7:00 A.M. and shall generally not extend beyond 7:00 P.M. No collection shall be made on Sunday.

6.06. **Routes of Collection:** Collection routes shall be established by the Contractor as reasonably approved by City. City shall provide Contractor with maps of the City containing sufficient detail for Contractor to design collection routes. Unless otherwise specified, Contractor shall perform the services designated herein on every Wednesday for Residential and Commercial Hand Collect Unit Waste and Recyclables collection, and on each second Wednesday of every month for, Residential Unit Bulky Waste and Bundle Collection. Contractor reserves the right to change or alter the times and routes of collection. Contractor shall give at least thirty (30) business days' notice if any such action

is contemplated.

- 6.07. **Holidays:** The following shall be holidays for purposes of this Agreement:

New Year's Day    Thanksgiving Day    Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday. If an observed holiday falls on a regular scheduled collection day, no service will be provided. Regular scheduled collection service will be delayed by one day during the week of an observed holiday.

- 6.08. **Complaints:** Customer complaints shall be directed by the City to Contractor, and Contractor shall endeavor to promptly resolve such complaint based on the nature of the complaint within one business day. Contractor shall be responsible for maintaining a log of complaints based on the information provided to Contractor by the City, and shall provide the City, upon request, with copies of complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any alleged missed pickups will be investigated and, if such allegations are verified, Contractor shall arrange for collection on the next business day after receipt of such complaint so long as the complaint is received by 2 p.m. If the missed pickup is a result of Customer related acts or omissions, the City shall take appropriate action to inform such Customer to subsequently properly set out such Waste and Recyclables.
- 6.09. **Collection Equipment:** Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport Waste and Recyclables from Customers serviced by Contractor in accordance with this Agreement. All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name and unit number legible from 150 feet. All collection equipment shall be maintained in an efficient working condition throughout the term of this Agreement. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and Contractor shall have a regular preventive maintenance program. City may inspect Contractor's vehicles at any time to ensure compliance of equipment with this Agreement. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.
- 6.10. **Disposal:** The Contractor shall deliver Waste collected to a duly permitted Disposal Site operated in compliance with rules stipulated by the applicable state agency and/or the U.S. Environmental Protection Agency.
- 6.11. **Spillage:** The Contractor shall not be responsible for scattered Waste unless the same has been caused by Contractor, in which case all scattered Waste shall be timely collected by Contractor; provided that any spillage caused by or arising from an overloaded or overfilled Cart or container is excluded from this obligation.
- 6.12. **Vicious Animals:** Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection service. Contractor shall immediately notify the City, in writing, of such condition and of his

inability to make collection.

- 6.13. **Protection From Scattering:** Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of Waste onto public or private property. Such covers shall be kept in good order and used to cover the load going to and from the disposal site, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter Waste.
- 6.14. **Point of Contact.** All dealings and contacts between Contractor and the City shall be directed between the Public Sector representative of Contractor, or such other individual identified by Contractor, and the Contract Administrator designated by the City.

## 7. **LICENSE AND TAXES:**

Contractor shall obtain at its sole expense all licenses and permits required by the City and the State, and shall maintain same in full force and effect.

## 8. **BILLING:**

(a) City shall provide billing and bill collection services for Residential and Commercial Hand Collect Units, as provided under and during the term of this Agreement. Within thirty (30) days of the end of each month during which collection services are provided by Contractor hereunder, Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for services rendered under this Agreement for the prior month. City shall remit to Contractor payment for all services provided to Residential Units and Commercial Hand Collect Units, within thirty (30) days after receipt of invoice.

The City's franchise, billing, or administrative fees, if any, will not be included in the Contractor's invoices to the City for services provided to Residential Units or Commercial Hand Collect Units. The City shall be responsible for adding all City franchise or City fees to the invoices it sends to Customers and the City is responsible for collecting its fees. The Contractor's rates set forth in Schedule A for Residential Units and Commercial Hand Collect Units do not include any City franchise fee, invoicing, or administrative fee.

(b) The City shall notify Contractor in writing of any Customer that City direct bills and that has failed to timely pay the City for Contractor's services, and Contractor, upon written direction from the City, shall cease servicing such delinquent Residential Unit and Commercial Hand Collect Units until notified by the City.

## 9. **MODIFICATION TO RATES:**

9.01 **CPI Adjustment:** Commencing on August 1, 2025, and on the same date annually thereafter (the "Adjustment Date"), the service rates in Section 4, as adjusted hereunder, shall be automatically increased by ninety percent (90%) of the percentage increase of the Consumer Price Index, series CUSR0000SEHG02 CPI-U Garbage & Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics ("CPI-U"). The US Bureau of Labor Statistics currently publishes these values on their

website at the following location: <https://data.bls.gov/pdq/SurveyOutputServlet>. The CPI-U adjustment will be calculated using the change in the 12-month annual average of monthly CPI-U index values between the month of April to the month of March of the year immediately prior to the adjustment date, and the month of April to the month of March of the year before. Adjustments to the Contractor’s service rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

9.02 **Fuel Adjustment:** Commencing on August 1, 2025, and on the same date annually thereafter (the “Adjustment Date”), the service rates set forth in Section 4 above, as adjusted hereunder, shall be automatically increased by ten percent (10%) of the percentage increase, or automatically decreased by ten percent (10%) of the percentage decrease, of the Energy Information Administration (EIA) Natural Gas (Texas), Commercial Price Index, as published by the United States Energy Information Administration. The EIA/DOE currently publishes these prices on their website at the following location: <https://www.eia.gov/dnav/ng/hist/n3020tx3m.htm>. The Natural Gas fuel adjustment will be calculated using the change in the 12-month annual average of monthly EIA fuel index values between the month of April to the month of March of the year immediately prior to the adjustment date, and the month of April to the month of March of the year before. Adjustments to the Contractor’s service rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

Annual Modification to Rates Example:

1. **Calculating CPI Adjustment (9.01):**

- a. (Average CPI Garbage & Trash between May 1, 2021 to April 30, 2022 (529.629)) – (Average CPI Garbage & Trash between May 1, 2020 to April 30, 2021 (506.365)) = 23.26
- b. Percentage Change in annual average CPI: (Annual average CPI of year prior (506.365) divided by the difference between annual average CPI prior year and the year immediately prior to the adjustment date (23.26)) =  $0.0459 \times 100 = 4.59\%$

2. **Calculating Fuel Adjustment (9.02):**

- a. (Average cost of Natural Gas between May 1, 2021 to April 30, 2022 (\$9.52)) – (Average cost of Natural Gas between May 1, 2020 to April 30, 2021 (\$7.48)) = \$2.04
- b. Percentage change in annual average index values of Natural Gas: (annual average index value of Natural Gas of year prior (7.48) divided by the difference between annual average index value of Natural Gas prior year and the year immediately prior to the adjustment date (2.04)) =  $0.2727 \times 100 = 27.27\%$

3. **Applied Rate Adjustment Percentage - Calculating Total (CPI & Natural Gas) Annual Rate Adjustment**

- a. CPI: Percentage change (4.59%) multiplied by weighting (90%) = 4.13%
- b. Natural Gas: Percentage change (27.27%) multiplied by weighting (10%) = 2.73%.
- c. Total Percentage Change: (4.13% + 2.73%) = 6.86%
- d. Total Adjusted Rate: Annual Rate Modification = 6.86% increase

9.03 **Additional Adjustments:** Contractor shall also be entitled to petition the City for an increase in Base Rates from time to time during the term of this Agreement, and upon sixty (60) days'



written notice to the City, to offset any change in conditions which increase the Contractor's costs, including but not limited to, increases in disposal costs, increases in landfill fees, changes in the ordinances under which the Contractor is to operate, or changes in federal, state or local laws, rules or regulations, or other uncontrollable increases. Documentation of such increases shall be submitted to the City at its request. Any such increase shall not be effective until approved by the City. If the City denies or takes no action on Contractor's written request, then the Contractor shall have the right to terminate this Agreement upon at least ninety (90) days written notice to the City.

9.04 **Performance Bond:** Contractor shall maintain, throughout the initial term of this Agreement and any extension thereof, a performance bond approximately equal to the revenue payable under this Agreement to Contractor in any one-year period.

## 10. CITY'S OBLIGATIONS:

The City agrees to perform all obligations required of the City pursuant to the terms of this Agreement, including, but not limited, the following:

- (a) The City shall communicate City decisions to Contractor on a timely basis from time to time as required under this Agreement;
- (b) The City shall provide the total number of Residential Units to the Contractor each month (i.e., the total house count that is to receive Contractor services). Contractor will use that monthly Residential Unit total in its next invoice to the City. If the City fails to provide a number, Contractor has the right to use the prior monthly house count for invoicing purposes. Contractor has no responsibility for any incorrect house counts provided by the City, but has the right, in its discretion, to verify the Residential Unit count information provided by the City. Any error or mistakes in the Residential Unit count provided by the City to Contractor shall be corrected within six months of the date provided or the mistake is waived and released by both parties;
- (c) The City shall timely pay Contractor pursuant to Section 8 of this Agreement;
- (d) The City shall timely inform Contractor of complaints made by Customers;
- (e) The City shall work with Contractor in good faith to resolve complex Customer service issues;
- (g) The City shall educate Customers to encourage, promote and obtain proper Waste disposal and Recyclables information as required by this Agreement, including educating Residential and Commercial Hand Collect Unit Customers to assure proper and timely Waste set out, and proper recycling techniques to minimize commingling of Waste and Recyclables.

## 11. COMPLIANCE WITH LAWS:

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all existing laws and laws which may be enacted by the federal, state, and local governments.

It is expressly agreed that nothing in this Agreement shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

**12. OFFICE:**

Contractor shall maintain an office or such other facility through which it may be contacted by telephone or by digital applications without charge. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

**13. DISASTER/STORM EVENT:**

Contractor and City understand and agree that, in the event of disaster, including but not limited to, a hurricane, tornado, major storm, flood, natural disaster, war, act of terrorism, or other act of God ("Disaster/Storm Event"), Contractor shall have no obligation under this Agreement to collect any material or debris resulting from the Disaster/Storm Event. The City has the right to engage a contractor of its choice to collect material or debris resulting from a Disaster/Storm Event.

**14. ENFORCEMENT:**

Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of fees by City and/or Customers. The City agrees to take reasonable steps necessary and permitted by law to require Customers to comply with the terms of this Agreement.

**15. TRANSFERABILITY OF AGREEMENT:**

Other than by operation of law, no assignment of the Agreement or any right accruing under the Agreement shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld. Upon the assignment, the assignee shall assume the Contractor's obligations and rights under this Agreement. Notwithstanding anything contained herein to the contrary, Contractor shall be permitted to assign this Agreement to an affiliate of Contractor without the City's consent.

**16. LANDFILL CAPACITY:**

Contractor shall have and maintain during the term hereof, adequate disposal capacity for the City's needs.

**17. TERMINATION:**

Except as otherwise provided herein, if either party defaults in the performance of any of the covenants or conditions contained herein, and fails to cure such default within thirty (30) days after the non-defaulting party has given the defaulting party written notice of such default (or if such default is of a nature that it cannot be cured within such thirty (30) day period, the defaulting party fails to commence the curing of such default within such thirty (30) day period, and fails to thereafter diligently pursue the

curing thereof) (the "Cure Period"), the non-defaulting party may: (a) terminate this Agreement as of any date which the non-defaulting party may select, provided said date is at least thirty (30) days after the expiration of the Cure Period; (b) cure the default at the expense of the defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

#### 18. **DISPUTE RESOLUTION:**

The parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the parties under or relating to this Agreement that is not amicably settled shall be submitted to mediation. If the parties remain unable to resolve the controversy through mediation, then either party may pursue their claim, dispute, disagreement or controversy in a court with proper venue in the state of Texas.

#### 19. **FORCE MAJEURE:**

The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean (a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, industry-wide labor, equipment, or parts shortages, strike or other labor disturbances, pandemic or epidemic, foreign or domestic governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or Recyclables or any other cause beyond the reasonable control of either party; or (b) a Change in Law. "Change in Law" means (i) the adoption, promulgation, enforcement, or modification or reauthorization after the date of this Agreement of any foreign or domestic law, regulation, order, statute, ordinance, rule or binding governmental ruling or order that was not adopted, promulgated, enforced, modified or reauthorized on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (a) or (b) establishes requirements affecting a party's operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, State, county, or other tax law or workers compensation law shall not be a Change of Law. However, in the event that a federal, State or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax shall be treated as a Change in Law.

#### 20. **EVIDENCE OF INSURANCE:**

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The City shall be named as an additional insured under the policies, except for workers' compensation, subject to Contractor's indemnities set forth herein. Contractor shall provide the City with

a certificate of insurance reflecting the City 's additional insured status and agreeing to give the City at least 30 days' written notice in case of policy termination. The cost of such insurance shall be borne by the Contractor and a certificate of insurance evidencing that such insurance has been procured and is in force will be forwarded to the City at its request.

**Minimum Limits of Insurance:**

<b>Type of Coverage</b>	<b>Per Occurrence Minimum</b>	<b>Aggregate Minimum</b>
Workers Compensation	As required by law and shall cover all employees including drivers	As required by law.
Commercial General Liability Bodily Injury/Property Damage	\$1,000,000 \$1,000,000 occurrence combined single limit	\$1,000,000
Commercial Auto Liability Bodily Injury/Property Damage	\$1,000,000 \$1,000,000 each accident combined single limit	\$1,000,000
Excess/Umbrella Liability	\$1,000,000 occurrence	\$2,000,0000

**21. INDEMNITY:**

The Contractor shall indemnify the City against any third-party claims, actions, or suits, to the extent caused by Contractor's negligent or willful misconduct in providing the services required by this Agreement. Upon obtaining knowledge of any matter giving rise to possible indemnification, the City shall notify the Contractor immediately. The Contractor shall have the right to defend or contest any such claim or demand in the name of the City. The City shall cooperate as the Contractor may reasonably request and shall make available to the Contractor or its representatives all records and other materials reasonably required in such defense. So long as the Contractor is contesting or defending any such claim or demand in good faith, no amount shall be deemed to be due hereunder unless the City has been required by order of any court to pay any sum arising from the subject matter of the suit.

**22. OWNERSHIP:**

Title to Waste shall pass to Contractor when placed in Contractor's collection vehicle. Title to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

**23. SEVERABILITY:**

Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

**24. PRIOR AGREEMENTS:**

This Agreement contains the entire Agreement between the parties hereto with respect to the matter set forth herein. No provision of any other document, including any request for proposal, shall be deemed

incorporated herein, it being the intent of the parties that this sets forth the full Agreement of the parties with respect to the services described herein. No change, alteration or amendment will be binding on either party unless set forth in a document duly executed by all parties hereto.

**25. RECORDS:**

City and Contractor agree to maintain at their respective places of business, adequate records relating to the performance of their respective duties under this Agreement. Such record shall be available at any time during reasonable business hours for inspection by the other party, at the inspecting parties' expense, and upon reasonable advance notice; provided, however, only records directly relating to this Agreement and necessary to substantiate invoicing must be disclosed to the other party.

**26. ATTORNEY'S FEES AND VENUE:**

In the event suit is filed by either party as a result of the performance or non-performance of the terms set forth in this Agreement, the prevailing party shall recover its attorney fees and court costs, with venue of any such action to be in Montgomery County, Texas.

**27. NOTICES:**

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, or (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

If to the City, at: City of Montgomery, Texas  
Attn: City Manager  
PO Box 708  
Montgomery, Texas 77356

If to the Contractor at: Waste Management of Texas, Inc.  
2749 North Loop 336 East  
Conroe, Texas 77301

with a copy to: CT Corporation System  
350 North St. Paul Street  
Dallas, Texas 75201

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

**28. DISCRIMINATION PROHIBITED:**

Contractor, in the execution, performance, or attempted performance of this Agreement, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. Contractor must be an equal opportunity employer.

**29. APPROPRIATION; SOVEREIGN IMMUNITY:**

The City hereby agrees and acknowledges that the non-appropriation provisions set forth in the Texas Constitution and Local Government Code are not applicable to this Agreement due to the nature of the services rendered by Contractor hereunder, and the City will not use such statute as a defense to payment hereunder. In addition, the City and Contractor acknowledge that this Agreement is subject to the provisions of Chapter 271 of the Texas Local Government Code, specifically including §§ 271.151 through 271.160 of that Code and including the attorney’s fees provisions of §271.159.

**30. INDEPENDENT CONTRACTOR:**

Contractor shall perform all work and services herein and described as an independent contractor and not as an officer, agent, servant or employee of the City. Contractor shall have exclusive control and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same, and nothing herein shall be construed as creating a partnership or joint venture between the City and the Contractor. No person performing any of the work of the services described hereunder shall be considered an officer, agent, servant or employee of the City, and no such person shall be entitled to any benefits available or granted to employees of the City.

**31. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES:**

Contractor hereby represents and warrants to City as follows:

- 1.01. Contractor has the power and authority to enter into this Agreement. This Agreement, when executed by all parties will be valid and binding obligation of the Contractor, enforceable in accordance with its terms.
- 1.02. Contractor possesses all necessary licenses, permits and approvals to perform the services described herein.
- 1.03. Contractor is experienced and qualified to perform the services set forth herein, and is properly staffed and organized to perform the services in a professional manner.

**32. FOREIGN TERRORIST ORGANIZATIONS:**

Pursuant to Chapter 2252, Texas Government Code, Contractor represents and certifies that, at the time of execution of this Agreement neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

**33. ANTI-BOYCOTT VERIFICATION:**

As required by Chapter 2271, Texas Government Code, Contractor hereby verifies that Contractor, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code.

EFFECTIVE AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

**CITY:**

**CONTRACTOR:**

**CITY OF MONTGOMERY, TEXAS**

**WASTE MANAGEMENT OF TEXAS, INC.**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## SCHEDULE "A"

All Rates are subject to the rate adjustment language in section nine (9) of the Agreement

**RESIDENTIAL UNIT RATES:** collection limited to 1X weekly of WM provided Waste Polycart and Recycling Polycart.

Residential Rates (per home/month)	\$24.94	1 x weekly Trash & Recycling in a 96-gal cart. Rate includes At Your Door Program
Extra Trash Cart (per home/month)	\$9.67	Limit 4 Carts
Extra Recycle Cart (per home/month)	\$9.67	Limit 4 Carts
Lost/Stolen Cart (per replacement)	\$90.64	
Extra Service Tag (i.e. Pink Tag)(per tag)	\$2.25	1 Bag per each Tag

**COMMERCIAL HAND COLLECT UNIT RATES:** collection limited to 1X weekly of Contractor provided Polycart.

Commercial Rate (per unit/month)	\$30.99	1 x weekly Trash & Recycling in a 96-gal cart.
Extra Trash Cart (per unit/month)	\$9.67	Limit 4 Carts
Extra Recycling Cart (per unit/month)	\$9.67	Limit 4 Carts
Lost/Stolen Cart (per replacement)	\$90.64	

**The Residential and Commercial Hand Collect Unit Rates above do not include any franchise fee or any other City fees.**

### COMMERCIAL ROLL OFF RATES (City Facilities Only)

Container Size / Type	Delivery Rate (per event)	Hauling Rate (per haul)
20 Yard (Open Top)	\$130.01	\$431.18
30 Yard (Open-Top)	\$130.01	\$503.02
40 Yard (Open-Top)	\$130.01	\$648.17

**Commercial Roll Off Rates above are not inclusive of any franchise fee and only apply to City facilities.**



**SCHEDULE "B"**

**City of Montgomery Community Programs**

**Contractor agrees to provide the equipment or services set forth below to the city on an annual basis for the entire term of the Agreement and any renewal terms. Contractor shall provide the following:**

1. Quarterly Clean Up Event - Contractor will provide 5 - 30-yard Roll Offs Bins, at no charge to the City for Waste and/or Recycle collection. Events should be scheduled and approved with Operations in advance.
2. City facilities (all locations) - Contractor will provide Waste collection service from Dumpsters located at all City facilities and collection of Waste and Recyclables from Carts located at all City facilities, up to two (2) times weekly, and at no charge to the City facilities as set forth below:

City Facility Address	Container Quantity	Container Size	Collection Service Type	Service Frequency
101 OLD PLANTERSVILLE RD	1	6 Yard	Waste	1x/week
14420 LIBERTY ST	2	6 Yard	Waste	1x/week
14751 LIBERTY ST	1	2 Yard	Waste	1x/week
265 S BUFFALO SPRINGS DR	1	8 Yard	Waste	2x/week

**EXHIBIT A**  
**WASTE MANAGEMENT'S AT YOUR DOOR SPECIAL COLLECTION® SERVICE**  
**STATEMENT OF WORK**

The following sets forth the description of the At Your Door Special Collection® service provided by a Waste Management affiliate, which sets forth the terms and conditions of the on-demand year round residential household hazardous waste collection service.

**DESCRIPTION OF SERVICE**

Waste Management's At Your Door Special Collection® service is provided to residents to properly manage household hazardous waste including electronics by safely collecting these items at the home. When residents need to dispose of their unwanted eligible materials they can reach out and schedule a home collection appointment. For residents to participate in this service, they must first schedule a home collection, which is available year-round. Waste Management provides two easy options to schedule service: The participant may go to [www.wmatyourdoor.com](http://www.wmatyourdoor.com), or contact our Operations Service Center through our phone number. The Operations Service Center staff from our U.S. based Operations Center will process the service request. The website is accessible 24/7 and the Operations Service Center is available Monday through Friday.

As part of the request for service, the participant is provided with a specific date for their home collection. This is the date when they must place their unwanted materials at the front door or in the front of their garage. This is a demand-based service, so the frequency of collections will vary.

After the resident schedules their collection, a collection kit will be sent to them. The resident is responsible to package the materials and place them out on the designated collection date. The collection kit consists of a plastic bag, tie, labels, and an instruction sheet. The instruction sheet informs the participant of their collection date and lists eligible and non-eligible items. Participants collect their items and place appropriate items inside the kit bag or beside it per the instruction sheet. All containers must be labeled, and they cannot leak. If a container leaks, the participant is instructed to transfer contents to a non-leaking container and label it. Participants are provided labels for this use. Leaking containers or containers that are not identified or are improperly identified will not be collected. Additional instructions may apply based on applicable regulations.

Participants will receive one bag unless otherwise indicated that more than one bag is required to collect all eligible materials. Participants that only have electronics, batteries and fluorescent lamps will not be sent a collection kit, as the kit is not required for those items. Participants are not required to be present during the collection.

On the collection date, a Service Technician will arrive at the home, inspect the material for eligible items, and package the material based upon hazard classification. All materials must be placed outside of the home in the appropriate easy-to-find location. Materials are to be placed near the front door area or garage area, but never on public property, at the curb, street or alleyway. The Waste Management Service Technician will not enter the premises, which include homes, garages or sheds to gather or remove any material.

After collection by the Service Technician, eligible materials are transported away from the residence and sent to the appropriate recycling and processing facilities. WM is not responsible for any materials placed out for collection until the items are collected by Waste Management personnel.

**CUSTOMER SERVICE**

Waste Management’s At Your Door Special Collection® Operations Service Center (aka call center) will handle any questions and process the service requests. To contact this service center, residents can call 1-800-449-7587, go to [www.wmatyourdoor.com](http://www.wmatyourdoor.com) or email [atyourdoor@wm.com](mailto:atyourdoor@wm.com). If a resident has a question about a particular item, they are welcome to reach out to our staff. This center handles thousands of service requests each year. Our website provides list of commonly acceptable items, frequently asked questions and a way to reach out to our service center. Our goal is to make it easy and convenient for your residents

Residents who participate in the program receive a survey questionnaire. The survey typically includes several questions and is considered a “report card” on the service. Depending upon community and online resources, feedback could be conducted through an online survey feature and/or a postage-paid survey card. All participants are encouraged to provide feedback. The At Your Door Special Collection® has surveyed program participants for many years, as this is an important feature of providing quality customer service. The results of the surveys are sent to the municipal contact.

**MATERIALS**

This list below includes the most common eligible items for the At Your Door Special Collection® service. This list is not all-inclusive, and the full list of eligible items may vary depending on state and local regulations. We reserve the right to modify the list. Additional instructions may apply, based on applicable regulations.

**1. Eligible Materials**

In general, most ordinary household chemicals and many electronics are eligible for collection. Only items originating from households are eligible, no business materials are allowed. The quantity of material that is collected at any one time is limited to the items that can fit into the kit bag along with designated items that may be placed outside the bag.

The collection will typically include the following eligible materials:

**Household Cleaners**

- Ammonia
- Floor stripper
- Drain cleaner
- Floor cleaner
- Tile/shower cleaner
- Carpet/upholstery cleaner
- Rust remover
- Toilet bowl cleaner

**Paint Products**

- Oil based paint

- Latex paint
- Stripper and thinner
- Caulking
- Wood preservative and stains
- Sealers
- Spray paint
- Artist paint

#### **Automotive Material**

- Motor oil
- Antifreeze
- Waxes/Polishes
- Cleaners
- Brake fluids
- Used oil filters
- Transmission fluid
- Windshield washer fluid
- Hydraulic fluid
- Vehicle batteries (4 max.)
- Gasoline and Diesel fuel (must be placed in containers designed and sold for the containment and transportation of fuel (10 gal. max.)

#### **Swimming Pool Chemicals**

- Pool acid
- Chlorine: tablets, liquids
- Stabilizers

#### **Mercury Containing Devices**

- Thermostats
- Thermometers
- Switches

#### **Garden Chemicals**

- Insect sprays/Insecticides
- Weed killers
- Fertilizer
- Herbicides
- Pesticides
- Other poisons

#### **Misc. Household**

- Household batteries
- Straight fluorescent tubes/ Compact fluorescent bulbs (5 max.)
- High intensity lamps
- Hobby glue

- Driveway sealer (5 gal. max)

**Flammable & Combustible Materials**

- Kerosene
- Solvents

**Electronics with Circuit Boards (25 lbs. total)**

- Televisions (1 max.)
- Computer monitors
- CPU/computer tower (1 max.)
- Laptop computer
- Tablet computer
- Keyboard
- Mouse
- Fax machine
- Desktop printer/scanner
- CD ROM
- DVD/CD/tape player
- VCR
- Cell phone
- MP3 player, iPod, music player
- Microwave oven
- Related cords
- Gaming console

**2. Ineligible Materials**

Commercial material, material from businesses, and unusually large quantities of the same material are not eligible for the At Your Door program. Business items located at homes are still business waste and are excluded. Additional ineligible items include biological waste, ammunition and explosives, asbestos, construction related debris, containers over five (5) gallons, fire extinguishers, food waste, pressurized cylinders, materials improperly packaged for transportation including leaking containers, medicines/ pharmaceuticals, radioactive materials, tires, trash, liquid mercury, white goods and unknown or unlabeled materials. The At Your Door<sup>SM</sup> service reserves the right to refuse acceptance of any items it deems excluded, that poses a safety risk or other hazard, or are outside of the scope of the program, which is designed for the collection of home-generated special materials.

**TREATMENT OF MATERIALS**

This service will work to responsibly manage the accepted materials. The goal is to send as much eligible material as possible to be recycled through various treatment methods. Emphasis is placed on recycling, then treatment, followed by incineration, then secure landfills.

**QUALIFICATIONS**

From our Service Technicians to our Operations Service Center Specialists, all team members participate in Waste Management’s in-depth and on-going training process. Service Technicians must complete the 40 hour HAZWOPER certification program in combination with obtaining a Hazmat endorsement on their Commercial Driver’s License. In addition, they will complete an in-depth employee training program which includes classroom and on-the-job training for hazardous materials. Training is updated periodically to ensure our Technicians are trained on important safety procedures, transportation protocols, chemistry, hazardous materials handling, customer service, and more.

Waste Management’s At Your Door Special Collection<sup>SM</sup> service has extensive experience working with municipalities and regulatory organizations implementing home generated special materials /household hazardous waste residential collection programs that comply with federal, state and local regulations. Over the years, we have refined the challenging process of residential collection of home generated special materials. Our experience with numerous municipalities and hundreds of thousands of residents will be applied to your community.

**SAFETY**

This program will comply with existing applicable federal, state, and local regulations. Appropriate permits and approvals to transport and store household hazardous waste and electronics will be obtained and maintained. This includes facilities and vehicles used in the process of servicing this program. Generator status and requirements will be determined based on applicable state, federal or local laws.

In the event of a change in law and/ or regulations related to the services provided under this Agreement, Waste Management has the option to modify this service. This may include the imposition of new or increased government fees or assessments, and Waste Management shall be entitled to an adjustment of rates at any time. This request for adjustment will be submitted by Waste Management to the appropriate municipality’s contact, accompanied by an analysis of the impacts on rates. A “change in law” adjustment shall only be effective after approval of the municipality’s governing body. The municipality’s action on our request shall be made within sixty (60) days from the date of submittal, and its approval will not be unreasonably delayed, conditioned, or withheld. As used herein, “change of law” does not include changes in federal or state income tax laws.

In the event of a natural disaster affecting the community, Waste Management’s At Your Door Special Collection program will be suspended for a period of up to six months, or another period upon mutual Agreement. The At Your Door program is designed for the ordinary collection of home generated special materials, and a natural disaster changes the nature of that need. A natural disaster is subject to the specifics of a franchise Agreement.

At Your Door Special Collection<sup>®</sup> is a service of Waste Management. Collection services will be provided by a properly licensed/permitted subsidiary of Waste Management. At Your Door<sup>SM</sup> and At Your Door Special Collection<sup>®</sup> are marks of WM Intellectual Property Holdings, LLC.

## EXHIBIT B

### Proposed Annual Inflationary Rate Adjustment Formula

- The parties agree that 90% of the adjustment in Base Rates shall be made using the CPI-U (Series ID: CUUR0000SEHG02) Garbage and Trash Collection – currently located at the following link: [https://beta.bls.gov/dataViewer/view/timeseries/ CUUR0000SEHG02](https://beta.bls.gov/dataViewer/view/timeseries/CUUR0000SEHG02). The CPI-U adjustment shall be based on the average monthly percentage change in the CPI-U over the applicable 12-month measurement period from April to March. Once that average index change is determined, then the average index change for the 12-month period during the immediately prior year will be subtracted therefrom. The difference shall be the CPI-U index adjustment that will be applied to the then current Base Rates; and
- The parties agree that 10% of the adjustment in Base Rates shall be made using the EIA Natural Gas Texas Commercial (N3020TX3.M) index – currently located at <https://www.eia.gov/dnav/ng/hist/n3020tx3m.htm> to determine the percentage adjustment. The EIA adjustment shall be based on the average monthly percentage change in the EIA index over the applicable 12-month measurement period from April to March. Once that average index change is determined, then the average index change for the 12-month period during the immediately prior year will be subtracted therefrom. The difference shall be the EIA index adjustment that will be applied to the then current Base Rates.

#### Example Calculation:

Garbage and Trash Collection (Series ID: CUUR0000SEHG02)

Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Total	Average
542.564	544.546	547.554	548.187	548.706	558.254	561.090	563.816	565.185	570.412	575.697	576.773	6702.784	558.565
Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24		
580.124	587.431	589.812	596.167	597.347	596.997	597.569	601.631	602.164	606.773	610.551	610.015	7176.581	598.048
37.56	42.89	42.26	47.98	48.64	38.74	36.48	37.81	36.98	36.36	34.85	33.24	Difference	39.483
6.923%	7.875%	7.718%	8.752%	8.865%	6.940%	6.501%	6.707%	6.543%	6.375%	6.054%	5.763%		0.07069
												%	7.069

Natural Gas Texas Commercial (N3020TX3.M)

Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Total	Average
11.260	12.850	13.270	13.160	14.730	14.940	13.820	11.800	12.210	11.620	10.380	8.680	148.720	12.393
Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24		
9.170	9.330	9.050	9.920	10.350	9.960	9.810	9.580	9.300	8.960	9.020	9.030	113.480	9.457
-2.09	-3.52	-4.22	-3.24	-4.38	-4.98	-4.01	-2.22	-2.91	-2.66	-1.36	0.35	Difference	-2.937
-18.561%	-27.393%	-31.801%	-24.620%	-29.735%	-33.333%	-29.016%	-18.814%	-23.833%	-22.892%	-13.102%	4.032%		-0.23696
												%	-23.696

#### Calculations for Weighted and Averaged CPI & Fuel

	Weight (%)	Previous Year	Current Year	Percentage Change (%)	Weighted Percentage Change (%)
CPI- G&T	90%	558.565	598.048	7.07%	6.36%
Fuel	10%	12.393	9.457	-23.69%	-2.37%
<b>Total Adjustment</b>					<b>3.99%</b>

### Current Annual Inflationary Rate Adjustment Formula

#### 9. MODIFICATION TO RATES:

**9.01 CPI Adjustment.** Base Rates charged by Contractor for services will remain fixed as set forth in Section 4 above and will not be adjusted for changes in the CPI (as hereinafter defined), until August 1, 2016. Commencing on August 1, 2016, and continuing annually on each anniversary date of the Commencement Date of this Agreement, upon thirty (30) days' notice to the City, the Base Rates for services shall be adjusted by the same percentage as the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Base Period December 1983 = 100) (the "C.P.I.") shall have increased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

**9.2 Fuel Adjustment.** Every anniversary date, the Base Rates shall be subject to a fuel surcharge as follows: an additional one percent (1%) for every twenty five cent (\$0.25) increase in the price of diesel fuel above and including \$4.00 per gallon (with a 1% surcharge beginning at \$4.25 per gallon and a 2% surcharge at \$4.50 per gallon, etc.). The diesel fuel price shall be as determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Gulf Coast. The EIA/DOE currently publishes these prices on their website at the following location: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. The determination of the average price of diesel fuel from the aforesaid website shall be made on the first Monday prior to the end of the quarter (or the first business day thereafter if such Monday is a Federal Holiday).

#### Example Calculation:

Diesel Fuel for the Gulf Coast

#### Weekly Gulf Coast No 2 Diesel Retail Prices (Dollars per Gallon)

Click worksheet name or tab at bottom for data

Worksheet Name	Description	# Of Series	Frequency	Latest Data for
Data 1	Weekly Gulf Coast No 2 Diesel Retail Prices (Dollars per Gallon)	1	Weekly	7/15/2024

Release Date: 7/15/2024  
 Next Release Date: 7/22/2024  
 Excel File Name: emd\_epd2d\_pte\_r30\_dpgw.xls  
 Available from Web Page: [https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD\\_EP2D\\_PTE\\_R30\\_DPG&f=W](https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD_EP2D_PTE_R30_DPG&f=W)  
 Source: U.S. Energy Information Administration  
 For Help, Contact: [infoctr@eia.doe.gov](mailto:infoctr@eia.doe.gov)  
 (202) 586-8800

Jun 05, 2023 \$3.47  
 Jun 03, 2024 \$3.45



Current Calculations for CPI & Fuel

	Weight (%)	Previous Year	Current Year	Percentage Change (%)	Weighted Percentage Change (%)
CPI- G&T	100%	576.773	610.015	5.76%	N/A
Fuel	100%	\$3.47	\$3.45	0%	N/A
<b>Total Adjustment</b>					<b>5.76%</b>



**From:** Smith, Tiana <[tsmith71@wm.com](mailto:tsmith71@wm.com)>  
**Sent:** Wednesday, July 10, 2024 4:57 PM  
**To:** Gary Palmer <[gpalmer@ci.montgomery.tx.us](mailto:gpalmer@ci.montgomery.tx.us)>  
**Subject:** City of Montgomery\_Municipal Solid Waste and Recycle Agreement\_08012024

Hello Gary,

I hope you and your family fared well from the hurricane. Please see the draft Agreement including the pricing and scope of service for Extension Option 3 of the attached letter presented at Workshop.

I wanted to point out a change in sections 9.01 CPI Adjustment and 9.02 Fuel Adjustment that is included in the draft Agreement. Recently, we have begun to adopt new language concerning the calculations for CPI and Fuel adjustment.

First, we now weight CPI & Fuel (i.e. CPI: 90% of the total adjustment & Fuel: 10% of the total adjustment). See the first table below for the effect of weighting in the last column.

Additionally, we also calculate adjustments based on the comparison of an annual average from prior year to current year (highlighted in yellow on the CPI & Fuel tables below) instead of a comparison of one month from prior year to current year (i.e. March 2023 v. March 2024) . As an example, look at the variability between the monthly values of the month of August compared to the average (in the yellow box). Now likewise you have some lower months (March) but averaging helps us understand the impact of inflation over a 12-month period instead of just one month.

Lastly, our Hauling District uses Natural Gas as fuel for the service fleet. As a result, I have included a fuel adjustment based on changes and the reported values of natural gas. Below you will see an example of the calculations for using a weighted and average CPI and Fuel.

Now, with that said, I can replace what is in the draft now and match how we currently calculate as stated in the letter. However, I thought you may want to consider this change as I do see value and a benefit for the City in adopting this change in how we calculate the adjustment. You let me know how you would like this handled. Also, I am happy to answer questions or talk through the calculations if you would like.

Tiana

## EXHIBIT B

### Proposed Annual Inflationary Rate Adjustment Formula

- The parties agree that 90% of the adjustment in Base Rates shall be made using the CPI-U (Series ID: CUUR0000SEHG02) Garbage and Trash Collection – currently located at the following link: <https://beta.bls.gov/dataViewer/view/timeseries/CUUR0000SEHG02>. The CPI-U adjustment shall be based on the average monthly percentage change in the CPI-U over the applicable 12-month measurement period from April to March. Once that average index change is determined, then the average index change for the 12-month period during the immediately prior year will be subtracted therefrom. The difference shall be the CPI-U index adjustment that will be applied to the then current Base Rates; and
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Garbage and Trash Collection (Series ID: CUUR0000SEHG02)

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580.124	587.431	589.812	596.167	597.347	596.997	597.569	601.631	602.164	606.773	610.551	610.015	7176.581	598.048
37.56	42.89	42.26	47.98	48.64	38.74	36.48	37.81	36.98	36.36	34.85	33.24	Difference	39.483
6.923%	7.875%	7.718%	8.752%	8.865%	6.940%	6.501%	6.707%	6.543%	6.375%	6.054%	5.763%		0.07069
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9.170	9.330	9.050	9.920	10.350	9.960	9.810	9.580	9.300	8.960	9.020	9.030	113.480	9.457
-2.09	-3.52	-4.22	-3.24	-4.38	-4.98	-4.01	-2.22	-2.91	-2.66	-1.36	0.35	Difference	-2.937
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Current Annual Inflationary Rate Adjustment Formula

9. MODIFICATION TO RATES:

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Example Calculation:

Diesel Fuel for the Gulf Coast

**Weekly Gulf Coast No 2 Diesel Retail Prices (Dollars per Gallon)**

Click worksheet name or tab at bottom for data

Worksheet Name	Description	# Of Series	Frequency	Latest Data for
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Release Date: 7/15/2024  
 Next Release Date: 7/22/2024  
 Excel File Name: emd\_epd2d\_pte\_r30\_dpgw.xls  
 Available from Web Page: [https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD\\_EP2D\\_PTE\\_R30\\_DPG&f=W](https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD_EP2D_PTE_R30_DPG&f=W)  
 Source: U.S. Energy Information Administration  
 For Help, Contact: [infoctr@eia.doe.gov](mailto:infoctr@eia.doe.gov)  
 (202) 586-8800

Jun 05, 2023 \$3.47  
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Current Calculations for CPI & Fuel

	Weight (%)	Previous Year	Current Year	Percentage Change (%)	Weighted Percentage Change (%)
CPI- G&T	100%	576.773	610.015	5.76%	N/A
Fuel	100%	\$3.47	\$3.45	0%	N/A
<b>Total Adjustment</b>					<b>5.76%</b>

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> July 23, 2024	<b>Budgeted Amount:</b> n/a
<b>Department:</b> Administration	<b>Prepared By:</b> Maryann Carl

**Subject**

Consideration and possible action to approve the proposal from First Financial Bank for Primary Depository Bank Services.

**Discussion**

On Wednesday, July 10<sup>th</sup>, First Financial Bank and WoodForest National Bank submitted responses to the RFP for primary depository bank services. Both proposals were thoroughly reviewed and evaluated.

The attached evaluation matrix looks at cost of services, financial viability, location, services and customer service.

First Financial Bank is currently the City’s depository and scored the highest on this current submittal. As a result, City staff is recommending approval of a three agreement with First Financial Bank beginning on August 1, 2024.

**Approved By**

Finance Director	Maryann Carl	Date: 7/17/2024
City Administrator	Gary Palmer	Date: 7/17/2024

**City of Montgomery - RFP Banking Depository Services 2024  
Evaluation Matrix**

<b>Minimum Qualifications:</b> Indicate (Y for yes; N for no) if the proposer meets the following minimum qualifications. If any are "no," do not complete the Evaluation Criteria section.		First Finacial	WoodForest	
<b>Minimum Qualifications:</b>		Y/N	Y/N	
Is the proposer a Federal or Texas chartered bank or other institution lawfully authorized to conduct business in Texas?		Y	Y	
Does proposer have a physical location in Montgomery's city limits?		Y	Y	
Will Proposer provide collateral sufficient to cover 102% of Montgomery's uninsured deposit balance?		Y	Y	
Will proposer assign a senior level liaison to Montgomery?		Y	Y	
<b>Evaluation Criteria:</b> The evaluation of the proposals will be made based on the criteria listed below. Incomplete proposals will not be considered under any circumstances.		First Finacial	WoodForest	
Criterion:	Maximum Value	Rating	Rating	
<b>COST OF SERVICES</b>	<b>The estimated gross cost of depository services (ignoring earnings credits on available account balances)</b> - Award 23 points for the lowest cost provider. - Award 20 points for providers within 5% of the lowest cost provider. - Award 17 points for providers within 10% of the lowest cost provider. - Award 14 points for providers within 15% of the lowest cost provider. - Award 11 points for providers within 20% of the lowest cost provider. - Award 8 points for providers within 25% of the lowest cost provider. - Award 5 points for providers within 30% of the lowest cost provider. - Award 3 points for providers within 35% of the lowest cost provider. - Award 0 points for providers not within 35% of the lowest cost provider.	<b>23</b>	23	0
	<b>The earnings credit rate</b> - Award 5 points for the lowest cost provider. - Award 4 points for providers within 5% of the lowest cost provider. - Award 3 points for providers within 10% of the lowest cost provider. - Award 2 points for providers within 15% of the lowest cost provider. - Award 1 points for providers within 20% of the lowest cost provider. - Award 0 points for providers not within 20% of the lowest cost provider.	<b>5</b>	5	3
	<b>The earnings credit settlement period</b> - Award 5 points for an annual earnings credit settlement. - Award 3 points for quarterly earning credit settlement. - Award 1 point settlement periods less frequent than quarterly.	<b>5</b>	5	5
<b>FINANCIAL VIABILITY</b>	<b>The Bank's financial viability</b> - Award 4 points if the leverage ratio is over the "well-capitalized" threshold.	<b>4</b>	4	4
	<b>The Bank's financial viability</b> - Award 4 points if the Total Capital Ratio is over the "minimum + conservation buffer" threshold.	<b>4</b>	4	4
	<b>The Bank's financial viability</b> - Award 4 points if the Tier 1 Capital Ratio is over the "minimum + conservation buffer" threshold.	<b>4</b>	4	4
	<b>The Bank's financial viability</b> - Award 4 points if the Efficiency Ratio is under 50%.	<b>4</b>	4	0
<b>LOCATION</b>	<b>The location of the nearest branch of the Bank</b> - Award 10 points for 0.5 miles or less. - Award 5 points for 1.5 miles or less. - Award 0 points for over 1.5 miles,	<b>10</b>	10	5



City of Montgomery - RFP Banking Depository Services 2024 Evaluation Matrix				
Evaluation Criteria: (Continued)			First Financial	WoodForest
Criterion:		Maximum Value	Rating	Rating
SERVICES	<b>The Bank's ability to provide the City with effective and innovative cash management services</b> - Award 4 points for each of the following services provided: - positive pay - online banking - ACH uploads for debit transaction (vendor payments) - ACH uploads for credit transaction (utility customer payment drafts)	16	16	16
	<b>The Bank's experience and success in providing depository services to similar public entities as substantiated by references provided</b> - Award 15 points for excellent references from public entities. - Award 10 points for good references from public entities. - Award 5 points for acceptable references from public entities. - Award 0 points for unacceptable references from public entities.	15	n/a	n/a
CUSTOMER SERVICE	<b>The Bank's experience working with the City of Montgomery</b> - Award 10 points if the bank has previously provided excellent depository services to the City. - Award 5 points if the bank has previously provided acceptable depository services to the City. - Award 0 points if the bank has previously provided unacceptable depository services to the City. - Award 0 points if the bank has not previously provided depository services to the City.	10	10	0
	<b>Total</b>		<b>100</b>	<b>85</b>

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date: July 23, 2024</b>	<b>Budgeted Amount: \$40,000.00</b>
<b>Department: Public Works</b>	<b>Prepared By: Mike Muckleroy</b>

**Subject**

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

**Recommendation**

Approve the expenses as presented in the amount of \$29,900.00 to Paradise Gardens.

**Discussion**

This item is the third phase of installing bulkhead around the pond at Memory Park to protect it from erosion. This method utilizes concrete bags that are anchored and capped with flat boulders. Paradise Gardens performed the work for the first two phases as well and they have proven to be an excellent contractor. Public Works solicited two other companies for bids, but both declined the opportunity. The area in this proposal is the covered observation deck. Pictures are attached for reference.

**Approved By**

Public Works Director	Mike Muckleroy	Date: 07/17/2024
City Administrator	Gary Palmer	Date: 07/17/2024











July 18, 2024

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

Re: Acceptance of Public Sanitary Sewer Infrastructure  
 Lift Station No. 10 Improvements  
 City of Montgomery

Dear Mayor and City Council:

We conducted a final inspection of the above referenced project on June 18, 2024, and find the project to be substantially complete in accordance with the approved plans and specifications. The contractor has addressed all items at the final inspection, and we recommend the City accept the public sanitary sewer infrastructure, and begin the one-year warranty period, which will end on July 17, 2025.

As a reminder, the project is funded by Pulte Homes of Texas as part of their Development Agreement for the Montgomery Bend development. As stated in the agreement, within 45 days of acceptance of the project, we will have a true-up with the Developer for the total cost of the project. Additionally, \$3,000 will remain in the Developer's escrow account for the project to cover the costs of the 1-year Warranty Inspection.

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

Sincerely,

Chris Roznovsky, PE  
 City Engineer

CVR/akg

Z:\00574 (City of Montgomery)\\_900 General Consultation\Correspondence\Letters\2024\2024.07.18 MEMO to Staff RE Lift Station No. 10 Improvements Acceptance.docx

Enclosures: Certificate of Acceptance  
 Certificate of Substantial Completion  
 Final Project Punchlist

Cc (via email): Mr. Gary Palmer – City of Montgomery, City Administrator  
 Mr. Dave McCorquodale – City of Montgomery, Director of Planning & Development  
 Mr. James Greene – City of Montgomery, City Secretary



July 17, 2024

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

Re: Final Inspection  
Lift Station No. 10 Force Main Improvements  
City of Montgomery  
TIN No. 74-2063592

Dear Mayor and Council,

Ward, Getz & Associates, PLLC held a final inspection for the referenced project on Tuesday, June 18, 2024, at 9:00 AM. The punchlist of deficiencies noted during the inspection have been completed and/or corrected.

The following individuals were in attendance during the final inspection:

Manuel Cervantes – Faith Utilities LLC  
Sean Donahue, PE – Ward, Getz & Associates, PLLC  
Angel Romo Walle – Ward, Getz & Associates, PLLC  
Eric Standifer – City of Montgomery  
Brian Lucas – Hays Utilities

Based on the following, we recommend the City of Montgomery officially start the Contractor’s one-year warranty period on July 17, 2024.

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

Sincerely,

Sean Donahue, PE  
Construction Department Manager

SD/jmr

Z:\00574 (City of Montgomery)\012 Lift Station No. 10 Improvements\Docs\CA\Construction Admin & Inspections\Inspections\Final Inspection Letter - Punchlist Completed.docx

cc (via email): Mr. Manuel Cervantes – Faith Utilities LLC, Contractor  
Mr. Gary Palmer – City of Montgomery, City Administrator  
Mr. James Greene – City of Montgomery, City Secretary  
Mr. Alan P. Petrov – Johnson Petrov, LLP, City Attorney  
Mr. Dave McCorquodale – City of Montgomery, Director of Planning & Development  
Mr. Mike Muckleroy – City of Montgomery, Director of Public Works  
Mr. Chris Roznovsky – Ward, Getz & Associates, PLLC, City Engineer





FINAL INSPECTION		
Project: Lift Station No. 10 Force Main Improvements		
Project Number: 00574-012-00		
Engineer: Ward, Getz & Associates, PLLC		
Contractor: Faith Utilities, LLC		
Inspection Date & Time: June 18, 2024 at 9:00 AM		
Punchlist		Date Completed
1	Replace water valve cap with sewer valve cap.	7/17/2024
2	Replace ARV manhole lid with City Of Montgomery lid.	7/17/2024
3	Site Restoration; Complete hydromulch seeding.	7/17/2024

Z:\00574 (City of Montgomery)\012 Lift Station No. 10 Improvements\Docs\CA\Construction Admin & Inspections\Inspections\Final Inspection - Punch List.xlsx



Ward, Getz & Associates, PLLC - HQ  
2500 Tanglewilde, Suite 120  
Houston, Texas 77063  
United States  
+17137891900

**Punch Items for 00574-012-00 - Lift Station No. 10 Force Main Improvements**

**2 Items**

**#1: Replace water valve cap with sewer valve cap.**

Type: Location:  
 Date Created: Due Date:  
**06/18/2024** **06/21/2024**  
 Priority: Status:  
**Closed by Angel Walle on 07/17/2024**  
 Creator: Reference:  
**Angel Walle**  
 Punch Item Manager: Final Approver:  
**Angel Walle** **Angel Walle**  
 Ball in Court: Assignee Name:  
**Cervantes, Manuel (Faith Utilities, LLC)**  
*Work Required*



Description:

**#2: Replace ARV manhole lid with City Of Montgomery lid.**

Type: Location:  
 Date Created: Due Date:  
**06/18/2024** **06/21/2024**  
 Priority: Status:  
**Closed by Angel Walle on 07/17/2024**  
 Creator: Reference:  
**Angel Walle**  
 Punch Item Manager: Final Approver:  
**Angel Walle** **Angel Walle**  
 Ball in Court: Assignee Name:  
**Cervantes, Manuel (Faith Utilities, LLC)**  
*Work Required*



Description:



## CERTIFICATE OF SUBSTANTIAL COMPLETION

July 17, 2024

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

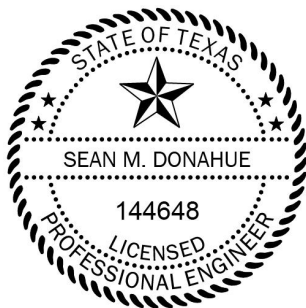
Contractor: Mr. Manuel Cervantes  
Faith Utilities LLC  
60 Veenstra St.  
Houston, Texas 77022

Re: Lift Station No. 10 Force Main Improvements  
City of Montgomery  
TIN No. 74-2063592

Dear Mayor and Council,

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

We also recommend that the Contractor’s warranty period of one-year begin July 17, 2024.



Sincerely,

Sean Donahue, PE  
Construction Department Manager

(Professional Engineer Seal of Approval)

Z:\00574 (City of Montgomery)\012 Lift Station No. 10 Improvements\Docs\CA\Pay Estimates & Change Orders\Pay Estimate No. 4\COSC & COA - City of Montgomery.docx

# CERTIFICATE OF ACCEPTANCE

July 17, 2024

Mr. Manuel Cervantes  
Faith Utilities LLC  
60 Veenstra St.  
Houston, Texas 77022

Re: Lift Station No. 10 Force Main Improvements  
City of Montgomery  
TIN No. 74-2063592

Mr. Cervantes,

This is to certify that the City of Montgomery accepts the subject project on the basis of the Certificate of Substantial Completion issued by our Engineers at Ward, Getz & Associates, PLLC, and understands that a guarantee shall cover a period of one-year beginning, July 17, 2024.

Signature: \_\_\_\_\_  
Mr. Gary Palmer  
City of Montgomery, City Administrator

Date Approved: \_\_\_\_\_

- cc: Mr. James Greene – City of Montgomery, City Secretary
- Mr. Alan P. Petrov – Johnson Petrov, LLP, City Attorney
- Mr. Dave McCorquodale – City of Montgomery, Director of Planning & Development
- Mr. Mike Muckleroy – City of Montgomery, Director of Public Works
- Mr. Chris Roznovsky – Ward, Getz & Associates, PLLC, City Engineer

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> July 23, 2024	<b>Budgeted Amount:</b> N/A
<b>Department:</b> ADMIN	<b>Prepared By:</b> J. Greene

**Subject**

Discuss extending the terms of office of the Mayor and Councilmembers from two to four years.

**Recommendation**

Staff recommends that Council initiate the extension of the terms of office to four years.

**Discussion**

Currently, the Mayor and Councilmembers serve a term of two years. Article 11 of the Texas Constitution allows for the extension of terms of office for up to four years.

Two-year terms require that an annual election be conducted for half of the sitting officials. In terms of productivity, the Mayor and Councilmembers may find it difficult to accomplish the goals and objectives of their office in that time. Further, municipal projects often exceed two years in duration. These implications impact the consistency and efficiency of the city’s operations. Further, elections are becoming increasingly expensive. Staff anticipates that an election will cost approximately \$30,000. Extending terms to four years will allow tax dollars to be diverted to other vital areas of the city’s operating budget when an election is not required.

If the Council chooses to increase the term of office to three years, an annual election will still be required.

If the Council chooses to increase the term of office to four years, elections will occur every second year.

It is important to note that if terms of office are extended beyond two years, a vacancy in any office requires a special election to fill the vacancy.

If the Council desires to extend the term of office, the matter must be decided by the voters in an election. The City is facing two upcoming elections. 1) Special Election for the MCCPD, November 2024; and 2) General Election for Places 1, 3, and 5, May 2025.

If the voters choose to extend the terms of office, the extended terms are not effective until the next election for the Mayor and each Councilmember.

**Approved By**

James Greene City Secretary		Date: 7/18/2024
		Date:

THE TEXAS CONSTITUTION

ARTICLE 11. MUNICIPAL CORPORATIONS

Sec. 11. TERM OF OFFICE EXCEEDING TWO YEARS IN HOME RULE AND GENERAL LAW CITIES; VACANCIES. (a) A Home Rule City may provide by charter or charter amendment, and a city, town or village operating under the general laws may provide by majority vote of the qualified voters voting at an election called for that purpose, for a longer term of office than two (2) years for its officers, either elective or appointive, or both, but not to exceed four (4) years; provided, however, that tenure under Civil Service shall not be affected hereby; provided, however, that such officers, elective or appointive, are subject to Section 65(b), Article XVI, of this constitution, providing for automatic resignation in certain circumstances, in the same manner as a county or district officer to which that section applies.

(b) A municipality so providing a term exceeding two (2) years but not exceeding four (4) years for any of its non-civil service officers must elect all of the members of its governing body by majority vote of the qualified voters in such municipality.

(c) Any vacancy or vacancies occurring on such governing body shall not be filled by appointment but must be filled by majority vote of the qualified voters at a special election called for such purpose within one hundred and twenty (120) days after such vacancy or vacancies occur except that the municipality may provide by charter or charter amendment the procedure for filling a vacancy occurring on its governing body for an unexpired term of 12 months or less.

(Added Nov. 4, 1958; amended Nov. 6, 2001; Subsec. (b) amended and (c) added Nov. 5, 2013.) (TEMPORARY TRANSITION PROVISION for Sec. 11: See Appendix, Note 3.)

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> July 18, 2024	<b>Fiscal Impact:</b> N/A
<b>Department:</b> Administration	<b>Prepared By:</b> G. Palmer

**Subject**

Discussion on the consistent power outages that occur behind the commercial strip on South 105 just West of 2854 (Chic Fil A to McCoys).

**Recommendation**

Discuss a Strategy to Improve Power Service in the City

**Discussion**

Some of you may know the power consistently goes out behind our top commercial strip on the south side of 105 west of 2854. This includes, Chic Fil A, Chipotle, Jersey Mikes, offices, Starbucks, Panda Express, Express Oil and upcoming will be Lupe Tortilla and Firestone. It has also included the City Public Works building.

For months the City has been advocating the businesses to Entergy. We have had several meetings on the issues to no avail. Entergy is telling us 2025 before they get to clearing the trees in those lines that serve that area. This is severely threatening our existing businesses and our ability to attract future businesses to the city.

**Approved By**

City Administrator	Gary Palmer	Date: July 18, 2024



101 OLD PLANTERSVILLE ROAD, MONTGOMERY, TEXAS 77316

Telephone: (936) 597-6434

## Public Works Department

### Monthly Report for June 2024

#### Water

- Completed monthly cutoff list for nonpayment.
- Completed monthly leak notification door hangers.
- Completed monthly meter verification list.
- Completed monthly check of idle meter list for consumption. One issue was found.
- Completed 11 work orders for activate/deactivate service.
- Completed 6 work orders for endpoint maintenance issues.
- Completed 3 work orders for water leaks.
- Completed 16 work orders for miscellaneous water issues.
- Completed 4 work orders for water taps.
- Assisted customers with location of leak near water meter on Eva St.
- Replaced meter boxes on Peninsula Point Dr.
- Assisted resident turning water back on following leak repair on MLK.
- Assisted fire protection system flow test on two fire hydrants located in front of McCoy's and Lupe Tortilla.
- Replaced A-box for inline gate valve at FM 1097 @ Atkins Creek.
- Replaced meter box with street grade box on Liberty.
- Discussed high water bill detailing how irrigation system and leaks affect water bill with resident in Buffalo Crossing.
- Replaced blowoff at WWTP#2.
- Discussed water leak with resident on Nathanael Court.
- 2023 CCR was sent to all customers 6/26/2024.

#### Wastewater

- Completed 4 work orders for sewer taps.
- Discussed with business owner potential cleanout repair on Caroline.

#### Streets/Drainage/ROW

- Completed 2 work orders for Street ROW – Ditch/Drainage.
- Completed daily utility locates as necessary.
- Completed daily removal of bandit signs as necessary.
- Completed items for weed patrol.
- Reset speed limit sign on CB Stewart.
- Replaced finials on Lonestar Bend @ Minero and CB Stewart @ Bufalo Crossing.
- Readjusted street sign to face the correct direction on CB Stewart @ Buffalo Springs.





- Remove debris including leaves, twigs, and trash from ditches on Baja, McGinnis, and MLK.
- Repaired 2 potholes on Buffalo Spring Dr.
- Flail mowed wooded area on Bessie Price Owen to prepare for leak repair.

### **Building/Facility/Vehicle/Equipment Maintenance**

- Conducted weekly Safety Inspection Reports.
- Completed monthly light bulb check at all facilities.
- Completed weekly cleaning of Community Center.
- Completed weekly pre-trip inspections of crew trucks.
- Completed monthly check of all irrigation systems and made repairs as necessary.
- Completed 11 work orders for general-City Hall maintenance.
- Replaced 1 lightbulb and lens in conference room and repaired a light for court.
- Assembled podium for PD.
- Treated wasp nest and washed exterior windows at City Hall.
- Repair toilet handle at City Hall and one at Community Center.
- Removed dead tree on Simonton per resident request.
- Discussed tree limb removal options with homeowner on Community Center Rd.
- Replaced a photocell to a decorative light pole on McCown.
- Removed tree debris throughout town following storm.
- Painted "No Parking" on Pond at Consolidated building.
- Removed storm debris in the right of way on Prairie.
- Replaced trailer lights with LED's on PW1503.

### **Parks/Recreation**

- Posted all park reservation notices.
- Completed 34 work orders for maintenance-parks issues.
- M/W/F cleaning of all restrooms and grounds.
- Fernland docents reported 514 visitors and provided 51 tours for the month.
- Painted bollards at Community Center.
- Check for wasps throughout entire park at Fernland Historical Park.
- Repair two broken windowpanes in the window next to the chimney in Fernland Historical Park's Crane Cabin.
- Delivered, retrieved, and emptied trailer for Lake Conroe Rotary Club's Memory Park workday.
- Cut down and removed dead pine tree at Homecoming Park.
- Removed limb from Fernland Historical Park and a Bois d'Arc tree limb from Cedar Brake Park.
- Replaced plexiglass in a frame, and relocated small sofa in Fernland Historical Park's Hulon House.
- Replaced broken light pole at Cedar Brake Park.
- Repaired leak on restroom meter at Homecoming Park.
- Replaced metal crossbar on the inside of the parlor plexiglass at the Fernland Historical Park Hulon House.

### **General**

- Attended weekly Leadership Team meetings.
- Completed 8 work orders for maintenance-general issues.
- Completed monthly safety meeting with department and safety officer.
- Attended bi-weekly conference calls with utility operator and engineer.
- Completed Heavy Trash Weekend for this quarter.
- Attended PW GIS App review.
- Participated in COM & TXDOT HOU Bi-annual Coordination Meeting.
- Attended SH105 CSF0338 02-032 COM One on One Meeting.
- Attended Atkins Creek meeting with TXDOT.
- Attended Montgomery Water Party meeting.





Water and Wastewater Operations and Management  
375 Lake Meadows Drive, Montgomery, Texas 77356  
Ph:936-588-1166

### CITY OF MONTGOMERY MONTHLY OPERATIONS REPORT

DATE  
07/17/24

<u>METER COUNT</u>	
<i>Total</i>	<b>1,245</b>

<u>CONSUMPTION</u>		
<u>05/31/24</u>	<u>to</u>	<u>06/30/24</u>
Billed Consumption		12,546,098
Estimated Flushing		475,000
<b>Total</b>		<b>13,021,098</b>

Plant Pumpage 13,818,900

Accountability **94.23%**

	<u>Well #2</u>	<u>Well #3</u>	<u>Well #4</u>
Well Pumpage	N/A	4,151,900	9,667,000
Calculated Well GPM	N/A	520	1231
Avg Well Run Hours	N/A	4.5	4.4

# CITY OF MONTGOMERY

DATE  
07/17/24

## MONTHLY OPERATIONS SUMMARY

### WASTEWATER TREATMENT PLANT

June 2024

TPDES Permit # WQ0014737001

Expires: 06/01/2027

NPDES Permit # TX0128031

	Effluent Quality Data: Reported for		June-24 Annual Average	Excursion
	Reported	Permitted		
BOD 5 Average	2.88 mg/l	10.00 mg/l	3.07 mg/l	NO
TSS Average	3.07 mg/l	15.00 mg/l	6.27 mg/l	NO
NH3	0.07 mg/l	2.00 mg/l	1.45 mg/l	NO
CL2 Res Min	1.04 mg/l	1.00 mg/l	1.10 mg/l	NO
CL2 Res Max	3.73 mg/l	4.00 mg/l	3.84 mg/l	NO
Oxygen	7.49 mg/l	4.00 mg/l	7.37 mg/l	NO
Flow Average	<b>0.202 mgd</b>	0.400 mgd	0.227 mgd	NO

Effluent Quality Compliant with Discharge Permit ? YES

The plant was operated within all parameters of our permit.  
No violation notices were received from any other local agency.

**CITY OF MONTGOMERY**  
**MONTHLY OPERATIONS SUMMARY**  
 GROUND WATER PERMIT PUMPAGE  
 June 2024

LONE STAR GROUNDWATER CONSERVATION DISTRICT  
 PERMIT #OP-04072101D/HUP040 & 13012801B AWS - 01/01/24 - 12/31/24

	"Gulf Coast Aquifer" - Jasper		Catahoula Aquifer	
Jan-24	2,623,000		7,890,000	
Feb-24	2,380,000		7,436,000	
Mar-24	3,244,100		8,714,000	
Apr-24	3,161,600		9,650,000	
May-24	3,134,600		8,942,000	
Jun-24	4,151,900		9,667,000	
Jul-24				
Aug-24				
Sep-24				
Oct-24				
Nov-24				
Dec-24				
<b>Total Pumpage</b>	18,695,200	20.12%	52,299,000	58.11%
<u>2024 Permitted Withdrawal:</u>	<u>92,930,000</u>		<u>90,000,000</u>	

**Permit Summary Gulf Coast Aquifer**

Historical Use Permit Amount:	92,930,000
2024 Permitted Withdrawal:	92,930,000

**Alternative Water Summary**

City of Montgomery - Alternate Water Source Permit:	90,000,000
Total 2024 GRP AWS Permitted Withdrawal:	90,000,000



July 18, 2024

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

Re: Monthly Engineering Report  
 City Council Meeting July 23, 2024

Dear Mayor and Council:

The following is a brief summary that describes our activities since the June 25, 2024, Council Meeting:

**Capital Projects:**

1. **Water Plant No. 2 Improvements** – As a reminder, the project was awarded to Schier Construction, LLC in the amount of \$2,990,095.00. Additionally, a change order was issued that resulted in a net decrease in the contract amount by \$456,000 and 0 calendar days. We are working with the Contractor and the City's Attorney to execute the contracts for the project.
2. **Water Plant No. 3 Improvements** – We held the warranty inspection of the interior of the tanks on February 15<sup>th</sup> and will issue a punchlist based on the results of the rover inspection of GST No. 1. We have not been able to obtain the inspection video from the original rover inspector, but were provided with a PDF of the inspection report. We will work with R&B to identify a schedule in addressing the remaining punchlist items.
3. **FM 1097 Sanitary Sewer Rehabilitation** – We have completed design of the sanitary sewer relocation and are coordinating with the landowners on the required easements to construct the facilities. Once the easements are obtained, we will solicit bids.
4. **2023 Sanitary Sewer Rehabilitation Phase I** – We did not receive a pay estimate this month. It is our understanding that the contractor has been further delayed by equipment issues, but is wrapping up the remainder of the pipe bursting and manhole rehabilitation. Per the contractor's schedule, they should be complete at the end of this month.
5. **2023 Sanitary Sewer Rehabilitation Phase II** – We issued the notice to proceed on May 21<sup>st</sup> and expect the contractor to mobilize early this month. As a reminder at the April 9, 2024, Council meeting the contract was awarded to Bull-G Construction, LLC in the amount of \$119,871.00 and 35 calendar days.
6. **Lift Station No. 10 Force Main Improvements** – We have received Pay Estimate No. 3 in the amount of \$21,546.00. The project is substantially complete and the force main is operational and have been put into service. We held a final walkthrough for the Lift Station No. 10 on June 18, 2024 and contractor has addressed the punchlist items. As a reminder, this project is being funded by Pulte Homes.

- 7. Old Plantersville Force Main Extension** – We received Pay Estimate No. 3 in the amount of \$15,143.00, the project is 60% complete by time and 81% complete by value. The contractor is continuing construction of the sanitary sewer force main to serve the future Redbird Meadows Subdivision, and is expecting to complete the bore under the BNSF railroad on July 28<sup>th</sup>. As a reminder, this project is being funded by Redbird Meadows.



*June 24, 2024*

*Trench Backfill & Driveway Restoration*

- 8. Old Plantersville Waterline Extension** – We have completed the design of the 12" waterline extension and received approval from Montgomery County and TxDOT. We are coordinating with MISD to obtain the necessary easements for the waterline extension, and plan to bid the project once the easements have been acquired from MISD. As a reminder, this project is being funded by Redbird Meadows.
- 9. McCown St. and Caroline St. Waterline Replacement** – The design is on hold pending completion of the design for the Downtown Improvements project.
- 10. TPDES Permit Amendment (Town Creek Wastewater Treatment Plant)** – The completed application for permit amendment was submitted to the TCEQ in September 2023. We expect to receive the final permit within the next month.
- 11. Buffalo Springs Dr. Road Reconstruction** – We received and recommend approval of Pay Estimate No. 2 in the amount of \$24,178.28, the project is 36% complete by time and 10% complete by value. It is our understanding that the contractor is continuing with construction which is expected to be completed in early September 2024. As a reminder, the project is being funded by The Home Depot.



*July 15, 2024*  
*Subgrade Preparation*

- 12. Buffalo Springs Dr. & SH-105 Traffic Signal** – We received and recommend approval of Pay Estimate No. 1 in the amount of \$10,847.70. The project is 47% complete by time and 3% complete by value. It is our understanding that the contractor has begun construction, and which is expected to be completed by September 2024. We are actively coordinating with Entergy to get power to the signal location. As a reminder, the project is being funded by The Home Depot.

**Developments:**

**1. Plan Reviews**

- a. **MISD Fuel Station** - We received revised plans on July 10th and plan to return comments by the end of the month.
- b. **Firestone Complete Auto Care** - We received civil plans for review on June 27th and provided comments on July 12th.
- c. **First Montgomery Church Renovations** – We received plans for the renovations and fire line on June 28<sup>th</sup> and provided comments on July 18<sup>th</sup>.

**2. Plat Reviews**

- a. **Superior Properties Preliminary Plat** – We did not receive a revised plat this month.
- b. **Redbird Meadows Phase 1A Final Plats** – We received revised final plats for Section 1, 2, and 3 on May 16<sup>th</sup> and offer no further comments. It is our understanding that the Developer would prefer the plats to be approved at the August Planning & Zoning Commission meeting.

- c. **MISD CTE/Ag Complex Minor Plat** – We did not receive a revised plat this month.

### 3. Ongoing Construction

- a. **MUD No. 224 Lift Station (City of Montgomery Lift Station No. 15)** – It is our understanding that the lift station has received power. We held an inspection of the Lift Station on July 16th and issued a punchlist at that time.
- b. **Montgomery Bend Section 1 Water, Sanitary, Paving, and Drainage** – We held an inspection of the public sanitary sewer lines, storm and paving on April 15<sup>th</sup> and are preparing a punchlist for the contractor to complete prior to acceptance of infrastructure. We held an inspection of the section on July 16th and issued a punchlist at that time.
- a. **Montgomery Bend Section 2 Water, Sanitary, Paving, and Drainage** – It is our understanding that the contractor is complete with the construction of the water, sanitary sewer, drainage and paving for the proposed Section 2 of the subdivision. We held an inspection of the section on July 17th and issued a punchlist at that time.
- b. **Redbird Meadows Phase 1A Water, Sanitary, Paving, and Drainage** – We attended the preconstruction meeting for the project on June 5th. It is our understanding that the contractor has mobilized and has equipment on site.

### 4. One-Year Warranty Inspections

- a. **Town Creek Crossing, Section 1** – We held a warranty re-inspection on October 10<sup>th</sup>, and it is our understanding that the contractor is working to address the remaining punchlist items identified at the inspection.
- b. **Villas of Mia Lago, Section 2** – We are continuing to coordinate with the developer to ensure the remaining punch list items are addressed.

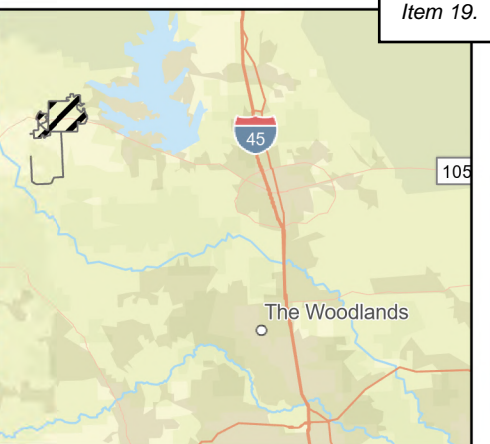
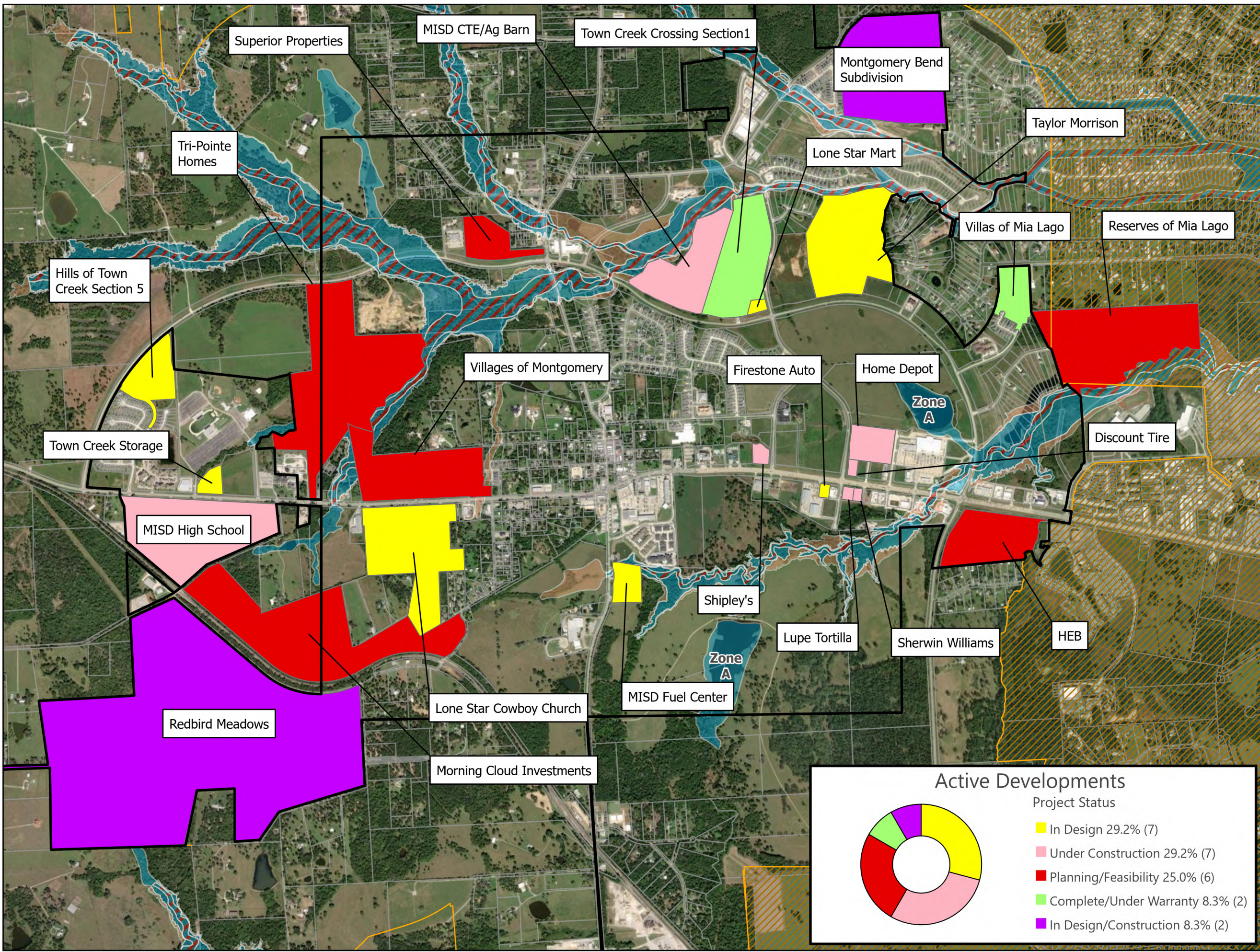
### General Ongoing Activities:

#### 1. TxDOT:

- a. **FM 1097 & Atkins Creek Drainage Improvements** – We met with the TxDOT District Engineer on June 27th to discuss the erosion of Atkins Creek and Town Creek. TxDOT plans to make minor improvements in the next couple of months until they can obtain all needed right-of-way for the fully designed improvements project.
- b. **Access Management along SH-105 from Grimes County Line to Shepperd Street** – We met with TxDOT on June 18th and are currently reviewing their 90% drawings to finalize all potential utility conflicts. It is our understanding that the first phase of the project is scheduled to begin in Summer 2026. Construction in Montgomery is included in Phase III of this project.





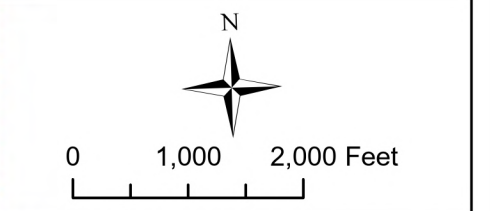


**Legend**

- Parcel Boundary
- Montgomery City Limits
- Montgomery ETJ
- Conroe ETJ

**Development Status**

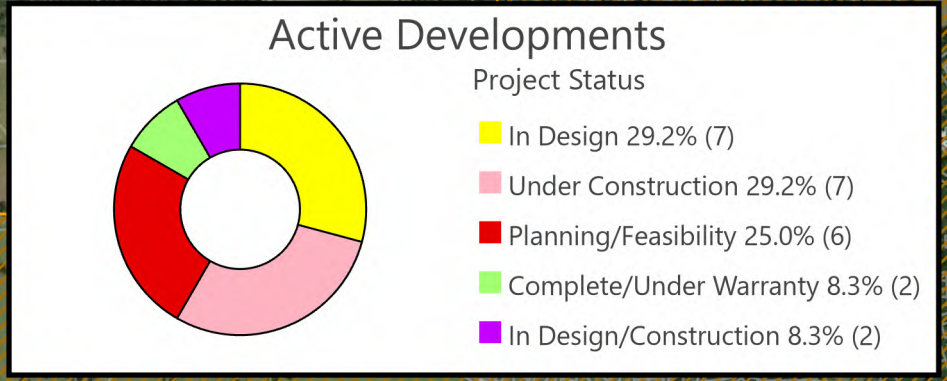
- Complete/Under Warranty
- In Design
- In Design/Construction
- Planning/Feasibility
- Under Construction
- Floodway
- 100-year
- 500-year



Active Developments Map  
July 2024



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





# Montgomery Police Department

Chief Anthony Solomon

## Activity Report

June 1, 2024 – June 30, 2024

### Patrol Division

• Calls for Service	-	91
• Total Reports	-	41
• Citations Issued	-	169
• Warnings Issued	-	342
• Arrests	-	21
• Accidents	-	11

### Breakdown by Offense Category

• DWI/DUI	-	7
• Drug Arrests/Citations	-	6
• Deadly Conduct	-	1
• Assault	-	1
• Warrant Arrests	-	3
• Driving While DL Invalid	-	3
• Fraud/Forgery	-	2
• Theft	-	4
• Duty of Striking Vehicle	-	2
• Criminal Mischief	-	1

### Investigation Division

Total number of assigned cases to C.I.D. for the month: 6

### Personnel/Training

- Sgt Bauer held a Safe Worship Scenario training for local church leaders.
- Officers Pagan, B. Gutierrez and Code Enforcement Officer Tilley attended Resilient Strategies for First Responders.
- Officer B. Gutierrez attended Stop the Bleed training.
- Lt. Belmares attended Crime Records Conference.

### Major Incidents

- No major incidents occurred in June.

### **Upcoming Events**

- October 1<sup>st</sup> – Faith & Blue

### **Traffic and Safety Initiatives**

- Sgt. Graves was honored by MADD for his commitment to getting drunk drivers off the road with the Distinguished Enforcement Hero Award on June 13<sup>th</sup>.



# City of Montgomery

101 Old Plantersville Rd.  
Montgomery, TX 77316  
936-597-6866



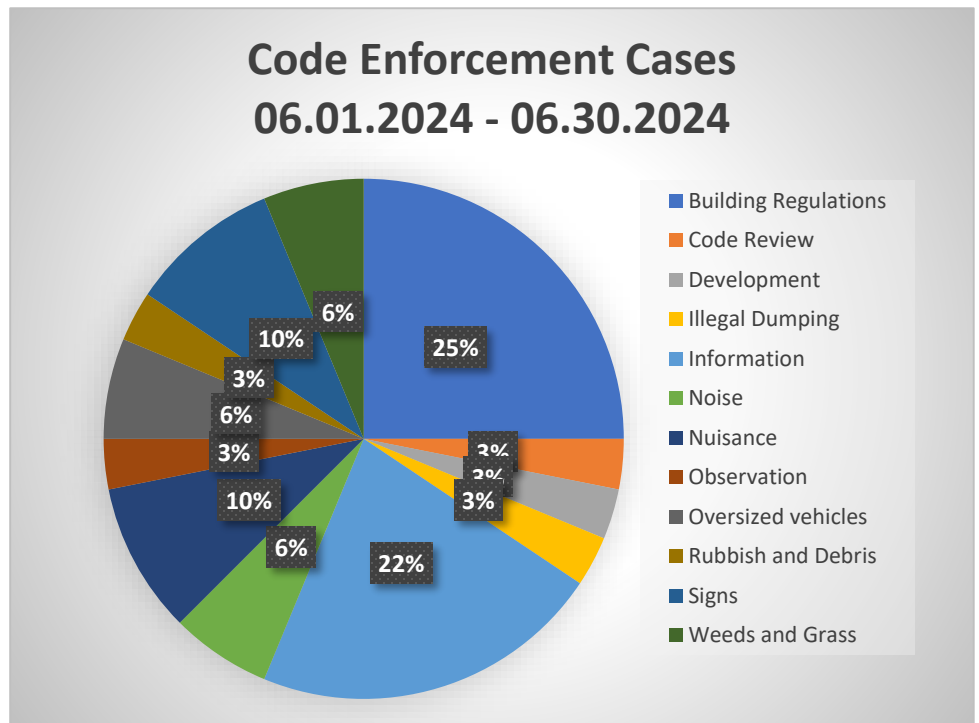
June 2024  
Code Enforcement Officer  
Monthly Report

Mission: To uphold and enforce the Codes and Ordinances established and adopted by the City Council to ensure the health, safety, and welfare of residents, property owners, business owners, and visitors by investigating and inspecting public or private locations for compliance through proactive, prompt, and reasonable enforcement of the codes. Code Enforcement emphasizes achieving voluntary code compliance by educating the public via clear and open communication and cooperation.

Activity:

Nature of Call	Group Total
Building Regulations	8
Code Review	1
Development	1
Illegal Dumping	1
Information	7
Noise	2
Nuisance	3
Observation	1
Oversized vehicles	2
Rubbish and Debris	1
Signs	3
Weeds and Grass	2

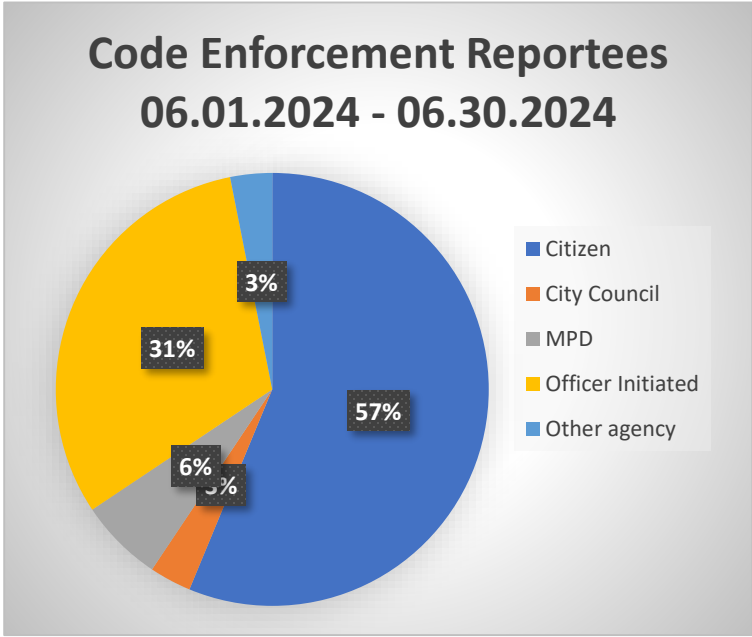
**Total Records: 32**



REP Type	Group Total
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Citizen	18
City Council	1
MPD	2
Officer Initiated	10
Other agency	1

**Total Records: 32**



Training: 8 hours – Resiliency for First Responders  
1 hour – iWorQ checkin and update training  
1 hour – AACE live webinar – managing code enforcement changes



CITY OF MONTGOMERY MUNICIPAL COURT MONTHLY REPORT

JUNE 2024

KIMBERLY DUCKETT

COURT ADMINISTRATOR

# Comparison Chart

## Citations and Revenue January 2022 - 2024

	2022	2023	2024
<b>Jan</b>	94	86	62
<b>Feb</b>	164	38	160
<b>Mar</b>	117	82	197
<b>April</b>	85	91	174
<b>May</b>	192	128	174
<b>June</b>	98	106	171
<b>July</b>	126	228	
<b>Aug</b>	140	245	
<b>Sept</b>	85	220	
<b>Oct</b>	83	212	
<b>Nov</b>	54	162	
<b>Dec</b>	60	108	

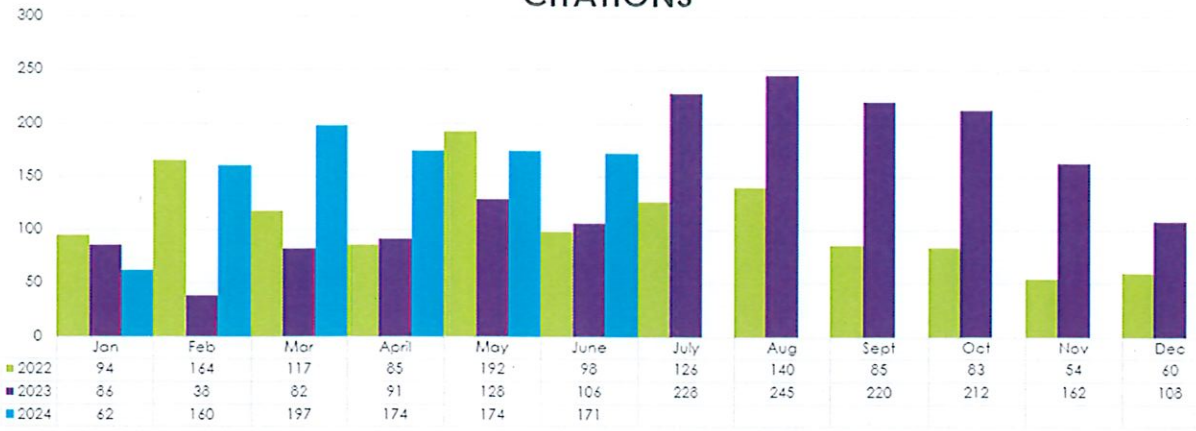
**Totals**            1298            1706            938

	2022	2023	2024
<b>Jan</b>	\$20,642.12	\$27,986.26	\$25,469.91
<b>Feb</b>	\$35,191.59	\$19,817.26	\$32,997.74
<b>Mar</b>	\$43,249.60	\$28,760.79	\$34,303.88
<b>April</b>	\$22,387.94	\$24,358.01	\$33,717.99
<b>May</b>	\$26,584.71	\$21,007.77	\$34,976.71
<b>June</b>	\$28,847.75	\$19,575.84	\$31,498.12
<b>July</b>	\$25,169.19	\$26,622.80	
<b>Aug</b>	\$33,042.07	\$44,333.70	
<b>Sept</b>	\$24,334.09	\$35,108.51	
<b>Oct</b>	\$22,909.59	\$34,210.67	
<b>Nov</b>	\$22,209.38	\$36,731.64	
<b>Dec</b>	\$19,764.02	\$25,091.27	

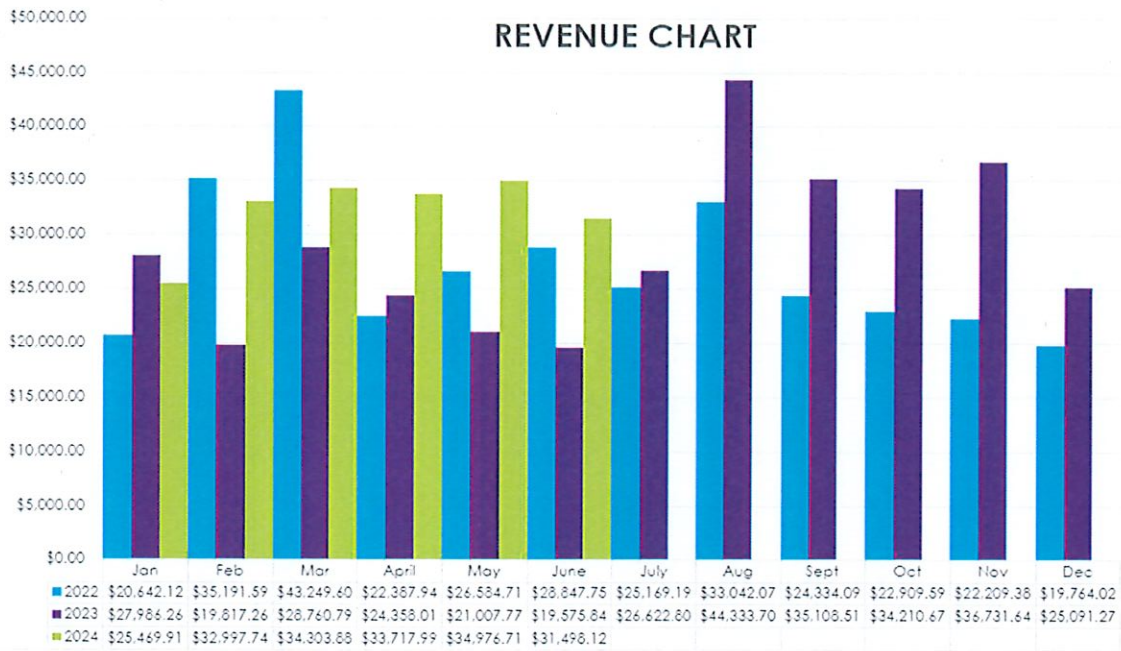
**Totals**            \$324,332.05            \$343,604.52            \$192,964.35



### CITATIONS



### REVENUE CHART





# City of Montgomery

Financial Report

As of June 30, 2024

Item 22.

City of Montgomery, TX

# Budget Report

## Group Summary

For Fiscal: 2023-2024 Period Ending: 06/30/2024

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 100 - General Fund</b>						
<b>Revenue</b>						
00 - Revenue	5,921,740.00	5,921,740.00	424,704.15	5,594,052.17	-327,687.83	5.53%
<b>Revenue Total:</b>	<b>5,921,740.00</b>	<b>5,921,740.00</b>	<b>424,704.15</b>	<b>5,594,052.17</b>	<b>-327,687.83</b>	<b>5.53%</b>
<b>Expense</b>						
10 - Administration	2,177,362.00	2,177,362.00	139,790.08	1,024,808.90	1,152,553.10	52.93%
11 - Police	2,559,776.00	2,559,776.00	169,299.26	1,635,111.34	924,664.66	36.12%
12 - Public Works	866,915.00	866,915.00	95,549.85	526,882.97	340,032.03	39.22%
13 - Court	317,687.00	317,687.00	17,605.88	219,574.44	98,112.56	30.88%
<b>Expense Total:</b>	<b>5,921,740.00</b>	<b>5,921,740.00</b>	<b>422,245.07</b>	<b>3,406,377.65</b>	<b>2,515,362.35</b>	<b>42.48%</b>
<b>Fund: 100 - General Fund Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>2,459.08</b>	<b>2,187,674.52</b>	<b>2,187,674.52</b>	<b>0.00%</b>
<b>Fund: 150 - Montgomery PID</b>						
<b>Revenue</b>						
00 - Revenue	40,000.00	40,000.00	0.00	46,594.35	6,594.35	16.49%
<b>Revenue Total:</b>	<b>40,000.00</b>	<b>40,000.00</b>	<b>0.00</b>	<b>46,594.35</b>	<b>6,594.35</b>	<b>16.49%</b>
<b>Expense</b>						
15 - Montgomery PID	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00%
<b>Expense Total:</b>	<b>40,000.00</b>	<b>40,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>40,000.00</b>	<b>100.00%</b>
<b>Fund: 150 - Montgomery PID Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>46,594.35</b>	<b>46,594.35</b>	<b>0.00%</b>
<b>Fund: 200 - Capital Projects</b>						
<b>Revenue</b>						
00 - Revenue	0.00	0.00	37,316.41	1,369,212.41	1,369,212.41	0.00%
20 - Capital Projects	0.00	0.00	0.00	3,500,000.00	3,500,000.00	0.00%
<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>37,316.41</b>	<b>4,869,212.41</b>	<b>4,869,212.41</b>	<b>0.00%</b>
<b>Expense</b>						
20 - Capital Projects	0.00	0.00	695,218.25	1,650,929.27	-1,650,929.27	0.00%
<b>Expense Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>695,218.25</b>	<b>1,650,929.27</b>	<b>-1,650,929.27</b>	<b>0.00%</b>
<b>Fund: 200 - Capital Projects Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-657,901.84</b>	<b>3,218,283.14</b>	<b>3,218,283.14</b>	<b>0.00%</b>
<b>Fund: 300 - Water &amp; Sewer</b>						
<b>Revenue</b>						
00 - Revenue	4,281,550.00	4,281,550.00	227,595.91	2,836,738.15	-1,444,811.85	33.75%
<b>Revenue Total:</b>	<b>4,281,550.00</b>	<b>4,281,550.00</b>	<b>227,595.91</b>	<b>2,836,738.15</b>	<b>-1,444,811.85</b>	<b>33.75%</b>
<b>Expense</b>						
30 - Water & Sewer	4,281,450.00	4,281,450.00	365,142.01	2,746,935.01	1,534,514.99	35.84%
<b>Expense Total:</b>	<b>4,281,450.00</b>	<b>4,281,450.00</b>	<b>365,142.01</b>	<b>2,746,935.01</b>	<b>1,534,514.99</b>	<b>35.84%</b>
<b>Fund: 300 - Water &amp; Sewer Surplus (Deficit):</b>	<b>100.00</b>	<b>100.00</b>	<b>-137,546.10</b>	<b>89,803.14</b>	<b>89,703.14</b>	<b>89,703.14%</b>
<b>Fund: 400 - MEDC</b>						
<b>Revenue</b>						
00 - Revenue	1,167,000.00	1,167,000.00	121,434.02	1,142,371.54	-24,628.46	2.11%
<b>Revenue Total:</b>	<b>1,167,000.00</b>	<b>1,167,000.00</b>	<b>121,434.02</b>	<b>1,142,371.54</b>	<b>-24,628.46</b>	<b>2.11%</b>
<b>Expense</b>						
40 - MEDC	1,167,000.00	1,167,000.00	49,309.54	444,528.10	722,471.90	61.91%
<b>Expense Total:</b>	<b>1,167,000.00</b>	<b>1,167,000.00</b>	<b>49,309.54</b>	<b>444,528.10</b>	<b>722,471.90</b>	<b>61.91%</b>
<b>Fund: 400 - MEDC Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>72,124.48</b>	<b>697,843.44</b>	<b>697,843.44</b>	<b>0.00%</b>
<b>Fund: 500 - Debt Service</b>						
<b>Revenue</b>						
00 - Revenue	899,847.00	899,847.00	35,530.17	4,291,486.58	3,391,639.58	376.91%

7/17/2024 3:26:11 PM

Page 1 of 3

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**Budget Report**

For Fiscal: 2023-2024 Period Ending: 06/30/2024

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Revenue Total:</b>	<b>899,847.00</b>	<b>899,847.00</b>	<b>35,530.17</b>	<b>4,291,486.58</b>	<b>3,391,639.58</b>	<b>376.91%</b>
<b>Expense</b>						
50 - Debt Service	895,557.00	895,557.00	0.00	4,305,546.25	-3,409,989.25	-380.77%
<b>Expense Total:</b>	<b>895,557.00</b>	<b>895,557.00</b>	<b>0.00</b>	<b>4,305,546.25</b>	<b>-3,409,989.25</b>	<b>-380.77%</b>
<b>Fund: 500 - Debt Service Surplus (Deficit):</b>	<b>4,290.00</b>	<b>4,290.00</b>	<b>35,530.17</b>	<b>-14,059.67</b>	<b>-18,349.67</b>	<b>427.73%</b>
<b>Fund: 600 - Grant Acct</b>						
<b>Revenue</b>						
00 - Revenue	0.00	0.00	0.00	0.04	0.04	0.00%
<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.04</b>	<b>0.04</b>	<b>0.00%</b>
<b>Fund: 600 - Grant Acct Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.04</b>	<b>0.04</b>	<b>0.00%</b>
<b>Fund: 700 - Court Security</b>						
<b>Revenue</b>						
00 - Revenue	0.00	1,500.00	16.36	167.54	-1,332.46	88.83%
<b>Revenue Total:</b>	<b>0.00</b>	<b>1,500.00</b>	<b>16.36</b>	<b>167.54</b>	<b>-1,332.46</b>	<b>88.83%</b>
<b>Expense</b>						
70 - Court Security	0.00	1,500.00	0.00	300.00	1,200.00	80.00%
<b>Expense Total:</b>	<b>0.00</b>	<b>1,500.00</b>	<b>0.00</b>	<b>300.00</b>	<b>1,200.00</b>	<b>80.00%</b>
<b>Fund: 700 - Court Security Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>16.36</b>	<b>-132.46</b>	<b>-132.46</b>	<b>0.00%</b>
<b>Fund: 750 - Court Technology</b>						
<b>Revenue</b>						
00 - Revenue	690.00	690.00	33.37	266.11	-423.89	61.43%
<b>Revenue Total:</b>	<b>690.00</b>	<b>690.00</b>	<b>33.37</b>	<b>266.11</b>	<b>-423.89</b>	<b>61.43%</b>
<b>Expense</b>						
75 - Court Technology	0.00	0.00	0.00	952.00	-952.00	0.00%
<b>Expense Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>952.00</b>	<b>-952.00</b>	<b>0.00%</b>
<b>Fund: 750 - Court Technology Surplus (Deficit):</b>	<b>690.00</b>	<b>690.00</b>	<b>33.37</b>	<b>-685.89</b>	<b>-1,375.89</b>	<b>199.40%</b>
<b>Fund: 800 - Hotel Occupancy</b>						
<b>Revenue</b>						
00 - Revenue	5,030.00	5,030.00	3.76	2,341.71	-2,688.29	53.45%
<b>Revenue Total:</b>	<b>5,030.00</b>	<b>5,030.00</b>	<b>3.76</b>	<b>2,341.71</b>	<b>-2,688.29</b>	<b>53.45%</b>
<b>Expense</b>						
80 - Hotel Occupancy	5,000.00	5,000.00	176.00	176.00	4,824.00	96.48%
<b>Expense Total:</b>	<b>5,000.00</b>	<b>5,000.00</b>	<b>176.00</b>	<b>176.00</b>	<b>4,824.00</b>	<b>96.48%</b>
<b>Fund: 800 - Hotel Occupancy Surplus (Deficit):</b>	<b>30.00</b>	<b>30.00</b>	<b>-172.24</b>	<b>2,165.71</b>	<b>2,135.71</b>	<b>-7,119.03%</b>
<b>Fund: 850 - Police Asset</b>						
<b>Revenue</b>						
00 - Revenue	0.00	0.00	1,674.47	1,687.82	1,687.82	0.00%
<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,674.47</b>	<b>1,687.82</b>	<b>1,687.82</b>	<b>0.00%</b>
<b>Fund: 850 - Police Asset Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,674.47</b>	<b>1,687.82</b>	<b>1,687.82</b>	<b>0.00%</b>
<b>Report Surplus (Deficit):</b>	<b>5,110.00</b>	<b>5,110.00</b>	<b>-683,782.25</b>	<b>6,229,174.14</b>	<b>6,224,064.14</b>	<b>21,801.65%</b>

Item 22.

Budget Report

For Fiscal: 2023-2024 Period Ending: 06/30/2024

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	0.00	0.00	2,459.08	2,187,674.52	2,187,674.52
150 - Montgomery PID	0.00	0.00	0.00	46,594.35	46,594.35
200 - Capital Projects	0.00	0.00	-657,901.84	3,218,283.14	3,218,283.14
300 - Water & Sewer	100.00	100.00	-137,546.10	89,803.14	89,703.14
400 - MEDC	0.00	0.00	72,124.48	697,843.44	697,843.44
500 - Debt Service	4,290.00	4,290.00	35,530.17	-14,059.67	-18,349.67
600 - Grant Acct	0.00	0.00	0.00	0.04	0.04
700 - Court Security	0.00	0.00	16.36	-132.46	-132.46
750 - Court Technology	690.00	690.00	33.37	-685.89	-1,375.89
800 - Hotel Occupancy	30.00	30.00	-172.24	2,165.71	2,135.71
850 - Police Asset	0.00	0.00	1,674.47	1,687.82	1,687.82
<b>Report Surplus (Deficit):</b>	<b>5,110.00</b>	<b>5,110.00</b>	<b>-683,782.25</b>	<b>6,229,174.14</b>	<b>6,224,064.14</b>

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# Pooled Cash Report

City of Montgomery, TX  
For the Period Ending 6/30/2024

Item 22.

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	
<b>CLAIM ON CASH</b>					
<a href="#">100-11111-00000</a>	Claim on Cash - General Fund 100	1,649,830.95	20,673.03	1,670,503.98	
<a href="#">150-11111-00000</a>	Claim on Cash - PID Fund 150	46,819.35	0.00	46,819.35	
<a href="#">200-11111-00000</a>	Claim on Cash - Construction Fund 200	1,290,697.83	(412,864.66)	877,833.17	
<a href="#">300-11111-00000</a>	Claim on Cash - Water & Sewer Fund 300	490,557.43	(96,699.47)	393,857.96	
<a href="#">400-11111-00000</a>	Claim on Cash - MEDC Fund 400	1,076,917.00	69,295.48	1,146,212.48	
<a href="#">500-11111-00000</a>	Claim on Cash - Debt Service Fund 500	3,446.16	35,459.78	38,905.94	
<a href="#">550-11111-00000</a>	Claim on Cash - General Long Term Debt Fund 550	0.00	0.00	0.00	
<a href="#">600-11111-00000</a>	Claim on Cash - Grant Acct Fund 600	20.08	0.00	20.08	
<a href="#">700-11111-00000</a>	Claim on Cash - Court Security Fund 700	3,257.29	16.36	3,273.65	
<a href="#">750-11111-00000</a>	Claim on Cash - Court Technology Fund 750	26,157.26	33.37	26,190.63	
<a href="#">800-11111-00000</a>	Claim on Cash - Hotel Occupancy Fund 800	24,527.19	(172.24)	24,354.95	
<a href="#">850-11111-00000</a>	Claim on Cash - Police Asset Fund 850	13,289.34	1,674.47	14,963.81	
<b>TOTAL CLAIM ON CASH</b>		<u>4,625,519.88</u>	<u>(382,583.88)</u>	<u>4,242,936.00</u>	
<b>CASH IN BANK</b>					
<b>Cash in Bank</b>					
<a href="#">999-11100-00000</a>	Pooled Cash - Operating	2,632,034.76	(382,849.20)	2,249,185.56	
<a href="#">999-11101-00000</a>	Pooled Cash - Grant	10.04	0.00	10.04	
<a href="#">999-11102-00000</a>	Pooled Cash - PD Drug & Misc	10,704.86	1.23	10,706.09	
<a href="#">999-21100-00000</a>	Pooled Cash - Construction	232.44	0.03	232.47	
<a href="#">999-21101-00000</a>	Pooled Cash - Home Depot Escrow	139,689.85	26.71	139,716.56	
<a href="#">999-31100-00000</a>	Pooled Cash - Water & Sewer	994,536.16	41.57	994,577.73	
<a href="#">999-41100-00000</a>	Pooled Cash - MEDC	724,156.75	142.93	724,299.68	
<a href="#">999-51100-00000</a>	Pooled Cash - Debt Service	56,355.27	43.11	56,398.38	
<a href="#">999-61100-00000</a>	Pooled Cash - Grant 1	10.04	0.00	10.04	
<a href="#">999-61101-00000</a>	Pooled Cash - Grant 2	10.04	0.00	10.04	
<a href="#">999-71100-00000</a>	Pooled Cash - Court Security	3,344.99	0.38	3,345.37	
<a href="#">999-71101-00000</a>	Pooled Cash - Court Tech	26,618.15	4.07	26,622.22	
<a href="#">999-81100-00000</a>	Pooled Cash - HOT	24,527.19	3.76	24,530.95	
<a href="#">999-81101-00000</a>	Pooled Cash - PD Forfeiture	13,289.34	1.53	13,290.87	
<b>TOTAL: Cash in Bank</b>		<u>4,625,519.88</u>	<u>(382,583.88)</u>	<u>4,242,936.00</u>	
<b>Wages Payable</b>					
<a href="#">999-12007-00000</a>	Wages Payable	0.00	0.00	0.00	
<b>TOTAL: Wages Payable</b>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>TOTAL CASH IN BANK</b>		<u>4,625,519.88</u>	<u>(382,583.88)</u>	<u>4,242,936.00</u>	
<b>DUE TO OTHER FUNDS</b>					
<a href="#">999-12320-00000</a>	Due To Other Funds	4,625,519.88	(382,583.88)	4,242,936.00	
<b>TOTAL DUE TO OTHER FUNDS</b>		<u>4,625,519.88</u>	<u>(382,583.88)</u>	<u>4,242,936.00</u>	
<b>Claim on Cash</b>	4,242,936.00	<b>Claim on Cash</b>	4,242,936.00	<b>Cash in Bank</b>	4,242,936.00
<b>Cash in Bank</b>	4,242,936.00	<b>Due To Other Funds</b>	4,242,936.00	<b>Due To Other Funds</b>	4,242,936.00
<b>Difference</b>	<u>0.00</u>	<b>Difference</b>	<u>0.00</u>	<b>Difference</b>	<u>0.00</u>

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	
<b>ACCOUNTS PAYABLE PENDING</b>					
<a href="#">100-12099-00000</a>	Accounts Payable Pending	94,080.16	13,435.21	107,515.37	
<a href="#">150-12099-00000</a>	Accounts Payable Pending	0.00	0.00	0.00	
<a href="#">200-12099-00000</a>	Accounts Payable Pending	58,622.40	196,138.35	254,760.75	
<a href="#">300-12099-00000</a>	Accounts Payable Pending	51,124.15	65,253.82	116,377.97	
<a href="#">400-12099-00000</a>	Accounts Payable Pending	0.00	5,917.88	5,917.88	
<a href="#">500-12099-00000</a>	Accounts Payable Pending	0.00	0.00	0.00	
<a href="#">550-12099-00000</a>	Accounts Payable Pending	0.00	0.00	0.00	
<a href="#">600-12099-00000</a>	Accounts Payable Pending	0.00	0.00	0.00	
<a href="#">700-12099-00000</a>	Accounts Payable Pending	0.00	0.00	0.00	
<a href="#">750-12099-00000</a>	Accounts Payable Pending	0.00	0.00	0.00	
<a href="#">800-12099-00000</a>	Accounts Payable Pending	0.00	0.00	0.00	
<a href="#">850-12099-00000</a>	Accounts Payable Pending	0.00	0.00	0.00	
<b>TOTAL ACCOUNTS PAYABLE PENDING</b>		<u>203,826.71</u>	<u>280,745.26</u>	<u>484,571.97</u>	
<b>DUE FROM OTHER FUNDS</b>					
<a href="#">999-11320-00000</a>	Due From Other Funds	<u>(203,826.71)</u>	<u>(280,745.26)</u>	<u>(484,571.97)</u>	
<b>TOTAL DUE FROM OTHER FUNDS</b>		<u>(203,826.71)</u>	<u>(280,745.26)</u>	<u>(484,571.97)</u>	
<b>ACCOUNTS PAYABLE</b>					
<a href="#">999-12000-00000</a>	Accounts Payable Control	<u>203,826.71</u>	<u>280,745.26</u>	<u>484,571.97</u>	
<b>TOTAL ACCOUNTS PAYABLE</b>		<u>203,826.71</u>	<u>280,745.26</u>	<u>484,571.97</u>	
<b>AP Pending</b>	484,571.97	<b>AP Pending</b>	484,571.97	<b>Due From Other Funds</b>	484,571.97
<b>Due From Other Funds</b>	484,571.97	<b>Accounts Payable</b>	484,571.97	<b>Accounts Payable</b>	484,571.97
<b>Difference</b>	<u>0.00</u>	<b>Difference</b>	<u>0.00</u>	<b>Difference</b>	<u>0.00</u>



# Pooled Cash Report

City of Montgomery, TX  
For the Period Ending 6/30/2024

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	
<b>CLAIM ON CASH</b>					
<a href="#">100-11201-00000</a>	Claim on Pooled Investments - General Fund	2,806,437.32	12,252.99	2,818,690.31	
<a href="#">150-11201-00000</a>	Claim on Pooled Investments - PID	0.00	0.00	0.00	
<a href="#">200-11201-00000</a>	Claim on Pooled Investments - Construction	4,729,634.71	20,649.71	4,750,284.42	
<a href="#">300-11201-00000</a>	Claim on Pooled Investments - Water & Sewer	1,896,971.58	(38,452.39)	1,858,519.19	
<a href="#">400-11201-00000</a>	Claim on Pooled Investments - MEDC	2,003,391.52	8,746.88	2,012,138.40	
<a href="#">500-11201-00000</a>	Claim on Pooled Investments - Debt Service	535.31	46,737.03	47,272.34	
<a href="#">550-11201-00000</a>	Claim on Pooled Investments - Long Term Debt	0.00	0.00	0.00	
<a href="#">600-11201-00000</a>	Claim on Pooled Investments - Grants	0.00	0.00	0.00	
<a href="#">800-11201-00000</a>	Claim on Pooled Investments - HOT	0.00	0.00	0.00	
<a href="#">850-11201-00000</a>	Claim on Pooled Investments - Police Assets	0.00	0.00	0.00	
<b>TOTAL CLAIM ON CASH</b>		<u>11,436,970.44</u>	<u>49,934.22</u>	<u>11,486,904.66</u>	
<b>CASH IN BANK</b>					
<b>Cash in Bank</b>					
<a href="#">997-11210-00000</a>	Pooled Inv - General Fund Reimb	386,873.11	1,689.08	388,562.19	
<a href="#">997-11230-00000</a>	Pooled Inv - General Fund	2,419,564.21	10,563.91	2,430,128.12	
<a href="#">997-21110-00000</a>	Pooled Inv - ARPA	367,121.18	1,602.86	368,724.04	
<a href="#">997-21140-00000</a>	Pooled Inv - Infrastructure	50,991.80	222.62	51,214.42	
<a href="#">997-21150-00000</a>	Pooled Inv - Mobility	10,918.94	47.64	10,966.58	
<a href="#">997-21160-00000</a>	Pooled Inv - Building Fund	749,880.88	3,274.00	753,154.88	
<a href="#">997-21170-00000</a>	Pooled Inv - TR C of O 2024	3,550,721.91	15,502.59	3,566,224.50	
<a href="#">997-31200-00000</a>	Pooled Inv - Utility Fund	1,896,971.58	(38,452.39)	1,858,519.19	
<a href="#">997-41110-00000</a>	Pooled Inv - MEDC General	1,526,602.63	6,665.19	1,533,267.82	
<a href="#">997-41120-00000</a>	Pooled Inv - MEDC Reimb	258,392.98	1,128.15	259,521.13	
<a href="#">997-41130-00000</a>	Pooled Inv - MEDC Downtown	218,395.91	953.54	219,349.45	
<a href="#">997-51110-00000</a>	Pooled Inv - Debt Service	535.31	46,737.03	47,272.34	
<b>TOTAL: Cash in Bank</b>		<u>11,436,970.44</u>	<u>49,934.22</u>	<u>11,486,904.66</u>	
<b>TOTAL CASH IN BANK</b>		<u>11,436,970.44</u>	<u>49,934.22</u>	<u>11,486,904.66</u>	
<b>DUE TO OTHER FUNDS</b>					
<a href="#">997-12320-00000</a>	Due To Other Funds	11,436,970.44	49,934.22	11,486,904.66	
<b>TOTAL DUE TO OTHER FUNDS</b>		<u>11,436,970.44</u>	<u>49,934.22</u>	<u>11,486,904.66</u>	
<b>Claim on Cash</b>	11,486,904.66	<b>Claim on Cash</b>	11,486,904.66	<b>Cash in Bank</b>	11,486,904.66
<b>Cash in Bank</b>	11,486,904.66	<b>Due To Other Funds</b>	11,486,904.66	<b>Due To Other Funds</b>	11,486,904.66
<b>Difference</b>	<u>0.00</u>	<b>Difference</b>	<u>0.00</u>	<b>Difference</b>	<u>0.00</u>



Item 22.

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
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City of Montgomery, TX

# Check Report

By Check Number

Date Range: 06/01/2024 - 06/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP General-AP General Fund</b>						
5049	Ward, Getz and Associates	06/03/2024	EFT	0.00	58,622.40	4
5569	A & R Eclectics & Retail LLC	06/06/2024	EFT	0.00	1,300.00	5
5568	Faith Utilities LLC	06/06/2024	EFT	0.00	266,856.30	6
5568	Faith Utilities LLC	06/06/2024	EFT	0.00	68,289.30	7
5554	Kendig Keast Collaborative	06/06/2024	EFT	0.00	53,148.21	8
5571	Scythe Construction LLC	06/06/2024	EFT	0.00	35,790.07	9
1133	Amazon Capital Services	06/03/2024	Regular	0.00	396.14	34683
5502	Areli Meza	06/03/2024	Regular	0.00	480.00	34684
1939	Dataprose LLC	06/03/2024	Regular	0.00	239.80	34685
2610	Houston Chronicle	06/03/2024	Regular	0.00	397.00	34686
3818	Optiquet Internet Services, Inc	06/03/2024	Regular	0.00	1,307.71	34687
3963	Purchase Power	06/03/2024	Regular	0.00	2.25	34688
4663	Thomas Printing & Publishing	06/03/2024	Regular	0.00	299.00	34689
4926	Waste Management	06/03/2024	Regular	0.00	29,853.12	34690
5502	Areli Meza	06/06/2024	Regular	0.00	240.00	34702
1939	Dataprose LLC	06/06/2024	Regular	0.00	1,013.86	34703
5575	Dawn Nichols	06/06/2024	Regular	0.00	150.00	34704
5559	Gauge Engineering	06/06/2024	Regular	0.00	21,726.10	34705
3578	Montgomery Central Appraisal District	06/06/2024	Regular	0.00	4,279.00	34706
3778	Optimum Computer Solutions, Inc	06/06/2024	Regular	0.00	2,000.00	34707
3818	Optiquet Internet Services, Inc	06/06/2024	Regular	0.00	1,598.94	34708
4088	Rick Hanna, CBO Partners LLC	06/06/2024	Regular	0.00	8,832.87	34709
5574	Texas A&M Forest Service	06/06/2024	Regular	0.00	150.00	34710
4700	TML - IRP	06/06/2024	Regular	0.00	12,603.07	34711
1284	Badger Meter	06/06/2024	Regular	0.00	1,424.15	34712
2206	Entergy	06/06/2024	Regular	0.00	1,025.11	34713
1786	Frank Cody Skyvara	06/06/2024	Regular	0.00	13,310.00	34714
4152	Rothco Tree Service, LLC	06/06/2024	Regular	0.00	1,395.00	34715
4508	Techline Pipe, L.P.	06/06/2024	Regular	0.00	1,185.82	34716
4859	Verizon	06/06/2024	Regular	0.00	410.36	34717
1133	Amazon Capital Services	06/11/2024	Regular	0.00	50.97	34729
5577	Cox Communities LLC	06/11/2024	Regular	0.00	500.00	34730
5578	Full Street Events	06/11/2024	Regular	0.00	285.00	34731
5576	Natalee Reed	06/11/2024	Regular	0.00	400.00	34732
4481	Tammy J. McRae	06/11/2024	Regular	0.00	12,079.48	34733
1133	Amazon Capital Services	06/20/2024	Regular	0.00	38.42	34734
5502	Areli Meza	06/20/2024	Regular	0.00	480.00	34735
5314	Azavar	06/20/2024	Regular	0.00	1,976.00	34736
5236	Chad Peace	06/20/2024	Regular	0.00	1,000.00	34737
4088	Rick Hanna, CBO Partners LLC	06/20/2024	Regular	0.00	12,913.24	34738
4371	Staples Business Credit	06/20/2024	Regular	0.00	61.97	34739
5433	Angel Armor, LLC	06/20/2024	Regular	0.00	2,245.66	34740
1214	Applied Concepts, Inc.	06/20/2024	Regular	0.00	153.00	34741
5579	Big Truck Paint & Body	06/20/2024	Regular	0.00	4,000.00	34742
5325	Bullins Guynn, Inc. dba Preferred Communicati	06/20/2024	Regular	0.00	1,084.55	34743
1694	City of Conroe	06/20/2024	Regular	0.00	984.00	34744
5392	Emerge Services LLC	06/20/2024	Regular	0.00	175.00	34745
2635	Humble Police Department	06/20/2024	Regular	0.00	40.00	34746
3778	Optimum Computer Solutions, Inc	06/20/2024	Regular	0.00	2,000.00	34747
5178	Pura Flo Corporation	06/20/2024	Regular	0.00	56.90	34748
4414	Stowe's Collision Repair LLC	06/20/2024	Regular	0.00	110.52	34749
4584	Texas Top Cop Shop	06/20/2024	Regular	0.00	428.52	34750
4623	The Mail Stop	06/20/2024	Regular	0.00	9.94	34751
5116	Valvoline Instant Oil Change	06/20/2024	Regular	0.00	320.35	34752

Check Report

Date Range: 06/01/2024 - 06/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1038	Accurate Utility Supply, LLC	06/20/2024	Regular	0.00	137.00	34753
5524	Cavendars Stores	06/20/2024	Regular	0.00	225.00	34754
1831	Consolidated Communications	06/20/2024	Regular	0.00	1,730.55	34755
1876	Crown Paper and Chemical Inc.	06/20/2024	Regular	0.00	321.00	34756
2178	Electrical Field Services, Inc.	06/20/2024	Regular	0.00	21,500.00	34757
2206	Entergy	06/20/2024	Regular	0.00	17,153.32	34758
2402	Ger Nay Pest Control	06/20/2024	Regular	0.00	212.00	34759
2855	JK Graphics, Inc.	06/20/2024	Regular	0.00	255.00	34760
3226	LDC	06/20/2024	Regular	0.00	241.45	34761
3364	Magna Flow International, Inc	06/20/2024	Regular	0.00	9,526.20	34762
3436	McCoy's Building Supply Corporation	06/20/2024	Regular	0.00	28.00	34763
3775	O'Reilly Automotive, Inc.	06/20/2024	Regular	0.00	66.48	34764
2130	PVS DX, Inc.	06/20/2024	Regular	0.00	765.19	34765
2130	PVS DX, Inc.	06/20/2024	Regular	0.00	100.00	34766
4485	TAPCO	06/20/2024	Regular	0.00	872.98	34767
4551	Texas Excavation Safety System, Inc.	06/20/2024	Regular	0.00	147.20	34768
4860	Verizon Connect NWF, Inc	06/20/2024	Regular	0.00	191.40	34769
4975	Wex Bank	06/20/2024	Regular	0.00	1,884.64	34770
1072	Aflac	06/20/2024	Regular	0.00	55.08	34771
3450	Medical Air Services Association	06/25/2024	Regular	0.00	168.00	34772
1125	Always Answer	06/27/2024	Regular	0.00	88.88	34773
1133	Amazon Capital Services	06/27/2024	Regular	0.00	367.84	34774
1831	Consolidated Communications	06/27/2024	Regular	0.00	155.25	34775
5485	Hays Utility North Corporation	06/27/2024	Regular	0.00	53,329.34	34776
2850	Jim's Hardware	06/27/2024	Regular	0.00	627.10	34777
4822	UniFirst Holdings, Inc.	06/27/2024	Regular	0.00	419.18	34778
5581	Xylem Dewatering Solutions Inc	06/27/2024	Regular	0.00	8,524.73	34779
1133	Amazon Capital Services	06/27/2024	Regular	0.00	225.33	34780
5502	Areli Meza	06/27/2024	Regular	0.00	240.00	34781
5583	Charlene Jones	06/27/2024	Regular	0.00	150.00	34782
5559	Gauge Engineering	06/27/2024	Regular	0.00	8,960.00	34783
3818	Optiquest Internet Services, Inc	06/27/2024	Regular	0.00	1,273.00	34784
5584	Texas Ready Growers	06/27/2024	Regular	0.00	150.00	34785
4926	Waste Management	06/27/2024	Regular	0.00	60,018.53	34786
5026	Workers Assistance Program, Inc.	06/27/2024	Regular	0.00	4,500.00	34787
2174	IRS - EFTPS	06/05/2024	Bank Draft	0.00	24,048.51	DFT0000610
4709	TMRS	06/10/2024	Bank Draft	0.00	51,198.56	DFT0000612
3789	Office of the Attorney General	06/14/2024	Bank Draft	0.00	830.77	DFT0000615
2174	IRS - EFTPS	06/19/2024	Bank Draft	0.00	22,841.47	DFT0000616
3789	Office of the Attorney General	06/28/2024	Bank Draft	0.00	830.77	DFT0000619
4705	TML-Health	06/05/2024	Bank Draft	0.00	38,015.36	DFT0000621
1072	Aflac	06/28/2024	Bank Draft	0.00	2,111.92	DFT0000622

Bank Code AP General Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	152	83	0.00	340,322.49
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	36	7	0.00	139,877.36
EFT's	8	6	0.00	484,006.28
	<b>196</b>	<b>96</b>	<b>0.00</b>	<b>964,206.13</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	152	83	0.00	340,322.49
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	36	7	0.00	139,877.36
EFT's	8	6	0.00	484,006.28
	<b>196</b>	<b>96</b>	<b>0.00</b>	<b>964,206.13</b>

### Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash - Operating	6/2024	964,206.13
			<b>964,206.13</b>



City of Montgomery, TX

# Budget Report

## Account Summary

For Fiscal: 2023-2024 Period Ending: 06/30/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance (Unfavorable)	Percent Remaining
<b>Fund: 100 - General Fund</b>						
<b>Revenue</b>						
<b>Department: 00 - Revenue</b>						
<a href="#">100-00-14010-0000000</a>	Mixed Beverage Tax	25,000.00	25,000.00	2,092.71	19,820.08	-5,179.92 20.72 %
<a href="#">100-00-14020-0000000</a>	Franchise Tax	95,000.00	95,000.00	0.00	89,146.16	-5,853.84 6.16 %
<a href="#">100-00-14030-0000000</a>	Ad Valorem Taxes - Current	1,414,900.00	1,414,900.00	-12,079.48	1,416,415.13	1,515.13 100.11 %
<a href="#">100-00-14035-0000000</a>	Ad Valorem Taxes - Delinquent	0.00	0.00	0.00	11,120.14	11,120.14 0.00 %
<a href="#">100-00-14050-0000000</a>	Penalties & Interest - Current	10,000.00	10,000.00	0.00	9,628.84	-371.16 3.71 %
<a href="#">100-00-14055-0000000</a>	Penalties & Interest - Delinquent	0.00	0.00	0.00	3,320.96	3,320.96 0.00 %
<a href="#">100-00-14060-0000000</a>	Rendition Penalties	100.00	100.00	0.00	661.81	561.81 661.81 %
<a href="#">100-00-14070-0000000</a>	Sales Tax	2,300,000.00	2,300,000.00	224,988.43	2,110,679.62	-189,320.38 8.23 %
<a href="#">100-00-14080-0000000</a>	Sales Tax ILO AdVal Tax	1,100,000.00	1,100,000.00	112,494.21	1,055,339.80	-44,660.20 4.06 %
<a href="#">100-00-14110-0000000</a>	Building Permits/MEP	395,000.00	395,000.00	41,011.50	328,885.00	-66,115.00 16.74 %
<a href="#">100-00-14120-0000000</a>	Vendor/Beverage Permits	2,500.00	2,500.00	25.00	1,785.00	-715.00 28.60 %
<a href="#">100-00-14130-0000000</a>	Sign Fees	3,000.00	3,000.00	200.00	2,350.00	-650.00 21.67 %
<a href="#">100-00-14140-0000000</a>	Plats, Zoning, Misc.	3,000.00	3,000.00	-500.00	7,672.00	4,672.00 255.73 %
<a href="#">100-00-14150-0000000</a>	Culverts	1,000.00	1,000.00	0.00	126.75	-873.25 87.33 %
<a href="#">100-00-14210-0000000</a>	Community Building Rental	15,000.00	15,000.00	1,000.00	9,850.00	-5,150.00 34.33 %
<a href="#">100-00-14230-0000000</a>	Right of Way Use Fees	6,000.00	6,000.00	0.00	4,613.44	-1,386.56 23.11 %
<a href="#">100-00-14340-0000000</a>	Child Belt/Safety	100.00	100.00	0.00	100.00	0.00 0.00 %
<a href="#">100-00-14360-0000000</a>	Fines	164,250.00	164,250.00	19,010.28	173,075.79	8,825.79 105.37 %
<a href="#">100-00-14400-0000000</a>	Judicial Efficiency	90.00	90.00	3.20	32.76	-57.24 63.60 %
<a href="#">100-00-14530-0000000</a>	Wrecker Service Fees	250.00	250.00	0.00	0.00	-250.00 100.00 %
<a href="#">100-00-14570-0000000</a>	Lease Funds - PD	1,050.00	1,050.00	0.00	3,051.05	2,001.05 290.58 %
<a href="#">100-00-14600-0000000</a>	Shop with a Cop	2,500.00	2,500.00	0.00	5,178.00	2,678.00 207.12 %
<a href="#">100-00-14650-0000000</a>	Unanticipated Income	30,000.00	30,000.00	147.84	18,325.64	-11,674.36 38.91 %
<a href="#">100-00-14660-0000000</a>	Credit Card Fees	0.00	0.00	678.48	2,000.94	2,000.94 0.00 %
<a href="#">100-00-14670-0000000</a>	Interest Income	1,500.00	1,500.00	462.32	2,692.26	1,192.26 179.48 %
<a href="#">100-00-14680-0000000</a>	Interest on Investments	40,000.00	40,000.00	12,252.99	110,449.94	70,449.94 276.12 %
<a href="#">100-00-14820-0000000</a>	Grant Revenue DWI Step	0.00	0.00	0.00	1,481.03	1,481.03 0.00 %
<a href="#">100-00-14950-0000000</a>	Admin from MEDC	275,000.00	275,000.00	22,916.67	206,250.03	-68,749.97 25.00 %
<a href="#">100-00-14960-0000000</a>	Admin from Court Security	1,500.00	1,500.00	0.00	0.00	-1,500.00 100.00 %
<a href="#">100-00-14980-0000000</a>	Admin from Capital Projects	35,000.00	35,000.00	0.00	0.00	-35,000.00 100.00 %
	<b>Department: 00 - Revenue Total:</b>	<b>5,921,740.00</b>	<b>5,921,740.00</b>	<b>424,704.15</b>	<b>5,594,052.17</b>	<b>-327,687.83 5.53%</b>
	<b>Revenue Total:</b>	<b>5,921,740.00</b>	<b>5,921,740.00</b>	<b>424,704.15</b>	<b>5,594,052.17</b>	<b>-327,687.83 5.53%</b>
<b>Expense</b>						
<b>Department: 10 - Administration</b>						
<a href="#">100-10-16002-0000000</a>	Health Insurance	85,144.00	85,144.00	5,457.52	52,087.10	33,056.90 38.82 %
<a href="#">100-10-16003-0000000</a>	Unemployment Insurance	70.00	70.00	38.46	711.20	-641.20 -916.00 %
<a href="#">100-10-16004-0000000</a>	Workers Comp	1,738.00	1,738.00	123.86	1,635.93	102.07 5.87 %
<a href="#">100-10-16008-0000000</a>	Payroll Taxes	50,161.00	50,161.00	2,942.96	29,867.38	20,293.62 40.46 %
<a href="#">100-10-16009-0000000</a>	Wages	632,944.00	632,944.00	40,264.44	423,546.77	209,397.23 33.08 %
<a href="#">100-10-16010-0000000</a>	Overtime	697.00	697.00	0.00	92.97	604.03 86.66 %
<a href="#">100-10-16011-0000000</a>	Employee Assistance Program	500.00	500.00	718.75	718.75	-218.75 -43.75 %
<a href="#">100-10-16012-0000000</a>	Retirement Expense	65,265.00	65,265.00	4,147.91	43,443.95	21,821.05 33.43 %
<a href="#">100-10-16101-0000000</a>	Advertising / Promotion	6,500.00	6,500.00	0.00	547.21	5,952.79 91.58 %
<a href="#">100-10-16102-0000000</a>	Legal Notices & Publications	3,500.00	3,500.00	0.00	7,181.60	-3,681.60 -105.19 %
<a href="#">100-10-16103-0000000</a>	Recording Fees	2,000.00	2,000.00	0.00	1,000.00	1,000.00 50.00 %
<a href="#">100-10-16104-0000000</a>	Community Relations	4,000.00	4,000.00	21.65	2,287.64	1,712.36 42.81 %
<a href="#">100-10-16105-0000000</a>	Codification	3,000.00	3,000.00	0.00	2,749.78	250.22 8.34 %
<a href="#">100-10-16106-0000000</a>	Records Mgt / Retention	2,000.00	2,000.00	0.00	2,112.00	-112.00 -5.60 %
<a href="#">100-10-16107-0000000</a>	Records Requests FOIA Program	2,500.00	2,500.00	0.00	6,237.00	-3,737.00 -149.48 %

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Budget Report

For Fiscal: 2023-2024 Period Ending: 06/30/2024

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Remaining
<a href="#">100-10-16108-0000000</a>	Vendor Subscriptions	2,500.00	2,500.00	0.00	298.75	2,201.25	88.05 %
<a href="#">100-10-16202-0000000</a>	General Consultant Fees	150,000.00	150,000.00	53,148.21	101,799.13	48,200.87	32.13 %
<a href="#">100-10-16209-0000000</a>	Records Shredding	1,000.00	1,000.00	0.00	286.00	714.00	71.40 %
<a href="#">100-10-16210-0000000</a>	Inspections/Permits	300,000.00	300,000.00	21,746.11	167,360.19	132,639.81	44.21 %
<a href="#">100-10-16213-0000000</a>	Legal Fees	90,000.00	90,000.00	0.00	30,637.87	59,362.13	65.96 %
<a href="#">100-10-16216-0000000</a>	Audit Fees	36,000.00	36,000.00	0.00	31,395.00	4,605.00	12.79 %
<a href="#">100-10-16239-0000000</a>	Printing & Office supplies	7,000.00	7,000.00	272.21	2,164.21	4,835.79	69.08 %
<a href="#">100-10-16242-0000000</a>	Postage/Delivery	3,500.00	3,500.00	0.00	1,226.34	2,273.66	64.96 %
<a href="#">100-10-16243-0000000</a>	Telephone	12,000.00	12,000.00	887.49	5,517.67	6,482.33	54.02 %
<a href="#">100-10-16244-0000000</a>	Tax Assessor Fees	16,000.00	16,000.00	4,279.00	13,143.00	2,857.00	17.86 %
<a href="#">100-10-16245-0000000</a>	Election	26,000.00	26,000.00	0.00	0.00	26,000.00	100.00 %
<a href="#">100-10-16249-0000000</a>	Computer/Technology	37,500.00	37,500.00	1,174.72	47,460.19	-9,960.19	-26.56 %
<a href="#">100-10-16254-0000000</a>	Software Upgrades	11,000.00	11,000.00	0.00	2,789.00	8,211.00	74.65 %
<a href="#">100-10-16257-0000000</a>	Medical Exams & Testing	2,000.00	2,000.00	0.00	569.74	1,430.26	71.51 %
<a href="#">100-10-16404-0000000</a>	Copier/Fax Machine	11,000.00	11,000.00	922.50	9,421.74	1,578.26	14.35 %
<a href="#">100-10-16405-0000000</a>	Operating Supplies	0.00	0.00	0.00	1,189.26	-1,189.26	0.00 %
<a href="#">100-10-16417-0000000</a>	Capital Pur. Furniture	1,000.00	1,000.00	0.00	251.98	748.02	74.80 %
<a href="#">100-10-16502-0000000</a>	Dues & Subscriptions	4,000.00	4,000.00	960.00	3,316.81	683.19	17.08 %
<a href="#">100-10-16503-0000000</a>	Travel & Training Staff	20,000.00	20,000.00	0.00	7,594.64	12,405.36	62.03 %
<a href="#">100-10-16504-0000000</a>	Travel & Training Council	2,500.00	2,500.00	0.00	1,110.05	1,389.95	55.60 %
<a href="#">100-10-16701-0000000</a>	Insurance - Liability	1,855.00	1,855.00	154.59	1,391.28	463.72	25.00 %
<a href="#">100-10-16702-0000000</a>	Insurance - Property	2,579.00	2,579.00	214.89	1,934.01	644.99	25.01 %
<a href="#">100-10-16703-0000000</a>	Insurance - Bond	500.00	500.00	0.00	425.00	75.00	15.00 %
<a href="#">100-10-17001-0000000</a>	Misc Expenses - Other	1,000.00	1,000.00	1.00	617.80	382.20	38.22 %
<a href="#">100-10-17006-0000000</a>	Transfer to Surplus	183,109.00	183,109.00	0.00	0.00	183,109.00	100.00 %
<a href="#">100-10-17020-0000000</a>	Misc Expenses - Employee Appreciat..	5,000.00	5,000.00	309.89	4,098.51	901.49	18.03 %
<a href="#">100-10-17021-0000000</a>	CC Merchant Fees	0.00	0.00	2,003.92	14,591.45	-14,591.45	0.00 %
<a href="#">100-10-17310-KROGERO</a>	Tax Abatement -Sales Tax Rebate	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
<a href="#">100-10-17320-380AGRO</a>	Tax Abatement - 380 Ad Valorem T...	140,300.00	140,300.00	0.00	0.00	140,300.00	100.00 %
<b>Department: 10 - Administration Total:</b>		<b>2,177,362.00</b>	<b>2,177,362.00</b>	<b>139,790.08</b>	<b>1,024,808.90</b>	<b>1,152,553.10</b>	<b>52.93%</b>
<b>Department: 11 - Police</b>							
<a href="#">100-11-16002-0000000</a>	Health Insurance	225,774.00	225,774.00	15,916.82	133,365.06	92,408.94	40.93 %
<a href="#">100-11-16003-0000000</a>	Unemployment Insurance	162.00	162.00	102.13	2,032.51	-1,870.51	-1,154.64 %
<a href="#">100-11-16004-0000000</a>	Workers Comp	33,127.00	33,127.00	3,137.47	43,217.32	-10,090.32	-30.46 %
<a href="#">100-11-16008-0000000</a>	Payroll Taxes	106,538.00	106,538.00	7,770.22	69,596.47	36,941.53	34.67 %
<a href="#">100-11-16009-0000000</a>	Wages	1,332,656.00	1,332,656.00	101,426.70	910,014.75	422,641.25	31.71 %
<a href="#">100-11-16010-0000000</a>	Overtime	60,000.00	60,000.00	3,355.13	36,742.07	23,257.93	38.76 %
<a href="#">100-11-16011-0000000</a>	Employee Assistance Program	500.00	500.00	2,250.00	2,250.00	-1,750.00	-350.00 %
<a href="#">100-11-16012-0000000</a>	Retirement Expense	143,444.00	143,444.00	10,819.46	97,083.02	46,360.98	32.32 %
<a href="#">100-11-16104-0000000</a>	Community Relations	6,000.00	6,000.00	1,621.81	10,972.41	-4,972.41	-82.87 %
<a href="#">100-11-16108-0000000</a>	Vendor Subscriptions	561.00	561.00	0.00	0.00	561.00	100.00 %
<a href="#">100-11-16209-0000000</a>	Records Shredding	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">100-11-16227-0000000</a>	Gas/Oil	55,000.00	55,000.00	0.00	43,420.16	11,579.84	21.05 %
<a href="#">100-11-16229-0000000</a>	Auto Repairs	35,000.00	35,000.00	2,312.69	41,524.68	-6,524.68	-18.64 %
<a href="#">100-11-16230-0000000</a>	Equipment repairs	5,000.00	5,000.00	0.00	1,294.42	3,705.58	74.11 %
<a href="#">100-11-16239-0000000</a>	Printing & Office supplies	4,000.00	4,000.00	57.27	1,606.77	2,393.23	59.83 %
<a href="#">100-11-16241-0000000</a>	Computers/Website	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00 %
<a href="#">100-11-16242-0000000</a>	Postage/Delivery	500.00	500.00	9.94	162.08	337.92	67.58 %
<a href="#">100-11-16243-0000000</a>	Telephone	10,000.00	10,000.00	1,798.98	8,540.59	1,459.41	14.59 %
<a href="#">100-11-16247-0000000</a>	Mobile Data Terminals	14,000.00	14,000.00	766.46	6,200.24	7,799.76	55.71 %
<a href="#">100-11-16249-0000000</a>	Computer/Technology	45,000.00	45,000.00	2,631.52	31,507.01	13,492.99	29.98 %
<a href="#">100-11-16252-0000000</a>	Code Enforcement	0.00	0.00	0.00	2,500.00	-2,500.00	0.00 %
<a href="#">100-11-16257-0000000</a>	Medical Exams & Testing	1,000.00	1,000.00	0.00	2,101.73	-1,101.73	-110.17 %
<a href="#">100-11-16401-0000000</a>	Radio Fees	6,500.00	6,500.00	0.00	3,060.00	3,440.00	52.92 %
<a href="#">100-11-16402-0000000</a>	Uniforms & Safety Equip	10,000.00	10,000.00	567.86	8,227.22	1,772.78	17.73 %
<a href="#">100-11-16403-0000000</a>	Protective Gear	10,500.00	10,500.00	2,245.66	4,002.77	6,497.23	61.88 %
<a href="#">100-11-16404-0000000</a>	Copier/Fax Machine	6,000.00	6,000.00	465.00	4,526.39	1,473.61	24.56 %
<a href="#">100-11-16405-0000000</a>	Operating Supplies	6,000.00	6,000.00	372.23	3,672.59	2,327.41	38.79 %

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Budget Report

For Fiscal: 2023-2024 Period Ending: 06/30/2024

		Original	Current	Period	Fiscal	Variance	
		Total Budget	Total Budget	Activity	Activity	Favorable	Percent
						(Unfavorable)	Remaining
<a href="#">100-11-16411-0000000</a>	Tools, Etc,	300.00	300.00	0.00	0.00	300.00	100.00 %
<a href="#">100-11-16415-0000000</a>	Emergency Equipment	22,500.00	22,500.00	0.00	7,641.93	14,858.07	66.04 %
<a href="#">100-11-16416-0000000</a>	Radios	25,000.00	25,000.00	0.00	2,021.14	22,978.86	91.92 %
<a href="#">100-11-16417-0000000</a>	Capital Pur. Furniture	2,000.00	2,000.00	269.98	349.97	1,650.03	82.50 %
<a href="#">100-11-16502-0000000</a>	Dues & Subscriptions	2,500.00	2,500.00	0.00	1,875.45	624.55	24.98 %
<a href="#">100-11-16503-0000000</a>	Travel & Training Staff	25,000.00	25,000.00	2,959.70	24,549.02	450.98	1.80 %
<a href="#">100-11-16701-0000000</a>	Insurance - Liability	25,355.00	25,355.00	2,112.88	19,016.04	6,338.96	25.00 %
<a href="#">100-11-16702-0000000</a>	Insurance - Property	10,006.00	10,006.00	833.84	7,504.64	2,501.36	25.00 %
<a href="#">100-11-16906-0000000</a>	Capital Outlay - Police Cars	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
<a href="#">100-11-16907-0000000</a>	Capital Outlay - Emergency Lights, ...	7,000.00	7,000.00	175.00	1,770.00	5,230.00	74.71 %
<a href="#">100-11-16910-0000000</a>	Capital Outlay - Vehicle Replacemen...	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
<a href="#">100-11-16911-0000000</a>	Capital Outlay - Computers Equipm...	25,000.00	25,000.00	0.00	7,833.14	17,166.86	68.67 %
<a href="#">100-11-16912-0000000</a>	Capital Outlay - Tyler Public Safety	17,622.00	17,622.00	0.00	34,200.60	-16,578.60	-94.08 %
<a href="#">100-11-16913-0000000</a>	Capital Outlay - Radar	8,000.00	8,000.00	1,237.55	2,162.55	5,837.45	72.97 %
<a href="#">100-11-16916-0000000</a>	Capital Outlay - Investigate & Testin...	14,000.00	14,000.00	82.96	9,855.69	4,144.31	29.60 %
<a href="#">100-11-16917-0000000</a>	Capital Outlay - Ballistic Vests & Shie...	7,560.00	7,560.00	0.00	2,432.78	5,127.22	67.82 %
<a href="#">100-11-16919-0000000</a>	Capital Outlay - Patrol Weapons	41,871.00	41,871.00	0.00	16,359.29	25,511.71	60.93 %
<a href="#">100-11-16920-0000000</a>	Capital Outlay - Traffic Equipment	25,000.00	25,000.00	0.00	25,000.00	0.00	0.00 %
<a href="#">100-11-16921-0000000</a>	Capital Outlay - Office Maintenance	11,800.00	11,800.00	4,000.00	4,603.72	7,196.28	60.99 %
<a href="#">100-11-17001-0000000</a>	Misc Expenses - Other	0.00	0.00	0.00	315.12	-315.12	0.00 %
	<b>Department: 11 - Police Total:</b>	<b>2,559,776.00</b>	<b>2,559,776.00</b>	<b>169,299.26</b>	<b>1,635,111.34</b>	<b>924,664.66</b>	<b>36.12%</b>
	<b>Department: 12 - Public Works</b>						
<a href="#">100-12-16002-0000000</a>	Health Insurance	36,907.00	36,907.00	2,140.98	18,793.92	18,113.08	49.08 %
<a href="#">100-12-16003-0000000</a>	Unemployment Insurance	68.00	68.00	29.44	494.00	-426.00	-626.47 %
<a href="#">100-12-16004-0000000</a>	Workers Comp	3,937.00	3,937.00	288.98	4,137.64	-200.64	-5.10 %
<a href="#">100-12-16008-0000000</a>	Payroll Taxes	14,546.00	14,546.00	977.22	9,305.96	5,240.04	36.02 %
<a href="#">100-12-16009-0000000</a>	Wages	184,644.00	184,644.00	12,274.35	119,297.77	65,346.23	35.39 %
<a href="#">100-12-16010-0000000</a>	Overtime	5,500.00	5,500.00	476.17	3,046.34	2,453.66	44.61 %
<a href="#">100-12-16011-0000000</a>	Employee Assistance Program	500.00	500.00	375.00	375.00	125.00	25.00 %
<a href="#">100-12-16012-0000000</a>	Retirement Expense	16,956.00	16,956.00	1,157.96	10,639.80	6,316.20	37.25 %
<a href="#">100-12-16104-0000000</a>	Community Relations	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">100-12-16108-0000000</a>	Vendor Subscriptions	561.00	561.00	0.00	0.00	561.00	100.00 %
<a href="#">100-12-16208-0000000</a>	Mowing	140,000.00	140,000.00	26,545.00	86,715.00	53,285.00	38.06 %
<a href="#">100-12-16217-0000000</a>	Engineering	110,000.00	110,000.00	30,686.10	103,840.13	6,159.87	5.60 %
<a href="#">100-12-16224-0000000</a>	City Hall Cleaning	14,900.00	14,900.00	960.00	9,049.80	5,850.20	39.26 %
<a href="#">100-12-16225-0000000</a>	Downtown Repairs	1,500.00	1,500.00	0.00	905.56	594.44	39.63 %
<a href="#">100-12-16226-0000000</a>	Maint - Vehicles & Equipment	3,500.00	3,500.00	236.67	1,730.67	1,769.33	50.55 %
<a href="#">100-12-16227-0000000</a>	Gas/Oil	14,000.00	14,000.00	942.32	7,025.43	6,974.57	49.82 %
<a href="#">100-12-16229-0000000</a>	Auto Repairs	6,000.00	6,000.00	3,749.47	5,319.32	680.68	11.34 %
<a href="#">100-12-16230-0000000</a>	Equipment repairs	4,000.00	4,000.00	0.00	353.97	3,646.03	91.15 %
<a href="#">100-12-16231-0000000</a>	Bldg Repairs-City Hall	18,000.00	18,000.00	259.79	12,342.81	5,657.19	31.43 %
<a href="#">100-12-16232-0000000</a>	Street Repairs - Minor	10,000.00	10,000.00	0.00	7,236.24	2,763.76	27.64 %
<a href="#">100-12-16233-0000000</a>	Streets-Preventive Maintenance	7,700.00	7,700.00	0.00	0.00	7,700.00	100.00 %
<a href="#">100-12-16237-0000000</a>	Mosquito Spraying	6,000.00	6,000.00	0.00	2,532.00	3,468.00	57.80 %
<a href="#">100-12-16238-0000000</a>	Street Signs	3,300.00	3,300.00	932.56	3,068.81	231.19	7.01 %
<a href="#">100-12-16239-0000000</a>	Printing & Office supplies	1,600.00	1,600.00	142.39	886.78	713.22	44.58 %
<a href="#">100-12-16241-0000000</a>	Computers/Website	750.00	750.00	0.00	0.00	750.00	100.00 %
<a href="#">100-12-16242-0000000</a>	Postage/Delivery	750.00	750.00	0.00	0.00	750.00	100.00 %
<a href="#">100-12-16243-0000000</a>	Telephone	9,000.00	9,000.00	858.47	5,746.61	3,253.39	36.15 %
<a href="#">100-12-16249-0000000</a>	Computer/Technology	18,000.00	18,000.00	1,131.52	19,343.11	-1,343.11	-7.46 %
<a href="#">100-12-16255-0000000</a>	Bldg Repairs - Comm Center	5,000.00	5,000.00	82.44	4,278.03	721.97	14.44 %
<a href="#">100-12-16256-0000000</a>	Bldg Repairs - 213 Prairie	0.00	0.00	0.00	19,824.07	-19,824.07	0.00 %
<a href="#">100-12-16402-0000000</a>	Uniforms & Safety Equip	4,700.00	4,700.00	322.09	1,917.99	2,782.01	59.19 %
<a href="#">100-12-16405-0000000</a>	Operating Supplies	10,900.00	10,900.00	196.52	2,525.75	8,374.25	76.83 %
<a href="#">100-12-16406-0000000</a>	Streets & Drainage	2,000.00	2,000.00	0.00	472.67	1,527.33	76.37 %
<a href="#">100-12-16407-0000000</a>	Supplies & Equipment - Cedar Break...	2,000.00	2,000.00	80.25	744.85	1,255.15	62.76 %
<a href="#">100-12-16408-0000000</a>	Supplies & Equipment - Homecomi...	2,000.00	2,000.00	80.25	499.59	1,500.41	75.02 %
<a href="#">100-12-16409-0000000</a>	Supplies & Equipment - Fernland Pa...	2,000.00	2,000.00	104.61	1,791.74	208.26	10.41 %

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For Fiscal: 2023-2024 Period Ending: 06/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-12-16410-0000000</a>	Supplies & Equipment - Community...	2,000.00	2,000.00	0.00	89.44	1,910.56	95.53 %
<a href="#">100-12-16411-0000000</a>	Tools, Etc,	3,300.00	3,300.00	307.03	2,333.27	966.73	29.29 %
<a href="#">100-12-16412-0000000</a>	Supplies & Equipment - Memory Pa...	2,000.00	2,000.00	80.25	472.00	1,528.00	76.40 %
<a href="#">100-12-16413-0000000</a>	Culverts	3,000.00	3,000.00	0.00	179.78	2,820.22	94.01 %
<a href="#">100-12-16502-0000000</a>	Dues & Subscriptions	2,000.00	2,000.00	0.00	147.38	1,852.62	92.63 %
<a href="#">100-12-16503-0000000</a>	Travel & Training Staff	5,500.00	5,500.00	1,938.39	3,324.97	2,175.03	39.55 %
<a href="#">100-12-16601-0000000</a>	Park Maint - Memory Pk	10,000.00	10,000.00	194.76	3,062.12	6,937.88	69.38 %
<a href="#">100-12-16602-0000000</a>	Park Maint - Fernland	10,000.00	10,000.00	1,395.00	2,269.07	7,730.93	77.31 %
<a href="#">100-12-16603-0000000</a>	Park Maint - Cedar Brake Park	10,000.00	10,000.00	27.53	3,315.07	6,684.93	66.85 %
<a href="#">100-12-16604-0000000</a>	Park Maint - Homecoming Park	10,000.00	10,000.00	0.00	1,106.29	8,893.71	88.94 %
<a href="#">100-12-16701-0000000</a>	Insurance - Liability	4,694.00	4,694.00	391.19	3,520.71	1,173.29	25.00 %
<a href="#">100-12-16702-0000000</a>	Insurance - Property	1,427.00	1,427.00	118.94	1,070.46	356.54	24.99 %
<a href="#">100-12-16803-0000000</a>	Utilities - Electronic Sign-City	1,500.00	1,500.00	63.88	559.17	940.83	62.72 %
<a href="#">100-12-16804-0000000</a>	Utilities - Street Lights	13,200.00	13,200.00	1,250.85	10,090.56	3,109.44	23.56 %
<a href="#">100-12-16805-0000000</a>	Utilities - Downtown Utilities	1,320.00	1,320.00	110.12	982.80	337.20	25.55 %
<a href="#">100-12-16806-0000000</a>	Utilities - Cedar Brake Park	2,420.00	2,420.00	140.75	1,389.95	1,030.05	42.56 %
<a href="#">100-12-16807-0000000</a>	Utilities - Homecoming Park	1,650.00	1,650.00	82.32	727.30	922.70	55.92 %
<a href="#">100-12-16808-0000000</a>	Utilities - Fernland Park	6,500.00	6,500.00	324.14	3,949.68	2,550.32	39.24 %
<a href="#">100-12-16809-0000000</a>	Utilities - City Hall	14,300.00	14,300.00	1,370.35	8,323.38	5,976.62	41.79 %
<a href="#">100-12-16811-0000000</a>	Utilities - Community Center Buildi...	6,000.00	6,000.00	447.39	4,668.55	1,331.45	22.19 %
<a href="#">100-12-16812-0000000</a>	Utilities - Memory Park	8,000.00	8,000.00	1,241.76	5,400.93	2,599.07	32.49 %
<a href="#">100-12-16813-0000000</a>	Utilities - 213 Prairie	1,885.00	1,885.00	59.65	1,085.45	799.55	42.42 %
<a href="#">100-12-16911-0000000</a>	Capital Outlay - Computers Equipm...	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
<a href="#">100-12-16922-0000000</a>	Capital Outlay - Public Works Items	10,000.00	10,000.00	0.00	552.00	9,448.00	94.48 %
<a href="#">100-12-16923-0000000</a>	Capital Outlay - General Improvem...	20,000.00	20,000.00	0.00	2,105.36	17,894.64	89.47 %
<a href="#">100-12-16924-0000000</a>	Capital Outlay - Drainage Improvem...	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<a href="#">100-12-16926-0000000</a>	Capital Outlay - Park Improvements	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
<a href="#">100-12-17001-0000000</a>	Misc Expenses - Other	1,000.00	1,000.00	0.00	110.92	889.08	88.91 %
<a href="#">100-12-17150-0000000</a>	Contract Labor - Streets	0.00	0.00	975.00	1,805.00	-1,805.00	0.00 %
<b>Department: 12 - Public Works Total:</b>		<b>866,915.00</b>	<b>866,915.00</b>	<b>95,549.85</b>	<b>526,882.97</b>	<b>340,032.03</b>	<b>39.22%</b>
<b>Department: 13 - Court</b>							
<a href="#">100-13-16002-0000000</a>	Health Insurance	34,433.00	34,433.00	1,837.08	22,169.38	12,263.62	35.62 %
<a href="#">100-13-16003-0000000</a>	Unemployment Insurance	27.00	27.00	0.00	687.65	-660.65	-2,446.85 %
<a href="#">100-13-16004-0000000</a>	Workers Comp	452.00	452.00	41.28	544.07	-92.07	-20.37 %
<a href="#">100-13-16007-0000000</a>	Crime Insurance	500.00	500.00	40.71	366.39	133.61	26.72 %
<a href="#">100-13-16008-0000000</a>	Payroll Taxes	12,890.00	12,890.00	715.91	8,721.30	4,168.70	32.34 %
<a href="#">100-13-16009-0000000</a>	Wages	166,096.00	166,096.00	9,892.64	117,732.68	48,363.32	29.12 %
<a href="#">100-13-16010-0000000</a>	Overtime	2,400.00	2,400.00	0.00	1,273.88	1,126.12	46.92 %
<a href="#">100-13-16011-0000000</a>	Employee Assistance Program	500.00	500.00	375.00	375.00	125.00	25.00 %
<a href="#">100-13-16012-0000000</a>	Retirement Expense	17,355.00	17,355.00	1,016.55	12,210.39	5,144.61	29.64 %
<a href="#">100-13-16104-0000000</a>	Community Relations	400.00	400.00	0.00	0.00	400.00	100.00 %
<a href="#">100-13-16106-0000000</a>	Communications - Records Mgt / Re...	0.00	0.00	0.00	1,512.00	-1,512.00	0.00 %
<a href="#">100-13-16108-0000000</a>	Vendor Subscriptions	250.00	250.00	0.00	0.00	250.00	100.00 %
<a href="#">100-13-16202-0000000</a>	General Consultant Fees	12,000.00	12,000.00	0.00	905.00	11,095.00	92.46 %
<a href="#">100-13-16205-0000000</a>	Omni Expense	0.00	0.00	0.00	198.00	-198.00	0.00 %
<a href="#">100-13-16207-0000000</a>	Prosecutors Fees	10,000.00	10,000.00	0.00	7,650.00	2,350.00	23.50 %
<a href="#">100-13-16209-0000000</a>	Records Shredding	250.00	250.00	0.00	286.00	-36.00	-14.40 %
<a href="#">100-13-16211-0000000</a>	Judge's Fee	12,000.00	12,000.00	1,000.00	9,000.00	3,000.00	25.00 %
<a href="#">100-13-16239-0000000</a>	Printing & Office supplies	1,400.00	1,400.00	22.09	1,034.55	365.45	26.10 %
<a href="#">100-13-16241-0000000</a>	Computers/Website	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00 %
<a href="#">100-13-16242-0000000</a>	Postage/Delivery	2,600.00	2,600.00	0.00	2,655.00	-55.00	-2.12 %
<a href="#">100-13-16243-0000000</a>	Telephone	4,000.00	4,000.00	346.12	3,060.20	939.80	23.50 %
<a href="#">100-13-16249-0000000</a>	Computer/Technology	15,000.00	15,000.00	1,131.52	16,731.07	-1,731.07	-11.54 %
<a href="#">100-13-16402-0000000</a>	Uniforms & Safety Equip	100.00	100.00	0.00	0.00	100.00	100.00 %
<a href="#">100-13-16404-0000000</a>	Copier/Fax Machine	8,000.00	8,000.00	817.50	7,772.64	227.36	2.84 %
<a href="#">100-13-16405-0000000</a>	Operating Supplies	2,500.00	2,500.00	0.00	873.92	1,626.08	65.04 %
<a href="#">100-13-16417-0000000</a>	Capital Pur. Furniture	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
<a href="#">100-13-16502-0000000</a>	Dues & Subscriptions	500.00	500.00	0.00	240.00	260.00	52.00 %



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Budget Report

For Fiscal: 2023-2024 Period Ending: 06/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-13-16503-0000000</a>	Travel & Training Staff	2,000.00	2,000.00	0.00	250.00	1,750.00	87.50 %
<a href="#">100-13-16701-0000000</a>	Insurance - Liability	1,855.00	1,855.00	154.59	1,391.31	463.69	25.00 %
<a href="#">100-13-16702-0000000</a>	Insurance - Property	2,579.00	2,579.00	214.89	1,934.01	644.99	25.01 %
<a href="#">100-13-17001-0000000</a>	Misc Expenses - Other	100.00	100.00	0.00	0.00	100.00	100.00 %
	<b>Department: 13 - Court Total:</b>	<b>317,687.00</b>	<b>317,687.00</b>	<b>17,605.88</b>	<b>219,574.44</b>	<b>98,112.56</b>	<b>30.88%</b>
	<b>Expense Total:</b>	<b>5,921,740.00</b>	<b>5,921,740.00</b>	<b>422,245.07</b>	<b>3,406,377.65</b>	<b>2,515,362.35</b>	<b>42.48%</b>
	<b>Fund: 100 - General Fund Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>2,459.08</b>	<b>2,187,674.52</b>	<b>2,187,674.52</b>	<b>0.00%</b>
<b>Fund: 150 - Montgomery PID</b>							
<b>Revenue</b>							
<b>Department: 00 - Revenue</b>							
<a href="#">150-00-15000-0000000</a>	Montgomery PID - Tax Revenue	40,000.00	40,000.00	0.00	46,594.35	6,594.35	116.49 %
	<b>Department: 00 - Revenue Total:</b>	<b>40,000.00</b>	<b>40,000.00</b>	<b>0.00</b>	<b>46,594.35</b>	<b>6,594.35</b>	<b>16.49%</b>
	<b>Revenue Total:</b>	<b>40,000.00</b>	<b>40,000.00</b>	<b>0.00</b>	<b>46,594.35</b>	<b>6,594.35</b>	<b>16.49%</b>
<b>Expense</b>							
<b>Department: 15 - Montgomery PID</b>							
<a href="#">150-15-17500-0000000</a>	Montgomery PID - Property Tax Re...	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
	<b>Department: 15 - Montgomery PID Total:</b>	<b>40,000.00</b>	<b>40,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>40,000.00</b>	<b>100.00%</b>
	<b>Expense Total:</b>	<b>40,000.00</b>	<b>40,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>40,000.00</b>	<b>100.00%</b>
	<b>Fund: 150 - Montgomery PID Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>46,594.35</b>	<b>46,594.35</b>	<b>0.00%</b>
<b>Fund: 200 - Capital Projects</b>							
<b>Revenue</b>							
<b>Department: 00 - Revenue</b>							
<a href="#">200-00-24003-0000000</a>	Transfer from MEDC - Other	0.00	0.00	16,666.67	150,000.03	150,000.03	0.00 %
<a href="#">200-00-24203-0000000</a>	Impact Fees Transfer	0.00	0.00	0.00	612,549.00	612,549.00	0.00 %
<a href="#">200-00-24500-0000000</a>	Interest Earned on Investments	0.00	0.00	20,649.74	112,671.18	112,671.18	0.00 %
<a href="#">200-00-24501-0062715</a>	Interest Earned on Investments - 20...	0.00	0.00	0.00	456.05	456.05	0.00 %
<a href="#">200-00-24700-0000000</a>	Developer Contributions	0.00	0.00	0.00	493,536.15	493,536.15	0.00 %
	<b>Department: 00 - Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>37,316.41</b>	<b>1,369,212.41</b>	<b>1,369,212.41</b>	<b>0.00%</b>
<b>Department: 20 - Capital Projects</b>							
<a href="#">200-20-14940-0000000</a>	Transfer In	0.00	0.00	0.00	3,500,000.00	3,500,000.00	0.00 %
	<b>Department: 20 - Capital Projects Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,500,000.00</b>	<b>3,500,000.00</b>	<b>0.00%</b>
	<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>37,316.41</b>	<b>4,869,212.41</b>	<b>4,869,212.41</b>	<b>0.00%</b>
<b>Expense</b>							
<b>Department: 20 - Capital Projects</b>							
<a href="#">200-20-16217-0000400</a>	Eng - Old Plantersville Waterline Ext	0.00	0.00	0.00	9,000.00	-9,000.00	0.00 %
<a href="#">200-20-16217-0000500</a>	Eng - Old Plantersville Force Main E...	0.00	0.00	0.00	8,896.37	-8,896.37	0.00 %
<a href="#">200-20-16217-0000600</a>	Eng - DTD Master Drainage Study	0.00	0.00	0.00	7,250.00	-7,250.00	0.00 %
<a href="#">200-20-16217-0001000</a>	Eng - Flagship Storm Sewer	0.00	0.00	0.00	4,363.25	-4,363.25	0.00 %
<a href="#">200-20-16217-0001100</a>	Eng - Sanitary Sewer & Manhole Re...	0.00	0.00	0.00	36,268.75	-36,268.75	0.00 %
<a href="#">200-20-16217-0001200</a>	Eng - LS 10 Expansion	0.00	0.00	0.00	16,606.23	-16,606.23	0.00 %
<a href="#">200-20-16217-0001400</a>	Eng - Buffalo Springs Dr. Road Impr.	0.00	0.00	0.00	84,222.40	-84,222.40	0.00 %
<a href="#">200-20-16217-0001500</a>	Eng - Buffalo Springs Dr & SH-105 T...	0.00	0.00	0.00	10,000.00	-10,000.00	0.00 %
<a href="#">200-20-16217-0001600</a>	Eng - WP #2 Improvements	0.00	0.00	0.00	38,150.00	-38,150.00	0.00 %
<a href="#">200-20-17001-0000500</a>	Misc - Old Plantersville Force Main ...	0.00	0.00	0.00	5,201.10	-5,201.10	0.00 %
<a href="#">200-20-26300-0000500</a>	Cons - Old Plantersville Force Main	0.00	0.00	283,067.50	283,067.50	-283,067.50	0.00 %
<a href="#">200-20-26300-0001100</a>	Cons - Sanitary Sewer & Manhole R...	0.00	0.00	0.00	630,940.86	-630,940.86	0.00 %
<a href="#">200-20-26300-0001200</a>	Cons - LS 10 Expansion	0.00	0.00	372,384.00	372,384.00	-372,384.00	0.00 %
<a href="#">200-20-26500-0001000</a>	Cons - Flagship Storm Sewer	0.00	0.00	0.00	104,812.06	-104,812.06	0.00 %
<a href="#">200-20-26500-0001400</a>	Cons - Buffalo Springs Dr Road Impr	0.00	0.00	39,766.75	39,766.75	-39,766.75	0.00 %
	<b>Department: 20 - Capital Projects Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>695,218.25</b>	<b>1,650,929.27</b>	<b>-1,650,929.27</b>	<b>0.00%</b>
	<b>Expense Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>695,218.25</b>	<b>1,650,929.27</b>	<b>-1,650,929.27</b>	<b>0.00%</b>
	<b>Fund: 200 - Capital Projects Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-657,901.84</b>	<b>3,218,283.14</b>	<b>3,218,283.14</b>	<b>0.00%</b>

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Budget Report

For Fiscal: 2023-2024 Period Ending: 06/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 300 - Water &amp; Sewer</b>							
<b>Revenue</b>							
<b>Department: 00 - Revenue</b>							
<a href="#">300-00-34110-0000000</a>	Water Revenue	881,000.00	881,000.00	72,665.65	633,157.90	-247,842.10	28.13 %
<a href="#">300-00-34130-0000000</a>	Lone Star Ground Water Revenue	9,000.00	9,000.00	838.25	7,107.80	-1,892.20	21.02 %
<a href="#">300-00-34140-0000000</a>	Application Fee	6,000.00	6,000.00	752.50	4,222.50	-1,777.50	29.63 %
<a href="#">300-00-34150-0000000</a>	Disconnect Reconnect	5,000.00	5,000.00	650.00	9,775.00	4,775.00	195.50 %
<a href="#">300-00-34160-0000000</a>	Sewer Revenue	853,000.00	853,000.00	68,636.55	610,519.20	-242,480.80	28.43 %
<a href="#">300-00-34170-0000000</a>	Tap Fees/Inspections	450,000.00	450,000.00	25,309.76	461,496.22	11,496.22	102.55 %
<a href="#">300-00-34180-0000000</a>	Grease Trap Inspections	25,000.00	25,000.00	4,316.83	26,900.24	1,900.24	107.60 %
<a href="#">300-00-34190-0000000</a>	Late Charges	18,200.00	18,200.00	1,143.51	13,426.57	-4,773.43	26.23 %
<a href="#">300-00-34200-0000000</a>	Returned Check Fee	1,000.00	1,000.00	30.00	1,148.46	148.46	114.85 %
<a href="#">300-00-34210-0000000</a>	Backflow Testing	16,000.00	16,000.00	0.00	0.00	-16,000.00	100.00 %
<a href="#">300-00-34220-0000000</a>	Solid Waste Revenue	229,500.00	229,500.00	23,210.28	203,088.19	-26,411.81	11.51 %
<a href="#">300-00-34320-0000000</a>	Groundwater Reduction Revenue	205,000.00	205,000.00	19,758.75	167,541.00	-37,459.00	18.27 %
<a href="#">300-00-34420-0000000</a>	Impact Fees - Capital Cost	1,500,000.00	1,500,000.00	0.00	612,549.00	-887,451.00	59.16 %
<a href="#">300-00-34430-0000000</a>	Interest Income	850.00	850.00	191.06	2,035.55	1,185.55	239.48 %
<a href="#">300-00-34440-0000000</a>	Interest earned on Investments	70,000.00	70,000.00	8,214.25	74,589.07	4,589.07	106.56 %
<a href="#">300-00-34450-0000000</a>	Meter Box Replacement	1,500.00	1,500.00	90.00	540.00	-960.00	64.00 %
<a href="#">300-00-34460-0000000</a>	EndPoint Charge	500.00	500.00	0.00	185.00	-315.00	63.00 %
<a href="#">300-00-34470-0000000</a>	Miscellaneous Revenue & ETS Reve...	8,000.00	8,000.00	1,290.75	9,915.44	1,915.44	123.94 %
<a href="#">300-00-34530-0000000</a>	Utility Contracts	2,000.00	2,000.00	497.77	-1,458.99	-3,458.99	172.95 %
	<b>Department: 00 - Revenue Total:</b>	<b>4,281,550.00</b>	<b>4,281,550.00</b>	<b>227,595.91</b>	<b>2,836,738.15</b>	<b>-1,444,811.85</b>	<b>33.75%</b>
	<b>Revenue Total:</b>	<b>4,281,550.00</b>	<b>4,281,550.00</b>	<b>227,595.91</b>	<b>2,836,738.15</b>	<b>-1,444,811.85</b>	<b>33.75%</b>
<b>Expense</b>							
<b>Department: 30 - Water &amp; Sewer</b>							
<a href="#">300-30-16002-0000000</a>	Health Insurance	82,908.00	82,908.00	5,761.67	52,940.35	29,967.65	36.15 %
<a href="#">300-30-16003-0000000</a>	Unemployment Insurance	61.00	61.00	8.42	461.38	-400.38	-656.36 %
<a href="#">300-30-16004-0000000</a>	Workers Comp	7,961.00	7,961.00	536.62	7,743.17	217.83	2.74 %
<a href="#">300-30-16008-0000000</a>	Payroll Taxes	32,121.00	32,121.00	2,120.01	20,601.25	11,519.75	35.86 %
<a href="#">300-30-16009-0000000</a>	Wages	414,388.00	414,388.00	27,749.00	284,889.01	129,498.99	31.25 %
<a href="#">300-30-16010-0000000</a>	Overtime	5,500.00	5,500.00	476.15	3,066.39	2,433.61	44.25 %
<a href="#">300-30-16011-0000000</a>	Employee Assitance Program	0.00	0.00	781.25	781.25	-781.25	0.00 %
<a href="#">300-30-16012-0000000</a>	Retirement Expense	43,248.00	43,248.00	2,996.46	29,404.43	13,843.57	32.01 %
<a href="#">300-30-36107-0000000</a>	Crime Insurance	500.00	500.00	40.71	366.39	133.61	26.72 %
<a href="#">300-30-36204-0000000</a>	Engineering	133,000.00	133,000.00	0.00	94,345.93	38,654.07	29.06 %
<a href="#">300-30-36208-0000000</a>	Operator	126,500.00	126,500.00	4,275.00	37,420.00	89,080.00	70.42 %
<a href="#">300-30-36209-0000000</a>	Billing & Collections	35,000.00	35,000.00	2,438.01	21,604.26	13,395.74	38.27 %
<a href="#">300-30-36210-0000000</a>	Backflow Testing	16,000.00	16,000.00	0.00	0.00	16,000.00	100.00 %
<a href="#">300-30-36211-0000000</a>	Testing	15,000.00	15,000.00	1,625.00	18,372.20	-3,372.20	-22.48 %
<a href="#">300-30-36214-0000000</a>	Sludge Hauling	100,000.00	100,000.00	12,907.33	44,972.89	55,027.11	55.03 %
<a href="#">300-30-36215-0000000</a>	Printing	1,200.00	1,200.00	0.00	138.33	1,061.67	88.47 %
<a href="#">300-30-36216-0000000</a>	Postage	2,000.00	2,000.00	0.00	373.48	1,626.52	81.33 %
<a href="#">300-30-36217-0000000</a>	Telephone	10,500.00	10,500.00	2,050.31	8,933.60	1,566.40	14.92 %
<a href="#">300-30-36218-0000000</a>	Tap Fees & Inspections	75,000.00	75,000.00	3,120.00	153,922.16	-78,922.16	-105.23 %
<a href="#">300-30-36221-0000000</a>	Garbage Pickup	225,000.00	225,000.00	60,018.53	270,614.91	-45,614.91	-20.27 %
<a href="#">300-30-36302-0000000</a>	Advertising/Promotion	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
<a href="#">300-30-36303-0000000</a>	Permits & Licenses	25,000.00	25,000.00	0.00	23,844.70	1,155.30	4.62 %
<a href="#">300-30-36307-0000000</a>	Dues & Subscriptions	2,000.00	2,000.00	0.00	147.37	1,852.63	92.63 %
<a href="#">300-30-36400-0000000</a>	Supplies & Equipment	1,500.00	1,500.00	54.12	181.58	1,318.42	87.89 %
<a href="#">300-30-36401-0000000</a>	Chemicals	45,000.00	45,000.00	7,255.09	38,802.27	6,197.73	13.77 %
<a href="#">300-30-36402-0000000</a>	Copier / Fax Machine	3,000.00	3,000.00	135.00	1,422.28	1,577.72	52.59 %
<a href="#">300-30-36403-0000000</a>	Operating Supplies	80,000.00	80,000.00	263.48	32,985.19	47,014.81	58.77 %
<a href="#">300-30-36404-0000000</a>	Uniforms	4,700.00	4,700.00	322.09	1,591.93	3,108.07	66.13 %
<a href="#">300-30-36406-0000000</a>	Computer Technology	24,000.00	24,000.00	1,131.52	17,280.32	6,719.68	28.00 %
<a href="#">300-30-36502-0000000</a>	Travel & Training	5,500.00	5,500.00	1,938.40	4,197.47	1,302.53	23.68 %
<a href="#">300-30-36503-0000000</a>	Employee Relations	2,000.00	2,000.00	482.65	482.65	1,517.35	75.87 %
<a href="#">300-30-36601-0000000</a>	Repairs & Maintenance	300,000.00	300,000.00	155,084.65	397,481.24	-97,481.24	-32.49 %

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**Budget Report**

For Fiscal: 2023-2024 Period Ending: 06/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">300-30-36602-0000000</a>	Vehicle Repair and Maint.	3,500.00	3,500.00	226.69	1,720.65	1,779.35	50.84 %
<a href="#">300-30-36604-0000000</a>	Water & Sewer Items	9,708.00	9,708.00	69.69	621.69	9,086.31	93.60 %
<a href="#">300-30-36605-0000000</a>	Gas & Oil	14,000.00	14,000.00	942.32	7,025.38	6,974.62	49.82 %
<a href="#">300-30-36701-0000000</a>	Liability Insurance	4,694.00	4,694.00	391.19	8,520.71	-3,826.71	-81.52 %
<a href="#">300-30-36702-0000000</a>	Property Insurance	45,677.00	45,677.00	3,806.44	34,257.95	11,419.05	25.00 %
<a href="#">300-30-36801-0000000</a>	Gas For Generators	1,320.00	1,320.00	169.73	643.26	676.74	51.27 %
<a href="#">300-30-36802-0000000</a>	Water Plants	110,000.00	110,000.00	7,191.30	59,900.59	50,099.41	45.54 %
<a href="#">300-30-36803-0000000</a>	WWTP	73,000.00	73,000.00	7,134.04	49,888.10	23,111.90	31.66 %
<a href="#">300-30-36804-0000000</a>	Lift Stations	24,200.00	24,200.00	1,732.50	13,597.23	10,602.77	43.81 %
<a href="#">300-30-37000-0000000</a>	Utility Projects - Prev Maint	150,000.00	150,000.00	9,763.75	43,976.34	106,023.66	70.68 %
<a href="#">300-30-37003-0000000</a>	Utility Projects - Impact Fees Transf...	1,500,000.00	1,500,000.00	0.00	612,549.00	887,451.00	59.16 %
<a href="#">300-30-37101-0000000</a>	Miscellaneous Expenses - Misc	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">300-30-37102-0000000</a>	Miscellaneous Expenses - Bank Cha...	35,000.00	35,000.00	4,726.22	26,115.70	8,884.30	25.38 %
<a href="#">300-30-37202-0000000</a>	Other Expense - Transfer to Debt Se...	425,500.00	425,500.00	35,416.67	318,750.03	106,749.97	25.09 %
<a href="#">300-30-37206-0000000</a>	Transfer to Surplus	63,764.00	63,764.00	0.00	0.00	63,764.00	100.00 %
<b>Department: 30 - Water &amp; Sewer Total:</b>		<b>4,281,450.00</b>	<b>4,281,450.00</b>	<b>365,142.01</b>	<b>2,746,935.01</b>	<b>1,534,514.99</b>	<b>35.84%</b>
<b>Expense Total:</b>		<b>4,281,450.00</b>	<b>4,281,450.00</b>	<b>365,142.01</b>	<b>2,746,935.01</b>	<b>1,534,514.99</b>	<b>35.84%</b>
<b>Fund: 300 - Water &amp; Sewer Surplus (Deficit):</b>		<b>100.00</b>	<b>100.00</b>	<b>-137,546.10</b>	<b>89,803.14</b>	<b>89,703.14</b>	<b>89.703.14%</b>
<b>Fund: 400 - MEDC</b>							
<b>Revenue</b>							
<b>Department: 00 - Revenue</b>							
<a href="#">400-00-44110-0000000</a>	Sales Tax Revenue	1,100,000.00	1,100,000.00	112,494.21	1,055,339.80	-44,660.20	4.06 %
<a href="#">400-00-44230-0000000</a>	Interest Income	60,000.00	60,000.00	8,889.81	79,855.40	19,855.40	133.09 %
<a href="#">400-00-44300-0000000</a>	Events Revenue	7,000.00	7,000.00	50.00	7,176.34	176.34	102.52 %
<b>Department: 00 - Revenue Total:</b>		<b>1,167,000.00</b>	<b>1,167,000.00</b>	<b>121,434.02</b>	<b>1,142,371.54</b>	<b>-24,628.46</b>	<b>2.11%</b>
<b>Revenue Total:</b>		<b>1,167,000.00</b>	<b>1,167,000.00</b>	<b>121,434.02</b>	<b>1,142,371.54</b>	<b>-24,628.46</b>	<b>2.11%</b>
<b>Expense</b>							
<b>Department: 40 - MEDC</b>							
<a href="#">400-40-46103-0000000</a>	Downtown Dev. Imp.	90,000.00	90,000.00	0.00	22,822.50	67,177.50	74.64 %
<a href="#">400-40-46104-0000000</a>	Utility Extensions	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
<a href="#">400-40-46107-0000000</a>	Transfer to Capital Proj	200,000.00	200,000.00	16,666.67	150,000.03	49,999.97	25.00 %
<a href="#">400-40-46111-0000000</a>	Streets & Sidewalks	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
<a href="#">400-40-46205-0000000</a>	Sales Tax Reimb	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
<a href="#">400-40-46206-0000000</a>	Econ Dev Grant Prog	20,000.00	20,000.00	1,300.00	1,300.00	18,700.00	93.50 %
<a href="#">400-40-46209-0000000</a>	Dntwn & Cor. Fac & Env Enh.	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
<a href="#">400-40-46303-0000000</a>	Quality of Life - Events	113,200.00	113,200.00	567.13	44,043.96	69,156.04	61.09 %
<a href="#">400-40-46505-0000000</a>	Brochures / Printed Lit	4,000.00	4,000.00	0.00	177.50	3,822.50	95.56 %
<a href="#">400-40-46511-0000000</a>	Website	6,500.00	6,500.00	0.00	1,084.09	5,415.91	83.32 %
<a href="#">400-40-46514-0000000</a>	Social Media Advertising	3,000.00	3,000.00	0.00	291.25	2,708.75	90.29 %
<a href="#">400-40-46515-0000000</a>	Historical Signage	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">400-40-46601-0000000</a>	Transfers to General Fund	275,000.00	275,000.00	22,916.67	206,250.03	68,749.97	25.00 %
<a href="#">400-40-46603-0000000</a>	Miscellaneous Expenses	500.00	500.00	0.00	580.00	-80.00	-16.00 %
<a href="#">400-40-46604-0000000</a>	Consulting/Professional Serv	51,800.00	51,800.00	6,600.00	16,400.00	35,400.00	68.34 %
<a href="#">400-40-46607-0000000</a>	Travel & Trainings Expenses	8,000.00	8,000.00	1,259.07	1,578.74	6,421.26	80.27 %
<b>Department: 40 - MEDC Total:</b>		<b>1,167,000.00</b>	<b>1,167,000.00</b>	<b>49,309.54</b>	<b>444,528.10</b>	<b>722,471.90</b>	<b>61.91%</b>
<b>Expense Total:</b>		<b>1,167,000.00</b>	<b>1,167,000.00</b>	<b>49,309.54</b>	<b>444,528.10</b>	<b>722,471.90</b>	<b>61.91%</b>
<b>Fund: 400 - MEDC Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>72,124.48</b>	<b>697,843.44</b>	<b>697,843.44</b>	<b>0.00%</b>
<b>Fund: 500 - Debt Service</b>							
<b>Revenue</b>							
<b>Department: 00 - Revenue</b>							
<a href="#">500-00-54110-0000000</a>	Ad Valorem Taxes - Current	471,847.00	471,847.00	0.00	457,739.75	-14,107.25	2.99 %
<a href="#">500-00-54115-0000000</a>	Ad Valorem Taxes - Delinquent	0.00	0.00	0.00	4,111.97	4,111.97	0.00 %
<a href="#">500-00-54120-0000000</a>	Penalty & Interest - Current	3,000.00	3,000.00	0.00	1,901.16	-1,098.84	36.63 %
<a href="#">500-00-54125-0000000</a>	Penalty & Interest - Delinquent	0.00	0.00	0.00	1,297.01	1,297.01	0.00 %
<a href="#">500-00-54220-0000000</a>	Transfers - Water & Sewer Funds	425,000.00	425,000.00	35,416.67	318,750.03	-106,249.97	25.00 %
<a href="#">500-00-54325-0020240</a>	Cert of Obligation Proceeds - Series...	0.00	0.00	0.00	3,500,000.00	3,500,000.00	0.00 %

Item 22.

Budget Report

For Fiscal: 2023-2024 Period Ending: 06/30/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">500-00-54400-0000000</a>	0.00	0.00	0.00	3,638.60	3,638.60	0.00 %
<a href="#">500-00-54410-0000000</a>	0.00	0.00	43.11	3,958.15	3,958.15	0.00 %
<a href="#">500-00-54420-0000000</a>	0.00	0.00	70.39	89.91	89.91	0.00 %
<b>Department: 00 - Revenue Total:</b>	<b>899,847.00</b>	<b>899,847.00</b>	<b>35,530.17</b>	<b>4,291,486.58</b>	<b>3,391,639.58</b>	<b>376.91%</b>
<b>Revenue Total:</b>	<b>899,847.00</b>	<b>899,847.00</b>	<b>35,530.17</b>	<b>4,291,486.58</b>	<b>3,391,639.58</b>	<b>376.91%</b>
<b>Expense</b>						
<b>Department: 50 - Debt Service</b>						
<a href="#">500-50-17151-0000000</a>	0.00	0.00	0.00	3,500,000.00	-3,500,000.00	0.00 %
<a href="#">500-50-56220-0000000</a>	228,557.00	228,557.00	0.00	139,746.25	88,810.75	38.86 %
<a href="#">500-50-56230-0000000</a>	2,000.00	2,000.00	0.00	800.00	1,200.00	60.00 %
<a href="#">500-50-56250-0000000</a>	665,000.00	665,000.00	0.00	665,000.00	0.00	0.00 %
<b>Department: 50 - Debt Service Total:</b>	<b>895,557.00</b>	<b>895,557.00</b>	<b>0.00</b>	<b>4,305,546.25</b>	<b>-3,409,989.25</b>	<b>-380.77%</b>
<b>Expense Total:</b>	<b>895,557.00</b>	<b>895,557.00</b>	<b>0.00</b>	<b>4,305,546.25</b>	<b>-3,409,989.25</b>	<b>-380.77%</b>
<b>Fund: 500 - Debt Service Surplus (Deficit):</b>	<b>4,290.00</b>	<b>4,290.00</b>	<b>35,530.17</b>	<b>-14,059.67</b>	<b>-18,349.67</b>	<b>427.73%</b>
<b>Fund: 600 - Grant Acct</b>						
<b>Revenue</b>						
<b>Department: 00 - Revenue</b>						
<a href="#">600-00-64220-0000000</a>	0.00	0.00	0.00	0.04	0.04	0.00 %
<b>Department: 00 - Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.04</b>	<b>0.04</b>	<b>0.00%</b>
<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.04</b>	<b>0.04</b>	<b>0.00%</b>
<b>Fund: 600 - Grant Acct Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.04</b>	<b>0.04</b>	<b>0.00%</b>
<b>Fund: 700 - Court Security</b>						
<b>Revenue</b>						
<b>Department: 00 - Revenue</b>						
<a href="#">700-00-74110-0000000</a>	1,500.00	1,500.00	15.98	163.80	-1,336.20	89.08 %
<a href="#">700-00-74210-0000000</a>	0.00	0.00	0.38	3.74	3.74	0.00 %
<a href="#">700-00-74300-0000000</a>	-1,500.00	0.00	0.00	0.00	0.00	0.00 %
<b>Department: 00 - Revenue Total:</b>	<b>0.00</b>	<b>1,500.00</b>	<b>16.36</b>	<b>167.54</b>	<b>-1,332.46</b>	<b>88.83%</b>
<b>Revenue Total:</b>	<b>0.00</b>	<b>1,500.00</b>	<b>16.36</b>	<b>167.54</b>	<b>-1,332.46</b>	<b>88.83%</b>
<b>Expense</b>						
<b>Department: 70 - Court Security</b>						
<a href="#">700-70-76120-0000000</a>	0.00	0.00	0.00	300.00	-300.00	0.00 %
<a href="#">700-70-76340-0000000</a>	0.00	1,500.00	0.00	0.00	1,500.00	100.00 %
<b>Department: 70 - Court Security Total:</b>	<b>0.00</b>	<b>1,500.00</b>	<b>0.00</b>	<b>300.00</b>	<b>1,200.00</b>	<b>80.00%</b>
<b>Expense Total:</b>	<b>0.00</b>	<b>1,500.00</b>	<b>0.00</b>	<b>300.00</b>	<b>1,200.00</b>	<b>80.00%</b>
<b>Fund: 700 - Court Security Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>16.36</b>	<b>-132.46</b>	<b>-132.46</b>	<b>0.00%</b>
<b>Fund: 750 - Court Technology</b>						
<b>Revenue</b>						
<b>Department: 00 - Revenue</b>						
<a href="#">750-00-74120-0000000</a>	650.00	650.00	29.30	226.40	-423.60	65.17 %
<a href="#">750-00-74210-0000000</a>	40.00	40.00	4.07	39.71	-0.29	0.73 %
<b>Department: 00 - Revenue Total:</b>	<b>690.00</b>	<b>690.00</b>	<b>33.37</b>	<b>266.11</b>	<b>-423.89</b>	<b>61.43%</b>
<b>Revenue Total:</b>	<b>690.00</b>	<b>690.00</b>	<b>33.37</b>	<b>266.11</b>	<b>-423.89</b>	<b>61.43%</b>
<b>Expense</b>						
<b>Department: 75 - Court Technology</b>						
<a href="#">750-75-76320-0000000</a>	0.00	0.00	0.00	952.00	-952.00	0.00 %
<b>Department: 75 - Court Technology Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>952.00</b>	<b>-952.00</b>	<b>0.00%</b>
<b>Expense Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>952.00</b>	<b>-952.00</b>	<b>0.00%</b>
<b>Fund: 750 - Court Technology Surplus (Deficit):</b>	<b>690.00</b>	<b>690.00</b>	<b>33.37</b>	<b>-685.89</b>	<b>-1,375.89</b>	<b>199.40%</b>

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Item 22.

Budget Report

For Fiscal: 2023-2024 Period Ending: 06/30/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 800 - Hotel Occupancy</b>						
<b>Revenue</b>						
<b>Department: 00 - Revenue</b>						
<a href="#">800-00-84100-0000000</a>	Taxes and Franchise Fees	5,000.00	5,000.00	0.00	0.00	-5,000.00 100.00 %
<a href="#">800-00-84110-0000000</a>	Taxes and Franchise Fees - Hotel Oc...	0.00	0.00	0.00	2,304.86	2,304.86 0.00 %
<a href="#">800-00-84210-0000000</a>	Other Revenues - Interest on Check...	30.00	30.00	3.76	36.85	6.85 122.83 %
	<b>Department: 00 - Revenue Total:</b>	<b>5,030.00</b>	<b>5,030.00</b>	<b>3.76</b>	<b>2,341.71</b>	<b>-2,688.29 53.45%</b>
	<b>Revenue Total:</b>	<b>5,030.00</b>	<b>5,030.00</b>	<b>3.76</b>	<b>2,341.71</b>	<b>-2,688.29 53.45%</b>
<b>Expense</b>						
<b>Department: 80 - Hotel Occupancy</b>						
<a href="#">800-80-86200-0000000</a>	Tourism Expenses	5,000.00	5,000.00	0.00	0.00	5,000.00 100.00 %
<a href="#">800-80-86300-0000000</a>	Miscellaneous Expenses	0.00	0.00	176.00	176.00	-176.00 0.00 %
	<b>Department: 80 - Hotel Occupancy Total:</b>	<b>5,000.00</b>	<b>5,000.00</b>	<b>176.00</b>	<b>176.00</b>	<b>4,824.00 96.48%</b>
	<b>Expense Total:</b>	<b>5,000.00</b>	<b>5,000.00</b>	<b>176.00</b>	<b>176.00</b>	<b>4,824.00 96.48%</b>
	<b>Fund: 800 - Hotel Occupancy Surplus (Deficit):</b>	<b>30.00</b>	<b>30.00</b>	<b>-172.24</b>	<b>2,165.71</b>	<b>2,135.71 -7,119.03%</b>
<b>Fund: 850 - Police Asset</b>						
<b>Revenue</b>						
<b>Department: 00 - Revenue</b>						
<a href="#">850-00-84110-0000000</a>	Police Asset Forfeitures - Revenue	0.00	0.00	1,672.94	1,672.94	1,672.94 0.00 %
<a href="#">850-00-84130-0000000</a>	Police Asset Forfeitures - Interest	0.00	0.00	1.53	14.88	14.88 0.00 %
	<b>Department: 00 - Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,674.47</b>	<b>1,687.82</b>	<b>1,687.82 0.00%</b>
	<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,674.47</b>	<b>1,687.82</b>	<b>1,687.82 0.00%</b>
	<b>Fund: 850 - Police Asset Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,674.47</b>	<b>1,687.82</b>	<b>1,687.82 0.00%</b>
	<b>Report Surplus (Deficit):</b>	<b>5,110.00</b>	<b>5,110.00</b>	<b>-683,782.25</b>	<b>6,229,174.14</b>	<b>6,224,064.14 21,801.65%</b>

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Item 22.

Budget Report

For Fiscal: 2023-2024 Period Ending: 06/30/2024

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	0.00	0.00	2,459.08	2,187,674.52	2,187,674.52
150 - Montgomery PID	0.00	0.00	0.00	46,594.35	46,594.35
200 - Capital Projects	0.00	0.00	-657,901.84	3,218,283.14	3,218,283.14
300 - Water & Sewer	100.00	100.00	-137,546.10	89,803.14	89,703.14
400 - MEDC	0.00	0.00	72,124.48	697,843.44	697,843.44
500 - Debt Service	4,290.00	4,290.00	35,530.17	-14,059.67	-18,349.67
600 - Grant Acct	0.00	0.00	0.00	0.04	0.04
700 - Court Security	0.00	0.00	16.36	-132.46	-132.46
750 - Court Technology	690.00	690.00	33.37	-685.89	-1,375.89
800 - Hotel Occupancy	30.00	30.00	-172.24	2,165.71	2,135.71
850 - Police Asset	0.00	0.00	1,674.47	1,687.82	1,687.82
<b>Report Surplus (Deficit):</b>	<b>5,110.00</b>	<b>5,110.00</b>	<b>-683,782.25</b>	<b>6,229,174.14</b>	<b>6,224,064.14</b>

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## UTILITY/GENERAL FUND REPORT – June 2024

TOTAL REVENUE	
Utilities	\$200,832.91
Permits	\$41,011.50
Vendor/Beverage/ Photography	\$25.00
Sign Fees	\$200.00
Plats/ Zoning	\$0.00
Culverts	\$0.00
Community Building Rental	\$1,250.00
Community Building Deposit	\$750.00
Lease- PD	\$0.00
Unanticipated Income: Donation Fernland, Arrest Fees, Accident Reports	\$1,820.78
Shop w/a cop	\$0.00
Franchise Fees	\$0.00
Sales Tax Payable	\$12.16
Escrow	\$5,000.00
ROW Fees	\$0.00
Misc Revenue: Credit Card Fees, Grant Revenue, Payroll Liabilities	\$1,108.25
Developer Contributions	\$0.00
Events	\$50.00
Online Payment Fees	\$678.48
<b>Monthly Total:</b>	<b>\$252,739.08</b>

<b>ARREARS</b>			
	<b>60 Days</b>	<b>90 Days</b>	<b>120+ Days</b>
<b>Amount</b>	\$606.23	\$456.56	\$3,893.42
<b>GRAND TOTAL:</b>			<b>\$4,956.21</b>

<b>PERMITS</b>	
<b>Type</b>	<b>Permit Total</b>
Building-Residential Addition, Generators	\$ 28,051.00
Plumbing	\$ 4,525.00
Irrigation	\$ 375.00
Building-Commercial Remodel	\$ 1,485.50
Solar	\$ 350.00
Pool	
Sign	\$ 200.00
Mechanical	\$ 800.00
Electrical	\$ 5,425.00
<b>TOTAL</b>	<b>\$ 41,211.50</b>

<b>UTILITIES</b>	
New Water Accts.	27
Disconnected Water Accts.	18
<b>Total Number of Active Accts.</b>	<b>1083</b>



## Sales Tax Report

Data from the State Comptroller's office was not available as of 7/19/2024.