City of Montgomery Development Handbook

Last Revised: March 2020

Dear Developer,

Thank you for your interest in developing in the City of Montgomery. We hope you find the City to be an efficient and welcoming place to conduct business.

This Development Handbook will serve as a general guideline for the development process to be followed from pre-design to construction completion. It has been prepared by City Staff and reviewed and adopted by the City of Montgomery for your use. Please review the Handbook in its entirety prior to beginning your development to ensure you are fully aware of what is required of you to develop within the City. You are also invited to review the City of Montgomery Code of Ordinances to determine the specific ordinances that will apply to your development. Further detail on required Ordinances and processes is given in this Development Handbook, and a website link to the Code of Ordinances is provided on the following page.

Should you have any questions or wish to schedule a pre-development meeting to begin the development process, please do not hesitate to contact either myself or the City Engineer. Contact information for various City Officials is listed on the following page. Again, thank you for your interest in developing in Montgomery.

Sincerely,

Dave McCorquodale
Assistant City Administrator
Director of Planning & Development

CITY OF MONTGOMERY CITY OFFICIALS CONTACT INFORMATION

City Administrator: Richard Tramm, rtramm@ci.montgomery.tx.us, (936) 597-3962

Asst. City Administrator and Director of Planning & Development:

Dave McCorquodale, dmccorquodale@ci.montgomery.tx.us, (936) 597-3235

City Engineer: Chris Roznovsky, PE, croznovsky@jonescarter.com, (281) 363-4039

Director of Public Works: Mike Muckleroy, mmuckleroy@ci.montgomery.tx.us, (936) 597-6889

City Building Official: Rick Hanna, CBO, rhanna@rickhanna.com, (281) 728-8237

Building Permits: Hailey Ciulla, hciulla@ci.montgomery.tx.us, (936) 597-3304

City Secretary: Susan Hensley, shensley@ci.montgomery.tx.us, (936) 597-3288

HELPFUL WEBSITES

City of Montgomery Website: www.montgomerytexas.gov

City of Montgomery Code of Ordinances: www.library.municode.com/tx/montgomery

City of Montgomery GIS:

https://gisservice.jonescarter.com/portal/apps/webappviewer/index.html?id=c4e93c9cf3c943e8bc5c416a827c7f96

CITY OF MONTGOMERY DEVELOPMENT PACKAGE
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PRE-DEVELOPMENT MEETING & PRE-DEVELOPMENT APPLICATION SUBMITTAL

CITY OF MONTGOMERY

DEVELOPMENT CHECKLIST OUTLINE

I. PRE-DEVELOPMENT MEETING & DEVELOPMENT APPLICATION SUBMITTAL:

A) Submit Pre-Development Application and related information:

1) Submit cover letter, on company letterhead, to the City briefly describing scope and intent of the development.

2) Submit Development Application and receive Development Number.

B) A pre-development meeting will be set up with City staff and consultants, if deemed necessary. Meeting opportunities are regularly scheduled for the 2nd and 4th Tuesday of each month, beginning at 3:00 PM. A meeting request must be submitted to the Director of Planning & Development no later than close of business on the 1st or 3rd Wednesday of the month to reserve a meeting time for the upcoming Tuesday afternoon. The pre-development meeting will be to discuss some of the following topics:

1) Discussion of the location and planned usage of the property to be developed.

2) If required, discussion of annexation procedures, if the property or parts of the property are located outside the City limits. The property is required to be within the extraterritorial jurisdiction of the City.

3) Determination as to whether the usage of the property complies with the current zoning of the property, or whether the property requires zoning or zoning amendments.

4) Review of water and wastewater requirements for the proposed development.

5) Review and discussion of the Escrow Agreement by and between the City and the Developer, which covers legal, administrative and engineering costs related to the development project.

6) Determination as to whether the development will be placed on the upcoming City Council agenda for approval of an escrow agreement.

CITY OF MONTGOMERY

DEVELOPMENT APPLICATION CHECKLIST

Name of Development: _____ Development No. _____

Type of Plat: [ ] Preliminary [ ] Replat [ ] Final [ ] Minor

[ ] Other _____

Item #	Item Description	Initials of City Representative	Date
1	Pre-Development Meeting		
2	Submit Service and Feasibility Application		
3	Enter Into and Fund Escrow Agreement		
4	Economic and Utility Feasibility Study by City		
5	Deposit of Additional Funds for Escrow Agreement		
6	Submit Annexation, Rezoning, or Variance Requests (as needed)		
7	Draft Preliminary Plat Submitted to City Engineer for Review		
8	Preliminary Plat Approved by City Engineer & Accepted by City		
9	Preliminary Plat - 10 paper copies and 1 PDF		
10	Plat fee: $_____		
11	Proof of ownership/Copy of Deed dated within 30 days of submission		
12	Tax certificate showing no taxes due (within last 30 days).		
13	Pre-Design Meeting with All City Entities		
14	Landscaping, Drainage, Lighting & Engineering plans approved by City Engineer & Accepted by City Council		
15	Building plans submitted and approved by Building Official		
16	Receive All Required Construction Permits		

Item #	Item Description	Initials of City Representative	Date
17	Connection to Public Utilities, Tap Fee Paid, & Impact Fee Paid (if applicable)		
18	Final Inspection Performed		
19	Final Punch List Items Addressed		
20	Final Plat approved by City Engineer & Accepted by City		
21	Final Plat - 1 Mylar Copy and 20 Paper Copies to City		
22	Electronic Files of Plans and Plat to Director of Planning & Development and City Engineer		
23	Maintenance Bonds Received		
24	Escrow Account Is in Good Standing		
25	Corporations must supply a letter of good standing from the State.		
26	Certificate of Acceptance from City Engineer		
27	Certificate of Occupancy*		
28	One-Year Warranty Inspection Performed		
29	Warranty Punch List Items Addressed		
30	Escrow Account Is in Good Standing		
31	Maintenance Bonds Released**		
32	Close Out Escrow Account		

*Items 1-26 must be complete before a Certificate of Occupancy will be granted.
**Items 28-31 must be complete before Maintenance Bonds are released.

City of Montgomery
Development Application

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

The City of Montgomery welcomes all development projects. To expedite the Development Review Phase of your project, we are requiring that you completely fill out this Development Application in its entirety. All the information will be reviewed to allow the timely processing of any and all aspects of your project.

A. GENERAL INFORMATION

1. Name of proposed development: _____

2. Name of Owner:_____

   Mailing Address: _____

   City/State/Zip: _____

   Telephone Number: _____ Fax Number: _____

   Cell Phone: _____ Email: _____

3. Name of registered Professional Land Surveyor:_____

   Firm Name & Registration No.: _____

   Mailing Address: _____

   City/State/Zip: _____

   Telephone Number: _____ Fax Number: _____

   Cell Phone: _____ Email: _____

4. Name of registered Professional Engineer:_____

   Firm Name & Registration No.: _____

   Mailing Address: _____

   City/State/Zip: _____

   Telephone Number: _____ Fax Number: _____

   Cell Phone: _____ Email: _____

B. DEVELOPMENT SPECIFICATIONS

1. General Location: Within City Limits? If no, within Extra-Territorial Jurisdiction (ETJ)?

If located in the ETJ:

Prior to platting of the property to be developed, annexation procedures will need to be pursued if the property or parts of the property as required by State law are within one half (1/2) mile of the corporate limits of the City of Montgomery, Texas and lying and being adjacent to and contiguous to the present corporate limits, and located within the extraterritorial jurisdiction of the City. The City of Montgomery does have Landowner Petitions for Annexation included in the Development Application.

Will Annexation be required: [ ] Yes [ ] No

2. Property Description:

a) Survey Name:_____

b) Abstract No.:_____

c) Total Acreage:_____

d) Current Zoning: _____

e) Number of Lots:_____ Number of Blocks:_____ Estimated Commercial Value:_____

f) Number of Streets:_____ Type:_____Public _____Private

g) Total Acreage in Other uses (any land within the boundaries of the plat that is not divided into lots): _____

h) Estimated Total Taxable Value: _____Land _____Improvements

i) Estimated Size(s) of Lots: _____

j) Estimated Value of House and Lot:_____

k) Water Capacity Requested:_____gpd Wastewater Capacity Requested:_____gpd

3. Certification

This is to certify that the information concerning the proposed development is true and correct, that I am the actual owner or authorized agent for the owner of the above described property, that prior to a request for any variance to the Montgomery Code of Ordinances, I will attend a pre-development meeting with the City Administrator and City Engineer concerning said variance request, and that I will comply with all of the City of Montgomery Code of Ordinances requirements for submitting a preliminary plat/variance request for approval.

_____ _____

Signature of Owner/Agent Date

Received by: _____ _____

Date

Please attach a metes and bounds description of the tract, land plan, conceptual plat, preliminary land plan, and location map, to the Application indicating proposed location of project and boundaries of subject tract. Applicant agrees that it shall notify the City if any of the above information (including ownership of the tract) should change during the Application process.

For City Use Only

Date Submitted: _____ Development Number: _____

Engineer's Recommendation:_____

Operator's Recommendation:_____

Is Annexation Required:_____

Amount of Deposit Paid:_____ Date Escrow Agreement Submitted:_____

Amount of Service Recommended:_____

Additional Capacity Required: Water _____ gpd Wastewater _____ gpd

Tap Fee _____Plan Review Fees _____ Inspection Fees _____ Impact Fee_____

Additional Considerations:_____

_____

_____

_____

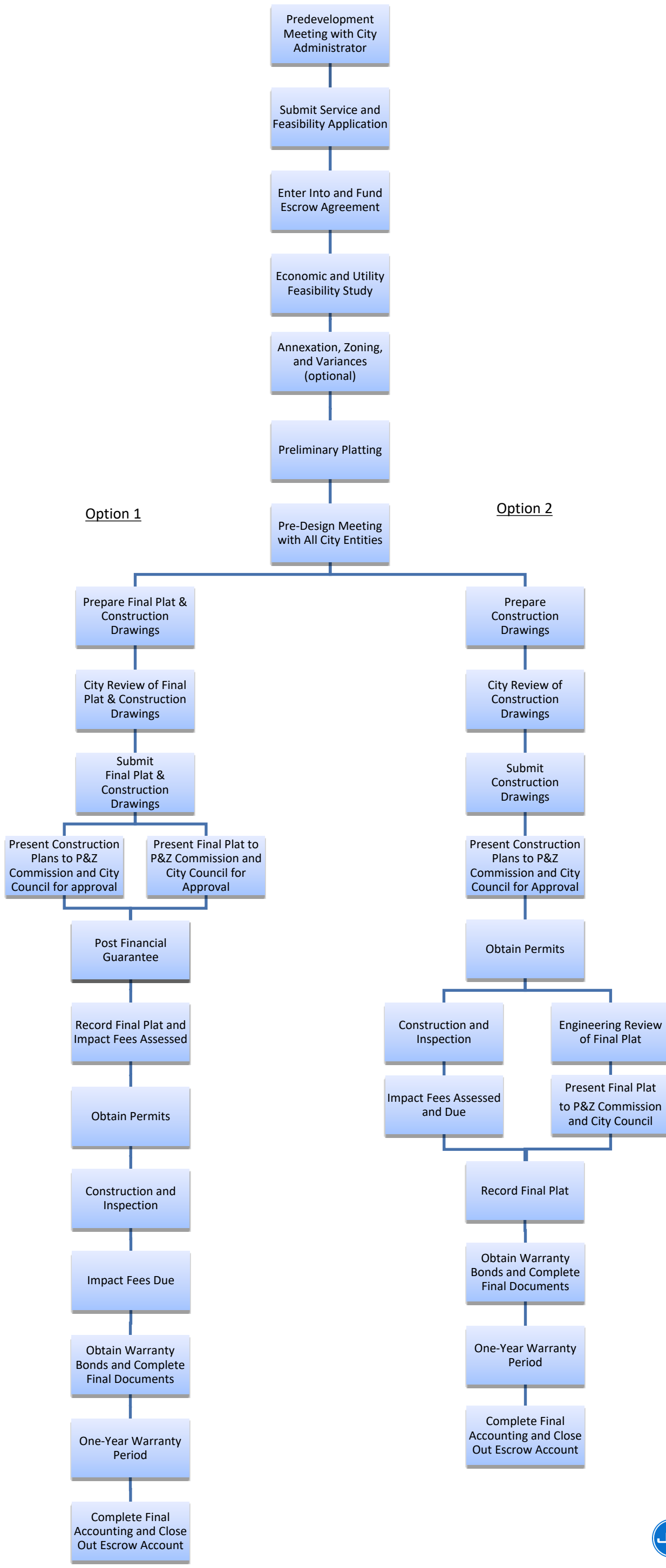
_____

_____

_____

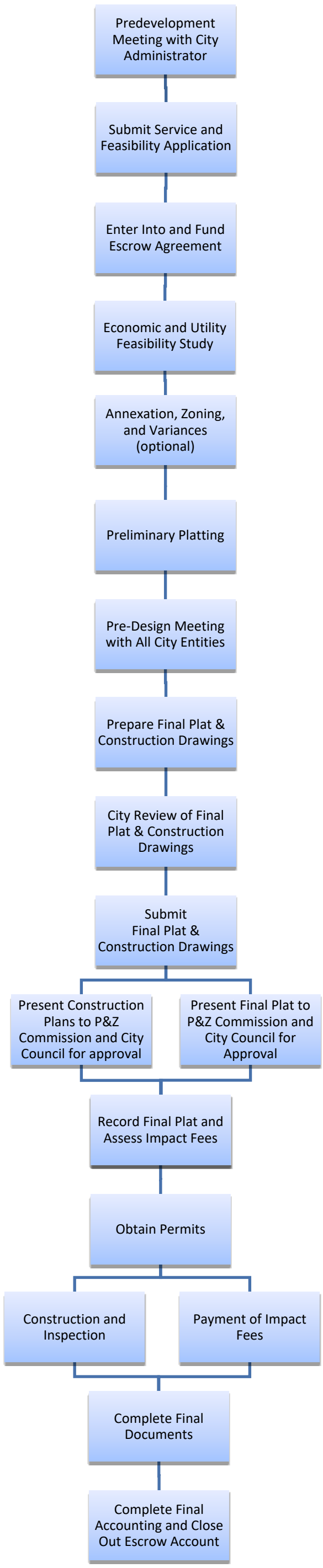
_____

City of Montgomery, Texas
New Development with Public Utilities Process Flow Chart

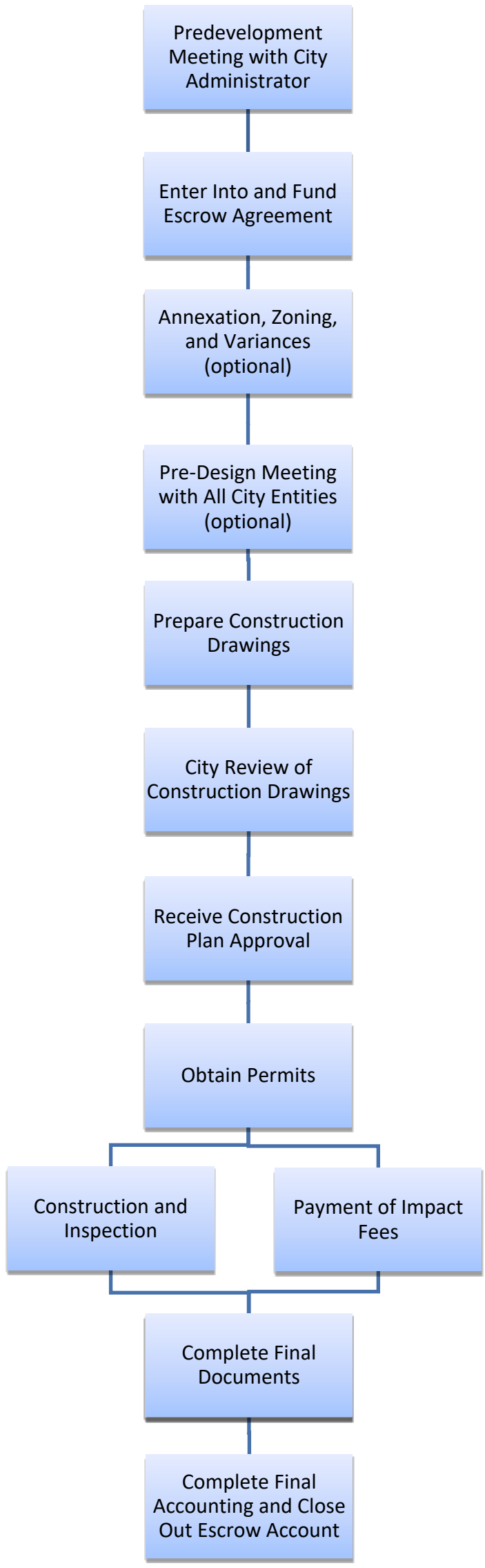


JONES|CARTER

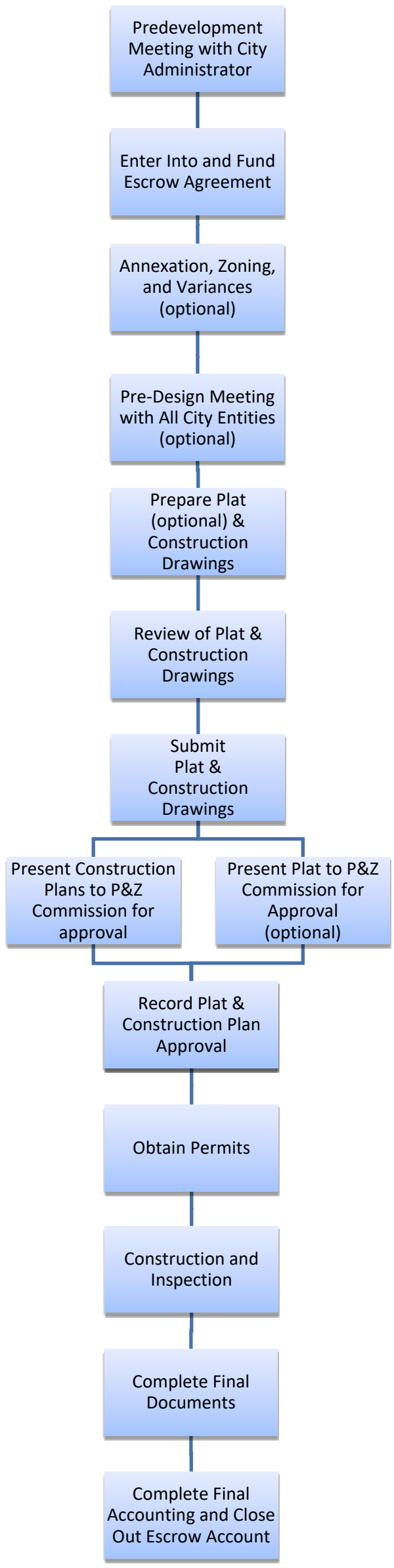
City of Montgomery, Texas
New Commercial & Multi-Family Development without Public Utilities Process Flow Chart



City of Montgomery, Texas
Commercial Redevelopment/Previously Platted Development Process Flow Chart

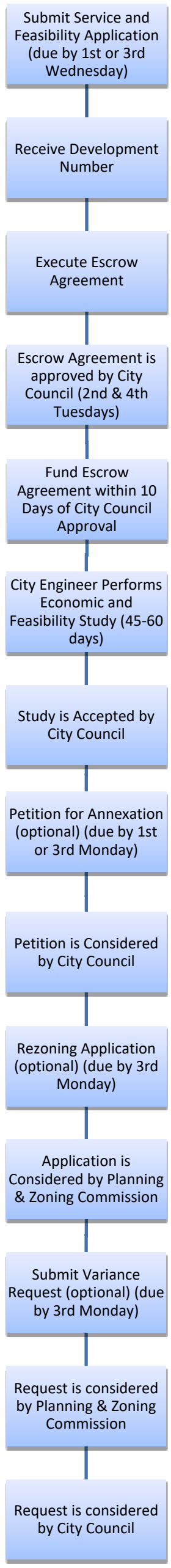


City of Montgomery, Texas
Historic District Development & Design Process Flow Chart



PRE-DESIGN REQUIREMENTS

City of Montgomery, Texas
Pre-Design Process Flow Chart



II. PRE-DESIGN REQUIREMENTS

A) Development Number:

1) The development number will be assigned by the City at the time of submitting the Development Application and must be used on all documentation including but not limited to: plans, plats, letters, emails with a City representative, etc.

B) Escrow Agreement

1) Upon receipt of the Development Application, the City will provide an Escrow Agreement within 7 days for review and signature by the Owner. Upon receipt of the executed Escrow Agreement, the Agreement will be placed on the upcoming City Council agenda for approval. The signed Agreement must be received no later than close of business on the 1st or 3rd Monday of each month to be placed on the upcoming City Council Agenda.

2) The funds initially deposited into the escrow account will cover expenses incurred by the City, City Engineer, and City Attorney to complete the Economic and Utility Feasibility Study. The minimum deposit for a Study is $5,000. The City Engineer will determine if additional funds are necessary depending on the proposed development's potential impact on existing infrastructure and the City's master plans. Fees included on the Fee Schedule are not covered by the escrow account and must be paid separately, unless indicated otherwise.

3) The Escrow account must be funded within 10 days of receiving Council approval based on the fee represented in the Agreement. If no Economic and Utility Feasibility Study is required, the full cost of development will be determined and included in the Escrow Agreement.

4) If at any time throughout the course of development the projected cost of engineering and attorney fees is greater than the remaining balance in the escrow account, the developer will be responsible for depositing additional funds, no less than 10% of the original deposit, before additional engineering and legal services are provided to the development. If the projected cost is greater than the remaining balance, the City will provide written justification for the additional deposit that is requested. Following final City acceptance of the development and all maintenance bonds (if any) are released, the balance remaining in the escrow account will be returned to the developer. The total amount shown in the Escrow Agreement is intended to be a "Not to Exceed" amount unless extenuating, unexpected fees are needed. The developer will be informed of the additional deposit amount in writing.

5) The developer will be notified on a monthly basis of any amount that is to be withdrawn from the escrow account for administrative, engineering, and legal services provided during the month.

C) Economic and Utility Feasibility Study

1) Upon Council approval and deposit of funds, the City Engineer will begin the Economic and Utility Feasibility Study required for the tract. This study is to determine how the tract can be served public utilities, what improvements will need to be made to the public system to accommodate the development, the economic benefit to the City, estimated costs for improvements outside the development and impact fees as applicable and identify potential obstacles to development. The study will also determine the additional escrow account deposit required for the remainder of the development. Completion of the study will take approximately 45-60 days from approval and receipt of funds. Following completion, the study will be placed on the upcoming City Council agenda for acceptance.

D) Annexation Petition Form

1) If the property to be developed is located outside the City Limits, the developer must petition for annexation using the Annexation Petition Form. The Form must be completed and submitted no later than close of business on the 1st or 3rd Monday of each month to be placed on the upcoming City Council Agenda. The Council must hold two (2) public hearings before coming to a decision regarding annexation of the tract.

E) Rezoning/Initial Zoning Application

1) If the property to be developed is not properly zoned for its proposed use or needs initial zoning following annexation, the developer must complete and submit the Zoning Application no later than the 3rd Monday of the month. The application will be considered at the upcoming Planning & Zoning Commission meeting, and must be submitted with the latest overall site plan for the property in order to be considered. The Commission must hold two (2) public hearings before coming to a decision regarding zoning of the tract. The City Council must hold one (1) public hearing before considering the Planning and Zoning Commission's recommendation and approving the rezoning.

F) Variance Request

1) If the proposed site plan or plat does not comply with City ordinances and design standards, a developer may request a variance from the ordinance in conflict with the design. The developer must complete the Variance Request Application and submit to the Director of Planning & Development no later than the 3rd Monday of the month. The application will be placed on the upcoming Planning & Zoning Commission and City Council Meeting Agendas for consideration.

2) A request for a variance that relates to Chapter 98 of the Code of Ordinance must be reviewed by the Zoning Board of Adjustment. The City Council currently serves as the Zoning Board of Adjustment. The developer must notify the Director of Planning & Development of the need for a zoning variance to initiate the variance process, which includes Public Hearings and mailed notifications as required by the Texas Local Government Code.

G) Tree Ordinance

1) A tree preservation plan must be submitted with all preliminary plats for new subdivisions or developments, per Sec. 78-166 of the Code of Ordinances.

H) Oversizing Lines

1) Cost of Oversizing

a) If the City requires a line size larger than necessary to serve the developer's property, the City will pay the difference between the cost of the line size, valves, fittings, etc., necessary to serve the developer's property and the line size, valves, fittings, etc., required by the City, per Sec. 90-105 of the Code of Ordinances.

2) Pro Rata Share with City

a) A pro rata share of the total cost of an extension shall be assessed to each property that seeks service from the extension, based on the projected equivalent single-family connection (ESFC) usage, per Sec. 90-105 of the Code of Ordinances.

3) Process of Reimbursement by Other Developers

a) If the developer can obtain the pro rata shares from some or all of the assessed property owners prior to the installation of the lines, the developer's costs will be reduced by that amount. Any customer requesting service who has not paid his pro rata share prior to the installation of the utility extension must pay the pro rata share in full plus an additional 15 percent to the City, per Sec. 90-105 of the Code of Ordinances.

I) Compensating Green Space Requirements

1) In instances where proposed lots have an area less than the minimum established by the planning and zoning commission (9,000 square feet), compensating open space will be required at a 1:1 ratio, per Sec. 78-95 of the Code of Ordinances.

J) Thoroughfare Plan

1) All designs must take into consideration the thoroughfare plan adopted by the City and the thoroughfare plan of Montgomery County, per Sec. 78-87 of the Code of Ordinances.

K) Impact Fees

1) Developments that accelerate the need for construction of improvements projects listed on the Capital Improvements Plan adopted by the City are subject to impact fees to offset the expense of infrastructure improvements placed upon the City, per Ordinance No. 2016-21. Impact fees are assessed at the recordation of the final plat and due prior to connection to the public water and sanitary sewer system.

L) Tap Fees

1) Residential

a) Charges will be made for every residential tap or connection to the city's sewer distribution system, including the cost of the meter and meter box. For connections of any size, the tapping fee will be a charge established by ordinance of the City, per Sec. 90-66 of the Code of Ordinances.

2) Non-Residential

a) If a tap is made for a commercial, institutional, or industrial consumer to the City's water or sanitary sewer system, the charge made for the tap will be the sum of the costs incurred by the City in providing the tap service. All tap charges are to be paid when application for the tap or connection is made, per Sec. 90-68 of the Code of Ordinances. If impact fees do not apply to the tract, the tap fee will be the cost of the tap plus two hundred percent (200%) of said cost.

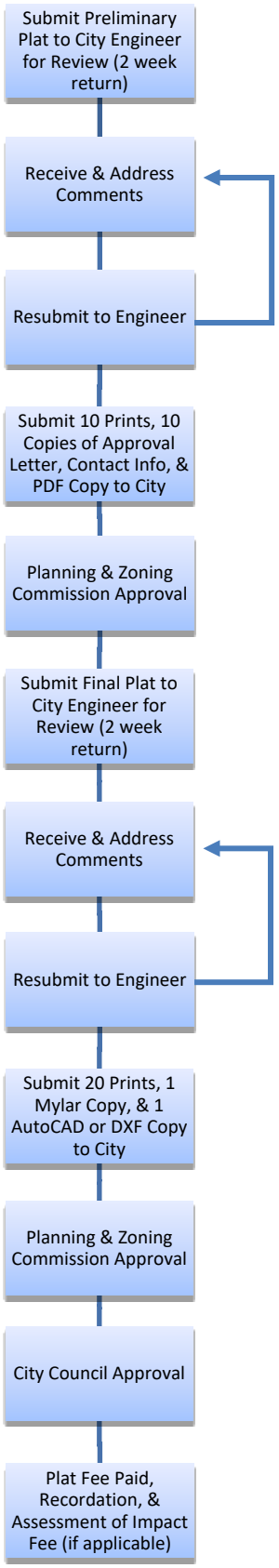
M) Fee Schedule

1) All fees assessed, with the exception of Impact Fees (Ord. No. 2016-21), will be listed in the Fee Schedule included in this handbook. This schedule is subject to revision on an annual basis by City Council Resolution. Developers will be responsible for all applicable fees listed in the Fee Schedule, unless otherwise exempt per previous agreement.

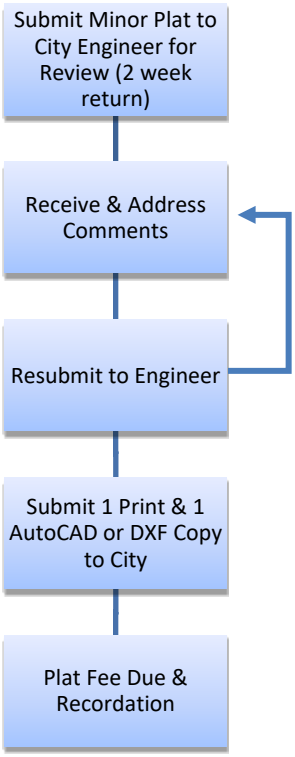
PLATTING

City of Montgomery, Texas
Platting Process Flow Chart

Preliminary & Final Plat



Minor Plat



III. PLATTING:

A) Preliminary Plat

1) *Required Contents.* Requirements for the contents of a preliminary plat are listed in Sec. 78-60 of the Code of Ordinances. Any plat found to not include all required contents will be subject to rejection and must be resubmitted for review by the City Engineer. All tax documents, including an original sealed certificate showing all taxes paid, dated within 30 days of submittal, and a certificate showing no liens placed against the property must be submitted with the plat.

2) *Process.* Preliminary plats should be submitted to the City Engineer for review and comment. Once all comments are addressed, the plat should be submitted to the City's Planning and Zoning Commission for review and approval. Ten legible prints of the original, along with ten copies of a letter of transmittal stating briefly the type of street surfacing, drainage, sanitary facilities and water supply proposed, and the name, address, email address and phone number of the owner and engineer or surveyor, a title letter or certificate, and one electronic copy of the plat (PDF format) must be provided.

3) *Submission Deadlines.* Preliminary plats must be submitted to the City Engineer for review at least 30 days in advance of the Planning and Zoning Commission meeting at which they will be considered. The final copies for approval must be submitted at least 10 days in advance of the Planning and Zoning Commission at which they will be considered. Final submission of the preliminary plat must include all items listed on the Preliminary Plat Submission Transmittal Form or may be subject to rejection or delays in processing.

4) *Plat Fee.* The fee shall be as currently established in Sec. 78-27 of the Code of Ordinances or as hereafter adopted by resolution of the City Council from time to time. Plat fees may be calculated using the Plat Fee Calculation Sheet, which must be included in the submission packet with payment of the fee.

B) Final Plat

1) *Required Contents.* Requirements for the contents of a final plat are listed in Sec. 78-61 of the Code of Ordinances. Any plat found to not include all required contents will be subject to rejection and must be resubmitted for review by the City Engineer. All tax documents and a certificate showing no liens placed against the property must be submitted with the plat.

2) *Process.* Final plats should be submitted to the City Engineer for review and comment. Once all comments are addressed, the plat should be submitted to the City's Planning and Zoning Commission for review and approval. The final plat should then be submitted to the City Council for review and approval. Ten legible prints of the original and one electronic copy (AutoCAD or DXF format) must be provided, per Sec. 78-61 of the Code of Ordinances.

3) *Submission Deadlines.* Final plats must be submitted to the City Engineer at least 30 days in advance of the Planning and Zoning Commission meeting at which they will be considered. The final copies for approval must be submitted at least 10 days in advance of the Planning and Zoning Commission at which they will be considered. Final submission of the preliminary plat must include all items listed on the Preliminary Plat Submission Transmittal Form or may be subject to rejection or delays in processing.

4) *Plat Fee/Fiscal Guarantee.* The fee shall be as currently established in Sec. 78-27 of the Code of Ordinances or as hereafter adopted by resolution of the City Council from time to time. The Developer shall submit a bond to the City in the amount of 100% of the construction cost of all planned development to take place on the platted property. The bond shall be released to the developer upon construction completion and acceptance by the City.

C) Minor Plats

1) Minor plats shall contain all the information required of final plats as set forth in this document and Sec. 78-62 of the Code of Ordinances. Minor plats shall be submitted to the City and may be approved and signed by the City Engineer and City Administrator.

D) Re-Plats

1) In addition to state law requirements as set out in Chapter 212 of the Texas Local Government Code, any replatting shall follow the final platting rules as set forth in this document and Sec. 78-63 of the Code of Ordinances. A public hearing is required as directed by the Texas Local Government Code.

E) Development Plats

1) Any person who proposes the development of a tract of land within the limits or extraterritorial jurisdiction of the City must have a development plat of the tract prepared in accordance with Sec. 78-64 of the Code of Ordinances and the applicable plans, rules or ordinances of the City.

Preliminary Plat Submission Transmittal Form

Date	Development No.
Attention	Mr. Dave McCorquodale
Re:	[Insert Plat Name]
The City of Montgomery	

To City of Montgomery

101 Old Plantersville Road

Montgomery, TX 77316

We are sending you:

☒ **Attached** ☐ **Under separate cover via** _____

The following items:

☐ **Shop drawings** ☒ **Prints** ☐ **Plans** ☐ **Samples**

☒ **Copy of letter** ☐ **Change Order** ☐ **Specifications**

☐ _____

Copies	Date	No.	Description
10			Prints of Preliminary Plat (folded)
10			Letter of Transmittal
1			Plat Fee Calculation Sheet
1			Preliminary Plat Fee

These are transmitted as checked below:

☐ **For approval** ☐ **No objections** ☐ **Resubmit** _____ **copies for approval**

☒ **For your use** ☐ **Objections noted** ☒ **Submit** 10 **copies for distribution**

☐ **For review and comment** ☐ **Returned for corrections** ☐ **Return** _____ **corrected prints**

☐ **As requested** ☐ _____

☐ **FOR BIDS DUE** _____ ☐ **PRINTS RETURNED AFTER LOAN TO US**

Remarks _____

_____

_____

_____

Signed _____

Final Plat/Replat Submission Transmittal Form

Date	Development No.
Attention	Mr. Dave McCorquodale
Re:	[Insert Plat Name]
The City of Montgomery	

To City of Montgomery

101 Old Plantersville Road

Montgomery, TX 77316

We are sending you:

☒ **Attached** ☐ **Under separate cover via** _____

The following items:

☐ **Shop drawings** ☒ **Prints** ☐ **Plans** ☐ **Samples**

☒ **Copy of letter** ☐ **Change Order** ☐ **Specifications**

☐ _____

Copies	Date	No.	Description
20			Prints of Final Plat/Replat (folded) (circle one)
20			Letter of Transmittal
1			Plat Fee Calculation Sheet
1			Final Plat/Replat Fee (circle one)
1			100% Fiscal Guarantee and Supporting Cost Estimate
1			Signed Mylars
1			Title Letter/Title Certificate (circle one)
1			Tax Certificate Showing All Taxes Paid

These are transmitted as checked below:

☐ **For approval** ☐ **No objections** ☐ **Resubmit** _____ **copies for approval**

☒ **For your use** ☐ **Objections noted** ☒ **Submit** 20 **copies for distribution**

☐ **For review and comment** ☐ **Returned for corrections** ☐ **Return** _____ **corrected prints**

☐ **As requested** ☐ _____

Remarks _____

_____

Signed _____

Minor/Amending Plat Submission Transmittal Form

Date	Development No.
Attention	Mr. Dave McCorquodale
Re:	[Insert Plat Name]
The City of Montgomery	

To City of Montgomery

101 Old Plantersville Road

Montgomery, TX 77316

We are sending you:

☒ **Attached** ☐ **Under separate cover via** _____

The following items:

☐ **Shop drawings** ☒ **Prints** ☐ **Plans** ☐ **Samples**
☒ **Copy of letter** ☐ **Change Order** ☐ **Specifications**

☐ _____

Copies	Date	No.	Description
1			Signed Mylar of Minor/Amending Plat (circle one)
4			Prints of Minor/Amending Plat (folded) (circle one)
4			Letter of Transmittal
1			Plat Fee Calculation Sheet
1			Minor/Amending Plat Fee (circle one)

These are transmitted as checked below:

☐ **For approval** ☐ **No objections** ☐ **Resubmit** _____ **copies for approval**
☒ **For your use** ☐ **Objections noted** ☒ **Submit** 4 **copies for distribution**
☐ **For review and comment** ☐ **Returned for corrections** ☐ **Return** _____ **corrected prints**
☐ **As requested** ☐ _____
☐ **FOR BIDS DUE** _____ ☐ **PRINTS RETURNED AFTER LOAN TO US**

Remarks _____

_____

_____

_____

Signed _____

Development Plat Submission Transmittal Form

Date	Development No.
Attention	Mr. Dave McCorquodale
Re:	[Insert Plat Name]
The City of Montgomery	

To City of Montgomery

101 Old Plantersville Road

Montgomery, TX 77316

We are sending you:

☒ **Attached** ☐ **Under separate cover via** _____

The following items:

☐ **Shop drawings** ☒ **Prints** ☐ **Plans** ☐ **Samples**

☒ **Copy of letter** ☐ **Change Order** ☐ **Specifications**

☐ _____

Copies	Date	No.	Description
1			Signed Mylar of Development Plat
4			Prints of Development Plat (folded)
4			Title Letter/Deed of Trust (circle one)
1			Plat Fee Calculation Sheet
1			Development Plat Fee

These are transmitted as checked below:

☐ **For approval** ☐ **No objections** ☐ **Resubmit** _____ **copies for approval**

☒ **For your use** ☐ **Objections noted** ☒ **Submit** 4 **copies for distribution**

☐ **For review and comment** ☐ **Returned for corrections** ☐ **Return** _____ **corrected prints**

☐ **As requested** ☐ _____

☐ **FOR BIDS DUE** _____ ☐ **PRINTS RETURNED AFTER LOAN TO US**

Remarks _____

_____

_____

_____

Signed _____

Plat Filing Fee
Calculation Sheet

Upon completion return calculation sheet with plat fee to Dave McCorquodale at Montgomery City Hall, 101 Old Plantersville Road, Montgomery, TX 77316

Please complete the information below corresponding to the type of plat you are submitting. Your calculation of the plat fee will be verified upon submittal to the City.

A. CONTACT INFORMATION

Plat Name: _____

Name of Development: _____

Development Number: _____

Name of Owner: _____

Mailing Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

Cell Phone: _____ Email: _____

Name of registered Professional Land Surveyor: _____

Firm Name & Registration No.: _____

Mailing Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

Cell Phone: _____ Email: _____

B. DEVELOPMENT INFORMATION

Number of Acres: _____ Number of Lots: _____

C. PRELIMINARY PLAT

1. $200.00 Base Fee……$200.00
2. $5.00/acre Additional Fee……$ 0
3. $5.00/lot Additional Fee……$ 0

Total Plat Fee Due (Sum of 1 and greater of 2 or 3):……$_____

D. FINAL, AMENDING, REPLAT, AND MINOR PLAT

1. $200.00 Base Fee……..…….…$200.00
2. $30.00/acre Additional Fee….……..……..$ 0
3. $8.00/lot Additional Fee……...……..$ 0

Total Plat Fee Due (Sum of 1 and greater of 2 or 3):…….…….....……..$_____

E. DEVELOPMENT PLAT

1. $200.00 Base Fee……..…….…$200.00
2. $5.00/acre Additional Fee…….……..$ 0

Total Plat Fee Due (Sum of 1 and 2):…….……..……..……..……..$_____

For City Use Only

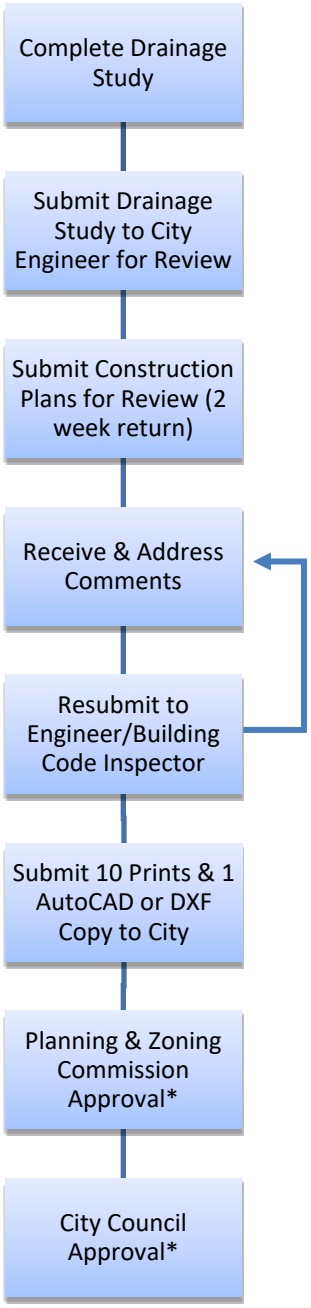
Amount Received: _____ Date Received: _____

Check Number: _____

Received by: _____ _____
Date

DESIGN

City of Montgomery, Texas
Design Process Flow Chart



*Commercial redevelopments and developments on previously platted properties that do not require a replat are not required to receive Planning & Zoning Commission and City Council approvals

IV. DESIGN

A) Drainage Study Requirements

1) All proposed developments must include a drainage study showing that the development is in compliance with Sec. 78-126 of the Code of Ordinances.

B) Construction Plans

1) Construction plans are to be designed in accordance with all relevant sections of the Code of Ordinances, unless otherwise authorized by approved variance (see Variance Requests). Construction plans must be in compliance with Secs. 78, 90, and 98 of the Code of Ordinances.

2) Elevations included in all engineering construction plans and surveys must be based upon the benchmark and known City monumentation utilized in the final plat and must be clearly displayed on the construction plans and survey, as outlined in Sec. 78-124 of the Code of Ordinances.

C) Tree Ordinance

1) All proposed developments must submit a tree preservation plan, per Sec. 78-175 of the Code of Ordinances.

D) Lighting Ordinance

1) All commercial developments must comply with the lighting requirements outlined in Secs. 18-56 – 62 of the Code of Ordinances.

E) Landscaping Ordinance

1) All commercial developments must comply with the landscaping requirements outlined in Sec. 18-135 of the Code of Ordinances.

F) Sign Requirements

1) All commercial developments must comply with the sign requirements outlined in Secs. 66-25 – 53 of the Code of Ordinances.

G) Storm Water Pollution Prevention Plan (SWPPP) Requirements

1) All construction plans involving the movement of existing soil must include a Storm Water Pollution Prevention Plan (SWPPP), and must be approved by the City Engineer. SWPPP must be installed prior to initiation of construction.

H) Design Criteria Manual

1) All construction plans must be designed in compliance with the City's Design Criteria Manual. Details included in construction plans are to be obtained from the Design Criterial Manual. A copy of the Manual can be obtained from the office of the City Secretary or on the City's Website.

I) Historic Preservation District

1) Proposed construction on properties located within the Historic Preservation District must comply with all rules and regulations stated in Chapter 98, Article VI of the Code of Ordinances, unless otherwise authorized by approved variance (see Variance Requests).

2) All permit applications for properties within the Historic District must be reviewed and approved by the

Planning & Zoning Commission, and must be submitted no later than the 4th Monday of the month to be placed on the upcoming agenda for consideration.

J) Plan Review & Approval by City Engineer

1) *Review Process.* Construction plans must be submitted to the City Engineer in PDF format for review and approval. Results of the review will be provided in writing. All comments must be addressed prior to receiving plan approval.

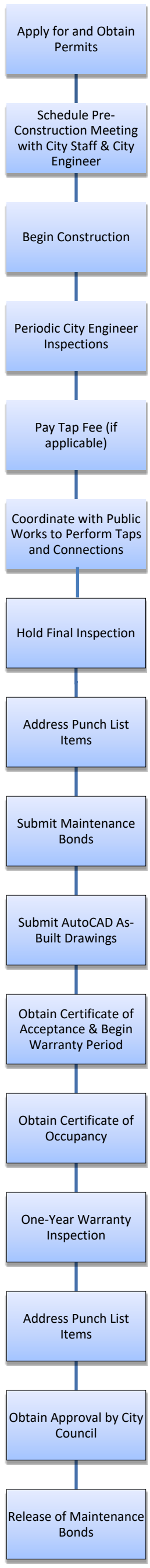
2) *Timeline.* The first submission of the plans for review will take approximately 2-3 weeks for the review to be completed. Subsequent reviews will take approximately 1-2 weeks to be completed. Approved plans for developments located within the Historic District will be submitted to both the Planning & Zoning Commission and the City Council for approval to be considered on the 1st Tuesday and 2nd Tuesday of the month, respectively.

K) Technical Code Review & Approval

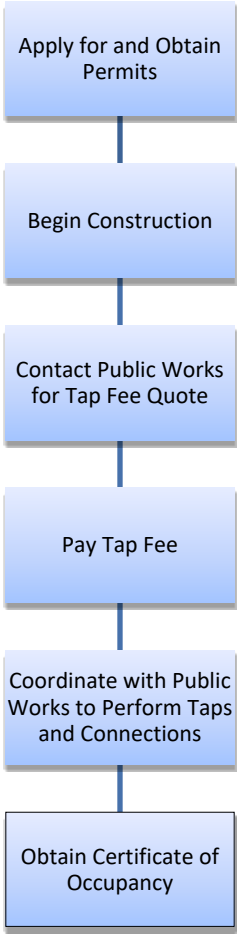
1) Construction plans must be designed in accordance with the International Codes listed in Sec. 18-21 of the Code of Ordinances. Plans must be reviewed and approved by the City Building Official. Two hard copies and one digital copy of the plans must be submitted to City Hall for review. Code Review Fees will not be included in the Escrow Agreement and must be paid separately.

CONSTRUCTION

City of Montgomery, Texas
Construction of Developments with Public Utilities Process Flow Chart



City of Montgomery, Texas
Construction of Developments without Public Utilities Process Flow Chart



V. CONSTRUCTION

A) Construction of Developments with Public Utilities

1) Construction may begin following City Engineer, Code Review, and City Council (as needed) approval of engineering plans, and following receipt of all necessary permits for construction (see Sec. VII. PERMITS). A pre-construction meeting must be scheduled prior to beginning construction. Required attendees include but are not limited to the City Engineer and/or a representative thereof, Contractor, Owner, and City of Montgomery Director of Public Works.

2) Inspections

   a) Public facilities are inspected and tested at the time of completion, immediately following completion of the tap to existing public facilities. All taps shall be performed by the City of Montgomery Public Works Department. Inspection of public facilities will be performed by the City Engineer or a representative thereof. Required attendees include but are not limited to the City Engineer and/or a representative thereof, Contractor, Owner, and City of Montgomery Director of Public Works.

   b) All landscaping and building inspections, both interior and exterior, will be completed prior to final acceptance by the City, and will be performed by the City of Montgomery Building Official. Required attendees include but are not limited to the City of Montgomery Building Official, Owner, and Contractor. Notify City at least 24 hours prior to inspection date to schedule Building Inspector.

3) Submittal of CAD As-Built drawings

   a) As-Built copies of the construction plans must be submitted in both PDF and .dwg format to the Director of Planning & Development and City Engineer within 14 days of the final inspection.

4) Submittal of Affidavit of Bills Paid

   a) Contractors must submit an affidavit of bills paid to the City. All bills must be paid prior to receiving the Certificate of Acceptance.

5) Financial Guarantee

   a) Contractors must submit a maintenance bond in the amount of 30% of the total construction cost of the development to the City. This maintenance bond will be held throughout the entirety of the first year following completion of the project.

   b) All corporations must provide a letter of good standing from the State to the City Secretary.

   c) Developers must be in good financial standing with the City, and must resolve any negative escrow account balances, including remaining anticipated costs prior to scheduling the pre-construction meeting.

6) Certificate of Acceptance

   a) Upon completion of all punch list items identified at the final inspection and confirmation from the City Engineer that all items have been addressed, the project will be submitted to City Council for acceptance. All punch list items must be complete prior to the 1st or 3rd Monday of the month to be placed on the upcoming City Council agenda for consideration.

7) Certificate of Occupancy

   a) Once items 1-26 on the Development Application Checklist have been approved, the Director of Planning & Development will issue the Certificate of Occupancy. No Certificates of Occupancy

will be granted if there are outstanding items on the Checklist, unless otherwise approved by the Director of Planning & Development.

B) Construction of Developments without Public Utilities

1) Construction may begin following receipt of City Engineer approval and all necessary permits for construction (see Sec. VII. PERMITS).

2) Inspections

a) All taps shall be performed by the City of Montgomery Public Works Department. Required attendees include but are not limited to the Owner and City of Montgomery Director of Public Works.

b) All landscaping and building inspections, both interior and exterior, will be completed prior to final acceptance by the City, and will be performed by the City of Montgomery Building Official. Required attendees include but are not limited to the City of Montgomery Building Official, Owner, and Contractor. Notify City at least 24 hours prior to inspection date to schedule Building Official.

3) Financial Standing

a) Developers must be in good financial standing with the City, and must resolve any negative escrow account balances, including remaining anticipated costs.

4) Certificate of Occupancy

a) Once all applicable items 1-26 on the Development Application Checklist have been approved, the Director of Planning & Development will issue the Certificate of Occupancy. No Certificates of Occupancy will be granted if there are outstanding items on the Checklist, unless otherwise approved by the Director of Planning & Development.

WARRANTY

VI. WARRANTY

A) Warranty Period

1) The one-year warranty period for the public portion of a development will commence the same day the development is accepted by the City Council, and will remain in effect for one calendar year. Upon completion of the warranty period, a final warranty inspection will be held to determine any repairs to be made at the expense of the contractor/developer. Required attendees include but are not limited to the City Engineer or a representative thereof, Contractor, Developer, and the City of Montgomery Director of Public Works. A punch list of repairs will be delivered to the contractor following the inspection, and must be completed and approved within 21 days of the final inspection by the City Engineer Field Project Representative.

B) Maintenance Bonds

1) The developer is responsible for ensuring the escrow account for the project is in good financial standing and there are no outstanding balances to be addressed. Upon confirmation from the Director of Planning & Development, the City Engineer will recommend release of all maintenance bonds and the City will assume full responsibility to the project. The City Council must authorize the release of all maintenance bonds and acceptance of the project.

2) Once maintenance bonds are released, it is the responsibility of the developer to close out the escrow account and retrieve any remaining funds previously deposited.

SUBMITTAL OF PERMIT PACKAGE

VII. SUBMITTAL OF PERMIT PACKAGE (FUTURE)

A) The City will issue the developer a permit package, to be completed prior to development and construction. Permits are to be obtained from City Hall, and a completed permit package must include the permit applications and the permit application fee for each permit, per the most current Fee Schedule. Fees assessed are on a per-permit basis.

B) The permit package will include the following permits:

1) Grading Permit Application (Future)

   a) This permit may be issued after the Planning and Zoning Commission has approved the preliminary plat.

2) Building Permit Application: After final plat approved by Council

   a) Two hard copies and one digital copy of complete building, mechanical, electrical, and plumbing plans are to be submitted to City Hall along with a completed permit application form. Plans must be no larger than 11" x 17".

   b) The Plan Review Fee is paid prior to the building plans being submitted to the City Building Official for review.

   c) Once the plans have been approved by the Building Official, once set is retained in the City files and one set is returned to the Developer.

   d) All contractors must be registered with the City. There is no registration fee.

3) Electric Permit Application

   a) The permit application form must be completed and submitted.
   b) A copy of the electrician's master license must be presented upon application.

4) Plumbing Permit Application

   a) The permit application form must be completed and submitted.
   b) A copy of the plumber's master license must be presented upon application.

5) Mechanical Permit Application

   a) The permit application form must be completed and submitted.
   b) A copy of the State license must be presented upon application.

6) The following Permit Application forms must be completed and submitted (as appropriate):

   a) Sign Permit

   b) Clearing Permit (Future)

   c) Structure Moving Permit

   d) Special Use Permit

   e) Alcohol Permit

   f) SWPPP Permit (Future)

   g) Floodplain Permit (Future)

FORMS/APPLICATIONS

LANDOWNER ANNEXATION PETITION

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF MONTGOMERY, TEXAS, A GENERAL LAW MUNICIPALITY:

The undersigned owner(s) of the hereinafter described tract of land, which is vacant and without residents, hereby petitions your Honorable Body to extend the present City limits so as to include as part of the City of Montgomery, Texas (Local government Code Section 43.028) as the following territory, to wit:

Property Description

(Metes and Bounds and Site Map)

Attached as Exhibit "A"

The undersigned certifies that the above described land is contiguous and adjacent to the City of Montgomery, is not more than one-half (1/2) mile in width, is vacant and without residents, and on which fewer than three qualified voters reside. The undersigned hereby waives any and all requirements for public hearing(s), as may be prescribed by law.

By: _____ By: _____

STATE OF TEXAS (

(

COUNTY OF MONTGOMERY (

Before me, the undersigned authority, on this day personally appeared _____, and known to me to be _____ and whose name is subscribed to the foregoing instrument in that capacity and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this_____day of _____, 20____.

_____

Notary Public, State of Texas

My Commission Expires: _____

Rezoning Application

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

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

Contact Information

Property Owner(s):_____

Address:_____

Zip Code:_____Phone:_____

Email Address:_____

Applicants:_____

Address:_____

Zip Code:_____Phone:_____

Email Address:_____

Parcel Information

Property Identification Number (MCAD R#):_____

Legal Description:_____

Street Address or Location:_____

Acreage:_____ Present Zoning:_____Present Land Use:_____

Proposed Zoning:_____ Proposed Land Use:_____

Is the proposed use in compliance with the Future Land Use Plan? ☐ YES ☐ NO

Additional Information

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

Signature:_____Date:_____

Signature:_____Date:_____

Signature:_____Date:_____

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

Date Received *Office Use*	

Additional Information

The following information must also be submitted:

[ ] Cover letter on company letterhead stating what is being asked. [

] Metes and Bounds.

[ ] All applicable fees and payments.

[ ] Copies of all deeds or a title opinion from a licensed attorney establishing current ownership of the property for which the zoning change is sought.

[ ] A site plan. If there are existing structures, parking, curb cuts and drainage they must be shown.

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

[ ] Payment of all Indebtedness Attributable to the subject property.

Public Hearings

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

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

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

Protests

If a protest against a proposed zoning change including PDD and SUP requests has been filed with the City Secretary, duly signed and acknowledged by the owners of twenty percent (20%) or more, either of the area of the land included in such a proposed change or those owners of property immediately adjacent to the subject property and extending two hundred feet (200) there from, such zoning change shall not become effective except by a three-fourths (3/4) vote of governing body in accordance with the provisions of Section 211.006 of the Texas Local Government Code.

Resubmission

Rezoning requests which have been heard and decided by the Council of the City of Montgomery may not be re-filed with the City for six (6) months after the date of such decision by the Council, absent a change in circumstances.

Rezoning requests for the same property to a different classification than the denied request may be re-filed prior to the expiration of six (6) months.

Special Use Permit

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

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

Contact Information

Property Owner(s):_____

Address:_____

Zip Code:_____Phone:_____

Email Address:_____

Applicants:_____

Address:_____

Zip Code:_____Phone:_____

Email Address:_____

Parcel Information

Type of Business:_____

Legal Description:_____

Street Address or Location:_____

Special Use Permit Request

Description of request:

Submission Information

This application is to be submitted to the City of Montgomery Director of Planning & Development:

City of Montgomery
101 Old Plantersville Road
Montgomery, Texas 77316

Additional Information

Date Application received by the City of Montgomery: _____

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

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

Signature:_____Date:_____

Signature:_____Date:_____

Signature:_____Date:_____

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

Date Received *Office Use*	

Public Hearings

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

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

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

Protests

If a protest against a proposed zoning change including PDD and SUP requests has been filed with the City Secretary, duly signed and acknowledged by the owners of twenty percent (20%) or more, either of the area of the land included in such a proposed change or those owners of property immediately adjacent to the subject property and extending two hundred feet (200) there from, such zoning change shall not become effective except by a three-fourths (3/4) vote of governing body in accordance with the provisions of Section 211.006 of the Texas Local Government Code.

Resubmission

Rezoning requests which have been heard and decided by the Council of the City of Montgomery may not be re-filed with the city for six (6) months after the date of such decision by the Council, absent a change in circumstances.

Rezoning requests for the same property to a different classification than the denied request may be re-filed prior to the expiration of six (6) months.

Alcoholic Beverage Permit

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

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

Contact Information

Property Owner(s):_____

Address:_____

Zip Code:_____Phone:_____

Email Address:_____

Applicants:_____

Address:_____

Zip Code:_____Phone:_____

Email Address:_____

Parcel Information

Type of Business:_____

Legal Description:_____

Street Address or Location:_____

Submission Information

Description of the type of TABC Liquor License applying for and hours of operation:

_____

This application is to be filed with the City of Montgomery City Secretary:

Attn: City Secretary
101 Old Plantersville Road
Montgomery, Texas 77316

The application must be submitted with the following:

- Cover letter of request on company letterhead
- A copy of the TABC application of liquor license.

The application must be submitted with a copy of the TABC application for liquor license and receipt for payment.

Each business that sells alcoholic beverages is required to also obtain a Beverage Permit from the City, which is renewed every two years when your State fees are paid. The fee for the Beverage Permit is one Half (1/2) of the State fee at each renewal.

Additional Information

Date Application received by the City Secretary: _____

Amount paid to the State:_____City Permit Fee (1/2 of the amount paid to the State):_____

Date Permit Issued: _____ Permit No. _____

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

The Special Use Permit is the first step. Each business that sells alcoholic beverages is required to also obtain a Beverage Permit from the City, which is renewed annually when your State fees are paid. The fee for the Beverage Permit is one half (1/2) of the State fee.

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

Signature:_____Date:_____

Signature:_____Date:_____

Signature:_____Date:_____

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

Date Received *Office Use*	

Public Hearings

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

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

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

Protests

If a protest against a proposed zoning change including PDD and SUP requests has been filed with the City Secretary, duly signed and acknowledged by the owners of twenty percent (20%) or more, either of the area of the land included in such a proposed change or those owners of property immediately adjacent to the subject property and extending two hundred feet (200) there from, such zoning change shall not become effective except by a three-fourths (3/4) vote of governing body in accordance with the provisions of Section 211.006 of the Texas Local Government Code.

Resubmission

Rezoning requests which have been heard and decided by the Council of the City of Montgomery may not be re-filed with the city for six (6) months after the date of such decision by the Council, absent a change in circumstances.

Rezoning requests for the same property to a different classification than the denied request may be re-filed prior to the expiration of six (6) months.

Variance Request Application

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

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

Contact Information

Property Owner(s):_____

Address:_____Zip Code:_____

Email Address:_____Phone:_____

Applicants:_____

Address:_____

Email Address:_____Phone:_____

Parcel Information

Property Identification Number (MCAD R#):_____

Legal Description:_____

Street Address or Location:_____

Acreage:_____ Present Zoning:_____Present Land Use:_____

Variance Request

Applicant is requesting a variance from the following:

City of Montgomery Ordinance No.:_____Section(s):_____

Ordinance wording as stated in Section ( ):

_____

_____

_____

_____

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

_____

_____

_____

Signatures

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

Signature:_____Date:_____

Signature:_____Date:_____

Signature:_____Date:_____

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

Additional Information

The following information must also be submitted:

[ ] Cover letter on company letterhead stating what is being asked. [ ]

A site plan.

[ ] All applicable fees and payments.

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

Date Received *Office Use*	

Public Hearings

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

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

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

Finding of Undue Hardship

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

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

Factors not Considered

A variance shall not:

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

Miscellaneous Fee Schedule

Public Works and Community Development Department

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

Plat (Amending, Development, Minor, Preliminary, Final, Replat, Vacating)

- Plat Review $750

Zoning (Special Use Permit, Variance, Rezoning, Planned Development Districts, Text Amendment), all items requiring Public Hearing(s).

- Zoning Amendment* ..... $500 plus time and materials
- Legal Review ..... $200 plus time and materials
- Engineer Review (if applicable) ..... $200 plus time and materials

*Any change in original application requiring a new posting of a public hearing will be an additional $1,000.

Development Agreements

- Citv Template
  City Fee $500
  Legal Review & Engineer Review (if applicable)..... Time and materials (from escrow)

- Custom Agreement Drafted by Applicant
  Review Fee $500
  Legal Review & Engineer Review (if applicable).....Time and materials (from escrow)

Encroachment Agreement (Any & All)

- Application Fee $500
- Legal Review & Engineer Review (if applicable).....Time and materials (from escrow)

Special Exceptions (Signs)

- Special Exception Fee $500
- Legal Review & Engineer Review (if applicable).....Time and materials (from escrow)

Special Called Planning and Zoning Commission Meeting (Expedited process at the applicant's request)

- Special Meeting $1,000
- Legal Review & Engineer Review (if applicable).....Time and materials (from escrow)

Annexation Agreements

- Application Fee $1000
- Legal Review & Engineer Review (if applicable).....Time and materials (from escrow)

Recordation Fee

- City Fee ….....$500
- Legal Review & Engineer Review (if applicable).....Time and materials (from escrow)

Copy of City Maps

- Ledger (11 X 17)..... $2.50
- Arch C (18 X 24)..... $5.00
- Arch D (24 X 36)..... $10.00
- Arch E (36 X 48)..... $15.00

*Custom map sizes are available and are priced based on their proximity to the preceding scale, plus $1.00 per sheet.
-All original fees will cover two reviews of submitted information. Each review thereafter that will be 50% of the original fee. Shipping and Handling charges may apply.

Permits……..……$150 plus time and materials

Development Permits: (Site Development)

1. Clearing-Tree Ordinance
2. Fill/Excavation/Grading
3. Storm Water Pollution Prevention (SWPP)
4. Site Work
    a. Onsite water, sanitary, storm, paving, dry utilities
    b. Offsite utilities ext.
5. Landscaping
6. Driveway
7. Site-Electrical
8. Fire Code
9. Signs/Monuments

Subdivision Permits: (Subdivision)

1. Clearing-Tree Ordinance
2. Fill/Excavation/Detention
3. Storm Water Pollution Prevention (SWPP)
4. Signs/Monuments
5. Landscaping
6. Utilities-Wet (water, sanitary, storm)
7. Utilities-Dry (separate permit per entity)
8. Street/Road Connection
9. Landscaping/Monument/Irrigation
10. Street Lighting

Penalties for No Permit

1. 1st Offense…….……..…….……...…….….…$1000
2. 2nd Offense……...…….…$2000
3. Each Subsequent Offense…….……..…….…..$3000

Date of Adoption: _____

ESCROW AGREEMENT

BY AND BETWEEN

THE CITY OF MONTGOMERY, TEXAS,

AND

xxxxxxx

Dev. No. xxxx

THE STATE OF TEXAS э

COUNTY OF MONTGOMERY э

This Escrow Agreement, is made and entered into as of the _____ day _____, 20__ 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 xxxxxxxxxxxxxx, a _____ Corporation, (hereinafter called the "Developer").

RECITALS

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

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

AGREEMENT

ARTICLE I

SERVICES REQUIRED

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

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

ARTICLE II

FINANCING AND SERVICES

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

Administrative	$XXX
City Engineer	$XXX
Legal	$XXX
TOTAL	$XXX

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

Section 2.03 The total amount shown above for the Escrow Fund is intended to be a "Not to Exceed" amount unless extenuating, unexpected fees are needed. Examples of extenuating circumstances created by the developer that may cause additional fees include, but are not limited

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

ARTICLE III,

MISCELLANEOUS

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

Section 3.02 If either party is rendered unable, wholly or in part, by *force majeure* to carry out any of its obligations under this Escrow Agreement, then the obligations of such party, to the extent affected by such *force majeure* and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the *force majeure* relied upon, the party whose contractual

obligations are affected thereby shall give notice and full particulars of such *force majeure* relied upon to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "*force majeure*," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage, or accidents to machinery, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

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

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

Section 3.05 Any notice, communication, request, reply or advice (hereafter referred to as "notice") herein provided or permitted to be given, made, or accepted by either party to the other (except bills) must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail in the manner herein above described shall be conclusively deemed to be

effective, unless otherwise stated in this Escrow Agreement, from and after the expiration of seven (7) days after it is so deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purpose of notice, the addresses of the parties shall, until changed as hereinafter provided, by as follows:

If to City, to:	Director of Planning & Development City of Montgomery 101 Old Plantersville Rd. Montgomery, Texas 77316
If to Developer, to:	_____ _____ _____

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

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

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

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

Section 3.09 The provisions of this Escrow Agreement are severable, and if any

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

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

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

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

CITY OF MONTGOMERY, TEXAS

By:_____
Sara Countryman, Mayor

ATTEST:

By:_____
Susan Hensley, City Secretary

_____
Developer

By: _____
Signature

Title: _____

STATE OF TEXAS {

COUNTY OF MONTGOMERY {

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20__.

_____
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_____, _____ of _____, a _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated and as the act and deed of said organization.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20__.

_____
Notary Public, State of Texas

ESCROW AGREEMENT

BY AND BETWEEN

THE CITY OF MONTGOMERY, TEXAS,

AND

xxxxxxx

Dev. No. xxxx

THE STATE OF TEXAS ∋

COUNTY OF MONTGOMERY ∋

This Escrow Agreement, is made and entered into as of the _____ day _____, 20__ 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 xxxxxxxxxxxxxx, a _____ Corporation, (hereinafter called the "Developer").

RECITALS

WHEREAS, the Developer desires to acquire and develop all or part of a xxxxxxxxxxxx sometimes referred to as the xxxxxxxxxx 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 xxxxxx Tract will require the City to utilize its own personnel, its professionals and consultants; and the Escrow Fund will be used to reimburse the City its costs associated with these services.

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

ARTICLE II

FINANCING AND SERVICES

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

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

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

until the Escrow Amount has been deposited.

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

ARTICLE III,

MISCELLANEOUS

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

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

Section 3.03 This Escrow Agreement is subject to all rules, regulations and laws which

may be applicable by the United States, the State of Texas or any regulatory agency having jurisdiction.

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

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

If to City, to:	Director of Planning & Development City of Montgomery 101 Old Plantersville Rd. Montgomery, Texas 77316
If to Developer, to:	_____ _____ _____

The parties shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address by at least fifteen

(15) days written notice to the other party.

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

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

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

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

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

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

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

CITY OF MONTGOMERY, TEXAS

By:_____
Sara Countryman, Mayor

ATTEST:

By:_____
Susan Hensley, City Secretary

_____
Developer

By:_____
Signature

Title: _____

STATE OF TEXAS {

COUNTY OF MONTGOMERY {

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20__.

_____
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_____, _____ of _____, a _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated and as the act and deed of said organization.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20__.

_____
Notary Public, State of Texas

Bond No. _____

PERFORMANCE BOND

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

THAT _____ of the City of _____, County of Montgomery, and State of Texas, as PRINCIPAL, and _____ are authorized under the Laws of the State of Texas to act as SURETY on bonds for PRINCIPALS, as SURETY, are held and firmly bound unto **City of Montgomery, Texas** as OWNER, in the penal sum of _____ dollars and __ cents ($_____) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their officers, directors, shareholders, partners, successors and assigns, jointly and severally, pursuant to the following:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the ____ day of _____, 20__, for construction of:

_____ Improvements
to serve
City of Montgomery, Texas

which contract is hereby referred to and make a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications thereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or the work to be performed thereunder, or the plans, specifications or drawings accompanying same.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the _____ day of _____, 20__.

_____	_____
Principal	Surety
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
(SEAL)	(SEAL)

The name and address of the Resident Agent of Surety is:

_____

_____

The name, mailing address, physical address and telephone number, including the area code, of the Surety to which any notice of claim should be sent:

_____

_____

_____

_____

Bond No. _____

PAYMENT BOND

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

THAT _____ of the City of _____, County of _____, and State of Texas, as PRINCIPAL, and _____ are authorized under the Laws of the State of Texas to act as SURETY on bonds for PRINCIPALS, as SURETY, are held and firmly bound unto **City of Montgomery, Texas** as OWNER, in the penal sum of _____ dollars and ___ cents ($_____) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their officers, directors, successors and assigns, jointly and severally, pursuant to the following:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the ____ day of _____, 20__, for construction of:

_____ Improvements
to serve
City of Montgomery, Texas

which contract is hereby referred to and make a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to it or to a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or the work to be performed thereunder, or the plans, specifications or drawings accompanying same.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the _____ day of _____, 20__.

_____	_____
Principal	Surety
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
(SEAL)	(SEAL)

The name and address of the Resident Agent of Surety is:

_____

_____

The name, mailing address, physical address and telephone number, including the area code, of the Surety to which any notice of claim should be sent:

_____

_____

_____

_____

Bond No. _____

MAINTENANCE BOND

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

THAT _____ of the City of _____, County of _____, and State of Texas, as PRINCIPAL, and _____ is/are authorized under the Laws of the State of Texas to act as SURETY on bonds for PRINCIPAL, as SURETY, are held and firmly bound unto **City of Montgomery, Texas** as OWNER, in the penal sum of _____ dollars and __ cents ($_____) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their officers, directors, successors and assigns, jointly and severally, pursuant to the following:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the ____ day of _____, 20__, for construction of:

_____ Improvements
to serve
City of Montgomery, Texas

which contract is hereby referred to and make a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said PRINCIPAL shall perform regular maintenance and shall repair, replace and restore any and all defects for work provided in said Contract for a period of one (1) year from the date of acceptance of said work from defects in materials furnished by, or workmanship of the contractor or subcontractor performing the work covered by said contract, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Section 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the _____ day of _____, 20__.

_____	_____
Principal	Surety
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
(SEAL)	(SEAL)

The name and address of the Resident Agent of Surety is:

_____

_____

The name, mailing address, physical address and telephone number, including the area code, of the Surety to which any notice of claim should be sent:

_____

_____

_____

_____