



City of Montgomery City Council Regular Meeting Agenda

September 22, 2025 at 6:00 PM
Montgomery City Hall – Council Chambers
101 Old Plantersville Rd. Montgomery, TX 77316

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held on **Monday, September 22, 2025 at 6:00 PM** at the City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas.

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

OPENING AGENDA

1. Call Meeting to Order.
2. Invocation.
3. Pledges of Allegiance.

PUBLIC FORUM

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

CONSENT AGENDA

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

- 4.** Consideration and possible action on a Resolution calling for a Public Hearing to be held on October 14, 2025, on an application by Cruz Real Estate Ventures LLC for a Special Use Permit at 22205 FM 1097 (WATERSTONE ON LAKE CONROE 01 LOT RES A-2) for a restaurant with accessory drive-through service.
- 5.** Consideration and possible action authorizing the Mayor to execute any and all documents necessary for the City of Montgomery to participate in the Purdue Direct Settlement Agreement.
- 6.** Consideration and possible action authorizing the Mayor to execute any and all documents necessary for the City of Montgomery to participate in the Secondary Manufacturers Settlement Agreement.
- 7.** Consideration and possible action of an Ordinance of the City Council of the City of Montgomery, Texas, granting a rezoning request to Lone Star Cowboy Church, related to 58.952-acre Tract 1 located in the Zacharias Landrum Survey, Abstract 22.
- 8.** Consideration and possible action of an Ordinance of the City Council of the City of Montgomery, Texas, granting a rezoning request to BCS Capital, LLC (Dev. No. 2415), related

to 11.084 acres of the Tract 2-G, John Corner Survey, Abstract 8 currently zoned PD Planned Development and B Commercial.

PUBLIC HEARING

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

REGULAR AGENDA

All items on the Regular Agenda are for discussion and/or action.

- 9.** Consideration and possible action on the acceptance of the Old Plantersville Waterline project and enter into the One-Year Warranty as of June 3, 2025, and authorize the City Administrator to sign the Certificate of Acceptance.
- 10.** Consideration and possible action on the Final Plat for Legacy Grove Section 1 (Dev. No. 2409).
- 11.** Consideration and possible action authorizing the Mayor to sign the Consent to Encroachment by and between the City of Montgomery and the Developer ("1000 Foster Drive LLC") (Dev. No. 2208).
- 12.** Consideration and possible action on the acceptance of the Engineer's Recommendation of AR Turnkey Construction Co., Inc. to complete the Construction Services related to the College Street Drainage Repair project.
- 13.** Consideration and possible action on formally ending the one-year warranty period and releasing the maintenance bond on the Buffalo Springs Drive Roadway Improvement project.
- 14.** Consideration and possible action on a variance request related to the required parking for the multi-family development by BCS Capital (Dev. No. 2415).
- 15.** Consideration and possible action on a three-year agreement to outsource professional installation services to enhance holiday lighting for Christmas in Montgomery.
- 16.** TABLED 09/09/2025: Consideration and possible action on the request for the creation of a full-time new position for a Parks & Recreation Program Coordinator & Event Organizer.

COUNCIL INQUIRY

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

CLOSING AGENDA

- 17.** Items to consider for placement on future agendas.
- 18.** Adjourn.

The City Council for the City of Montgomery reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices), and 551.087 (Deliberation regarding Economic Development Negotiations).

I, Ruby Beaven, certify that this notice of meeting was posted on the website and bulletin board at City Hall of the City of Montgomery, Texas, a place convenient and readily accessible to the general public at all times. This notice was posted at said locations on the following date and time: **September 16, 2025 by 5:00 PM.** and remained so posted continuously for at least three business days preceding the scheduled time of said meeting.

/s/ Ruby Beaven

City Secretary

This public notice was removed from the official posting board at the Montgomery City Hall on the following:

Date: _____ Time: _____

By: _____
City Secretary's Office
City of Montgomery, Texas

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

Montgomery City Council
AGENDA REPORT

Meeting Date: 09/22/2025	Budgeted Amount: NONE
Department: Planning and Zoning	Prepared By: Corinne Tilley

Subject

Consideration and possible action on a Resolution calling for a Public Hearing to be held on October 14, 2025, on an application by Cruz Real Estate Ventures LLC for a Special Use Permit at 22205 FM 1097 (WATERSTONE ON LAKE CONROE 01 LOT RES A-2 for a restaurant with accessory drive-through service.

Recommendation

Based on the requirements outlined in Section 98-27 of the City Code of Ordinances, staff find no objection to calling the public hearing.

Discussion

In accordance with Section 98-27 of the City Code of Ordinances, any application for a special use permit must undergo a public hearing conducted by the City Council prior to its adoption. A notice of the hearing must be published, with the hearing scheduled no earlier than 15 days from the date of publication.

Sec. 98-27. - Special use permits.

- (a) The city council, by an affirmative four-fifths vote, may by ordinance grant a special permit for special uses in any district, for those uses listed under "CC" in the table of permitted uses in [section 98-88](#), or which are otherwise not expressly permitted by this chapter, and may impose appropriate conditions and safeguards, including a specified period of time for the permit, to protect property and property values in the neighborhood. A special use permit may be revoked or canceled by the city council upon violation of any permit granted. Before authorization of any of such special uses, the request therefor shall be referred to the planning and zoning commission for study and report concerning the effect of the proposed use on the comprehensive plan and on the character and development of the neighborhood. A public hearing shall be held in relation thereto before the city council, and notice and publication of the time and place for which shall conform to the procedure prescribed in subsection (b) of this section.
- (b) A public hearing shall be held by the city council before adopting any proposed special use permit. Notice of such hearing shall be given by publication one time in a newspaper of general circulation in the city stating the time and place of hearing, which time shall not be earlier than 15 days from the date of publication.

Attached is the Planning and Zoning Commission recommendation memo for your reference.

Approved By

City Administrator	Brent Walker	09/15/2025
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CITY OF MONTGOMERY

101 Old Plantersville Road
Montgomery, TX 77316
Tel: 936-597-6434
Fax: 936-597-6437

September 3, 2025

Mayor Countryman
City Council Members

RE: Planning and Zoning Commission Recommendation

Mayor and City Council Members,

On September 2, 2025, the City of Montgomery Planning and Zoning Commission ("the Commission") considered the request for a special use permit for a restaurant with accessory drive-through service located at 22205 FM 1097 (legal description: WATERSTONE ON LAKE CONROE 01 LOT RES A-2), pursuant to Section 98-27(a) of the City of Montgomery Code of Ordinances ("the Code"):

Sec. 98-27. – Special use permits.

- (a) The city council by an affirmative four-fifths vote, may by ordinance grant a special permit for special uses in any district, for those uses listed under "CC" in the table of permitted uses in [section 98-88](#), or which are otherwise not expressly permitted by this chapter, and may impose appropriate conditions and safeguards, including a specified period of time for the permit, to protect property and property values in the neighborhood. A special use permit may be revoked or canceled by the city council upon violation of any permit granted. Before authorization of any of such special uses, the request therefor shall be referred to the planning and zoning commission for study and report concerning the effect of the proposed use on the comprehensive plan and on the character and development of the neighborhood.

Upon thorough review of the request with the supporting information, the Commission recommends, to the City Council, approval of the request for special use permit for a restaurant with accessory drive-through service located at 22205 FM 1097 (legal description: WATERSTONE ON LAKE CONROE 01 LOT RES A-2), subject to the following condition:

- Upon any change in ownership of the property, this permit shall expire. The new property owner must apply for and receive approval for a new Special Use Permit to continue the approved use.

The proposed use is consistent with the comprehensive plan and is not anticipated to negatively impact the character or development of the surrounding neighborhood.

The motion passed with a vote of 3-1 (1-absent).

Respectfully,

Corinne Tilley
Code Enforcement Officer
Planning/Zoning Administrator

RESOLUTION NO. 2025 - XX

A RESOLUTION CALLING FOR A PUBLIC HEARING ON AN APPLICATION BY CRUZ REAL ESTATE VENTURES LLC FOR A SPECIAL USE PERMIT AT 22205 FM 1097 (WATERSTONE ON LAKE CONROE 01 LOT RES A-2) FOR A RESTAURANT WITH ACCESSORY DRIVE THROUGH SERVICE.

WHEREAS, the applicant – Crus Real Estate Ventures LLC, requests the City of Montgomery to consider granting a Special Use Permit at 22205 FM 1097 (WATERSTONE ON LAKE CONROE 01 LOT RES A-2) for a restaurant with accessory drive-through service; and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, and Section 98-27 of the Montgomery City Code, a public hearing must precede any zoning change or grant of a special use permit; **NOW, THEREFORE**,

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

Section 1: **THAT** the facts set forth in the preamble above are true and correct.

Section 2: **THAT** the City Council has received an application for a Special Use Permit by Cruz Real Estate Ventures LLC.

Section 3: **THAT** a public hearing to consider whether to grant the application for a Special Use Permit at 22205 FM 1097 (WATERSTONE ON LAKE CONROE 01 LOT RES A-2) for a restaurant with accessory drive-through service shall be held on October 14, 2025 at 6:00 p.m. in the City Council Chambers of City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, TX 77316.

Section 4: **THAT** notice of the public hearing shall be published one time, in a newspaper of general circulation in the City, at least fifteen days prior to the date of the hearing stating the time and place of the hearing.

PASSED, ADOPTED, AND APPROVED this 22nd day of September 2025, at a Regular Meeting of the City Council of the City of Montgomery.

CITY OF MONTGOMERY, TEXAS

Sara Countryman, Mayor

ATTEST:

Ruby Beaven, City Secretary

Montgomery City Council

AGENDA REPORT

Meeting Date: September 22, 2025	Budgeted Amount: N/A
Department: Administration	Prepared By: Maryann Carl

Subject

Consideration and possible action authorizing the Mayor to execute any and all documents necessary for the City of Montgomery to participate in the Purdue Direct Settlement Agreement.

Recommendation

Staff recommends approval to authorize the participation of the City of Montgomery, Texas, in the Purdue Direct Settlement Agreement; and authorizing the Mayor to execute any and all documents necessary to participate in the settlement.

Discussion

The City of Montgomery, Texas adopted Resolution 2023-04 approving the allocation of any and all opioid settlement funds within the State of Texas resulting from the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet. The City of Montgomery must submit the Subdivision Participation Form for the Purdue Settlement no later than September 30, 2025 to participate.

Subdivision participation is strongly encouraged, for the following reasons:

- First, the amounts to be paid under the Settlement, while insufficient to abate the epidemic fully, will contribute to allowing Texas and its local governments to commence with meaningful change designed to curb opioid addiction, overdose, and death, following on the Distributors and Johnson & Johnson/Janssen settlements from 2021, the Teva and Endo settlements from 2022, the Mallinckrodt bankruptcy settlement in 2023, and the Allergan, CVS, Walmart, and Walgreens settlements from 2023;
- Second, time is of the essence. The opioid epidemic continues to devastate communities around the country, and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities as soon as possible; and
- Third, you know first-hand the effects of the opioid epidemic on your community. Funds from this settlement will be used to commence abatement of the crisis and provide relief to your citizens while litigation and settlement discussions proceed against numerous other defendants in the opioid industry.

Approved By

City Administrator	Brent Walker	Date: 9/16/2025
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New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Montgomery city, TX
Reference Number: CL-1751568

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Texas, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become

effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for the Purdue Settlement the same as they did for the prior opioids settlements but states may choose to treat the Purdue Settlement differently.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created. You may also visit the Texas Attorney General's Office website at <https://www.texasattorneygeneral.gov/globalopioidsettlement> for information.

How to return signed forms:

Please note that the Texas Attorney General's Office is collecting the executed *Participation Form* differently from prior opioid settlements. There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact opioidsparticipation@rubris.com and/or opioids@oag.texas.gov if you have any questions.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Office of the Texas Attorney General at opioids@oag.texas.gov.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

EXHIBIT K
Subdivision Participation and Release Form

Governmental Entity: Montgomery city	State: TX
Authorized Signatory: Sara Countryman, Mayor	
Address 1: 101 Old Plantersville Rd	
Address 2:	
City, State, Zip: Montgomery	Texas 77316
Phone: 936-597-6434	
Email: scountryman@ci.montgomery.tx.us	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Montgomery City Council AGENDA REPORT

Meeting Date: September 22, 2025	Budgeted Amount: N/A
Department: Administration	Prepared By: Maryann Carl

Subject

Consideration and possible action authorizing the Mayor to execute any and all documents necessary for the City of Montgomery to participate in the Secondary Manufacturers Settlement Agreement.

Recommendation

Staff recommends approval to authorize the participation of the City of Montgomery, Texas, in the Secondary Manufacturers Settlement Agreement; and authorizing the Mayor to execute any and all documents necessary to participate in the settlement.

Discussion

The City of Montgomery, Texas adopted Resolution 2023-04 approving the allocation of any and all opioid settlement funds within the State of Texas resulting from the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet. The City of Montgomery must submit the Subdivision Participation Form for the Secondary Manufacturers Settlement no later than October 8, 2025 to participate.

Subdivision participation is strongly encouraged, for the following reasons:

- First, the amounts to be paid under the Settlement, while insufficient to abate the epidemic fully, will contribute to allowing Texas and its local governments to commence with meaningful change designed to curb opioid addiction, overdose, and death, following on the Distributors and Johnson & Johnson/Janssen settlements from 2021, the Teva and Endo settlements from 2022, the Mallinckrodt bankruptcy settlement in 2023, and the Allergan, CVS, Walmart, and Walgreens settlements from 2023;
- Second, time is of the essence. The opioid epidemic continues to devastate communities around the country, and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities as soon as possible; and
- Third, you know first-hand the effects of the opioid epidemic on your community. Funds from this settlement will be used to commence abatement of the crisis and provide relief to your citizens while litigation and settlement discussions proceed against numerous other defendants in the opioid industry.

Approved By

City Administrator	Brent Walker	Date: 9/16/2025
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New National Opioids Settlement: Secondary Manufacturers
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Montgomery city, TX
Reference Number: CL-1773885

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: October 8, 2025

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("*Settling Defendants*"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because Texas is participating in the Secondary Manufacturers Settlements.

If a state is not eligible to or does not participate in the settlement with a particular manufacturer, the subdivisions in that state are not eligible to participate in that manufacturer's settlement.

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.

The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also

reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements but states may choose to treat this settlement differently.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created. You may also visit the Texas Attorney General's Office website at <https://www.texasattorneygeneral.gov/globalopioidsettlement> for information.

This *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

How to return signed forms:

Please note that the Texas Attorney General's Office is collecting the executed *Participation Form* differently from prior opioid settlements. There are three methods for returning the executed *Combined Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line *Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID]*.

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/additional-settlements/>. You may also contact opioidsparticipation@rubris.com and/or opioids@oag.texas.gov if you have any questions.

The sign-on period for subdivisions ends on October 8, 2025.

If you have any questions about executing the *Combined Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Texas Attorney General's Office at opioids@oag.texas.gov.

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.

EXHIBIT K**Secondary Manufacturers' Combined Subdivision Participation and Release Form**
("Combined Participation Form")

Governmental Entity: Montgomery city	State: TX
Authorized Official: Sara Countryman, Mayor	
Address 1: 101 Old Plantersville Rd	
Address 2:	
City, State, Zip: Montgomery	Texas 77316
Phone: 936-597-6434	
Email: scountryman@co.montgomery.tx.us	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void **only as to** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Montgomery City Council
AGENDA REPORT

Meeting Date: 09/22/2025	Budgeted Amount: NONE
Department: Administration	Prepared By: Corinne Tilley

Subject

Consideration and possible action of an Ordinance of the City Council of the City of Montgomery, Texas, granting a rezoning request to Lone Star Cowboy Church, related to 58.952-acre Tract 1 located in the Zacharias Landrum Survey, Abstract 22.

Recommendation

Staff recommend the approval of an Ordinance granting a rezoning request to Lone Star Cowboy Church, related to 58.952-acre Tract 1 located in the Zacharias Landrum Survey, Abstract 22.

Discussion

Notice of a public hearing was duly given and published as required by law, public hearing was held on September 9, 2025, at 6:00 p.m. in the Montgomery City Hall – Council Chambers, 101 Old Plantersville Road, Montgomery, Texas. All persons desiring to be heard were heard on or in connection with the application and request for rezoning.

The report and recommendation from the Planning and Zoning Commission of the City of Montgomery by Bill Simpson, indicated that the Commission recommended the approval of the referenced application for a specific use permit, a copy of which report and recommendation is attached as Exhibit “A,” of the Ordinance.

Staff recommend the rezoning request to Lone Star Cowboy Church to rezone the subject property from a mix of R1 Single-family Residential, B Commercial, and I institutional to B Commercial and I institutional zones. The purpose of this change is to match the existing land use of the property; a place of worship and associated ministry activities.

Approved By

City Administrator	Brent Walker	Date: 09/15/2025
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ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, GRANTING A REZONING REQUEST TO LONE STAR COWBOY CHURCH, RELATED TO 58.952-ACRE TRACT 1 LOCATED IN THE ZACHARIAS LANDRUM SURVEY, ABSTRACT 22

WHEREAS, in accordance with *Chapter 98, Zoning*, of the *Code of Ordinances of the City of Montgomery, Texas*, Chapter 211.007 of the *Texas Local Government Code*, and upon approval of a report and recommendation from the Planning and Zoning Commission of the City of Montgomery, Texas, the City Manager of the City of Montgomery, Texas scheduled a public hearing on Tuesday, September 9, 2025, at 6:00 p.m. in the Montgomery City Hall – Council Chambers, 101 Old Plantersville Road, Montgomery, Texas, on an application and request for rezoning submitted by Lone Star Cowboy Church, to rezone the subject property from a mix of R1 Single-family Residential, B Commercial, and I institutional to B Commercial and I institutional zones; and

WHEREAS, notice of said public hearing having been duly given and published as required by law, said public hearing was held on September 9, 2025, at 6:00 p.m. in the Montgomery City Hall – Council Chambers, 101 Old Plantersville Road, Montgomery, Texas. All persons desiring to be heard were heard on or in connection with the application and request for rezoning as herein described; and

WHEREAS, the report and recommendation from the Planning and Zoning Commission of the City of Montgomery (“Commission”), prepared in the form of a memorandum by Bill Simpson, indicated that the Commission recommended the approval of the referenced application for a specific use permit, a copy of which report and recommendation is attached hereto and marked Exhibit “A.”; and

WHEREAS, the City Council of the City of Montgomery, Texas, has duly received the report and recommendation of the Commission and has been fully informed as to the facts and circumstances of the application as submitted.

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

SECTION 1. **THAT** the recitals contained herein are found to be true and correct.

SECTION 2. **THAT** the rezoning request is hereby granted to Lone Star Cowboy Church to rezone the subject property from a mix of R1 Single-family Residential, B Commercial, and I institutional to B Commercial and I institutional zones. The purpose of this change is to match the existing land use of the property; a place of worship and associated ministry activities.

SECTION 3. **THAT** the rezoning as granted herein shall be subject to any additional restrictions and limitations as are from time to time imposed by the City Council of the City of Montgomery, Texas.

SECTION 4. **THAT** this Ordinance shall be effective immediately upon its passage and adoption.

PASSED AND APPROVED by the City Council of the City of Montgomery, Texas on the ____ day of _____, 2025.

CITY OF MONTGOMERY, TEXAS

Sara Countryman, Mayor

ATTEST:

Ruby Beaven, City Secretary

Exhibit A

Report and Recommendation from the Planning and Zoning Commission

DRAFT



CITY OF MONTGOMERY

101 Old Plantersville Road
 Montgomery, TX 77316
 Tel: 936-597-6434
 Fax: 936-597-6437

August 5, 2025

TO: Mayor and City Council

FROM: Planning and Zoning Commission

Final Report on Proposed Amendment to Zoning District Boundary

Pursuant to Section 211.007 of the Texas Local Government Code, the Planning and Zoning Commission (P&Z) of the City of Montgomery submits this Final Report regarding the proposed amendment to the zoning district boundary for the subject property: 58.952-acre Tract 1 located in the Zacharias Landrum Survey, Abstract 22.

The Lone Star Cowboy Church has requested to rezone the subject property from a mix of R1 Single-family Residential, B Commercial, and I Institutional to B Commercial and I Institutional. The purpose of this change is to match the existing land use of the property; a place of worship and associated ministry activities.

In accordance with the Texas Local Government Code, the P&Z held a public hearing on August 5, 2025, following proper notice to property owners.

The P&Z reviewed the proposed amendment based on the city's comprehensive plan and zoning regulations. The P&Z finds that the proposed change is consistent with the goals of the comprehensive plan and will not adversely affect surrounding properties.

Planning and Zoning Commission found:

- Lone Star Cowboy Church has operated on this site for a long time and the rezoning would formalize the institutional use.
- Rezoning the R1 Single-family Residential district to the I Institutional would support the church's continued role in serving the community and ensures the zoning reflects its current use.
- The current split zoning creates issues in permitting and compliance. Consolidating the zoning simplifies the process and ensures future improvements or expansions on the property are reviewed consistently.
- Rezoning the property reduces the potential for conflicting land use interpretations.

Final Report on Proposed Amendment to Zoning District Boundary
Page 2
August 5, 2025

By a vote of 4 – 0 (1 absent), the Planning and Zoning Commission hereby presents this final report and recommendation. The Planning and Zoning Commission recommends approval of the proposed zoning amendment and respectfully submits this final report to the City Council for consideration.

I, Bill Simpson, Chairman of the Montgomery Planning and Zoning Commission, certify this final report to be true and correct to the best of my knowledge.

A handwritten signature in black ink, appearing to read "Bill Simpson", is written over a horizontal line.

Bill Simpson
Chairman
Planning and Zoning Commission



Rezoning Application

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

Item 7.

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

Contact Information

Property Owner(s): Lone Star Cowboy Church

Address: 21627 Eva Street, Montgomery, Texas

Zip Code: 77356

Phone: 936-597-5742

Email Address: darla@lonestar.tv

Applicants: L Squared Engineering

Address: 3307 W Davis St, Conroe, Texas

Zip Code: 77304

Phone: 936-647-0420

Email Address: jpayne@l2engineering.com

Parcel Information

Property Identification Number (MCAD R#): 287352

Legal Description: Tract 1, 1-A, 42, and 45-B of the Zacharias Landrum Survey, Abstract 22

Street Address or Location: 21627 Eva Street, Montgomery, Texas 77356

Acreage: 59.05 Present Zoning: Residential Present Land Use: Religious Institution

Proposed Zoning: Institutional Proposed Land Use: Religious Institution

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: Darla Weaver

Date: 5-29-25

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



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

May 29, 2025

City of Montgomery
C/o Lone Star Cowboy Church
101 Old Plantersville Road
Montgomery, TX 77316

RE: Re-Zoning Request for Lone Star Cowboy Church

The subject tract of land (MCAD ID No. 287352) is currently made up of commercial, institutional, and residential zones according to the City of Montgomery's current zoning map. The current proposed additions would add buildings and pavement for the church in the current residential zoning. This request is to re-zone all portions of the residential zoning within the overall tract to that of institutional to match the existing land use of the property. Through this re-zone, we also request that the commercial zoning along the frontage remain as its current zoning since it will remain undeveloped and outside of the limits of the new proposed development.

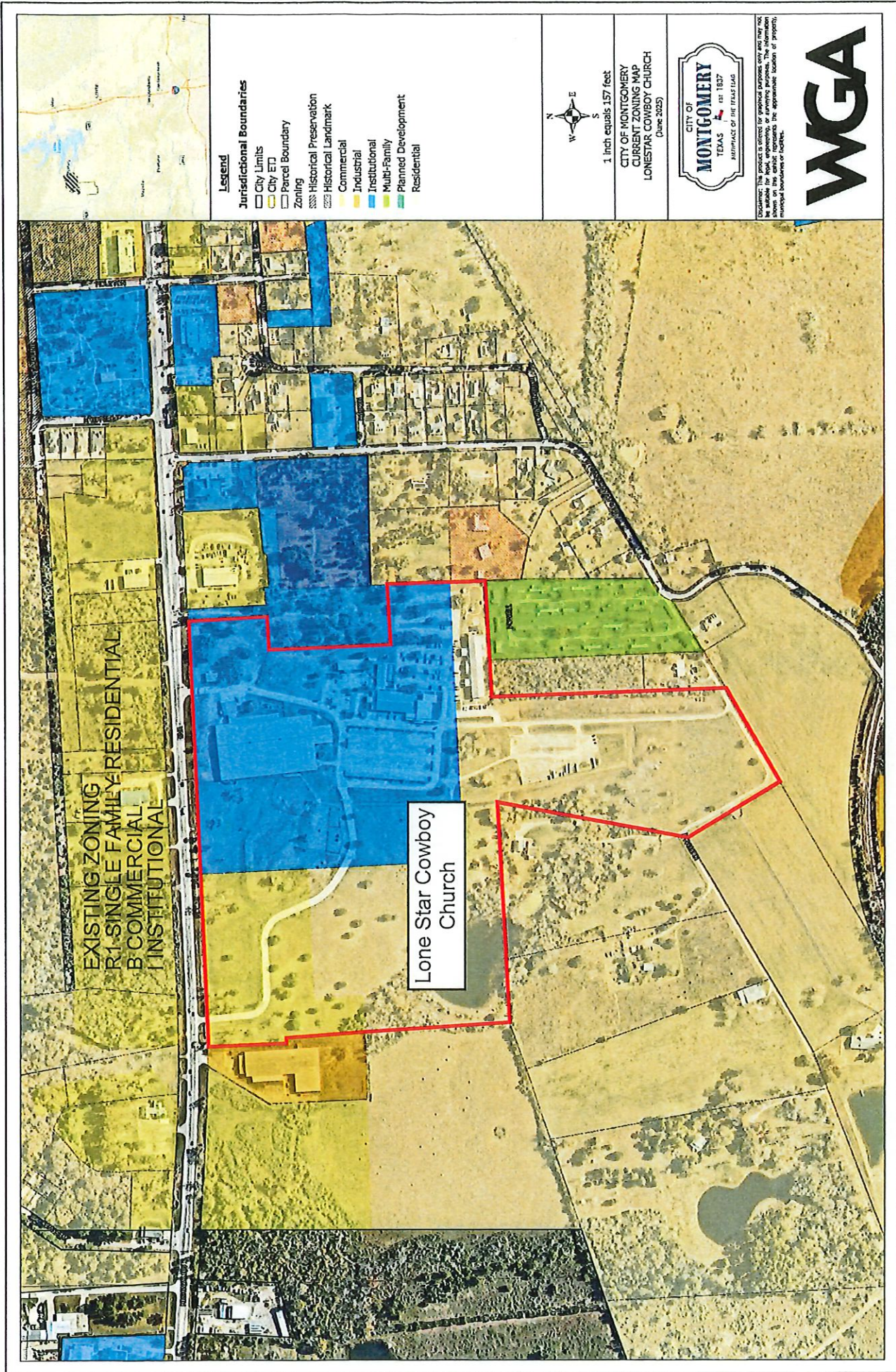
We feel this rezoning request will help bring the current property into compliance with its existing usage and will also allow some flexibility for future improvements. Please feel free to contact me at 936-647-0420 if you have any questions or concerns.

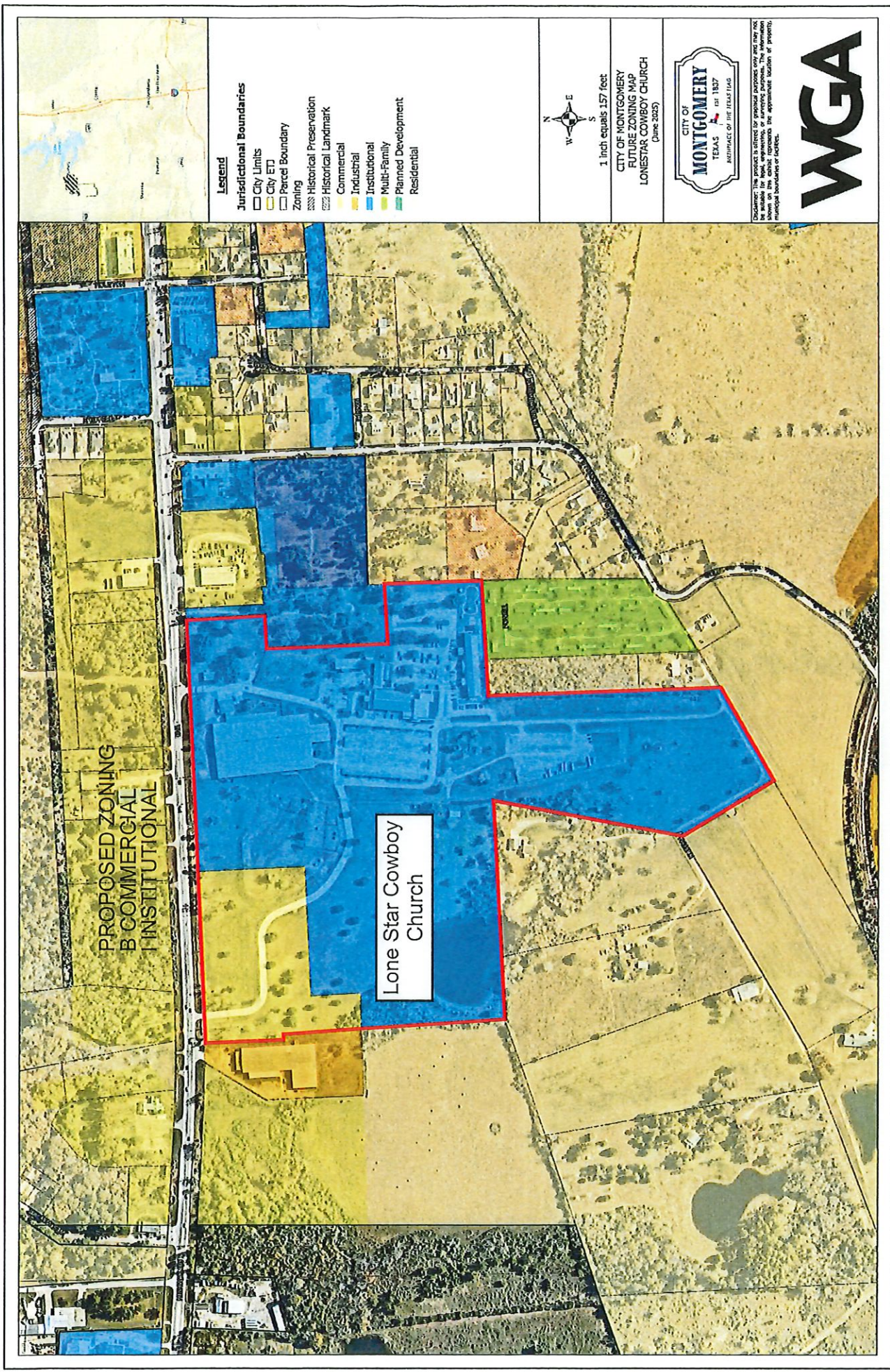
Thank you,

Jonathan Payne, PE
L Squared Engineering
936-647-0420
Jpayne@L2engineering.com

Attachments: Rezoning Request Application, Site Plan, Property Deeds







Montgomery City Council
AGENDA REPORT

Meeting Date: 09/22/2025	Budgeted Amount: NONE
Department: Administration	Prepared By: Corinne Tilley

Subject

Consideration and possible action of an Ordinance of the City Council of the City of Montgomery, Texas, granting a rezoning request to BCS Capital, LLC (Dev. No. 2415), related to 11.084 acres of the Tract 2-G, John Corner Survey, Abstract 8 currently zoned PD Planned Development and B Commercial.

Recommendation

Staff recommend granting a rezoning request to BCS Capital, LLC (Dev. No. 2415), related to 11.084 acres of the Tract 2-G, John Corner Survey, Abstract 8

Discussion

Notice of a public hearing was duly given and published as required by law, public hearing was held on September 9, 2025, at 6:00 p.m. in the Montgomery City Hall – Council Chambers, 101 Old Plantersville Road, Montgomery, Texas. All persons desiring to be heard were heard on or in connection with the application and request for rezoning.

The report and recommendation from the Planning and Zoning Commission of the City of Montgomery by Bill Simpson, indicated that the Commission recommended the approval of the referenced application for rezoning, a copy of which report, and recommendation is attached with the Ordinance and marked Exhibit “A,”.

Staff recommend the rezoning request be granted to BCS Capital, LLC, to reduce the multifamily development area from approximately 12.15 acres to 11.084 acres, shifting the remaining portion back to commercial zoning, in general conformance with the application submitted by BCS Capital, LLC.

Approved By

City Administrator	Brent Walker	Date: 09/15/2025
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ORDINANCE NO. 2025-XX**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, GRANTING A REZONING REQUEST TO BCS CAPITAL, LLC (DEV. NO. 2415), RELATED TO 11.084 ACRES OF THE TRACT 2-G, JOHN CORNER SURVEY, ABSTRACT 8 CURRENTLY ZONED PD PLANNED DEVELOPMENT AND B COMMERCIAL**

WHEREAS, in accordance with *Chapter 98, Zoning of the Code of Ordinances of the City of Montgomery, Texas, Chapter 211.007 of the Texas Local Government Code*, and upon approval of a report and recommendation from the Planning and Zoning Commission of the City of Montgomery, Texas, the City Manager of the City of Montgomery, Texas scheduled a public hearing on Tuesday, September 9, 2025, at 6:00 p.m. in the Montgomery City Hall – Council Chambers, 101 Old Plantersville Road, Montgomery, Texas, on an application and a rezoning request submitted by BCS Capital, LLC, to reduce the multifamily development area from approximately 12.15 acres to 11.084 acres, shifting the remaining portion back to commercial zoning; and

WHEREAS, notice of said public hearing having been duly given and published as required by law, said public hearing was held on September 9, 2025, at 6:00 p.m. in the Montgomery City Hall – Council Chambers, 101 Old Plantersville Road, Montgomery, Texas. All persons desiring to be heard were heard on or in connection with the application and request for rezoning as herein described; and

WHEREAS, the report and recommendation from the Planning and Zoning Commission of the City of Montgomery (“Commission”), prepared in the form of a memorandum by Bill Simpson, indicated that the Commission recommended the approval of the referenced application for rezoning, a copy of which report, and recommendation is attached hereto and marked Exhibit “A.”; and

WHEREAS, the City Council of the City of Montgomery, Texas, has duly received the report and recommendation of the Commission and has been fully informed as to the facts and circumstances of the application as submitted.

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

SECTION 1. **THAT** the recitals contained herein are found to be true and correct.

SECTION 2. **THAT** the rezoning request is hereby granted to BCS Capital, LLC, to reduce the multifamily development area from approximately 12.15 acres to 11.084 acres, shifting the remaining portion back to commercial zoning, in general conformance with the application submitted by BCS Capital, LLC.

SECTION 3. **THAT** the rezoning as granted herein shall be subject to any additional restrictions and limitations as are from time to time imposed by the City Council of the City of Montgomery, Texas.

SECTION 4. **THAT** this Ordinance shall be effective immediately upon its passage and adoption.

PASSED AND APPROVED by the City Council of the City of Montgomery, Texas on the 22nd day of September, 2025.

CITY OF MONTGOMERY, TEXAS

Sara Countryman, Mayor

ATTEST:

Ruby Beaven, City Secretary

Exhibit A

Report and Recommendation from the Planning and Zoning Commission

DRAFT



CITY OF MONTGOMERY

101 Old Plantersville Road
Montgomery, TX 77316
Tel: 936-597-6434
Fax: 936-597-6437

August 5, 2025

TO: Mayor and City Council

FROM: Planning and Zoning Commission

Final Report on Proposed Amendment to Zoning District Boundary

Pursuant to Section 211.007 of the Texas Local Government Code, the Planning and Zoning Commission (P&Z) of the City of Montgomery submits this Final Report regarding the proposed amendment to the zoning district boundary for the subject property: 11.084 acres of the Tract 2-G, John Corner Survey, Abstract 8.

BCS Montgomery LLC has requested to rezone the subject property from PD Planned Development and B Commercial to R2 Multifamily Residential. The purpose of this change is to match the proposed/intended use of the property; multifamily.

In accordance with the Texas Local Government Code, the P&Z held a public hearing on August 5, 2025, following proper notice to property owners.

The P&Z reviewed the proposed amendment based on the city's comprehensive plan and zoning regulations. The P&Z finds that the proposed change is consistent with the goals of the comprehensive plan and will not adversely affect surrounding properties.

Planning and Zoning Commission found:

- Rezoning the land to R2 Multifamily Residential would expand housing choices for current and future residents of the City of Montgomery.
- The Multifamily zoning supports the city's growth without increasing its footprint and encourages higher density in the area.
- The Multifamily development may be a good transition between commercial, institutional and residential uses.
- Multifamily housing near commercial would support the vision for walkability. The residents will be within walking distance of shops, services, and employment opportunities

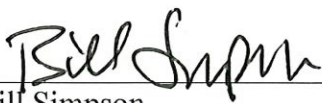
Final Report on Proposed Amendment to Zoning District Boundary

Page 2

August 5, 2025

By a vote of 4 – 0 (1 absent), the Planning and Zoning Commission hereby presents this final report and recommendation. The Planning and Zoning Commission recommends approval of the proposed zoning amendment and respectfully submits this final report to the City Council for consideration.

I, Bill Simpson, Chairman of the Montgomery Planning and Zoning Commission, certify this final report to be true and correct to the best of my knowledge.



Bill Simpson

Chairman

Planning and Zoning Commission



Rezoning Application

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

Item 8.

Item 10.

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

Contact Information

Property Owner(s): BCS Montgomery LLC
Address: 5847 San Felipe, Suite 2030 Houston, TX
Zip Code: 77057 Phone: 713-703-9730
Email Address: jack.burgher@bcscapitalgroup.com
Applicants: L Squared Engineering
Address: 3307 W Davis Street #100 Conroe, TX
Zip Code: 77304 Phone: 936-647-0420
Email Address: Lreel@L2engineering.com


Parcel Information

Property Identification Number (MCAD R#): 331739
Legal Description: A portion of Tract 2-G, John Corner Survey, Abstract 8
Street Address or Location: Property south of C B Stewart Drive and N Buffalo Springs Drive
Acreage: 12.148 acres Present Zoning: B and PD Present Land Use: vacant
Proposed Zoning: R2 Proposed Land Use: multi-family development

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

Additional Information

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

Signature:  Date: 06/17/2025
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



L SQUARED ENGINEERING

MUNICIPAL COMMERCIAL RESIDENTIAL

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

June 17, 2025

City of Montgomery
101 Old Plantersville Road
Montgomery, TX 77316

RE: Rezoning request for Buffalo Springs Drive Apartments (BCS Montgomery)

The subject tract (Montgomery Appraisal District ID 331739) currently consists of Commercial and Planned Development Zoning according to the City of Montgomery's latest zoning map. With the ongoing Development Agreement with BCS Montgomery, a portion of the subject tract is proposed as a multi-family development. This request is to re-zone the 12.148 acres as multi-family to match the intended use within the overall development. The remaining acreage of the subject tract outside of the 12.148 acres will utilize the current zoning of Commercial.

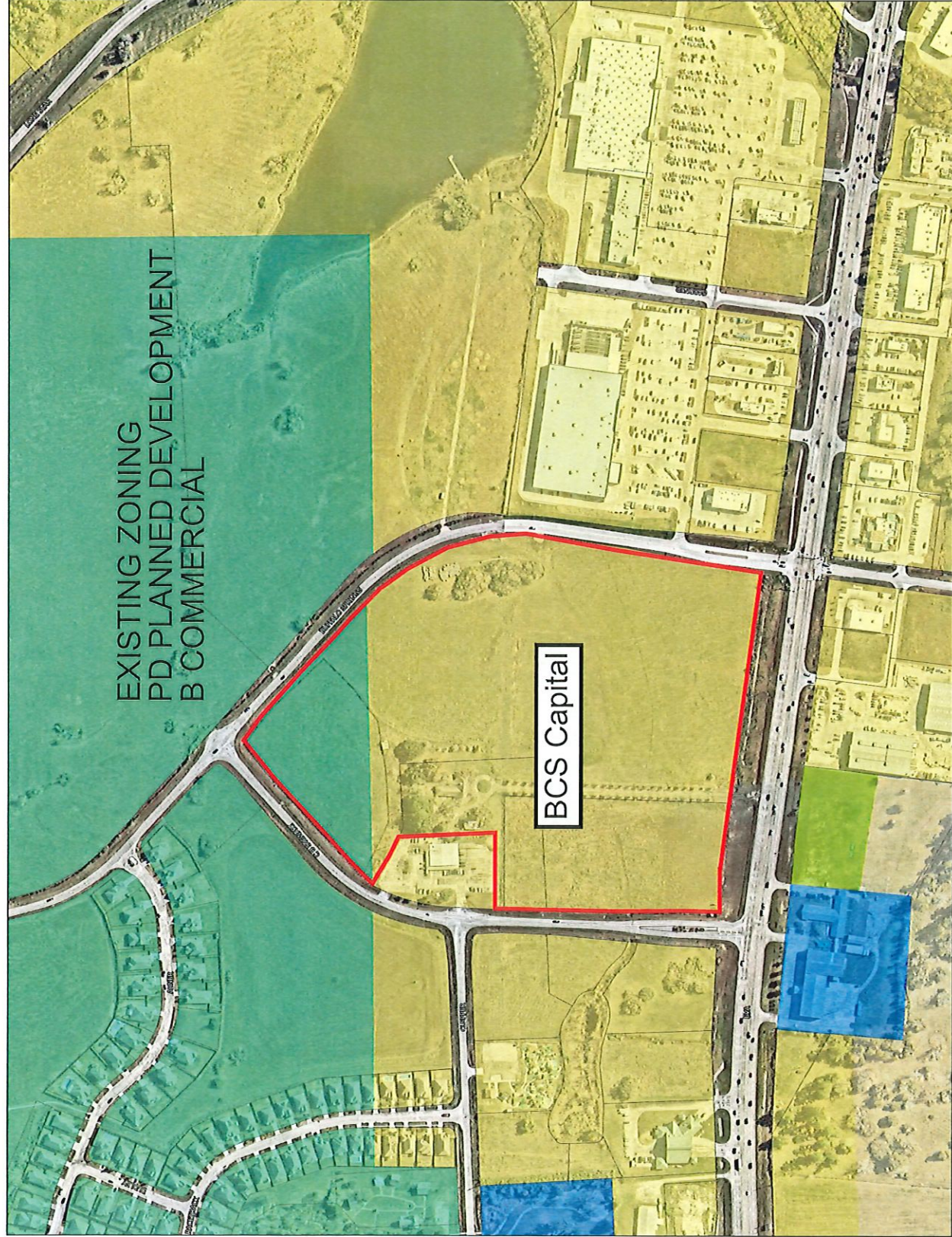
With this rezoning request, we believe we are providing walkability to the existing and future commercial uses adjacent to the 12-acres. Please feel free to contact me at 936-647-0420 if you have any questions or concerns.

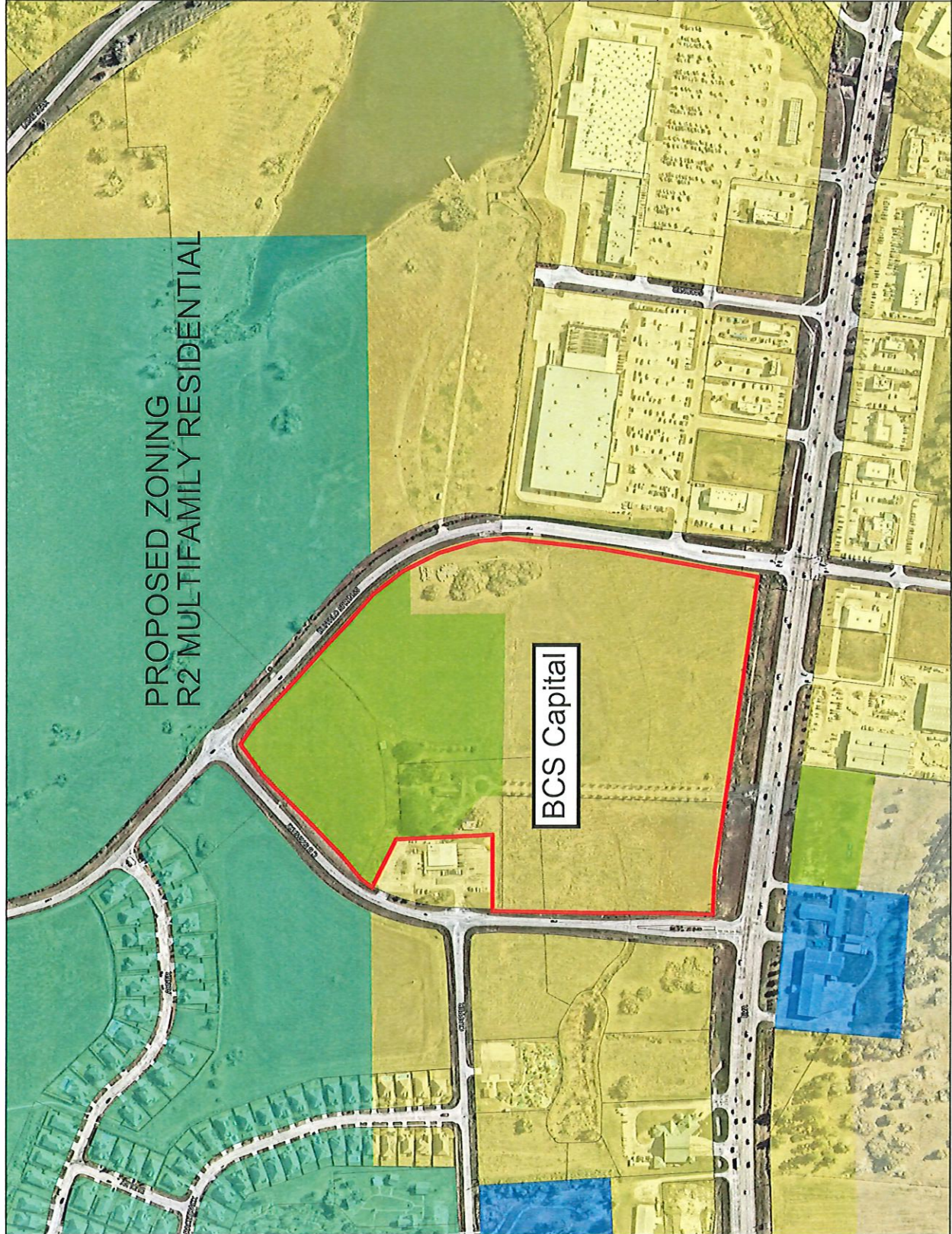
Thank you,

Lesley Reel, PE
L Squared Engineering
936-647-0420
Lreel@L2engineering.com

Attachments: Rezoning Application, Preliminary Site Plan







Montgomery City Council
AGENDA REPORT

Meeting Date: 09/22/2025	Budgeted Amount: NONE
Department: Administration	Prepared By: WGA

Subject

Consideration and possible action on the acceptance of the Old Plantersville Waterline project and enter into the One-Year Warranty as of June 3, 2025, and authorize the City Administrator to sign the Certificate of Acceptance.

Recommendation

WGA and Staff recommend that City Council Accept the public infrastructure and enter into the One-Year Warranty as of June 3, 2025, and authorize the City Administrator to sign the Certificate of Acceptance.

Discussion

WGA recommends approval of the Certificate of Acceptance, Certificate of Substantial Completion, and entering into the 1- year warranty period as of June 3, 2025.

As a reminder, this project is being funded by Johnson Development Company as a part of their Briarley development.

Approved By

City Staff	Ruby Beaven	Date: 09/10/2025
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September 11, 2025

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

Re: Acceptance of Public Water Infrastructure
Old Plantersville Waterline
City of Montgomery

Dear Mayor and City Council:

We conducted a final inspection of the above referenced project on June 26, 2025, and find the project to be substantially complete in accordance with the approved plans and specifications. The contractor has addressed all items at the final inspection, and we recommend the City accept the public waterline infrastructure, and begin the one-year warranty period, which will end on June 3, 2026.

As a reminder, the project was funded by Johnson Development Company as part of their Briarley Development. As part of the project requirements, Briarley extended a 12" public waterline by connecting to the existing 8" line and continuing the extension up to SH 105. In the future, the existing 8" waterline along Old Plantersville Road, from Womack Cemetery Road to SH 105, will be upsized to a 12" line to provide additional capacity for future development. This project is included in the City's Capital Improvement Plan and is eligible for Impact Fee credit.

Additionally, \$1,000 will remain in the Developer's escrow account for the project to cover the costs of the 1-year Warranty Inspection.

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

Sincerely,

Chris Roznovsky, PE
City Engineer

CVR/jtd

Z:\00574 (City of Montgomery)_900 General Consultation\Correspondence\Letters\2025\2025.09.09 MEMO to Council RE Old Plantersville Waterline Acceptance.docx

Enclosures: Final Project Punchlist
COA & COSC

Cc (via email): Ms. Corinne Tilley – City of Montgomery, Planning & Development Administrator & Code Enforcement Officer
Mr. Brent Walker – City of Montgomery, City Administrator
Mr. Mike Muckleroy – City of Montgomery, Director of Public Works
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney



CERTIFICATE OF SUBSTANTIAL COMPLETION

August 29, 2025

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

Contractor: Bull-G Construction, LLC
8519 Cedel Drive
Houston, TX 77055

Re: Old Plantersville Road 12" Waterline Extension
City of Montgomery
TIN No. 74-2063592

Dear Mayor and Council,

We have observed the subject project constructed by the CONTRACTOR and find it to be substantially complete in accordance with the approved plans and specifications. The project was periodically observed during construction by our field project representative

We also recommend that the Contractor's warranty period of one-year begin June 3, 2025.



Sincerely,

A handwritten signature in blue ink, appearing to read "S. Donahue", written over the printed name.

Sean Donahue, PE
Construction Department Manager

(Professional Engineer Seal of Approval)

Z:\00574 (City of Montgomery)\004 Old Plantersville Road Waterline Extension\Docs\CA\6. Pay Estimates & Change Orders\Pay Estimates\Pay Estimate No.4 & Final\COSC & COA - City.docx

CERTIFICATE OF ACCEPTANCE

September 10, 2025

Mr. Emmanuel Lazo
Bull-G Construction, LLC
8519 Cedel Drive
Houston, TX 77055

Re: Old Plantersville Road 12" Waterline Extension
City of Montgomery
TIN No. 74-2063592

Mr. Lazo,

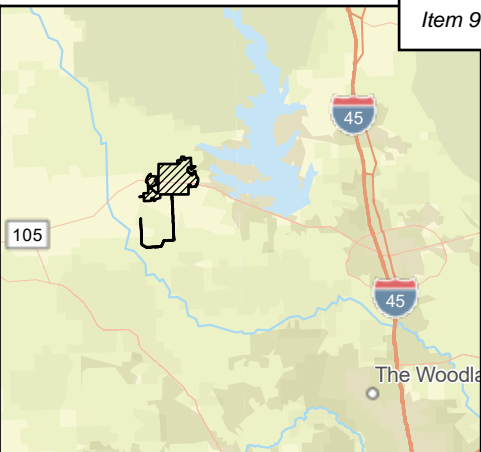
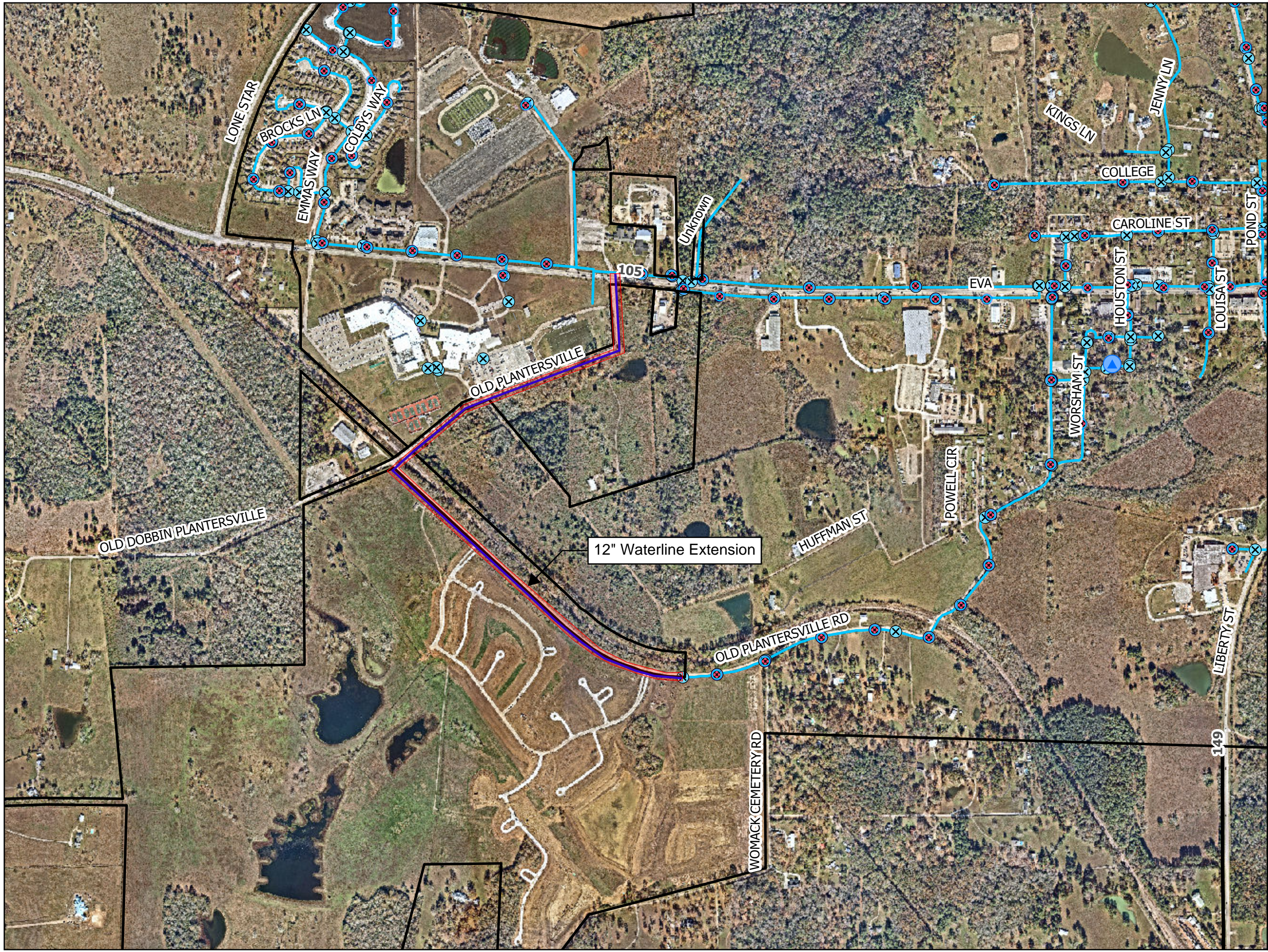
This is to certify that the City of Montgomery accepts the subject project on the basis of the Certificate of Substantial Completion issued by our Engineers at WGA, LLC, and understands that a guarantee shall cover a period of one-year beginning, August 28, 2025.

Signature: _____

Mr. Brent Walker
City of Montgomery, City Administrator

Date Approved: _____

cc: Ms. Corinne Tilley – City of Montgomery, Code Enforcement Officer and P&D Administrator
Ms. Ruby Beaven – City of Montgomery, City Secretary
Mr. Mike Muckleroy – City of Montgomery, Director of Public Works
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney
Mr. Chris Roznovsky, PE – Ward, Getz, & Associates LLC, City Engineer



Legend

- City Limits
- Extraterritorial Jurisdictions

Public Water Infrastructure

- Water Main Valve
- Blowoff Valve
- Hydrant
- Existing Water Main
- Old Plantersville Waterline Extension

Old Plantersville Waterline Acceptance



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



Montgomery City Council
AGENDA REPORT

Meeting Date: 09/22/2025	Budgeted Amount: NONE
Department: Administration	Prepared By: WGA

Subject

Consideration and possible action on the Final Plat for Legacy Grove Section 1 (Dev. No. 2409).

Recommendation

WGA recommends approval of the Legacy Grove Section 1 Final Plat as submitted.

Discussion

The Engineer's memo is attached.

The section includes 65 single family lots and 3 reserves. This is the first of two sections to be constructed with the Legacy Grove Subdivision which has a total of 136 proposed homes.

The Section is subject to advanced payment impact fees, as outlined in the executed Development Agreement. The water and wastewater impact fees being assessed for the development would be \$175,240 and \$135,980 respectively.

The final plat was approved by the Planning & Zoning Commission on September 2, 2025.

Approved By

City Staff	Ruby Beaven	Date: 09/10/2025
------------	-------------	------------------



September 10, 2025

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

Re: Submission of Final Plat
Legacy Grove Section 1 (Dev. No. 2409)
City of Montgomery

Dear Mayor and Council,

We reviewed the Final Plat submission for Legacy Grove Section 1, owned by Tri Pointe Homes Texas, INC ("the Owner"), on behalf of the City of Montgomery. The Owner has requested platting of the tract for the development of 65 single-family residential lots and 3 reserves.

As a reminder, this development includes 136 total single-family residential lots with 90' lot widths. It should be noted that this development has not requested any variances at this time.

Our review was based on The City of Montgomery's Code of Ordinances, Chapter 78, Section 61 and any other applicable chapters. We offer no objection to the plat and recommend the Commission approve the plat as submitted.

The water and wastewater impact fees being assessed for the development would be \$175,240 and \$135,980 respectively. Additionally, the Developer is receiving a water impact fee credit for the construction of the West Lone Star Parkway Waterline Extension project. A true of the total water impact fees to be assessed will be completed once the project has been closed out.

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

Sincerely,

Chris Roznovsky, PE
City Engineer

CVR/crs

Z:\00574 (City of Montgomery)\143 Legacy Grove (Tri-Pointe)\Correspondence\Letters\2025.09.09 MEMO to Council RE Legacy Grove Section 1 Final Plat.docx

Enclosures: Final Plat – Legacy Grove Section 1
Cc (via email): Ms. Corinne Tilley – City of Montgomery, Planning & Development Administrator & Code Enforcement Officer
Mr. Brent Walker – City of Montgomery, City Administrator
Ms. Ruby Beaven – City of Montgomery, City Secretary
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney

4526 Research Forest Dr. , Suite 360 | The Woodlands, Texas 77381 | 713.789.1900 | wga-llc.com

STATE OF TEXAS
COUNTY OF MONTGOMERY

We, TRI POINTE HOMES TEXAS, INC. a Texas corporation, acting by and through Joe Mandola, President, and Collins Pier, Vice President, being officers of TRI POINTE HOMES TEXAS, INC. a Texas corporation, hereinafter referred to as the owner of the property subdivided in the above and foregoing map of LEGACY GROVE SEC 1, do hereby make subdivision of said property for and on behalf of said TRI POINTE HOMES TEXAS, INC. a Texas corporation, according to the lines, streets, alleys, parks, building lines, and easements therein shown, and designate said subdivision as LEGACY GROVE SEC 1, in the BENJAMIN RIGSBY SURVEY, ABSTRACT NO. 31, CITY OF MONTGOMERY, MONTGOMERY COUNTY, TEXAS, and on behalf of said TRI POINTE HOMES TEXAS, INC. a Texas corporation, dedicate to public use, as such, the streets, alleys, parks, and easements shown thereon forever; and do hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades; and do hereby bind ourselves, our successors and assigns to warrant and forever defend the title to the land so dedicated.

This is to certify that WE, TRI POINTE HOMES TEXAS, INC. a Texas corporation, acting by and through Joe Mandola, President, and Collins Pier, Vice President, being officers of TRI POINTE 108 HOMES OF TEXAS, INC. a Texas corporation, owners of the property subdivided in the above and foregoing map of LEGACY GROVE SEC 1 have complied with or will comply with all regulations heretofore adopted by the City of Montgomery, Montgomery County, Texas.

FURTHER, WE, TRI POINTE HOMES TEXAS, INC. a Texas corporation, acting by and through Joe Mandola, President, and Collins Pier, Vice President, being officers of TRI POINTE HOMES OF TEXAS, INC. a Texas corporation, do hereby dedicate forever to the public a strip of land a minimum of fifteen (15) feet wide on each side of the centerline of all gullies, ravines, draws, sloughs, regulatory floodway, or other natural drainage courses located in said subdivision, as easements for drainage purposes, giving Montgomery County and/or any other public agency the right to enter upon said easement at any and all times for the purpose of construction and/or maintaining drainage work and/or structure.

IN TESTIMONY WHEREOF, WE, TRI POINTE HOMES TEXAS, INC. a Texas corporation, acting by and through Joe Mandola, President, and Collins Pier, Vice President, being officers of TRI POINTE 108 HOMES OF TEXAS, INC. a Texas corporation, thereunto authorized, and its common seal

hereunto affixed this the ____ of _____, 20____.

By: TRI POINTE HOMES TEXAS, INC. a Texas corporation

By: _____
Joe Mandola
President

By: _____
Collins Pier
Vice President

STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared Joe Mandola, President, and Collins Pier, Vice President, of TRI POINTE HOMES OF TEXAS, INC. a Texas corporation, known me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 20____.

Notary Public in and for the
State of Texas

Print Name

My Commission Expires:

I, MATTHEW CARPENTER, a Registered Professional Land Surveyor, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that the elevation benchmark reflected on the face of the plat was established as required by regulation; that all corners and angle points of the boundaries of the original tract to be subdivided of reference have been marked with iron (or other suitable permanent metal) pipe or rods having a diameter of not less than five-eighths of an inch (5/8") and a length of not less than three feet (3'); and that the plat boundary corners have been tied to the nearest survey corner.

MATTHEW CARPENTER
Registered Professional Land Surveyor
Texas Registration No. 6942

This is to certify that the Planning and Zoning Commission of the City of Montgomery, Texas, has approved this plat and subdivision of TRI POINTE 108 SEC 1 as shown herein.

IN TESTIMONY WHEREOF, in witness of the official signature of the Planning and Zoning Chairperson of the City of Montgomery, Texas, this

the _____ day of _____, 20____, do approve this plat to be recorded in the official record at the Montgomery County Clerk's Office.

William (Bill) Simpson
Planning and Zoning Chairperson

I THE UNDERSIGNED, Engineer for the City of Montgomery, hereby certify that this subdivision plat conforms to all requirements of the subdivision regulations of the city as to which his approval is required.

Chris Roznovsky, P.E.
City Engineer – Montgomery

This is to certify that the City Council of the City of Montgomery, Texas, has approved this plat and subdivision of LEGACY GROVE SEC 1 as shown herein.

IN TESTIMONY WHEREOF, in witness of the official signature of the Mayor of the City of Montgomery, Texas, this the _____ day of _____, 20____, do approve this plat to be recorded in the official record at the Montgomery County Clerk's Office.

Sara Countryman
Mayor

I, L. Brandon Steinmann, Clerk of the County Court of Montgomery County, do hereby certify that the within instrument with its certificate of authentication was filed for

registration in my office on _____, 20____, at o'clock, ____M.,

and duly recorded on _____, 20____, at o'clock, ____M., in

Cabinet _____, Sheet _____, of record of _____ for said County.

WITNESS MY HAND AND SEAL OF OFFICE, at Conroe, Montgomery County, Texas, the day and date last above written.

L. Brandonn Steinmann, County Clerk
Montgomery County, Texas

By: _____
Deputy

GENERAL NOTES

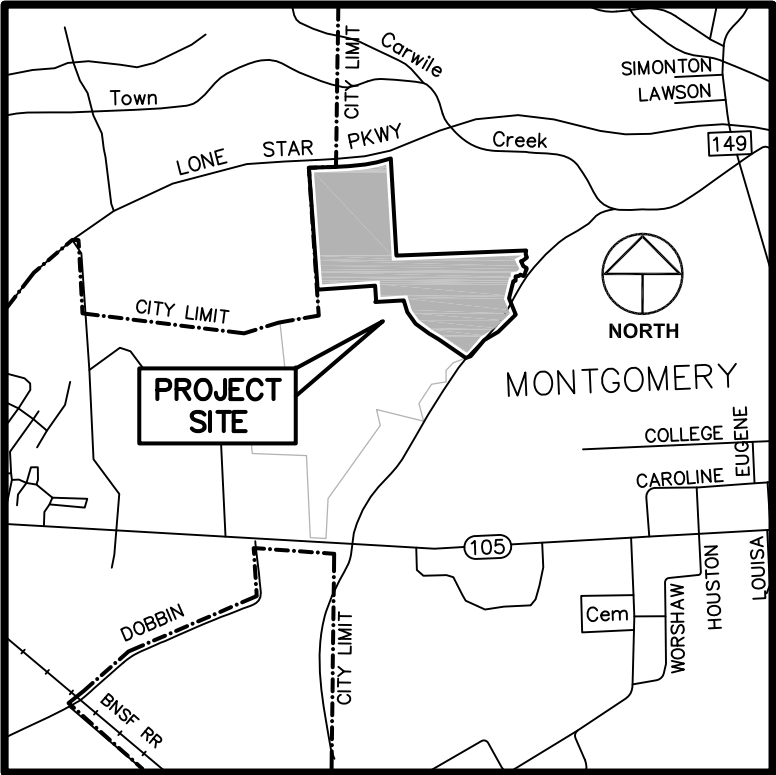
- BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (NAD83).
- ALL COORDINATES SHOWN HEREON ARE TEXAS CENTRAL ZONE NO. 4203 STATE PLANE GRID COORDINATES (NAD 83), AND MAY BROUGHT TO SURFACE BY APPLYING THE FOLLOWING SCALE FACTOR: 0.999928436.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) FOR MONTGOMERY COUNTY, TEXAS, MAP NO. 48339C0200G REVISED/DATED AUGUST 18, 2014, THE SUBJECT TRACT APPEARS TO LIE WITHIN UNSHADED ZONE "X", SHADED ZONE "X", ZONE "AE", AND ZONE "AE FLOODWAY". WITH A BFE OF 245' – 254'. THIS DETERMINATION WAS DONE BY GRAPHIC PLOTTING AND IS APPROXIMATE ONLY, AND HAS NOT BEEN FIELD VERIFIED. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF WINDROSE SURVEYING AND LAND SERVICES.
- ALL SIDE AND REAR BUILDING LINES ARE 10'.
- ONE-FOOT RESERVE TO BECOME AUTOMATICALLY DEDICATED FOR STREET PURPOSES WHEN ADJACENT PROPERTY IS RECORDED IN A PLAT.
- SUBJECT TO EASEMENT, RIGHT OF WAY AND/OR AGREEMENT RECORDED UNDER M.C.C.F. NO. 8536725. (BLANKET IN NATURE)
- SUBJECT TO EASEMENT, RIGHT OF WAY AND/OR AGREEMENT RECORDED UNDER M.C.C.F. NO. 9809863. (BLANKET IN NATURE)

CITY OF MONTGOMERY BM NO. 3 ELEV: 268.73'

CITY OF MONTGOMERY BENCHMARK NO. 3, BEING A BRASS DESK SET IN CONCRETE WITH A 6" X 5/8" IRON REBAR DROVE INTO IT, WITH A PUNCH HOLE IN THE CENTER OF DISK. FROM THE INTERSECTION OF HWY 105 AND HWY 149, TRAVEL WEST +/- 4700' TO THE PARKING LOT OF THE 'THE HERITAGE HOUSE RESTAURANT' WHICH IS LOCATED ON THE NORTH SIDE OF HWY 105. FROM THE FLAG POLE IN FRONT OF RESTAURANT A DISTANCE OF +/- 30.5' IN THE WSW DIRECTION. FROM THE SOUTH END OF THE FURTHEST SOUTH RAILROAD TIE IN A SE DIRECTION A DISTANCE OF 3'. FROM THE SW CORNER OF THE COVERED CONCRETE AREA OF THE RESTAURANT +/- 43'. THIS MARK IS +/- 300' EAST OF THE WEST CITY LIMITS LINE.(PER MONTGOMERY BENCHMARK DATA SHEET, VERTICAL DATUM IS GEOID '09)

SUBDIVISION BENCHMARK ELEV: 282.30'

SUBDIVISION BENCHMARK IS A 3" BRASS DISK IN 6" CONCRETE COLUMN STAMPED "LEGACY GROVE SEC 1 ELEV 282.30" SET ON THE SOUTH SIDE OF LONE STAR PARKWAY APPROXIMATELY 4000' WEST OF HIGHWAY 149 (AS SHOWN)
ELEVATION = 282.30' (NAVD 1988/91 ADJUSTED/GEIOD99)



CITY OF MONTGOMERY, MONTGOMERY COUNTY, TEXAS

VICINITY MAP
SCALE: 1" = 2,000'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	2,140.00'	4°59'42"	186.56'	S 85°36'18" W	186.50'
C2	2,145.00'	4°57'14"	185.47'	N 75°26'30" E	185.41'
C3	300.00'	28°41'12"	150.20'	N 10°57'27" E	148.64'
C4	300.00'	28°16'23"	148.04'	N 11°09'52" E	146.54'
C5	1500.00'	6°49'11"	178.54'	N 82°45'43" E	178.43'
C6	2000.00'	17°28'34"	610.04'	N 88°05'24" E	607.67'
C7	80.00'	20°03'36"	28.01'	N 61°45'30" W	27.87'
C8	300.00'	42°35'40"	223.02'	N 30°25'52" W	217.92'
C9	35.00'	90°26'34"	55.25'	N 48°36'25" W	49.69'
C10	27.00'	49°04'02"	23.12'	S 61°38'17" W	22.42'
C11	60.00'	278°08'04"	291.26'	N 03°49'42" W	78.62'
C12	27.00'	49°04'02"	23.12'	S 69°17'41" E	22.42'
C13	35.00'	89°33'26"	54.71'	N 41°23'35" E	49.31'
C14	35.00'	90°26'34"	55.25'	N 48°36'25" W	49.69'
C15	27.00'	49°04'02"	23.12'	S 61°38'17" W	22.42'
C16	60.00'	278°08'04"	291.26'	N 03°49'42" W	78.62'
C17	27.00'	49°04'02"	23.12'	S 69°17'41" E	22.42'
C18	35.00'	89°33'26"	54.71'	N 41°23'35" E	49.31'
C19	35.00'	88°28'33"	54.05'	N 47°37'25" W	48.83'
C20	27.00'	49°04'02"	23.12'	S 63°36'17" W	22.42'
C21	60.00'	278°08'04"	291.26'	N 01°51'42" W	78.62'
C22	27.00'	49°04'02"	23.12'	S 67°19'41" E	22.42'
C23	35.00'	76°54'44"	46.98'	N 49°40'56" E	43.53'
C24	330.00'	14°04'30"	81.07'	N 18°15'48" E	80.86'
C25	270.00'	27°09'22"	127.97'	N 11°43'22" E	126.78'
C26	330.00'	29°15'37"	168.53'	S 10°40'15" W	166.70'
C27	270.00'	28°41'12"	135.18'	S 10°57'27" W	133.78'
C28	35.00'	92°11'23"	56.32'	S 49°28'50" E	50.43'
C29	1470.00'	5°04'21"	130.14'	N 81°53'18" E	130.10'
C30	2030.00'	15°41'44"	556.09'	N 87°11'59" E	554.35'
C31	27.00'	45°30'18"	21.44'	N 72°17'42" E	20.88'
C32	60.00'	277°56'30"	291.06'	S 08°30'48" W	78.77'
C33	27.00'	52°38'25"	24.81'	N 58°50'10" W	23.94'
C34	1970.00'	12°03'10"	414.41'	S 88°49'03" W	413.65'
C35	35.00'	91°55'30"	56.15'	S 36°49'43" W	50.32'
C36	270.00'	42°35'40"	200.72'	S 30°25'52" E	196.13'
C37	27.00'	64°49'52"	30.55'	S 84°08'38" E	28.95'
C38	60.00'	272°34'21"	285.44'	S 19°43'37" W	82.93'
C39	27.00'	27°44'29"	13.07'	N 37°51'27" W	12.95'
C40	330.00'	42°35'40"	245.33'	N 30°25'52" W	239.72'
C41	35.00'	91°30'50"	55.90'	N 54°53'27" W	50.15'
C42	1530.00'	5°15'16"	140.31'	S 81°58'45" W	140.27'
C43	35.00'	87°59'32"	53.75'	S 40°36'38" W	48.62'

FINAL PLAT OF
LEGACY GROVE SEC 1
A SUBDIVISION OF
49.834 AC. / 2,170,768 SQ. FT.
SITUATED IN THE BENJAMIN RIGSBY SURVEY,
ABSTRACT NO. 31, CITY OF MONTGOMERY,
MONTGOMERY COUNTY, TEXAS

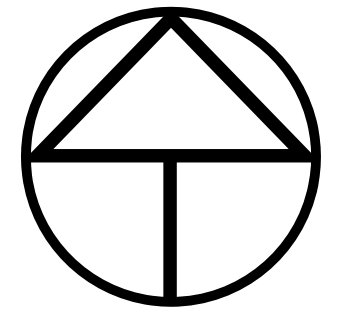
2 BLOCKS 3 RESERVES 65 LOTS

AUGUST 2025

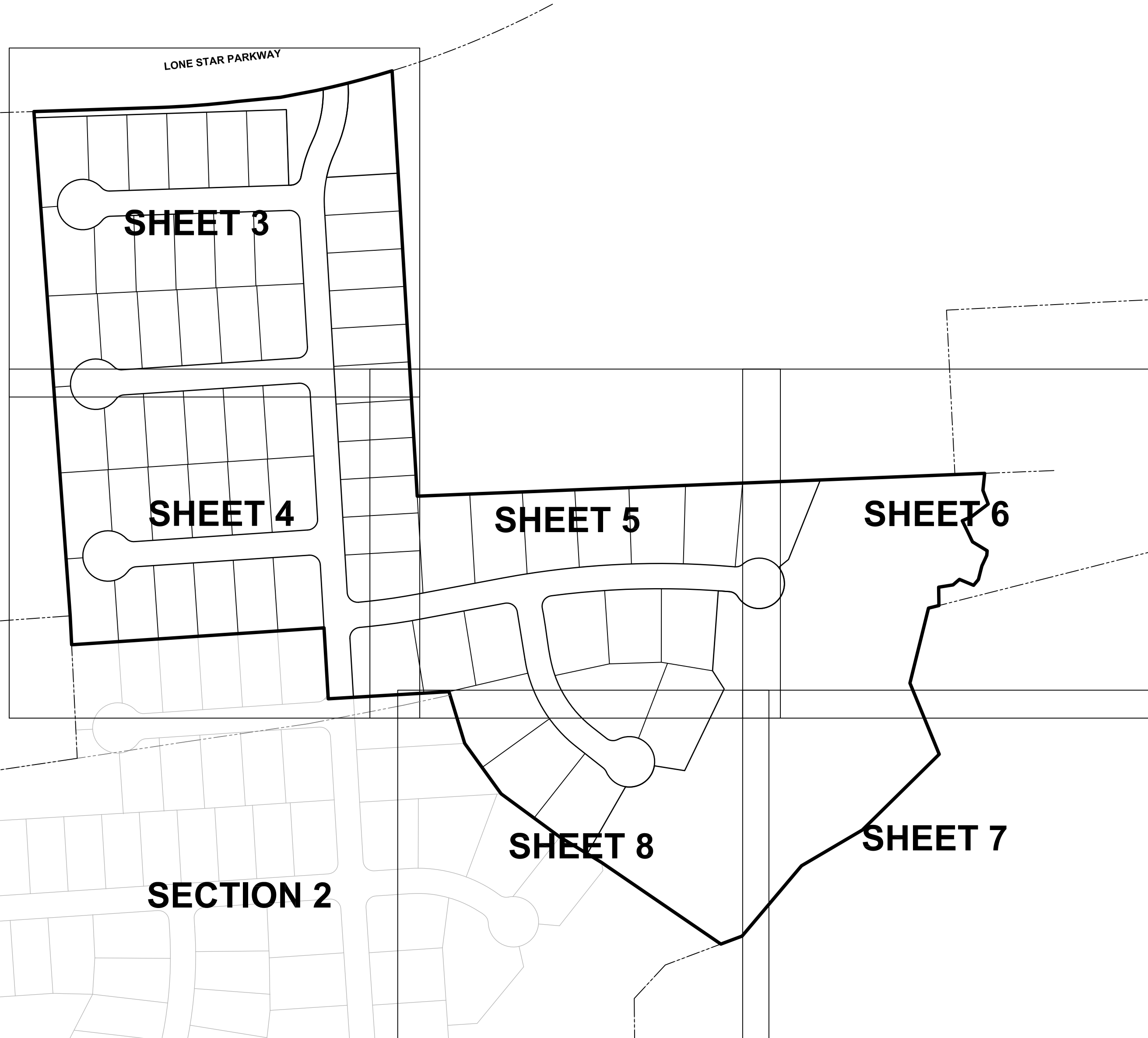
Owner
TRI POINTE HOMES TEXAS, INC.

a Texas corporation
16340 Park Ten Place, Suite 250
Houston, TX 77084

Surveyor
WINDROSE
LAND SURVEYING | PLATTING
FIRM REGISTRATION NO. 10108800
713.458.2281 | WINDROSESERVICES.COM
5353 W SAM HOUSTON PKWY N, SUITE 150, HOUSTON TX 77041



NORTH



FINAL PLAT OF
LEGACY GROVE SEC 1
A SUBDIVISION OF
49.834 AC. / 2,170,768 SQ. FT.
SITUATED IN THE BENJAMIN RIGSBY SURVEY,
ABSTRACT NO. 31, CITY OF MONTGOMERY,
MONTGOMERY COUNTY, TEXAS

2 BLOCKS 3 RESERVES 65 LOTS
AUGUST 2025

Owner
TRI POINTE HOMES TEXAS, INC.
a Texas corporation
16340 Park Ten Place, Suite 250
Houston, TX 77084

Surveyor
WINDROSE
LAND SURVEYING | PLATTING
FIRM REGISTRATION NO. 10108800
713.458.2281 | WINDROSESERVICES.COM
5353 W SAM HOUSTON PKWY N, SUITE 150, HOUSTON TX 77041

Z:\59962 - CHEATHAM-STEWART TRACT\PLAT\20250822-PLAT-LEGACY GROVE S1-59962-P131063.DWG - SHENDERSON - 08/28/25

RESIDUE OF
CALLED 25.63 AC.
CARWILE FAMILY PARTNERS, L.P.
M.C.C.F. NO. 2004-135857

APPROXIMATE CITY LIMIT LINE

A C R E A G E

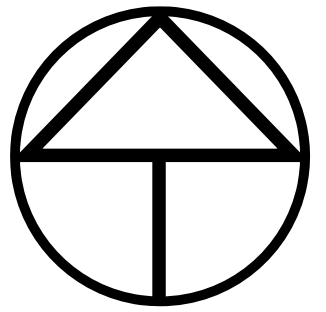
LONE STAR PARKWAY
WIDTH VARIES - PUBLIC R.O.W.
M.C.C.F. NOS. 200142417, 2006024865, 2006077576

SUBDIVISION BENCHMARK
SET 3" BRASS DISK STAMPED
"LEGACY GROVE SEC 1 ELEV 282.30"

UNRESTRICTED
RESERVE "A"
0.5501 AC.
23,961 SQ. FT.

UNRESTRICTED
RESERVE "B"
0.6879 AC.
29,966 SQ. FT.

RESIDUE OF
CALLED 25.23 AC.
MARTIN AY SIMONTON
M.C.C.F. NO. 2003-080735



NORTH

50 0 50 100 Feet
GRAPHIC SCALE: 1" = 50'

FINAL PLAT OF
LEGACY GROVE SEC 1

A SUBDIVISION OF
49.834 AC. / 2,170,768 SQ. FT.
SITUATED IN THE BENJAMIN RIGSBY SURVEY,
ABSTRACT NO. 31, CITY OF MONTGOMERY,
MONTGOMERY COUNTY, TEXAS

2 BLOCKS 3 RESERVES 65 LOTS

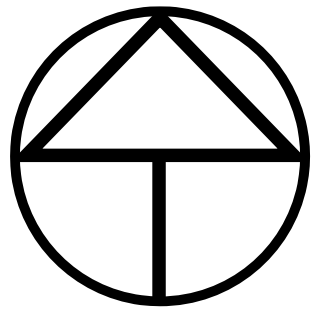
AUGUST 2025

Owner
TRI POINTE HOMES TEXAS, INC.

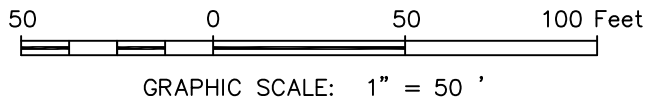
a Texas corporation
16340 Park Ten Place, Suite 250
Houston, TX 77084

Surveyor

WINDROSE
LAND SURVEYING | PLATTING
FIRM REGISTRATION NO. 10108800
713.458.2281 | WINDROSESERVICES.COM
5353 W SAM HOUSTON PKWY N, SUITE 150, HOUSTON TX 77061



NORTH



**FINAL PLAT OF
LEGACY GROVE SEC 1**

A SUBDIVISION OF
49.834 AC. / 2,170,768 SQ. FT.
SITUATED IN THE BENJAMIN RIGSBY SURVEY,
ABSTRACT NO. 31, CITY OF MONTGOMERY,
MONTGOMERY COUNTY, TEXAS

2 BLOCKS 3 RESERVES 65 LOTS

AUGUST 2025

Owner
TRI POINTE HOMES TEXAS, INC.

a Texas corporation
16340 Park Ten Place, Suite 250
Houston, TX 77084

Surveyor

WINDROSE
LAND SURVEYING & PLATTING

FIRM REGISTRATION NO. 10108800
713.458.2281 | WINDROSESERVICES.COM
5353 W SAM HOUSTON PKWY N, SUITE 150, HOUSTON TX 77041



RESIDUE OF
CALLED 94.899 AC.
NORMAN R. STEWART, JR., AND WIFE,
JENNIFER H. STEWART
M.C.C.F. NO. 9357628

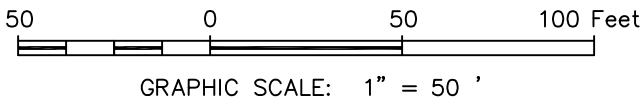
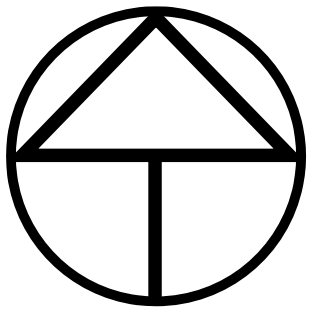
RESIDUE OF
CALLED 19.000 AC.
CARWILE FAMILY PARTNERS, L.P.
H & S MANAGEMENT, LLC
M.C.C.F. NO. 2004-135858

RESIDUE OF
CALLED 135.63 AC.
CARWILE FAMILY PARTNERS, L.P.
M.C.C.F. NO. 2004-135857

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	2,140.00'	4°59'42"	186.56'	S 85°36'18" W	186.50'
C2	2,145.00'	4°57'14"	185.47'	N 75°26'30" E	185.41'
C3	300.00'	28°41'12"	150.20'	N 10°57'27" E	148.64'
C4	300.00'	28°16'23"	148.04'	N 11°09'52" E	148.54'
C5	1500.00'	6°49'11"	178.54'	N 82°45'43" E	178.43'
C6	2000.00'	17°28'34"	610.04'	N 88°05'24" E	607.67'
C7	80.00'	20°03'36"	28.01'	N 61°45'30" W	27.87'
C8	300.00'	42°35'40"	223.02'	N 30°25'52" W	217.92'
C9	35.00'	90°26'34"	55.25'	N 48°36'25" W	49.69'
C10	27.00'	49°04'02"	23.12'	S 61°38'17" W	22.42'
C11	60.00'	27°8'08"04"	291.26'	N 03°49'42" W	78.62'
C12	27.00'	49°04'02"	23.12'	S 69°17'41" E	22.42'
C13	35.00'	89°33'26"	54.71'	N 41°23'35" E	49.31'
C14	35.00'	90°26'34"	55.25'	N 48°36'25" W	49.69'
C15	27.00'	49°04'02"	23.12'	S 61°38'17" W	22.42'
C16	60.00'	27°8'08"04"	291.26'	N 03°49'42" W	78.62'
C17	27.00'	49°04'02"	23.12'	S 69°17'41" E	22.42'
C18	35.00'	89°33'26"	54.71'	N 41°23'35" E	49.31'
C19	35.00'	88°28'33"	54.05'	N 47°37'25" W	48.83'
C20	27.00'	49°04'02"	23.12'	S 63°36'17" W	22.42'
C21	60.00'	27°8'08"04"	291.26'	N 01°51'42" W	78.62'
C22	27.00'	49°04'02"	23.12'	S 67°19'41" E	22.42'
C23	35.00'	76°54'44"	46.98'	N 49°40'56" E	43.53'
C24	330.00'	14°04'30"	81.07'	N 18°15'48" E	80.86'
C25	270.00'	27°09'22"	127.97'	N 11°43'22" E	126.78'
C26	330.00'	29°15'37"	168.53'	S 10°40'15" W	166.70'
C27	270.00'	28°41'12"	135.18'	S 10°57'27" W	133.78'
C28	35.00'	92°11'23"	56.32'	S 49°28'50" E	50.43'
C29	1470.00'	5°04'21"	130.14'	N 81°53'18" E	130.10'
C30	2030.00'	15°41'44"	556.09'	N 87°11'59" E	554.35'
C31	27.00'	45°30'18"	21.44'	N 72°17'42" E	20.88'
C32	60.00'	27°7'56"30"	291.06'	S 08°30'48" W	78.77'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C33	27.00'	52°38'25"	24.81'	N 58°50'10" W	23.94'
C34	1970.00'	12°03'10"	414.41'	S 88°49'03" W	413.65'
C35	35.00'	91°55'30"	56.15'	S 36°49'43" W	50.32'
C36	270.00'	42°35'40"	200.72'	S 30°25'52" E	196.13'
C37	27.00'	64°49'52"	30.55'	S 84°08'38" E	28.95'
C38	60.00'	27°2'34"21"	285.44'	S 19°43'37" W	82.93'
C39	27.00'	27°44'29"	13.07'	N 37°51'27" W	12.95'
C40	330.00'	42°35'40"	245.33'	N 30°25'52" W	239.72'
C41	35.00'	91°30'50"	55.90'	N 54°53'27" W	50.15'
C42	1530.00'	5°15'16"	140.31'	S 81°58'45" W	140.27'
C43	35.00'	87°59'32"	53.75'	S 40°36'38" W	48.62'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 05°51'46" W	40.70'
L2	S 21°05'35" E	34.78'
L3	S 52°46'43" W	49.55'
L4	S 66°05'51" W	24.40'
L5	S 26°06'10" E	27.55'
L6	S 25°42'31" E	28.22'
L7	S 58°38'09" E	40.92'
L8	S 05°15'25" W	11.36'
L9	S 25°01'16" W	27.54'
L10	S 14°03'47" W	33.05'
L11	S 39°56'21" W	18.11'
L12	N 67°05'23" W	36.50'
L13	S 48°51'33" W	20.17'
L14	S 80°54'16" W	34.72'
L15	S 00°50'41" E	43.56'
L16	S 75°49'01" W	25.57'
L17	S 69°22'48" W	54.08'
L18	N 86°10'18" E	21.76'
L19	S 06°49'42" W	3.01'
L20	N 71°47'17" W	44.16'
L21	N 51°43'42" W	53.64'
L22	S 51°43'42" E	43.82'
L23	N 51°43'42" W	82.06'
L24	N 85°53'10" E	39.95'
L25	N 85°53'10" E	40.02'
L26	N 85°53'10" E	40.02'
L27	S 80°54'06" E	48.84'
L28	N 50°51'15" E	30.00'
L29	N 84°29'43" E	104.66'
L30	N 79°13'20" E	87.21'

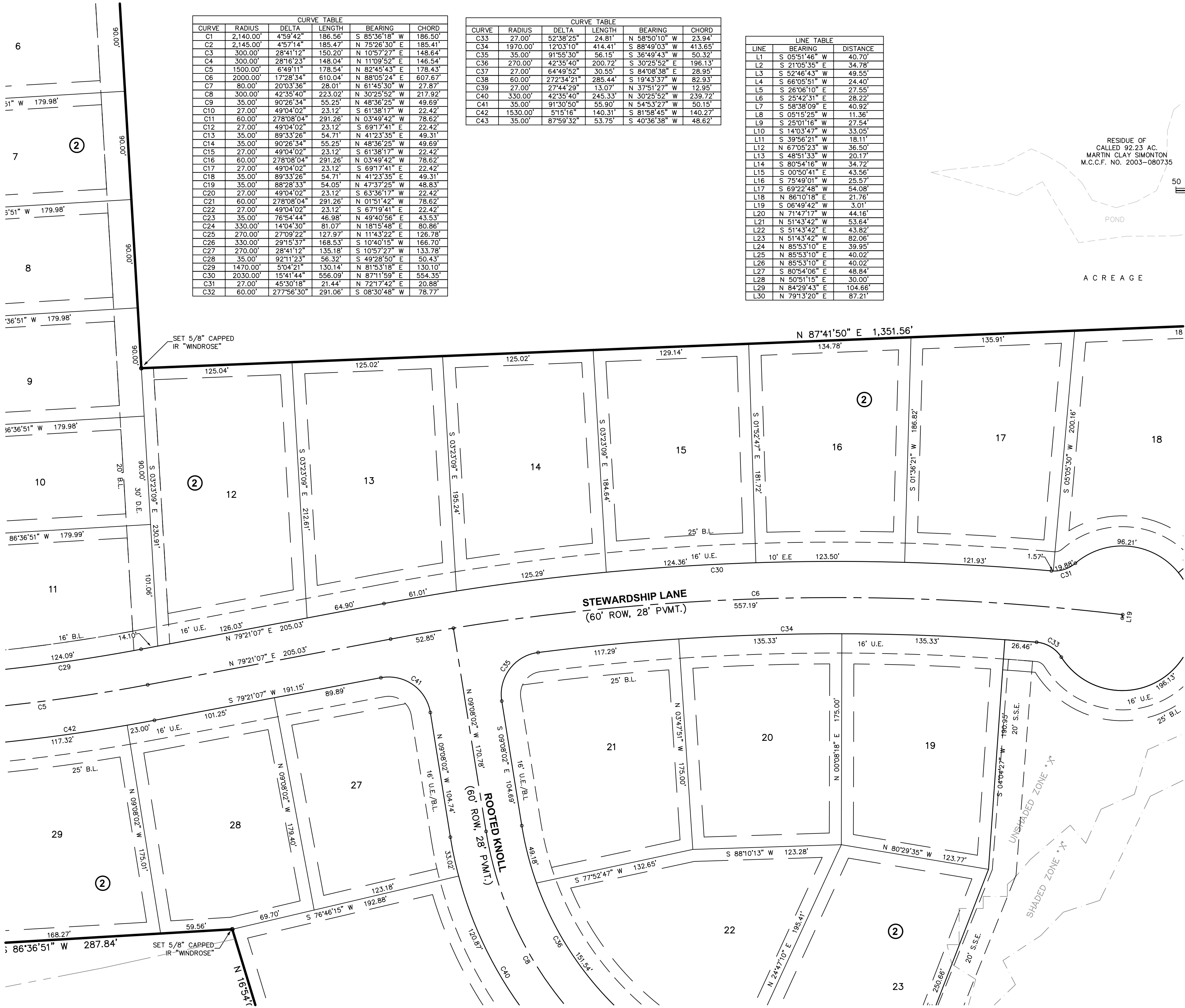


RESIDUE OF
CALLED 92.23 AC.
MARTIN CLAY SIMONTON
M.C.C.F. NO. 2003-080735

POND

A C R E A G E

Z:\59962 - CHEATHAM-STEWART TRACT\PLAT\20250822-PLAT-LEGACY GROVE S1-59962-P131063.DWG - SHENDERSON - 08/28/25



FINAL PLAT OF
LEGACY GROVE SEC 1
A SUBDIVISION OF
49.834 AC. / 2,170,768 SQ. FT.
SITUATED IN THE BENJAMIN RIGSBY SURVEY,
ABSTRACT NO. 31, CITY OF MONTGOMERY,
MONTGOMERY COUNTY, TEXAS
2 BLOCKS 3 RESERVES 65 LOTS
AUGUST 2025

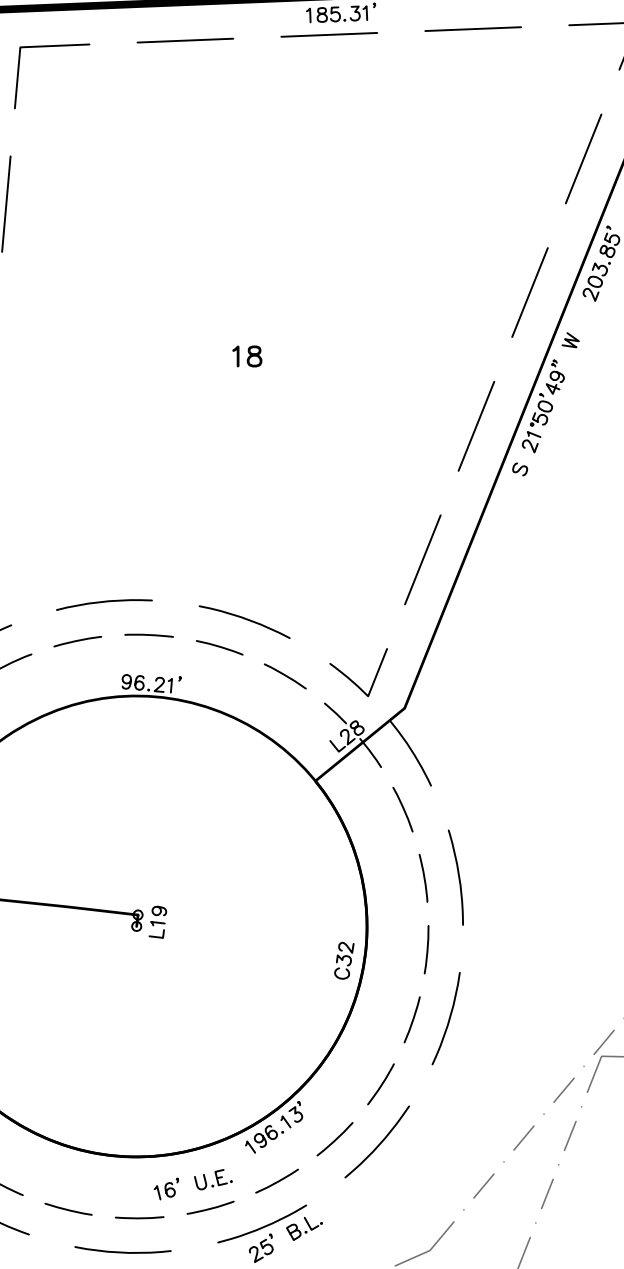
Owner
TRI POINTE HOMES TEXAS, INC.
a Texas corporation
16340 Park Ten Place, Suite 250
Houston, TX 77084

Surveyor
WINDROSE
LAND SURVEYING | PLATTING
FIRM REGISTRATION NO. 10108800
713.458.2281 | WINDROSESURV.COM
5353 W SAM HOUSTON PKWY N, SUITE 150, HOUSTON TX 77061

Z:\59962 - CHEATHAM-STEWART TRACT\PLAT\20250822-PLAT-LEGACY GROVE S1-59962-P131063.DWG - SHENDERSON - 08/28/25

RESIDUE OF
CALLED 92.23 AC.
MARTIN CLAY SIMONTON
M.C.C.F. NO. 2003-080735

ACREAGE



**RESTRICTED
RESERVE "C"**
11.9744 AC.
521,604 SQ. FT.
(DRAINAGE AND DETENTION)

ZONE "AE"

ZONE "AE" FLOODWAY

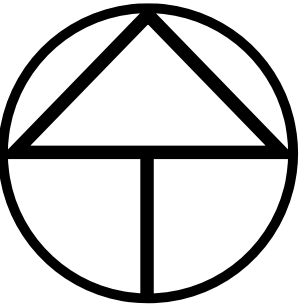
ACREAGE

SET 5/8" CAPPED
IR "WINDROSE"

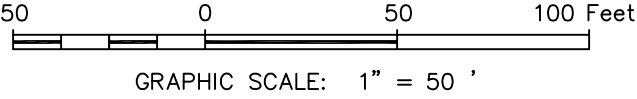
CALLED 62.6147 AC.
JAY RICHARD RAY II, et al
M.C.C.F. NO. 2021056260

CALLED 12.9097 AC.
ERIC LOPEZ
M.C.C.F. NO. 2022129018

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	2,140.00'	4°59'42"	186.56'	S 85°36'18" W	186.50'
C2	2,145.00'	4°57'14"	185.47'	N 75°26'30" E	185.41'
C3	300.00'	28°41'12"	150.20'	N 10°57'27" E	148.64'
C4	300.00'	28°16'23"	148.04'	N 11°09'52" E	146.54'
C5	1500.00'	6°49'11"	178.54'	N 82°45'43" E	178.43'
C6	2000.00'	17°28'34"	610.04'	N 88°05'24" E	607.67'
C7	80.00'	20°03'36"	28.01'	N 61°45'30" W	27.87'
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C9	35.00'	90°26'34"	55.25'	N 48°36'25" W	49.69'
C10	27.00'	49°04'02"	23.12'	S 61°38'17" W	22.42'
C11	60.00'	27°8'08"04"	291.26'	N 03°49'42" W	78.62'
C12	27.00'	49°04'02"	23.12'	S 69°17'41" E	22.42'
C13	35.00'	89°33'26"	54.71'	N 41°23'35" E	49.31'
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C15	27.00'	49°04'02"	23.12'	S 61°38'17" W	22.42'
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C21	60.00'	27°8'08"04"	291.26'	N 01°51'42" W	78.62'
C22	27.00'	49°04'02"	23.12'	S 67°19'41" E	22.42'
C23	35.00'	76°54'44"	46.98'	N 49°40'56" E	43.53'
C24	330.00'	14°04'30"	81.07'	N 18°15'48" E	80.86'
C25	270.00'	27°09'22"	127.97'	N 11°43'22" E	126.78'
C26	330.00'	29°15'37"	168.53'	S 10°40'15" W	166.70'
C27	270.00'	28°41'12"	135.18'	S 10°57'27" W	133.78'
C28	35.00'	92°11'23"	56.32'	S 49°28'50" E	50.43'
C29	1470.00'	5°04'21"	130.14'	N 81°53'18" E	130.10'
C30	2030.00'	15°41'44"	556.09'	N 87°11'59" E	554.35'
C31	27.00'	45°30'18"	21.44'	N 72°17'42" E	20.88'
C32	60.00'	27°7'56"30"	291.06'	S 08°30'48" W	78.77'
C33	27.00'	52°38'25"	24.81'	N 58°50'10" W	23.94'
C34	1970.00'	12°03'10"	414.41'	S 88°49'03" W	413.65'
C35	35.00'	91°55'30"	56.15'	S 36°49'43" W	50.32'
C36	270.00'	42°35'40"	200.72'	S 30°25'52" E	196.13'
C37	27.00'	64°49'52"	30.55'	S 84°08'38" E	28.95'
C38	60.00'	27°2'34'21"	285.44'	S 19°43'37" W	82.93'
C39	27.00'	27°44'29"	13.07'	N 37°51'27" W	12.95'
C40	330.00'	42°35'40"	245.33'	N 30°25'52" W	239.72'
C41	35.00'	91°30'50"	55.90'	N 54°53'27" W	50.15'
C42	1530.00'	5°15'16"	140.31'	S 81°58'45" W	140.27'
C43	35.00'	87°59'32"	53.75'	S 40°36'38" W	48.62'



NORTH



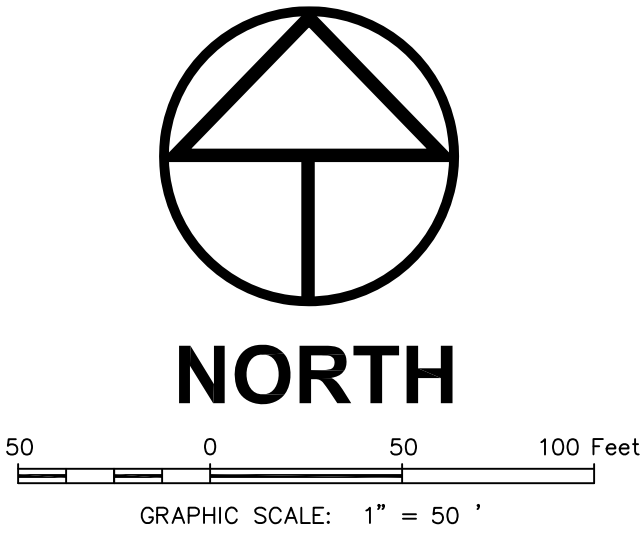
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 05°51'46" W	40.70'
L2	S 21°05'35" E	34.78'
L3	S 52°46'43" W	49.55'
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L5	S 26°06'10" E	27.55'
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L15	S 00°50'41" E	43.56'
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L22	S 51°43'42" E	43.82'
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L24	N 85°53'10" E	39.95'
L25	N 85°53'10" E	40.02'
L26	N 85°53'10" E	40.02'
L27	S 80°54'06" E	48.84'
L28	N 50°51'15" E	30.00'
L29	N 84°29'43" E	104.66'
L30	N 79°13'20" E	87.21'

FINAL PLAT OF
LEGACY GROVE SEC 1
A SUBDIVISION OF
49.834 AC. / 2,170,768 SQ. FT.
SITUATED IN THE BENJAMIN RIGSBY SURVEY,
ABSTRACT NO. 31, CITY OF MONTGOMERY,
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2 BLOCKS 3 RESERVES 65 LOTS
AUGUST 2025
Owner
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a Texas corporation
16340 Park Ten Place, Suite 250
Houston, TX 77084
Surveyor
WINDROSE
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FIRM REGISTRATION NO. 10108800
713.458.2281 | WINDROSESURVICES.COM
5353 W SAM HOUSTON PKWY N, SUITE 150, HOUSTON TX 77061

RESTRICTED
RESERVE "C"
11.9744 AC.
521,604 SQ. FT.
(DRAINAGE AND DETENTION)

CALLED 62.6147 AC.
JAY RICHARD RAY II, et al
M.C.C.F. NO. 2021056260



ZONE "A" FLOODWAY

SET 5/8" CAPPED
IR "WINDROSE"

FND CAPPED 5/8"
IR "VTSM 4070"

FND CAPPED 5/8"
IR "VTSM 4070"

S 40°09'36" W 219.00'

S 59°33'58" W 167.98'

FND 5/8" IR

CALLLED 62.6147 AC.
JAY RICHARD RAY II, et al
M.C.C.F. NO. 2021056260

A C R E A G E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 05°51'46" W	40.70'
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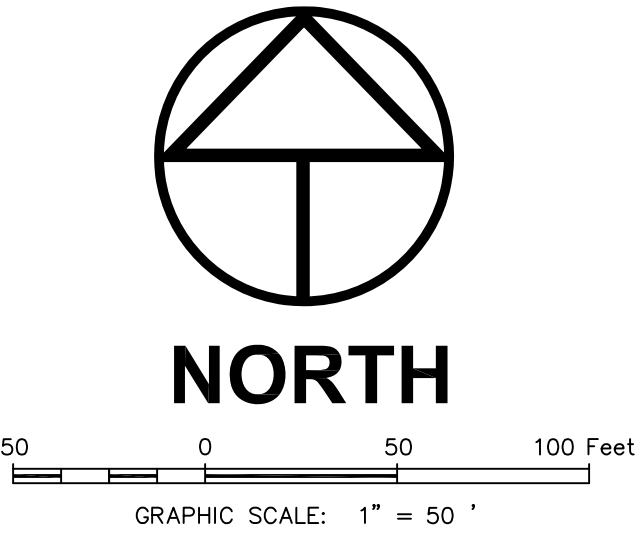
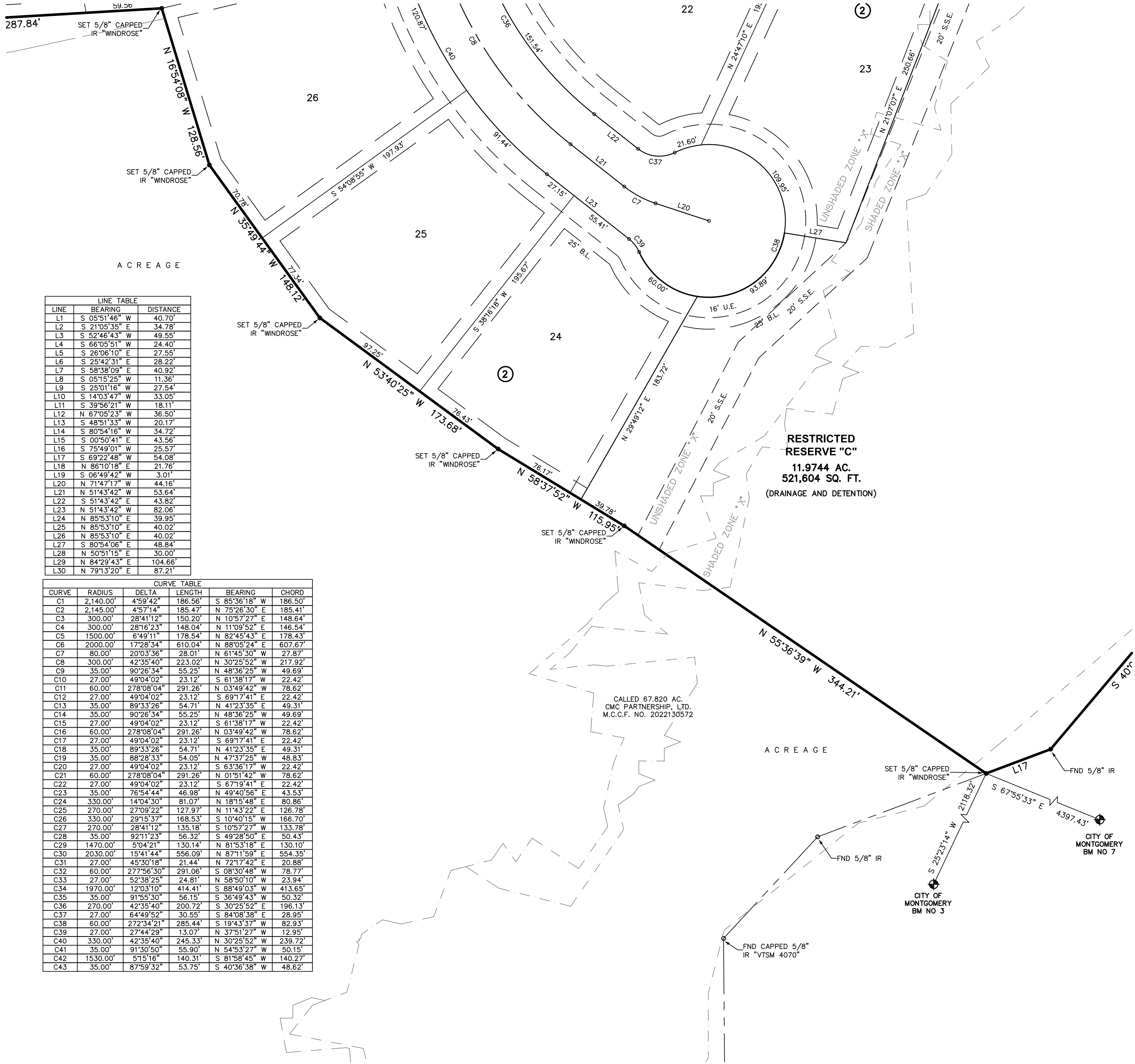
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C23	35.00'	76°54'44"	46.98'	N 49°40'56" E	43.53'
C24	330.00'	14°04'30"	81.07'	N 18°15'48" E	80.86'
C25	270.00'	27°09'22"	127.97'	N 11°43'22" E	126.78'
C26	330.00'	29°15'37"	168.53'	S 10°40'15" W	166.70'
C27	270.00'	28°41'12"	135.18'	S 10°57'27" W	133.78'
C28	35.00'	92°11'23"	56.32'	S 49°28'50" E	50.43'
C29	1470.00'	5°04'21"	130.14'	N 81°53'18" E	130.10'
C30	2030.00'	15°41'44"	556.09'	N 87°11'59" E	554.35'
C31	27.00'	45°30'18"	21.44'	N 72°17'42" E	20.88'
C32	60.00'	277°56'30"	291.06'	S 08°30'48" W	78.77'
C33	27.00'	52°38'25"	24.81'	N 58°50'10" W	23.94'
C34	1970.00'	12°03'10"	414.41'	S 88°49'03" W	413.65'
C35	35.00'	91°55'30"	56.15'	S 36°49'43" W	50.32'
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C40	330.00'	42°35'40"	245.33'	N 30°25'52" W	239.72'
C41	35.00'	91°30'50"	55.90'	N 54°53'27" W	50.15'
C42	1530.00'	5°15'16"	140.31'	S 81°58'45" W	140.27'
C43	35.00'	87°59'32"	53.75'	S 40°36'38" W	48.62'

FINAL PLAT OF
LEGACY GROVE SEC 1
A SUBDIVISION OF
49.834 AC. / 2,170,768 SQ. FT.
SITUATED IN THE BENJAMIN RIGSBY SURVEY,
ABSTRACT NO. 31, CITY OF MONTGOMERY,
MONTGOMERY COUNTY, TEXAS
2 BLOCKS 3 RESERVES 65 LOTS
AUGUST 2025

Owner
TRI POINTE HOMES TEXAS, INC.
a Texas corporation
16340 Park Ten Place, Suite 250
Houston, TX 77084

Surveyor
WINDROSE
LAND SURVEYING | PLATTING
FIRM REGISTRATION NO. 10108800
713.458.2281 | WINDROSESERVICES.COM
5353 W SAM HOUSTON PKWY N, SUITE 150, HOUSTON TX 77041

Z:\59962 - CHEATHAM-STEWART TRACT\PLAT\20250822-PLAT-LEGACY GROVE S1-59962-P131063.DWG - SHENDERSON - 08/28/25



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 05°51'46" W	40.70'
L2	S 21°05'35" E	34.78'
L3	S 52°46'43" W	49.55'
L4	S 66°05'51" W	24.40'
L5	S 26°06'10" E	27.55'
L6	S 25°42'31" E	28.22'
L7	S 58°38'09" E	40.92'
L8	S 05°15'25" W	11.36'
L9	S 25°01'16" W	27.54'
L10	S 14°03'47" W	33.05'
L11	S 39°56'21" W	18.11'
L12	N 67°05'23" W	36.50'
L13	S 48°51'33" W	20.17'
L14	S 80°54'16" W	34.72'
L15	S 00°50'41" E	43.56'
L16	S 75°49'01" W	25.57'
L17	S 69°22'48" W	54.08'
L18	N 86°10'18" E	21.76'
L19	S 06°49'42" W	3.01'
L20	N 71°47'17" W	44.16'
L21	N 51°43'42" W	53.64'
L22	S 51°43'42" E	43.82'
L23	N 51°43'42" W	82.06'
L24	N 85°53'10" E	39.95'
L25	N 85°53'10" E	40.02'
L26	N 85°53'10" E	40.02'
L27	S 80°54'06" E	48.84'
L28	N 50°51'15" E	30.00'
L29	N 84°29'43" E	104.66'
L30	N 79°13'20" E	87.21'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	2,140.00'	4°59'42"	186.56'	S 85°36'18" W	186.50'
C2	2,145.00'	4°57'14"	185.47'	N 75°26'30" E	185.41'
C3	300.00'	28°41'12"	150.20'	N 10°57'27" E	148.64'
C4	300.00'	28°16'23"	148.04'	N 11°09'52" E	146.54'
C5	1500.00'	6°49'11"	178.54'	N 82°45'43" E	178.43'
C6	2000.00'	17°28'34"	610.04'	N 88°05'24" E	607.67'
C7	80.00'	20°03'36"	28.01'	N 61°45'30" W	27.87'
C8	300.00'	42°35'40"	223.02'	N 30°25'52" W	217.92'
C9	35.00'	90°26'34"	55.25'	N 48°36'25" W	49.69'
C10	27.00'	49°04'02"	23.12'	S 61°38'17" W	22.42'
C11	60.00'	278°08'04"	291.26'	N 03°49'42" W	78.62'
C12	27.00'	49°04'02"	23.12'	S 69°17'41" E	22.42'
C13	35.00'	89°33'26"	54.71'	N 41°23'35" E	49.31'
C14	35.00'	90°26'34"	55.25'	N 48°36'25" W	49.69'
C15	27.00'	49°04'02"	23.12'	S 61°38'17" W	22.42'
C16	60.00'	278°08'04"	291.26'	N 03°49'42" W	78.62'
C17	27.00'	49°04'02"	23.12'	S 69°17'41" E	22.42'
C18	35.00'	89°33'26"	54.71'	N 41°23'35" E	49.31'
C19	35.00'	88°28'33"	54.05'	N 47°37'25" W	48.83'
C20	27.00'	49°04'02"	23.12'	S 63°36'17" W	22.42'
C21	60.00'	278°08'04"	291.26'	N 01°51'42" W	78.62'
C22	27.00'	49°04'02"	23.12'	S 67°19'41" E	22.42'
C23	35.00'	76°54'44"	46.98'	N 49°40'56" E	43.53'
C24	330.00'	14°04'30"	81.07'	N 18°15'48" E	80.86'
C25	270.00'	27°09'22"	127.97'	N 11°43'22" E	126.78'
C26	330.00'	29°15'37"	168.53'	S 10°40'15" W	166.70'
C27	270.00'	28°41'12"	135.18'	S 10°57'27" W	133.78'
C28	35.00'	92°11'23"	56.32'	S 49°28'50" E	50.43'
C29	1470.00'	5°04'21"	130.14'	N 81°53'18" E	130.10'
C30	2030.00'	15°41'44"	556.09'	N 87°11'59" E	554.35'
C31	27.00'	45°30'18"	21.44'	N 72°17'42" E	20.88'
C32	60.00'	277°56'30"	291.06'	S 08°30'48" W	78.77'
C33	27.00'	52°38'25"	24.81'	N 58°50'10" W	23.94'
C34	1970.00'	12°03'10"	414.41'	S 88°49'03" W	413.65'
C35	35.00'	91°55'30"	56.15'	S 36°49'43" W	50.32'
C36	270.00'	42°35'40"	200.72'	S 30°25'52" E	196.13'
C37	27.00'	64°49'52"	30.55'	S 84°08'38" E	28.95'
C38	60.00'	272°34'21"	285.44'	S 19°43'37" W	82.93'
C39	27.00'	27°44'29"	13.07'	N 37°51'27" W	12.95'
C40	330.00'	42°35'40"	245.33'	N 30°25'52" W	239.72'
C41	35.00'	91°30'50"	55.90'	N 54°53'27" W	50.15'
C42	1530.00'	5°15'16"	140.31'	S 81°58'45" W	140.27'
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FINAL PLAT OF
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2 BLOCKS 3 RESERVES 65 LOTS

AUGUST 2025

Owner
TRI POINTE HOMES TEXAS, INC.
a Texas corporation
16340 Park Ten Place, Suite 250
Houston, TX 77084

Surveyor
WINDROSE
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FIRM REGISTRATION NO. 10108800
713.458.2281 | WINDROSESERVICES.COM
5353 W SAM HOUSTON PKWY N, SUITE 150, HOUSTON TX 77041

Montgomery City Council
AGENDA REPORT

Meeting Date: 09/22/2025	Budgeted Amount: NONE
Department: Administration	Prepared By: WGA

Subject

Consideration and possible action authorizing the Mayor to sign the Consent to Encroachment by and between the City of Montgomery and the Developer (“1000 Foster Drive LLC”) (Dev. No. 2208).

Recommendation

WGA and Staff recommend that the City Council approve the Encroachment Agreement and authorize the Mayor to sign the Consent to Encroachment.

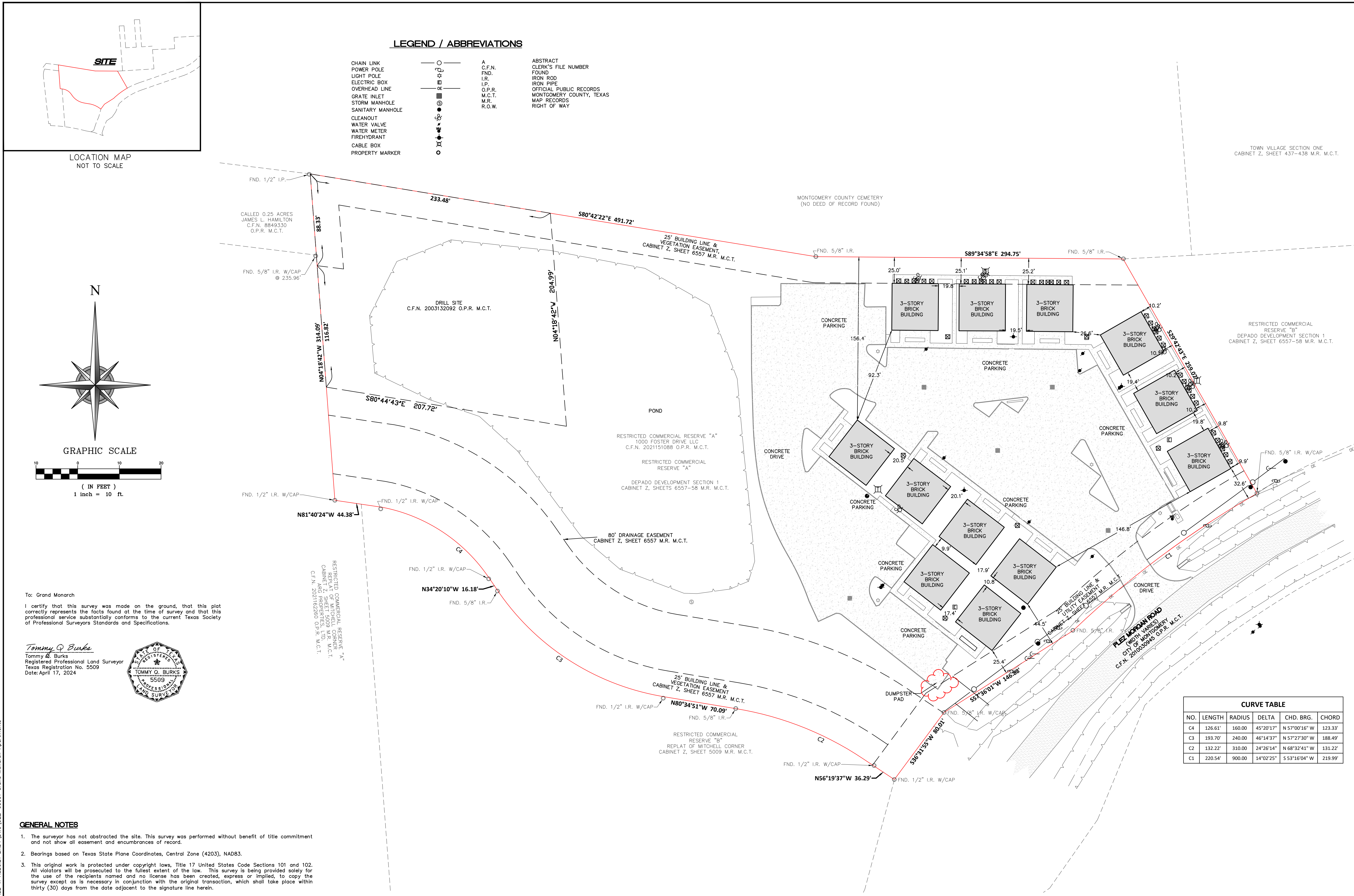
Discussion

The Consent to Encroachment Agreement and supporting documents are attached.

A Developer (“1000 Foster Drive LLC”) is requesting to construct a dumpster pad that encroaches on the City’s storm sewer. The Encroachment Agreement will allow for construction and maintenance of said improvements, and WGA and Staff recommend approval of the agreement.

Approved By

City Staff	Ruby Beaven	Date: 09/10/2025
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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS

COUNTY OF MONTOMERY

ENCROACHMENT AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made this 2 day of September, 2025, between the **CITY OF MONTGOMERY, TEXAS, a Texas municipal and political subdivision ("City")** and **1000 Foster Drive LLC, a Texas limited liability company ("Owner")**.

RECITALS

Owner is the owner of certain property located at 155 Plez Morgan Drive, Montgomery, Texas 77356 ("Property"), more particularly described in the survey attached hereto as Exhibit "A."

Owner has placed a dumpster and pad on a City public utility easement on the Property.

Owner has agreed to regularly maintain the dumpster and pad at its sole expense.

City and Owner agree that City may in the future need to make major repairs to the public utility easement on the Property.

If future major repairs to the City's public utilities are required by City, the Owner's dumpster and pad may need to be relocated or disturbed in order for City to perform the necessary repairs.

The dumpster and pad shall be the property of Owner and shall be maintained by Owner. Owner agrees that City shall not incur the expense of maintaining the dumpster and pad or removing the dumpster and pad.

City has agreed to the existing encroachment on the Property, subject to the above recitals and the following terms and conditions agreed by Owner.

NOW, THEREFORE, be it mutually agreed by Owner and City as follows:

1. Consent to Encroachment. Subject to the above recitals and the terms of this Agreement, City hereby consents and allows Owner to encroach on the City public utility easement with the already-placed dumpster and pad.

2. Term. This Agreement shall have an indefinite term and shall run with the Property until the City and the Owner, or its successors and assigns, agree to terminate this Agreement.

3. Conditions.

- a. Owner shall obtain all licenses or permits necessary for the dumpster and pad on the City public utility easement, and any other improvements on the Property.
- b. Owner shall be solely responsible for the normal maintenance of the dumpster and pad on the Property and shall maintain them to avoid any damage to or interference with the City facilities, other public utilities or the general right of City to utilize the easement for its intended purpose. City shall be responsible for major repairs to the public utility easement (i.e., any work other than the normal maintenance required by Owner).
- c. City shall not be responsible to Owner, its successors, assigns, or any other party for damages to Owner's dumpster and pad or other improvements on or along the City public utility easement on the Property. City may, at any time upon reasonable notice, require the removal of the dumpster and pad on the City public utility easement for the purpose of allowing City to make repairs to its public utilities. Owner shall remove and, if desired by Owner, replace such improvements promptly at its sole expense and shall not be entitled to compensation or damages of any kind.
- d. Owner shall notify the City in writing of any change in ownership of the Property.

4. Notices. Any notice required or permitted under this Agreement shall be deemed sufficient if delivered in hand or by First Class US Mail addressed to the parties as follows:

CITY

City of Montgomery
ATTN: City Administrator
101 Old Plantersville Road
Montgomery, Texas 77356

OWNER

1000 Foster Drive, LLC
18445 SH 105 W. Ste. 102-217
Montgomery, Texas 77356

5. Indemnity. **OWNER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY, ITS ELECTED OFFICIALS, OFFICERS AND EMPLOYEES, FROM ANY CLAIMS, SUITS, CAUSES OF ACTION, COSTS OR DAMAGES ARISING FROM OWNER'S ACTION OR INACTION RELATING TO MAINTENANCE OF THE PUBLIC UTILITY EASEMENT BY CITY OR ANY IMPROVEMENTS BY OWNER ON OR ALONG THE PUBLIC UTILITY EASEMENT ON THE PROPERTY.**

6. Entire Agreement. This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party hereto.

7. Construction and Venue. This Agreement shall be construed in accordance with the laws of the State of Texas. Exclusive venue over any claim or cause of action arising hereunder shall be in the courts of Montgomery County, Texas.

8. Agreement a Covenant Running With the Land. This Agreement shall be recorded in the Real Property Records of Montgomery County, Texas and shall be a covenant running with the Owner's land and binding upon the Owner's successors and assigns.

CITY OF MONTGOMERY, TEXAS

By: _____
Sara Countryman, Mayor

State of Texas §
County of Montgomery §

This instrument was acknowledged before me on this ____ day of _____, 2025, by SARA COUNTRYMAN, mayor of and acting on behalf of the City of Montgomery, Texas.

Notary Public, State of Texas

(Owner execution page follows)

1000 Foster Diver, LLC

By: *Anthony Cook*

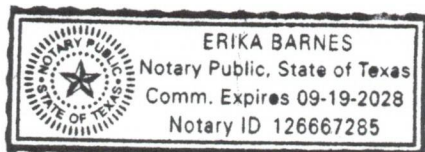
Name: Anthony Cook

Title: President

State of Texas §

County of Montgomery §

This instrument was acknowledged before me on this 2 day of September, 2025, by Anthony Cook, President of 1000 Foster Drive, LLC.



Erika Barnes
Notary Public, State of Texas

After Recording Return to:

City Secretary
City of Montgomery, Texas
101 Old Plantersville Road
Montgomery, Texas 77356

Montgomery City Council
AGENDA REPORT

Meeting Date: 09/22/2025	Budgeted Amount: NONE
Department: Administration	Prepared By: WGA

Subject

Consideration and possible action on the acceptance of the Engineer's Recommendation of AR Turnkee Construction Co., Inc. to complete the Construction Services related to the College Street Drainage Repair project.

Recommendation

Approve the contract with AR Turnkee Construction Co., Inc. to complete the construction of the College Street Drainage Repair project and authorize the Mayor to sign the agreement.

Discussion

The Engineer's Memo and bid summary tabulation are attached.

The City began advertising for design firms on August 12, 2025, and received a total of 8 submissions on September 9, 2025, and began to review submissions.

WGA recommends that the City select AR Turnkee Construction Co., Inc. as they submitted the lowest base bid proposal in the amount of \$100,985.00 and 20 calendar days to achieve final completion.

As a reminder, this project to is being funded by American Rescue Plan Act (ARPA Funds).

Approved By

City Staff	Ruby Beaven	Date: 09/10/2025
------------	-------------	------------------



September 10, 2025

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

Re: College Street Drainage Repair
City of Montgomery

Dear Mayor and Council,

We received bids for the referenced project for the City of Montgomery at WGA on September 9, 2025, at 2:00 pm. Bids were publicly opened and read at that time. Eight (8) bid proposals were received. For your convenience, a summary of the bid tabulation is enclosed. AR Turnkee Construction Co., Inc. submitted the lowest base bid proposal in the amount of \$100,985.00 and 20 calendar days to achieve final completion.

We have worked with AR Turnkee Construction Co., Inc. in the past and found them to be an acceptable contractor. We recommend the referenced project be awarded to AR Turnkee Construction Co., Inc. based on their base bid proposal in the amount of \$100,985.00 and 20 calendar days to achieve final completion.

Upon your approval, we will prepare the appropriate contract documents for execution. If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Chris Roznovsky, PE
City Engineer

CVR/cnf

Z:\00574 (City of Montgomery)\022 College Street Drainage\700 Construction\730 Contract Documents\00574-022 ROA.docx

Enclosure: Bid Tabulation Summary

Cc (via email): Ms. Corinne Tilley – City of Montgomery, Planning & Development Administrator & Code Enforcement Officer
Mr. Brent Walker – City of Montgomery, City Administrator
Ms. Ruby Beaven – City of Montgomery, City Secretary
Mr. Mike Muckleroy – City of Montgomery, Director of Public Works
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney

Bid Opener Name: David AguayoSignature: 

BID SUMMARY						
COLLEGE STREET DRAINAGE REPAIR						
FOR CITY OF MONTGOMERY, TX						
PROJECT NO.: 00574-022-00						
DATE: 9/9/2025 @ 2:00 PM						
	Bidder	TOTAL BASE BID	Calendar Days	Bid Form Signature Page	Bid Security	1295 Form
1	AR Turnkey Construction Co., Inc.	\$100,985.00	20	X	X	X
2	Experts Underground Solutions, LLC	\$118,808.00	40	X	X	X
3	Tejas Civil Construction Group, LLC	\$127,736.40	60	X	X	X
4	GMR Total Services, LLC	\$147,188.60	25	X	X	
5	Teamwork Construction Services	\$189,452.00	50	X	X	X
6	DVL Enterprises, LLC	\$228,302.00	60	X	X	X
7	Macyas Construction & Utilities, LLC	\$273,201.00	100	X	X	
8	MB Western Construction	\$338,029.00	90	X	X	X

Denotes mathematical error/discrepancy in calculation and/or missing requirement

Montgomery City Council
AGENDA REPORT

Meeting Date: 09/22/2025	Budgeted Amount: NONE
Department: Administration	Prepared By: WGA

Subject

Consideration and possible action on formally ending the one-year warranty period and releasing the maintenance bond on the Buffalo Springs Drive Roadway Improvement project.

Recommendation

WGA and Staff recommend that Council formally end the one-year warranty period and release the maintenance bond for the project.

Discussion

The Engineer's memo and supporting documents are attached.

The warranty inspection was held on September 2, 2025, and the deficiencies noted during the inspection have been addressed.

As a reminder, this project entered the one-year warranty period on September 12, 2024, and was funded by Home Depot.

Approved By

City Staff	Ruby Beaven	Date: 09/10/2025
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September 11, 2025

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

Re: Warranty Release
Buffalo Springs Drive Roadway Improvements
City of Montgomery

Dear Mayor and City Council:

As you are aware, the Buffalo Springs Drive Roadway Improvements project has been completed by the contractor, and the roadway is open for use. The one-year warranty inspection was held on September 2, 2025, and all deficiencies noted during the inspection have since been addressed.

We recommend formally ending the warranty period and releasing the maintenance bond for the project. As a reminder, this project was funded by Home Depot as a part of their development.

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

Sincerely,

A handwritten signature in blue ink that reads "Chris Roznovsky".

Chris Roznovsky, PE
City Engineer

CVR/jtd

Z:\00574 (City of Montgomery)_900 General Consultation\Correspondence\Letters\2025\2025.09.10 MEMO to Council RE Buffalo Springs Roadway Warranty Release.docx

Enclosures: Final Project Punchlist

Cc (via email): Ms. Corinne Tilley – City of Montgomery, Planning & Development Administrator & Code Enforcement Officer

Mr. Brent Walker – City of Montgomery, City Administrator

Mr. Mike Muckleroy – City of Montgomery, Director of Public Works

Ms. Ruby Beaven – City of Montgomery, City Secretary

Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney



September 9, 2025

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

Re: One-Year Warranty Inspection
Buffalo Springs Drive Roadway Improvements
City of Montgomery
TIN No. 74-263592

Dear Mayor and Council:

Ward, Getz & Associates LLC held the one-year warranty inspection for the referenced project on September 2, 2025, at 2:00 PM. The punchlist of deficiencies noted during the inspection have been complete and/or corrected.

The following individuals were in attendance during the one-year warranty inspection:

Angel Romo Walle – Ward, Getz & Associates LLC
Ryan Latour – Scythe Construction, LLC

Based on the following, we recommend the City of Montgomery officially end the warranty for the project and release the maintenance bond.

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

Sincerely,

Sean Donahue, PE
Construction Department Manager

SD/cnf

Z:\00574 (City of Montgomery)\014 Buffalo Springs Drive\4.0 CONSTRUCTION\4.05 Construction Admin & Inspections\Warranty\Warranty (1yr)
Inspection - Complete - CoM.docx

cc (via email): Mr. Brent Walker – City of Montgomery, City Administrator
Ms. Corinne Tilley – City of Montgomery, Code Enforcement Officer and P&D Administrator
Ms. Ruby Beaven – City of Montgomery, City Secretary
Mr. Mike Muckleroy – City of Montgomery, Director of Public Works
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney
Mr. Chris Roznovsky, PE – Ward, Getz, & Associates LLC, City Engineer

1 YEAR WARRANTY INSPECTION

Project: Buffalo Springs Drive Roadway Improvements
 Engineer: Ward, Getz & Associates LLC
 Contractor: Scythe Construction, LLC
 Inspection Date & Time: September 02, 2025 at 2:00 PM

Punchlist Details		Completed
1	Seal cracks on the curb @ Buffalo Springs Dr. STA 3+10	Completed
2	Seal cracks on pavement @ Buffalo Springs Dr. STA 0+50, STA 4+30.99	Completed
3	Replace broken irrigation sleeves on median	Completed

Z:\00574 (City of Montgomery)\014 Buffalo Springs Drive\4.0 CONSTRUCTION\4.05 Construction Admin & Inspections\Warranty\Warranty - 1 Year Warranty Punch List completed - 2025.03.09.xlsx



Ward, Getz & Associates, LLC

#00574-014-00 - Buffalo Springs Drive Roadway Reconstruction

One-Year Warranty Inspection

City of Montgomery

Buffalo Springs Drive Roadway Improvements

00574-014-00

One-Year Warranty Inspection

Created By SiteMax Systems
Created Date Tuesday, September 9th, 2025



Project Address
Montgomery, Texas, US

Ward, Getz & Associates, LLC

#00574-014-00 - Buffalo Springs Drive Roadway Reconstruction

Deficiency #1 - Seal cracks on the curb @ Buffalo Springs Dr. STA 3+10

[Link](#)

Deficiency #2 - Seal cracks on pavement @ Buffalo Springs Dr. STA 0+50, STA 4+30.99

[Link](#)

Deficiency #3 - Replace broken irrigation sleeves on median

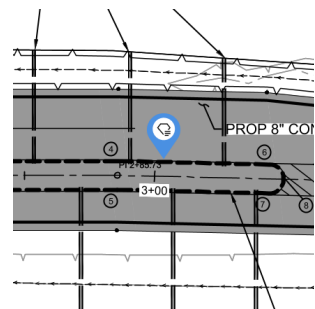
[Link](#)

Project Buffalo Springs Drive Roadway Reconstruction #00574-014-00
Project Address , Montgomery, Texas
Project Manager

Report Date 2025
Created By SiteMax Systems
Super/Foreman

Completed 3

#	1	Item	Seal cracks on the curb @ Buffalo Springs Dr. STA 3+10
Status	Completed	Priority	None
Type	Deficiency	Phase	General

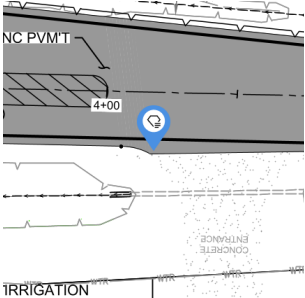


09. Issuance Date: 2024-10-28

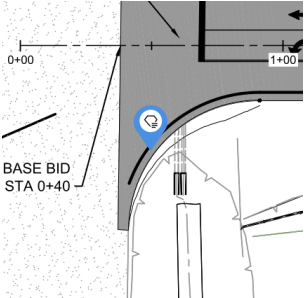
Resolution Completed



#	2	Item	Seal cracks on pavement @ Buffalo Springs Dr. STA 0+50, STA 4+30.99
Status	Completed	Priority	None
Type	Deficiency	Phase	General



09. Issuance Date: 2024-10-28

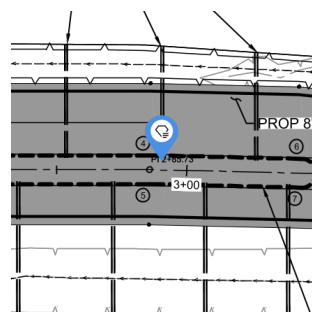


09. Issuance Date: 2024-10-28

Resolution Completed



#	3	Item	Replace broken irrigation sleeves on median
Status	Completed	Priority	None
Type	Deficiency	Phase	General



09. Issuance Date: 2024-10-28

Resolution

Completed



Montgomery City Council
AGENDA REPORT

Meeting Date: 09/22/2025	Budgeted Amount: NONE
Department: Administration	Prepared By: WGA

Subject

Consideration and possible action on a variance request related to the required parking for the multi-family development by BCS Capital (Dev. No. 2415).

Recommendation

WGA and Staff recommend that the Council take action on the variances related to Section 98-286 as presented.

Discussion

The Recommendation from P&Z and supporting documentation is attached.

The Developer is requesting a variance to the City's code of ordinances Chapter 78 Ordinances related to the following:

- Section 98-286: Each apartment or townhouse unit shall have off-street parking for 2 vehicles. The Developer is requesting to provide a parking ratio of 1.5 spaces for each apartment unit.

Approved By

City Staff	Ruby Beaven	Date: 09/10/2025
------------	-------------	------------------



CITY OF MONTGOMERY

101 Old Plantersville Road
 Montgomery, TX 77316
 Tel: 936-597-6434
 Fax: 936-597-6437

September 3, 2025

Mayor Countryman
 City Council Members

RE: Planning and Zoning Commission Recommendation

Mayor and City Council Members,

On September 2, 2025, the City of Montgomery Planning and Zoning Commission ("the Commission") considered the variance request related to the required off-street parking for the BCS Capital Multi-family development (Dev. No. 2415), pursuant to Section 98-286(2) of the City of Montgomery Code of Ordinances ("the Code"):

Sec. 98-286. General requirements.

In all districts, there shall be provided, at the time any building or structure is erected or structurally altered, off-street parking in accordance with the following requirements:

(2) *Multifamily district (R-2)*. Each apartment or townhouse unit shall have off-street parking for two vehicles.

Upon thorough review of the request with the supporting information, the Commission recommends that the City Council deny the variance request for 1.5 parking spaces per unit because it does not comply with the City's Zoning Ordinance.

The motion passed with a vote of 4-0, with 1 member absent.

Respectfully,

Corinne Tilley
 Code Enforcement Officer
 Planning/Zoning Administrator



September 11, 2025

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

Re: Variance Request
BCS Capital (Dev. No. 2415)
City of Montgomery

Dear Mayor and Council:

BCS Capital (the "Developer") plans to proceed with the development of the approximately 11-acre multi-family development located south of the intersection of CB Stewart Drive and Buffalo Springs Drive. The Developer is requesting the following variance from the City's Code of Ordinances:

- Section 98-286: Each apartment or townhouse unit shall have off-street parking for 2 vehicles. The Developer is requesting to provide a parking ratio of 1.5 spaces for each apartment unit.

Enclosed you will find the request for variance as submitted by the engineer for the development and the formal recommendation from the Planning & Zoning Commission. It is important to note that the Developer has not received plan approval for the site, and the final layout of their site is contingent on the variances being requested at this time.

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

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

Sincerely,

Chris Roznovsky, PE
City Engineer

CVR/jtd

Z:\00574 (City of Montgomery)\148 BCS Capital\Correspondence\Letters\2025.09.10 MEMO to Council BCS Variance Request.docx

Enclosures: Variance Request

Planning & Zoning Formal Recommendation

Cc (via email): Ms. Corinne Tilley – City of Montgomery, Planning & Development Administrator
Mr. Brent Walker – City of Montgomery, City Administrator
Ms. Ruby Beaven – City of Montgomery, City Secretary
Mr. Mike Muckleroy – City of Montgomery, Director of Public Works
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney



Variance Request Application

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

Item 14.

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

Contact Information

Property Owner(s): BCS Montgomery LLC

Address: 194 Fountain View Drive Suite 220 Zip Code: 77057

Email Address: jack.burgher@bcscapitalgroup.com Phone: (713)- 703-9730

Applicants: L Squared Engineering

Address: 3307 W Davis Street #100 Conroe, TX

Email Address: Lreel@L2engineering.com Phone: (936)-647-0420

Parcel Information

Property Identification Number (MCAD R#): 33179, 392833

Legal Description: A portion of Tract 2-G, John Corner Survey , Abstract 8

Street Address or Location: Property south of the intersection of C B Stewart Drive and N Buffalo Springs Drive

Acreage: 11.09 acres Present Zoning: B and PD (currently going through rezoning process to become R2) Present Land Use: Vacant

Variance Request

Applicant is requesting a variance from the following:

City of Montgomery Ordinance No.: 98 Section(s): 286

Ordinance wording as stated in Section (286):

Multifamily district (R-2). Each apartment or townhouse unit shall have off-street parking for two vehicles

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

The applicant is requesting a parking ratio of 1.5 spaces for each unit

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

DocuSigned by:
6A8208A9953C4B8...

Signature: Jack Burger

Date: 8/19/2025

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. **All fees paid by credit card are subject to a 5% merchant fee.**

☒ 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.

<div>Date Received</div> <div>Office Use</div>	
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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.



L SQUARED ENGINEERING
MUNICIPAL COMMERCIAL RESIDENTIAL

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

August 6, 2025

City of Montgomery
101 Old Plantersville Road
Montgomery, TX 77316

RE: Variance request for Buffalo Springs Drive Apartments (BCS Capital, LLC)

According to Chapter 98-286 of the City of Montgomery Code of Ordinances, any development in the Multi-family district (R-2) is required to have off-street parking for two vehicles for each apartment or townhouse unit. The proposed development will consist of 192 1 bedroom units and 120 2 bedroom units. The existing ordinance has the set parking ratio, independent of the size of unit, number of bedrooms, etc. A parking ratio of 1.5 spaces for each unit has been proposed for this development.

We believe the variance requests are justified for the following reasons:

- The development is providing sufficient parking more than equal to 2 spaces for each of the 2-bedroom units however, 1-bedroom units should not need 2 parking spaces per unit.
- Due to the size of the master planned development, the developer is proposing to more closely align with the current City of Houston parking requirements (1.333 parking spaces for each 1-bedroom unit and 1.666 parking spaces for each 2-bedroom unit). Based on this requirement, a total of 456 spaces would be required.
- Using City of Houston criteria, the proposed site plan shows 27 more parking spaces than required.

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

Thank you,

Jonathan White, PE
L Squared Engineering
Vice President
936-647-0420
Jwhite@L2engineering.com

Attachments: Variance Request Applications, Land Plan, City of Houston Parking Requirements



Sec. 26-492. Parking spaces for certain types of use classifications.

The construction of a building or alteration of a building or tract for any of the following types of use classifications shall provide the required number of parking spaces, or the incremental increase in the number of parking spaces in the case of an alteration, as shown below for that use classification.

Use Classification	Required Number of Parking Spaces
Class 1. Office:	
a. Office	2.5 parking spaces for every 1,000 square feet of GFA or 2.75 parking spaces for every 1,000 square feet of UFA
b. Financial facility	4.0 parking spaces for every 1,000 square feet of GFA
Class 2. Residential:	
a. Apartment	1.250 parking spaces for each efficiency dwelling unit
	1.333 parking spaces for each one-bedroom dwelling unit
	1.666 parking spaces for each two-bedroom dwelling unit
	2.0 parking spaces for each dwelling unit with 3 or more bedrooms
b. Single-family residential or manufactured home	2.0 parking spaces for each dwelling unit, except that a secondary dwelling unit not larger than 900 square feet of GFA shall provide 1.0 parking space
c. Special residential	0.3 parking spaces per sleeping room, plus 1.0 parking space per employee on largest shift
d. Retirement community (with kitchen facilities)	0.75 parking spaces per dwelling unit, plus 1.0 space per employee on the largest shift
e. Retirement community (without kitchen facilities)	1.0 parking space for every 6 beds, plus 1.0 parking space per employee on largest shift
f. Hotel or motel	1.0 parking space for each sleeping room up and including 250 rooms;
	0.75 parking spaces for each sleeping room from 251 rooms to 500 rooms;
	0.50 parking spaces for each sleeping room in excess of 500 rooms
Class 3. Health Care Facilities:	
a. Hospital	2.2 parking spaces for each bed
b. Psychiatric hospital	1.0 parking space for every 4 beds and 1.0 parking space for every 4 employees
c. Clinic (medical complex)	2.7 parking spaces for every 1,000 square feet of GFA
d. Clinic (medical or dental)	3.5 parking spaces for every 1,000 square feet of GFA
e. Nursing home	1.0 parking space for every 3 beds and 1.0 parking space for every 4 employees
f. Funeral home or mortuary	0.5 parking spaces for every chapel seat
g. Veterinary clinic	5.0 parking spaces for every 1,000 square feet of UFA
Class 4. Industrial and Commercial Manufacturing:	
a. Multi-tenant (or multi-building project):	
1. At grade (no docks)	2.5 parking spaces per 1,000 square feet of GFA of office space; and 1.0 parking space per 5,000 square feet of GFA of warehouse space

2. Semi-dock high	2.5 parking spaces per 1,000 square feet of GFA of office space; and 1.0 parking space per 5,000 square feet of GFA of warehouse space
3. Full-dock high	2.5 parking spaces per 1,000 square feet of GFA of office space; and 1.0 parking space per 7,000 square feet of GFA of warehouse space
b. Bulk warehouse	2.5 parking spaces per 1,000 square feet of GFA of office space; and 1.0 parking space per 7,000 square feet of GFA of warehouse space
c. Heavy manufacturing and industrial	2.5 parking spaces per 1,000 square feet of GFA of office space; and 1.0 parking space per 2,000 square feet of GFA of warehouse space
d. Light manufacturing assembly and research and development	2.5 parking spaces per 1,000 square feet of GFA of office space; and 1.0 parking space per 1,500 square feet of GFA of assembly space
e. Transportation terminal	6.5 parking spaces per 1,000 square feet of GFA of waiting area
f. Truck terminal	1.0 parking space per 2,000 square feet of GFA
g. Mini-warehouse facility	1.0 parking space for every 50 storage units or bays
Class 5. Religious and Educational:	
a. Church	1.0 parking space for every 5 fixed seats in auditorium or sanctuary or, if there are no fixed seats, 1.0 parking space for every 40 square feet of GFA in the main auditorium or sanctuary
b. Nursery school or day care center	1.0 parking space for every employee on duty during the largest shift, plus 1.0 parking space for every 5 children in attendance when the facility is operating at maximum capacity
	1.0 parking space for every employee on duty during the largest shift and 1.0 parking space for every 10 children in attendance when the facility is operating at maximum capacity if a drop-off, drive-in, or drive-through facility is provided
c. School (public, denominational or private):	
1. Elementary school	1.0 parking space per every 12 occupants
2. Junior high school (including a school for 9 th grade only)	1.0 parking space per every 7 occupants
3. Senior high school	1.0 parking space per every 3 occupants
d. College, university, or trade school	1.0 parking space for every 3 employees plus 1.0 parking space for every 10 students residing on campus and 1.0 parking space for every 5 students not residing on campus
e. Library	1.2 parking spaces for every 1,000 square feet of GFA
f. Art gallery or museum	3.0 parking spaces for every 1,000 square feet of GFA of exhibit area or gallery space
Class 6. Recreation and Entertainment:	
a. Golf course	5.0 parking spaces for every green
b. Movie theater	0.3 parking spaces for every seat
c. Bowling alley	5.0 parking spaces per lane
d. Theater, auditorium or arena	1.0 parking space for every 3 seats
e. Tennis or racquet club	3.0 parking spaces per court
f.	5.0 parking spaces for every 1,000 square feet of GFA

	Sports club or health spa	
g.	Roller or ice skating rink	5.0 parking spaces for every 1,000 square feet of GFA
h.	Swimming club	9.0 parking spaces per employee
i.	Park (5 to 10 acres)	1.0 parking space for the first 2 acres and 1.0 parking space for each additional acre and additional parking spaces must be provided for each separate use classification constructed in the park
j.	Park (over 10 acres)	5.0 spaces for the first acre; and 1.0 space for each additional 10.0 acres and additional parking spaces must be provided for each separate use classification constructed in the park
k.	Park pavilion	1.0 parking space for each picnic table
l.	Sports complex	1.0 parking space for every 40 square feet of seating
m.	Miniature golf	1.0 parking space for each hole
n.	Driving range (golf)	1.0 parking space for each tee
o.	Arcade or game room	5.0 parking spaces for every 1,000 square feet of GFA
Class 7. Food and Beverage:		
a.	Take-out restaurant	4.0 parking spaces for every 1,000 square feet of GFA
b.	Dessert shop	6.0 parking spaces for every 1,000 square feet of GFA and outdoor decks, patio and seating areas in excess of 15% of GFA
c.	Small restaurant	8.0 parking spaces for every 1,000 square feet of GFA and outdoor decks, patio and seating areas in excess of 15% of GFA
d.	Neighborhood restaurant	9.0 parking spaces for every 1,000 square feet of GFA and outdoor decks, patio and seating areas in excess of 15% of GFA
e.	Restaurant	10.0 parking spaces for every 1,000 square feet of GFA and outdoor decks, patio and seating areas in excess of 15% of GFA
f.	Tavern or pub	10.0 parking spaces for every 1,000 square feet of GFA and outdoor decks, patio and seating areas
g.	Small bar	12.0 parking spaces for every 1,000 square feet of GFA and outdoor decks, patio and seating areas
h.	Bar, club or lounge	14.0 parking spaces for every 1,000 square feet of GFA and outdoor decks, patios and seating areas
Class 8. Retail Services:		
a.	Supermarket	5.0 parking spaces for every 1,000 square feet of GFA
b.	Furniture store	2.0 parking spaces for every 1,000 square feet of GFA
c.	Retail store	4.0 parking spaces for every 1,000 square feet of GFA
d.	Building materials or home improvement store	4.0 parking spaces for every 1,000 square feet of GFA of retail sales area
e.	Barber or beauty shop	8.0 parking spaces for every 1,000 square feet of GFA
f.	Shopping center (strip) (up to 25,000 square feet of GFA)	4.0 parking spaces for every 1,000 square feet of GFA, plus the incremental increase in the number of parking spaces required by 26-495(a)
g.	Shopping center (neighborhood) (25,000–100,000 square feet of GFA)	4.0 parking spaces per 1,000 square feet of GFA, plus the incremental increase in the number of parking spaces required by 26-495(b)
h.	Shopping center (regional) (over	4.0 parking spaces for every 1,000 square feet of GFA

	100,000 square feet of GFA)	
Class 9. Automobiles:		
a.	Auto sales dealer	5.5 parking spaces for every 1,000 square feet of GFA
b.	Auto repair establishment	5.0 parking spaces for every 1,000 square feet of GFA
c.	Car wash (automated)	2.5 parking spaces for each bay or stall for stacking space
d.	Car wash (all other)	1.0 parking space per bay or stall
e.	Service station	3.0 parking spaces for each service stall and 1.0 space for each employee on duty during largest shift
f.	Auto parts and supply store	4.0 parking spaces for every 1,000 square feet of GFA of retail sales area

(Ord. No. 2013-208, § 2(Exh. A), 3-6-2013)

~~PRIMARY ENTRY~~



CB STUART DR

AMENITY

BUFFALO SPRINGS DR

MULTIFAMILY TRACT
11.09 AC

Montgomery City Council
AGENDA REPORT

Meeting Date: 09/22/2025	Budgeted Amount:
Department: Admin	Prepared By: Stephanie Johnson

Subject

Consideration and possible action on a three-year agreement to outsource professional installation services to enhance holiday lighting for Christmas in Montgomery.

Recommendation

Staff recommends possible motion to approve entering into a three-year professional services agreement for holiday and year-round lighting enhancements.

Discussion

Angie, Tis the Season Lightning & Décor will present a detailed presentation, including vendor proposal, visuals of potential designs, and a breakdown of annual and total costs. Professional installation and removal of holiday lighting displays for multiple areas.

Cedar Brake Park
City Hall
Downtown Montgomery
Community Building

The goal of this agreement is to enhance Montgomery's brand as a welcoming and vibrant destination during the holiday season and beyond. Add to existing quality, consistency, and reliability of the city's holiday and decorative lighting displays. Reduced staff time and liability associated with installation and maintenance.

Year-round lighting installed on the large oak trees at the Community Center.
Quarterly maintenance to ensure all lighting remains functional and presentable.

The contract would cover installation, takedown, storage, and maintenance of all lighting fixtures. Includes special components: A la Cart items & permanent lighting on select oak trees at the Community Center, with quarterly checks and repairs.

Approved By

Brent Walker	City Administrator	Date: 09/15/2025
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2025 Holiday City of Montgomery

City of Montgomery

Expires 10/1/2025

City of Montgomery (Billing)	Site #1 (site)	Tis the Season Lighting and Decor LLC
101 Old Plantersville Rd	101 Old	611 SHEPHERD DR #310
Montgomery, TX 77356	Plantersville	Houston, TX 77007
sjohnson@ci.montgomery.tx.us	Rd	angie@tistheseasontx.com
(936) 597-6434	Montgomery, TX 77356	(832) 472-8434

Features

☒ Cedar Brake Park Small Monument Sign (Eva St and Shepperd St)

Lit sprays on columns on both sides of monument.

Extension Cord, 10' outdoor
Quantity: 1

Hardware

Spray, Teardrop 36" Warm White LED, Decorated with Glitter Bow
Quantity: 4

Timer, Photocell Dusk to Dawn, Single Outlet
Quantity: 1

☒ **Cedar Brake Park Large Monument Sign (Eva St and Houston)**
LED C9's (12" spacing) on wall; custom glitter bow on top.

C9 Warm White LED
Quantity: 25

Custom Glitter Bow 10' with Loops and LED Lights
Quantity: 1

Extension Cord, 10' outdoor
Quantity: 1

Hardware

Timer, Photocell Dusk to Dawn, Single Outlet
Quantity: 1

☒ **Cedar Brake Park Pavilion (Hwy 105 and Shepperd)**
LED C9's (15" spacing) outlining the roofline and ridges.

C9 Pure White LED
Quantity: 210

Extension Cord, 15' outdoor
Quantity: 1

Hardware

Timer, Photocell Dusk to Dawn, Single Outlet
Quantity: 1

☒ **City Hall Building (101 Old Plantersville Rd)**

LED C9's (15" spacing) along roofline; wreath at peak; wreath on goat's neck.

C9 Warm White LED
Quantity: 300

Extension Cord, 15' outdoor
Quantity: 1

Hardware

Timer, Photocell Dusk to Dawn, Single Outlet
Quantity: 1

Wreath, 30" Non-Lit, Decorated with Glitter Bow
Quantity: 1

Wreath, 36" Warm White LED, Decorated with Glitter Bow
Quantity: 1

☒ **City Hall Corner (corner of Hwy 105 and Old Plantersville Rd)**

LED C9's (12" spacing) outlining the gazebo roof, including decorative lit garland; lit starts in brick flower beds.

C9 Pure White LED
Quantity: 75

Extension Cord, 50' outdoor
Quantity: 1

Garland, 14" Warm White LED, Decorated
Quantity: 60

Hardware

Stars (set of 3) LED
Quantity: 4

Timer, Photocell Dusk to Dawn, Single Outlet
Quantity: 2

☑ Downtown Historical District Community Center Bldg (Liberty St and College St)

LED C9's (15" spacing) around roofline and ridges; wreath at peak; 15' lit tree with customer glitter bow.

C9 Warm White LED
Quantity: 320

Extension Cord, 15' outdoor
Quantity: 1

Extension Cord, 25' outdoor

Quantity: 1

Hardware

Timer, Photocell Dusk to Dawn, Single Outlet
Quantity: 1

Tree 15' LED WW
Quantity: 1

Wreath, 48" Warm White LED, Decorated with Glitter Bow
Quantity: 1

☑ Downtown Historical District Community Center Trees (corner of Liberty St and College St)

LED mini lights on trees on (4) trees at corner), plus (3) additional trees; approximately (20) strands/tree. Red/Green spotlights throughout the grassy area.

Extension Cord, 15' outdoor
Quantity: 7

Mini Lights LED – 4" spacing, 100 bulb, grn cord, coaxial plug – Warm White
Quantity: 140

Solar LED Spotlight (3)
Quantity: 3

Timer, Photocell Dusk to Dawn, Single Outlet

Quantity: 7

☑ Downtown Historical District Monument Sign (corner of FM 149 and SH 105))

Wreaths and LED C9's outlining the monument sign on both sides.

C9 Warm White LED
Quantity: 60

Extension Cord, 10' outdoor
Quantity: 1

Hardware

Timer, Photocell Dusk to Dawn, Single Outlet
Quantity: 1

Wreath, 30" Warm White LED, Decorated with Glitter Bow
Quantity: 2

☑ Downtown "Welcome to Montgomery" Monument sign (SH 105 and Prairie St)

Garland on top and down sides of sign; LED C9's on stakes (15" spacing) outlining the bed.

C9 Warm White LED
Quantity: 40

Extension Cord, 10' outdoor

Quantity: 1

Garland, 14" Warm White LED, Decorated
Quantity: 12

Hardware

Timer, Photocell Dusk to Dawn, Single Outlet
Quantity: 1

☒ **Downtown Historical District Pavilion for Band (corner of McCown St and College)**
LED C9's (15" spacing) on roofline of pavilion. Garland and custom glitter bows on each pole (4).

C9 Warm White LED
Quantity: 5

Extension Cord, 10' outdoor
Quantity: 1

Garland, 14" Warm White LED, Decorated
Quantity: 48

Glitter Bow
Quantity: 4

Timer, Photocell Dusk to Dawn, Single Outlet
Quantity: 1

☒ **Downtown Historical District Light Posts (McCown St between College and Caroline St)**

Wreaths on each light post, (17) total.

Timer, Photocell Dusk to Dawn, Single Outlet
Quantity: 17

Wreath, 30" Warm White LED, Decorated with Glitter Bow
Quantity: 17

☒ **Downtown Historical District Community Center Ornaments for Trees (corner of Liberty St and College St)**

A mix of colored ornaments and lit spheres (7) total on each tree.

16" LED Foldable Sphere WW
Quantity: 14

20" Foldable Sphere Warm White
Quantity: 14

Hardware

Ornament, 300 mm
Quantity: 14

Ornament, 400 mm

Quantity: 7

Cedar Brake Park Light Posts (Hwy 105 and Shepperd)

Lit garland and outdoor velvet bows on (47) light posts, 10' of garland per light post.

Bow, Small Red Velvet Outdoor
Quantity: 47

Garland, 14" Warm White LED, Non-Decorated
Quantity: 470

Timer, Photocell Dusk to Dawn, Single Outlet
Quantity: 47

Goat by Community Center

Complimentary Decor for the Goat! To Be Determined.

Pricing

To meet the needs of all of our customers, TIS THE SEASON LIGHTING AND DECOR, LLC offers three options for pricing. We offer 1-year, 2-year, and 3-year contracts, with varying price ranges. The prices shown on this proposal are per-year prices.

It's very simple: **The longer the contract, the more you save!**

If you should decide to back out of the contract before the contract is finished, you would owe 50% of the remaining years' contract cost, as presented in this proposal, due immediately upon cancellation. We would never expect you to pay any more than that.

1 Year Agreement		2 Year Agreement		3 Year Agreement	
Subtotal	\$41,979.50	Subtotal	\$30,259.75	Subtotal	\$23,979.00
Tax	\$0.00	Tax	\$0.00	Tax	\$0.00
Total \$41,979.50/year		Total \$30,259.75/year		Total \$23,979.00/year	
Deposit		Deposit		Deposit	
Amount	\$20,989.75	Amount	\$15,129.88	Amount	\$11,989.50
Due Date	30 Days	Due Date	30 Days	Due Date	30 Days
A 3.95% card processing fee may apply.		A 3.95% card processing fee may apply.		A 3.95% card processing fee may apply.	

Files

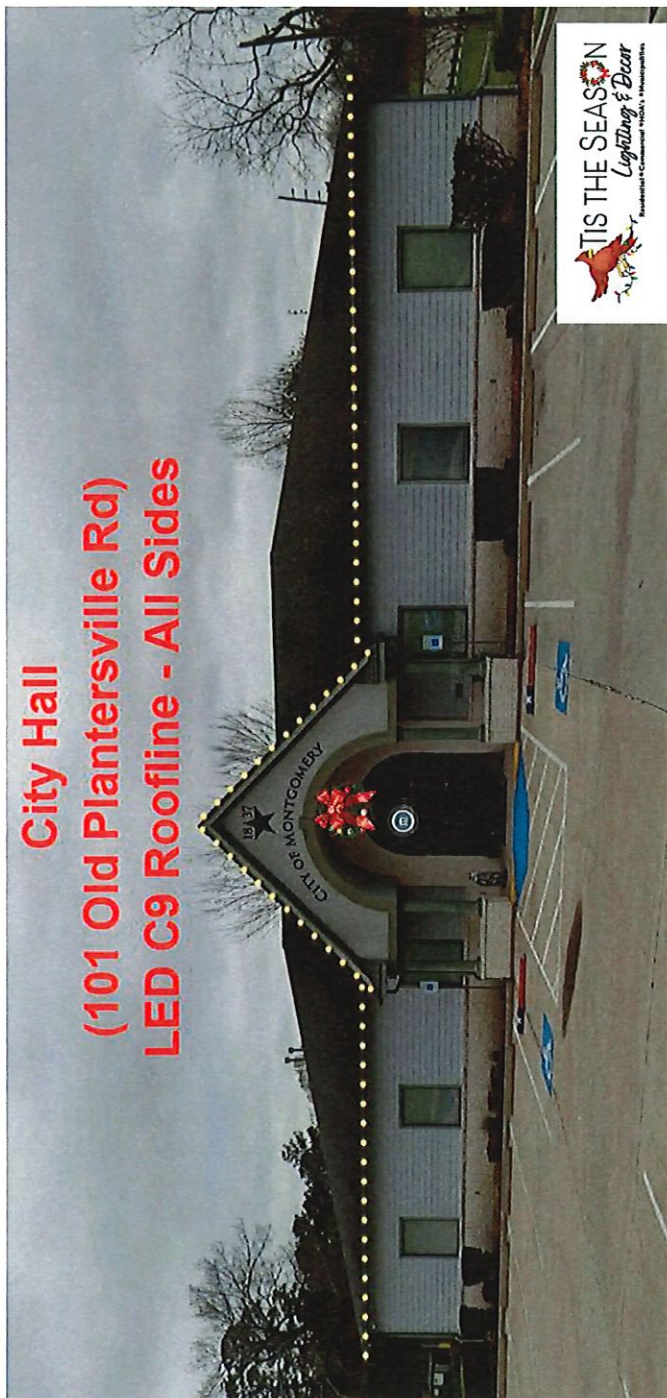




City Hall Corner
(101 Old Plantersville Rd)

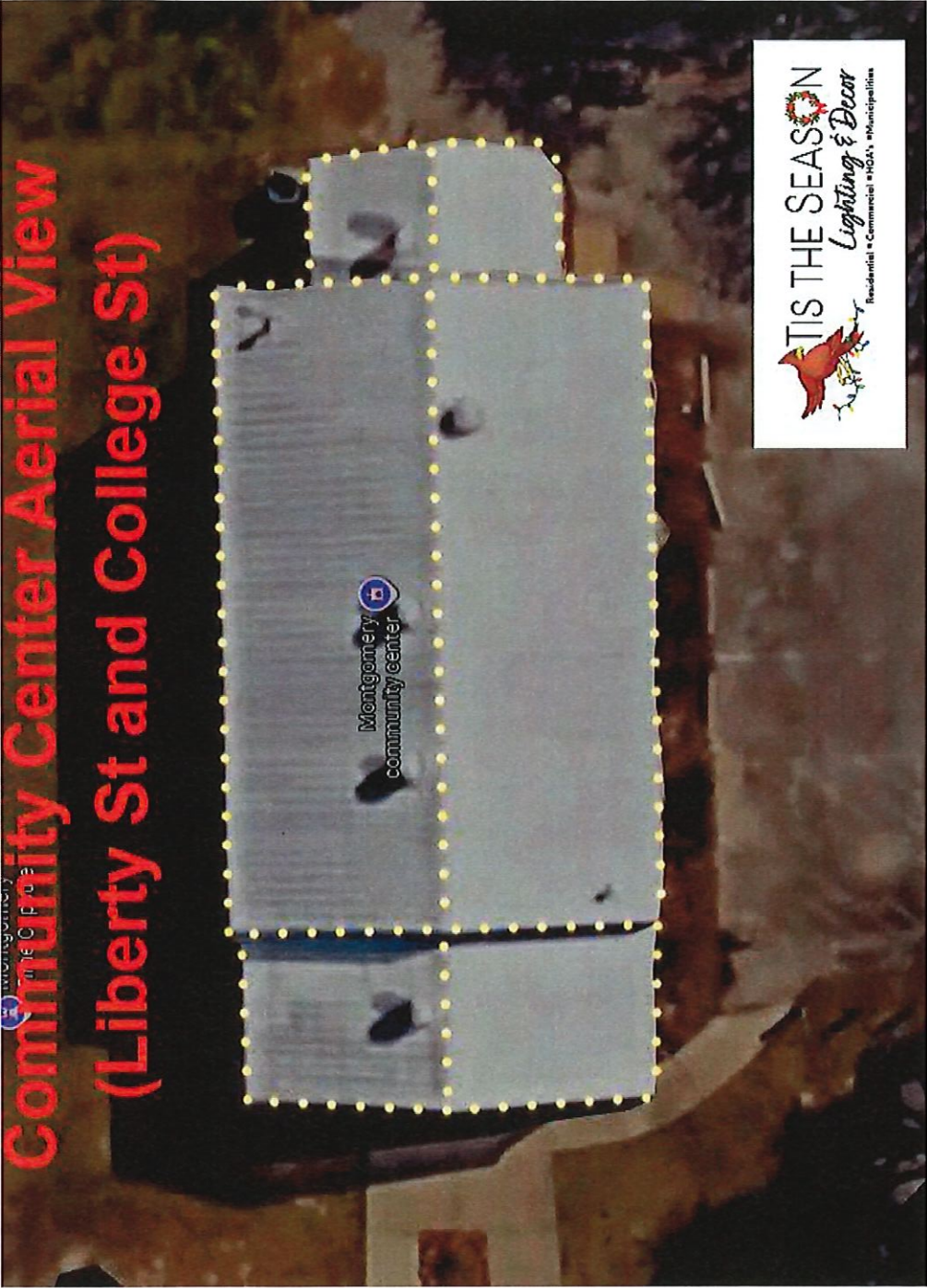


**City Hall
(101 Old Plantersville Rd)
LED C9 Roofline - All Sides**



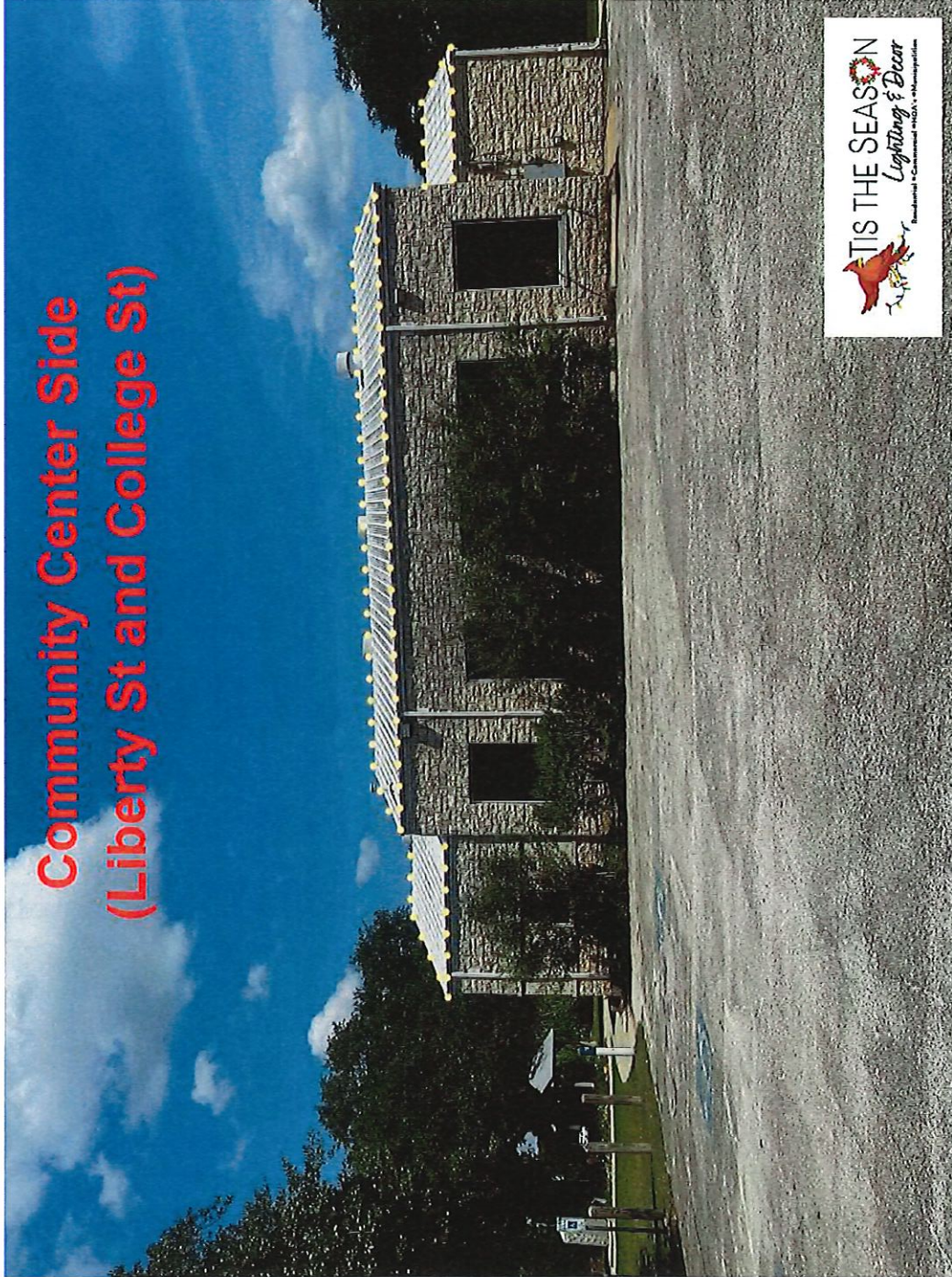
SH 105 and Prairie St

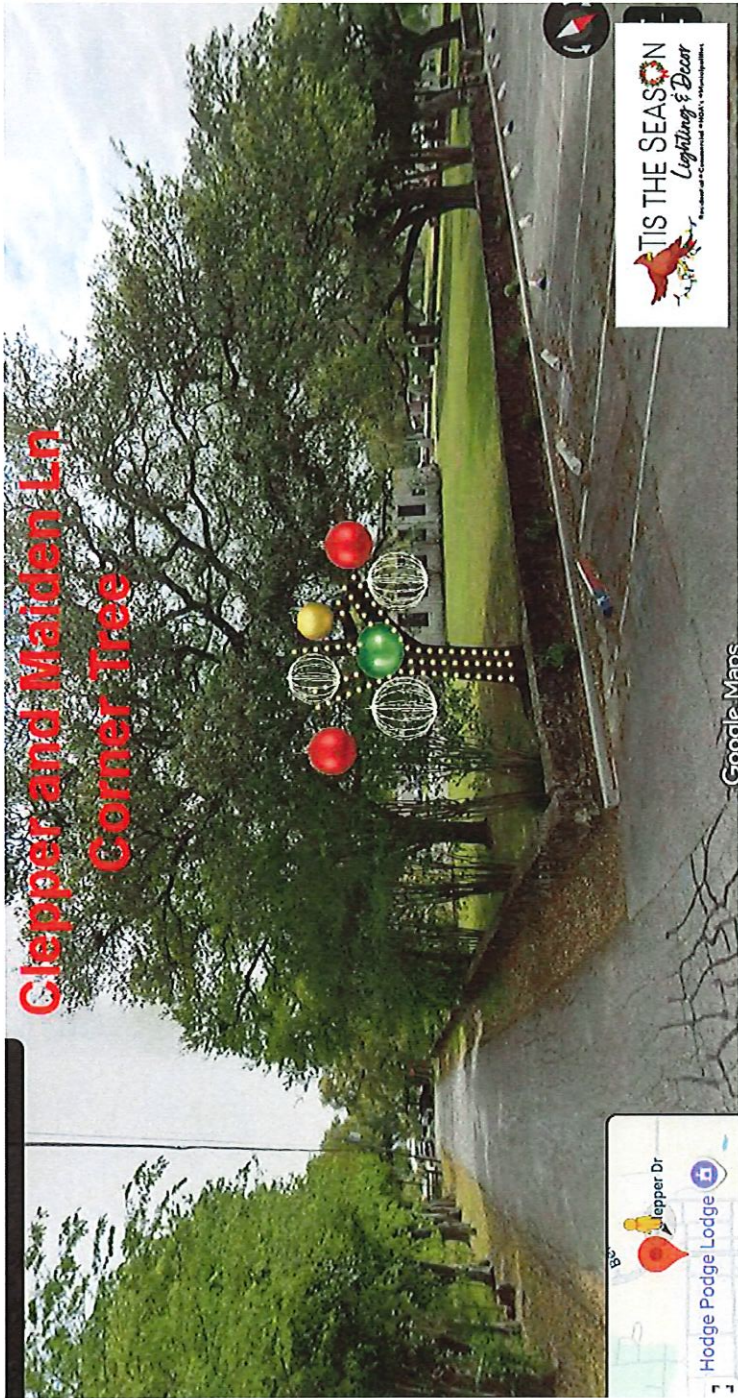


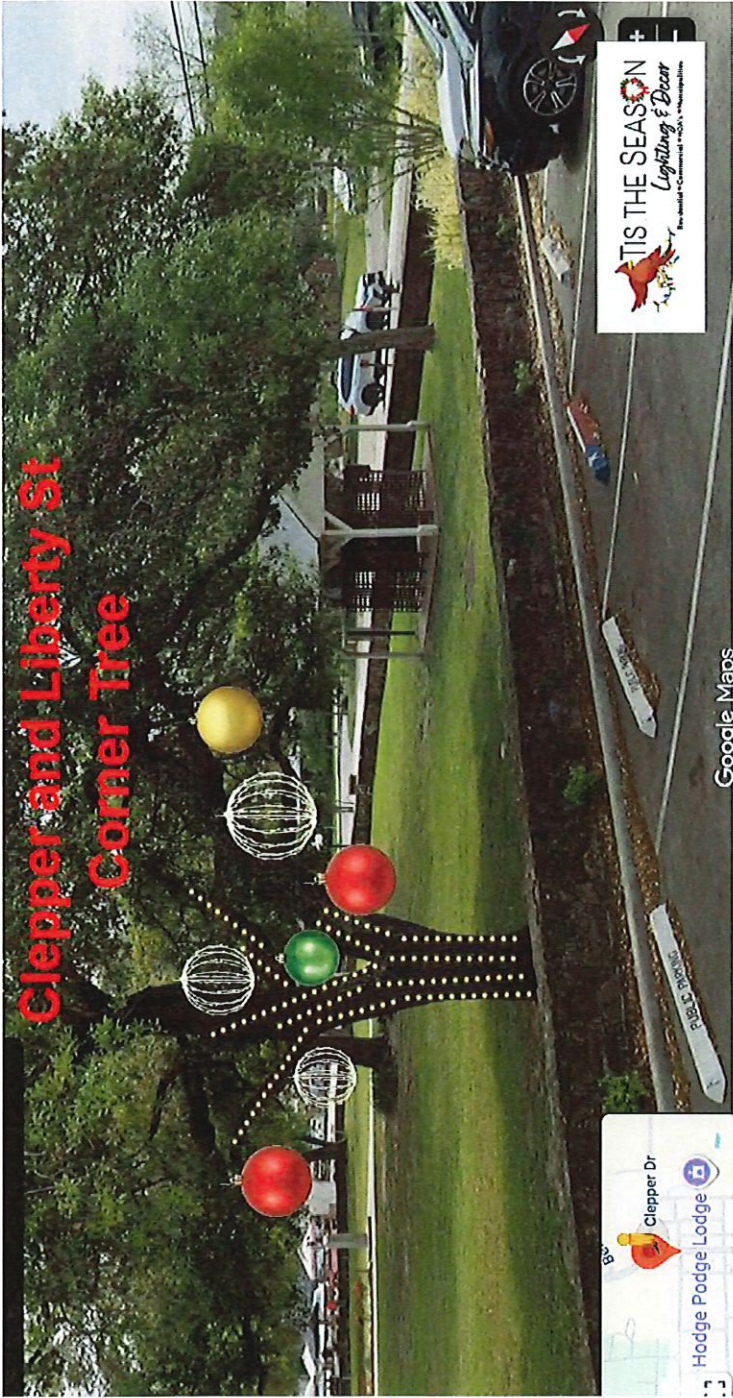


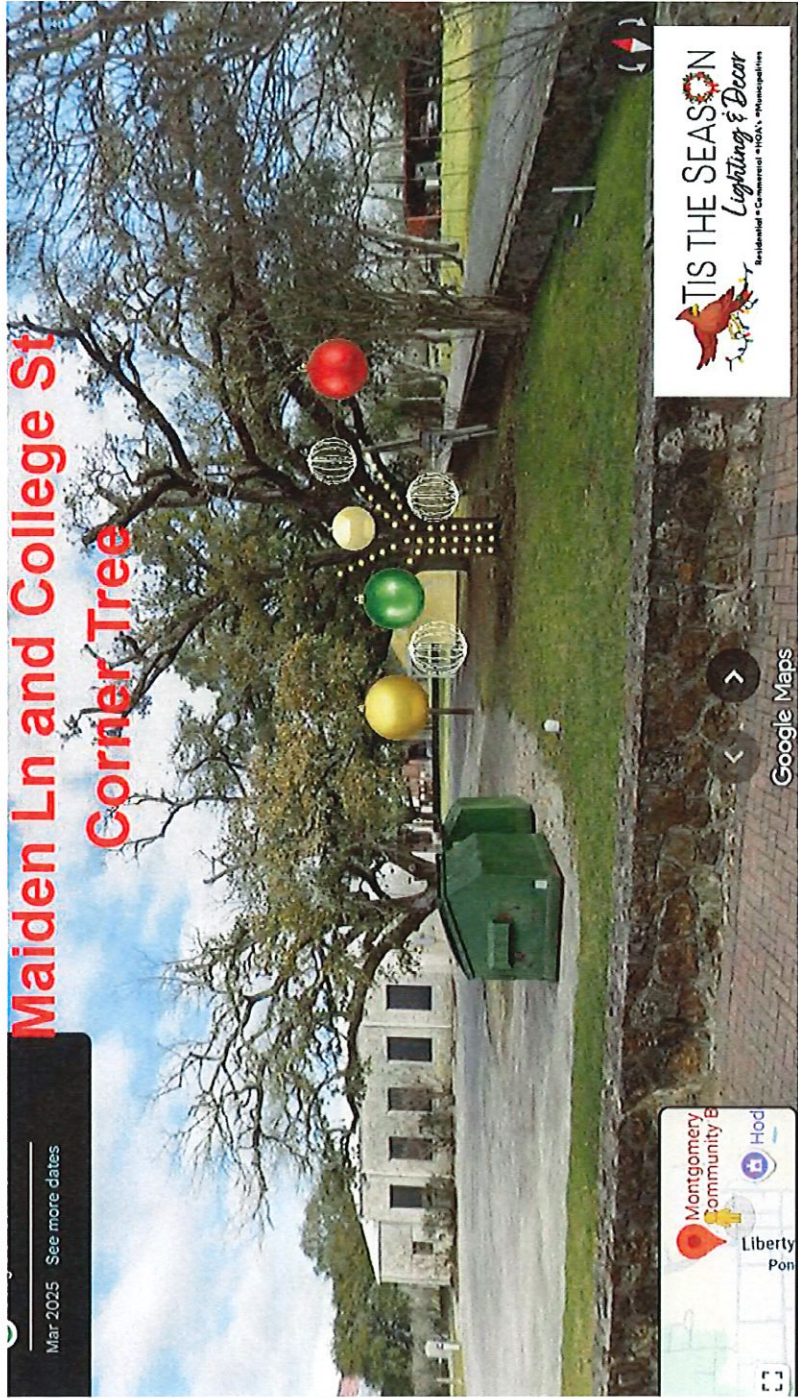


Community Center Side (Liberty St and College St)











Goat at City Hall
(decorative wreath around
his neck)

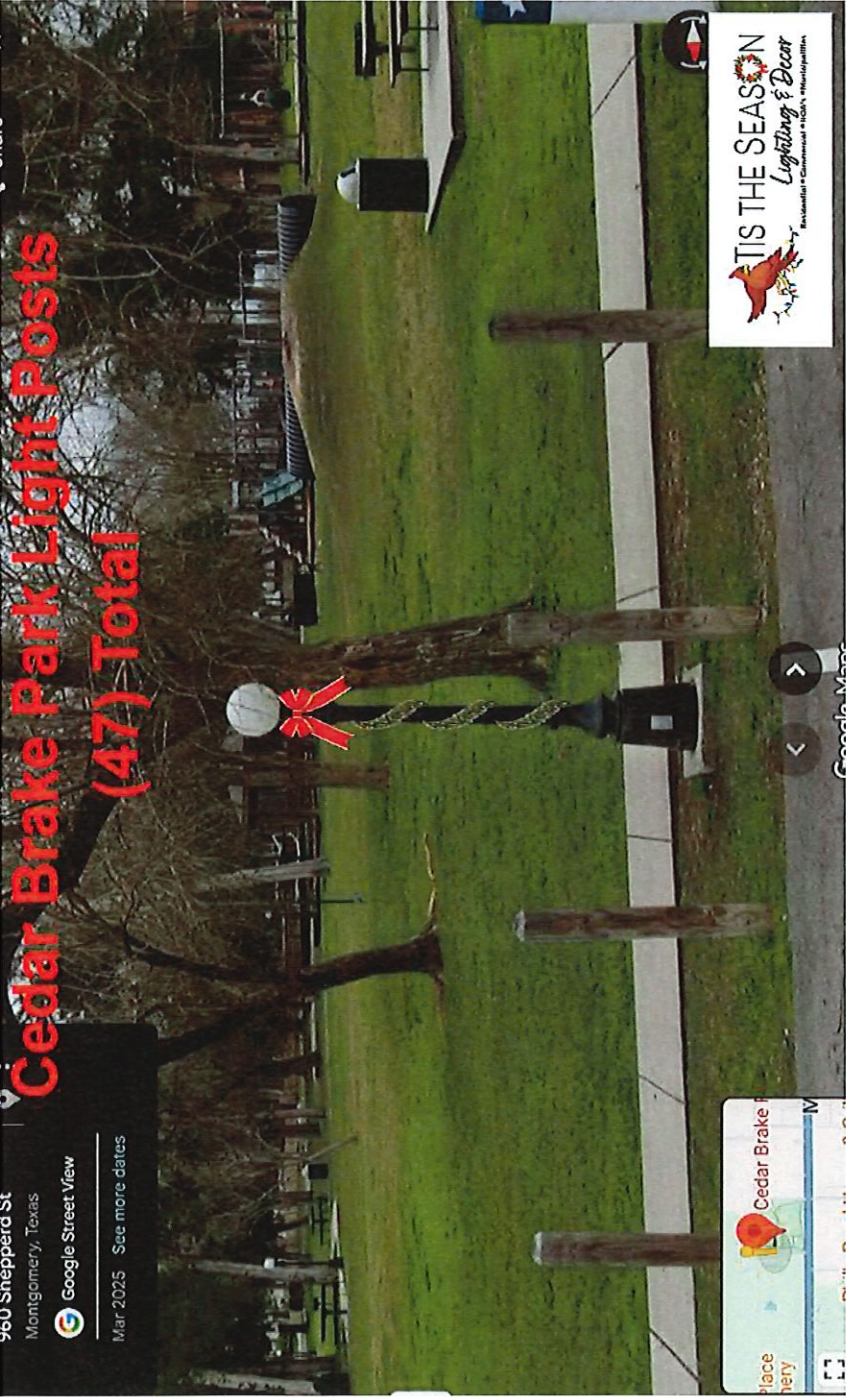




FM 149 and SH 105 @ corner
2-sided monument - wreaths and
lights on both sides

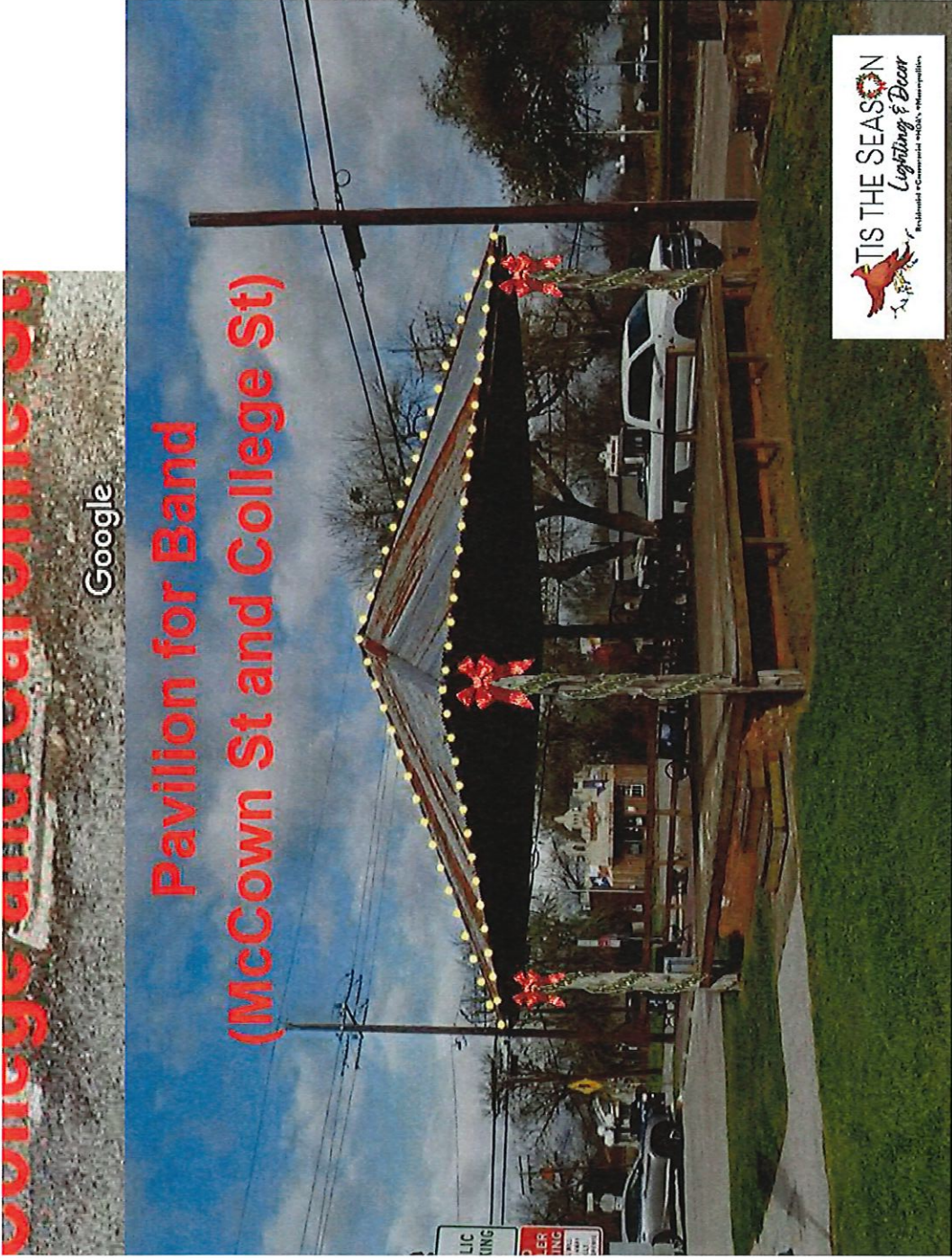
Hwy 105 and Shepperd St







**Downtown Light Posts
(McCown between
College and Caroline St.)**



Terms & Conditions

Leasing Model

1. Typical Project Invoicing
 - o Upon acceptance of project – 50% of project total, due one week from invoice date or 48 hours prior to install, if less than one week prior to install.
 - o Remaining project total – due before installation.
2. Display Maintenance

- If any lights stop working, minor maintenance is free of charge. Simply contact your representative and someone will be there to help ASAP. However, restrictions do apply:

- **TIS THE SEASON LIGHTING AND DECOR, LLC** will only repair lights and decorations that were provided by, and installed by, **TIS THE SEASON LIGHTING AND DECOR, LLC**. No items installed or provided by the client will be the responsibility of **TIS THE SEASON LIGHTING AND DECOR, LLC**.
- If the problem is determined to be due to an electrical issue that is of no fault of **TIS THE SEASON LIGHTING AND DECOR, LLC**, a maintenance charge will be incurred.
- **TIS THE SEASON LIGHTING AND DECOR, LLC** will continue to service displays free of charge until December 24th. After that point, a maintenance charge will be incurred if service is requested.

3. Removal and Storage

- Removals begin on or around January 4th of each year and continue until necessary. If you require removal on a specific date, please tell your representative and arrangements may be made.
- All materials provided by **TIS THE SEASON LIGHTING AND DECOR, LLC** are owned solely by **TIS THE SEASON LIGHTING AND DECOR, LLC**. At no time should the client assume ownership of materials used.

4. Stolen or Vandalized Decor

- **TIS THE SEASON LIGHTING AND DECOR, LLC** is not responsible for lost, damaged/vandalized or stolen decor. Customer will incur a replacement cost for any and all materials.

5. Cancellation

- IF customer cancels prior to the end of the contract, they are responsible for 50% of the remaining price of the contract period.

6. Surcharge

- *Additional government-imposed duties effective after January 1, 2025, are not included in the price. If additional tariffs are implemented, the extra import*

taxes will be added to the purchase price.

Montgomery City Council
AGENDA REPORT

Meeting Date: September 16, 2025	Budgeted Amount: Pay Grade 106
Department: Administration	Prepared By: Ruby Beaven

Subject

TABLED 09/09/2025: Consideration and possible action on the request for the creation of a full-time new position for a Parks & Recreation Program Coordinator & Event Organizer.

Recommendation

Staff recommend approval of the creation of a full-time Parks & Recreation Program Coordinator & Event Organizer position within Parks and Recreation Division to strategically plan, manage, and expand city events and quality of life programs.

Montgomery City Council
AGENDA REPORT

Discussion

This item was TABLED from the September 09, 2025 meeting.

The City of Montgomery continues to experience growth in both population and community expectations for programs and events that foster civic pride, community engagement, and an enhanced quality of life. The City is increasingly tasked with organizing city-wide events, supporting community programming, and developing initiatives that connect residents, businesses, and visitors.

Currently, the Parks & Recreation Division does not have a dedicated staff member responsible for the planning, coordination, and execution of special events and quality of life programs. This responsibility has been allocated to MEDC. With MEDC requesting a full-time staff member for support of their economic development programs and much of their funding including promotion and advertising being utilized for new programs and video advertisement, etc. it will be necessary for the City to support events and quality of life programs through the Parks and Recreation Division with a proposed new Parks & Recreation Program Coordinator & Event Organizer.

The addition of a dedicated Parks & Recreation Program Coordinator & Event Organizer would provide the following benefits:

1. Centralized Event Management: Ensure consistent planning, promotion, and execution of city events such as festivals, holiday celebrations, concerts, and cultural activities.
2. Expanded Quality of Life Programs: Develop recreational, cultural, and wellness programs tailored to Montgomery residents of all ages.
3. Community Engagement & Partnerships: Build stronger relationships with local organizations, businesses, and volunteers to enhance program offerings and secure sponsorships.
4. Tourism & Economic Impact: Strengthen Montgomery's reputation as a destination city by offering high-quality, well-organized events that attract visitors and support local businesses.
5. Promote and Enhance City Parks: Promoting events and activities that will showcase our parks.

This new position directly supports City Council's goals of improving quality of life, fostering community engagement, and supporting economic development through well-managed public events. Establishing this role ensures that the City of Montgomery can continue to provide high-value programming that reflects the community's character and enhances resident satisfaction.

Approved By

City Administrator

Brent Walker

Date: 09/16/2025



City of Montgomery, TX
Parks & Recreation Program Coordinator & Event Organizer
Job Description

Department: Public Works
Immediate Supervisor: Public Works Director
FLSA: Non-Exempt
Pay Grade: 106

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Under the direction of the Public Works Director, the Parks & Recreation Program Coordinator & Event Organizer is responsible for planning, executing, and overseeing a variety of recreational programs and public events within the community.

Primary responsibilities of this position are listed below. This list is not an all-inclusive, and other duties may be required as assigned.

Program Coordination

- Develop and implement a variety of community-based recreational programs .
- Coordinate scheduling of programs and events in city parks and facilities.
- Oversee use of facilities and equipment for recreational activities, ensuring proper maintenance and availability.
- Assist in preparation and management of program budgets.
- Regularly assess program effectiveness and adjust offerings as needed.

Event Planning and Execution

- Organize and manage city-wide events and festivals (parades, holiday celebrations, concerts, movies, etc.).
- Oversee event logistics including venues, vendors, permits, signage, entertainment, and scheduling.
- Negotiate contracts and manage vendor/sponsor relationships.
- Recruit, train, and manage staff and volunteers for events.
- Develop and execute marketing strategies for events via social media, flyers, and newsletters.

Community Engagement and Outreach

- Serve as primary point of contact for residents regarding programs and events.
- Build relationships with local organizations, businesses, and schools to support programs and events.
- Encourage community participation and gather feedback for continuous improvement.

Operational and Administrative Duties

- Track expenditures and submit regular reports to the Public Works Director.
- Ensure safety and compliance standards are met for all programs and events.
- Conduct post-event evaluations and prepare reports for city leadership.

EDUCATION AND/OR EXPERIENCE

- High School Diploma or GED equivalent required.
- Associate's degree in Marketing, Hospitality, Communications or related field preferred.



City of Montgomery, TX
Parks & Recreation Program Coordinator & Event Organizer
Job Description

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- Three (3) years of experience in program coordination, event planning, or related field, preferably in parks and recreation.
- Experience managing large-scale public events and community programs.
- Experience with budgeting, vendor management, and resource allocation.
- Must possess a valid State of Texas Driver's License.

Any combination of related education, experience, certifications, and licenses will result in a candidate successfully performing the essential functions of the job.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Strong organizational and multitasking abilities.
- Excellent verbal and written communication skills.
- Ability to build effective relationships with staff, volunteers, vendors, sponsors, and the public.
- Ability to work flexible hours, including evenings and weekends, as required. Demonstrated ability to work effectively under pressure and manage multiple projects simultaneously.
- Proficient in Microsoft Office Suite and event management software.

PHYSICAL DEMANDS AND LOCATION

- This position is primarily in an office setting with frequent time in parks, community centers, and event venues. Evening and weekend work required during events.
- The physical demands of this position require the ability to sit, stand, use hands to finger, eye and hand coordination.
- The employee will be required to operate a motor vehicle, carry, push, pull, lift or hold up to 50lbs of equipment or furniture.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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