



City of Montgomery City Council Regular Meeting Agenda

August 26, 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 **Tuesday, August 26, 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.

PRESENTATION

- [4.](#) Proclamation recognizing the Mary Vaughan Corner Chapter, NSDAR.
- [5.](#) Proclamation Honoring First Sergeant Shawn Johnston, USMC (Ret.).
- [6.](#) Proclamation Honoring First Sergeant William Miller, USMC (Ret.).

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.

- [7.](#) Consideration and possible action on the City Council Workshop Meeting Minutes of August 11, 2025.
- [8.](#) Consideration and possible action on a Resolution calling for a Public Hearing to be held on September 9, 2025, on an application by H-E-B, LP for a Special Use Permit on 31.97 Acre Tract of Land Situated in the J. Corner Survey, Abstract No. 8 of Montgomery County, Texas for the drive thru lane of a restaurant that is a part of the HEB Grocery development.

REGULAR AGENDA

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

- [9.](#) TABLED 08/26/2025 Consideration and possible action regarding a partnership agreement with Montgomery Neighbors Magazine to promote city initiatives, marketing and events.
- [10.](#) Consideration and possible action to approve a proposed agreement for the use of a firearms training range by law enforcement officers and authorizing the Chief of Police to sign the range agreement.
- [11.](#) Consideration and possible action authorizing the City Administrator to sign the Consent to Encroachment by and between the City of Montgomery and the Developer (“Texas First Bank”) (Dev. No. 2503).
- [12.](#) Consideration and Possible Action to award the contract for the Lift Station 10 Improvements Phase II project.
- [13.](#) Consideration and Possible Action authorizing the Mayor to sign the Escrow Agreement by and between the City of Montgomery and the Developer (“SR 105 LLC”) and authorizing the city engineer to prepare a Feasibility Study for the proposed 12.1-acre development.
- [14.](#) Consideration and Possible Action regarding authorizing the City Engineer to begin design of the Buffalo Springs and CB Stewart Public Infrastructure Improvements project (the “Project”) subject to receipt of deposit from BCS Capital Group (Dev. No. 2415).
- [15.](#) Consideration and Possible Action regarding authorizing the City Engineer to begin design of the Buffalo Springs Drive and CB Stewart Roadway Reconstruction project (the “Project”) subject to receipt of deposit from BCS Capital Group (Dev. No. 2415).
- [16.](#) Consideration and Possible Action on the acceptance of the Engineer’s Recommendation of Bull-G Construction, LLC to complete the Construction Services related to the West Lone Star Parkway 12” Waterline Extension project.
- [17.](#) Consideration and Possible Action to award the Water Plant No. 3 Booster Pump Addition project and authorize the Mayor to sign the agreement.
- [18.](#) Consideration and possible action on a Interlocal Agreement between the City of Montgomery and Montgomery Economic Development Corporation in regard to a tract of land located at 203 and 213 Prairie Street, Montgomery, Texas 77316.

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

- 19.** Items to consider for placement on future agendas.
- 20.** 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 a public 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: **August 20, 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: August 26, 2025	Budgeted Amount: N/A
Department: Administration	Prepared By: Ruby Beaven

Subject

Proclamation recognizing the Mary Vaughan Corner Chapter, NSDAR.

Recommendation

Presentation Only.

Discussion

On June 24, 2025, the Mary Vaughan Corner Chapter of the National Society Daughters of the American Revolution (NSDAR) was officially organized. This chapter proudly honors Mary Vaughan Corner, a pioneering woman who, in 1829, as a widow with three sons from Louisiana, became the first woman to receive the first league of land in the Lake Creek Settlement and was settler No. 272 in Stephen F. Austin's Second Colony. with 32 dedicated members and more applicants in the approval process, the chapter is committed to preserving history, fostering patriotism, and serving the community.

Approved By

City Administrator	Brent Walker	Date: 08/18/2025
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PROCLAMATION

Recognizing the Mary Vaughan Corner Chapter, NSDAR

WHEREAS, on June 24, 2025, the Mary Vaughan Corner Chapter of the National Society Daughters of the American Revolution (NSDAR) was officially organized, marking a significant milestone in our community's history; and

Whereas, this chapter proudly honors Mary Vaughan Corner, a pioneering woman who, in 1829, as a widow with three sons from Louisiana, became the first woman to receive the first league of land in the Lake Creek Settlement and was settler No. 272 in Stephen F. Austin's Second Colony, exemplifying courage, perseverance, and pioneering spirit; and

Whereas, with 32 dedicated members and more applicants in the approval process, the chapter is committed to preserving history, fostering patriotism, and serving the community.

NOW, THEREFORE, I, Sara Countryman, Mayor of the City of Montgomery, Texas, on behalf of the City Council and all our citizens, do hereby recognize and congratulate the

Mary Vaughan Corner Chapter, NSDAR

on this momentous occasion and commends its members for their dedication to heritage and community service.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Montgomery, Texas to be affixed this 26th day of August 2025.

CITY OF MONTGOMERY, TEXAS

Sara Countryman, Mayor

ATTEST

Ruby Beaven, City Secretary

Montgomery City Council
AGENDA REPORT

Meeting Date: August 26, 2025	Budgeted Amount: N/A
Department: Administration	Prepared By: Ruby Beaven

Subject

Proclamation Honoring First Sergeant Shawn Johnston, USMC (Ret.).

Recommendation

Presentation Only.

Discussion

First Sergeant Shawn Johnston honorably served our nation as a United States Marine for twenty years, demonstrating courage, leadership, and a steadfast commitment to the values of duty, honor, and country. Following his distinguished military career, First Sergeant Johnston continued his service to the next generation by serving as Senior Marine Instructor of the Montgomery High School Marine Corps Junior Reserve Officer Training Corps (MCJROTC) program. Under his leadership, the Montgomery High School MCJROTC has flourished, increasing cadet participation, expanding opportunities for leadership development, and instilling the values of citizenship, responsibility, and discipline. First Sergeant Johnston was instrumental in building and training both the Raiders Team, Marksmanship and Drill Team, leading them to multiple regional victories and proudly achieving one national championship, bringing honor and recognition to Montgomery High School, the City of Montgomery, and the State of Texas. Through his guidance, cadets of the MCJROTC program have rendered invaluable service to the community, assisting in city and county functions, supporting veterans' programs, providing color guard services at civic and patriotic events, and volunteering in numerous local initiatives that enrich the fabric of our community. First Sergeant Johnston's legacy is not only measured in accolades and achievements, but in the lives of the young men and women he has mentored—instilling in them the discipline, respect, and sense of service that will carry forward into their futures.

Approved By

City Administrator	Brent Walker	Date: 08/18/2025
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PROCLAMATION

Honoring First Sergeant Shawn Johnston, USMC (Ret.)

WHEREAS, First Sergeant Shawn Johnston honorably served our nation as a United States Marine for twenty years, demonstrating courage, leadership, and a steadfast commitment to the values of duty, honor, and country; and

WHEREAS, following his distinguished military career, First Sergeant Johnston continued his service to the next generation by serving as Senior Marine Instructor of the Montgomery High School Marine Corps Junior Reserve Officer Training Corps (MCJROTC) program; and

WHEREAS, under his leadership, the Montgomery High School MCJROTC has flourished, increasing cadet participation, expanding opportunities for leadership development, and instilling the values of citizenship, responsibility, and discipline; and

WHEREAS, First Sergeant Johnston was instrumental in building and training both the Raiders Team, Marksmanship and Drill Team, leading them to multiple regional victories and proudly achieving one national championship, bringing honor and recognition to Montgomery High School, the City of Montgomery, and the State of Texas; and

WHEREAS, through his guidance, cadets of the MCJROTC program have rendered invaluable service to the community, assisting in city and county functions, supporting veterans' programs, providing color guard services at civic and patriotic events, and volunteering in numerous local initiatives that enrich the fabric of our community; and

WHEREAS, First Sergeant Johnston's legacy is not only measured in accolades and achievements, but in the lives of the young men and women he has mentored—instilling in them the discipline, respect, and sense of service that will carry forward into their futures.

NOW, THEREFORE, I, Sara Countryman, Mayor of the City of Montgomery, Texas, on behalf of the City Council and all our citizens, do hereby recognize and honor

FIRST SERGEANT SHAWN JOHNSTON, USMC (Ret.)

for his outstanding service to our nation, his dedication to the youth of Montgomery, and his enduring contributions to our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Montgomery, Texas to be affixed this 26th day of August 2025.

CITY OF MONTGOMERY, TEXAS

Sara Countryman, Mayor

ATTEST

Ruby Beaven, City Secretary

Montgomery City Council
AGENDA REPORT

Meeting Date: August 26, 2025	Budgeted Amount: N/A
Department: Administration	Prepared By: Ruby Beaven

Subject

Proclamation Honoring First Sergeant William Miller, USMC (Ret.).

Recommendation

Presentation Only.

Discussion

First Sergeant William Miller honorably served our nation as a United States Marine for twenty-two years, demonstrating courage, leadership, and a steadfast commitment to the values of duty, honor, and country. Following his distinguished military career, First Sergeant Miller continued his service to the next generation by serving as Senior Marine Instructor of the Montgomery High School Marine Corps Junior Reserve Officer Training Corps (MCJROTC) program. Under his leadership, the Montgomery High School MCJROTC has flourished, increasing cadet participation, expanding opportunities for leadership development, and instilling the values of citizenship, responsibility, and discipline. First Sergeant Miller was instrumental in building and training both the Raiders Team, Marksmanship and Drill Team, leading them to multiple regional victories and proudly achieving one national championship, bringing honor and recognition to Montgomery High School, the City of Montgomery, and the State of Texas. Through his guidance, cadets of the MCJROTC program have rendered invaluable service to the community, assisting in city and county functions, supporting veterans' programs, providing color guard services at civic and patriotic events, and volunteering in numerous local initiatives that enrich the fabric of our community. First Sergeant Miller's legacy is not only measured in accolades and achievements, but in the lives of the young men and women he has mentored—instilling in them the discipline, respect, and sense of service that will carry forward into their futures.

Approved By

City Administrator	Brent Walker	Date: 08/18/2025
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PROCLAMATION

Honoring First Sergeant William Miller, USMC (Ret.)

WHEREAS, First Sergeant William Miller honorably served our nation as a United States Marine for twenty-two years, demonstrating courage, leadership, and a steadfast commitment to the values of duty, honor, and country; and

WHEREAS, following his distinguished military career, First Sergeant Miller continued his service to the next generation by serving as Senior Marine Instructor of the Montgomery High School Marine Corps Junior Reserve Officer Training Corps (MCJROTC) program; and

WHEREAS, under his leadership, the Montgomery High School MCJROTC has flourished, increasing cadet participation, expanding opportunities for leadership development, and instilling the values of citizenship, responsibility, and discipline; and

WHEREAS, First Sergeant Miller was instrumental in building and training both the Raiders Team, Marksmanship and Drill Team, leading them to multiple regional victories and proudly achieving one national championship, bringing honor and recognition to Montgomery High School, the City of Montgomery, and the State of Texas; and

WHEREAS, through his guidance, cadets of the MCJROTC program have rendered invaluable service to the community, assisting in city and county functions, supporting veterans' programs, providing color guard services at civic and patriotic events, and volunteering in numerous local initiatives that enrich the fabric of our community; and

WHEREAS, First Sergeant Miller's legacy is not only measured in accolades and achievements, but in the lives of the young men and women he has mentored—instilling in them the discipline, respect, and sense of service that will carry forward into their futures.

NOW, THEREFORE, I, Sara Countryman, Mayor of the City of Montgomery, Texas, on behalf of the City Council and all our citizens, do hereby recognize and honor

FIRST SERGEANT WILLIAM MILLER, USMC (Ret.)

for his outstanding service to our nation, his dedication to the youth of Montgomery, and his enduring contributions to our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Montgomery, Texas to be affixed this 26th day of August 2025.

CITY OF MONTGOMERY, TEXAS

Sara Countryman, Mayor

ATTEST

Ruby Beaven, City Secretary

Montgomery City Council
AGENDA REPORT

Meeting Date: August 26, 2025	Budgeted Amount: N/A
Department: Administration	Prepared By: Ruby Beaven

Subject

Consideration and possible action on the City Council Workshop Meeting Minutes of August 11, 2025.

Recommendation

Staff recommends approval of meeting minutes, as presented.

Discussion

Please see the accompanying minutes:

City Council Meeting Workshop Minutes of August 11, 2025

Approved By

City Administrator	Brent Walker	Date: 08/14/2025
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**City of Montgomery
City Council
Workshop Meeting Minutes
August 11, 2025**

OPENING AGENDA

1. Call Meeting to Order.

The City Council Workshop Meeting of the City of Montgomery was called to order by Mayor Countryman at 6:00 p.m. on August 11, 2025, at City Hall 101 Old Plantersville Rd., Montgomery, TX and live video streaming.

With Council Members present a full quorum was established.

Present:	Mayor	Sara Countryman
	Mayor Pro-Tem	Cheryl Fox
	Council Member Place 1	Carol Langley
	Council Member Place 2	Casey Olson
	Council Member Place 3	Tom Czulewicz
	Council Member Place 5	Stan Donaldson

2. Pledges of Allegiance.

Mayor Countryman led the pledges of allegiance.

PUBLIC FORUM

No citizen comments presented for this meeting.

WORKSHOP AGENDA

3. Review and Discussion on the Proposed FY2026 Tax Rate.

Finance Director Carl addressed the Council on the Proposed FY 2026 Tax Rate. The calculated No New Revenue Rate is \$0.3663/\$100 and the Voter-Approval Rate is \$0.4537/\$100. The discussion centered around the city aiming to maintain the current rate reflecting a conservative approach amid a significant 14.88% increase in taxable property values from 2024 to 2025. Finance Director Carl stated since FY2020, council has maintained a tax rate of \$0.4000/\$100 and stated staff used this rate to calculate the proposed revenue for the FY26 Budget. The council appreciates the good news of keeping the tax rate stable, which benefits residents, especially as infrastructure and public services are prioritized. They also touched on property disputes, upcoming updates on properties under review, and the potential impacts of ongoing lawsuits related to MCAD at the county level, acknowledging the complexities and regulatory challenges involved. Overall, the city is focused on balancing growth, service delivery, and fiscal responsibility while monitoring external legal and administrative developments.

4. Review and Discussion on the Proposed FY2026 Annual Budget.

The Proposed FY2026 Annual Budget covers significant updates, including adjustments to revenue projections, primarily from increased ad valorem taxes, permits, and unanticipated income, alongside detailed expense planning such as wages, insurance, and contractual obligations. Based on the feedback from Council during the last workshop, the adjustments in pay presented in the Hybrid model from Evergreen have been incorporated. In addition, a 3% COLA and a merit pool of 5% funded at 75% has also been included. The retirement contributions in the budget reflect the increase from 7% to 8%. Notably, the implementation of the hybrid model has led to modifications in personnel wages, benefits, and overtime budgets, with discussion on the organizational structure of code enforcement and its reporting lines. The discussion also emphasized the importance of maintaining enterprise fund sustainability, especially for water and sewer, while balancing the tax rate and utility rates to support debt service and infrastructure projects. Insurance costs, especially property, liability, and crime, have increased based on actual rates, and impact fees show strong revenue potential aligning with upcoming development. Overall, the budget reflects cautious conservatism, strategic adjustments, and an eye toward growth and financial health, with further analysis planned for water rate impacts and utility fund sustainability.

5. Discussion and update review of Evergreen Solutions Compensation Study.

The discussion centered around the complexities of implementing a fair and effective compensation structure, emphasizing the use of a pay grade system that clearly defines employee levels based on job descriptions and responsibilities, promoting transparency and consistency. Discussion on the balance between merit-based raises, which reward performance, and cost-of-living adjustments (COLA), which ensure wage parity across employees, acknowledging that merit increases can incentivize performance but may create disparities if not managed carefully. The conversation also critiques the Evergreen Solutions study, suggesting it lacked thorough regional benchmarking and that some recommendations may not accurately reflect the city's market position, prompting a desire to adopt a more data-driven, transparent approach—using pay grades, clear job descriptions, and a structured process—to fairly adjust wages, close gaps, and maintain employee morale while balancing fiscal responsibility. Notably, particular discussion was held on the Public Works Director and the City Secretary pay grade line being adjusted from 114 to 112.

COUNCIL INQUIRY

No Council Inquiry presented for this meeting.

CLOSING AGENDA

6. Adjourn.

Motion: Council Member Czulewicz made a motion to adjourn the Workshop Meeting of the City of Montgomery at 7:32 p.m. Council Member Fox seconded the motion. Motion carried with all present voting in favor.

APPROVED:

Sara Countryman, Mayor

ATTEST:

Ruby Beaven, City Secretary

Montgomery City Council
AGENDA REPORT

Meeting Date: 08/26/2025	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 September 9, 2025, on an application by H-E-B, LP for a Special Use Permit on 31.97 Acre Tract of Land Situated in the J. Corner Survey, Abstract No. 8 of Montgomery County, Texas for the drive thru lane of a restaurant that is a part of the HEB Grocery development.

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. This ensures community involvement and transparency in decision-making. Additionally, 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	08/20/2025
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Special Use Permit

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

Applicant Information

Owner/leaseholder Name: H-E-B, LP

Address: 646 South Flores Street, San Antonio, Texas 78204

Email: klein.lance@heb.com Phone: 210-938-4076

Name of owner (if different): _____

Contact person (if different): Benjamin R. Scott

Address: 646 South Flores Street, San Antonio, Texas 78204

Email: klein.lance@heb.com Phone: 210-938-4076

Parcel Information

Type of Business: HEB Grocery Store

Legal Description: 31.97 Acre Tract of Land Situated in the J. Corner Survey, Abstract No. 8 of Montgomery County, Texas

Street Address or Location: Intersection of FM 2854 & Hwy 105 W

Special Use Permit Request

Description of request:

Applying for a SUP of a drive-thru for the restaurant that will be part of the HEB Grocery development.

Applicant's Signature  Date 07/24/2025

Submission Information

Submit the completed application with supporting documentation to:

City of Montgomery
Planning/Zoning Administrator
101 Old Plantersville Road
Montgomery, Texas 77316

Or via email: ctilley@ci.montgomery.tx.us

Additional Information

Date Application received by the City of Montgomery: _____

Owner(s) of record for the above described parcel: H-E-B, LP

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

Signature: BS Date: 07/24/2025

Signature: _____ Date: _____

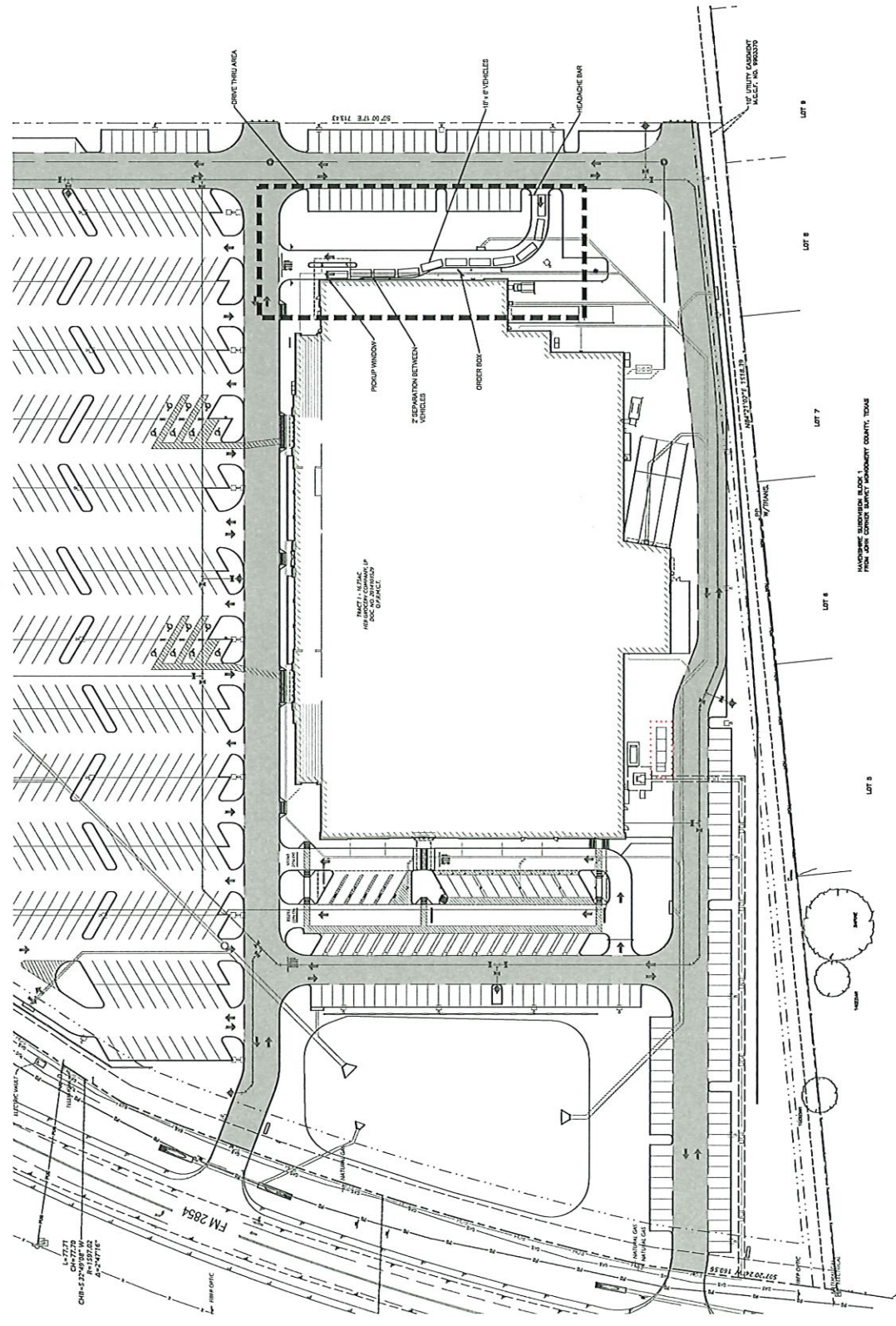
Signature: _____ Date: _____

*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

HEB MONTGOMERY MONTGOMERY, TEXAS



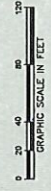
NO IMPACTS OR SAFETY
CONCERNS WITH
PEDESTRIAN TRAFFIC AS NO
PEDESTRIAN CONNECTIVITY
CROSSES DRIVE THRU

Westwood
Westwood Professional Services, Inc.

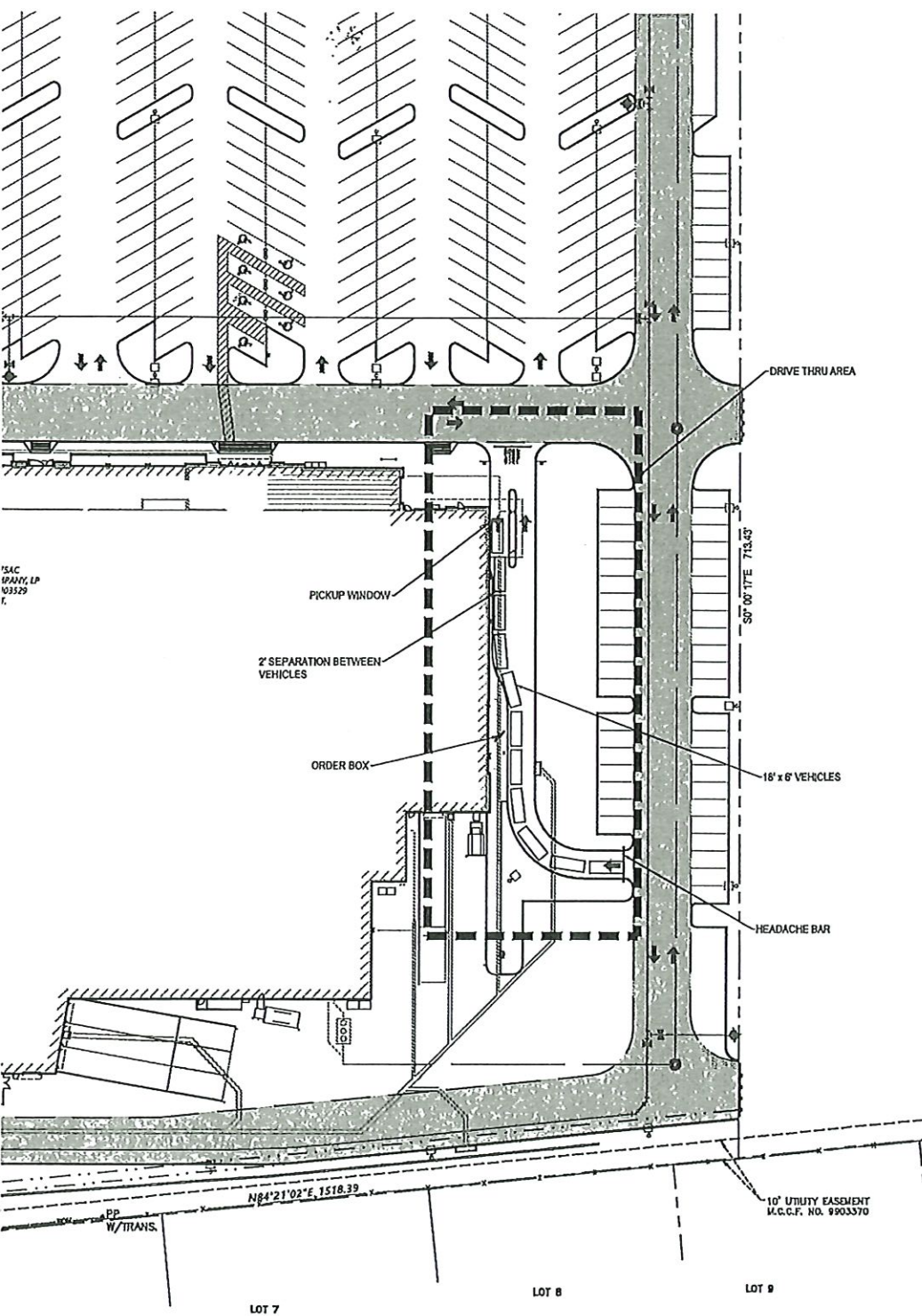
2001 DALLAS PKWY., SUITE 400
PLANO, TX 75023 T:214.733.4640
westwoodps.com

SUP APPLICATION EXHIBIT

DATE: 07/24/2025
SCALE: 1"=40'-0"
PROJECT #: 00-0418.04



NTGOMERY MERY, TEXAS



NO IMPACTS OR SAFETY
CONCERNS WITH
PEDESTRIAN TRAFFIC AS NO
PEDESTRIAN CONNECTIVITY
CROSSES DRIVE THRU



CITY OF MONTGOMERY

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

August 6, 2025

Mayor Countryman
City Council Members

RE: Planning and Zoning Commission Recommendation

Mayor and City Council Members,

On August 5, 2025, the City of Montgomery Planning and Zoning Commission ("the Commission") considered the request for a special use permit for a drive thru lane for a restaurant that is a part of the HEB Grocery development located on 31.97 Acre Tract of Land Situated in the J. Corner Survey, Abstract No. 8 of Montgomery County, Texas, 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 drive thru lane for a restaurant that is a part of the HEB Grocery development located on 31.97 Acre Tract of Land Situated in the J. Corner Survey, Abstract No. 8 of Montgomery County, Texas. 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 4-0 (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 H-E-B, LP FOR A SPECIAL USE PERMIT ON 31.97 ACRE TRACT OF LAND SITUATED IN THE J. CORNER SURVEY, ABSTRACT NO. 8 OF MONTGOMERY COUNTY, TEXAS FOR THE DRIVE THRU LANE OF A RESTAURANT THAT IS A PART OF THE HEB GROCERY DEVELOPMENT.

WHEREAS, the applicant – H-E-B, LP, requests the City of Montgomery to consider granting a Special Use Permit on 31.97 Acre Tract of Land Situated in the J. Corner Survey, Abstract No. 8 of Montgomery County, Texas for the drive thru lane of a restaurant that is a part of the HEB Grocery development; 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 H-E-B, LP.

Section 3: **THAT** a public hearing to consider whether to grant the application for a Special Use Permit on 31.97 Acre Tract of Land Situated in the J. Corner Survey, Abstract No. 8 of Montgomery County, Texas for the drive thru lane of a restaurant that is a part of the HEB Grocery development shall be held on September 9, 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 26th day of August, 2025, at a Regular Meeting of the City Council of the City of Montgomery.

SIGNED:

Sara Countryman, Mayor

ATTEST:

Ruby Beaven, City Secretary

Montgomery City Council
AGENDA REPORT

Meeting Date: 08/26/2025	Budgeted Amount: TBD
Department: Administration	Prepared By: Stephanie Johnson

Subject

TABLED 08/26/2025 Consideration and possible action regarding a partnership agreement with Montgomery Neighbors Magazine to promote city initiatives, marketing and events.

Recommendation**Discussion**

Jan, Publisher of Montgomery Neighbors Magazine, will present an updated overview of the publication. The original presentation was delivered at the City Council meeting on July 22, 2025. This revised version includes corrected pricing details and incorporates updates based on feedback received during the initial discussion.

Approved By

Ruby Beaven	City Secretary & Director of Administrative Services	Date: 08/15/2025
Brent Walker	City Administrator	Date: 08/15/2025

City of Montgomery

Best Version Media / Montgomery Neighbors
And
Avenity Business Solutions

Jan McKemy, Best Version Media / Montgomery Neighbors
Andrea Katen, Avenity Business Solutions

Elevate Montgomery's Visibility

With Best Version Media / Montgomery Neighbors

Mission –

- **Put Montgomery in the Spotlight**
 - Amplify Awareness
 - Drive Engagement
 - Inspire Community Pride
- **Multi Channel Approach –**
 - Print Ads to 3,000 homes and Thousands of Digital Visitors Monthly
 - Expanded Reach Through Digital (77316, 77356, +5 more)
 - Connect With Locals and Newcomers in Memorable Ways
 - Boldly Showcase the City's History, Growth, Events, and Leadership
 - Print Plus Digital Increases Coverage by 400%
 - More Eyes = More Engagement = Stronger Community

Social Media Management

With Avenity Business Solutions

Social Media That Brings The City to Life

- Authentic Content
 - Real Photos & Moments Captured at Events
- Cross Platform Strategy
 - Facebook, Instagram, Google Business Profile Weekly Posting
 - Scheduled Posts = Consistency

Benefits

- Loyal Online Following
- Increased Event Participation
- Consistent Branding

Proposal

Monthly Print Communication (BVM)

- Free ½ Page Mayor's Newsletter
- Full Page or ½ Page City Ad

Digital Communication Targeted Based on Selected Zip Codes (BVM)

- 70,000 Monthly Social Media Impressions (840,000 per year)
 - Facebook and Instagram (20,000 monthly impressions)
 - Google and Bing (50,000 monthly impressions)
- Listings Across 50+ Platforms Ensuring Accuracy and Consistency with a Single Point of Input for Updates to all Sites
- Reputation Management to Monitor and Respond to Online Comments

Social Media Management (Avenity)

BVM Print and Digital Pricing

Pricing	Additional Benefits
Full Page Print Ad With Digital <ul style="list-style-type: none">• \$2,835 Monthly• \$34,020 Annually	<ul style="list-style-type: none">• Free ½ Page Mayor's Newsletter• No Administrative Fees• Price Protection with Renewal• Free Artwork Included• Free Digital On-boarding Training• Customized Dashboard• Digital Zip codes 77316, 77356• Add 5 Additional Zip Codes• 3,000 Households Monthly Print• 70,000 Monthly Digital Impressions• Access to Upcoming Calendar• Access to Monthly Calendar
½ Page Print Ad With Digital <ul style="list-style-type: none">• \$2,165 Monthly• \$25,980 Annually	

Combined Program Pricing

	<u>Full Page</u>	<u>½ Page</u>
Monthly		
Print + Digital (BVM)	\$2,835	\$2,165
Social Media (Avenity)	<u>\$1,000</u>	<u>\$1,000</u>
Total	\$3,835	\$3,165
 Annual		
Print + Digital (BVM)	\$34,020	\$25,980
Social Media (Avenity)	<u>\$12,000</u>	<u>\$12,000</u>
Total	\$46,020	\$37,980

Montgomery City Council
AGENDA REPORT

Meeting Date: 8/26/25	Budgeted Amount:
Department: Police	Prepared By: Anthony Solomon

Subject

Consideration and possible action to approve a proposed agreement for the use of a firearms training range by law enforcement officers and authorizing the Chief of Police to sign the range agreement.

Recommendation

Staff recommends approval of the range agreement to ensure continued access to a safe and professional training environment for officers.

Discussion

The proposed agreement outlines terms for the use of a designated firearms training range to support ongoing training and certification of law enforcement personnel. The agreement includes an annual fee of \$10,000 for access and use of the facility.

Approved By

City Administrator	Brent Walker	Date: 08/19/25
--------------------	--------------	----------------



Montgomery Central Appraisal District

MONTGOMERY COUNTY, TEXAS

Home Online Services > Reports Forms News Appraisal Resources > Departments > Exemptions > About > Meetings

Property Search > 32886 VALHALLA TRUST

Property | 32886

2025 Maps Print

General Info

Status: Under Review

ACCOUNT

Property ID: 32886 Agent:
Geographic ID: 0016-00-04900
Tax Office ID: 0016-00-04900
Type: R
Legal: A0016 GRIFFITH NOAH, TRACT 32A-1, 49 (SPLIT FOR AG), A
Description: CRES 2.000

Property Use:

[View Appraisal Notice](#)

OWNER

Name: VALHALLA TRUST
Secondary Name:
Mailing Address: 5259 JACKSON RD MONTGOMERY TX 77316-17
32
Owner ID: 752060
% Ownership: 100.000000 %
Exemptions: HS - Homestead
State Code: A1
Homestead Audit:

LOCATION

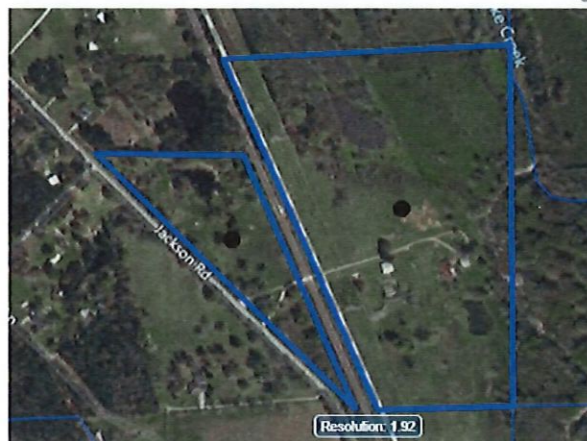
Address: 5259 JACKSON RD,
MONTGOMERY TX 77316

Market Area:
Market Area: Abst-A4
CD:
Map ID:
Zoning: 3

PROTEST INFORMATION

HB 796

Protest Status: PROT-SCHD
Informal Date:
Formal Hearing Date & Time: 2025-08-20 02:15 PM
Board Attendees:
Appraisal Notice Value: N/A
Owner's Opinion: N/A
Board Determination:
Final Market Value: N/A



[Map Disclaimer](#)

GENERAL INFO

ACCOUNT

Property ID: 32886
Geographic ID: 0016-00-04900
Type: R
Zoning: 3
Agent:
Legal Description: A0016 GRIFFITH NOAH, TRACT 32A-1, 49 (SPLIT FOR AG), ACRES 2.000
Property Use:

OWNER

Name: VALHALLA TRUST
Secondary Name:
Mailing Address: 5259 JACKSON RD MONTGOMERY TX 77316-1732
Owner ID: 752060
% Ownership: 100.000000
Exemptions: HS - Homestead

LOCATION

Address: 5259 JACKSON RD, MONTGOMERY TX 77316
Market Area:
Market Area CD: Abst-A4
Map ID:
Zoning: 3

PROTEST

Protest Status:
Informal Date:
Formal Date:

VALUES

CURRENT VALUES

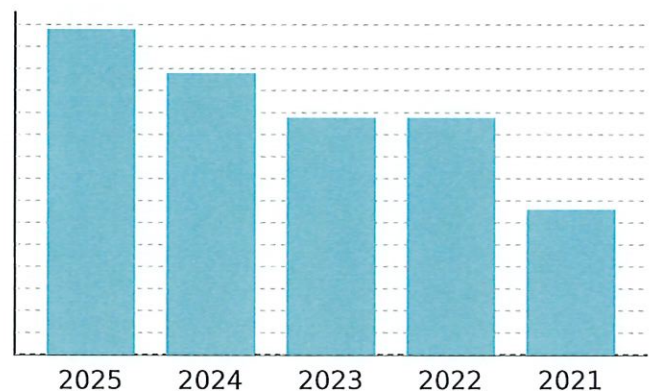
Land Homesite: \$30,000
Land Non-Homesite: \$0
Special Use Land Market: \$0
Total Land: \$30,000

Improvement Homesite: \$340,220
Improvement Non-Homesite: \$0
Total Improvement: \$340,220

Market: \$370,220
Special Use Exclusion (-): \$0
Appraised: \$370,220
Value Limitation Adjustment (-): \$128,365

Net Appraised: \$241,855

VALUE HISTORY



VALUE HISTORY

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2025	\$30,000	\$340,220	\$0	\$370,220	\$128,365	\$241,855
2024	\$30,000	\$289,962	\$0	\$319,962	\$100,094	\$219,868
2023	\$30,000	\$239,770	\$0	\$269,770	\$69,890	\$199,880
2022	\$30,000	\$239,770	\$0	\$269,770	\$88,060	\$181,710
2021	\$40,000	\$125,190	\$0	\$165,190	\$0	\$165,190

TAXING UNITS

Unit	Description	Tax Rate	Net Appraised	Taxable Value
F02	Emergency Ser Dist #2	0.100000	\$241,855	\$193,484
GMO	Montgomery Cnty	0.379000	\$241,855	\$193,484
HM1	Mont Co Hospital	0.049700	\$241,855	\$193,484
SMO	Montgomery ISD	1.091200	\$241,855	\$101,855

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

IMPROVEMENT

Improvement #1: **Residential** Improvement Value: **\$340,220** Main Area: **3,860**
 State Code: **A1** Description: **HOME** Gross Building Area: **9,237**

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
MA	Main Area	5		1	1997	2007	2,000
MAM	Main Area Masonary	5		1	1997	1997	1,860
OFP	Open Frame Porch	5		1	1997	1997	500
CP	Carport	5		1	1997	1997	748
AP1	Pole Barn Metal	5		1	1997	1997	1,936
MP	Masonry Patio	5		1	1997	1997	468
CPY	Canopy	5		1	1997	1997	264
CPY	Canopy	5		1	1997	1997	260
CPY	Canopy	5		1	1997	1997	260
CPY	Canopy	5		1	1997	1997	252
OFP	Open Frame Porch	5		1	1997	1997	81
CPY	Canopy	5		1	1997	1997	140
RS1	Frame Utility Shed	5		1	1997	1997	468

Improvement Features

MA Plumbing: 2FB, Foundation: 1, Exterior Finish: R5, Interior Finish: 1, Plumbing: 8, Flooring: 1, HVAC: RC1, Roof: 5, HVAC: RH1, Flooring: 2

LAND

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
A3	Residual	2.0000	87,120	\$0.34	\$30,000	\$0

DEED HISTORY

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
4/10/25	WD	Warnty Deed	MYERS, THOMAS L, JR	VALHALLA TRUST				2025035000
12/21/99	WD	Warnty Deed	NICOLL, KENNETH S	MYERS, THOMAS L, JR	638.00		0767	

VALHALLA TRUST RANGE USE AGREEMENT

This Range Use Agreement ("Agreement") is entered into on this ___ day of _____, 20___, by and between Valhalla Trust, a Texas trust, with its range facility located in Montgomery County, Texas ("Valhalla"), acting by and through its Co-Trustees Jason Salter, Tom Myers, and Brett Ligon, and the City of Montgomery, Texas ("City") for the benefit of the City's Police Department, acting by and through its Chief of Police Anthony Solomon.

1. PURPOSE

1.1 Valhalla agrees to allow the City to use the Valhalla Range for the purpose of conducting annual firearms qualification testing and tactical firearms training.

1.2 The parties acknowledge that such training involves inherently dangerous activities, including but not limited to the discharge of firearms.

2. FACILITIES PROVIDED

2.1 The facilities available to the City include:

- a. Range house with kitchen, bathroom, and suitable classroom space;
- b. Electricity, water, and air conditioning;
- c. Multiple shooting berms, including a long-range rifle berm.

2.2 The City may, with prior written consent from Valhalla, construct additional training structures to aid in training activities, including but not limited to Conex boxes and suitable storage facilities. Any such structures shall remain the property of the party that constructs them unless otherwise agreed in writing.

3. TRAINING SCHEDULE COORDINATION

3.1 The City shall reserve training dates in advance on the shared Valhalla training calendar.

3.2 The City shall provide sufficient advance notice to avoid scheduling conflicts with other agencies.

4. PAYMENT TERMS

4.1 The City shall pay Valhalla the sum of Ten Thousand Dollars (\$10,000.00) annually for the use of the facilities.

4.2 Payment shall be due on or before the commencement date of each contract year.

5. RULES AND SAFETY REQUIREMENTS

5.1 The City and all participating officers shall comply with the range rules set forth in Exhibit A, attached hereto and incorporated herein by reference.

5.2 Failure to comply with Exhibit A may result in immediate suspension of range privileges and/or termination of this Agreement.

6. LIABILITY AND INDEMNIFICATION

6.1 The City acknowledges and agrees that firearms training is an inherently dangerous activity.

6.2 The City assumes full responsibility for the safety of its personnel and any damages or injuries incurred during training.

6.3 To the extent allowed by law, the City shall indemnify, defend, and hold harmless Valhalla Trust, its Co-Trustees, agents, and representatives from and against any and all claims, demands, liabilities, losses, damages, costs, or expenses (including reasonable attorney’s fees) arising from the City’s use of the range, including but not limited to personal injury, death, or property damage sustained by any City employee or third party.

7. TERM AND RENEWAL

7.1 This Agreement shall commence on the date first written above and shall remain in effect for one (1) year.

7.2 The Agreement shall automatically renew annually unless either party provides written notice of termination at least thirty (30) days prior to the renewal date.

8. TERMINATION WITHOUT CAUSE

8.1 Either party may terminate this Agreement without cause by providing at least thirty (30) days’ written notice prior to the annual renewal date.

9. MISCELLANEOUS

9.1 This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior oral or written agreements.

9.2 This Agreement may only be amended or modified in writing signed by all parties.

9.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

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

VALHALLA TRUST – By Its Co-Trustees:

Jason Salter, Co-Trustee

Tom Myers, Co-Trustee

Brett Ligon, Co-Trustee

CITY OF MONTGOMERY, TEXAS:

Anthony Solomon, Chief of Police

EXHIBIT A

VALHALLA RANGE RULES

1. Safety First – All firearms shall be handled in a safe manner at all times.
2. Range Commands – All shooters must obey the instructions of the designated Range Safety Officer (RSO) or firearms instructor immediately.
3. Muzzle Discipline – Always keep the firearm pointed in a safe direction; never point a firearm at anything you do not intend to shoot.
4. Trigger Discipline – Keep your finger off the trigger until you are ready to fire.
5. Eye & Ear Protection – All personnel on active firing lines must wear approved eye and ear protection.
6. Firearms Handling in Range House – No handling of firearms is permitted inside the range house unless specifically instructed to do so by a qualified firearms instructor as part of a training program.
7. Ammunition – Only ammunition approved by the RSO may be used. No tracers, armor-piercing, or incendiary rounds unless authorized in writing.
8. Hot/Cold Range Procedures – Shooters may approach the firing line only when the range is declared “HOT” by the RSO. Firearms must be unloaded, actions open, and placed on the bench when the range is “COLD.”
9. Target Placement – Targets must be placed so that all rounds impact a backstop or berm. No firing at unauthorized targets or range structures.
10. Alcohol/Drugs – No person may handle or discharge a firearm while under the influence of alcohol, controlled substances, or any impairing medication.
11. Housekeeping – All brass, targets, and debris must be cleaned up after each training session.
12. Emergencies – Any injury, unsafe act, or dangerous condition must be reported immediately to the RSO or facility staff.

EXHIBIT B**ACKNOWLEDGMENT OF RANGE RULES BY CHIEF OF POLICE**

I, Anthony Solomon, Chief of Police for the City of Montgomery, Texas, hereby acknowledge that I have received, read, and fully understand the Valhalla Range Rules attached as Exhibit A to the Valhalla Trust Range Use Agreement.

I agree that all members of the City of Montgomery Police Department participating in training at the Valhalla Range will comply with these rules at all times. I further acknowledge and accept that failure to comply with these rules may result in immediate suspension of range use privileges and/or termination of the Agreement.

Signed this ____ day of _____, 20__

Anthony Solomon, Chief of Police

Witnessed by:

Brett Ligon, Co-Trustee, Valhalla Trust

Montgomery City Council
AGENDA REPORT

Meeting Date: 08/26/2025	Budgeted Amount: NONE
Department: Administration	Prepared By: WGA

Subject

Consideration and possible action authorizing the City Administrator to sign the Consent to Encroachment by and between the City of Montgomery and the Developer (“Texas First Bank”) (Dev. No. 2503).

Recommendation

City Council approve the Encroachment Agreement and authorize the City Administrator to sign the Consent to Encroachment.

Discussion

The Consent to Encroachment Agreement and supporting documents are attached.

A Developer (“Texas First Bank”) is requesting to construct a monument sign, paving and other related improvements within an existing 26’ wide utility easement along the northern frontage of SH 105. 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: 08/13/2025
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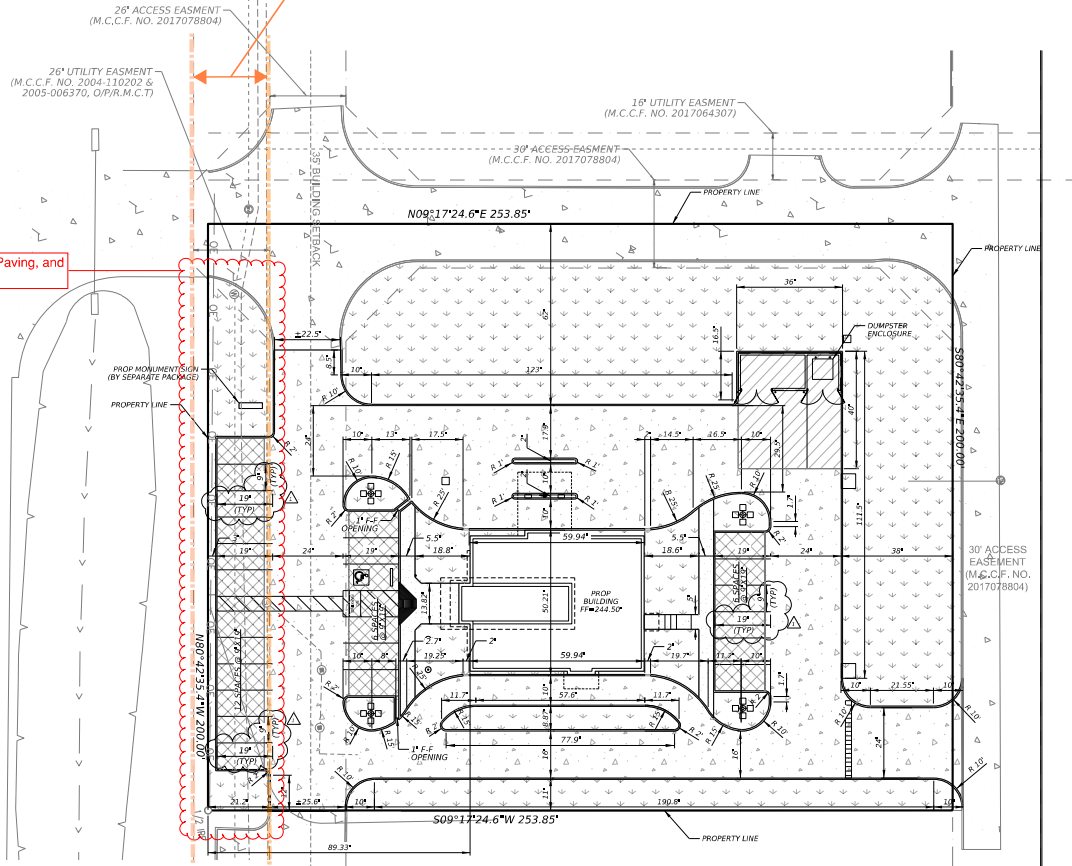
SCALE 1" = 20'
(FOR 24" x 36" PLANS ONLY)

- LEGEND:**
- LIGHT DUTY CONC. PMT.
(5" THK W/ #3 18" O.C.E.W.)
 - MEDIUM DUTY CONC. PMT.
(6" THK W/ #3 18" O.C.E.W.)
 - HEAVY DUTY CONC. PMT.
(7" THK W/ #3 18" O.C.E.W.)
 - LANDSCAPING
 - SIDEWALK

Existing 26' Utility Easement

Proposed Monument Sign, Paving, and related improvements

STATE HIGHWAY 105



AREA TABULATION

TOTAL SITE AREA
PROPOSED BUILDING AREA
PROPOSED PAVEMENT AREA
PREVIOUSLY DEVELOPED IMPERVIOUS AREA
REMAINING UNDEVELOPED/LANDSCAPED AREA

■ 1.17 AC (50771 SQ. FT.)
■ 2835 SQ. FT.
■ 23057 SQ. FT.
■ 4852 SQ. FT.
■ 20427 SQ. FT.

PARKING SUMMARY TABLE

PARKING ZONE	PARKING RATIO	INPUT TYPE	INPUT	STANDARD PARKING STALL (9'x12')	PARKING SPACE REQUIRED	PARKING SPACES PROVIDED (ADA STALLS)
COMMERCIAL	0.75 SF PARKING : 1 SF BLDG	BLDG SF	2835	171	13	24 (1)

BENCHMARK:

THE BEARINGS ARE BASED ON THE WEST LINE OF 1.1655 ACRE TRACT RECORDED IN DEED UNDER COUNTY CLERK'S FILE NUMBER 2021-090952 AND COORDINATES SHOWN HEREON ARE BASED ON TEXAS CENTRAL ZONE NO. 4203 STATE PLANE COORDINATES (NAD83) 2002 ADJUSTMENT. DISTANCE SHOWN ON SURVEY ARE GRID. ELEVATIONS ARE BASED UPON GPS OBSERVATIONS, AND ARE ADJUSTED TO NAVD83 GEOID 12B DATUM AS PROVIDED BY NGS UPDATE, SEPTEMBER 11, 2012.

TABLE 1: A SQUARE CUT ON TOP OF CURB ON THE SOUTH SIDE OF DRIVE NEAR 10% EAST AND 22' NORTH OF THE SOUTHWEST CORNER OF THE SUBJECT TRACT.

ELEVATION ■ 235.1'

TABLE 2: A SQUARE CUT ON TOP OF CURB ON THE SOUTH SIDE OF DRIVE NEAR 10% EAST AND 22' NORTH OF THE SOUTHWEST CORNER OF THE SUBJECT TRACT.

ELEVATION ■ 247.63'

FLOODPLAIN:

THIS TRACT IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR MONTGOMERY COUNTY, TEXAS, COMMUNITY PANEL NO. 4839C02005, DATED AUGUST 18, 2014. THE SITE IS LOCATED IN ZONE **XX**. AREAS DETERMINED TO BE OUTSIDE OF THE 1% ANNUAL CHANCE FLOOD HAZARD (100 YEAR FLOODPLAIN).

GENERAL NOTES

- CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES CAUSED BY FAILURE TO LOCATE AND PRESERVE EXISTING UNDERGROUND UTILITIES.
- THE LOCATION OF UTILITIES PRESENTED ON THESE DRAWINGS ARE SHOWN IN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL VERIFY ALL UNDERGROUND UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION.
- PAVEMENT DIMENSIONS AND RADII SHOWN ARE TO FACE OF CURB.
- PAVEMENT SECTIONS ARE DERIVED FROM GEOTECHNICAL ENGINEERING REPORT NO. 25-1012, PREPARED BY CMT TECHNICAL SERVICES ON APRIL 2025. ALL CONCRETE PAVEMENTS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3500 PSI AT 28 DAYS AND ALL REINFORCING STEEL SHALL BE GRADE 60, UNLESS OTHERWISE NOTED.
- BUILDINGS, FENCES, RETAINING WALLS OR OTHER STRUCTURES SHALL NOT BE ERRECTED WITHIN PUBLIC RIGHT-OF-WAY OR EASEMENTS.
- CONTRACTOR TO OBTAIN ALL PERMITS AND APPROVALS REQUIRED PRIOR TO CONSTRUCTION.
- REFER TO ARCHITECTURAL PLANS FOR BUILDING FOUNDATION DIMENSIONS.

SIGNAGE NOTES

- REFER TO ARCHITECTURAL PLANS FOR ACCESSIBILITY SIGNAGE & STRIPING.
- CONTRACTOR SHALL COORDINATE WITH THE CITY OF MONTGOMERY PUBLIC WORKS TO FIELD LOCATE THE WATER LINE PRIOR TO SIGNAGE INSTALLATION.
- CONTRACTOR SHALL ENSURE A MINIMUM OF 2' HORIZONTAL CLEARANCE BETWEEN THE EXTERIOR OF THE EXISTING 8" WATER PIPE LINE AND THE EXTERIOR OF THE PROPOSED SIGNAGE SUPPORT. SIGNAGE NEEDS TO BE INSTALLED IN ACCORDANCE WITH CITY OF MONTGOMERY SIGNAGE STANDARDS.
- THE PROPOSED SIGN IS TO BE CONSTRUCTED BY A "SEPARATE PLAN SET" AND REQUIRES SEPARATE APPROVAL BY THE CITY OF MONTGOMERY.



ARCHITECTURE PLANNING INTERIOR DESIGN

15010 PARK TEN PLACE, SUITE 300
HOUSTON, TEXAS 77054
713-450-4560
www.sligroup.com

© COPYRIGHT

AIG Tech
Advanced Information Group

11740 KATY FREEWAY, ST. 1100
HOUSTON, TX 77075
832-243-1475
TBP REGISTRATION NUMBER: F-20607

ISSUED FOR CLIENT APPROVAL

DATE

ISSUED FOR BIDDING

ISSUED FOR PERMIT

ISSUED FOR CONSTRUCTION

REVISIONS

MARK	DESCRIPTION	DATE
△	CITY OF MONTGOMERY COMMENT REVISION	03/11/2025

The Engineer, by signing these plans, warrants, represents, and covenants that the plans were prepared by a duly licensed professional engineer or architect, and that the plans were prepared in accordance with the standards of practice of the profession. The Engineer shall be responsible for the accuracy of the information provided to the Engineer and for the accuracy of the plans. The Engineer shall be responsible for the accuracy of the information provided to the Engineer and for the accuracy of the plans. The Engineer shall be responsible for the accuracy of the information provided to the Engineer and for the accuracy of the plans.

PRINT DATE 7/14/2025



DRAWING TITLE OVERALL SITE PLAN

DRAWN BY MM

SHEET NO.

CHECKED BY GD

07

APPROVED BY PMR

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK

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

DATE

CONSENT TO ENCROACHMENT

THE STATE OF TEXAS §
 §
 COUNTY OF MONTGOMERY §

WHEREAS, Texas First Bank, is the owner of a 1.166 acre tract of land (the "Tract"), more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes, (hereinafter referred to as the "Owner"). The Tract is situated in the City of Montgomery (the "City"); and

WHEREAS, an area of the Tract is subject to and part of two existing twenty-six foot (26') wide utility easements (the "Easement"), as depicted on Exhibit "B"; and

WHEREAS, the Owner desires to construct and maintain a monument sign, paving, and related appurtenances (the "Improvements") on the Subject Area which will encroach into the Easement; and

WHEREAS, the Owner has requested that the City give its consent to said encroachment.

Agreement

In consideration of this Agreement, the City hereby consents to the construction, maintenance, and use of said Improvements within the Easement as shown on Exhibit "C", upon the following terms and conditions:

1. Except for the right to encroachment set forth herein, the City shall retain its full rights to utilize the Easement.

2. The consent herein granted shall be limited to the construction, maintenance, and use of said Improvements within the Easement and shall not apply to any other structures or improvements.

3. In consideration of the consent hereinabove granted by the City to the Owner and in consideration of the use of said portion of the Easement area the Owner obtains hereby, the Owner hereby agrees for itself, its successors, assigns and grantees to indemnify, release and hold the City, its successors and assigns, harmless from all liability for any damages of any kind or nature to the Improvements, specifically including liability arising from the fault, negligence, gross negligence, act or omission of the City, arising out of, resulting from, or in any way connected with the location of said Improvements within the Easement or the location of, settling or any repairs, modifications or additions to, or the malfunctioning of, the City's facilities within the Easement. Without limiting the foregoing, the Owner hereby specifically agrees as follows:

- (a) The City retains the right to enter upon the Easement and to use the same for the purposes of constructing, operating, maintaining, repairing, extending, or replacing utilities within the Easement, and to perform any and all activities upon the Easement necessary for or incidental to said purposes and uses. The City further reserves the right to alter or remove said Improvements within the Easement if the City in its sole discretion shall determine that such alteration or removal is necessary to the accomplishment of the rights reserved to the City in this paragraph. Owner, for itself, its successors, assigns and grantees hereby agrees to pay to the City, upon receipt of the City's billing therefore, all costs incurred by the City in such alteration or removal of the Improvements.

- (b) If the City alters, removes, or damages said Improvements, the City shall be under no obligation to restore, replace or repair same, and any such restoration, replacement or repair shall be the responsibility of the Owner, its successors, assigns or grantees, to be accomplished entirely at Owner's, its successors', assigns or grantees' cost. Owner, for itself, its successors, assigns and grantees, hereby agrees that in no event will the City, its successors or assigns, be liable to the Owner, its successors, assigns or grantees, for any damage to said Improvements, occurring as a result of the encroachment, the City's entry and activities upon the Subject Area or Easement for the purposes and uses set forth in this paragraph, the presence or malfunctioning of City facilities within said Easement, or the exercise by the City of any right of the City provided for in this Consent to Encroachment.
- (c) Should the encroachment of said Improvements prevent or hinder the City from operating City facilities in accordance with applicable statutes, laws, rules, and/or regulations, or from exercising the rights hereinabove reserved to the City, then the Owner, its successors, assigns and grantees, shall be obligated to remove said Improvements upon written notice from the City at no expense to the City.

4. The Owner further agrees for itself, its successors, assigns and grantees to be liable for, and to pay to the City, its successors and assigns, the cost of any repairs, replacements, modifications or alterations to the City's facilities caused by the location of the Improvements within the Easement. In addition, Owner agrees for itself, its successors, assigns and grantees to pay for any additional costs or expenses which the City may incur in repairing, replacing, modifying, relocating or altering the City's facilities as a result of the Improvements being located within the Easement.

5. The Owner hereby binds itself, its successors, assigns and grantees, to indemnify and hold the City, its successors and assigns, harmless from all claims for injury to or death of any person or for damage to property, specifically including claims arising from the fault, negligence, gross negligence, act or omission of the City, arising out of or in any way connected with the construction, maintenance, and use of said Improvements within or without the Easement, or which injuries, death or damages would not have occurred but for the presence of said Improvements.

6. This document concerns only the City's (including its successors and assigns) right to use said Easement and has no effect on the rights of others owning any interest in the Easement.

7. It is further expressly understood and agreed that the City's consent to the location of the Improvements within the Easement shall remain in force and effect only so long as the aforementioned Improvements shall remain in existence, and upon the removal or destruction thereof, all rights hereunder shall cease and terminate.

8. The exercise and enjoyment by the Owner's successors, assigns and grantees of the rights and privileges to which the City has herein granted its consent shall constitute affirmative acceptance by such successors, assigns and grantees of the terms and conditions herein contained; provided, however, that the City itself, its successors and assigns, hereby reserves the right to require that any such successor, assign or grantee of the Owner further assigns in a recordable instrument acceptance of such terms and conditions, and should any such successor, assign or grantee refuse to execute such instrument, the rights and privileges herein consented to shall thereupon automatically terminate. This Consent to Encroachment shall not inure to the benefit of any person other than the Owner and its successors, assigns and grantees, or to any property other than the above-described property.

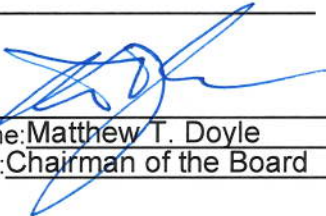
[EXECUTION PAGE FOLLOWS]

EXECUTED this _____ day of _____, 2025.
CITY OF MONTGOMERY

Secretary/Treasurer, Board of Directors President, Board of Directors

Agreed to and accepted by Owner on behalf of itself, its successors, assigns and grantees, which acceptance shall constitute affirmative acceptance of all rights, privileges, liabilities and indemnifications contained herein, this 12th day of August, 2025.

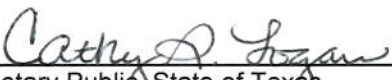
TEXAS FIRST BANK

By: 
Name: Matthew T. Doyle
Title: Chairman of the Board

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §
This instrument was acknowledged before me on the _____ day of _____, 2025,
by _____, as _____ of the City of Conroe.

Notary Public, State of Texas
(NOTARY SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §
This instrument was acknowledged before me on the 12th day of August, 2025,
by Matthew T. Doyle, as Chairman of the Board of Texas First Bank, on behalf of
said state chartered bank.



Notary Public, State of Texas
(NOTARY SEAL)



Montgomery City Council
AGENDA REPORT

Meeting Date: 8/26/2025	Budgeted Amount: NONE
Department: Administration	Prepared By: WGA

Subject

Consideration and Possible Action to award the contract for the Lift Station 10 Improvements Phase II project.

Recommendation

WGA and Staff recommend the acceptance of the Engineer's Recommendation of Award for the Lift Station 10 Improvements Phase II project.

Discussion

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

The City began advertising for Contractors on June 24, 2025, for the proposed Lift Station 10 Phase II Improvements project. The City received a total of 3 submissions on July 17, 2025, and began to review submissions.

WGA recommends that the City select McDonald Municipal & Industrial as they submitted the lowest base bid plus supplemental bid proposal in the amount of \$356,469.00 and 210 calendar days to achieve substantial completion.

As a reminder, this project is being funded by Taylor Morrison as part of their Lone Star Hills (formerly known as Lone Star Ridge) Development.

Approved By

City Staff	Ruby Beaven	Date: 08/13/2025
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August 13, 2025

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

Re: Lift Station No. 10 Improvements Phase II
City of Montgomery

Dear Mayor and Council,

We received bids for the referenced project for the City of Montgomery at WGA on July 17, 2025, at 10:00 am. Bids were publicly opened and read at that time. Three (3) bid proposals were received. For your convenience, a summary of the bid tabulation is enclosed. McDonald Municipal & Industrial- A Division of C.F. McDonald Electric, Inc. submitted the lowest base bid plus supplemental bid proposal in the amount of \$356,469.00 and 210 calendar days to achieve substantial completion.

We have worked with McDonald Municipal & Industrial, Inc. in the past and found them to be an acceptable contractor. We recommend the referenced project be awarded to McDonald Municipal & Industrial, Inc. based on their base bid plus supplemental bid in the amount of \$356,469.00 and 210 calendar days to achieve substantial completion.

As a reminder, this project is being funded by Taylor Morrison as part of their Lone Star Hills (formerly known as Lone Star Ridge) Development. 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/jtd

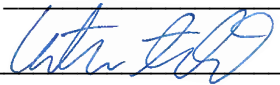
Z:\00574 (City of Montgomery)\019 Lift Station No.10 Improvements Ph II\4.0 CONSTRUCTION\4.03 Contracts\00574-019 ROA.docx

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: Christopher Todd, P.E.

Signature: 

BID SUMMARY							
LIFT STATION NO. 10 IMPROVEMENTS: PHASE II							
FOR CITY OF MONTGOMERY, TX							
PROJECT NO.: 00574-019-00							
DATE: 7/17/2025 @ 10:00 AM							
	Bidder	TOTAL BASE BID	Calendar Days	Bid Form Signature Page	Bid Security	1295 Form	Addendum No. 1
1	McDonald Municipal & Industrial	\$356,469.00	210	X	X	X	X
2	CFG Industries, LLC	\$636,200.00	210	X	X	X	X
3	AR Turnkey Construction Co.	\$688,500.00	210	X	X	X	X

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

Montgomery City Council
AGENDA REPORT

Meeting Date: 08/26/2025	Budgeted Amount: NONE
Department: Administration	Prepared By: WGA

Subject

Consideration and possible action authorizing the Mayor to sign the Escrow Agreement by and between the City of Montgomery and the Developer (“SR 105 LLC”) and authorizing the city engineer to prepare a Feasibility Study for the proposed 12.1-acre development.

Recommendation

City Council approve the Escrow Agreement and authorize the City Engineer to prepare a Feasibility Study.

Discussion

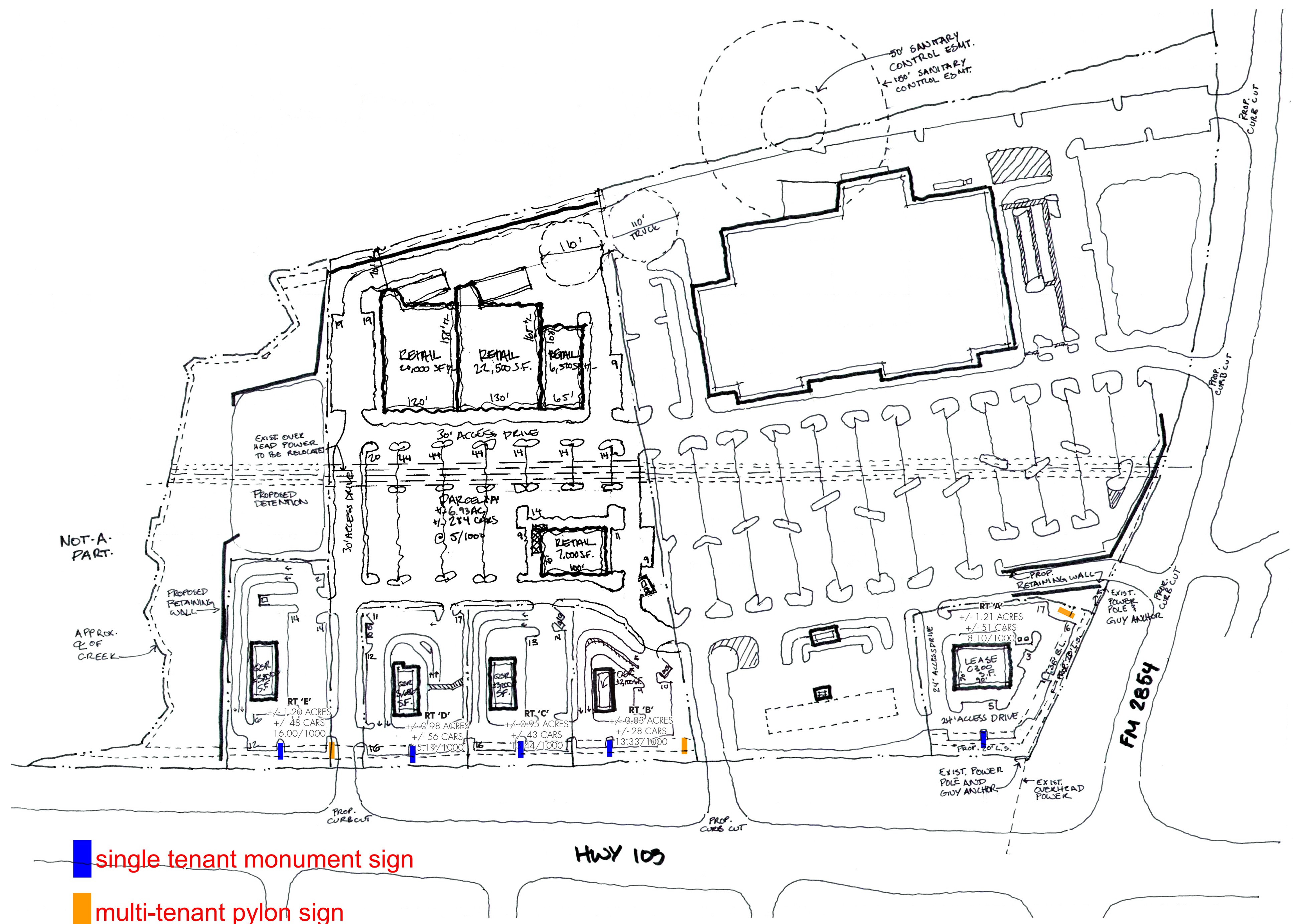
The Escrow Agreement and supporting documents are attached.

A Developer (“SR 105 LLC”) is proposing commercial retail buildings on a 12.1-acre parcel of land located adjacent to the H-E-B development. This development is located at the southeast corner of FM 2854 and SH 105 intersection. The tract is located entirely within City limits and would not require annexation and is zoned B-Commercial. The Development of the site must comply with Chapters 78 and 98 of the City Code of Ordinances and all applicable development regulations in the Development Handbook and Design Criteria Manual.

The Escrow Agreement ensures that the city’s incurred costs related to the development are paid for by the Developer, not with city operating funds. The proposed development is allowed by right under the city’s zoning regulations, and WGA and staff recommend approval of the agreement.

Approved By

City Staff	Ruby Beaven	Date: 08/13/2025
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■ single tenant monument sign
■ multi-tenant pylon sign

HWY 105 AND FM 2854 MONTGOMERY, TEXAS

SK-H

SITE PLAN
Do not use for regulatory approval, permit or construction.
PROJECT: 2404300 DATE: 05/29/2025
6802 Mapleridge St., Suite 200 | Bellaire, Texas 77401 | 713.785.3644
© Boucher Design Group LLC 2025





Montgomery Retail (SR 105 LLC) Tract (12.1 Ac)

City of Montgomery

(Dev. No. 2506)

Request: Council Authorization on August 26, 2025

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

SCOPE OF WORK

- Feasibility Study Report – Preparation of a feasibility study report to analyze the feasibility to serve the proposed 12.1-acre commercial development situated at the southeast corner of the SH 105 and FM 2854 intersection. WGA will analyze the City's water, wastewater, and drainage system and note whether any upgrades need to be made or if any utility extensions will be required to serve the tract. If any upgrades to the City's facilities are needed or any utility extensions are required, WGA will prepare a cost estimate to be included in this feasibility study. A preliminary site exhibit showing the extent of the 12.1-acre tract, and any utility extensions/upgrades necessary to serve the tract will be prepared by WGA to be included in this feasibility study.*

ENGINEERING COST

The cost to perform the Montgomery Retail (SR 105 LLC) Tract's Utility and Economic Feasibility Study described above is \$4,000, to be billed lump sum.

SCHEDULE

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

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

Accepted by Client

Regards,

Chris Roznovsky, PE
City Engineer

Signature

Printed Name and Title

Date

ESCROW AGREEMENT

BY AND BETWEEN

THE CITY OF MONTGOMERY, TEXAS,

AND

SR 105 LLC

Dev. No. 2506

THE STATE OF TEXAS ⌋

COUNTY OF MONTGOMERY ⌋

This Escrow Agreement, is made and entered into as of the _____ day _____, 2025 by and between the CITY OF MONTGOMERY, TEXAS, a body politic, and a municipal corporation created and operating under the general laws of the State of Texas (hereinafter called the "City"), and SR 105 LLC, a Limited Liability Company, (hereinafter called the "Developer").

RECITALS

WHEREAS, the Developer desires to acquire and develop all or part of a 32.42-acre tract sometimes referred to as the Montgomery Retail Tract, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

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

AGREEMENT

ARTICLE I

SERVICES REQUIRED

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

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

ARTICLE II

FINANCING AND SERVICES

Section 2.01 All estimated costs and professional fees needed by City shall be financed by Developer. Developer agrees to advance funds to City for the purpose of funding the required Utility and Economic Feasibility Study ("Study") in the amount of \$10,000.00

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

Section 2.03 As part of the Study, the estimated additional Escrow Amount will be determined for plan reviews, developer coordination, construction coordination, construction inspection of all exterior private site improvements, construction inspection of all proposed public

infrastructure, warranty services, legal expenses, and administrative costs. Developer agrees to submit payment of the Escrow Amount to City no later than thirty (30) days after the acceptance of the Study by City Council. No work outside of the Study will be performed by or on behalf of the City until the Escrow Amount has been deposited.

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

ARTICLE III,
MISCELLANEOUS

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

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

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

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

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

If to City, to:	Brent Walker City of Montgomery 101 Old Plantersville Rd. Montgomery, Texas 77356
If to Developer, to:	SR 105 LLC 1600 West Loop S, Suite 900 Houston, Texas 77027

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

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

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

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

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

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

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

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

CITY OF MONTGOMERY, TEXAS

By: _____,
Mayor

ATTEST:

By: _____,
City Secretary

SR 105 LLC
Developer

By: 
Signature

Title: Elizabeth Robinson, VP

STATE OF TEXAS {

COUNTY OF MONTGOMERY {

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2025.

Notary Public, State of Texas

THE STATE OF TEXAS {

COUNTY OF Harris {

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Elizabeth Robinson, Vice President of SR 105 LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated and as the act and deed of said organization.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 13th day of August, 2025.



Melanie Maier
Notary Public, State of Texas

Montgomery City Council
AGENDA REPORT

Meeting Date: 08/26/2025	Budgeted Amount: NONE
Department: Administration	Prepared By: WGA

Subject

Consideration and Possible Action regarding authorizing the City Engineer to begin design of the Buffalo Springs and CB Stewart Public Infrastructure Improvements project (the “Project”) subject to receipt of deposit from BCS Capital Group (Dev. No. 2415).

Recommendation

WGA and Staff recommend that the Council authorize the City Engineer to begin design on the Project.

Discussion

The Buffalo Springs and CB Stewart Public Infrastructure Improvements Proposal Package Client Memo is attached.

The project scope consists of the construction of a 12” waterline along Buffalo Springs Drive, CB Stewart Drive, and SH 105. This work is designed to complete the waterline loop and extend service to the proposed BCS Capital development, the Church of Montgomery and future developments in the area. Additionally, the scope includes installing an 8” sanitary sewer line along the northern frontage of SH 105. The costs will be based on a pro rata share of total linear foot of linear utility improvements among BCS Capital, the Church of Montgomery, and the City of Montgomery.

As a reminder, this project will be funded by BCS Capital, the Church of Montgomery, and the City of Montgomery.

Approved By

City Staff	Ruby Beaven	Date: 8/13/2025
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Buffalo Springs and CB Stewart Public Infrastructure Improvements

City of Montgomery

WGA Proposal Nos. P2025-008 & P2025-009

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

PROJECT UNDERSTANDING

WGA understands BCS Capital and the Church of Montgomery (the "Developers") are required to extend public utilities to serve their development including the extension of a 12" existing waterline along CB Stewart Dr., Buffalo Springs Dr., and SH-105 and the extension of a 8" sanitary sewer line as a part of their respective developments. The costs shown in this proposal will be based on the pro rata share of total linear foot of linear utility improvements and will be owed by each Developer as outlined in the accompanying preliminary cost estimate.

SCOPE OF SERVICES

Per our understanding of the requirements of the service we have developed the following scope of work:

1) Preliminary Design Phase Services:

- a) WGA will create preliminary site layout and coordinate with the City and Developers for approval. This phase will include internal/ external project kickoff meetings and the establishment of the design and schedule.
- b) WGA will coordinate with surveyor subconsultant.
- c) WGA will prepare an Opinion of Probable Construction Cost ("OPCC")
- d) Design changes initiated by the City or Developer(s) after the preliminary layout is complete may result in a request for additional authorization.

2) Design Phase Services:

- a) WGA will develop drawings and specifications for the successful construction of the waterline loop along SH-105, Buffalo Springs Dr., and CB Stewart Dr. and of the construction of the sanitary sewer line along SH-105 and Buffalo Springs.
- b) WGA will provide an OPCC at the 60% and 90% design set with breakdowns of the pro rata share for the City and Developer(s).
- c) Design changes initiated by the City or Developer(s) after the design is complete may result in a request for additional authorization.
- d) Obtain approvals from TCEQ.



3) Bid Phase

- a) Coordinate advertising for bids, hold a pre-bid conference, answer questions from bidders, hold a bid opening, prepare bid tabulation, and prepare recommendation of award.
- b) Prepare final cost estimate prior to bidding with breakdowns of the pro rata share for the City and Developer(s).

4) Construction Administration

- a) Prepare construction contracts and coordinate execution of the same.
- b) Issue notice to proceed and hold pre-construction meeting.
- c) Review of construction submittals and RFIs.
- d) Preparation of pay estimates, change orders, and other associated construction documents.
- e) General oversight and coordination of construction contracts.

5) Project Coordination

- a) WGA will 10 meetings with the Developer(s) during the course of design and construction.

6) Field Project Representation

- a) Onsite inspection by a Field Project Representative for approximately 8 hours per week (including travel time) during active construction for the duration of the projected contract period of performance (72 calendar days).
- b) Onsite inspection by the project team throughout the duration to attend periodic site visits, final walkthrough inspections, etc.

7) Construction Materials Testing

- a) Includes reimbursable expenses of construction materials testing incurred during the construction of the proposed public waterlines and sanitary sewer line.

8) Survey

- a) Survey will be provided by the Developer(s) for all areas adjacent to the subject tract(s).
- b) All additional survey required for the off-site utility extensions will be requested and will include topographic survey, metes and bounds, and any existing features including easements, utilities, or any other pertinent information needed to complete the project.

9) Expenses & Fees

- a) Includes reproduction, advertising, and other reimbursable expenses.

ASSUMPTIONS AND EXCLUSIONS

- The land plan(s) provided by the Developer(s) is what WGA will be basing their design on.
- Any updates to the scope of work will result in a delay in completion of the design and construction of the waterline and sanitary sewer line.



- Construction services over 20% of the original contract period of performance and will be billed hourly.
- Costs shown will be based on the pro rata share of the total linear foot of the proposed waterlines and sanitary sewer lines.
- This proposal assumes all is designed and constructed as a single phase. If the Developer(s) request the project to be broken into phases WGA will provide a separate proposal for the additional costs.

ANTICIPATED SCHEDULE

Client Authorization	1	Calendar Days
Preliminary Design Services	45	Calendar Days
Design Services	90	Calendar Days
Bid Phase	30	Calendar Days
Contracts	21	Calendar Days
Construction	72	Calendar Days
	259	Calendar Days
<p>Delays outside Engineers control are not included and could impact estimated schedule for the project including the required deposits to be made by the Developer to find each phase of the project.</p> <p>Timing for design and construction also assumes that no TxDOT approvals are required and all proposed utilities are placed in utility easements to be dedicated by the Developer(s) where applicable.</p>		



ENGINEERING COST

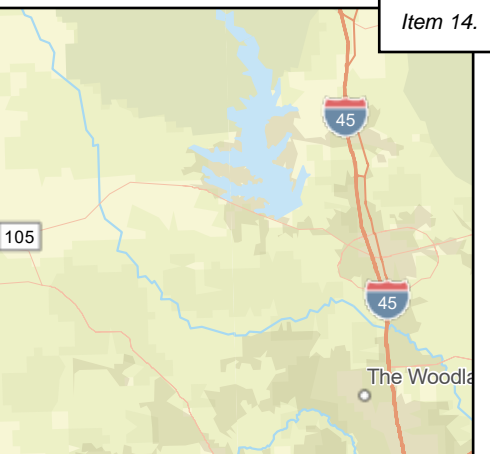
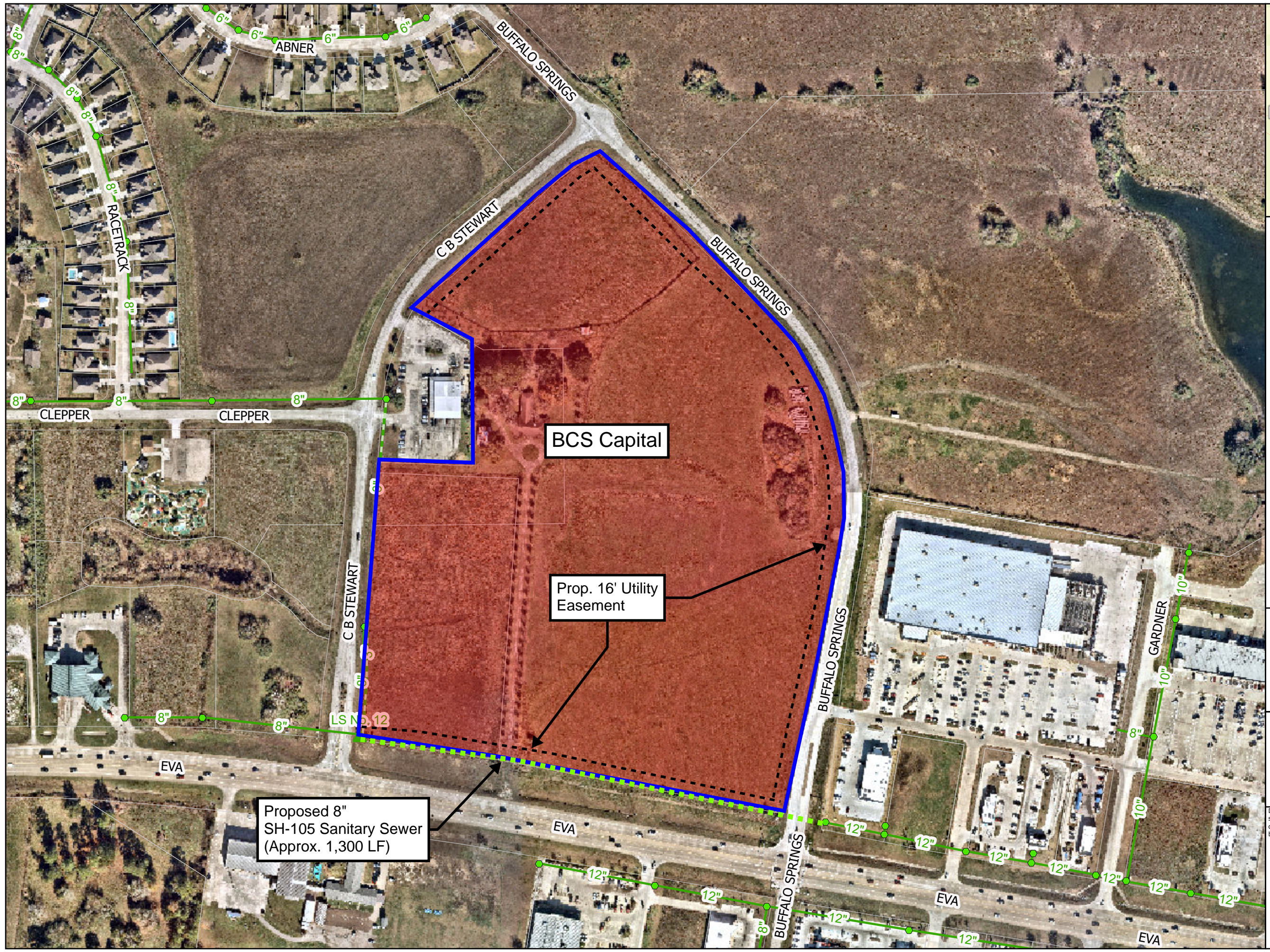
COMPENSATION SUMMARY		
The Services set forth in the Proposal will be compensated on the following basis:		
Phase Name	Fee Type	Standard Fee
Preliminary Design Services	LS	\$10,000
Design Services	LS	\$70,000
Bid Phase	LS	\$7,000
Project Coordination	LS	\$10,000
Construction Administration	LS	\$25,000
Field Project Representation	TM	\$28,000
Construction Materials Testing	TM	\$15,000
Survey & Construction Staking	TM	\$9,000
Expenses & Fees	TM	\$2,500
Total Proposed Engineering Fees		\$176,500

Regards,

Chris Roznovsky, PE
Partner/Practice Leader

8/15/2025

Date



Legend

- Tax Parcel
- City ETJ
- City Limits
- Subject Property

Sanitary Sewer

- Sanitary Sewer Gravity Main
- Proposed Gravity Main
- Sanitary Sewer Manhole
- Lift Station

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mi

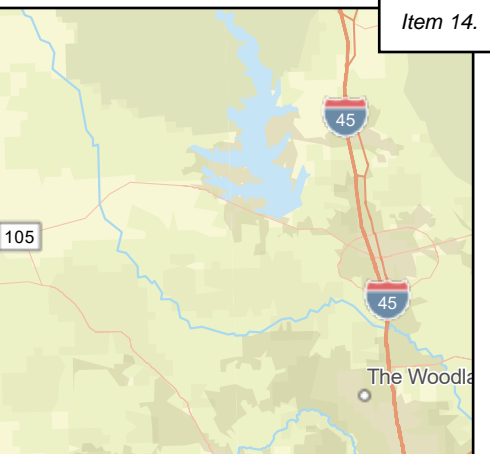
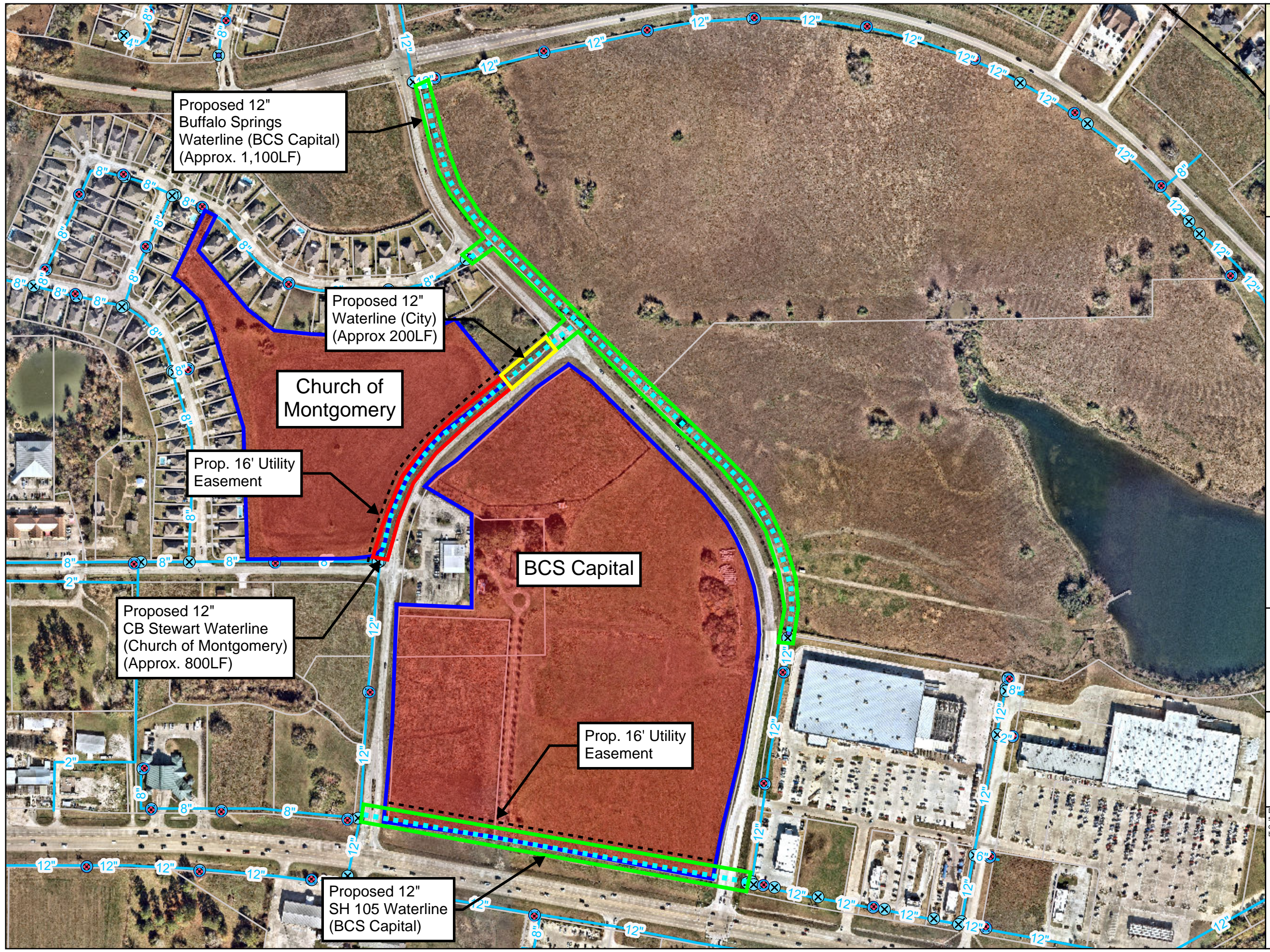
Public Sanitary Sewer Improvements

CITY OF MONTGOMERY
TEXAS EST 1837
BIRTHPLACE OF THE TEXAS FLAG

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.

WGA

61



Legend

- Tax Parcel
- City ETJ
- City Limits
- Subject Property

Water

- Hydrant
- Water Main Valve
- Water Main
- Proposed Water Main

0 360 720
ft

Public Waterline Improvements



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.





Preliminary Cost Estimate
Buffalo Springs and CB Stewart Public Infrastructure Improvements
City of Montgomery
8/15/2025

Item No.	Description	Quantity	Unit	Unit Price	Cost
General					
1	Mobilization, Bonds, and Insurance	1	LS	\$ 35,000	\$ 35,000
2	Construction Staking	1	LS	7,500	7,500
3	Trench Safety System	6,070	LF	2	12,100
4	SWPPP	1	LS	10,000	10,000
5	Traffic Control Plan	1	LS	15,000	15,000
6	Site Restoration	1	LS	10,000	10,000
Total General Costs					\$ 89,600
Waterline - Church of Montgomery					
7	12-Inch C900 PVC Waterline (Open Cut Construction) ⁽⁵⁾	800	LF	100	80,000
8	12-Inch Gate Valve	2	EA	2,500	5,000
9	12-Inch Wet Connect & Removal of Plug and Clamp	1	EA	2,000	2,000
10	Hydrants	2	EA	8,000	16,000
Total Church of Montgomery Costs					\$ 103,000
Waterline - BCS Capital					
11	12-Inch C900 PVC Waterline (Open Cut Construction)	3,550	LF	100	355,000
12	Additional Cost for 16-Inch Steel Casing via Jack & Bore	470	LF	225	105,800
13	12-Inch Gate Valve	9	EA	2,500	22,200
14	12-Inch Wet Connect & Removal of Plug and Clamp	5	EA	2,000	10,000
15	Hydrants	9	EA	8,000	72,000
Total BCS Capital Costs					\$ 565,000
Sanitary Sewer - BCS Capital					
15	8" PVC Sanitary Sewer (Open Cut Construction)	2,230	LF	100	223,000
16	Additional Cost for 16-Inch Steel Casing (Trenchless Construction)	240	LF	225	54,000
17	4' Sanitary Sewer Manhole	6	EA	10,000	55,800
18	Demolition of Lift Station No. 12	1	LS	12,000	12,000
19	Core into Existing Manhole	1	EA	2,000	2,000
Total BCS Capital Costs					\$ 346,800
Waterline - City					
16	12-Inch C900 PVC Waterline (Open Cut Construction)	200	LF	100	20,000
17	12-Inch Gate Valve	1	EA	2,500	1,300
18	12-Inch Wet Connect & Removal of Plug and Clamp	1	EA	2,000	2,000
19	Hydrants	1	EA	8,000	4,000
Total City Costs					\$ 27,300
Construction Subtotal					\$ 1,132,000
Contingencies (15%)					\$ 170,000
Engineering - Preliminary, Design Phase & Bid Phase Services					\$ 87,000
Construction Administration					\$ 25,000
Project Coordination					\$ 10,000
Field Project Representation					\$ 28,000
Survey					\$ 9,000
Construction Materials Testing					\$ 15,000
Fees and Expenses					\$ 2,500
Total					\$ 1,478,500
Church of Montgomery Pro Rata Share					\$ 174,500
BCS Capital Pro Rata Share					\$ 1,260,400
City Pro Rata Share					\$ 43,600

Notes:

(1) All values rounded up to the nearest hundred.

(2) This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.

(3) This includes reproduction, advertising expenses, and other miscellaneous reimbursable costs.

(4) Amounts to be funded by each party will be based on pro-rata share of the total linear footage of the proposed utility extensions.

(5) Due to the proposed demand of the Church of Montgomery an 8" waterline will be required. The City is requesting to upsize this line to 12" to assist with projected future demand in the area.

Montgomery City Council
AGENDA REPORT

Meeting Date: 08/26/2025	Budgeted Amount: NONE
Department: Administration	Prepared By: WGA

Subject

Consideration and Possible Action regarding authorizing the City Engineer to begin design of the Buffalo Springs Drive and CB Stewart Roadway Reconstruction project (the “Project”) subject to receipt of deposit from BCS Capital Group (Dev. No. 2415).

Recommendation

WGA and Staff recommend that the Council authorize the City Engineer to begin design on the Project.

Discussion

The Buffalo Springs Drive and CB Stewart Roadway Reconstruction Proposal Package Client Memo is attached.

The roadway reconstruction project consists of providing roadway improvements to Buffalo Springs Drive and the southern portion of CB Stewart Drive where it ties into SH 105. The final scope of the roadway improvements will be determined based on the findings of the Geotechnical Report and Traffic Impact Analysis.

As a reminder, this project will be funded by BCS Capital.

Approved By

City Staff	Ruby Beaven	Date: 8/13/2025
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Buffalo Springs Drive and CB Stewart Roadway

Reconstruction – PH I

City of Montgomery

WGA Proposal No. P2025-056

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

PROJECT UNDERSTANDING

WGA understands the City plans to reconstruct CB Stewart from the SH 105 intersection to just north of the Clepper Dr. intersection with CB Stewart as well as Buffalo Springs Drive from approximately 1,000 LF North of Highway 105 W to and including the intersection of Buffalo Springs Drive and CB Stewart Drive. WGA also understands that the final scope of work of the roadway improvements will be determined by the results and analysis of the required geotechnical report and Traffic Impact Analysis ("TIA") evaluated in this proposal.

SCOPE OF SERVICES

Per our understanding of the requirements of the service we have developed the following scope of work:

1) Preliminary Design Phase Services:

- a) WGA will develop layout(s) and associated Opinion of Probable Construction Costs (OPCC) for the proposed improvements.
- b) WGA will coordinate with geotechnical subconsultant on required testing and analysis.
- c) WGA will coordinate with the Developer's Engineer on the TIA.
- d) WGA will finalize design scope based on the requirements outlined in the completed TIA and geotechnical report and prepare a final budget for the remaining phases.
- e) WGA will meet with the Developer to discuss the findings of the TIA and geotechnical report including up to two meetings in person.
- f) Design changes triggered by the completion of the required TIA and Geotechnical recommendations will result in a request for additional authorization.

2) Expenses & Fees

- a) *Includes geotechnical analysis of CB Stewart and Buffalo Springs Dr. for the proposed roadway improvements including 17 – ten (10) foot deep bores per City of Montgomery Criteria Manual.*



ASSUMPTIONS AND EXCLUSIONS

- The land plan provided by the Developer(s) is what WGA will be basing their design on.
- The TIA will be supplied by the Developer.
- All future phases and associated costs will be requested after completion and analysis of the TIA and geotechnical report.

ANTICIPATED SCHEDULE

Client Authorization	1	Calendar Days
Geotechnical Analysis	45	Calendar Days
Preliminary Design Services	21	Calendar Days
	67	Calendar Days
Delays outside Engineers control are not included and could impact estimated schedule for the project including the required deposits to be made and receipt of the completed TIA by the Developer.		

ENGINEERING COST

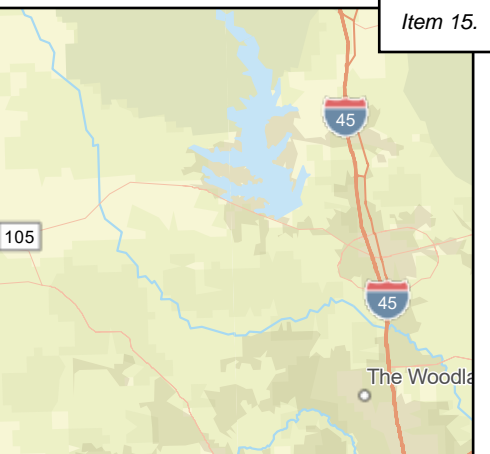
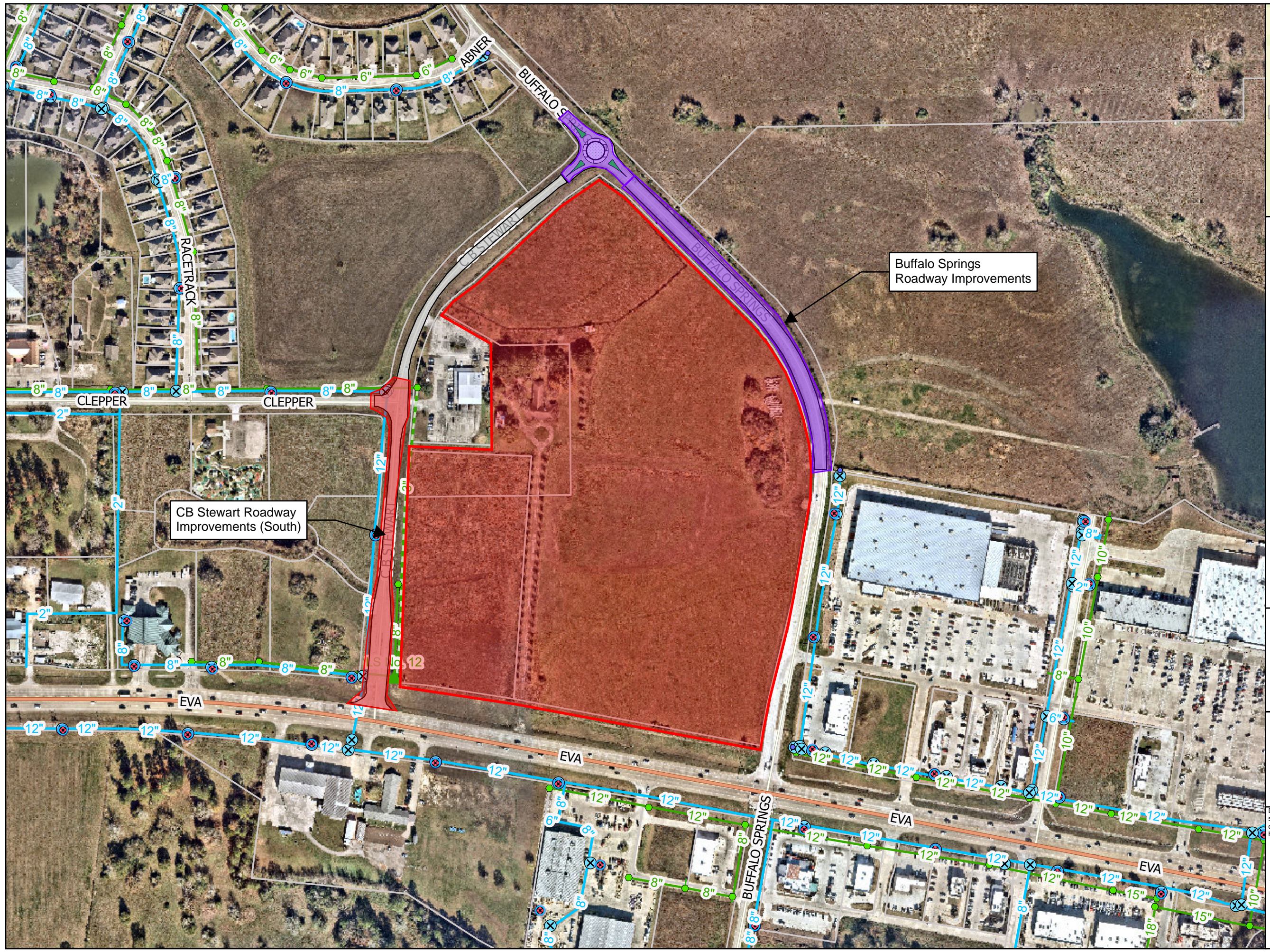
COMPENSATION SUMMARY		
The Services set forth in the Proposal will be compensated on the following basis:		
Phase Name	Fee Type	Standard Fee
Preliminary Design Services	LS	\$15,000
Expenses & Fees	TM	\$27,500
Total Proposed Engineering Fees		\$42,500

Regards,

Chris Roznovsky, PE
Partner/Practice Leader

8/14/2025

Date



Legend

- BCS Capital Additional Tract (6 AC)
- Road Improvement Area (CB Stewart)
- Road Improvement Area (Buffalo Springs)
- Mountable Curb
- Center Median
- Proposed Divided Median
- Tax Parcel

0 325 650
ft

Boundary & Road Improvements



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.



Exhibit E – Anticipated Exploration Plan – Option 4

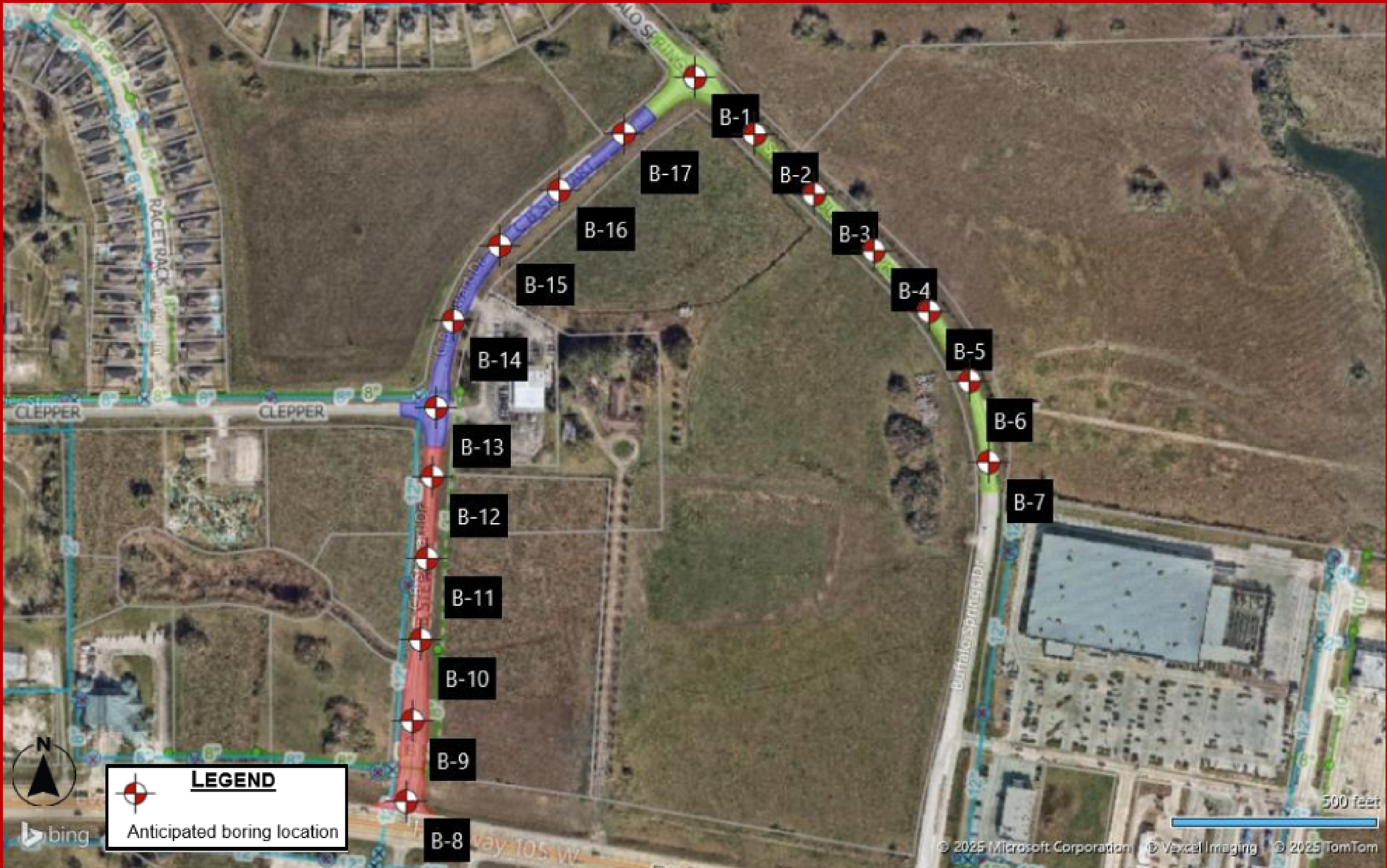


DIAGRAM IS FOR GENERAL LOCATION ONLY. AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

Montgomery City Council
AGENDA REPORT

Meeting Date: 08/26/2025	Budgeted Amount: NONE
Department: Administration	Prepared By: WGA

Subject

Consideration and Possible Action on the acceptance of the Engineer's Recommendation of Bull-G Construction, LLC to complete the Construction Services related to the West Lone Star Parkway 12" Waterline Extension project.

Recommendation

Approve the contract with Bull-G Construction, LLC to complete the construction of the West Lone Star Parkway 12" Waterline Extension 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 July 15, 2025 and received a total of 19 submissions on August 12, 2025, and began to review submissions.

WGA recommends that the City select Bull-G Construction, LLC as they submitted the lowest base bid plus supplemental bid proposal in the amount of \$333,771.60 and 45 calendar days to achieve substantial completion and 75 calendar days following the date of the initial written Notice to Proceed to achieve full completion.

As a reminder, the scope of work is extending a 12" waterline along West Lone Star Parkway. This project was funded by Tri Pointe Homes as part of the Legacy Grove development.

Approved By

City Staff	Ruby Beaven	Date: 08/13/2025
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August 13, 2025

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

Re: West Lone Star Parkway Waterline Extension
City of Montgomery

Dear Mayor and Council,

We received bids for the referenced project for the City of Montgomery at WGA on August 12, 2025, at 2:00 pm. Bids were publicly opened and read at that time. Nineteen (19) bid proposals were received. For your convenience, a summary of the bid tabulation is enclosed. Bull-G Construction, LLC submitted the lowest base bid plus supplemental bid proposal in the amount of \$333,771.60 and 45 calendar days to achieve substantial completion and 75 calendar days following the date of the initial written Notice to Proceed to achieve full completion.

We have worked with Bull-G Construction in the past and found them to be an acceptable contractor. We recommend the referenced project be awarded to Bull-G based on their base bid plus supplemental bid in the amount of \$333,771.60 and 45 calendar days to achieve substantial completion and 75 calendar days following the date of the initial written Notice to Proceed to achieve full completion.

As a reminder, this project is being funded by Tri-Pointe Homes as a part of their Legacy Grove Development. 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/jtd

Z:\00574 (City of Montgomery)\018 Lone Star Parkway WL Extension\4.0 CONSTRUCTION\4.03 Contracts\00574-018 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: Ryan PattersonSignature: *Ryan Patterson***BID SUMMARY****LONE STAR PARKWAY 12" WATERLINE EXTENSION****FOR CITY OF MONTGOMERY, TX****PROJECT NO.: 00574-018-00****DATE: 8/12/2025 @ 2:00 PM**

	Bidder	TOTAL BASE BID	Substantial Completion	Final Completion	Bid Form Signature Page	Bid Security	1295 Form
1	Bull-G Construction, LLC	\$333,771.60	45	75	X	X	X
2	JSS Construction, LLC	\$335,729.00	60	60	X	X	X
3	DL Glover Utilities, LLC	\$345,643.70	45	45	X	X	X
4	Sovrex, LLC	\$347,614.00	60	75	X	X	X
5	Sequeira Civil Construction	\$362,225.00	30	45	X	X	X
6	Experts Underground Solutions, LLC	\$365,181.00	45	60	X	X	X
7	Blazey Construction Services, LLC	\$365,840.80	17	24	X	X	X
8	AR Turnkey Construction Co., Inc.	\$369,965.15	40	50	X	X	X
9	Lonnie Lischka Company, LP	\$400,750.59	30	40	X	X	X
10	LG&G Construction, Inc.	\$403,140.00	15	90	X	X	X
11	ISJ Underground Utilities, LLC	\$405,048.40	45	50	X	X	X
12	Capital Underground Utilities, LLC	\$411,702.00	120	15	X	X	X
13	Texasite, LLC	\$421,249.00	30	40	X	X	X
14	Southern Contractors Group, LLC	\$430,458.00	120	180	X	X	X
15	Faith Utilities, LLC	\$461,302.00	90	120	X	X	X
16	GM Vera's Construction	\$463,145.80	30	45	X	X	X
17	Power Scoop Utility, LLC	\$482,220.00	90	120	X	X	X



Bid Opener Name: Ryan Patterson

Signature: *Ryan Patterson*

BID SUMMARY							
LONE STAR PARKWAY 12" WATERLINE EXTENSION							
FOR CITY OF MONTGOMERY, TX							
PROJECT NO.: 00574-018-00							
DATE: 8/12/2025 @ 2:00 PM							
	Bidder	TOTAL BASE BID	Substantial Completion	Final Completion	Bid Form Signature Page	Bid Security	1295 Form
18	Texas Underground Utilities	\$526,307.00	45	45	X	X	X
19	STI Concrete DBA Trilogy LLC	\$548,051.95	10	30	X	X	

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

Montgomery City Council
AGENDA REPORT

Meeting Date: 08/26/2025	Budgeted Amount: NONE
Department: Administration	Prepared By: WGA

Subject

Consideration and Possible Action to award the Water Plant No. 3 Booster Pump Addition project and authorize the Mayor to sign the agreement.

Recommendation

Approve the contract with McDonald Municipal & Industrial to complete the construction of the Water Plant No. 3 Booster Pump Addition 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 July 23, 2025, and received a total of 3 submissions on August 13, 2025, and began to review submissions.

WGA recommends that the City select McDonald Municipal & Industrial as they submitted the lowest base bid plus supplemental bid proposal in the amount of \$178,469.00 and 154 calendar days to achieve substantial completion.

As a reminder, this project to is being funded by American Rescue Plan Act (ARPA Funds) and the scope consists of adding a 900gpm booster pump to the existing plant.

Approved By

City Staff	Ruby Beaven	Date: 08/13/2025
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August 13, 2025

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

Re: Water Plant No. 3 Booster Pump Addition
City of Montgomery

Dear Mayor and Council,

We received bids for the referenced project for the City of Montgomery at WGA on August 13, 2025, at 2:00 pm. Bids were publicly opened and read at that time. Three (3) bid proposals were received. For your convenience, a summary of the bid tabulation is enclosed. McDonald Municipal & Industrial- A Division of C.F. McDonald Electric, Inc. submitted the lowest base bid plus supplemental bid proposal in the amount of \$178,469.00 and 154 calendar days to achieve substantial completion.

We have worked with McDonald Municipal & Industrial, Inc. in the past and found them to be an acceptable contractor. We recommend the referenced project be awarded to McDonald Municipal & Industrial, Inc. based on their base bid plus supplemental bid in the amount of \$178,469.00 and 154 calendar days to achieve substantial completion.

As a reminder, this project scope includes adding a 900gpm booster pump to the existing plant. 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/zlgt

Z:\00574 (City of Montgomery)\021-Water Plant 3- Booster Pump Addition\700 Construction\730 Contract Documents\00574-021 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: Katherine Vu, PE, CFM

Signature: Katherine Vu

BID SUMMARY						
WATER PLANT NO. 3 BOOSTER PUMP ADDITION						
FOR CITY OF MONTGOMERY, TX						
PROJECT NO.: 00574-021-00						
DATE: 8/13/2025 @ 2:00 PM						
	Bidder	TOTAL BASE BID	Calendar Days	Bid Form Signature Page	Bid Security	1295 Form
1	McDonald Muncipal & Industrial	\$178,469.00	154	X	X	
2	W.W. Payton Corporation	\$240,000.00	240	X	X	X
3	Teal Services, LLC	\$300,000.00	250	X	X	

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

Montgomery City Council
AGENDA REPORT

Meeting Date: August 26, 2025	Budgeted Amount: N/A
Department: Administration	Prepared By: Ruby Beaven

Subject

Consideration and possible action on a Interlocal Agreement between the City of Montgomery and Montgomery Economic Development Corporation in regard to a tract of land located at 203 and 213 Prairie Street, Montgomery, Texas 77316.

Recommendation

Staff recommend approving the interlocal agreement.

Discussion

The City of Montgomery is the owner of tract of land located at 203 and 213 Prairie Street, Montgomery, Texas 77316. The City and the Montgomery Economic Development Corporation have discussed a transfer of 0.68 acres, situated in the M. Corner Survey, Abstract 8, Montgomery County, Texas, and being all of a called 0.225 & 0.451 acre tracts as recorded under County Clerk's File No. 2012-109786, Real Property Records Montgomery County (RPRMC,TX) from the City to the MEDC. It is the intent that the City shall not receive any compensation for the transfer of the Property until the MEDC ultimately sells the Property. The MEDC has discussed and agreed to accept the Property located at 203 and 213 Prairie Street, Montgomery, Texas 77316 from the City. It is the intent that the City shall not receive any compensation for the transfer of the Property until the MEDC sells the Property.

An interlocal agreement is being considered between the City and MEDC, with the understanding that the City will not receive any compensation for the transfer of the property until MEDC sells the property. Once sold, MEDC will pay the City for a purchase price of Eight Hundred Thirty-Three Thousand Seven Hundred Fifty Dollars (\$833,750.00)

Approved By

City Administrator	Brent Walker	Date: 08/20/2025
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