



City of Montgomery City Council Regular Meeting Agenda

July 08, 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, July 08, 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.

PRESENTATIONS

4. Presentation and discussion of a proposal by the Communications Tower Group I, LLC (CTGI) for the installation of a cell tower on City owned property with a potential land lease agreement.

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.

5. Consideration and possible action on the City Council Regular Meeting Minutes of May 13, 2025.
6. Consideration and possible action on the City Council Workshop Meeting Minutes of May 22, 2025.

PUBLIC HEARING

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

REGULAR AGENDA

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

- [7.](#) Consideration and possible action on a Resolution calling for a Public Hearing to be held on July 22, 2025, on an application by Texas First Bank for a Special Use Permit on 1.1681 acres of land out of restricted reserve “C” in Block 1 of Montgomery First, a subdivision in the John Conner Survey, A-8 [A.K.A. 19940 Eva Street, City of Montgomery, Montgomery County, Texas 77356] for the financial institution with a two lane drive thru and a drive up ATM with dedicated lane.
- [8.](#) Consideration and Possible Action on the acceptance of a Utility and Economic Feasibility Study Amendment on the BCS Capital development (Dev. No. 2415).
- [9.](#) Consideration and Possible Action regarding the approval of the Development Agreement between the City of Montgomery, Texas and with BCS Capital, LLC for the development of approximately 38 acres located along the frontage of SH 105, between Buffalo Springs Drive and CB Stewart Drive. (Dev. No. 2415).
- [10.](#) Consideration and Possible Action regarding authorizing the City Engineer to begin design of the Lawson and Simonton Waterline Loop project (the “Project”) subject to receipt of deposit from Superior Properties of Texas, LLC.
- [11.](#) Consideration and Possible Action on the Montgomery Bend Section 3 WSD&P Plans (Dev. No. 2203).
- [12.](#) Consideration and Possible Action on the Montgomery Bend Section 4 WSD&P Plans (Dev. No. 2203).
- [13.](#) Consideration and Possible Action on the Acceptance of the Public Infrastructure within Briarley Phase 1A Section 1 and authorize the City Administrator to sign the Certificate of Acceptance (Dev. No. 2006).
- [14.](#) Consideration and Possible Action on the Acceptance of the Public Infrastructure within Briarley Phase 1A Section 2 and authorize the City Administrator to sign the Certificate of Acceptance (Dev. No. 2006).
- [15.](#) Consideration and Possible Action on the Acceptance of the Public Infrastructure within Briarley Phase 1A Section 3 and authorize the City Administrator to sign the Certificate of Acceptance (Dev. No. 2006).
- [16.](#) Consideration and possible action on a First Amendment to Wastewater Pump and Haul Services Agreement between the City of Montgomery, Texas, and JDS Old Plantersville Road LLC, and to authorize the City Administrator to sign the agreement.
- [17.](#) Consideration and possible action regarding entering into an interlocal agreement with Montgomery County for a temporary traffic signal at Lone Star Parkway and Lone Star Bend.
- [18.](#) Consideration and possible action on a Resolution of the City of Montgomery, Texas, adopting the Nationwide Deferred Compensation Plan; and Further providing for effective date, severability, and finding and determining that the meeting at which this resolution is adopted was open to the public, that the public notice of time, place, and the subject matter of the public business to be considered was posted as required by law.
- [19.](#) Discussion on H.B. 1522 Open Meetings Notice and the impact on agenda processing.
- [20.](#) Consideration and Possible Action the Escrow Agreement by and between the City of Montgomery and the Developer (“Mavis Southeast LLC”) and authorizing the Mayor to sign.

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

EXECUTIVE SESSION

21. Closed Session

City Council will meet in Closed Session pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in:

A. Section 551.072 Deliberations about Real Property regarding 213 Prairie Street and a potential lease agreement.

22. Open Session

City Council will reconvene in Open Session at which time action on the matter(s) discussed in Closed Session may be considered.

A. Section 551.072 Deliberations about Real Property regarding 213 Prairie Street and a potential lease agreement.

CLOSING AGENDA

23. Items to consider for placement on future agendas.

24. Adjourn.

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

I, Ruby Beaven, certify that this notice of meeting was posted on the website and bulletin board at City Hall of the City of Montgomery, Texas, a place convenient and readily accessible to the general public at all times. This notice was posted at said locations on the following date and time: **July 03, 2025 by 05:00 PM**, and remained so posted continuously for at least 72 hours 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: 07/08/2025	Budgeted Amount: NONE
Department: Administration	Prepared By: Corinne Tilley

Subject

Presentation and discussion of a proposal by the Communications Tower Group I, LLC (CTGI) for the installation of a cell tower on City owned property with a potential land lease agreement.

Discussion

The City Council will hear a presentation by CTGI representative, Brandt Dozier, regarding the proposal to install a cellular communications tower on City owned property.

Recommendation

For discussion only.

Approved By

City Secretary & Director of Administrative Services	Ruby Beaven	Date: 07/02/2025
City Administrator	Brent Walker	Date: 07/02/2025



Communications Tower Group I, LLC (CTGI)

This Agreement Communications Tower Group I, LLC (CTGI) lease of land space located at Property ID 34508, Montgomery, Texas. The terms of the Agreement are as follows:

Agreement:	Land Lease Agreement
Lessor:	City of Montgomery("Lessor")
CTG Entity:	Communications Tower Group I, LLC d/b/a CTGI
Initial Rent:	\$13,200.00 per year, to be paid in equal monthly Installments of \$1,100.00 or paid as lump sum \$13,200.00 each year.
Rent Escalation:	2.0% /Term
Initial Term:	5 years
Renewal Terms:	9 additional, automatic 5 year terms
Commencement Date:	The initial term of the Agreement shall commence based upon the date CTGI Receives the COO. In the event the



Of the Agreement, whichever is applicable, falls between the 1st and the 15th of the month, the Agreement shall Commence on the 1st of that month and if such date falls Between 16th and 31st of the month, then the Agreement Shall commence on the 1st day of the following month (either, the Commencement Date”).

Land Space: 10,000 square feet which CTGI will install a 195’ monopole.

Access/Utility 30’ non-exclusive access and utility easement.

Easement:

Owner’s Complete City of Montgomery
Name (As Appears
On Deed):

Owner Complete City of Montgomery
Mailing Address (For 101 Old Plantersville Rd.
Fed Ex): Montgomery, TX 77316-4416

Owner Phone #: TBD

Owner Email Address: TBD



Street: 101 Old Montgomery

City: Montgomery

Township: N/A

State: Texas

Zip: 77316-4416

Legal Description: A0031 Rigsby Ben J, Tract 42-A, Acres 8.400

Tax Parcel #s: 34508

Onerous Access Requirements: CTGI & Lessee's shall have unrestricted access to the Premises 7 days a week and 24 hours a day.



(space above for Recorder's use only)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Communications Tower Group I LLC
Ballantyne One
15720 Brixham Hill Avenue
Suite 300
Charlotte, North Carolina 28277
Site ID: _____

MEMORANDUM OF GROUND LEASE AGREEMENT

THIS MEMORANDUM OF GROUND LEASE AGREEMENT ("**Memorandum**"), is made and entered into on this _____ day of _____, 20__ by and between _____, a _____ ("**Landlord**") with an address of _____ and **COMMUNICATIONS TOWER GROUP I LLC**, a Delaware limited liability company ("**Tenant**"), with an address of Ballantyne One, 15720 Brixham Hill Avenue, Suite 300, Charlotte, North Carolina 28277, and evidences that certain Ground Lease Agreement ("**Agreement**") between Landlord and Tenant dated as of _____, 20__ ("**Agreement Effective Date**"), which Agreement contains, among other things, the following terms:

1. **Description of Property.** Landlord is the fee owner of that certain land and property commonly known as _____ in the County of _____, State of _____, as more specifically described on **Exhibit A** hereto (the "**Property**"); and
2. **Description of Premises.** Pursuant to the Agreement, the Landlord leased to Tenant a portion of the Property set forth and described on the attached **Exhibit B** (the "**Premises**"), together with the non-exclusive right of ingress, egress, regress, access and parking over, across, under and through the Property to an open and improved public right of way, and the installation, operation, repair, replacement and removal of above and below ground lines, cables, conduit, pipes, poles, electrical, telephone and fiberoptic equipment, installations and appurtenances, all as more particularly set forth in the Agreement.
3. **Term.** The Agreement is effective, valid and binding as of the Agreement Effective Date. The initial term of the Agreement is five (5) years, commencing on the first day of the month following the completion by Tenant of construction of the Telecommunications Facilities (as defined in the Agreement) (the "**Commencement Date**").
4. **Renewal Terms.** The Agreement will automatically renew for nine (9) successive terms of five (5) years each (each a "**Renewal Term**"), unless the Agreement is terminated by Tenant in accordance with the terms of the Agreement.
5. **Subletting; Licensing.** Tenant has the right to sublet or license all or any portion of the Premises or permit any portion of the Premises or easements and rights of way granted to Tenant pursuant to the



Agreement to be occupied or used by any other party or multiple parties, including subtenants, licensees or customers (including agents, contractors and subcontractors thereof) in connection with the provision of wireless communications services.

6. **Right of First Refusal; Rental Stream Offer.** From and after the Effective Date, the Agreement grants to Tenant a right of first refusal in connection with any and all requests, proposals or offers from any third party to acquire, lease or obtain an easement (or other right of way) under all or any portion of the Premises, all as more particularly set forth in the Agreement. Further, from and after the Effective Date, the Agreement grants to Tenant a right of first refusal and the right to acquire the rental stream associated with the Agreement in connection with any request, offer, proposal, agreement, promise or related right or document seeking an assignment or transfer of rent payments associated with the Agreement, all in accordance with the terms of the Agreement. A full and complete copy of the provisions referenced herein is on file with the Tenant.

7. **Ratification of Agreement.** By this Memorandum, the parties intend to record a reference to the Agreement and do hereby ratify, confirm, restate and reconfirm all of the terms and conditions of the Agreement and declare that the Property and the Premises are subject to all of the applicable provisions of the Agreement. In the event of a conflict between this Memorandum and the Agreement, the Agreement shall control.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW**



IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date first above written.

LANDLORD: _____
a _____

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

STATE OF _____
COUNTY OF _____

On the ____ day of _____, 20____, before me, the undersigned Notary Public, duly commissioned and qualified, personally appeared in the State and County aforesaid the above named _____, who declared that he/she/they knew the contents of the foregoing instrument, and acknowledged it to be his/her/their voluntary act and deed, in their name and in the capacity set forth above. Such person is:

- ☐ personally known to me or;
☐ has produced _____ as identification.

Official Signature of Notary: _____

Notary's printed or typed name: _____

My Commission Number: _____

My Commission Expiration Date: _____

OFFICIAL SEAL

CTGI Site Number:
CTGI Site Name:

Page 3 of 6
Memorandum of Ground Lease Agreement v6 2025



TENANT: COMMUNICATIONS TOWER
GROUP I LLC, a Delaware limited liability
company

By: _____
Name: Ricardo Loor
Its: Chief Executive Officer

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the ____ day of _____, 20__, before me, the undersigned Notary
Public, duly commissioned and qualified, this day personally appeared in the State and County aforesaid
the above-named Ricardo Loor, who declared that he knew the contents of the foregoing instrument, and
acknowledged it to be his voluntary act and deed, for and on behalf of the company. Such person is:
☒ personally known to me or;
☐ has produced _____ as identification.

Official Signature of Notary: _____
Notary's printed or typed name: _____
My Commission Number: _____
My Commission Expiration Date: _____

OFFICIAL SEAL



EXHIBIT A TO MEMORANDUM OF GROUND LEASE AGREEMENT
LEGAL DESCRIPTION OF REAL PROPERTY

Legal description of the Property may be provided on new Exhibit A. Initials by Landlord and Tenant at the bottom of the new Exhibit A will constitute approval.

Inserted after title is reviewed and completed.



EXHIBIT B TO MEMORANDUM OF GROUND LEASE AGREEMENT
DESCRIPTION OF PREMISES

Legal description of the Premises and Easements may be provided on a new Exhibit B. Initials by Landlord and Tenant at the bottom of the new Exhibit B will constitute approval thereof.

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

Inserted after location is agreed upon by both parties.

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawing of the Premises.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

CTGI Site Number:
CTGI Site Name:

Page 6 of 6
Memorandum of Ground Lease Agreement v6 2025



(space above for Recorder's use only)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
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Ballantyne One
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LANDLORD: _____
a _____

By: _____

Name: _____
Its: _____

By: _____

Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

On the ____ day of _____, 20__, before me, the undersigned Notary Public, duly commissioned and qualified, personally appeared in the State and County aforesaid the above named _____, who declared that he/she/they knew the contents of the foregoing instrument, and acknowledged it to be his/her/their voluntary act and deed, in their name and in the capacity set forth above. Such person is:

- ☐ personally known to me or;
- ☐ has produced _____ as identification.

Official Signature of Notary: _____

Notary's printed or typed name: _____

My Commission Number: _____

My Commission Expiration Date: _____

OFFICIAL SEAL



TENANT: COMMUNICATIONS TOWER
GROUP I LLC, a Delaware limited liability
company

By: _____
Name: Ricardo Loor
Its: Chief Executive Officer

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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Public, duly commissioned and qualified, this day personally appeared in the State and County aforesaid
the above-named Ricardo Loor, who declared that he knew the contents of the foregoing instrument, and
acknowledged it to be his voluntary act and deed, for and on behalf of the company. Such person is:

☒ personally known to me or;
☐ has produced _____ as identification.

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Inserted after title is reviewed and completed.



EXHIBIT B TO MEMORANDUM OF GROUND LEASE AGREEMENT
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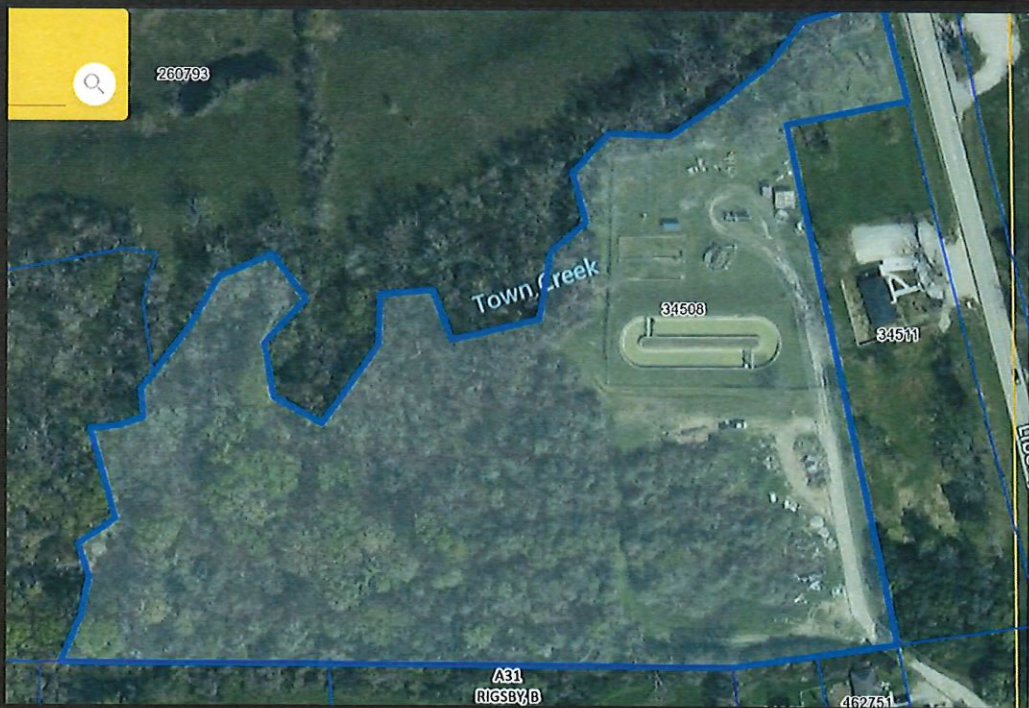
Inserted after location is agreed upon by both parties.

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawing of the Premises.
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3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

CTGI Site Number:
CTGI Site Name:

Page 6 of 6
Memorandum of Ground Lease Agreement v6 2025



PROPERTY INFORMATION

Prop ID	Geo ID
34508	0031-01-04215
Situs Address	
Legal Description	
A0031 RIGSBY BEN J, TRACT 42-A, ACRES 8.400	
Taxing Units	
CAD,CMO,F02,GMO,HM1,SMO	
Market Area	Legal Acreage
1102.C	8.4000
Abstract/Subdv Code	
A0031	Block

OWNER INFORMATION

Owner Name & Mailing Address

CITY OF MONTGOMERY (130444)
101 OLD PLANTERSVILLE RD
MONTGOMERY TX 77316-4416



Montgomery City Council

AGENDA REPORT

Meeting Date: July 08, 2025	Budgeted Amount: N/A
Department: Administration	Prepared By: Ruby Beaven

Subject
Consideration and possible action on the City Council Regular Meeting Minutes of May 13, 2025.

Recommendation
Staff recommends approval of meeting minutes, as presented.

Discussion
<p>Please see the accompanying minutes:</p> <p>City Council Regular Meeting Minutes of May 13, 2025</p>

Approved By		
City Administrator	Brent Walker	Date: 06/23/2025



**City Council
Regular Meeting Minutes
May 13, 2025**

OPENING AGENDA

1. Call Meeting to Order.

The City Council Regular Meeting of the City of Montgomery was called to order by Mayor Countryman at 6:00 p.m. on May 13, 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
	Council Member Place 1	Carol Langley
	Council Member Place 3	Tom Czulewicz
	Mayor Pro-Tem, Place 4	Cheryl Fox
	Council Member Place 5	Stan Donaldson

Absent:	Council Member Place 2	Casey Olson
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2. Invocation.

Council Member Donaldson gave the invocation.

3. Pledges of Allegiance.

Mayor Countryman led the pledges of allegiance.

Council Member Fox arrived to the meeting at 6:04 p.m.

PUBLIC FORUM

Mr. Dave Clemens said I was invited by the Mayor and she helped me present a book to your officers from one of our sponsors. I run a non-profit called Raising a Hand. We try to raise money and awareness for a rare disorder called Rett syndrome that took the life of Clint Black's niece. For the last 20 years, we have been doing everything we can do to raise money and awareness for this disorder. I am a resident of Montgomery County, not of the City. We did golf tournaments, we did concerts, and then we decided that maybe we would have better luck if we expanded nationwide, so we put together this coffee table book. I am a freelancer photographer and I have taken a lot of pictures of people like Willie Nelson, Paul McCartney, Ringo Star, George Strait. We did a book

called Raising a Hand because where I grew up if you were raising a hand, you were raising a hand to help somebody. We did a first book and sold about 10,000 copies. We did a second book and sold almost 4,000 copies, but we decided that things are better than free, so we did a third book and that is the one I am holding here. We had some sponsors that said I already have a book, but I would like to pay it forward to the people that we would like to thank collectively, including the military hospitals, libraries, first responders, police, and Rett families that are brand new. Chief Solomon, I presented to each of your officers a copy of line three of Raising a Hand. I have a copy for you, and I have a copy for the other officers that are on duty tonight. The Mayor helped us arrange that and thank you Mayor for doing that. I am not interested in anything public related to this. This is all a passionate endeavor for me that is not self-centered. Mayor Countryman thanked Mr. Clemens.

Mayor Countryman stated she would like to acknowledge Council Member Fox's birthday today. We will be having cake and refreshments afterwards if you would please stay as we would love to share that with you.

Mayor Countryman said because this is our first meeting of May, the first week of this month is Municipal Clerks Week. We would like to acknowledge our municipal clerks and thank them. Thank you for all of your work in making Montgomery great. I think we are really on a positive and strong path and we want to make sure we keep it that way, and it is due to all the people that work for the City, so thank you for that.

CONSENT AGENDA

City Secretary Beaven said she needs to make an amendment to item #4.

4. Consideration and possible action on the City Council Regular Meeting Minutes of March 25, 2025.

City Secretary Beaven said there is a correction for item #12. I have it listed as Ordinance 2025-09 and the correction is Ordinance 2025-07.

Motion: Council Member Fox made a motion to approve item #4 with the amendment of item #12 on those meeting minutes to change the ordinance that states 2025-09. The change would be Ordinance 2025-07. Council Member Donaldson seconded the motion. Motion carried with all present voting in favor.

5. Consideration and possible action on the City Council Special Meeting Minutes of April 07, 2025.

Motion: Council Member Langley made a motion to approve the Consent Agenda, item #5. Council Member Donaldson seconded the motion. Motion carried with all present voting in favor.

PRESENTATION

6. Presentation of Certificate of Election to newly-elected officials for City Council Place 1, Place 3 and Place 5.

Mayor Countryman stated Miss Carol Langley was unopposed and hereby elected to Council Member Place 1. Congratulations on your reappoint. Mr. Ray Stanley Donaldson was unopposed and hereby elected to Council Member Place 5. Congratulations. Mr. Tom Czulewicz was unopposed and hereby elected to Council Member Place 3. Congratulations.

7. Administration of Statement of Officer and Oath of Office to newly elected officials for City Council Place 1, Place 3 and Place 5.

Mayor Countryman officiated the swearing in of the newly elected officials for City Council Place 1, Place 3 and Place 5.

8. Proclamation by Mayor Sara Countryman designating the week of May 18-24, 2025, as “National Public Works Week”.

Mayor Countryman proclaimed and presented the proclamation National Public Works Week of May 18-24, 2025 to Public Works Director Mike Muckleroy.

REGULAR AGENDA

9. Consideration and possible action regarding the appointment of Mayor Pro-Tem.

Motion: Council Member Donaldson made a motion to appoint Council Member Fox as Mayor Pro-Tem. Council Member Czulewicz seconded the motion. Motion carried with all present voting in favor.

10. Consideration and possible action on a resolution calling for a public hearing, for May 27, 2025, at 6:00 p.m., on an application by TriPointe Homes to grant an exception to place a manufactured home outside a manufactured home park for the establishment of voter residency by residential occupancy in a temporary manufactured home within the proposed MUD 255 for TriPointe Homes.

Code Enforcement Officer and Planning/Zoning Administrator Tilley said this is to call for the required public hearing in order to have a mobile home, even though it is temporary outside of a mobile home park. Mayor Countryman said this is a standard procedure reminder, correct? Code Enforcement Officer and Planning/Zoning Administrator Tilley said it is according to the ordinance because even though it is temporary, it is outside of the mobile home park and people will actually reside in this mobile home. Mayor Countryman asked for no longer than six months or a year? What does the ordinance say? Code Enforcement Officer and Planning/Zoning Administrator Tilley said that is

temporary. City Attorney Petrov said the ordinance does not have a timeline. You can set the timeline and normally you would set it for no longer than a year. City Engineer Katherine Vue, WGA said to help clarify, this is the temporary trailer for Tri-Pointe Homes. This is part of the beginning process of their MUD creation. They have to have a resident living within the boundary of the district, so this is the temporary residence for what will be their voters. This is included in their development agreement they recently amended, to where the mobile home can stay on site for no longer than 12 months after the day that it is placed on site. Council Member Langley asked can you remind me where this is located? City Engineer Vu said this is the property not directly across the street, but between Midsouth and Napa. It goes from SH-105 all the way up to Lone Star Parkway.

Motion: Council Member Czulewicz made a motion to approve Resolution 2025-11 to call for a public hearing for May 27, 2025, at 6:00 p.m., at City Hall. Mayor Pro-Tem Fox seconded the motion. Motion carried with all present voting in favor.

11. Consideration and possible action on a resolution calling for a public hearing, for June 10, 2025, at 6:00 p.m., on an application to grant a Special Use Permit to K. Hovnanian of Houston II, LLC for a proposed temporary construction/sales trailer on a vacant residential lot at 235 South Rose Marie Lane, Montgomery, Texas.

Code Enforcement Officer and Planning/Zoning Administrator Tilley said this is a to call a public hearing required for a special use permit. The difference between this trailer and the trailer we had just talked about before this is, this is a special use permit because they are not residing in this trailer. It will be a construction trailer or an office-like use that will be located in a residentially zoned lot. It is temporary, possibly for a year. Planning and Zoning Commission had set an expiration date 12 months after the installation at that location. This will be the call for a public hearing for the special use permit. Council Member Donaldson asked did they happen to mention why they are not using a home as a sales office? Code Enforcement Officer and Planning/Zoning Administrator Tilley said this will not be a sales office. It was going to be a sales office, but apparently the home is going to be built before the approval of this special use permit for a sales office. The model will be used as a sales office, but this will be used as a construction trailer for their contractors that are on site. Council Member Donaldson asked are they going to have to move a home as a construction trailer? It is just for construction correct? Code Enforcement Officer and Planning/Zoning Administrator Tilley said yes, just for construction. It was going to be used as a sales trailer also, but the model home will be built in time for the sales office to use the model home. City Engineer Katherine Vu, WGA said just to be abundantly clear, this is in Hills of Town Creek Section 5 and you might not recognize the road name because it is brand new, but it is in Hills 5. A trailer like this is not uncommon for new subdivisions as they are getting started. Council Member Donaldson asked if they do not have all their homes built out after a year, what is the situation then? Do they have to get a new permit? City Engineer said they would have two choices. They could either remove the trailer and

continue to build the homes just without the use of a construction trailer which could also be done. It is not ideal for the contractor and it does reduce their efficiency, or they could come back and ask for a renewal of the special use permit to finish off that contract time. Council Member Czulewicz asked would we have to have another public hearing in order to extend it? City Engineer Vu said to renew the special use permit, I believe is my understanding, yes, you have another public hearing. City Attorney Petrov said yes, you would. Council Member Langley asked if you send out notices to property owners within so many feet of this property? Code Enforcement Officer and Planning/Zoning Administrator Tilley said this is a publication in the Conroe Courier. Council Member Langley asked only? Code Enforcement Officer and Planning/Zoning Administrator Tilley said yes. Council Member Langley asked no letters go out to property owners? Code Enforcement Officer and Planning/Zoning Administrator Tilley said correct. The notification is the publication in the newspaper.

Motion: Mayor Pro-Tem Fox made a motion to approve Resolution 2025-12 to call for a public hearing for June 10, 2025, at 6:00 p.m., at City Hall. Council Member Czulewicz seconded the motion. Motion carried with all present voting in favor.

12. Consideration and possible action on a petition by Treaty Oak Developers, LLC for certain private property to be released from the City's Extraterritorial Jurisdiction.

Council Member Langley said I would like to know where it actually is. City Engineer Katherine Vu, WGA said it is on FM 149 south of the City. This is the property that if you remember if you drive down south on FM 149, it looks like they are going in with very small lots. We were informed they are within the City's ETJ and their intentions were not in line with city code. They are now requesting to be removed from the City's ETJ. This is very similar to other requests that you have had. The reasons may be different, but the request itself is similar to what you have done recently. I will defer to City Attorney Petrov on the recommended action to take in line with the recent attorney general.

Motion: Mayor Pro-Tem Fox made a motion to table item #12.

Discussion: City Attorney Petrov recommended to take no action. According to the law, it becomes effective automatically 30 days after.

Amended Motion: Mayor Pro-Tem Fox amended a motion to take no action on item #12. Council Member Czulewicz seconded the motion.

Discussion: Mayor Countryman said there has already been a movement of dirt and there is a waterway you can see from FM 149 that has been tampered/moved, a lot of activity in there. If we remove it from the ETJ, does that hurt our ETJ to the north of it? City Attorney Petrov said it does not change the rest of your ETJ. Mayor Countryman asked will the water flow affect it? I guess taking no action means no action, however, there has been a lot of

movement over there and a lot of dirt turning. City Attorney Petrov said if this affects the flow of water beyond the property either way coming this way or that way, then that is separately a violation of certain water code provisions that prohibit your changing the natural course of water. Mayor Countryman said I just wanted that on the record thank you.

Motion carried with all present voting in favor.

13. Consideration and possible action on a petition by Steven Havens and Lisa Havens for certain private property to be released from the City's Extraterritorial Jurisdiction.

City Engineer Katherine Vu, WGA said very similar to item #12, this property is located along Spring Branch Road. This borders the southern boundary of Redbird Meadows. They are requesting to be removed from the City's ETJ as well. I believe the recommendation is the same action. City Attorney Petrov said it is the same recommendation.

Council Member Czulewicz asked do we have any idea what they are planning on doing that is outside of our ordinances? City Engineer Vu said they are planning on doing small lot, single family developments. They had approached the City for a pre-development meeting. I believe knowing what the City's process would be, they are facing the choice of annexation or removal from the ETJ. They are choosing to be removed from the City's ETJ.

Motion: Council Member Donaldson made a motion to take no action. Mayor Pro-Tem Olson seconded the motion. Motion carried with all present voting in favor.

Discussion: Mayor Countryman asked is that one of the 40-foot lots? City Engineer Vu said yes.

14. Consideration and Possible Action on the Legacy Grove Section 1 WSD&P Plans (Dev. No. 2409).

City Engineer Katherine Vu, WGA said what is in front of you tonight are the final plans ready for approval for section one of Legacy Grove. This subdivision was previously known as Heritage Grove. This is the truck point property that we just discussed for the voter trailer. Again, it is between MidSouth and Napa and it goes from SH-105 up to Lone Star Parkway. Section one is starting on Lone Star Parkway and coming south and then section two will come from SH-105 so they are starting from the north side. We have reviewed these plans and they are in line with your ordinance and the terms of their development agreement. They did not receive any separate variances for this project, so they are in line with all of the applicable ordinances. One thing to note on here is that their drainage, their detention pond specifically, will be maintained privately, so that will not become property of the City. The storm sewer, the water, the sanitary, and the paving will ultimately be accepted by the City after construction is complete. Mayor Countryman said that detention pond is budding up against the Parkside Capital. Do they have two over there

on that west side as well? City Engineer Vu said they do. This property shares that other property line with Parkside Capital. Legacy Grove is putting their detention pond on the east side along the creek, kind of in line with the creek, taking up the area that is in the flood plain over there. On the other side of the property line is Parkside Capital. Mayor Countryman said as Google map looks, it will have three different detentions. One by this development, two by the other development. Is that correct? City Engineer Vu said yes.

Motion: Council Member Donaldson made a motion to accept the Legacy Grove Section 1 WSD&P Plans (Dev. No. 2409) as presented. Mayor Pro-Tem Fox seconded the motion. Motion carried with all present voting in favor.

15. Consideration and Possible Action on ending releasing the maintenance bond on the Buffalo Springs Signal Improvements project.

City Engineer Katherin Vu, WGA said this item is in front of you a little bit earlier than you may have originally expected. This is to end the maintenance period and release the maintenance bond held for the signal at SH-105 and Buffalo Springs. If you remember, this project was recently completed with the Home Depot development. We have been holding a maintenance bond with the contractor Traf-Tex which is standard procedure on all of your projects. The difference with this project is that the signal was taken over in its entirety ownership and maintenance by TxDOT and we have been informed by TxDOT that they do not plan on calling the bond on our contractor Traf-Tex. They do not need that maintenance bond. They do not need the warranty period, they are not interested in it at all, so we are bringing this to you to return the maintenance bond to Traf-Tex and end the one-year warranty period that is held between the City and Traf-Tex itself. There is no disadvantage to necessarily maintaining this, but there is no advantage to maintain either. This does give Traf-Tex a little bit of bonding capacity back so that they can go and do other projects. We have no need for the bond anymore.

Motion: Council Member Donaldson made a motion to accept ending releasing the maintenance bond on the Buffalo Springs signal improvements project. Council Member Langley seconded the motion. Motion carried with all present voting in favor.

16. Consideration and Possible Action on the Briarley PH 1B WSD&P Plans (Dev. No. 2006).

City Engineer Katherine Vu, WGA said very similar to the previous item that you had, this is a plan approval in front of you. This is the second phase of Briarley, formerly known as Red Bird Meadows. This covers sections four, five, and six of their development. Phase 1A captured sections one, two, and three. Construction of phase 1A is just about complete. We will be having our final walk soon, but this is the next three sections in front of you for approval. We have reviewed these plans in accordance with the terms of their development agreement. Some of those did include variances for lot width, some building lines, and side

yard setback variances that were granted. What is in front of you is in accordance with our development agreement and we do recommend approval. One thing that I do want to point out that was not explicitly mentioned in our letter, but just to make sure that we are all on the same page, part of that development agreement was allowing very short, select areas of 24-foot width pavement. Part of that is identified in this plan set on Houndstone Hollow and Setter Trail and only on a very small portion of Houndstone Hollow, not the entire width of the road. Just to point out that you all are aware that that is in here, but the rest of it is 28 pavement width. Mayor Countryman asked why does it go down to 24 there? City Engineer Vu said the developer had requested that for really the back end of all of their small streets. They start a very small number of homes and they had requested to go down to 24. At the time of the request, they had provided an exhibit of the places that they knew so far and where the 24-foot portions would be. That was presented as well. This is in line with that exhibit that they provided, so we have no objections to the plans as they sit in front of you. Council Member Czulewicz said it does constrain emergency vehicle access though. City Engineer Vu said that was something that was discussed when the variance was brought up. I think if I remember correctly, the consensus was that the portion of it was small, but that concern did come up. Council Member Czulewicz asked is it not small and then there are houses beyond it? City Engineer Vu said there are no houses beyond it. This is at the end of the street. Houndstone Hollow itself is a loop and coming from the point of entry, it goes around. The 24-foot is only at the back of that loop. It is 28 all the way around to a very small neck of 24-feet. Council Member Czulewicz asked is that loop a through loop? City Engineer Vu said it is through all the way around, so it is 28 this way, 28 the other way, and then 24. Council Member Czulewicz said it does constrain emergency vehicle access. Council Member Donaldson said it is a loop. The emergency vehicle can come either direction. It is like a steering wheel. Mayor Countryman said it is on page 125. City Engineer Vu said the plans that are in front of you may have some residual comments still shown on them. There should have been a clean copy emailed out to all of you today. All the plans and all the comments that are included in your packet have since been addressed. Mayor Pro-Tem Fox said to me, it is really just a cul-de-sac right? City Engineer Vu said yes. Setter Trail is a cul-de-sac. It has an island in it and then Houndstone Hollow is part of the loop. Council Member Donaldson asked is this going to complete their plans for all the property that they purchased? City Engineer Vu said this does not include their plans. Council Member Donaldson said because there was some section that they did not purchase that they have an option to buy because this is not the whole development. City Engineer Vu said I do not believe they will be purchasing more property. They purchased the entire 383 acres all at once, but this is just the next phase of the development so that they will have a phase 1A, phase 1B, section seven, so they switch from phases to sections after this because remember, phase 1B is sections four, five, and six. That is how they chose to group it, so then we will have a section seven, eight, and

nine, and then we will be done. Mayor Countryman asked was this already approved on the development agreement? City Engineer Vu said it was.

Motion: Council Member Donaldson made a motion to approve the Briarley PH 1B WSD&P Plans Dev. No. 2006. Mayor Pro-Tem Fox seconded the motion. Motion carried with 4-Ayes and 1-Nay vote by Council Member Czulewicz.

COUNCIL INQUIRY

Council Member Czulewicz said I would like to announce that I am officially resigning from the Planning & Zoning Commission. I do not think it is appropriate to vote on something in Planning & Zoning and then come here and vote on it again.

City Secretary Beaven said you have asked for me to post a workshop for next week and there was going to be three council members out. I will not be able to have a quorum for that meeting. Would you like to consider another date or discuss it at the next Council meeting? Mayor Countryman said it would be better if you send out an email so they can look at their schedule because I do not want to settle on another date and then it gets changed. City Secretary Beaven said I will send them out individually. Mayor Countryman said perfect. I think that would probably be the quickest way to get a response than us trying to figure it out tonight. It might make sense to have it on Monday night.

Mayor Countryman said we had the Antiques Festival since last time we have been together and it was extremely successful with the City. A lot of new faces, a lot of new people coming in, and great feedback. Good job to MEDC for approving Kambra Drummond to do that. Everybody wants to come back, so it is going to get bigger, and better every year.

Mayor Countryman said I do not know if this is for council inquiry or for future agendas, but Mike, for Memory Park I would like to talk about funds and funding mechanisms and help financially with them. If we can get together even after this meeting or tomorrow and talk about that. I think that is going to be more of an MEDC led initiative.

Mayor Countryman said I do not know if you all are aware, but on FM 1097 I was doing some research where Summit Business Park is across from the Shell station. That business park ends. There is some property there that has kind of got a panhandle and then it goes up, and right outside of that Taylor Morrison who is a developer here in the City on Lone Star Parkway, has purchased land from FM 1097 that wraps around or is going to wrap around the north side of the ballpark, so another neighborhood coming this way. I have not seen anything. I did hear that there was a MUD beginning. They probably will not need our help, but just in the event that they come, I thought that was interesting. So again, to our conversation today with TxDOT, lots of traffic coming on that little road that we did not have a whole lot of help with, that hopefully there will be some mitigation coming.

Mayor Countryman said Mr. Bill Cassidy, a resident here had written me again about the width of the roads. In Montgomery County, it is at least 28-feet in the Montgomery County ordinance. Our city ordinance is 28-feet. I do know that our roads have been the emergency services. Chief Solomon, I do not know if you did, but in other development agreements we did have emergency services sign off on the development agreements and I think that is you and Chief Edwards over at ESD so with that, is that to assume that emergency vehicles can make it on that road or should we consider making it larger? He did include a photo for our visual. Chief Solomon said 28 is good. A lot of times they started asking for variance to make them smaller, but 28 is fine. Mayor Countryman asked with cars parked on the side, you are confident that is okay? Chief Solomon said yes.

Council Member Langley asked how do we keep up with Airbnb's? Mayor Countryman said they have to come and get a permit and apply right Ms. Tilley? I know that there was one that just asked me. Code Enforcement Officer and Planning/Zoning Administrator Tilley said there is no actual permit. We have the requirement that they register through our tax collection through local gov so we can collect the hot taxes. Council Member Langley asked if I am a bed and breakfast and I call it that, we have an ordinance that tells you what you can and cannot do for the bed and breakfast, but if I am just short-term renting a room, I do not have to do anything? Code Enforcement Officer and Planning/Zoning Administrator Tilley said it is short-term renting a single family dwelling. Council Member Langley said we do the whole thing, not just the room out of it. Code Enforcement Officer and Planning/Zoning Administrator Tilley said right. I do not know if we are tracking just a single room. We would have to go through a certificate of occupancy on a single room, especially if they lock that door of that single room. There is a lot of things that we would have to look at. Sometimes those single room rentals can apply under that bed and breakfast rule because a single room rental, the homeowner, is usually living there and they are renting out the single room which would seem like, or operate like a bed and breakfast. For a single room, and they are not renting the whole house, I do not know how we are tracking that other than we go online and start checking on single rentals, but it does affect their certificate of occupancy. Mayor Countryman said I thought at one point, Rick, did we not pass an ordinance for short-term rentals? Was that more an Airbnb line, but I know we had talked about Airbnb's at one point and I do not know if it is before you were here. I am thinking it might have been. Code Enforcement Officer and Planning/Zoning Administrator Tilley said I know right now I give them a statement that states here is my address, this is what I am going to do at this home, I am going to continue to operate it as a single family dwelling. I give them the ordinance regarding our noise regulations. I give them the ordinance regarding rubbish and debris, keep maintaining the property, the parking requirements of a single family dwelling so that it stays as a single family dwelling. It is not to be rented for events because of course that requires a different type of occupancy when it comes to just events. I do have them looking at a specific list of here are the requirements and then added at the bottom is the requirement to register for the hot taxes

and that is how we would regulate it. Mayor Countryman said so when they do that, we do not capture any of those taxes, or is it to say too that those taxes are not being paid? Code Enforcement Officer and Planning/Zoning Administrator Tilley said we are capturing those taxes as long as I am able to hand them that document that states here is the registration information for capturing that, but I guess if they do not register, then we do not capture, but there is a requirement with the state where the Airbnb's, the big organizations, they have not come yet in the requirement in order to be with those big organizations to check with the state. Finance Director Maryann Carl said right, so that is kind of our fail safe in this particular instance. When a homeowner or short-term rental provider registers with a service like Airbnb or BBRO, those platforms are set up such that in the state of Texas, they have to collect and remit state taxes. They do not always know of every individual taxing entity, so that is something that is on our radar to let those short-term rental providers know that, but we do pull on a regular basis. Actually Miss Tilly and I just pulled about two weeks ago the information from the state comptroller that shows us all of the entities that have remitted hot tax to the state in the last couple of months and the last first quarter of 2025 to see if there is anything in our jurisdiction. We do not have anything extra in our jurisdiction that we should be collecting on, so that is kind of like I say, our fail safe. If they are registered with one of those rental entities, they are required and do submit that state tax and so they show up in that report and that is how we would find them. That is how we would find them on the back side. Now, if it is something you know of, different story. Remember though, short-term rental is anything less than 30 days. If it is 30 consecutive days or more, it falls outside of short-term rental. Mayor Pro-Tem Fox said say hypothetically that they just at random advertised it on Facebook. There is no way that you can track that is there? Finance Director Carl said there is not because they are not with a reputable rental. Mayor Pro-Tem Fox asked are you aware that we have some here in town like that? Finance Director Carl said I am not. Mayor Countryman asked should we get you addresses? I am looking at one right here on Vrbo that is just a couple blocks away. Finance Director Carl said yes. Mayor Countryman said but on Vrbo it should be going through the states and we should be collecting correct? Finance Director Carl said please, send us that information. Mayor Countryman said Facebook is different too, so is it hard to capture? Finance Director Carl said yes, I think on the Facebook side we might be looking at something that falls under Miss Tilly as far as the use of the property, but anything that you come across that you are aware of, send our way and we will do some extra digging and see where things are at.

Council Member Langley asked Code Enforcement Officer and Planning/Zoning Administrator Tilley on parking, do you remember for a single family resident how many parking places I am allowed to have? Code Enforcement Officer and Planning/Zoning Administrator Tilley said two. Council Member Langley asked what if there are 10 vehicles? Code Enforcement Officer and Planning/Zoning Administrator Tilley said we just have to be careful with that because as a single family owner, you have to be able to

treat it as a single family residence. So, if you have your family from out of town who happens to be visiting and they are staying over, you are going to have a few more vehicles. I cannot tell them that they are not their family that is staying over for a short time, so all I can go with is if they tell me that this is family that is staying for a short time, then that is the way that I have to take it. Council Member Langley said they are in the street so you can call the police department. Code Enforcement Officer and Planning/Zoning Administrator Tilley said they can park in the street. If it is unsafe, if there is a sign that says no parking on this side of the street, or something like that, but otherwise, the street is public right-of-way. I guess you can call the police to have it investigated to have them take a look at it. There could be a violation for obstructing a right-of-way if they are unable to get by.

Mayor Countryman said there is a new coffee shop to be opening down here on Heritage 2. Have they put in their permits? Rick, have you gone to do your CO? Building Inspector Rick Hanna asked where is it? Mayor Countryman said between Bride and Bloom and The Highland Pine Company. Code Enforcement Officer and Planning/Zoning Administrator Tilley said I will check on that. Mayor Countryman said I was asked to ask about that thanks. My understanding is they have been waiting a year from the City to get permits and that does not sound right to me. Council Member Donaldson said I thought the gift shop was opening the coffee shop. Mayor Countryman said right, but those are two different entities and so there would still need to be a permit or a CO from Building Inspector Hanna. Building Inspector Hanna said that is correct. The coffee shop next door, a different entity, would still need to get a CO.

EXECUTIVE SESSION

17. Closed Session

City Council will meet in Closed Session pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in:

- A. Section 551.074 Personnel Matters for the purpose of discussion and deliberations regarding the appointment, employment, evaluation and duties of a City Administrator.**
- B. Section 551.072 Deliberations about Real Property for potential sale of land.**

At 6:59 p.m. Mayor Countryman convened the Montgomery City Council into closed session pursuant to provision of Chapter 551 of the Texas Government Code, in accordance with the authority contained in Section 551.074 Personnel Matters for the purpose of discussion and deliberations regarding the appointment, employment,

evaluation and duties of a City Administrator and Section 551.072 Deliberations about Real Property for potential sale of land.

18. Open Session

City Council will reconvene in Open Session at which time action on the matter(s) discussed in Closed Session may be considered.

A. Section 551.074 Personnel Matters for the purpose of discussion and deliberations regarding the appointment, employment, evaluation and duties of a City Administrator.

B. Section 551.072 Deliberations about Real Property for potential sale of land.

At 8:05 p.m. Mayor Countryman reconvened the Montgomery City Council into an open session pursuant to provision of Chapter 551 of the Texas Government Code to take any action necessary related to the executive session noted herein, or regular agenda items, noted above, and/or related items.

Item A: Motion: Mayor Pro-Tem Fox made a motion to authorize Chief Solomon to make an offer from executive session tonight. Council Member Donaldson seconded the motion. Motion carried with all present voting in favor.

Item B: No action taken.

Discussion: City Secretary Beaven asked for clarification. Will this be for item A or B? Mayor Countryman said item A.

CLOSING AGENDA

19. Items to consider for placement on future agendas.

No items to consider for placement on future agendas.

20. Adjourn.

Motion: Council Member Langley made a motion to adjourn the Regular Meeting of the City of Montgomery at 8:07 p.m. Mayor Pro-Tem Fox seconded the motion. Motion carried with all present voting in favor.

APPROVED:

Sara Countryman, Mayor

ATTEST:

Ruby Beaven, City Secretary

DRAFT

Montgomery City Council

AGENDA REPORT

Meeting Date: July 08, 2025	Budgeted Amount: N/A
Department: Administration	Prepared By: Ruby Beaven

Subject
Consideration and possible action on the City Council Workshop Meeting Minutes of May 22, 2025.

Recommendation
Staff recommends approval of meeting minutes, as presented.

Discussion
<p>Please see the accompanying minutes:</p> <p>City Council Workshop Meeting Minutes of May 22, 2025</p>

Approved By		
City Administrator	Brent Walker	Date: 06/23/2025



**City of Montgomery
City Council
Workshop Meeting Minutes
May 22, 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 May 22, 2025, at City Hall 101 Old Plantersville Rd., Montgomery, TX and live video streaming.

With Council Members present a quorum was established.

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

Absent:	Council Member Place 2	Casey Olson
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2. Pledges of Allegiance.

Mayor Countryman led the Pledges of Allegiance.

PUBLIC FORUM

No public comments were received.

WORKSHOP AGENDA

Mayor Countryman announced that item 4 of the agenda was going to be discussed first then resume normal agenda order.

3. Discussion regarding FY2026 Annual Budget planning.

Maryann Carl, Finance Director, addressed the City Council and gave a high-level overview of the FY 2026 Annual Budget planning and the new ClearGov platform process being utilized. The upcoming FY 2026 budget planning process utilizes the innovative ClearGov platform, which facilitates an interactive, collaborative approach for department heads and finance staff to manage and review budget data efficiently. This platform allows for real-time updates, communication, attachment sharing, and historical tracking, streamlining the traditionally cumbersome process. It also integrates public-facing components, enabling transparency with notes and visuals for residents, and prepares the city for future budget awards. The system's modular design includes features for detailed line-item itemization,

scenario testing, and potential expansion into capital improvement projects, with an estimated annual cost of around \$18,000. The next budget workshop is scheduled for June 9th, where initial reviews and feedback will occur, marking a significant step forward in modernizing the city's financial planning.

4. Discussion and Presentation on City's CIP and Funding Options.

The workshop covered extensive discussions on city infrastructure needs, funding options, and growth projections, emphasizing the importance of phased development and strategic use of impact fees to manage costs and support projects like the water plant and wastewater expansion. Key takeaways include the significant projected costs for water infrastructure (\$24 million for the full water plant, with phased approaches to defer expenses), the potential to use impact fees to offset debt and reduce tax rate impacts, and the rapid growth and valuation increases within the city's jurisdiction. The city is exploring various financing methods, including bonds, impact fee adjustments, and low-interest loans, while also considering legislative impacts such as increased homestead exemptions that could influence revenue streams. The consensus underscores the need for careful planning, regular review of impact fee rates, and leveraging growth and development to sustain infrastructure investments without overburdening residents, all within an environment of substantial growth expectations and regulatory considerations.

Chris Roznovsky, WGA, addressed the City Council and discussed the following:

1) General Updates

a. Major Facility Improvements

i. Improvements to and construction of the facilities are required to meet the projected water and wastewater demands in the City.

1. WP No. 4

2. Town Creek WWTP (0.3MGD)

3. Additional capacity will be needed and not included in this CO analysis.

b. Existing Water and Sewer Revenue Supported CO

i. Original Loan Amount: \$3,500,000

ii. All funds to be expended with current projects.

c. Impact Fees

i. Current Balance: \$1,118,928.00

ii. Projected Balance Assuming No Money is Spent

1. End of 2025: \$3,337,684.00

2. End of 2026: \$5,416,288.00

3. End of 2027: \$6,264,549.00

d. Water and Sewer Rate Adjustments Rates

i. Proposed changes

ii. Additional CO that could be supported by rate changes

e. Tax Supported CO

i. Amount Required

ii. Tax Rate Required

f. Next Steps

Chris Roznovsky, WGA, discussed the Water and Sewer Rate Analysis Memo that was handed out as follows:

It is our understanding that the City wants to analyze and potentially change the current water and sanitary sewer rate structure for residential, commercial, multi-family, institutional, and irrigation. WGA has completed this analysis, and our findings are summarized below.

The data used to perform this analysis was taken directly from the City's Beacon Meter website and includes a 12-month span of data collection on current users within the City. The analysis conducted assumes no growth within the City and does not take into account the ongoing and upcoming developments within the City.

SINGLE FAMILY

There are currently 1,048 single family connections in the City, as of connections made to the City's system in December 2024. With the average single-family user consuming approximately 6,300 gallons per month this translates to a monthly bill of \$52.62 based on the current fee structure, as outlined below in Table 1. This would generate on average a monthly revenue of \$799,282.87 from single family user.

Table 1: Existing Water and Sanitary Sewer Rates Table

Water Rates		Sewer Rates	
0-2,000 gal	\$16.00	0-2,000 gal	\$12.50
2,000 - 4,000 gal	\$2.75	2,000 - 4,000 gal	\$2.75
4,000 - 6,000 gal	\$3.25	4,000 - 6,000 gal	\$3.25
6,000 - 8,000 gal	\$3.75	6,000 - 8,000 gal	\$3.75
8,000 - 10,000 gal	\$4.25	8,000 - 10,000 gal	\$4.25
10,000 - 15,000 gal	\$4.75	10,000 - 15,000 gal	\$4.75
15,000 - 20,000 gal	\$5.25	15,000 - 20,000 gal	\$5.25
20,000 gal +	\$5.50	20,000 gal +	\$5.50

****Note:** Water rates shown do include the \$1.65 Groundwater Reduction fee and \$0.07 Lonestar Groundwater Conservation District fee.

By increasing single family rates by an average of 20%, or \$10.45 per month on the average bill, the City could generate an additional \$17,438.20 per month. This would raise the average bill from \$52.62 to \$63.07. See Table 2 below for the proposed rates.

Table 2: Single Family Water and Sewer Rates Comparison Table

Water Rates				Sewer Rates			
	Ex. Rates	Prop. Rates	% Chg.		Ex. Rates	Prop. Rates	% Chg.
0-2,000 gal	\$ 16.00	\$20.00	20.0%	0-2,000 gal	\$ 12.50	\$15.00	16.7%
2,000 - 4,000 gal	\$ 2.75	\$3.25	15.4%	2,000 - 4,000 gal	\$ 2.25	\$2.50	10.0%
4,000 - 6,000 gal	\$ 3.25	\$4.00	18.8%	4,000 - 6,000 gal	\$ 2.75	\$3.00	8.3%
6,000 - 8,000 gal	\$ 3.75	\$4.75	21.1%	6,000 - 8,000 gal	\$ 3.25	\$3.75	13.3%
8,000 - 10,000 gal	\$ 4.25	\$5.50	22.7%	8,000 - 10,000 gal	\$ 3.75	\$4.50	16.7%
10,000 - 15,000 gal	\$ 4.75	\$6.25	24.0%	10,000 - 15,000 gal	\$ 4.25	\$5.50	22.7%
15,000 - 20,000 gal	\$ 5.25	\$7.25	27.6%	15,000 - 20,000 gal	\$ 4.75	\$6.00	20.8%
20,000 gal +	\$ 5.50	\$8.00	31.3%	20,000 gal +	\$ 5.50	\$7.25	24.1%

****Note:** Water rates shown do include the \$1.65 Groundwater Reduction fee and \$0.07 Lonestar Groundwater Conservation District fee.

COMMERCIAL

There are currently 142 commercial connections in the City, as of connections made to the City's system in December 2024. With the average commercial user consuming approximately 22,600 gallons per month this translates to a monthly bill of \$267.60 based on the current fee structure, as outlined below in Table 3. This would generate on average a monthly revenue of \$46,291.28 for the average commercial user.

Table 3: Existing Water and Sanitary Sewer Rates Table

Water Rates		Sewer Rates	
0-2,000 gal	\$21.50	0-2,000 gal	\$12.50
2,000 - 4,000 gal	\$3.25	2,000 - 4,000 gal	\$2.75
4,000 - 6,000 gal	\$3.75	4,000 - 6,000 gal	\$3.25
6,000 - 8,000 gal	\$4.25	6,000 - 8,000 gal	\$3.75
8,000 - 10,000 gal	\$4.75	8,000 - 10,000 gal	\$4.25
10,000 - 15,000 gal	\$5.25	10,000 - 15,000 gal	\$4.75
15,000 - 20,000 gal	\$5.75	15,000 - 20,000 gal	\$5.25
20,000 gal +	\$6.25	20,000 gal +	\$5.50

***Note: Water rates shown do include the \$1.65 Groundwater Reduction fee and \$0.07 Lonestar Groundwater Conservation District fee.*

By increasing commercial rates by an average of 37%, or \$121.27 per month on the average bill, the City could generate an additional \$24,245.06 per month. This would raise the average bill from \$267.60 to \$388.87. See Table 4 below for the proposed rates.

Table 4: Commercial Water and Sanitary Sewer Rates Comparison Table

Water Rates				Sewer Rates			
	Ex. Rates	Prop. Rates	% Chg.		Ex. Rates	Prop. Rates	% Chg.
0-2,000 gal	\$21.50	\$40.00	46.3%	0-2,000 gal	\$22.50	\$40.00	43.8%
2,000 - 4,000 gal	\$3.25	\$3.75	13.3%	2,000 - 4,000 gal	\$4.50	\$5.75	21.7%
4,000 - 6,000 gal	\$3.75	\$4.25	11.8%	4,000 - 6,000 gal	\$4.75	\$6.25	24.0%
6,000 - 8,000 gal	\$4.25	\$5.50	22.7%	6,000 - 8,000 gal	\$5.00	\$6.50	23.1%
8,000 - 10,000 gal	\$4.75	\$6.50	26.9%	8,000 - 10,000 gal	\$5.25	\$7.25	27.6%
10,000 - 15,000 gal	\$5.25	\$7.00	25.0%	10,000 - 15,000 gal	\$5.50	\$7.50	26.7%
15,000 - 20,000 gal	\$5.75	\$7.75	25.8%	15,000 - 20,000 gal	\$5.75	\$8.50	32.4%
20,000 gal +	\$6.25	\$9.00	30.6%	20,000 gal +	\$9.35	\$15.00	37.7%

***Note: Water rates shown do include the \$1.65 Groundwater Reduction fee and \$0.07 Lonestar Groundwater Conservation District fee.*

MULT-FAMILY

There are currently 6 multi-family connections within the City, which consists of 495 total units. With the average multi-family connection consuming approximately 150,612 gallons per month this translates to a monthly bill of \$2,609.18 based on the current fee structure, as outlined below in Table 5. This would generate on average a monthly revenue of \$16,783.74 from the average multi-family development. As

compared to single family users with a current average bill of \$63.07, the average multi-family unit has a monthly bill of \$33.91. This value does not consider the additional service charges the apartment complex may add to their tenant's bill.

Table 5: Existing Multi-Family Water and Sanitary Sewer Rates Table

Water Rates		Sewer Rates	
0-30000 gal	\$ 500.00	0-30000 gal	\$ 300.00
30000 gal +	\$ 5.50	30000 gal +	\$ 9.50

****Note:** Water rates shown do include the \$1.65 Groundwater Reduction fee and \$0.07 Lonestar Groundwater Conservation District fee.

By increasing multi-family rates by an average of 30%, or \$1,123.98 per month on the average bill, the City could generate an additional \$7,232.96 per month. This would raise the average bill from \$2,609.18 to \$3,733.16. See Table 6 below for the proposed rates.

Table 6: Multi-Family Water and Sanitary Sewer Rates Comparison Table

Water Rates				Sewer Rates			
	Ex. Rates	Prop. Rates	% Change		Ex. Rates	Prop. Rates	% Change
0-30000 gal	\$500.00	\$695.00	28.1%	Base	\$300.00	\$ 445.00	32.6%
30000 gal +	\$5.50	\$ 8.25	33.3%	Per 1000 gal	\$9.50	\$ 13.25	28.3%

****Note:** Water rates shown do include the \$1.65 Groundwater Reduction fee and \$0.07 Lonestar Groundwater Conservation District fee.

IRRIGATION

There are currently 113 irrigation connections within the City. With the average irrigation connection consuming approximately 25,846 gallons per month this translates to a monthly bill of \$129.58 based on the current fee structure, as outlined below in Table 7. This would generate on average a monthly revenue of \$18,038.66 from the average irrigation connection.

Table 7: Existing Irrigation Water Rates Table

Water Rates		Sewer Rates	
Meter > 1"		Meter < 1"	
0-2,000 gal	\$21.50	0-2,000 gal	\$ 12.00
2,000 - 4,000 gal	\$3.25	2,000 - 4,000 gal	\$ 3.00
4,000 - 6,000 gal	\$3.75	4,000 - 6,000 gal	\$ 3.50
6,000 - 8,000 gal	\$4.25	6,000 - 8,000 gal	\$ 4.00
8,000 - 10,000 gal	\$4.75	8,000 - 10,000 gal	\$ 4.50
10,000 - 15,000 gal	\$5.25	10,000 - 15,000 gal	\$ 5.00
15,000 - 20,000 gal	\$5.75	15,000 - 20,000 gal	\$ 5.50
20,000 gal +	\$6.25	20,000 gal +	\$ 6.00

****Note:** Water rates shown do include the \$1.65 Groundwater Reduction fee and \$0.07 Lonestar Groundwater Conservation District fee.

By increasing irrigation rates by an average of 28%, or \$50.15 per month on the average bill, the City could generate an additional \$15,236.41 per month. This would raise the average bill from \$129.58 to \$179.73. See Table 8 below for the proposed rates.

Table 8: Irrigation Water Rates Comparison Table

Water Rates							
Meter > 1"				Meter < 1"			
	Ex. Rates	Prop. Rates	% Change		Ex. Rates	Prop. Rates	% Change
0-2,000 gal	\$25.00	\$30.00	16.7%	0-2,000 gal	\$ 12.00	\$18.00	33.3%
2,000 - 4,000 gal	\$3.00	\$3.50	14.3%	2,000 - 4,000 gal	\$ 3.00	\$3.50	14.3%
4,000 - 6,000 gal	\$3.50	\$4.50	22.2%	4,000 - 6,000 gal	\$ 3.50	\$4.75	26.3%
6,000 - 8,000 gal	\$4.00	\$5.50	27.3%	6,000 - 8,000 gal	\$ 4.00	\$5.75	30.4%
8,000 - 10,000 gal	\$4.50	\$6.25	28.0%	8,000 - 10,000 gal	\$ 4.50	\$6.50	30.8%
10,000 - 15,000 gal	\$5.00	\$7.00	28.6%	10,000 - 15,000 gal	\$ 5.00	\$7.00	28.6%
15,000 - 20,000 gal	\$5.50	\$7.75	29.0%	15,000 - 20,000 gal	\$ 5.50	\$7.50	26.7%
20,000 gal +	\$6.25	\$8.75	28.6%	20,000 gal +	\$ 6.00	\$8.25	27.3%

***Note: Water rates shown do include the \$1.65 Groundwater Reduction fee and \$0.07 Lonestar Groundwater Conservation District fee.*

INSTITUTIONAL

There are currently 9 institutional connections within the City. With the average institutional connection consuming approximately 70,045 gallons per month this translates to a monthly bill of \$1,284.66 based on the current fee structure, as outlined below in Table 9. This would generate on average a monthly revenue of \$13,334.48 from the average institutional user.

Table 9: Existing Institutional Water and Sanitary Sewer Rates Table

Water Rates		Sewer Rates	
0-30000 gal	\$ 396.00	0-30000 gal	\$ 300.00
30000 gal +	\$ 5.35	30000 gal +	\$ 9.35

***Note: Water rates shown do include the \$1.65 Groundwater Reduction fee and \$0.07 Lonestar Groundwater Conservation District fee.*

By increasing institutional rates by an average of 23% or \$396.22 per month on the average bill, the City could generate an additional \$4,144.73 per month. This would raise the average bill from \$1,284.66 to \$1,680.88. See Table 10 below for the proposed rates.

Table 10: Proposed Institutional Water and Sanitary Sewer Rates Table

Water Rates				Sewer Rates			
	Ex. Rates	Prop. Rates	% Change		Ex. Rates	Prop. Rates	% Change
0-30000 gal	\$396.00	\$500.00	20.8%	Base	\$300.00	\$ 400.00	25.0%
30000 gal +	\$5.35	\$ 7.00	23.6%	Per 1000 gal	\$9.35	\$ 12.50	25.2%

***Note: Water rates shown do include the \$1.65 Groundwater Reduction fee and \$0.07 Lonestar Groundwater Conservation District fee.*

SUMMARY

With the proposed changes in the water and sewer rates, the City would generate an additional \$870,000 increase to the current rate order. This increase would give the City a bonding capacity of approximately \$11,600,000, solely based on the increased revenue. Again, it should be noted that this assumes no-growth within the City, and does not consider ongoing developments such as Hills of Town Creek Section 5, Briarley (formerly Redbird Meadows), Montgomery Bend, HEB, Lone Star Hills (formerly Lone Star Ridge), Legacy Grove (formerly Heritage Grove), etc.

It should also be noted that when compared to the neighboring jurisdictions the City of Montgomery is still comparable to City of Conroe and City of Magnolia. With our proposed rates the average City of Montgomery single family user still has a lower monthly bill than both Magnolia and Conroe. Please see Table 11 below.

Table 11: Regional Comparison of Utility Bills

Regional Utility Bill Comparison					
City of Montgomery Rate Order Analysis					
	Average Monthly Usage (Gallons)	Proposed Montgomery (Average User)	Existing Montgomery	City of Conroe	City of Magnolia
Single Family	6,302	\$ 63.07	\$ 52.62	\$ 104.05	\$ 74.21
Commercial*	22,651	\$ 388.87	\$ 267.60	\$ 1,711.88	\$ 315.35
Multi Family**	150,612	\$ 3,733.16	\$ 2,609.18	\$ 1,045.67	\$ 2,202.78
Institutional***	70,045	\$ 1,680.88	\$ 1,284.66	\$ 513.12	\$ 1,014.41
Irrigation****	25,846	\$ 179.73	\$ 131.04	\$ 220.96	\$ 362.48

Notes:

Includes all GWR and SJRA fees for each municipality

* Assuming 2-inch meter

** Assuming 8-Inch meter

*** Assuming 6-inch meter

**** Assuming 1-inch meter

James Gilley, Jr., U.S. Capital Advisors, addressed the City Council and provided a handout and discussed the Tax & Revenue Certificates of Obligation, Series 2025 for \$10.2 Million Project Cost with 20- and 30-year Amortizations with No-Growth vs. 5% Annual Growth in Assess Valuation.

The handout details were discussed as follows:

City of Montgomery, Texas
Capital Improvement Needs
Summary of Assumptions

2024 Tax Assumptions ^(a)

Assessed Valuation	\$	542,179,759
2014 AV	\$	96,571,317
10 Yr Avg. Growth		46.1%
M&O Rate	\$	0.3089
I&S Rate		0.0911
Total	\$	0.4000
Assumed Col. Rate		99%
Assumed Annual		
Growth in AV		0.0%

Outstanding Debt Service

% Tax-Supported ^(b)	100.00%	0.00%	0.00%	29.00%	100.00%	100.00%
% Self-Supported	0.00%	100.00%	100.00%	71.00%	0.00%	0.00%

FYE 9/30	Tax Year	Assessed Valuation ^(a)	GO Ref. Bonds Series 2015 Total	Tax & Rev COs Series 2017A Total	Tax & Rev COs Series 2017B Total	GO Ref. Bonds Series 2021 Total	Tax Notes Series 2022 Total	Tax & Rev COs Series 2024 Total	GRAND TOTAL	Total Tax- Supported	Total Self- Supported
2025	2024	\$ 542,179,759	\$ 96,330	\$ 63,924	\$ 102,547	\$ 370,850	\$ 268,625	\$ 255,125	\$ 1,157,401	\$ 472,502	\$ 684,899
2026	2025	542,179,759	-	63,533	101,689	368,100	267,625	254,750	1,055,697	374,374	681,323
2027	2026	542,179,759	-	63,077	100,728	369,725	266,125	254,125	1,053,780	373,345	680,434
2028	2027	542,179,759	-	62,562	99,678	370,600	264,125	258,125	1,055,091	371,599	683,492
2029	2028	542,179,759	-	61,990	98,539	370,725	266,500	256,750	1,054,505	374,010	680,494
2030	2029	542,179,759	-	61,363	102,278	370,100	-	255,125	788,866	107,329	681,537
2031	2030	542,179,759	-	60,684	100,897	319,300	-	258,125	739,006	92,597	646,409
2032	2031	542,179,759	-	59,958	99,439	318,650	-	255,750	733,797	92,409	641,388
2033	2032	542,179,759	-	64,155	97,913	327,800	-	258,000	747,868	95,062	652,806
2034	2033	542,179,759	-	63,279	101,284	316,850	-	254,875	736,288	91,887	644,402
2035	2034	542,179,759	-	62,370	99,560	315,900	-	256,375	734,205	91,611	642,594
2036	2035	542,179,759	-	61,434	97,793	314,850	-	253,400	727,477	91,307	636,171
2037	2036	542,179,759	-	60,480	100,950	175,100	-	256,000	592,530	50,779	541,751
2038	2037	542,179,759	-	-	-	171,700	-	253,300	425,000	49,793	375,207
2039	2038	542,179,759	-	-	-	-	-	255,300	255,300	-	255,300
2040	2039	542,179,759	-	-	-	-	-	256,900	256,900	-	256,900
2041	2040	542,179,759	-	-	-	-	-	253,200	253,200	-	253,200
2042	2041	542,179,759	-	-	-	-	-	254,200	254,200	-	254,200
2043	2042	542,179,759	-	-	-	-	-	254,800	254,800	-	254,800
2044	2043	542,179,759	-	-	-	-	-	255,000	255,000	-	255,000
Total			\$ 96,330	\$ 808,809	\$ 1,303,294	\$ 4,480,250	\$ 1,333,000	\$ 5,109,225	\$ 13,130,908	\$ 2,728,603	\$ 10,402,306

(a) Source: Montgomery County Appraisal District.

(b) Source of debt service allocation: City of Montgomery

City of Montgomery, Texas
Capital Improvement Needs - \$10.2 Million Project Cost
Tax & Revenue Certificates of Obligation, Series 2025

2024 Tax Assumptions ^(a)

Assessed Valuation	\$	542,179,759
2014 AV	\$	96,571,317
10 Yr Avg. Growth		46.1%
M&O Rate	\$	0.3089
I&S Rate		0.0911
Total	\$	0.4000
Assumed Col. Rate		96%
Assumed Annual Growth in AV		0.0%

Financing Assumptions ^(b)

Sale Date	8/1/2025
Closing Date	9/1/2025
First Interest Payment	3/1/2026
First Principal Payment	3/1/2026
Project Funds	\$ 10,200,000
Assumed Interest Rate	5.160%
Amortization	20 Years

20 Year
Amortization
No-Growth

Outstanding Debt Service

Proposed Debt Service
Series 2025 ^(b)

GRAND

FYE	Tax	Assessed	Assumed	LESS:						TOTAL		Calculated Debt Service Tax Rates on ^(c)		
9/30	Year	Valuation ^(a)	Growth	Total	Self-Supported	Tax-Supported	Principal	Interest	Total	Tax-Supported	Outstanding	Proposed	Total	
2025	2024	\$ 542,179,759	0%	\$ 1,157,401	\$ 684,899	\$ 472,502	\$ -	\$ -	\$ -	\$ 472,502	\$ 0.0908	\$ -	\$ 0.0908	
2026	2025	542,179,759	0%	1,055,697	681,323	374,374	300,000	518,580	818,580	1,192,954	0.0719	-	0.2292	
2027	2026	542,179,759	0%	1,053,780	680,434	373,345	315,000	502,713	817,713	1,191,058	0.0717	0.1571	0.2288	
2028	2027	542,179,759	0%	1,055,091	683,492	371,599	330,000	486,072	816,072	1,187,671	0.0714	0.1568	0.2282	
2029	2028	542,179,759	0%	1,054,505	680,494	374,010	350,000	468,528	818,528	1,192,538	0.0719	0.1573	0.2291	
2030	2029	542,179,759	0%	788,866	681,537	107,329	370,000	449,952	819,952	927,281	0.0206	0.1575	0.1782	
2031	2030	542,179,759	0%	739,006	646,409	92,597	385,000	430,473	815,473	908,070	0.0178	0.1567	0.1745	
2032	2031	542,179,759	0%	733,797	641,388	92,409	410,000	409,962	819,962	912,371	0.0178	0.1575	0.1753	
2033	2032	542,179,759	0%	747,868	652,806	95,062	430,000	388,290	818,290	913,352	0.0183	0.1572	0.1755	
2034	2033	542,179,759	0%	736,288	644,402	91,887	450,000	365,586	815,586	907,473	0.0177	0.1567	0.1743	
2035	2034	542,179,759	0%	734,205	642,594	91,611	475,000	341,721	816,721	908,332	0.0176	0.1569	0.1745	
2036	2035	542,179,759	0%	727,477	636,171	91,307	500,000	316,566	816,566	907,873	0.0175	0.1569	0.1744	
2037	2036	542,179,759	0%	592,530	541,751	50,779	525,000	290,121	815,121	865,900	0.0098	0.1566	0.1664	
2038	2037	542,179,759	0%	425,000	375,207	49,793	555,000	262,257	817,257	867,050	0.0096	0.1570	0.1666	
2039	2038	542,179,759	0%	255,300	255,300	-	585,000	232,845	817,845	817,845	-	0.1571	0.1571	
2040	2039	542,179,759	0%	256,900	256,900	-	615,000	201,885	816,885	816,885	-	0.1569	0.1569	
2041	2040	542,179,759	0%	253,200	253,200	-	650,000	169,248	819,248	819,248	-	0.1574	0.1574	
2042	2041	542,179,759	0%	254,200	254,200	-	685,000	134,805	819,805	819,805	-	0.1575	0.1575	
2043	2042	542,179,759	0%	254,800	254,800	-	720,000	98,556	818,556	818,556	-	0.1573	0.1573	
2044	2043	542,179,759	0%	255,000	255,000	-	755,000	60,501	815,501	815,501	-	0.1567	0.1567	
2045	2044	542,179,759	0%	-	-	-	795,000	20,511	815,511	815,511	-	0.1567	0.1567	
Total				\$ 13,130,908	\$ 10,402,306	\$ 2,728,603	\$ 10,200,000	\$ 6,149,172	\$ 16,349,172	\$ 19,077,775				

(a) Source: Montgomery County Appraisal District. Assumes no annual growth in assessed valuation.
(b) Preliminary, subject to change. Assumes S&P AA rated, non-BQ.
(c) 2024 tax rate shown as calculated. Tax rates calculated on assessed valuation assuming 96% collection rate.

City of Montgomery, Texas
Capital Improvement Needs - \$10.2 Million Project Cost
Tax & Revenue Certificates of Obligation, Series 2025

2024 Tax Assumptions (a)

Assessed Valuation	\$	542,179,759
2014 AV	\$	96,571,317
10 Yr Avg. Growth		46.1%
M&O Rate	\$	0.3089
I&S Rate		0.0911
Total	\$	0.4000
Assumed Col. Rate		96%
Assumed Annual Growth in AV		5.0%

Financing Assumptions (b)

Sale Date	8/1/2025
Closing Date	9/1/2025
First Interest Payment	3/1/2026
First Principal Payment	3/1/2026
Project Funds	\$ 10,200,000
Assumed Interest Rate	5.160%
Amortization	20 Years

20 Year
Amortization
5% Annual
Growth

Outstanding Debt Service

Proposed Debt Service

Series 2025 (b)

GRAND

FYE	Tax	Assessed	Assumed	LESS:							TOTAL		Calculated Debt Service Tax Rates on ^(c)		
9/30	Year	Valuation ^(a)	Growth	Total	Self-Supported	Tax-Supported	Principal	Interest	Total	Tax-Supported	Outstanding	Proposed	Total		
2025	2024	\$ 542,179,759	5%	\$ 1,157,401	\$ 684,899	\$ 472,502	\$ -	\$ -	\$ -	\$ 472,502	\$ 0.0908	\$ -	\$ 0.0908		
2026	2025	569,288,747	5%	1,055,697	681,323	374,374	300,000	518,580	818,580	1,192,954	0.0685	0.1498	0.2183		
2027	2026	597,753,184	5%	1,053,780	680,434	373,345	315,000	502,713	817,713	1,191,058	0.0651	0.1425	0.2076		
2028	2027	627,640,844	5%	1,055,091	683,492	371,599	330,000	486,072	816,072	1,187,671	0.0617	0.1354	0.1971		
2029	2028	659,022,886	5%	1,054,505	680,494	374,010	350,000	468,528	818,528	1,192,538	0.0591	0.1294	0.1885		
2030	2029	691,974,030	5%	788,866	681,537	107,329	370,000	449,952	819,952	927,281	0.0162	0.1234	0.1396		
2031	2030	726,572,731	5%	739,006	646,409	92,597	385,000	430,473	815,473	908,070	0.0133	0.1169	0.1302		
2032	2031	762,901,368	5%	733,797	641,388	92,409	410,000	409,962	819,962	912,371	0.0126	0.1120	0.1246		
2033	2032	801,046,436	5%	747,868	652,806	95,062	430,000	388,290	818,290	913,352	0.0124	0.1064	0.1188		
2034	2033	841,098,758	5%	736,288	644,402	91,887	450,000	365,586	815,586	907,473	0.0114	0.1010	0.1124		
2035	2034	883,153,696	0%	734,205	642,594	91,611	475,000	341,721	816,721	908,332	0.0108	0.0963	0.1071		
2036	2035	883,153,696	0%	727,477	636,171	91,307	500,000	316,566	816,566	907,873	0.0108	0.0963	0.1071		
2037	2036	883,153,696	0%	592,530	541,751	50,779	525,000	290,121	815,121	865,900	0.0060	0.0961	0.1021		
2038	2037	883,153,696	0%	425,000	375,207	49,793	555,000	262,257	817,257	867,050	0.0059	0.0964	0.1023		
2039	2038	883,153,696	0%	255,300	255,300	-	585,000	232,845	817,845	817,845	-	0.0965	0.0965		
2040	2039	883,153,696	0%	256,900	256,900	-	615,000	201,885	816,885	816,885	-	0.0964	0.0964		
2041	2040	883,153,696	0%	253,200	253,200	-	650,000	169,248	819,248	819,248	-	0.0966	0.0966		
2042	2041	883,153,696	0%	254,200	254,200	-	685,000	134,805	819,805	819,805	-	0.0967	0.0967		
2043	2042	883,153,696	0%	254,800	254,800	-	720,000	98,556	818,556	818,556	-	0.0965	0.0965		
2044	2043	883,153,696	0%	255,000	255,000	-	755,000	60,501	815,501	815,501	-	0.0962	0.0962		
2045	2044	883,153,696	0%	-	-	-	795,000	20,511	815,511	815,511	-	0.0962	0.0962		
Total				\$ 13,130,908	\$ 10,402,306	\$ 2,728,603	\$ 10,200,000	\$ 6,149,172	\$ 16,349,172	\$ 19,077,775					

(a) Source: Montgomery County Appraisal District. Assumes %5 annual growth in assessed valuation for 10 years.

(b) Preliminary, subject to change. Assumes S&P AA rated, non-BQ.

(c) 2024 tax rate shown as calculated. Tax rates calculated on assessed valuation assuming 96% collection rate.

City of Montgomery, Texas
Capital Improvement Needs - \$10.2 Million Project Cost
Tax & Revenue Certificates of Obligation, Series 2025

30 Year
Amortization
No-Growth

2024 Tax Assumptions ^(a)			
Assessed Valuation	\$	542,179,759	
2014 AV	\$	96,571,317	
10 Yr Avg. Growth		46.1%	
M&O Rate	\$	0.3089	
I&S Rate		0.0911	
Total	\$	0.4000	
Assumed Col. Rate		96%	
Assumed Annual Growth in AV		0.0%	

Financing Assumptions ^(b)	
Sale Date	7/1/2025
Closing Date	8/1/2025
First Interest Payment	3/1/2026
First Principal Payment	3/1/2026
Project Funds	\$ 10,200,000
Assumed Interest Rate	5.430%
Amortization	30 Years

				Outstanding Debt Service			Proposed Debt Service				GRAND TOTAL	Calculated Debt Service Tax Rates on ^(c)		
FYE	Tax	Assessed	Assumed	LESS:			Series 2025 ^(b)							
9/30	Year	Valuation ^(a)	Growth	Total	Self-Supported	Tax-Supported	Principal	Interest	Total	Tax-Supported		Outstanding	Proposed	Total
2025	2024	\$ 542,179,759	0%	\$ 1,157,401	\$ 684,899	\$ 472,502	\$ -	\$ -	\$ -	\$ 472,502	\$ 0.0908	\$ -	\$ 0.0908	
2026	2025	542,179,759	0%	1,055,697	681,323	374,374	140,000	550,059	690,059	1,064,433	0.0719	0.1326	0.2045	
2027	2026	542,179,759	0%	1,053,780	680,434	373,345	145,000	542,321	687,321	1,060,667	0.0717	0.1321	0.2038	
2028	2027	542,179,759	0%	1,055,091	683,492	371,599	155,000	534,176	689,176	1,060,775	0.0714	0.1324	0.2038	
2029	2028	542,179,759	0%	1,054,505	680,494	374,010	165,000	525,488	690,488	1,064,499	0.0719	0.1327	0.2045	
2030	2029	542,179,759	0%	788,866	681,537	107,329	175,000	516,257	691,257	798,586	0.0206	0.1328	0.1534	
2031	2030	542,179,759	0%	739,006	646,409	92,597	180,000	506,619	686,619	779,216	0.0178	0.1319	0.1497	
2032	2031	542,179,759	0%	733,797	641,388	92,409	190,000	496,574	686,574	778,982	0.0178	0.1319	0.1497	
2033	2032	542,179,759	0%	747,868	652,806	95,062	205,000	485,849	690,849	785,911	0.0183	0.1327	0.1510	
2034	2033	542,179,759	0%	736,288	644,402	91,887	215,000	474,446	689,446	781,333	0.0177	0.1325	0.1501	
2035	2034	542,179,759	0%	734,205	642,594	91,611	225,000	462,500	687,500	779,111	0.0176	0.1321	0.1497	
2036	2035	542,179,759	0%	727,477	636,171	91,307	240,000	449,876	689,876	781,182	0.0175	0.1325	0.1501	
2037	2036	542,179,759	0%	592,530	541,751	50,779	255,000	436,436	691,436	742,215	0.0098	0.1328	0.1426	
2038	2037	542,179,759	0%	425,000	375,207	49,793	265,000	422,318	687,318	737,111	0.0096	0.1321	0.1416	
2039	2038	542,179,759	0%	255,300	255,300	-	280,000	407,522	687,522	687,522	-	0.1321	0.1321	
2040	2039	542,179,759	0%	256,900	256,900	-	295,000	391,910	686,910	686,910	-	0.1320	0.1320	
2041	2040	542,179,759	0%	253,200	253,200	-	315,000	375,349	690,349	690,349	-	0.1326	0.1326	
2042	2041	542,179,759	0%	254,200	254,200	-	330,000	357,837	687,837	687,837	-	0.1322	0.1322	
2043	2042	542,179,759	0%	254,800	254,800	-	350,000	339,375	689,375	689,375	-	0.1324	0.1324	
2044	2043	542,179,759	0%	255,000	255,000	-	370,000	319,827	689,827	689,827	-	0.1325	0.1325	
2045	2044	542,179,759	0%	-	-	-	390,000	299,193	689,193	689,193	-	0.1324	0.1324	
2046	2045	542,179,759	0%	-	-	-	410,000	277,473	687,473	687,473	-	0.1321	0.1321	
2047	2046	542,179,759	0%	-	-	-	435,000	254,531	689,531	689,531	-	0.1325	0.1325	
2048	2047	542,179,759	0%	-	-	-	460,000	230,232	690,232	690,232	-	0.1326	0.1326	
2049	2048	542,179,759	0%	-	-	-	485,000	204,575	689,575	689,575	-	0.1325	0.1325	
2050	2049	542,179,759	0%	-	-	-	510,000	177,561	687,561	687,561	-	0.1321	0.1321	
2051	2050	542,179,759	0%	-	-	-	540,000	149,054	689,054	689,054	-	0.1324	0.1324	
2052	2051	542,179,759	0%	-	-	-	570,000	118,917	688,917	688,917	-	0.1324	0.1324	
2053	2052	542,179,759	0%	-	-	-	600,000	87,152	687,152	687,152	-	0.1320	0.1320	
2054	2053	542,179,759	0%	-	-	-	635,000	53,621	688,621	688,621	-	0.1323	0.1323	
2055	2054	542,179,759	0%	-	-	-	670,000	18,191	688,191	688,191	-	0.1322	0.1322	
Total				\$ 13,130,908	\$ 10,402,306	\$ 2,728,603	\$ 10,200,000	\$ 10,465,239	\$ 20,665,239	\$ 23,393,842				

(a) Source: Montgomery County Appraisal District. Assumes no annual growth in assessed valuation.

(b) Preliminary, subject to change. Assumes S&P AA rated, non-BQ.

(c) 2024 tax rate shown as calculated. Tax rates calculated on assessed valuation assuming 96% collection rate.

City of Montgomery, Texas
Capital Improvement Needs - \$10.2 Million Project Cost
Tax & Revenue Certificates of Obligation, Series 2025

2024 Tax Assumptions (a)

Assessed Valuation	\$	542,179,759
2014 AV	\$	96,571,317
10 Yr Avg. Growth		46.1%
M&O Rate	\$	0.3089
I&S Rate		0.0911
Total	\$	0.4000
Assumed Col. Rate		96%
Assumed Annual Growth in AV		5.0%

Financing Assumptions (b)

Sale Date	7/1/2025
Closing Date	8/1/2025
First Interest Payment	3/1/2026
First Principal Payment	3/1/2026
Project Funds	\$ 10,200,000
Assumed Interest Rate	5.430%
Amortization	30 Years

30 Year
Amortization
5% Annual

Outstanding Debt Service				Proposed Debt Service				GRAND TOTAL		Calculated Debt Service Tax Rates on (c)		
FYE	Tax	Assessed	Assumed	LESS:			Series 2025 (b)		Tax-Supported	Outstanding	Proposed	Total
9/30	Year	Valuation (a)	Growth	Total	Self-Supported	Tax-Supported	Principal	Interest				
2025	2024	\$ 542,179,759	5%	\$ 1,157,401	\$ 684,899	\$ 472,502	\$ -	\$ -	\$ -	\$ 0.0908	\$ -	\$ 0.0908
2026	2025	569,288,747	5%	1,055,697	681,323	374,374	140,000	550,059	690,059	0.0685	0.1263	0.1948
2027	2026	597,753,184	5%	1,053,780	680,434	373,345	145,000	542,321	687,321	0.0651	0.1198	0.1848
2028	2027	627,640,844	5%	1,055,091	683,492	371,599	155,000	534,176	689,176	0.0617	0.1144	0.1761
2029	2028	659,022,886	5%	1,054,505	680,494	374,010	165,000	525,488	690,488	0.0591	0.1091	0.1683
2030	2029	691,974,030	5%	788,866	681,537	107,329	175,000	516,257	691,257	0.0162	0.1041	0.1202
2031	2030	726,572,731	5%	739,006	646,409	92,597	180,000	506,619	779,216	0.0133	0.0984	0.1117
2032	2031	762,901,368	5%	733,797	641,388	92,409	190,000	496,574	686,574	0.0126	0.0937	0.1064
2033	2032	801,046,436	5%	747,868	652,806	95,062	205,000	485,849	690,849	0.0124	0.0898	0.1022
2034	2033	841,098,758	5%	736,288	644,402	91,887	215,000	474,446	689,446	0.0114	0.0854	0.0968
2035	2034	883,153,696	0%	734,205	642,594	91,611	225,000	462,500	687,500	0.0108	0.0811	0.0919
2036	2035	883,153,696	0%	727,477	636,171	91,307	240,000	449,876	689,876	0.0108	0.0814	0.0921
2037	2036	883,153,696	0%	592,530	541,751	50,779	255,000	436,436	691,436	0.0060	0.0816	0.0875
2038	2037	883,153,696	0%	425,000	375,207	49,793	265,000	422,318	687,318	0.0059	0.0811	0.0869
2039	2038	883,153,696	0%	255,300	255,300	-	280,000	407,522	687,522	-	0.0811	0.0811
2040	2039	883,153,696	0%	256,900	256,900	-	295,000	391,910	686,910	-	0.0810	0.0810
2041	2040	883,153,696	0%	253,200	253,200	-	315,000	375,349	690,349	-	0.0814	0.0814
2042	2041	883,153,696	0%	254,200	254,200	-	330,000	357,837	687,837	-	0.0811	0.0811
2043	2042	883,153,696	0%	254,800	254,800	-	350,000	339,375	689,375	-	0.0813	0.0813
2044	2043	883,153,696	0%	255,000	255,000	-	370,000	319,827	689,827	-	0.0814	0.0814
2045	2044	883,153,696	0%	-	-	-	390,000	299,193	689,193	-	0.0813	0.0813
2046	2045	883,153,696	0%	-	-	-	410,000	277,473	687,473	-	0.0811	0.0811
2047	2046	883,153,696	0%	-	-	-	435,000	254,531	689,531	-	0.0813	0.0813
2048	2047	883,153,696	0%	-	-	-	460,000	230,232	690,232	-	0.0814	0.0814
2049	2048	883,153,696	0%	-	-	-	485,000	204,575	689,575	-	0.0813	0.0813
2050	2049	883,153,696	0%	-	-	-	510,000	177,561	687,561	-	0.0811	0.0811
2051	2050	883,153,696	0%	-	-	-	540,000	149,054	689,054	-	0.0813	0.0813
2052	2051	883,153,696	0%	-	-	-	570,000	118,917	688,917	-	0.0813	0.0813
2053	2052	883,153,696	0%	-	-	-	600,000	87,152	687,152	-	0.0810	0.0810
2054	2053	883,153,696	0%	-	-	-	635,000	53,621	688,621	-	0.0812	0.0812
2055	2054	883,153,696	0%	-	-	-	670,000	18,191	688,191	-	0.0812	0.0812
Total				\$ 13,130,908	\$ 10,402,306	\$ 2,728,603	\$ 10,200,000	\$ 10,465,239	\$ 20,665,239	\$ 23,393,842		

(a) Source: Montgomery County Appraisal District. Assumes %5 annual growth in assessed valuation for 10 years.
(b) Preliminary, subject to change. Assumes S&P AA rated, non-BQ.
(c) 2024 tax rate shown as calculated. Tax rates calculated on assessed valuation assuming 96% collection rate.

COUNCIL INQUIRY

No Council Inquiry received.

CLOSING AGENDA**5. Adjourn.**

Motion: Mayor Pro-Tem Fox made a motion to adjourn the Workshop Meeting of the City of Montgomery at 7:18 p.m. Council Member Czulewicz 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: 07/08/2025	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 July 22, 2025, on an application by Texas First Bank for a Special Use Permit on 1.1681 acres of land out of restricted reserve "C" in Block 1 of Montgomery First, a subdivision in the John Conner Survey, A-8 [A.K.A. 19940 Eva Street, City of Montgomery, Montgomery County, Texas 77356] for the financial institution with a two lane drive thru and a drive up ATM with dedicated lane.

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	07/02/2025
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RESOLUTION NO. 2025 - XX

A RESOLUTION CALLING FOR A PUBLIC HEARING TO BE HELD ON JULY 22, 2025, ON AN APPLICATION BY TEXAS FIRST BANK FOR A SPECIAL USE PERMIT ON 1.1681 ACRES OF LAND OUT OF RESTRICTED RESERVE “C” IN BLOCK 1 OF MONTGOMERY FIRST, A SUBDIVISION IN THE JOHN CONNER SURVEY, A-8 [A.K.A. 19940 EVA STREET, CITY OF MONTGOMERY, MONTGOMERY COUNTY, TEXAS 77356] FOR THE FINANCIAL INSTITUTION WITH A TWO LANE DRIVE THRU AND A DRIVE UP ATM WITH DEDICATED LANE.

WHEREAS, the applicant – Texas First Bank, requests the City of Montgomery to consider granting a Special Use Permit on approximately 1.1681 acres of land out of restricted reserve “C” in Block 1 of Montgomery First, a Subdivision in the John Conner Survey, A-8 [A.K.A. 19940 Eva Street, City of Montgomery, Montgomery County, Texas] for the financial institution with a two drive thru lanes and a dedicated lane for a drive up ATM machine; 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 Texas First Bank.

Section 3: **THAT** a public hearing to consider whether to grant the application for a Special Use Permit on approximately 1.1681 acres of land out of restricted reserve “C” in Block 1 of Montgomery First, a Subdivision in the John Conner Survey, A-8 [A.K.A. 19940 Eva Street, City of Montgomery, Montgomery County, Texas] for the financial institution with a two drive thru lanes and a dedicated lane for a drive up ATM machine shall be held on July 22, 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 AND APPROVED this 8th day of July, 2025, at a Regular Meeting of the City Council of the City of Montgomery.

CITY OF MONTGOMERY, TEXAS

Sara Countryman, Mayor

ATTEST:

Ruby Beaven, City Secretary

Resolution

Page 1 of 1





Special Use Permit

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

Applicant Information

Owner/leaseholder Name: Texas First Bank

Address: P.O. Box 3344 Texas City, Texas 77592

Email: _____ Phone: _____

Name of owner (if different): _____

Contact person (if different): Thomas Baiker

Address: 15810 Park Ten Place Suite 300 Houston, Texas 77084

Email: tbaiker@sligroup.com Phone: 713-465-4650

Parcel Information

Type of Business: Financial Institution

Legal Description: 1.166 Acres of land out of restricted reserve "C" in Block 1 of

Montgomery First
Street Address or Location: 19940 Eva Street Montgomery, Texas 77356

Special Use Permit Request

Description of request:

Request to develop a 2835 square foot financial facility with two lane drive thru and a drive up ATM with dedicated lane.

Applicant's Signature

SPH. G.
SAMUEL P. M. GCE

Date

6/20/25

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: Texas First Bank

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

Signature:  Date: 6/20/25

Signature: _____ Date: _____

Signature: _____ Date: _____

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

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

TEXAS FIRST BANK - MONTGOMERY

19940 Eva St.
Montgomery, TX

ARCHITECTURE | DESIGN | CONSTRUCTION

15810 PARK TEN PLACE, SUITE 300
HOUSTON, TEXAS 77084
713-465-4650
www.sligroup.com

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ISSUE FOR BID

RENDERING



VICINITY MAP



GENERAL

T-1.00 TITLE SHEET

CIVIL

C-01 COVER SHEET
C-02 GENERAL NOTES
C-03 PLAT (SHEET 1 OF 2)
C-04 PLAT (SHEET 2 OF 2)
C-05 TOPOGRAPHICAL SURVEY
C-06 CLEARING/GUBBING/DEMOLITION PLAN
C-07 OVERALL SITE PLAN
C-08 DRAINAGE AREA MAP
C-09 GRADING PLAN
C-10 SITE UTILITY LAYOUT
C-11 FIRE ACCESS PLAN
C-12 EROSION CONTROL PLAN
C-13 SANITARY DETAILS
C-14 WATER DETAILS
C-15 PAVEMENT DETAILS
C-16 STORM SEWER DETAILS
C-17 SWPPP DETAILS
PH-1 PHOTOMETRIC PLAN (SHEET 1 OF 2)
PH-2 PHOTOMETRIC PLAN (SHEET 2 OF 2)
LP-1.00 LANDSCAPE PLAN
LP-2.00 LANDSCAPE DETAILS AND SPECIFICATIONS

ARCHITECTURAL SITE

SP-1.00 SITE PLAN - DIMENSION
SP-1.10 SITE PLAN - ANNOTATION
SP-1.20 SITE PLAN - EXPANSION JOINT LAYOUT
SP-2.00 SITE DETAILS
SP-2.10 SITE DETAILS

ARCHITECTURAL

A-0.00 ACCESSIBILITY ROUTE COMPLIANCE
A-0.10 ACCESSIBILITY ELEMENT COMPLIANCE
A-1.00 FLOOR PLAN-DIMENSION
A-1.10 FLOOR PLAN-ANNOTATION
A-2.00 DOOR/WIN./HARD. SCHEDULE
A-2.10 INTERIOR WINDOW SCHEDULE
A-3.00 INTERIOR PARTITIONS
A-4.00 RCP-FIRST FLOOR
A-4.20 CEILING DETAILS
A-5.00 ROOF PLAN
A-5.10 ROOF DETAILS
A-6.00 EXTERIOR BUILDING ELEVATIONS
A-6.10 EXTERIOR BUILDING ELEVATIONS
A-7.00 BUILDING SECTIONS
A-7.10 BUILDING SECTIONS
A-8.00 WALL SECTIONS
A-8.10 WALL SECTIONS
A-9.00 EXTERIOR TRIMS

ARCHITECTURAL

A-10.00 INTERIOR ELEVATIONS
A-11.00 MILLWORK DETAILS
A-11.01 MILLWORK DETAILS
A-12.00 FINISHED FLOOR
A-12.01 BANK EQUIPMENT
A-12.02 BANK EQUIPMENT
A-12.03 RESTROOM ACCESSORIES
A-12.04 APPLIANCES
A-13.00 POWER PLAN-1ST FLOOR
A-14.00 EXTERIOR SIGNAGE
A-14.10 INTERIOR SIGNAGE

STRUCTURAL

S-0.00 GENERAL NOTES
S-0.01 GENERAL NOTES
S-0.02 GENERAL NOTES
S-0.03 TESTING NOTES
S-1.01 FOUNDATION PLAN
S-2.01 ROOF FRAMING PLAN
S-2.02 HIGH ROOF FRAMING PLAN
S-3.01 FOUNDATION DETAILS
S-3.02 FOUNDATION DETAILS
S-3.03 FOUNDATION DETAILS
S-4.01 FRAMING DETAILS
S-4.02 FRAMING DETAILS

MEP

MEP-0.01 MEP SITE PLAN
M-1.01 MECHANICAL PLAN
M-1.02 MECHANICAL ROOF PLAN
M-3.01 MECHANICAL DETAILS
M-3.02 MECHANICAL SCHEDULES
EL-1.01 ELECTRICAL LIGHTING PLAN
EP-1.01 ELECTRICAL POWER PLAN
EP-1.02 ELECTRICAL POWER ROOF PLAN
E-3.01 ELECTRICAL DETAILS
E-3.02 ELECTRICAL DETAILS
P-0.01 PLUMBING SYMBOLS AND ABBREVIATIONS
P-1.00 PLUMBING PLAN - UNDER SLAB
P-1.01 PLUMBING PLAN
P-3.01 PLUMBING SCHEDULES & DETAILS
P-3.02 PLUMBING DETAILS

BUILDING CODE AND PROJECT INFORMATION

TDLR PROJECT NUMBER
TABS

LEGAL DESCRIPTION

1.166 ACRES OF LAND OUT OF RESTRICTED RESERVE "C" IN
BLOCK 1 OF MONTGOMERY FIRST, A SUBDIVISION IN THE
JOHN CORNER SURVEY, A-8 MONTGOMERY COUNTY, TEXAS
REF: Cabinet Z, Sheet 4633

SCOPE OF WORK

DEVELOPMENT OF 1.166 ACRE SITE AND CONSTRUCTION OF 2,835
SQ.FT. WOOD AND STEEL FRAMED ONE STOREY BUILDING TO
SERVE AS A BANK BRANCH FOR TEXAS FIRST BANK.

BUILDING CODE

2024 IBC WITH CITY OF MONTGOMERY AMENDMENTS
2023 NEC WITH CITY OF MONTGOMERY AMENDMENTS
2024 IPC WITH CITY OF MONTGOMERY AMENDMENTS
2024 IFC WITH CITY OF MONTGOMERY AMENDMENTS
2024 IECC WITH CITY OF MONTGOMERY AMENDMENTS
2024 IMC WITH CITY OF MONTGOMERY AMENDMENTS

OCCUPANCY CLASSIFICATION, EGRESS & OCCUPANT LOADS

OCCUPANCY TYPE: B-BUSINESS
CONSTRUCTION TYPE: V-B
ALLOWABLE HEIGHT: 40 FT
ACTUAL HEIGHT: +/- 23 FT - 3 IN

ALLOWABLE BUILDING AREA PER FLOOR: 9,500 S.F.

TOTAL ALLOWABLE BUILDING AREA:

FIRST FLOOR 9,500 S.F.

ACTUAL BUILDING AREA:

FIRST FLOOR 2,835 S.F.

OCCUPANT LOAD:
FACTOR:B-BUSINESS
100 GROSS SQ.FT./
OCCUPANTS
FIRST FLOOR 28 OCCUPANTS

FIRST FLOOR

EXITS REQUIRED:
EXITS PROVIDED:1
2
WIDTH OF EXITS REQUIRED:
WIDTH OF EXITS PROVIDED:5.6 IN.
108 IN. MINIMUMMAXIMUM ALLOWABLE TRAVEL DISTANCE:
MAXIMUM ACTUAL TRAVEL DISTANCE:300 FT.
50 FT.

PLUMBING FACILITIES REQUIRED PROVIDED

WATER CLOSETS FOR MEN PER FLOOR: 1 1
WATER CLOSETS FOR WOMEN PER FLOOR: 1 1LAVATORIES FOR MEN PER FLOOR: 1 1
LAVATORIES FOR WOMEN PER FLOOR: 1 1

ABBREVIATIONS

ABBR	DEFINITION	ABBR	DEFINITION
AC	AIR CONDITIONER	INCL	INCLUDING
ACT	ACCOUSTICAL CEILING TILE	INS	INSULATION
ADD	ADDITIONAL	INT	INTERIOR
ADJ	ADJACENT	JAN	JANITOR
AFF	ABOVE FINISH FLOOR	JC	JANITOR'S CLOSET
AFC	AT FINISH CEILING	JP	JOINT
ALUM	ALUMINUM	LP	LOW POINT
ARCH	ARCHITECTURAL	LAM	LAMINATED
BO	BOARD	LAV	LAVATORY
BFF	BELOW FINISH FLOOR	LITG	LIGHTING
BLDG.	BUILDING	LIX	LAMINATE
BKG	BLOCKING	MSM	METAL BUILDING MANUFACTURER
BM	BEAM	MECH	MECHANICAL
BO	BOTTOM OF	MEMB	MEMBRANE
BRG	BEARING	MFR	MANUFACTURER
CEO	CHALKBOARD	MIN	MINIMUM
CI	CAST IRON	MSC	MISCELLANEOUS
CAST-IN-PLACE		MO	MASONRY OPENING
CP	CONTROL JOINT	MTL	METAL
CL	CENTERLINE	NC	NOT IN CONTRACT
CLG	CEILING	NO	NUMBER
CLR	CLEAR	NTS	NOT TO SCALE
CLO	CLOSET	OC	ON CENTER
CMU	CONCRETE MASONRY UNIT	OH	OVERHEAD DOOR
CONT	CONCRETE	OPNG	OPENING
CONC	CONCRETE	OPP	OPPOSITE
CONT	CONTINUOUS	OPP HD.	OPPOSITE HAND
CPT	CERAMIC TILE	PART	PARTITION
CT	DETAIL	PRECAST	PRE-ENGINEERED METAL BUILDING
DET	DETAIL	FLAM	FLAME
DA	DRAWING	PT	PRESSURE TREATED
DN	DOWN	PTD	PAINTED
DN	DOWN	PVC	POLYVINYL CHLORIDE
DWG	DRAWING	QT	QUARRY TILE
EA	EACH	QTY	QUANTITY
EJ	EXPANSION JOINT	RA	RADIUS OF RISER
ELEC	ELECTRICAL	RA	RETURN AIR
ELEV	ELEVATION OF ELEVATOR	RD	ROUGH OPENING
EXT	EXTERIOR	REF	REFERENCE
EQ	EQUIPMENT	REFR	REFRIGERATING OR REINFORCED
EQUIP	EQUIPMENT	REQ	REQUIRED
EXIST	EXISTING	REV	REVISION
FD	FLOOR DRAIN	ROOM	ROOM
FDN	FOUNDATION	RO	ROUGH OPENING
FE	FIRE EXTINGUISHER	RTU	ROOF TOP UNIT
FEC	FIRE EXTINGUISHER CABINET	SECT	SECTION
FF	FINISH FLOOR	SM	SIMILAR
FTE	FINISH FLOOR ELEVATION	SPEC	SPECIFICATION
FT	FINISH FLOOR TRANSITION	SQ	SQUARE
FN	FINISH	SS	STAINLESS STEEL
FNT	FINISH	STD	STANDARD
FR	FIRE-RATED	STL	STEEL
FRT	FIRE-RESISTANT REINFORCED PLASTIC	STRUC	STRUCTURAL
FRT	FIRE-RESISTANT TREATED	SUSP	SUSPENDED
FT	FIELD VERIFY	T	TREAD
GA	GAUGE	TED	TO BE DETERMINED OR TACKLEBOARD
GALV	GALVANIZED	TD	TRENCH DRAIN
GC	GENERAL CONTRACTOR	TO	TOP OF
GL	GLASS	TOC	TOP OF CONCRETE
GYP	GYPSON BOARD	TOS	TOP OF STEEL
HC	HANDICAP ACCESSIBLE	TOV	TOP OF WALL
HOW	HOLLOW	THK	THICK
HGT	HEIGHT	UNO	UNLESS NOTED OTHERWISE
HM	HOLLOW METAL	VCT	VINYL COMPOSITION TILE
HORIZ	HORIZONTAL	VERT	VERTICAL
HP	HIGH POINT	WD	WOOD
HVAC	HEATING, VENTILATION, AND AIR CONDITIONING	WID	WIDE FLANGE
IN	INCH	WFR	WATERPROOFING

DRAWING SYMBOLS LEGEND

SYMBOLS	DESCRIPTION	SYMBOLS	DESCRIPTION	SYMBOLS	DESCRIPTION
	NORTH ARROW		PARTITION TYPE		COLUMN GRID
	DRAWING NAME, NUMBER, AND SCALE		WINDOW TYPE		CENTERLINE
	ENLARGED DETAIL REFERENCE		DOOR IDENTIFICATION		BREAK LINE
	EXTERIOR ELEVATION		ROOM NAME/ROOM NUMBER		SPOT ELEVATION
	BUILDING SECTION		INTERIOR ELEVATION		
	WALL SECTION		DIMENSION LINES		
	SECTION DETAIL		MATCH LINE		
	VERTICAL ELEVATION		REVISION NUMBER & AFFECTED AREA		
			FIRE EXTINGUISHER		

TYPICAL MOUNTING HEIGHTS:

CONVENIENCE OUTLETS	15' (FLOOR TO BOTTOM OF BOX UNLESS OTHERWISE NOTED ON PLAN)
LIGHT SWITCHES	45' (FLOOR TO BOTTOM OF BOX)
FIRE ALARM PULL STATIONS	45' (FLOOR TO BOTTOM OF BOX)
TELEPHONE OUTLETS	15' (FLOOR TO BOTTOM OF BOX OR AS NOTED ON PLAN)
WALL TELEPHONE OUTLETS	45' (FLOOR TO BOTTOM OF BOX)
DATA CABLE OUTLETS	15' (FLOOR TO BOTTOM OF BOX)
SMOKE AND HEAT DETECTORS	CEILING MOUNTED

GENERAL NOTES:

1. NOTIFY ARCHITECT OF ANY DISCREPANCIES AND/OR OMISSIONS.
2. ALL WORK SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL ORDINANCES.
3. ALL DIMENSIONS ARE TO FINISHED FACE OF PARTITIONS.
4. ALL DOORS ON AN ACCESSIBLE ROUTE SHALL HAVE A MIN. 18" CLEAR ON THE PULL SIDE. A MIN. 12" CLEAR ON THE PUSH SIDE WHEN DOOR IS EQUIPPED WITH BOTH A LATCH AND CLOSER.
5. ALL DOORS TO RECEIVE NEW AMERICAN DISABILITIES ACT COMPLIANT HARDWARE.

PROJECT TEAM

ARCHITECT/CONTRACTOR
SLI GROUP
15810 PARK TEN PLACE, SUITE 300
HOUSTON, TEXAS 77084
713-465-4650

CIVIL ENGINEER

AGI Technical Services, Inc.
11740 Katy Freeway, Suite 1100
Houston, TX 77079
832.243.1475

STRUCTURAL ENGINEER
CJG Engineers
6051 North Course Dr Ste 375
Houston, Texas 77072
713.780.3345

MEP ENGINEER

Jones Engineers, L.P.
9820 Whithorn Dr.
Houston, Texas 77095
713.222.7766

SURVEYOR

GEOTECHNICAL

PRINT DATE:

6/25/2025 10:31:07 AM

DRAWING TITLE

TITLE SHEET

DRAWN BY DRW SHEET NO.

CHECKED BY CHK

APPROVED BY APR

T-1.00



Architectural elevation drawing of a building facade, showing a stone wall with windows, an ATM, and a roofline. The drawing includes numerous dimensions and material callouts.

Dimensions:

- Overall height: 23' - 3 1/4"
- Section height: 15' - 0"
- Section height: 9' - 0"
- Section height: 5' - 0"
- Section height: 10' - 0"
- Section height: 7' - 6"
- Level 1: 0' - 0"



Material Callouts and Notes:

- METAL WALL PANEL RE: SHEET A-6.00
- PARAPET CAP RE: SHEET A-6.00
- WHITE TPO ROOF MEMBRANE OVER SLOPED INSULATION OVER 5/8" SHEATHING ON WOOD FRAME
- 6" GUTTERS AND 4" DOWNSPOUTS RE: SCHEDULE A-6.00
- OVERFLOW DRAIN
- SCUPPER AND 4" DOWNSPOUT RE: SCHEDULE A-6.00
- PARAPET CAP RE: SHEET A-6.00
- CONTINUOUS LINEAR LED LIGHT FIXTURE RE: MEP DWGS
- ROOF ACCESS LADDER WITH SECURITY DOOR MATCH PARAPET COLOR
- FIELD STUCCO RE: SHEET A-6.00
- 2"X12" METAL FIN RE: SHEET A-6.00
- STUCCO MOLD RE: 11/A-9.00
- SCHED. WINDOW RE: SHEET A-2.00
- AVADEK AWNING OR SIMILAR RE: SHEET A-6.00
- ILLUMINATED SIGNAGE RE: SHEET A-14.00
- STUCCO MOLD RE: 12/A-9.00
- FIELD STONE RE: SHEET A-6.00
- AVADEK AWNING OR SIMILAR RE: SHEET A-6.00

Other Labels:

- E, D, C, B, A (Grid Lines)
- ATM
- LEVEL 1

① EAST
1/4" = 1'-0"

 GROUP, INC.		
ARCHITECTURE DESIGN CONSTRUCTION		
15810 PARK TEN PLACE, SUITE 300 HOUSTON, TEXAS 77064 713-465-4650 www.sfggroup.com		
© COPYRIGHT 2025		
 TEXAS FIRST BANK		
TEXAS FIRST BANK - MONTGOMERY 15940 Eva St. Montgomery, TX		
Project Number : 8954		
ISSUED FOR CLIENT APPROVAL		DATE
ISSUED FOR BIDDING		06.25.25
ISSUED FOR PERMIT		
ISSUED FOR CONSTRUCTION		
REVISIONS		
MARK	DESCRIPTION	DATE
<p>The information, ideas, designs, details, layouts, techniques, features, arrangements, plans, sequences, dimensions, annotations, references, corrections, specifications, instructions, technology or embodiments, as illustrated, arranged, displayed, noted, recorded, informed, represented, disclosed, evidenced, detailed or otherwise indicated to tangible form hereby, either expressly, inherently or by implication, are the confidential and proprietary information of SFG Design, Inc., and shall not be used for any purpose other than the specific project or undertaking described on the drawing title block or legend for which they are and have been prepared by SFG Design, Inc. Any other reproduction, disclosure or use of any portion of the confidential and proprietary information of SFG Design, Inc., shall be in breach of the obligation of confidence created by the acceptance of this drawing from SFG Design, Inc. for a specific project or contract. Any copying, duplicating, reproducing, utilizing, altering, modification, revision or change to this drawing is expressly prohibited unless done with the prior written consent or approval of SFG Design, Inc., and shall not be undertaken without receipt of such prior written approval. This drawing is loaned by SFG Design, Inc., for the limited purpose of complying with a specific contract. The drawing remains the property of SFG Design, Inc., and shall be returned upon request or completion of the contract, unless specifically authorized by contract, under which it was loaned.</p>		
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DRAWN BY	CM	SHEET NO.
CHECKED BY	TB	A-6.00
APPROVED BY	TB	



CITY OF MONTGOMERY

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

July 2, 2025

Mayor Countryman
City Council Members

RE: Planning and Zoning Commission Recommendation

Mayor and City Council Members,

On July 1, 2025, the City of Montgomery Planning and Zoning Commission ("the Commission") considered the request for a special use permit for a financial institution with two drive thru lanes and a dedicated lane for a drive up ATM machine at 19940 Eva Street, 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 financial institution with two drive thru lanes and a dedicated lane for a drive up ATM machine at 19940 Eva Street.

The motion passed with a vote of 5-0.

Respectfully,

Corinne Tilley
Code Enforcement Officer
Planning/Zoning Administrator

Montgomery City Council
AGENDA REPORT

Meeting Date: 07/08/2025	Budgeted Amount: NONE
Department: Administration	Prepared By: WGA

Subject

Consideration and Possible Action on the acceptance of a Utility and Economic Feasibility Study Amendment on the BCS Capital development (Dev. No. 2415).

Recommendation

WGA recommends that the City accept the findings in the Utility and Economic Feasibility Study Amendment as presented.

Discussion

The Feasibility Study and supporting documents are attached.

The Developer acquired the 6.591-acre tract adjacent to the previously proposed development. The revised proposed development falls on a 38-acre tract, directly behind Ransom's Steakhouse.

The Developer is proposing a mixed-use development consisting of multi-family and commercial pads. The subject tract is currently zoned both PD – Planned Development, and B – Commercial, and would require rezoning and approval from the Buffalo Springs Architectural Advisory Committee prior to receiving service. The proposed development would also be subject to impact fees for the required public utility extensions related to the project.

As a reminder, the original Feasibility Study was approved by Council on January 28, 2025, and the Amendment was authorized at the May 27, 2025 Council meeting.

Approved By

City Staff	Ruby Beaven	Date: 06/30/2025
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July 2, 2025

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

Re: Feasibility Study Amendment
±6 AC BCS Capital Group, LLC (Dev. No. 2415)
City of Montgomery

Dear Mayor and Council:

As you are aware, as authorized by Council at the May 27, 2025 meeting, WGA completed an update to the Utility and Economic Feasibility Study previously presented at the January 28, 2025 Council meeting for the “32-Ac Multi-Family and Commercial Development” tract. The updates consist of the addition of a 6.591 AC tract to the original 32 AC area, known as the BCS Capital property, and the associated scope and timing of utility and road improvements.

Based on the preliminary land plan provided by the Developer, the full BCS Capital development would consist of a mix of multi-family and commercial pads with the additional 6-acre tract in discussion providing additional commercial pad site users. The final land plan may affect the estimated costs of, and revenues associated with, the development. A copy of the updated preliminary site layout is enclosed as Attachment No. 1.

Water Production and Distribution

Based on the updated preliminary site layout, and information provided by the Developer, the Tract's updated estimated water capacity requirement is 88,725 gpd, an increase of 16,725 gpd from the original 72,000 gpd requirement. This usage assumes the full build out of the proposed commercial tracts, as well as the ultimate usage of the proposed multi-family tract. As mentioned in the initial feasibility study performed for the 32-ac tract, after the completion of the City's Water Plant No. 2 Improvements project currently in construction, the City will have the water capacity to serve the development and existing developments for the next few years but will need additional water plant capacity to serve all existing and proposed developments at full build out.

It is anticipated at this time for the scope of the waterline extensions required to serve the full development to vary from what was outlined in the original feasibility study. While the original study indicated the waterline extension along SH-105 would only extend from Buffalo Springs to the Developer's western property line, the Developer now owns all parcels along SH-105 from Buffalo Springs to CB Stewart. As a result, the scope has been expanded to include the full extension along SH-105 from Buffalo Springs to CB Stewart. The original extension from Buffalo Springs to Lone Star Pkwy remains unchanged. An updated layout is included in Exhibit C and an updated cost estimate reflecting current construction costs is included as Exhibit H.

Exhibit F shows a graphical representation of historical water usage, projected water demand, and water plant capacity. As you will see there is a substantial increase in projected water demand in the scenarios shown. Those scenarios are as follows:

1. A – Ready to Connect: These are developments that are platted, infrastructure accepted, etc. that are ready to connect to the system at any time.
2. B – A Plus in Design/Construction with Agreement: This shows all of the developments in A plus those that the City has development agreements that are actively in the design or construction process.
3. C – B Plus in Feasibility without Agreement: This shows all of the developments in B plus the developments that are actively going through the due diligence process but have not yet entered into a development agreement with the City. This includes developments such as this development Villages of Montgomery, Mia Lago Reserve, and Church of Montgomery.
4. D – C Plus Anticipated Additional Development within the City Limits: This includes everything in C plus tracts that are in the City limits but not actively working through the development process.

As you will see, there is a significant difference in the scenarios, also it is important to note:

1. The timing of developments is a huge factor and this graph is only based on end of year demands and then spread out linearly. Therefore, projects expected to come online late in the year will artificially inflate the projected demand earlier in the year.
2. It is also important to note that there is built in contingency to the projected numbers as our projected flows today show approximately 537,000 gpd but actual flows are 521,000 gpd.
3. Water demand is projected based on information provided by the developer and typically based on industry standards which are intended to be conservative. It is typical to see actual demand come in under this amount, however we plan for the higher.
4. Finally, it is important to note that the water plant capacity is based on Average Daily Flow capacity not peak capacity. For example, the capacity of the water system after the booster pump addition at Water Plant No. 3 is 730,000 gpd average daily flow but can produce in a max day scenario approximately 3,150,000 gpd. That number shown for capacity is limited by a 2.4 peaking factor and we have to assume that the largest booster pump is out of service in the calculation.

Sanitary Sewer Collection and Treatment

Based on the updated preliminary site layout, and information provided by the Developer, the Tract's updated estimated sewer capacity requirement is 73,950 gpd, an increase of 13,950 gpd from the original 60,000 gpd requirement. This usage assumes the full build out of the proposed commercial tracts, as well as the ultimate usage of the proposed multi-family tract. As mentioned in the initial feasibility study performed for the 32-ac tract, the City will have the sanitary sewer capacity to serve the proposed development, existing developments, and committed developments at full build out when the Town Creek WWTP plant project is completed. However, to serve all committed developed as well as those in feasibility, the City will need to begin planning for additional wastewater treatment plant upsizing in the next few years.

It is anticipated at this time for the scope of the sanitary sewer extensions required to serve the full development to vary from what was outlined in the original feasibility study. The original study indicated the sanitary sewer would extend from Buffalo Springs to the Developer's western property line and from

the manhole on CB Stewart to the Developer's northern property line. Now the Developer owns all parcels along SH-105 from Buffalo Springs to CB Stewart. With the addition of the 6-ac tract, the scope has been changed to include the full extension along SH-105 from Buffalo Springs to CB Stewart and the extension from the intersection of SH-105 and Buffalo Springs approximately 1,000 linear feet North adjacent to Buffalo Springs. The City will design the portion along SH-105 at the expense of the Developer. The Developer will be responsible for the design of the sanitary sewer along Buffalo Springs Dr. to serve the multi-family portion of the development. An updated layout is included in Exhibit D and an updated cost estimate reflecting current construction costs is included as Exhibit H.

Exhibit G shows a graphical representation of historical sanitary sewer flow, projected demand, and wastewater treatment plant capacity. As you will see there is a substantial increase in projected sanitary sewer demand in the scenarios shown. Those scenarios are as follows:

1. A – Ready to Connect: These are developments that are platted, infrastructure accepted, etc. that are ready to connect to the system at any time.
2. B – A Plus in Design/Construction with Agreement: This shows all of the developments in A plus those that the City has development agreements that are actively in the design or construction process.
3. C – B Plus in Feasibility without Agreement: This shows all of the developments in B plus the developments that are actively going through the due diligence process but have not yet entered into a development agreement with the City. This includes developments such as this development Villages of Montgomery, Mia Lago Reserve, and Church of Montgomery.
4. D – C Plus Anticipated Additional Development within the City Limits: This includes everything in C plus tracts that are in the City limits but not actively working through the development process.

As you will see, there is a significant difference in the scenarios, also it is important to note:

1. The timing of developments is a huge factor, and this graph is only based on end of year demands and then spread out linearly. Therefore, projects expected to come online late in the year will artificially inflate the projected demand earlier in the year.
2. It is also important to note that there is built in contingency to the projected numbers as our projected flows today show approximately a flow of 303,000 gpd but actual flows are 297,000 gpd.
3. Sewer demand is projected based on information provided by the developer and typically based on industry standards which are intended to be conservative. It is typical to see actual demand come in under this amount, however we plan for the higher.

Paving and Traffic Planning

Based on the updated preliminary site layout, the additional 6-acre tract is expected to experience heavy truck traffic from a minimum of 5 retail users, as well as the 4 driveway connections shown on the attached preliminary site plan. The Developer will be required to submit a Traffic Impact Analysis (TIA) and a fund Geotechnical Report to provide pavement recommendations for the additional traffic to these roadways. The ultimate scope of the required roadway improvements shall be based on the results of the reports and analysis provided. The following recommendations are based on the initial information provided from the Developer and are subject to change based on the results of the subsequential TIA and Geotechnical Report.

At this time, it is our understanding that the developer is proposing 4 driveway connections for the commercial portion of the development and the 1 driveway connection for the multi-family portion to CB Stewart Dr. Based on the preliminary site plan, there is an expected addition of heavy truck traffic a minimum of 5 retail users as well as the secondary entrance of the multi-family portion of the development. It is recommended for the Developer to reconstruct all or a portion of, CB Stewart from the northern right-of-way of SH-105 to the intersection of CB Stewart and Buffalo Springs Drive to a material that is sufficient to handle the expected increased traffic from the proposed commercial pad sites and multi-family complex.

Two pavement reconstruction options were evaluated for CB Stewart Drive: asphalt and concrete. The consideration for both options reference recommendations made in the Buffalo Springs geotechnical report as the roadways are assumed to have similar original pavement material. Our preliminary cost estimates show potential costs for the roadway improvements range from \$800,000 to \$2,400,000 depending scope and material recommendations for the roadway. As a reminder, this cost is subject to change based on findings from a site-specific TIA and geotechnical report to be completed by the Developer.

Additionally, based on conversations from the City and the Developer during the execution of the Memorandum of Understanding (MOU) for the development, we have updated the costs for the proposed improvements of Buffalo Springs from the northern boundary of the Home Depot Development to the intersection of Buffalo Springs and CB Stewart Dr. to include construction of a roundabout. This brings the updated costs for concrete pavement to the roadway and roundabout to \$1,484,000, which includes construction costs, contingencies and all related engineering fees.

Development Costs

The Developer will need to engineer and construct the onsite water, sanitary sewer, paving, and drainage facilities to serve the proposed Tract. The Developer will also be responsible for the costs of all offsite utility and/or paving facilities to serve the tract. The Developer will also need to pay water and wastewater impact fees to the City. The impact fees will be assessed at the time of recordation of the final plat and collected prior to receiving water and sanitary sewer taps. Enclosed in Exhibit F of the original Feasibility Study are the 2023 Revisions to the Montgomery Impact Fee Analysis Report. The estimated ADF provided by the developer requires the equivalent use of (1) 3- inch water tap for the large commercial reserve, (7) 2 – inch water taps for commercial pad sites and (1) 6 – inch tap for Multi-Family per Exhibit F of the original Feasibility Study. These sizes are based on our best judgment and are subject to change based on the Developer’s final land plan and timing of the final plat.

An escrow agreement has been Executed by the Developer and the City, and funds have been deposited to cover the cost of this feasibility study. An estimated additional initial deposit of \$54,000, as seen in Exhibit G, will be required to cover the City’s remaining expenses for the development, which includes administrative costs, legal fees, plan reviews, developer and construction coordination, and construction inspection for the private site work and the inspection services of the proposed Buffalo Springs sanitary sewer inspection. This is with the assumption that the development will require 3 plan reviews and is constructed as one phase. The fees calculation can be seen in Exhibit G of the original Feasibility Study.



These additional funds must be deposited into the escrow prior to any work being completed by the City, and do not include the engineering costs associated with the design of the offsite improvements.

Below is a summary of the estimated total costs of potential projects that could be associated with the development:

Escrow Account	\$54,000
Cost of Public Infrastructure Improvements (CB Stewart)	\$800,000- 2,400,000
Cost of Public Infrastructure Improvements (Buffalo Springs)	\$1,484,000
Cost of Public Infrastructure Improvements (Linear Utilities)	\$1,233,600
Water Impact Fee	\$371,393
Wastewater Impact Fee	\$356,317
Total Estimated Costs	\$4,299,310 - \$5,899,310

The cost included in this feasibility study does not include engineering costs associated with each individual commercial pad build out. Individual escrow deposits for each commercial pad site will be calculated at the time of development. Additionally, the cost shown for the public infrastructure improvements related to the linear utilities are based on a pro rata share of the total linear footage of linear utilities to service the proposed tract.

Financial Feasibility

The Developer estimates the total assessed value (A.V.) at full development to be approximately \$166,443,018.00. Based on the estimated total A.V. and assuming 95% collection, the in-city development would generate approximately \$153,377.24 per year in debt service revenue, and approximately \$479,106.23 per year in operations and maintenance revenue. These estimates are based on the City's \$0.0970/\$100 valuation debt service tax rate and the \$0.3030/\$100 valuation Operations & Maintenance (O&M) tax rate.

If you have any questions or comments, please contact me.

Sincerely,

Chris Roznovsky, PE
City Engineer

CVR/crs

Z:\00574 (City of Montgomery)\148 BCS Capital\Feasibility Study\Amendment\BCS Capital Feasibility Study Amendment.docx

Exhibits: A.1 Preliminary Land Use Plan (Commercial)



A.2 Preliminary Land Use Plan (Multi-Family)

B. Boundary & Road Improvements

C. Public Waterline Improvements

D. Public Sanitary Sewer Improvements

E. EOPC – Linear Utilities

F. Water Demand Projections

G. Wastewater Demand Projections

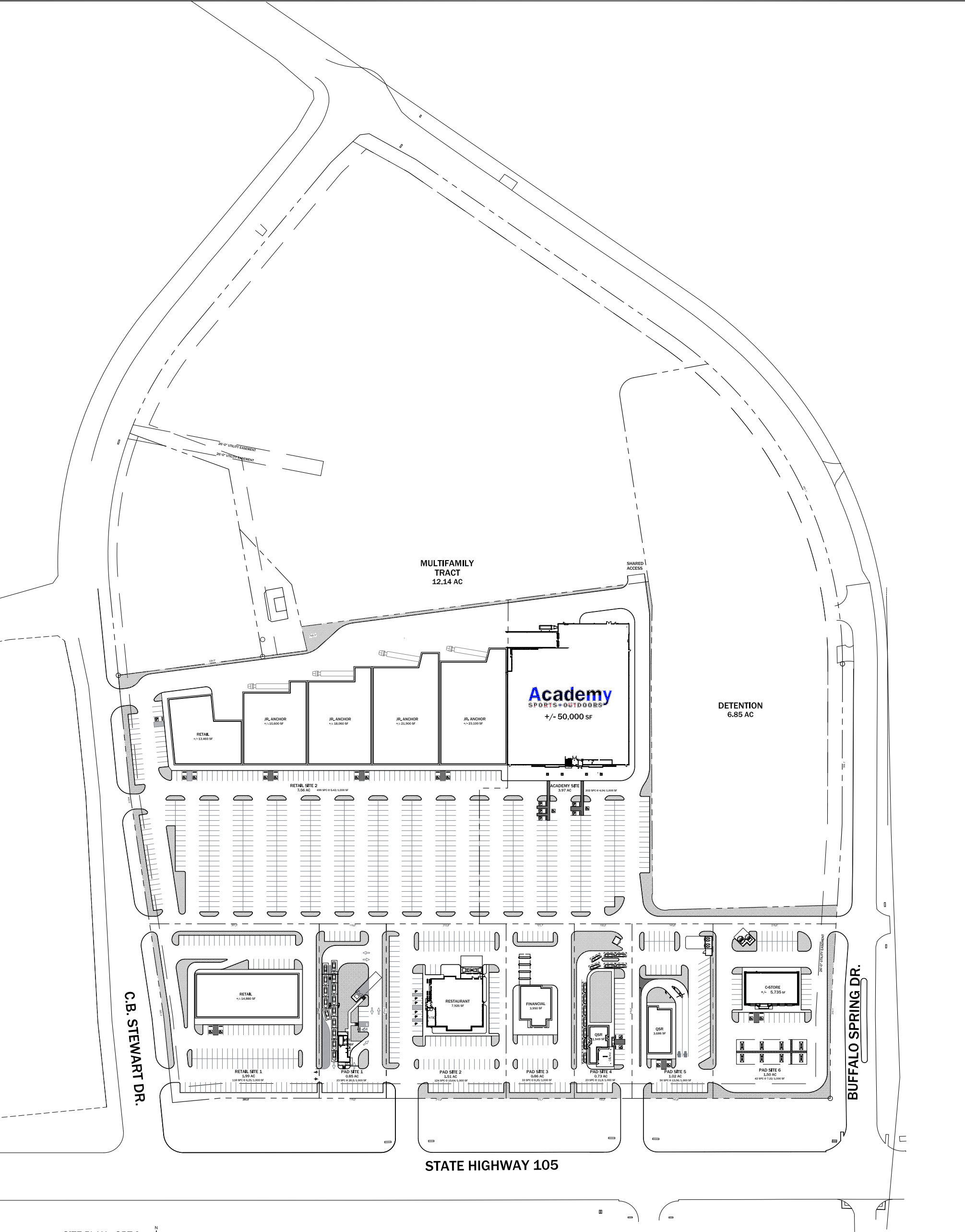
H. Escrow Agreement Calculation

I. January 2025 BCS Capital Group Feasibility Study

Cc (via email): Mr. Brent Walker – City of Montgomery, City Administrator

Ms. Ruby Beaven – City of Montgomery, City Secretary

Ms. Corinne Tilley – City of Montgomery, Code Enforcement Officer and Planning & Zoning Administrator



01 SITE PLAN - OPT 2
SCALE: 1" = 50'-0"

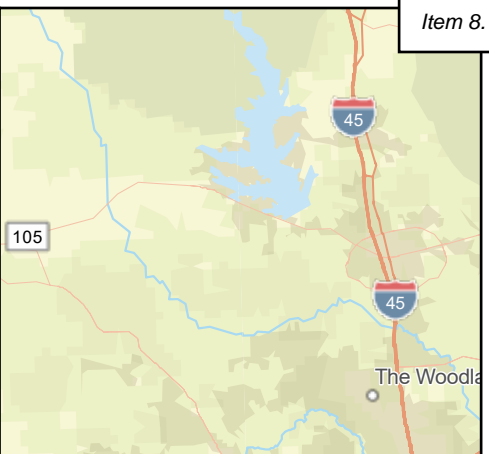
BUFFALO SPRINGS DR. APARTMENTS																					Item
UNIT																		TOTALS			
UNIT TYPE	DESCRIPTION	NET SQ. FT.	GROSS SQ. FT.	BLDG NO	1	2	3	4	5	6	7	8	9	10	11	No of Units	NET SQ. FT. PER UNIT TYPE	GROSS SQ. FT. PER UNIT TYPE	TOTAL UNITS	%	
				BLDG TYP.	I	I	II	II	I	I	I	I	II	I	II						
A0	1 BED / 1 BATH	719	719		6	6	12	12	6	6	6	6	12	6	12	90	64,710	64,710	192	62%	
A1	1 BED / 1 BATH	812	812		6	6	12	12	6	6	6	6	12	6	12	90	73,080	73,080			
A1A	1 BED / 1 BATH	794	794		0	0	3	3	0	0	0	0	3	0	3	12	9,528	9,528			
B1	2 BED / 2 BATH	1,077	1,077		6	6	9	9	6	6	6	6	9	6	9	78	84,006	84,006	120	38%	
B1A	2 BED / 2 BATH	1,121	1,121		3	3	0	0	3	3	3	3	0	3	0	21	23,541	23,541			
B1B	2 BED / 2 BATH	1,153	1,153		3	3	0	0	3	3	3	3	0	3	0	21	24,213	24,213			
					24	24	36	36	24	24	24	24	36	24	36	312	279,078	279,078	312	100%	
AVERAGE UNIT SIZE		894																			
PARKING PROVIDED		497	(50 GARAGES)																		
PARKING RATIO		1.59																			



1 SITE PLAN
1"=50'-0"

PRELIMINARY SITE PLAN - BUFFALO SPRINGS DR APARTMENTS
MONTGOMERY, TEXAS - MORGAN GROUP

MEEKS PARTNERS
16000 Memorial Drive
Suite 100
Houston, Texas 77079
281558.8787



Legend

- BCS Capital Additional Tract (6 AC)
- BCS Capital Tract (32 AC)
- Road Improvement Area (CB Stewart)
- Road Improvement Area (Buffalo Springs)
- Mountable Curb
- Center Median
- Proposed Divided Median
- Tax Parcel

0 325 650
ft

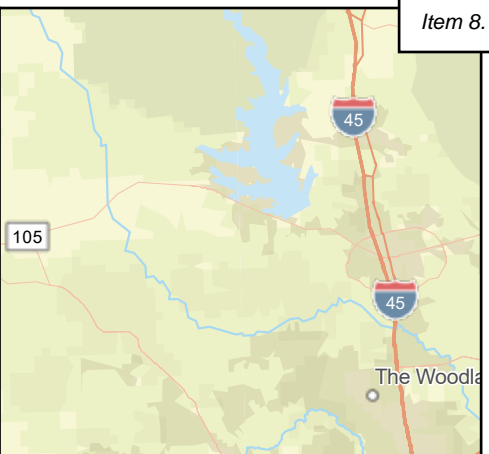
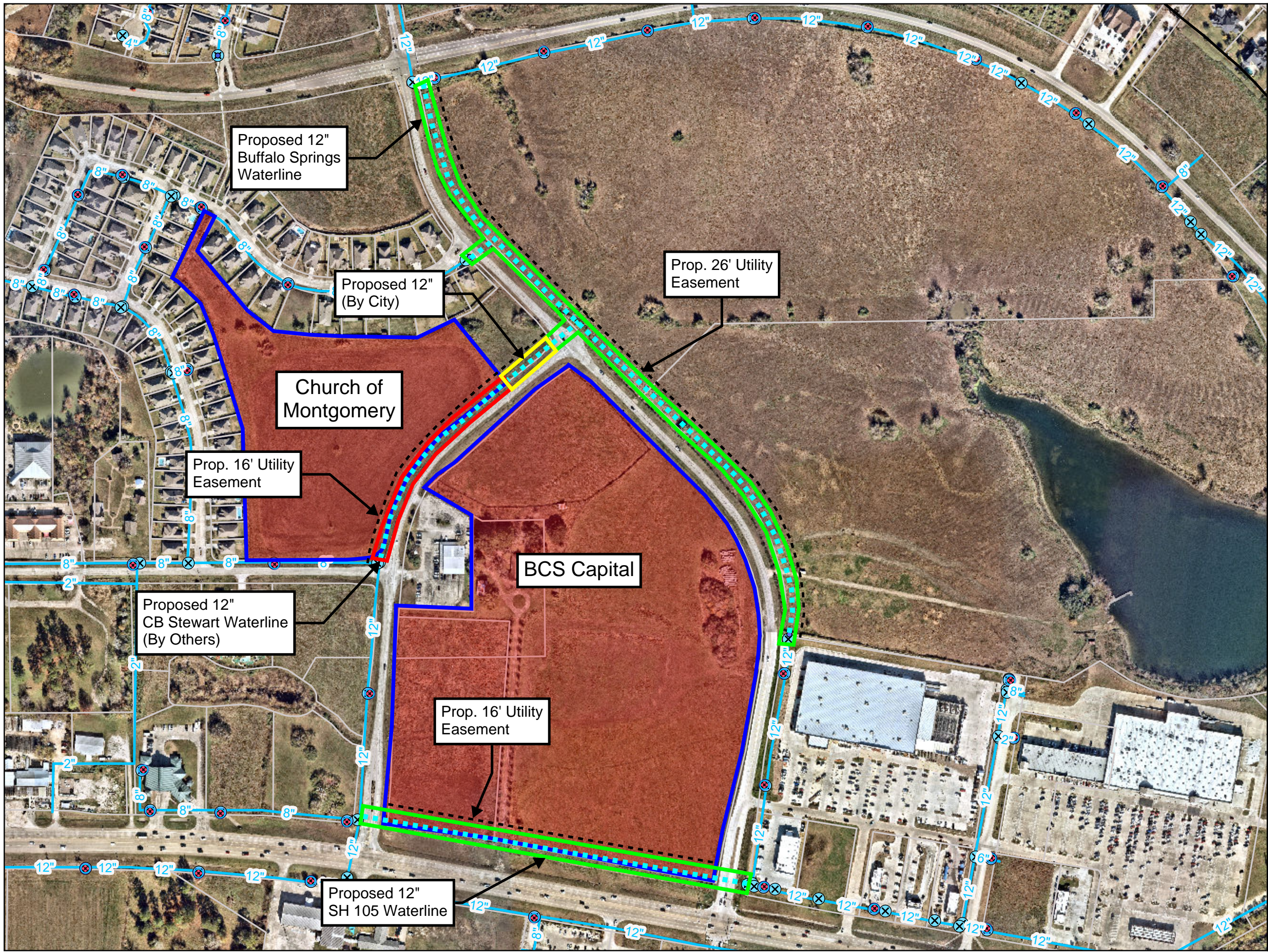
EXHIBIT B:
Boundary & Road
Improvements

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

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Legend

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

Water

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

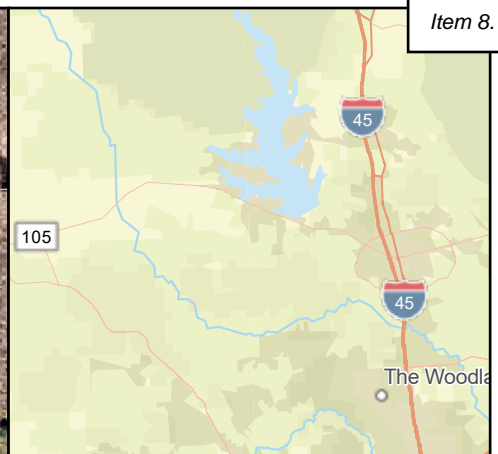
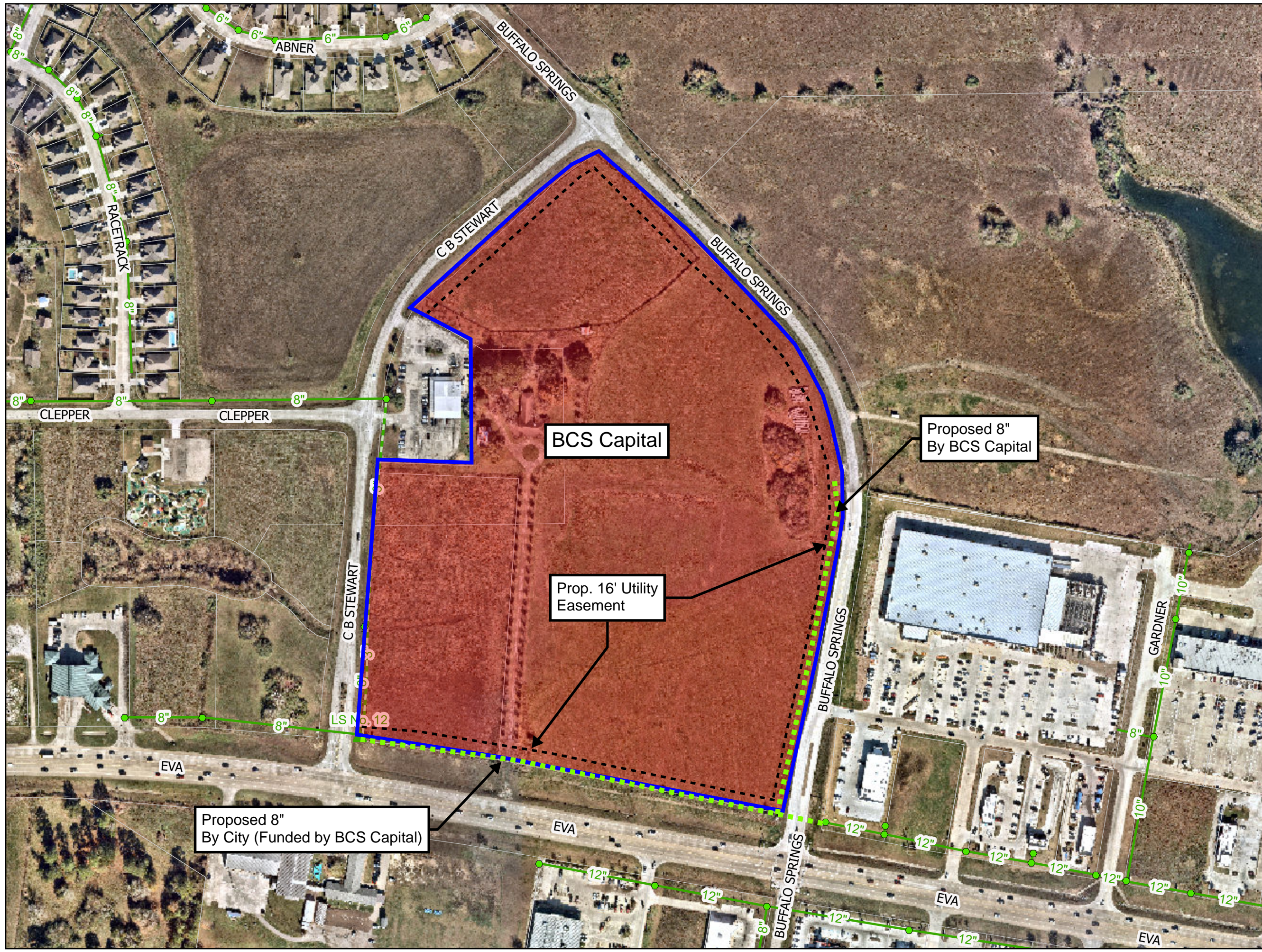
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ft

EXHIBIT C: 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.





Legend

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

Sanitary Sewer

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

0 0.05 0.1
mi

EXHIBIT D:
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

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Preliminary Cost Estimate
Buffalo Springs and CB Stewart Public Infrastructure Improvements
City of Montgomery
7/2/2025

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, and Bidding					\$ 80,000
Construction Administration and Inspection					\$ 45,000
Fees and Expenses					\$ 5,000
Construction Materials Testing					\$ 15,000
Total					\$ 1,447,000
Church of Montgomery Pro Rata Share					\$ 170,700
BCS Capital Pro Rata Share					\$ 1,233,600
City Pro Rata Share					\$ 42,700

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.

Exhibit F:
Water Demand Projections
July 2, 2025

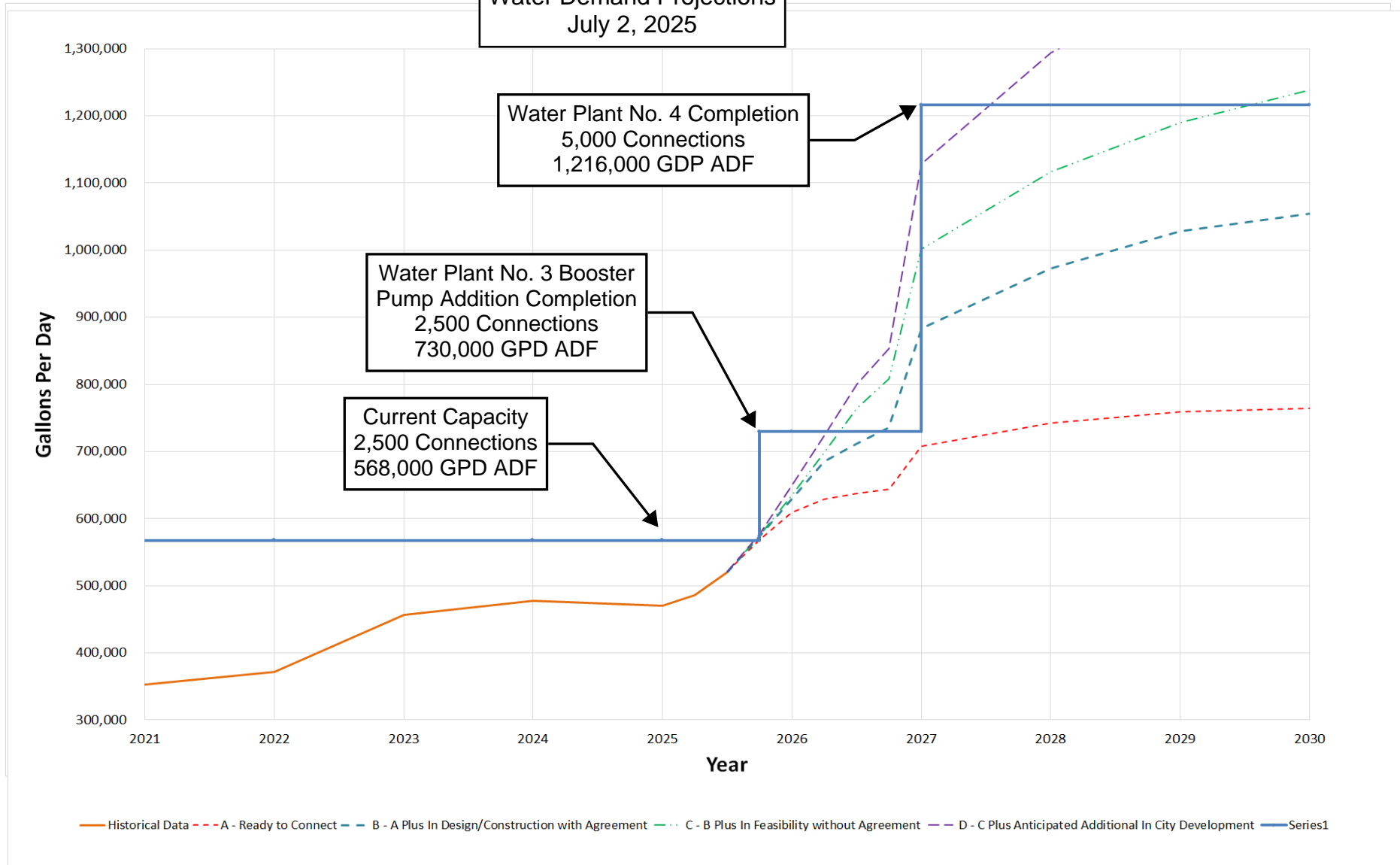
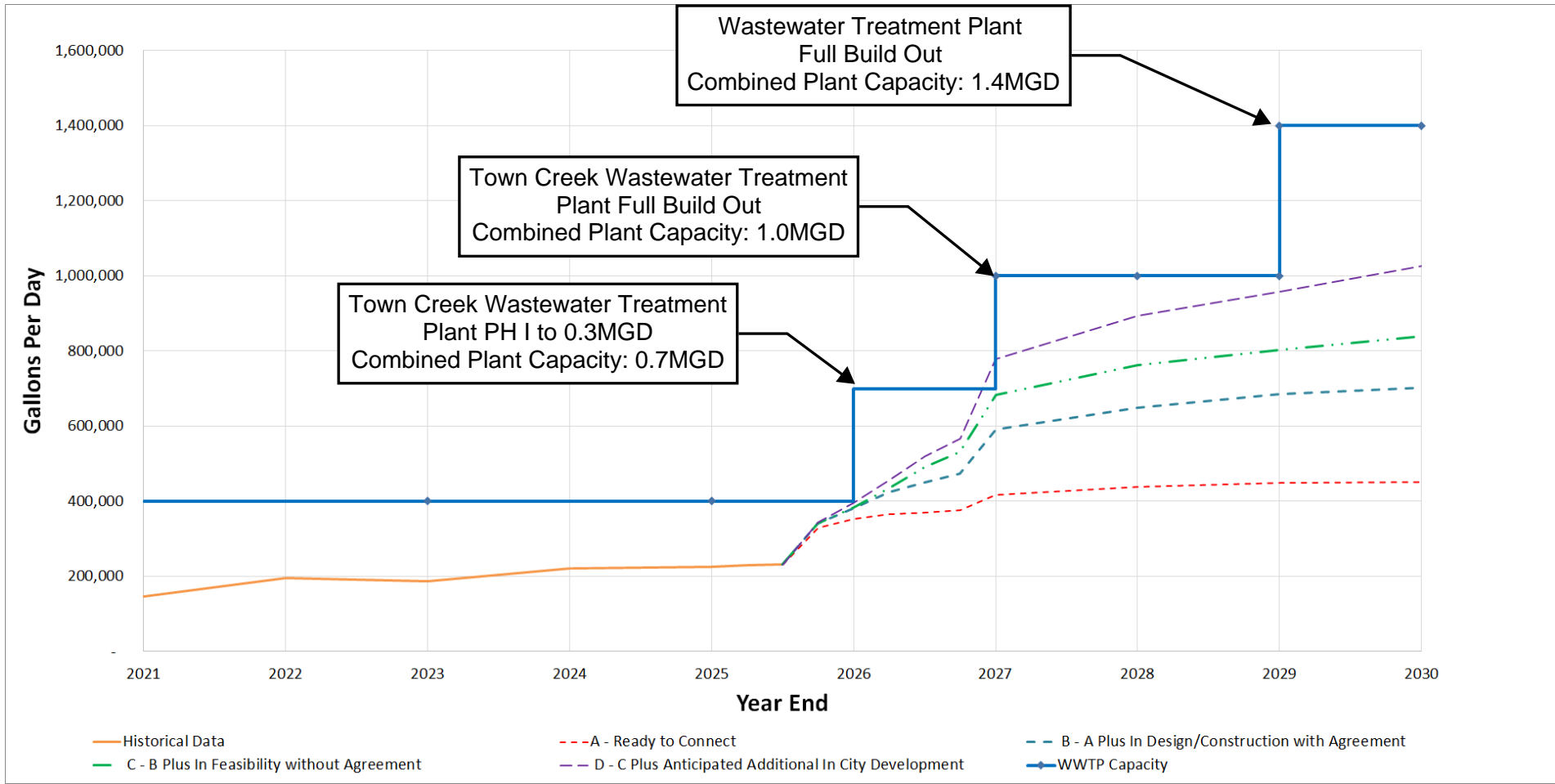


Exhibit G:
Wastewater Demand Projections
July 2, 2025



ESCROW AGREEMENT, SECTION 2.03 ATTACHMENT

BY AND BETWEEN

THE CITY OF MONTGOMERY, TEXAS,

AND

BCS Capital

Dev. No. 2415

THE STATE OF TEXAS ⤵

COUNTY OF MONTGOMERY ⤵

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

Administration	\$ 5,000
City Attorney	\$ 5,000
City Engineer	
Developer Coordination	\$ 5,000
Plan Reviews	\$ 4,000
Construction Coordination and Inspection	\$ 15,000
Warranty Inspection	\$ 2,000
<hr/>	
TOTAL	\$ 54,000

- Note:**
- 1. Any changes to the site plan or phasing of the project may result in changes to the cost to the City. In that event, additional deposits would be required by the Developer.
 - 2. Plan review costs only include the overall site for mass grading, detention, and on-site utilities. Additional reviews for the individual commercial pad sites, and the multi-family portion will require additional deposits upon submission of plans.

EXHIBIT K: January 2025 BCS Capital Group Feasibility Study

32-Ac Multi-Family and Commercial Development
BCS Capital Group, LLC
FEASIBILITY STUDY
(Dev. No. 2415)

FOR
THE CITY OF MONTGOMERY



WGA PROJECT NO. 00574-149-00

January 2025

PREPARED BY

WGA

OVERVIEW

- 1 Executive Summary
- 2 Introduction
- 3 Analysis

Exhibits:

- A: Tract Location
- B: Zoning Map
- C: Utility Layout
- D: Preliminary Site Plan
- E: Water and Wastewater Usage Projection
- F: City of Montgomery Impact Fee Table
- G: Escrow Calculation
- H.1: (Public Infrastructure Improvements Cost Estimate – Linear Utilities)
- H.2: (Public Infrastructure Improvements Cost Estimate – CB Stewart Dr.)
- H.3: (Public Infrastructure Improvements Cost Estimate – Buffalo Springs Dr.)
- I: Development Flow Chart

1 EXECUTIVE SUMMARY

BCS Capital Group, LLC (the “Developer”) has requested the City of Montgomery (the “City”) to perform a feasibility study for the City to serve a mixed-use development on a 32-acre tract along SH-105 west of Buffalo Springs Dr., also referred to as the BCS Capital tract. The tract is located within City limits and would not need to be annexed prior to receiving utility service.

Based on the preliminary land plan provided by the Developer, this development would consist of a mix of multi-family and commercial pads. The final land plan may affect the estimated costs of, and revenues associated with, the development.

The analysis shows that after the completion of the City’s Water Plant No. 2 Improvements project currently in construction, the City will have the water capacity to serve the development and existing developments for the next few years but will need additional water plant capacity to serve all existing and proposed developments at full build out.

The analysis also shows that the City will have the sanitary sewer capacity to serve the proposed development, existing developments, and committed developments at full build out when the Town Creek WWTP plant project is completed. However, to serve all committed developed as well as those in feasibility, the City will need to begin planning for additional wastewater treatment plant upsizing in the next few years.

The estimated total costs of potential projects that could be associated with the development are:

Escrow Account	\$22,000
Cost of Public Infrastructure Improvements (CB Stewart)	\$723,400
Cost of Public Infrastructure Improvements (Buffalo Springs)	\$990,200
Cost of Public Infrastructure Improvements (Linear Utilities)	\$1,081,000
Water Impact Fee	\$348,354
Wastewater Impact Fee	\$334,213
Total Estimated Costs	\$3,499,167

The cost for the related public infrastructure totals \$2,794,600, which accounts for all of the required improvements within the region of the proposed development. The scope and costs of the public infrastructure improvements related to the BCS Capital development will be outlined in a Development Agreement, that both the City and Developer agree to.

Based on information provided by the Developer the estimated total assessed valuation for the development would be approximately \$97,000,000.00 at full build out. Based on the City's current tax rate (\$0.0970 debt service and \$0.3030 for operations and maintenance) and an assumed 95% collection rate, the development will bring in approximate tax revenues as shown below:

Debt Service	\$ 89,385.50
Operations and Maintenance	\$ 279,214.50
Total Estimated Annual Tax Revenue	\$ 368,600.00

1 INTRODUCTION

This undeveloped tract is located along SH-105 just west of Buffalo Spring Dr. and falls entirely within the City limits.

The Tract's boundary in relation to the City's surrounding facilities is enclosed as **Exhibit A**. A preliminary site plan is enclosed as **Exhibit D** and indicates the Developer's intentions to develop this 32-acre tract. In total, the future development will consist of 1 – Multi-Family reserve (17.19 acres), 7 – Commercial reserves (11.35 acres) and approximately 3 acres of detention.

As shown in **Exhibit B**, the tracts are currently zoned B – Commercial and PD – Planned Development and would require rezoning approvals prior to service. Based on the preliminary land plan, the proposed development consists of multi-family and commercial. Since the proposed multi-family portion of the development falls partially within the Planned Development District, it will require additional approval from the Buffalo Springs Architectural Control Committee. All the referenced approvals would be required prior to receiving service from the City.

2 ANALYSIS

Water Production and Distribution

The City has begun the construction of a water plant improvements project at the existing Water Plant No. 2 to restore the capacity of the City's water system. Upon completion, the City will have three (3) active water wells and two existing water plants with a capacity of 2,500 connections or 568,000 gallons per day per Texas Commission on Environmental Quality ("TCEQ") requirements. The City is currently bidding for the design of future Water Plant No. 4 that includes an elevated storage tank and an additional Jasper aquifer water well. The project is expected to be constructed in 2026.

The current average daily flow ("ADF") in the City is approximately 437,261 gpd. Inclusive of existing connections, ultimate future projected connections within current platted developments, and developments that are currently in design, the City has committed approximately 812,491 gpd and 2,167 connections. A copy of the updated water usage projections is included as **Exhibit E**. Once the Water Plant No. 2 Improvements Project is complete, the City will have committed approximately 143% of the total ADF capacity and 87% of the connection capacity.

The City has recently authorized their engineer to complete the design and bid for the Water Plant No. 3 Booster Pump Addition project. The scope of the project includes adding a 4th booster pump at the water plant. The proposed improvements would increase the City's ADF capacity to 730,000 gpd and a connection count of 2,500. Once completed with the construction of the booster pump addition the City would have committed 111% of the total ADF capacity.

Based on the preliminary site layout, and information provided from the Developer, the Tract's estimated water capacity requirement is approximately 72,000 gpd. This usage assumes the full build out of the proposed commercial tracts, as well as the ultimate usage of the proposed multi-family tract. The proposed usage of this development will not impact the City all at one time, as the property will undergo a build-out period. Inclusive of existing connections, platted developments, developments currently underway, other developments in feasibility, and this development, the City will have committed approximately 1,325,063 gpd and 2,834 connections or 181% of the total ADF capacity and 113% of the connection capacity at full build out. Based on the projections shown in **Exhibit E**, the City would need additional water plant capacity in mid-2025 which can be achieved by the booster pump addition previously mentioned.

Additionally, the City is currently bidding for engineer firms to complete the design of their Water Plant No. 4 project. The scope of the project includes the construction of a 500,000-gallon elevated storage tank and 1,000gpm water well in the Jasper aquifer. The completion of this project will provide the City with an additional 600,000gpd in well capacity. With the addition of Water Plant No. 4, the City will have sufficient water production capacity to service this development and all other planned developments that are currently in design or feasibility.

The Developer will be responsible for the extension of an off-site 12" waterline from the existing waterline ending on Buffalo Springs Dr. to Lone Star Pkwy as well as the extension of a 12" waterline along the frontage of their property adjacent to SH-105 from Buffalo Springs to the western portion of their property boundary. This line will eventually continue to the existing 12" waterline along CB Stewart once the

adjacent property develops. This portion of the waterline will be the responsibility of the adjacent property owner to complete. The Developer will be responsible for all costs associated with the required off-site public waterline extension to serve their development, which will be designed by the City Engineer. The cost shown for all of the proposed improvements are shown in **Exhibit H.1**.

The Developer is responsible for providing engineered plans and specifications for the on-site improvements to serve the proposed development to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council and development approvals and permits.

Sanitary Sewer Collection and Treatment

The City's existing wastewater facilities include 19 public lift stations and two (2) wastewater treatment plants (one of which is currently decommissioned). The Stewart Creek Wastewater Treatment Plant (TPDES Permit No. WQ0011521001) has a permitted capacity of 400,000 gpd. The current ADF at the Stewart Creek Wastewater Treatment Plant is 233,500 gpd or 58%.

Inclusive of existing connections, platted developments, and developments which are in design or under construction, the City has committed approximately 477,519 gpd or 119% of existing permitted capacity at full build out. Based on projected build out, we do not expect to exceed our permitted capacity until Q1 2026 based on a conservative estimate of our projected wastewater flow for this year. Based on our actual flow we do not expect to exceed current plant capacity until Q3 2027. A copy of the wastewater usage projections is included as **Exhibit E**.

Based on the City's historical usage for similar types of development and information from the Developer, the Tract's estimated sanitary sewer capacity requirement is 60,000 gpd (1,800,000 gallons per month) at full build out. This number assumes the full build out of the proposed commercial tracts, as well as the ultimate usage of the proposed multi-family tract. The proposed usage of this development will not impact the City all at one time, as the property will undergo a build-out period. Inclusive of existing connections, platted developments, developments currently underway, other developments in feasibility, and this development, the City will have committed 850,400 gpd or 212% of existing permitted capacity.

The TCEQ requires the City to initiate design of a wastewater treatment capacity expansion when the ADF exceeds 75% of the City's 400,000 gpd permitted capacity (300,000) for 3 consecutive months. Based on our conservative estimates this is expected to occur in Q3 of 2025. Anticipating this requirement to be triggered, the City has selected Halff Associates to complete the design of a 0.3 MGD WWTP to replace the existing Town Creek WWTP that is currently decommissioned. Additionally, the TCEQ requires the commencement of the construction phase of the expansion after 3 consecutive months of ADF exceeding 90% of the permitted capacity (360,000 gpd). This is expected to occur in Q4 of 2026. Halff Associates plans to be complete with design of the 0.3 MGD Town Creek WWTP in late 2025. Based on the projected based of development shown in **Exhibit E**, the City would exceed 700,000 gpd capacity in Q3 2027. This assumes the City adds an additional 1,800 connections. Dependent on the actual pace of development within the City, the City is prepared to move forward with the Phase II expansion to the Town Creek WWTP to increase the total treatment capacity to 1,000,000 gpd.

The Developer will be responsible for the extension of an off-site 8" gravity sanitary sewer line from the

existing sanitary sewer manhole on CB Stewart Dr. to the northern property line of their development. The Developer will also be responsible for the extension of an off-site 8" gravity sanitary sewer from the existing sanitary sewer manhole at the Buffalo Springs and SH-105 intersection to the western portion of their property. This line will eventually continue and connect to existing Lift Station No. 12 once the adjacent property develops and will be the responsibility of the adjacent property owner to complete. The Developer will be responsible for all costs associated with the required off-site public sanitary sewer extensions to serve their development, which will be designed by the City Engineer. The cost shown for all of the proposed improvements are shown in **Exhibit H.1**.

The ultimate alignment of sanitary sewer lines interior to the Tract will depend on the final land plan of the proposed development. These sanitary sewer lines will need to be placed within public utility easements located along the public ROW or placed within the public ROW interior to the development and constructed per all applicable City and TCEQ design criteria.

The Developer will also need to coordinate the installation of sanitary sewer tap(s) into the public system with the City's Department of Public Works and will be responsible for all costs associated with said work.

Drainage

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

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

Paving and Traffic Planning

Per the current preliminary land plan, the Developer is proposing one (1) connection to CB Stewart Dr., one (1) connection to Buffalo Springs Dr. and improvements to one (1) existing driveway to SH-105. Based on the project traffic flow, the Developer will be required to submit a Traffic Impact Analysis to show how the proposed connections will impact traffic on these City streets and State Highway 105 at full build out.

Based on the final land plan, the Developer may be required to provide improvements to CB Stewart Dr. and or Buffalo Springs Dr. to accommodate for the added traffic to the two City roadways. Preliminary Cost Estimates for both the repaving of CB Stewart, including the addition of 5' sidewalks, and the repaving of Buffalo Springs Dr. are included as **Exhibits H.2 and H.3**.

The Developer will also be responsible for obtaining all required TxDOT permits for the driveway connection to SH-105.

Development Costs

The Developer will need to engineer and construct the onsite water, sanitary sewer, paving, and drainage facilities to serve the proposed Tract. The Developer will also be responsible for the costs of all offsite utility and/or paving facilities to serve the tract. These required improvements and associated costs will be outlined in a Development Agreement which will be executed by both the Developer and the City.

The Developer will also need to pay water and wastewater impact fees to the City. The impact fees will be assessed at the time of recordation of the final plat and collected prior to receiving water and sanitary sewer taps. Enclosed as **Exhibit F** are the 2023 Revisions to the Montgomery Impact Fee Analysis Report. The estimated ADF provided by the developer requires the equivalent use of (1) 3- inch water tap for the large commercial reserve, (6) 2 – inch water taps for commercial pad sites and (1) 6 – inch tap for Multi-Family per **Exhibit F**. These sizes are based on our best judgment and are subject to change based on the Developer’s final land plan.

An escrow agreement has been Executed by the Developer and the City, and funds have been deposited to cover the cost of this feasibility study. An estimated additional \$22,000 will be required to cover the City’s remaining expenses for the development, which includes administrative costs, legal fees, plan reviews, developer and construction coordination, construction inspection, and one year warranty expenses. This is with the assumption that the development will require 3 plan reviews and is constructed as one phase. The fees calculation can be seen in **Exhibit G**. These additional funds must be deposited into the escrow prior to any work being completed by the City, and do not include the engineering costs associated with the design of the offsite improvements.

Below is a summary of the estimated total costs of potential projects that could be associated with the development:

Escrow Account	\$22,000
Cost of Public Infrastructure Improvements (CB Stewart)	\$723,400
Cost of Public Infrastructure Improvements (Buffalo Springs)	\$990,200
Cost of Public Infrastructure Improvements (Linear Utilities)	\$1,081,000
Water Impact Fee	\$348,354
Wastewater Impact Fee	\$334,213
Total Estimated Costs	\$3,499,167

The cost included in this feasibility study does not include engineering costs associated with each individual commercial pad build out. Individual escrow deposits for each commercial pad site will be calculated at the time of development.

Additionally, the cost for the related public infrastructure totals \$2,794,600, which accounts for all of the required improvements within the region of the proposed development. The scope and costs of the public infrastructure improvements related to the BCS Capital development will be outlined in a Development Agreement, that both the City and Developer agree to.

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

Financial Feasibility

The Developer estimates the total assessed value (A.V.) at full development to be approximately \$97,000,000.00 Based on the estimated total A.V. and assuming 95% collection, the in-city development would generate approximately \$89,385.50 per year in debt service revenue, and approximately \$279,214.50 per year in operations and maintenance revenue. These estimates are based on the City's \$0.0970/\$100 valuation debt service tax rate and the \$0.3030/\$100 valuation Operations & Maintenance (O&M) tax rate.

Next Steps

If the Developer decides to move forward with the proposed development, the Developer will be required to enter into a Development Agreement that outlines financing/funding mechanisms, impact fees, and any other specific terms that need to be defined. Once completed, the Developer would be responsible for submitting and getting approval for their rezoning application, preliminary and final plats, private site civil drawings, and deposit of funds for the proposed public infrastructure improvements. The Development timeline is outlined in **Exhibit I** of the report.

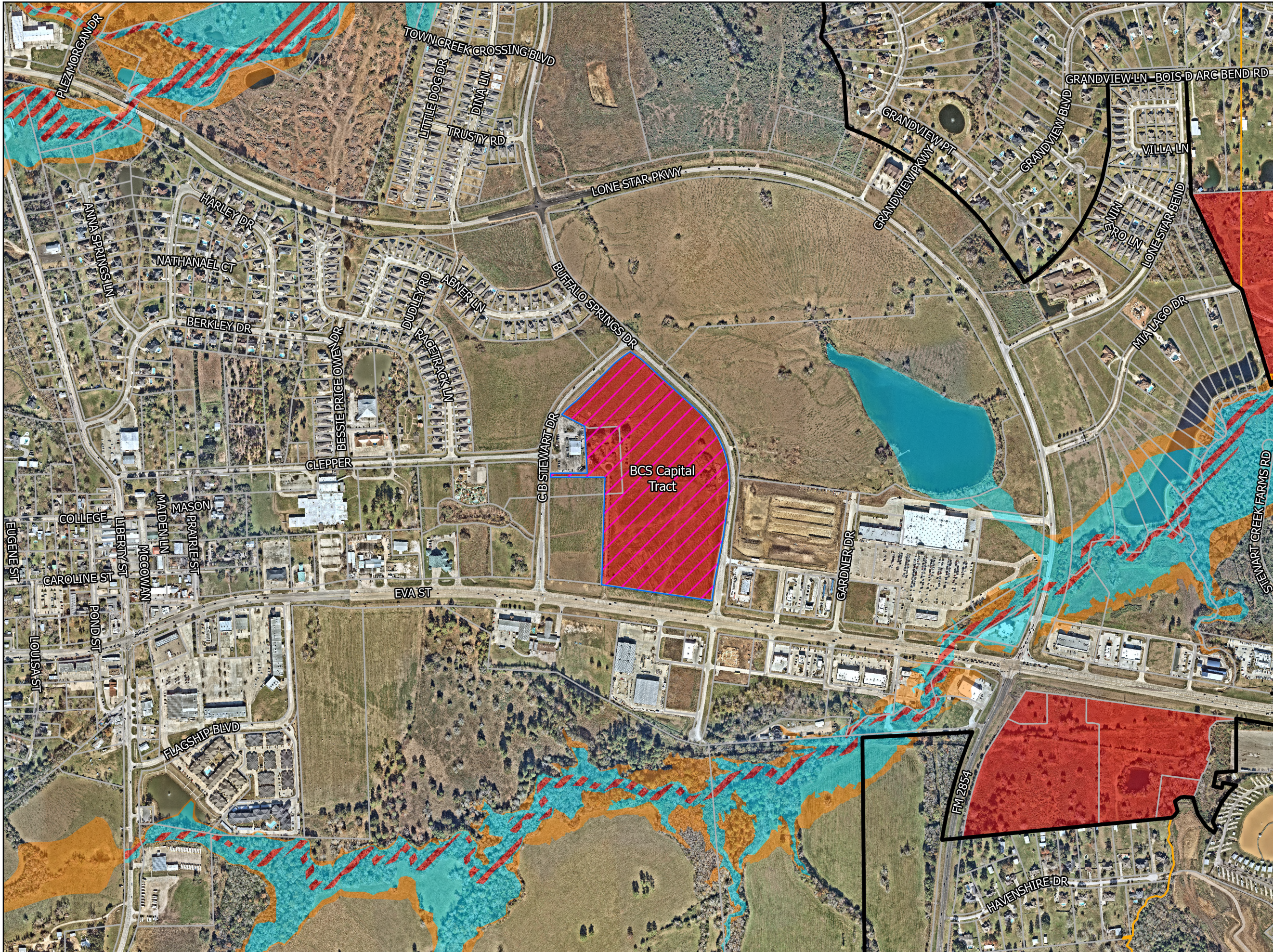
This report is our engineering evaluation of the funds required to complete the anticipated future capital improvement for this Tract and of the potential increase in tax revenue to the City. This report is not intended to be used for the issuance of municipal financial products or the issuance of municipal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

Thank you for the opportunity to complete this feasibility study and offer our recommendations. Please contact me or Katherine Vu, P.E., CFM, should you have any questions.

Sincerely,



Chris Roznovsky, PE,
City Engineer



- Legend**
- City Limits
 - City ETJ
 - Tax Parcel
 - Tract Boundary
- Ongoing Developments**
- In Design/Construction
 - Planning/Feasibility
- Flood Hazard Zones**
- Regulatory Floodway
 - 1% Annual Chance Flood Hazard
 - 0.2% Annual Chance Flood Hazard

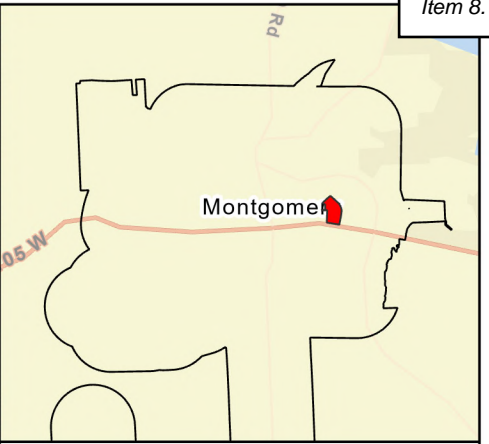
Exhibit A Tract Location

Feasibility Study



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.





Legend

- City Limits
- Tax Parcel
- Tract Boundary

Zoning

- B - Commercial
- ID - Industrial
- I - Institutional
- R2 - Multi-Family
- PD - Planned Development
- R1 - Residential
- Historical Preservation
- Historical Landmark

Exhibit B Zoning Map

Feasibility Study



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.





- Legend
- Tax Parcel
 - City ETJ
 - City Limits
 - Tract Boundary
- Water
- Hydrant
 - Water Main Valve
 - Water Main
 - Proposed Water Main
- Sanitary Sewer
- Sanitary Sewer Gravity Main
 - Proposed Gravity Main
 - Sanitary Sewer Manhole
 - Lift Station

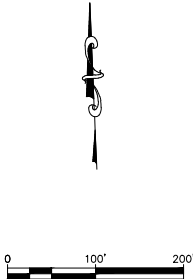
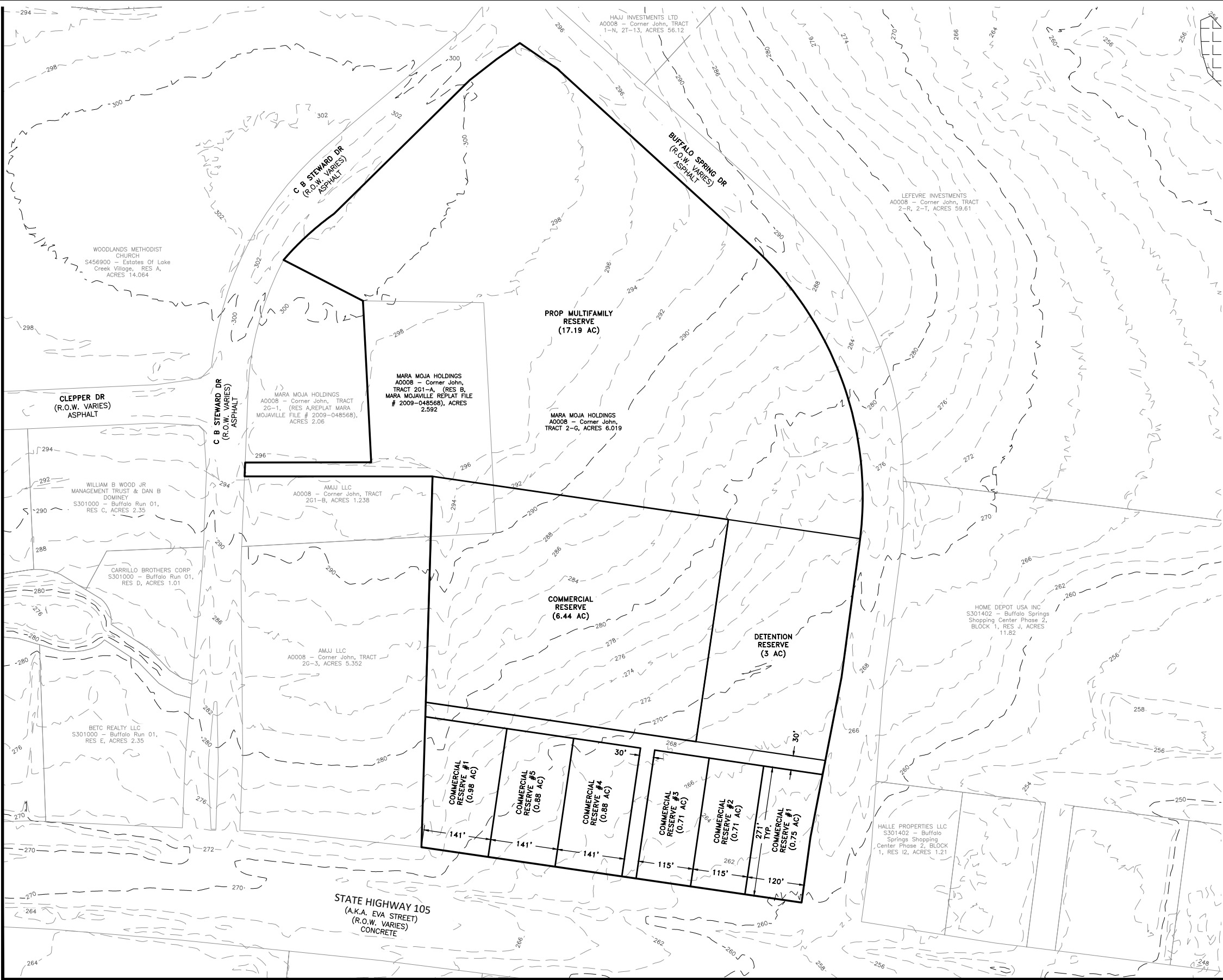
Exhibit C Utilities Layout

Feasibility Study

CITY OF
MONTGOMERY
TEXAS EST 1837
BIRTHPLACE OF THE TEXAS FLAG



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MUNICIPAL COMMERCIAL RESIDENTIAL
WWW.L2ENGINEERING.COM
FIRM REGISTRATION NUMBER 11235
3307 W. DAVIS STREET #100
CONROE, TEXAS 77384
OFFICE: 936-647-0420

MONTGOMERY 32 ACRES

OVERALL SITE

11/25/24

DRAWING INFORMATION			
PROJECT	11079	TDLR	**
DRAWN	JTL	CHECKED BY	JTW
SCALE	1" = 100' (24x36) 1" = 200' (11x17)	SHEET	01

THIS DOCUMENT IS RELEASED FOR
THE PURPOSE OF INTERIM REVIEW
UNDER THE AUTHORITY OF:
JONATHAN WHITE, PE #127058
FOR REVIEW PURPOSES ONLY
NOT FOR CONSTRUCTION

ery)_900 General Consultation\General\Water & Wastewater Projections\Water and Wastewater Usages and Projections 2025.01.23.xlsx

	Development Info & Capacities																							
	Current Connections	Ultimate Connections	Water		Wastewater		2025			2026			2027			2028			2029			2030		
			Current Actual	Ultimate	Current	Ultimate	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary
Commercial Platted and Existing (cont.)																								
Waterstone Commercial Reserve C (State Farm)	1	1	405	405	263	263																		
Lone Star Mart (Town Creek Crossing Commercial Reserve)	-	1	-	8,000	-	5,200	1	8,000	5,200								-	-						
Depado Estates	-	5	-	10,000	-	6,500		-	-	2	16,000	10,400	3	24,000	15,600									
The Montgomery Shoppes (Remaining)	-	6	-	15,000	-	9,750		-	-	2	5,000	3,250	1	8,000	5,200	3	24,000	15,600	-	-	-	-	-	
Sherwin Williams (Shoppes at Montgomer Sec. 2 Res. B)	-	1	-	360	-	320	1	360	320															
Retail Center	1	2	2,000	4,000	1,300	2,600																		
Chick Fil A	1	1	2,500	2,500	1,625	1,625																		
Panda Express	1	1	2,600	2,600	1,690	1,690																		
CVS	1	1	1,200	1,200	780	780																		
Starbucks	1	1	1,000	1,000	650	650																		
Burger Fresh	1	1	240	240	156	156																		
Churches	12	12	3,000	3,000	1,950	1,950																		
Miscellaneous Commercial	79	79	51,453	71,236	33,445	46,303																		
Subtotal	143	183	150,223	272,066	93,452	176,929	7	17,035	11,159	11	43,575	28,324	10	48,350	31,428	6	25,475	19,159	3	11,875	7,719	1	1,875	1,219
Multi Family																								
Heritage Plaza (Units)	208	208	22,000	22,000	11,000	11,000																		
Town Creek Village, Phase I (Units)	152	152	25,000	25,000	12,500	12,500																		
Plex Morgan Townhomes	48	48	6,000	6,000	3,000	3,000																		
Montgomery Supported Housing	14	14	2,300	2,300	1,150	1,150																		
Live Oak Assisted Living	1	1	2,300	2,300	1,150	1,150																		
Grand Monarch Apartments	72	72	10,300	10,300	8,600	8,600																		
Subtotal	495	495	67,900	67,900	37,400	37,400	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Institutional (Schools)																								
MISD Athletic Complex	2	2	6,800	6,800	3,400	3,400																		
MISD High School Complex	2	2	20,000	20,000	10,000	10,000																		
MISD Warehouse (105/Clepper)	-	1	1,000	1,000	500	500																		
MISD CTE/ Ag Barn	-	1	-	20,000	-	10,000	1	20,000	10,000		-	-												
Bus Barn	1	1	1,000	1,000	500	500																		
MISD School (MLK)	2	2	2,500	2,500	1,250	1,250																		
MISD School (149)	1	1	4,500	4,500	2,250	2,250																		
Subtotal	9	10	35,800	55,800	17,900	27,900	1	20,000	10,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Irrigation																								
Single Family Residential	66	100	17490	26500	0	0	34	9,010																
Commercial Irrigation	32	70	9600	21000	0	0	38	11,400																
Christian Brothers	1	1	1100	1100	0	0																		
MISD High School Irrigation																								
Pulte Group (Mabry Tract) Rec Center Irrigation	0	1	0	500	0	0	3	1,500																
Chick Fil A	1	1	1000	1000	0	0																		
BlueWave	1	1	500	500	0	0																		
CVS	1	1	1200	1200	0	0																		
Church	2	2	530	530	0	0																		
City	9	9	4500	4500	0	0																		
Subtotal	113	186	35,920	56,890	-	-	75	21,910	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Committed	1,638	2,167	530,623	812,491	297,092	477,519	235	96,884	45,845	218	94,114	61,860	116	72,200	46,878	11	30,600	19,309	9	13,225	8,019	6	3,000	1,519
							Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary
							1,873	627,507	342,937	2,091	721,621	404,797	2,207	795,821	451,675	2,218	824,421	470,983	2,227	837,646	479,002	2,233	840,646	480,521
Future Development in Feasibility/Design																								
Montgomery Bend Sec. 3	-	85	-	19,125	-	12,750	40	9,000	6,000	45	10,125	6,750	-	-	-	-	-	-	-	-	-	-	-	
Montgomery Bend Sec. 4	-	67	-	15,075	-	10,050				37	8,325	5,550	30	6,750	4,500	-	-	-	-	-	-	-	-	
Red Bird Meadows Phase 1B	-	112	-	25,200	-	16,800				35	7,875	5,250	40	9,000	6,000	37	8,325	5,550	-	-	-	-	-	
Redbird Meadows Rec Center	-	1	-	15,900	-	10,600	1	15,900	10,600															
Redbird Meadows Rec Center Irrigation	-	3	-	1,500	-	-	3	1,500																
Red Bird Meadows Phase 2	-	203	-	45,675	-	30,450				35	7,875	5,250	40	9,000	6,000	40	9,000	6,000	45	10,125	6,750	43	9,675	6,450
Red Bird Meadows Phase 3	-	180	-	40,500	-	27,000				35	7,875	5,250	35	7,875	5,250	40	9,000	6,000	40	9,000	6,000	35	7,875	5,250
Nantuxet Housing (Stewart Creek) (Units)	-	385	-	60,000	-	50,000				385	60,000	50,000												
Superior Properties (Units)	-	98	-	21,680	-	17,990	-	-		40	8,849	7,343	58	12,831	10,647									
Superior Properties (Commercial)	-	4	-	17,262	-	14,350	-	-		3	12,947	10,763	1	4,316	3,588									
The Crossing at Montgomery Section 1 (Single Family)	-	100	-	22,500	-	15,000	-	-		35	7,875	5,250	35	7,875	5,250	30	6,750	4,500						
The Morning Cloud Investments																								
The Crossing at Montgomery (Single Family)	-	90	-	20,250	-	13,500	-	-		-	-	-	30	6,750	4,500	30	6,750	4,500	30	6,750	4,500			
The Morning Cloud Investments	-	106	-	23,850	-	15,900	35	7,875	5,250	36	8,100	5,400	35	7,875	5,250									
Lone Star Ridge Section 1 Taylor Morrison (Single Family)	-	84	-	18,900	-	12,600	-	-		42	9,450	6,300	42	9,450	6,300									
Heritage Grove Section 1 (Single Family) Tri-Pointe	-	65	-	14,625	-	9,750	-	-		30	6,750	4,500	35	7,875	5,250									
Heritage Grove Section 2 (Single Family) Tri-Pointe	-	71	-	15,975	-	10,650	-	-		-	-	-	35	7,875	5,250	36	8,100	5,400						
HEB Grocery and Car Wash (Commercial)	-	3	-	23,000	-	18,400	3	23,000	18,400															
Mia Lago Reserve (Single Family)	-	59	-	13,275	-	8,850	-	-		20	4,500	3,000	39	8,775	5,850									
Villages of Montgomery (Single Family)	-	98	-	22,050	-	14,700	-	-		-														

	Development Info & Capacities																							
	Current Connections	Ultimate Connections	Water		Wastewater		2031			2032			2033			2034			2035			2036		
			Current Actual	Ultimate	Current	Ultimate	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary
Single Family																								
Buffalo Crossing	9	12	2,025	2,700	1,350	1,800	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Buffalo Springs, Section 1	24	24	5,400	5,400	3,600	3,600																		
Buffalo Springs, Section 2	56	64	12,600	14,400	8,400	9,600		-	-		-	-		-	-		-	-		-	-		-	
Estates of Mia Lago, Section 1	5	27	1,125	6,075	-	-																		
FM 149 Corridor	21	25	4,725	5,625	3,150	3,750	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Simonton and Lawson	13	23	2,925	5,175	1,950	3,450	1	225	150															
Martin Luther King	52	55	11,700	12,375	7,800	8,250																		
Baja Road	7	11	1,575	2,475	1,050	1,650	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Community Center Drive	3	3	675	675	450	450																		
Community Center Drive (Water Only)	8	10	1,800	2,250	-	-																		
Lake Creek Landing	15	15	3,375	3,375	2,250	2,250																		
Gulf Coast Estates, Section 2	2	4	450	900	300	600		-	-		-	-		-	-		-	-		-	-		-	
Lake Creek Village, Section 1	37	37	8,325	8,325	5,550	5,550																		
Lake Creek Village, Section 2	45	45	10,125	10,125	6,750	6,750																		
Estates of Lake Creek Village	21	22	4,725	4,950	3,150	3,300		-	-		-	-		-	-		-	-		-	-		-	
Lone Star Estates	10	10	2,250	2,250	1,500	1,500																		
Hills of Town Creek, Section 2	51	51	11,475	11,475	7,650	7,650																		
Hills of Town Creek, Section 3	49	49	11,025	11,025	7,350	7,350																		
Hills of Town Creek, Section 4	30	30	6,750	6,750	4,500	4,500																		
Hills of Town Creek Section 5	-	72	-	16,200	-	10,800																		
Historic/Downtown	132	150	29,700	33,750	19,800	22,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Terra Vista Section 1	61	61	13,725	13,725	9,150	9,150																		
Town Creek Crossing Section 1	101	102	22,725	22,950	15,150	15,300																		
Villas of Mia Lago Section 1	14	14	3,150	3,150	2,100	2,100																		
Villas of Mia Lago Section 2	42	42	9,450	9,450	6,300	6,300																		
Waterstone, Section 1	44	53	9,900	11,925	6,600	7,950		-	-		-	-		-	-		-	-		-	-		-	
Waterstone, Section 2	88	88	12,825	19,800	8,550	13,200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Red Bird Meadows Sect. 1	-	73	-	16,425	-	10,950																		
Red Bird Meadows Sect. 2	-	67	-	15,075	-	10,050																		
Red Bird Meadows Sect. 3	-	34	-	7,650	-	5,100																		
Montgomery Bend(Mabry Tract) Sect 1	22	69	4,950	24,840	3,300	17,750																		
Montgomery Bend(Mabry Tract) Sect 2	14	88	3,150	19,800	2,100	13,200																		
Montgomery Bend (Mabry Tract) Rec Center	1	1	15,900	15,900	150	10,600																		
Gary Hammons	1	1	225	225	150	150																		
Mobile Home Park (connection)	29	29	4,000	4,000	3,300	3,300																		
City Hall	1	1	1,070	1,070	890	890																		
Community Center	1	1	200	200	150	150																		
Buffalo Spring Plant	1	1	360	360	250	250																		
Cedar Brake Park Restrooms	1	1	200	200	150	150																		
Ferland Park	1	1	200	200	150	150																		
Homecoming Park Restrooms	1	1	200	200	150	150																		
Water Plant No. 3	1	1	4,000	4,000	2,000	2,000																		
West Side at the Park	8	11	1,800	2,475	1,200	1,650		-	-		-	-		-	-		-	-		-	-		-	
Subtotal	991	1,479	240,780	359,895	148,340	235,290	1	225	150	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Commercial Platted and Existing																								
Buffalo Run, Section 1	1	6	1,000	10,000	650	6,500																		
Longview Greens Miniature Golf	1	1	1,200	1,200	780	780																		
Summit Business Park, Phase 1	3	6	1,300	4,000	845	2,600																		
Prestige Storage (SBP Res. D)	1	1	225	225	146	146																		
McCoy's	1	1	550	550	358	358																		
AutoZone	1	1	2,250	2,250	1,463	1,463																		
McCoy's Reserves B & D	-	2	-	5,000	-	3,250	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Pizza Shack	1	1	6,000	6,000	3,900	3,900																		
CareNow & Other Suites	3	3	750	750	488	488																		
KenRoc (Montgomery First)	-	3	-	12,000	-	7,800																		
Wendy's	1	1	1,300	1,300	845	845																		
Dusty's Car Wash	1	1	9,000	9,000	5,850	5,850																		
ProCore Developments	1	1	1,500	1,500	975	975																		
Christian Brothers	1	1	1,225	1,225	796	796																		
Madsen and Richards	1	1	225	225	146	146																		
Kroger	2	2	5,000	5,000	3,250	3,250																		
Burger King (Meter 48214937)	1	1	750	750	488	488																		
Buffalo Springs Shopping, Ph. 1 (Reserve B)	1	1	6,300	6,300	4,095	4,095																		
Buffalo Springs Shopping, Ph. 1 (Meter 48495852)	1	1	225	225	146	146																		
Buffalo Springs Shopping, Ph. 1 (Meter 48818596)	1	1	3,000	3,000	1,950	1,950																		
Buffalo Springs Shopping, Ph. 1 (Meter 200467732)	1	1	1,750	1,750	1,138	1,138																		
Spirit of Texas Bank	1	1	750	750	488	488																		
Heritage Place	1	1	800	800	520	520																		
Home Depot (Buffalo Springs Shopping, Ph. 2, Reserve J)	1	1	15,000	15,000	9,750	9,750																		
Buffalo Springs Shopping, Ph. 2 (Remaining Reserves)	-	1	-	8,000	-	5,200																		

Z:\00574 (City of Montgomery)_900 General Consultation\General\Water & Wastewater Projections\Water and Wastewater Usages and Projections 2025.01.23.xlsx

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	Development Info & Capacities																							
	Current Connections	Ultimate Connections	Water		Wastewater		2037			2038			2039			2040			2045			2050		
			Current Actual	Ultimate	Current	Ultimate	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary
Commercial Platted and Existing (cont.)																								
Waterstone Commercial Reserve C (State Farm)	1	1	405	405	263	263																		
Lone Star Mart (Town Creek Crossing Commercial Reserve)	-	1	-	8,000	-	5,200																		
Depado Estates	-	5	-	10,000	-	6,500																		
The Montgomery Shoppes (Remaining)	-	6	-	15,000	-	9,750	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sherwin Williams (Shoppes at Montgomer Sec. 2 Res. B)	-	1	-	360	-	320																		
Retail Center	1	2	2,000	4,000	1,300	2,600																		
Chick Fil A	1	1	2,500	2,500	1,625	1,625																		
Panda Express	1	1	2,600	2,600	1,690	1,690																		
CVS	1	1	1,200	1,200	780	780																		
Starbucks	1	1	1,000	1,000	650	650																		
Burger Fresh	1	1	240	240	156	156																		
Churches	12	12	3,000	3,000	1,950	1,950																		
Miscellaneous Commercial	79	79	51,453	71,236	33,445	46,303																		
Subtotal	143	183	150,223	272,066	93,452	176,929	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Multi Family																								
Heritage Plaza (Units)	208	208	22,000	22,000	11,000	11,000																		
Town Creek Village, Phase I (Units)	152	152	25,000	25,000	12,500	12,500																		
Plex Morgan Townhomes	48	48	6,000	6,000	3,000	3,000																		
Montgomery Supported Housing	14	14	2,300	2,300	1,150	1,150																		
Live Oak Assisted Living	1	1	2,300	2,300	1,150	1,150																		
Grand Monarch Apartments	72	72	10,300	10,300	8,600	8,600																		
Subtotal	495	495	67,900	67,900	37,400	37,400	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Institutional (Schools)																								
MISD Athletic Complex	2	2	6,800	6,800	3,400	3,400																		
MISD High School Complex	2	2	20,000	20,000	10,000	10,000																		
MISD Warehouse (105/Clepper)	1	1	1,000	1,000	500	500																		
MISD CTE/ Ag Barn	-	1	-	20,000	-	10,000																		
Bus Barn	1	1	1,000	1,000	500	500																		
MISD School (MLK)	2	2	2,500	2,500	1,250	1,250																		
MISD School (149)	1	1	4,500	4,500	2,250	2,250																		
Subtotal	9	10	35,800	55,800	17,900	27,900	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrigation																								
Single Family Residential	66	100	17450	26500	0	0																		
Commercial Irrigation	32	70	9600	21000	0	0																		
Christian Brothers	1	1	1100	1100	0	0																		
MISD High School Irrigation	-	-	-	-	-	-																		
Pulte Group (Mabry Tract) Rec Center Irrigation	0	1	0	500	0	0																		
Chick Fil A	1	1	1000	1000	0	0																		
BlueWave	1	1	500	500	0	0																		
CVS	1	1	1200	1200	0	0																		
Church	2	2	530	530	0	0		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City	9	9	4500	4500	0	0		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	113	186	35,920	56,830	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Committed	1,638	2,167	530,623	812,491	297,092	477,519	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
							Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary
							2,235	842,746	481,890	2,235	842,746	481,890	2,235	842,746	481,890	2,233	840,646	481,890	2,233	840,646	481,890	2,233	840,646	481,890
							Total Projected Committed Volumes:																	
Future Development in Feasibility/Design																								
Montgomery Bend Sec. 3	-	85	-	19,125	-	12,750																		
Montgomery Bend Sec. 4	-	67	-	15,075	-	10,050																		
Red Bird Meadows Phase 1B	-	112	-	25,200	-	16,800																		
Redbird Meadows Rec Center	-	1	-	15,900	-	10,600																		
Redbird Meadows Rec Center Irrigation	-	3	-	1,500	-	-																		
Red Bird Meadows Phase 2	-	203	-	45,675	-	30,450																		
Red Bird Meadows Phase 3	-	180	-	40,500	-	27,000																		
Nantucket Housing (Stewart Creek) (Units)	-	385	-	60,000	-	50,000																		
Superior Properties (Units)	-	98	-	21,680	-	17,990																		
Superior Properties (Commercial)	-	4	-	17,262	-	14,350																		
The Crossing at Montgomery Section 1 (Single Family)	-	100	-	22,500	-	15,000																		
The Morning Cloud Investments																								
The Crossing at Montgomery (Single Family)	-	90	-	20,250	-	13,500																		
The Morning Cloud Investments																								
Lone Star Ridge Section 1 Taylor Morrison (Single Family)	-	106	-	23,850	-	15,900																		
Lone Star Ridge Section 2 Taylor Morrison (Single Family)	-	84	-	18,900	-	12,600																		
Heritage Grove Section 1 (Single Family) Tri-Pointe	-	65	-	14,625	-	9,750																		
Heritage Grove Section 2 (Single Family) Tri-Pointe	-	71	-	15,975	-	10,650																		
HEB Grocery and Car Wash (Commercial)	-	3	-	23,000	-	18,400																		
Mia Lago Reserve (Single Family)	-	59	-	13,275	-	8,850																		
Villages of Montgomery (Single Family)	-	98	-	22,050	-	14,700																		
Villages of Montgomery (Commercial)	-	3	-	4,230	-	3,550																		
BCS Capital (Multi-Family)	-	1	-	36,000	-	30,000																		
BCS Capital (Commercial)	-	6	-	36,000	-	30,000																		
Subtotal	-	667	-	512,572	-	372,890	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Committed Plus Feasibility	1,638	2,834	530,623	1,325,063	297,092	850,409	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary
							4,059	1,355,318	854,780	4,059	1,355,318	854,780	3,977	1,355,318	854,780	4,027	1,346,468	854,780	4,027	1,346,468	854,780	4,027	1,346,468	854,780
							Total Projected Committed Volumes Plus Feasibility																	

EXIHIBIT E: IMPACT FEE SUMMARY

Meter Size ⁽¹⁾	Maximum Capacity (GPM)	Maximum Assessable Water Fee (\$/ESFC)	Maximum Assessable Wastewater Fee (\$/ESFC)	Maximum Assessable Fee (\$/ESFC)
5/8" x 3/4" fitting	15	2,033	1,951	3,984
3/4"	25	3,396	3,258	6,654
1"	40	5,429	5,209	10,638
1 1/2"	120	16,268	15,607	31,875
2"	170	23,039	22,104	45,143
3"	350	47,441	45,515	92,956
4"	600	81,339	78,037	159,376
6"	1,200	162,679	156,074	318,753
8"	1,800	244,018	234,111	478,129

1. These fees were adopted by City Council in September 2024.
2. 5/8" Meter size is used for all connections equal to 1 ESFC (Equal Single Family Connection) , and reflects the installation of a 5/8" x 3/4" meter.

ESCROW AGREEMENT, SECTION 2.03 ATTACHMENT

BY AND BETWEEN

THE CITY OF MONTGOMERY, TEXAS,

AND

BCS Capital

Dev. No. 2415

THE STATE OF TEXAS ⤵

COUNTY OF MONTGOMERY ⤵

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

Administration	\$ 1,000
City Attorney	\$ 3,000
City Engineer	\$ 18,000
Developer Coordination	\$ 3,000
Plan Reviews	\$ 8,000
Construction Coordination (Private Site)	\$ 5,000
Warranty Inspection	\$ 2,000
<hr/>	
TOTAL	\$ 22,000

Note: Any changes to the site plan or phasing of the project may result in changes to the cost to the City. In that event, additional deposits would be required by the Developer.



Preliminary Cost Estimate
BCS Capital
Exhibit H.1: Linear Utility Improvements

1/28/2025

Item No.	Description	Quantity	Unit	Unit Price	Cost
<u>General</u>					
1	Mobilization, Bonds, and Insurance	1	LS	\$ 20,000	\$ 20,000
2	Construction Staking	1	LS	\$ 2,500	\$ 2,500
3	Trench Safety System	6,008	LF	\$ 2	\$ 12,000
4	SWPPP	1	LS	\$ 4,000	\$ 4,000
5	Traffic Control Plan	1	LS	\$ 17,000	\$ 17,000
6	Site Restoration	1	LS	\$ 6,500	\$ 6,500
<u>Water</u>					
7	12-Inch C900 PVC Waterline (via Open Cut Construction)	3,823	LF	\$ 100	\$ 382,300
8	Additional Cost 16-Inch Steel Casing via Bore and Jack	75	LF	\$ 225	\$ 16,875
9	12-Inch Gate Valve	10	EA	\$ 5,000	\$ 47,800
10	12-Inch Wet Connect & Removal of Plug and Clamp	1	EA	\$ 2,000	\$ 2,000
11	Hydrants	10	EA	\$ 8,000	\$ 76,500
12	2-Inch Blow Off Valve and Box	1	EA	\$ 2,500	\$ 2,500
<u>Sanitary</u>					
13	8" PVC Sanitary Sewer	2,260	LF	\$ 80	\$ 180,800
14	4' Manhole	2	EA	\$ 10,000	\$ 20,000
15	Core into Existing Manhole	1	EA	\$ 2,000	\$ 2,000
Construction Subtotal					\$ 793,000
Contingencies (15%)					\$ 119,000
Preliminary and Design Phase					\$ 47,000
Bid Phase Services					\$ 5,000
Construction Phase Services					\$ 40,000
Field Project Representation					\$ 55,000
Additional Services and Reimbursable Expenses					\$ 22,000
Total					\$ 1,081,000

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 is not a proposal for engineering services but an estimate for planning purposes.



Engineer's Cost Estimate
BCS Capital
Exhibit H.2: C B Stewart Dr. Improvements
1/28/2025

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		COST
<u>UNIT A: REINFORCED CONCRETE PAVING</u>						
1	Move-in and start up, including all permits, performance, payment, and maintenance bonds	1	LS	\$	39,000	\$ 39,000
2	Site Preparation (to rid the areas to be paved & filled of vegetation, debris, asphalt, concrete, and organic matter, including stripping existing topsoil where fill is proposed, stockpiling topsoil, replacing topsoil over filled areas and to provide positive drainage)	1	LS	\$	13,000	\$ 13,000
3	Sawcut existing asphalt pavement	164	LF	\$	16	\$ 2,700
4	Removal and Disposal of existing asphalt stabilized base and pavement	3507	SY	\$	12	\$ 42,100
5	8-inch cement sand subgrade, (2 sacks per cy) complete in place	3507	SY	\$	25	\$ 87,700
6	2" Type B Hot Mix Asphalt Concrete Surface Layer (includes traffic buttons, striping & markings)	3507	SY	\$	28	\$ 98,200
7	4" Type B Hot Mix Asphalt Concrete Base Layer (includes traffic buttons, striping & markings)	3507	SY	\$	35	\$ 122,800
8	HMAC, Dense Graded Type "D" (3-Inch Thick) including tack coat, subgrade, complete in place.	328	SY	\$	60	\$ 19,700
9	Temporary traffic control devises as needed for the duration of the project, (flaggers, cones, etc.), per TMUTCD, includes installation, maintenance and removal, complete in place	1	LS	\$	1,000	\$ 1,000
10	Remove and reset signage	5	EA	\$	250	\$ 1,300



Engineer's Cost Estimate
BCS Capital
Exhibit H.2: C B Stewart Dr. Improvements
1/28/2025

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<u>UNIT B: STORM WATER POLLUTION CONTROL</u>					
11	Hydromulch Seed all areas disturbed by construction (Spec. Item 4241)	7037	SY	\$ 1	\$ 7,100
12	Stabilized Construction Access (Spec. Item 4711)	1	EA	\$ 1,100	\$ 1,100
13	Enforcement of TPDES Requirements (Spec. Item TPDES General Requirements) and General Source Controls (Spec Item 4811). To include the maintenance of SWPPP for Duration of Paving Contract.	1	LS	\$ 4,000	\$ 4,000
14	Concrete Truck Washout Area	1	EA	\$ 1,620	\$ 1,700
15	Reinforced Filter Fabric Fence (Spec. Item 4311)	2448	LF	\$ 4	\$ 9,800
16	Rock Filter Dams	10	EA	\$ 1,100	\$ 11,000
<u>UNIT C: CONCRETE SIDEWALK</u>					
17	6" Reinforced Concrete Sidewalk	67	CY	\$ 150	\$ 10,100
18	3" Compacted Sand Bed	40	CY	\$ 25	\$ 1,100
Construction Subtotal					\$ 473,400
Contingencies (15%)					\$ 72,000
Preliminary and Design Phase					\$ 60,000
Bid Phase					\$ 5,000
Construction Phase					\$ 40,000
Field Project Representation					\$ 50,000
Additional Services and Reimbursable Expenses					\$ 23,000
TOTAL					\$ 723,400.00

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.
- 3 This is not a proposal for engineering services but an estimate for planning purposes.



Engineer's Cost Estimate
BCS Capital
Exhibit H.3: Buffalo Springs Dr. Improvements
1/28/2025

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<u>UNIT A: REINFORCED CONCRETE PAVING</u>					
1	Move-in and start up, including all permits, performance, payment, and maintenance bonds	1	LS	\$ 39,000	\$ 39,000
2	Site Preparation (to rid the areas to be paved & filled of vegetation, debris, asphalt, concrete, and organic matter, including stripping existing topsoil where fill is proposed, stockpiling topsoil, replacing topsoil over filled areas and to provide positive drainage)	1	LS	13,000	13,000
3	Sawcut existing asphalt pavement	82	LF	16	1,400
4	Remove and dispose of existing asphalt pavement and base layers. All material removed shall become the property of the Contractor and shall be disposed of offsite in a legal manner.	4097	SY	12	49,200
5	Excavation of additional width.	5323	SY	12	63,900
6	Eight inch (8") thick reinforced concrete pavement performed in accordance with the City of Montgomery Standard Specifications, DES. CONT., Proof roll subgrade.	5323	SY	75	399,300
7	HMAC, Dense Graded Type "D" (3-Inch Thick) including tack coat, subgrade, complete in place.	72	SY	60	4,400
8	Eight inch (8") thick subgrade preparation performed in accordance with the City of Montgomery Standard Specifications, Complete in place.	5323	SY	5	26,700
9	Eight inch (8") thick subgrade stabilization performed in accordance with the City of Montgomery Standard Specifications, "Lime Stabilized Subgrade". (70 lbs per SY)	186	TON	374	69,700
10	Connect proposed concrete pavement to existing concrete via dowel and epoxy, complete in place	46	LF	6	300
11	Temporary traffic control devices as needed for the duration of the project, (flaggers, cones, etc.), per TMUTCD, includes installation, maintenance and removal, complete in place	1	LS	1,000	1,000
12	Remove and reset signage	2	EA	250	500



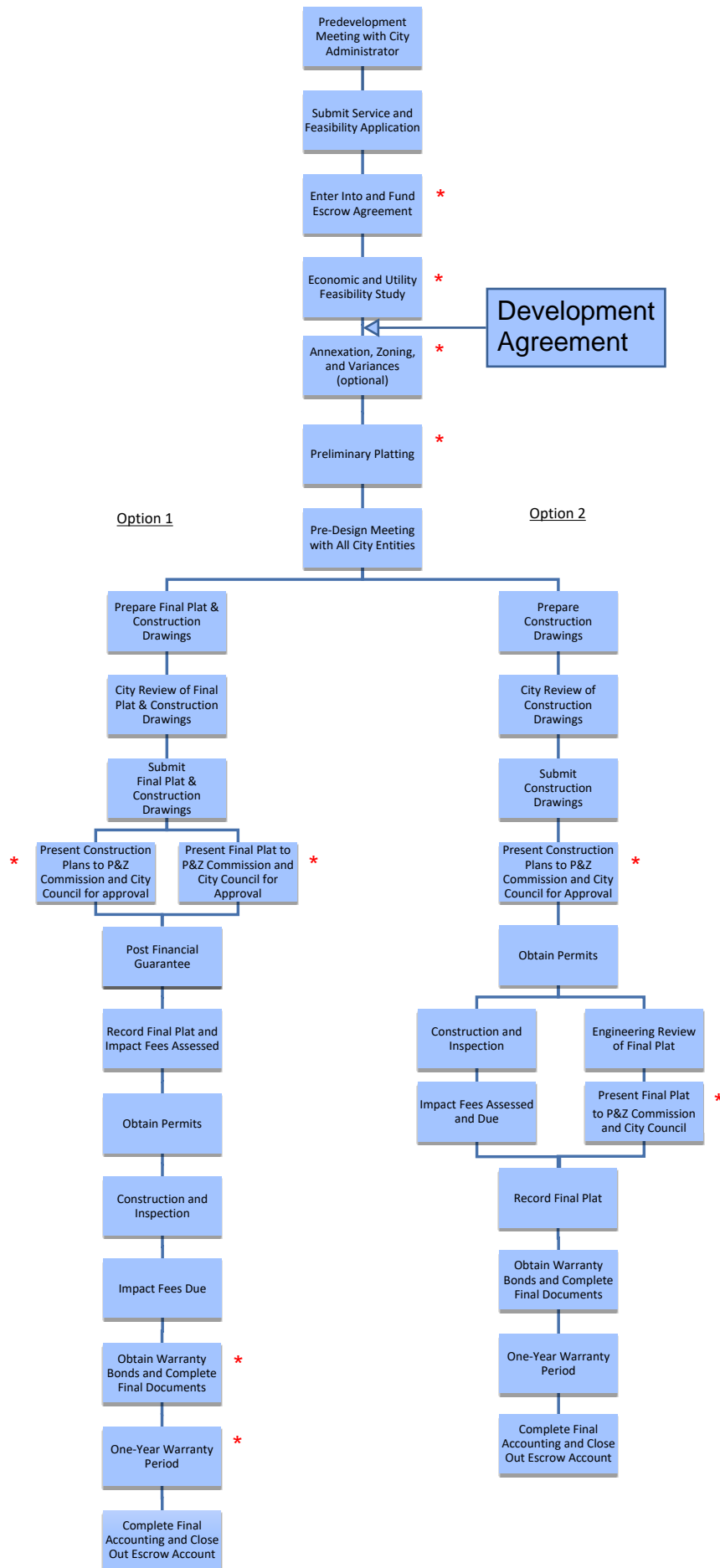
Engineer's Cost Estimate
BCS Capital
Exhibit H.3: Buffalo Springs Dr. Improvements
1/28/2025

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<u>UNIT B: STORM WATER POLLUTION CONTROL</u>					
13	Hydromulch Seed all areas disturbed by construction (Spec. Item 4241)	9546	SY	1	9,600
14	Stabilized Construction Access (Spec. Item 4711)	1	EA	1,100	1,100
15	Enforcement of TPDES Requirements (Spec. Item TPDES General Requirements) and General Source Controls (Spec Item 4811). To include the maintenance of SWPPP for Duration of Paving Contract.	1	LS	4,000	4,000
16	Concrete Truck Washout Area	1	EA	1,620	1,700
17	Reinforced Filter Fabric Fence (Spec. Item 4311)	2835	LF	4	10,400
18	Rock Filter Dams	10	EA	\$ 1,100	\$ 11,000
				Construction Subtotal	\$ 706,200
				Contingencies (15%)	\$ 106,000
				Preliminary and Design Phase	\$ 60,000
				Bid Phase	\$ 5,000
				Construction Phase	\$ 40,000
				Field Project Representation	\$ 50,000
				Additional Services and Reimbursable Expenses	\$ 23,000
				TOTAL	\$ 990,200.00

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.
- 3 This is not a proposal for engineering services but an estimate for planning purposes.

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



Montgomery City Council
AGENDA REPORT

Meeting Date: 07/08/2025	Budgeted Amount: NONE
Department: Administration	Prepared By: WGA

Subject

Consideration and Possible Action regarding the approval of the Development Agreement between the City of Montgomery, Texas (the “City”) and with BCS Capital, LLC (the “Developer”) for the development of approximately 38 acres located along the frontage of SH 105, between Buffalo Springs Drive and CB Stewart Drive. (Dev. No. 2415).

Recommendation

WGA and Staff recommend that the Council either approve the Development Agreement between the City and BCS as presented or provide feedback for further revision.

Discussion

Enclosed is a preliminary draft development agreement for the BCS Capital Development. This agreement is being reviewed by the Developer and we plan to provide an executed version of the agreement upon receipt from the Developer.

The BCS Development is approximately 38-acres located along the frontage of SH 105, between Buffalo Springs Drive and CB Stewart Drive. See the attached exhibit for the approximate development location. As a reminder, the Developer purchased an additional 6-acres and Council authorized an amendment to the previously completed study at the May 27th meeting. We plan to discuss the amendment as a separate

Approved By

City Staff	Ruby Beaven	Date: 06/27/2025
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DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF MONTGOMERY, TEXAS AND
BCS CAPITAL, LLC
DEVELOPMENT NO. 2415

This DEVELOPMENT AGREEMENT (the "Agreement") is entered into between BCS CAPITAL, LLC, a Texas limited liability company, its successors or assigns ("Developer"), and THE CITY OF MONTGOMERY, TEXAS ("City") to be effective on the date on _____, 2025 (the "Effective Date").

RECITALS

The Developer owns approximately 38 acres of land, as described on the attached **Exhibit A** (defined herein as the "Tract") in Montgomery County, Texas, within the corporate limits of the City. The Developer intends to develop the Tract for multi-family and commercial purposes and the City will provide water and sanitary sewer service to the Tract.

The City is a Type A general-law municipality with all powers granted by the Constitution and laws of the State of Texas with respect to such municipalities.

The City wishes to provide for the orderly, safe and healthful development of the Tract, and the City and the Developer agree that the development of the Tract can best proceed pursuant to a development agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein as well as other good and valuable consideration, the sufficiency of which is acknowledged by the parties, the City and Developer agree as follows:

ARTICLE I. DEFINITIONS AND EXHIBITS

1.1 Definitions. Unless the context indicates others, the following words as used in this Agreement shall have the following meanings:

City means the City of Montgomery, Texas.

Developer means BCS Capital, LLC, a Texas limited liability company, its successors or assigns.

Development or Tract means the approximately 38 acres of land to be developed by Developer, as described in **Exhibit A**.

ESFC means that amount of water or wastewater, as applicable, set by the City that constitutes an Equivalent Single Family connection, which amount may be changed from time

to time. At the time of this Agreement, an ESFC of water means 300 gallons per day and an ESFC of wastewater means 200 gallons per day.

Facilities means the water distribution, sanitary sewer collection, transportation and treatment, and stormwater collection, detention and drainage systems, roads and improvements in aid thereof, constructed or acquired or to be constructed to serve the Tract, and all improvements, appurtenances, additions, extensions, enlargements or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites and other interests related thereto.

Commercial Development means the portion of the Tract as shown on **Exhibit H**.

Parties means the City and the Developer, collectively.

Tract means the approximately 38 acres of land to be developed by Developer, as described in **Exhibit A**.

1.2. **Exhibits**. The following Exhibits attached to this Agreement are a part of the Agreement as though fully incorporated herein:

Exhibit A	Metes and Bounds Description of the Tract
Exhibit B	Form of Utility Agreement
Exhibit C	Public Waterline Extension
Exhibit D	Public Sanitary Sewer Extension
Exhibit E	Roadway Improvements
Exhibit F	Linear Cost Estimate
Exhibit G	Master General Land Plan
Exhibit I	380 Agreement

ARTICLE II

DEVELOPER OBLIGATIONS

Section 2.1. Utilities.

- a. **Water, Sanitary Sewer and Drainage Facilities**. Developer agrees that all water, sanitary sewer and drainage facilities to serve the Tract, whether on the Tract or off-site, will be constructed in accordance with the applicable City regulations and ordinances, including the City of Montgomery Code of Ordinances, as amended (the "City Code"). The Developer is responsible for the design and construction of all internal water and sanitary sewer lines and associated facilities and drainage facilities to serve the Tract. Once the internal water and sanitary sewer lines have

been assigned to and accepted by the City, the City will provide retail water and sanitary sewer service to customers within the Tract, all in accordance with a Utility Agreement, the form of which is attached hereto as **Exhibit B**. Following acceptance by the City, the water and sanitary sewer infrastructure will be owned, operated, and maintained by the City per normal practice and as described in the Utility Agreement. The Developer agrees to provide the City with its ultimate requirements for wastewater treatment and water capacity in accordance with the Utility Agreement and as further described herein.

- b. **Water Supply Facilities**. The parties acknowledge that the Tract will be developed in phases with ultimate water requirements of 88,725 gpd to serve approximately 296 ESFC connections. The City agrees that it will have the capacity in its water treatment system to serve the Tract; however, the Developer is required to fund the construction of certain improvements to the City's water supply system in order to provide sufficient service to the Tract.
 - i. **Water Lines**. The City will design and construct the public 12" waterlines required to serve the development, at the cost of the Developer. The Developer will be responsible for the extension of the public waterlines as shown in **Exhibit C (the "Buffalo Springs Waterline" and "SH 105 Waterline")**. The waterlines deemed to be Public will be constructed in public right of way or easement and to the extent necessary, the Developer will be responsible for acquiring any necessary public right of way or easements required for the construction of the Buffalo Springs Waterline and SH 105 Waterline.
 - ii. **Funding**. The City will provide the Developer a cost estimate of the engineering and construction costs of Buffalo Springs and SH 105 Waterlines, and upon presentation of such estimate, the Developer agrees to deposit their pro-rata share of the costs with the City the funds due for design (including preliminary design, design, expenses and fees, and bid phase services) of the Buffalo Springs and SH 105 Waterlines. The Cost Estimate is attached hereto as **Exhibit C**. The City will be responsible for bidding the Buffalo Springs and SH 105 Waterlines in accordance with competitive bidding laws. Upon receipt and review of bids, the Developer will deposit the amount of the accepted bid plus 10% contingencies, the estimated cost for construction administration and inspection, construction staking, construction materials testing, with the City. Within forty-five (45) days of City acceptance of the Buffalo Springs and SH 105 Waterlines the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the escrow account, less the amount required for the one-year warranty inspection to be conducted by the City Engineer. In the event the City has expended more than

the deposit amount, the Developer will reimburse the City for any excess cost.

- i. **Ownership.** The City will accept such Buffalo Springs and SH 105 Waterlines for ownership and operation subject to a one-year maintenance bond to be enforceable by the City from the contractor once the public waterline has been constructed, inspected and all punchlist items have been addressed as confirmed by the City Engineer.
- b. *Wastewater Treatment Facilities.* The parties acknowledge that the Tract will be developed with ultimate wastewater requirements of 73,950 gpd to serve approximately 370 ESFC connections. The City agrees that it will have permitted capacity in its wastewater treatment system to serve the Tract; however, the Developer is required to fund the construction of certain improvements to the City's wastewater supply system in order to serve the Tract.
 - i. **Sanitary Sewer Line.**
 1. Multi Family: The Developer agrees to design and construct, at their cost, the connection required to serve the Multi-family Development as shown on **Exhibit D (the "Buffalo Springs Sanitary Sewer Line")** by extending a sanitary sewer line north along Buffalo Springs Dr. The Sanitary Sewer Line will be constructed in public right of way or easement and to the extent necessary, the Developer will be responsible for acquiring any necessary public right of way required for the construction of the Buffalo Springs Sanitary Sewer Line.
 2. Commercial: The City will design and construct the public sanitary sewer line required to serve the commercial portion of the development, at the cost of the Developer. The commercial pads will be served by extending an 8" sanitary sewer line along SH 105 and tie into existing Lift Station No. 12 as shown in **Exhibit D (the "SH 105 Sanitary Sewer Line")**. The sanitary sewer line deemed to be Public will be constructed in public right of way or easement and to the extent necessary, the Developer will be responsible for acquiring any necessary public right of way or easements required for the construction of the SH 105 Sanitary Sewer Line.

ii. **Funding.**

1. Multi-Family: The City will provide the Developer a cost estimate of inspection costs related to the Buffalo Springs Sanitary Sewer Line, and upon presentation of such estimate, the Developer agrees to deposit their pro-rata share of the costs with the City the funds due for the inspection services of the Buffalo Springs Sanitary Sewer Line. The City will keep accurate records of Developer deposits and Buffalo Springs Sanitary Sewer Line costs and make such records available for Developer inspection upon request. Within forty-five (45) days of City acceptance of the Buffalo Springs Sanitary Sewer Line, the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the escrow account, less the amount required for the one-year warranty inspection to be conducted by the City Engineer.
2. Commercial: The City will provide the Developer a cost estimate of the engineering and construction costs of the SH 105 Sanitary Sewer Line, and upon presentation of such estimate, the Developer agrees to deposit with the City the funds due for design (including preliminary design, design, expenses and fees, and bid phase services) of the SH 105 Sanitary Sewer Line. The Cost Estimate is attached hereto as **Exhibit "D"** The City will be responsible for bidding the SH 105 Sanitary Sewer Line in accordance with competitive bidding laws. Upon receipt and review of bids, the Developer will deposit the amount of the accepted bid plus 10% contingencies, the estimated cost for construction administration and inspection, construction staking, construction materials testing, with the City. Within forty-five (45) days of City acceptance of the SH 105 Sanitary Sewer Line, the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the escrow account, less the amount required for the one-year warranty inspection to be conducted by the City Engineer. In the event the City has expended more than the deposit amount, the Developer will reimburse the City for any excess cost.

iii. **Ownership.**

1. Multifamily: The City will accept such Buffalo Springs Sanitary Sewer Line or ownership and operation subject to a one-year maintenance bond to be enforceable by the City

from the contractor once the Buffalo Springs Sanitary Sewer Line has been constructed, inspected and all punchlist items have been addressed as confirmed by the City Engineer. Upon acceptance of the Buffalo Springs Sanitary Sewer Line, the Developer shall provide the City with as-built drawings in both digital and pdf format.

2. Commercial: The City will accept such SH 105 Sanitary Sewer Line for ownership and operation subject to a one-year maintenance bond to be enforceable by the City from the contractor once the public waterline has been constructed, inspected and all punchlist items have been addressed as confirmed by the City Engineer.
- c. Drainage Facilities. The Developer will submit and receive approval for a drainage study from the City showing the Tract has no impact on the drainage downstream of the Tract or to the adjacent properties prior to the commencement of construction. Any revisions to the drainage study must be submitted to the City for review and approval. All drainage and detention facilities must be designed and constructed in accordance with the City Code and the City's floodplain regulations and any applicable Montgomery County Drainage Criteria Manual Standards. All onsite storm sewer systems will be designated as private facilities and will not be accepted by the City upon completion. Any detention ponds will not be accepted by the City but owned and maintained by the Developer. The Developer is responsible for providing engineering plans and specifications for the drainage and detention system interior to the Tract to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council, and development approvals and permits.
 - d. Impact Fees. The Developer agrees to pay impact fees for water supply facilities and wastewater treatment facilities ("Impact Fees") in the amount as stated in the City's current adopted Impact Fees, or as may be amended from time to time. The Developer will be assessed and pay Impact Fees at final platting, a true-up of Impact Fees will be completed within 45 days of the time of the tap request and before the tap is completed.

Section 2.2. Road Improvements. The Developer, at its own cost, will make certain improvements to Buffalo Springs Drive, including sidewalks, removing and replacing existing asphalt roadway with a concrete roadway from the existing end of the concrete roadway near the northern boundary of the Home Depot site to the north side of the intersection between Buffalo Springs Drive and CB Stewart Drive. Any additional Road Improvements to Buffalo Springs Drive (turn lanes, etc.) will be based on the results of a traffic impact analysis ("TIA") conducted by Developer and submitted to the City for review and approval.

The Developer, at its own cost, will make certain improvements to CB Stewart Drive. The final scope of improvements to CB Stewart will be dependent on the results of the TIA, to be

completed by Developer, and geotechnical report, to be completed by the City at Developer's expense. The Developer will be required to make an initial deposit for the preliminary design and geotechnical analysis of the roadway improvements. Upon completion of the TIA, geotechnical analysis, and preliminary engineering design, the City Engineer will provide an updated scope and estimated project cost. The proposed Roadway Improvements are presented as shown on **Exhibit E**.

i. **Funding.**

1. Roadway Improvements: The City will provide the Developer a cost estimate of the engineering and construction costs of the proposed roadway improvements and upon presentation of such estimate, the Developer agrees to deposit with the City the funds due for design (including preliminary design, design, expenses and fees, bid phase services, and geotechnical report) of the roadway improvements project. The cost is subject to change based on the results of the TIA and geotechnical analysis. Should the results of the TIA and geotechnical analysis show that the scope of the roadway improvements need to be revised, an additional cost estimate will be provided to the Developer, and an additional escrow deposit will be requested. The City will be responsible for bidding the roadway improvements project in accordance with competitive bidding laws. Upon receipt and review of bids, the Developer will deposit the amount of the accepted bid plus 10% contingencies, the estimated cost for construction administration and inspection, construction staking, construction materials testing, with the City. Within forty-five (45) days of City acceptance of the roadway improvements, the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the escrow account, less the amount required for the one-year warranty inspection to be conducted by the City Engineer. In the event the City has expended more than the deposit amount, the Developer will reimburse the City for any excess cost.

ARTICLE III.

Section 3.1. Reimbursement. The City shall enter into a 380 agreement, as shown on **Exhibit I** to reimburse the Developer for construction of the public infrastructure required to serve the development up to \$4,000,000 or \$4,800,000 in the event improvements to CB Stewart Dr are required based on the results of the required Traffic Impact Analysis. Reimbursement will be paid out over a term not to exceed 10 years from the execution of this agreement. The Reimbursement amount shall be paid back from the annual sales revenue received from the Development by 95% of the annual sales revenue received by the City and 50% of the annual revenue received by the Montgomery Economic Development Corporation.

ARTICLE IV

DEFAULT AND TERMINATION

Section 4.1. Material Breach of Agreement. It is the intention of the parties to this Agreement that the Tract be developed in accordance with the terms of this Agreement.

The parties acknowledge and agree that any substantial deviation by the Developer from the material terms of this Agreement would frustrate the intent of this Agreement, and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the Developer shall be deemed to have occurred in the event of failure of the Developer to comply with a provision of this Agreement or the City Code provisions applicable to the Tract.

In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article III shall provide the remedies for such default.

Section 4.2. Notice of Developer's Default.

a. The City shall notify Developer in writing of an alleged failure by the Developer to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. Developer shall, within thirty (30) days after receipt of the notice or a longer period of time as the City may specify in the notice, either cure the alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

b. The City shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by Developer. The alleged defaulting party shall make available to the City, if requested, any records, documents or other information necessary to make the determination, except to the extent that such information is protected by attorney/client privilege.

c. If the City determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that the failure is excusable, the determination shall conclude the investigation.

d. If the City determines that a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by Developer in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City may pursue any and all remedies it has at law or equity.

Section 4.3. Notice of City's Default.

a. Developer shall notify the City in writing specifying any alleged failure by the City to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of the notice or the longer period of time as Developer may specify in the notice, either cure the alleged failure or, in a written response to Developer, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

b. Developer shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the City. The City shall make available to the Developer, if requested, any records, documents or other information necessary to make the determination that are subject to the Public Information Act, Chapter 551, Texas Government Code.

c. If Developer determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to Developer, or that the failure is excusable, the determination shall conclude the investigation.

d. If Developer determines a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to Developer, then Developer may pursue any and all remedies it has at law or equity.

Section 4.4. Remedies. In addition to all the rights and remedies provided under the laws of the State of Texas, because of the peculiar damage each party hereto might suffer by virtue of a default by another party, each party shall be entitled to the equitable remedy of specific performance or mandamus, as well as all other legal and equitable remedies available.

ARTICLE V.

MISCELLANEOUS

Section 5.1. Sale of Tract; Assignability. Any agreement by Developer to sell the entirety or any portion of the Tract to a person intending to develop the tract or such portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract to such Successor Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Developer. This Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of parcels out of the Tract. This Agreement is assignable upon written notice to the City; such notice of assignment shall be given within 30 days of an assignment and such notice shall include evidence that the assignee has assumed the obligations under this Agreement.

Section 5.2. Force Majeure. In the event a party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other

parties as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by 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. Such cause shall as far as possible be remedied with all reasonable dispatch.

The term "force majeure" as used herein shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy or of terrorism, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, suspension of issuance of permits by environmental agencies outside the control of any party, explosions, breakage or damage to machinery or pipelines and any other incapacities of any party, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

Section 5.3. Law Governing. This Agreement shall be governed by the laws of the State of Texas, and no lawsuit shall be prosecuted on this Agreement except in a federal or state court of competent jurisdiction.

Section 5.4. No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any 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 circumstances.

Section 5.5. Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advise (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to another (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. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited. Notice given in any such other manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

City of Montgomery, Texas
101 Old Plantersville Road
Montgomery, TX 77535
Attention: City Administrator

With a copy to City attorney:

Johnson Petrov LLP
2929 Allen Parkway, Suite 3150
Houston, TX 77019
Attention: Alan P. Petrov

If to the Developer, to:

BCS Capital, LLC
Attn: Jack Burgher, Partner
1940 Fountainview Drive, Suite 220
Houston, Texas 77057

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 any other address by at least fifteen (15) days' written notice to the other parties.

Section 5.6. Merger and Modification. This Agreement, including the exhibits that are attached hereto and incorporated herein for all purposes, embodies the entire agreement between the parties relative to the subject hereof. This Agreement shall be subject to change or modification only with the mutual written consent of all the parties.

Section 5.7. Severability. The provisions of this Agreement are severable, and if any part of this 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 Agreement and the application of part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 5.8. Benefits of Agreement. This Agreement is for the benefit of the City and Developer and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

Section 5.9. Recordation. The City shall record this Agreement and any amendments thereof in the deed records of Montgomery County. In addition, any assignments of this Agreement shall be recorded in the deed records of Montgomery County. This Agreement, when recorded, shall be a covenant running with the land and binding upon the Tract, the parties and their assignees during the term of this Agreement. However, this Agreement shall not be binding upon and shall not constitute any encumbrance to title as to any purchaser of a tract or lot within the Tract who does not intend to resell, subdivide or develop the tract or lot in the ordinary course of business.

Section 5.10. Term. This Agreement shall be in force and effect from the Effective Date and continue for a term of thirty (30) years unless otherwise previously terminated pursuant to some term or condition of this Agreement or by express written agreement by the City and Developer. Upon expiration of thirty (30) years from the Effective Date of this Agreement, this Agreement may be extended upon mutual consent of the Developer and the City.

Section 5.11. Authority for Execution. The City hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Code. The Developer hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of such entity.

(Signature Pages to Follow)

Executed by the Developer and the City to be effective on the Effective Date.

BCS Capital, LLC a Texas limited liability company

By: _____

Name: Jack Burgher

Title: Manager

Date: _____

STATE OF TEXAS §

§

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this _____ day of _____, 2025, by Jack Burgher, Manager of BCS Capital, LLC, a Texas limited liability company, on behalf of said entity.

Notary Public, State of Texas

(NOTARY SEAL)

CITY OF MONTGOMERY, TEXAS

Sara Countryman, Mayor

ATTEST:

Name: Ruby Beaven
Title: City Secretary

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this _____ day of _____, 2025, by Sara Countryman, Mayor, City of Montgomery, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT "A"
METES AND BOUNDS

EXHIBIT "B"

FORM OF UTILITY AGREEMENT

FORM OF UTILITY AGREEMENT

THE STATE OF TEXAS §
 §
 COUNTY OF MONTGOMERY §

THIS AGREEMENT is made and entered into as of the date herein last specified, by and between the CITY OF MONTGOMERY, TEXAS (the "City"), a Type A general-law municipality located in Montgomery County, Texas, and BCS CAPITAL, LLC, a Texas limited liability company (the "Developer"). The City and Developer are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the City is a Type-A general law city that provides a full range of governmental services to its citizens. The City owns and operates water production and distribution facilities, wastewater collection and treatment facilities, a police department and provides other municipal services; and

WHEREAS, the Developer owns approximately 32.72 acres of land within the corporate boundaries of the City and described more particularly in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Tract"); and

WHEREAS, the Developer plans to construct and design, water lines, sanitary sewer lines, and road improvements to serve the Tract; and

WHEREAS, the Parties now desire to enter into an agreement under the terms of which, among other things: (i) the Developer will construct or acquire for the benefit of, and for ultimate conveyance to the City, all or certain of the Facilities (as defined herein) needed to serve land to be developed within the boundaries of the Tract; (ii) the City will maintain the Facilities once they are conveyed to the City by the Developer; (iii) the City will provide sufficient water supply and wastewater treatment plant capacity to serve the Tract at full development, on a time schedule that meets the Developer's needs, and will impose impact fees for such capacity as set forth herein; and (iv) the City will provide water supply and wastewater treatment services to the customers within the Tract; and

WHEREAS, the Parties have determined that they are authorized by the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions and conditions hereof are mutually fair and advantageous to each; NOW, THEREFORE;

AGREEMENT

For and in consideration of these premises and of the mutual promises, obligations, covenants and benefits herein contained, the Parties contract and agree as follows:

ARTICLE I DEFINITIONS

The capitalized terms and phrases used in this Agreement shall have the meanings as follows:

"City Code" shall mean the Code of Ordinances adopted by the City, as amended from time to time.

"City Administrator" shall mean the City Administrator of the City.

"Development" or "Tract" means the approximately 32.72 acres of land to be developed by Developer, as described in **Exhibit A** attached hereto and incorporated herein for all purposes.

"Development Agreement" shall mean that certain Development Agreement, between the City and BCS Capital, LLC, a Texas limited liability, as may be amended from time to time.

"ESFC" means that amount of water or wastewater, as applicable, set by the City that constitutes an Equivalent Single Family connection, which amount may be changed from time to time. At the time of this Agreement, an ESFC of water means 300 gallons per day and an ESFC of wastewater means 200 gallons per day.

"Facilities" means the off-site waterlines and sanitary sewer lines to serve the Development, constructed and designed by the City as shown on **Exhibit C and Exhibit D**.

"Parties" shall mean the City and the Developer, collectively.

ARTICLE II DESCRIPTION, DESIGN, FINANCING AND CONSTRUCTION OF THE FACILITIES

2.01. Facilities. The Facilities shall be designed and constructed by Developer in compliance with all applicable requirements and criteria of City regulations and ordinances. All plans and specifications for the Facilities shall be submitted to the City for approval prior to construction and advertising for bids. The plans and specifications shall be prepared in accordance with the applicable provision of the City Code, as they may be amended from time to time.

2.02. Water Lines. The City will design and construct the public 12" waterlines required to serve the development, at the cost of the Developer. The Developer will be responsible for the extension of the public waterlines as shown in Exhibit C (the "Buffalo Springs Waterline" and "SH 105 Waterline"). The waterlines deemed to be Public will be constructed in public right of way or easement and to the extent necessary, the Developer will be responsible for acquiring any necessary public right of way or easements required for the construction of the Buffalo Springs Waterline and SH 105 Waterline.

2.03. Sanitary Sewer Line.

1. Multi Family: The Developer agrees to design and construct, at their cost, the connection required to serve the Multi-family Development as shown on **Exhibit D (the "Buffalo Springs Sanitary Sewer Line")** by extending a sanitary sewer line north along Buffalo Springs Dr. The Sanitary Sewer Line will be constructed in public right of way or easement and to the extent necessary, the Developer will be responsible for acquiring any necessary public right of way required for the construction of the Buffalo Springs Sanitary Sewer Line.
2. Commercial: The City will design and construct the public sanitary sewer line required to serve the commercial portion of the development, at the cost of the Developer. The commercial pads will be served by extending an 8" sanitary sewer line along SH 105 as shown in **Exhibit D (the "SH 105 Sanitary Sewer Line")**. The sanitary sewer line deemed to be Public will be constructed in public right of way or easement and to the extent necessary, the Developer will be responsible for acquiring any necessary public right of way or easements required for the construction of the SH 105 Sanitary Sewer Line.

2.04. **Impact Fees.** In accordance with the Development Agreement, the Developer agrees to pay impact fees for water supply facilities and wastewater treatment facilities in the amount as stated in the City's current adopted impact fees, or as may be amended from time to time. The Developer will be assessed and pay impact fees at final platting. Impact Fees must be paid before the Final Plat is approved by City Council. If the proposed tap size changes after the time of final platting, a true-up of Impact Fees will be completed within 45 days of the time of the tap request and before the tap is completed.

2.05. **Road Improvements.** The Developer, at its own cost, will make certain improvements to Buffalo Springs Drive, including removing and replacing existing asphalt roadway with a concrete roadway from the existing end of the concrete roadway near the norther boundary of the Home Depot site to the north side of the intersection between Buffalo Springs Drive and CB Stewart Drive. Any additional Road Improvements to Buffalo Springs Drive will be based on the results of a traffic impact analysis conducted by Developer and submitted to the City for review and approval. If the traffic impact analysis recommends improvements to CB Stewart Drive, the Developer shall make such improvements at its own cost. The Developer is responsible for providing engineered plans and specifications for the road improvements to the Tract to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council, and development approvals and permits. The Developer is responsible for receiving additional agency approval for required roadway improvements. The proposed Roadway Improvements are presented as shown on **Exhibit E.**

ARTICLE III
OWNERSHIP, OPERATION AND MAINTENANCE OF FACILITIES

3.01. Ownership by the City. As the Facilities are completed and become operational, the Developer shall convey the same to the City, free and clear of all encumbrances.

3.02. Operation by the City. As the Facilities are completed, representatives of the City shall inspect the same and, if the City finds that the same has been completed in accordance with the approved plans and specifications, the City will accept the same, whereupon such portion of the Facilities shall be operated and maintained by the City at its sole expense as provided herein. In the event that the Facilities have not been completed in accordance with the approved plans and specifications the City will immediately advise the Developer in what manner the infrastructure does not comply, and the Developer shall immediately correct the same; whereupon the City shall again inspect the Facilities and accept the same if the defects have been corrected. During the term of this Agreement, the City will operate the Facilities and provide retail water and sanitary sewer service to all users within the Tract without discrimination. The City shall at all times maintain the Facilities or cause the same to be maintained, in good condition and working order and will operate the same, or cause the same to be operated, in an efficient and economical manner at a reasonable cost and in accordance with sound business principles in operating and maintaining the Facilities, and the City will comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders by any governmental administrative or judicial body promulgating the same.

3.03. Rates and Meters. The City shall bill and collect fees from customers located within the boundaries of the Tract and shall from time to time fix such rates and charges for such customers of the City's system; provided, however, that the rates and charges for services afforded by the system will be equal and uniform to those charged for other similar classifications of users in the City. All water and wastewater revenues from the Tract customers shall belong exclusively to the City. The City shall be responsible for providing and installing any necessary meters for the individual customers.

3.04. Tap Fees / Connection Charges. Notwithstanding anything in the City Code to the contrary, the City will impose a charge for tap fees or connections to the water and wastewater system at a rate to be determined from time to time by the City, provided the charge is equal to the sums charged other City users for comparable connections, and the connection charges shall belong exclusively to the City.

ARTICLE IV
REMEDIES IN EVENT OF DEFAULT

The Parties hereto expressly recognize and acknowledge that a breach of this Agreement by either party may cause damage to the non-breaching party for which there will not be an adequate remedy at law. Accordingly, in addition to all the rights and remedies provided by the laws of the State of Texas, in the event of a breach hereof by either party, the other party shall be entitled but not limited to the equitable remedy of specific performance or a writ of mandamus to

compel any necessary action by the breaching party. In the event that a party seeks a remedy as provided in this Article or any monetary damages as otherwise provided in this Agreement, the breaching party shall be required to pay for the non-breaching party's attorneys' fees and court costs.

ARTICLE V MISCELLANEOUS PROVISIONS

5.01. Force Majeure. In the event either party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this 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 the full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

5.02. Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

5.03. Address and Notice. Unless otherwise provided in this Agreement, any notice to be given under this Agreement shall be given in writing and may be given either by depositing the notice in the United States mail postpaid, registered or certified mail, with return receipt requested; delivering the notice to an officer of such party; or sending the notice by prepaid telegram, when appropriate. Notice deposited by mail in the foregoing manner shall be effective the day after the day on which it is deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purposes of notice, the addresses of the Parties shall be as follows:

If to the City, to:

City of Montgomery, Texas
101 Old Plantersville Road
Montgomery, TX 77316
Attention: City Administrator

With a copy to City attorney:

Johnson Petrov LLP
2929 Allen Parkway, Suite 3150
Houston, TX 77019

Attn: Alan P. Petrov

If to the Developer, to:

BCS Capital, LLC
Attn: Jack Burgher, Partner
1940 Fountainview Drive, Suite 220
Houston, Texas 77057

The Parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other Party.

5.04. Assignability. This Agreement may not be assigned by either except upon written consent of the other Party

5.05. No Additional Waiver Implied. The failure of a Party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by any other Party.

5.06. Reservation of Rights. All rights, powers, privileges and authority of the Parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the Parties and, from time to time, may be exercised and enforced by the Parties.

5.07. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties hereto and shall not be construed to confer any rights upon any third parties.

5.08. Merger. This Agreement embodies the entire understanding between the Parties and there are no representations, warranties or agreements between the Parties covering the subject matter of this Agreement.

5.09. Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the Parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

5.10. Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

5.11. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

5.12. Term and Effect. This Agreement shall remain in effect until the expiration of thirty (30) years from the date hereof.

[EXECUTION PAGES FOLLOW.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this ____ day of ____ 2025.

**THE CITY OF MONTGOMERY,
TEXAS**

Sara Countryman, Mayor

ATTEST/SEAL:

Ruby Beaven, City Secretary

BCS CAPITAL, LLC, a Texas limited liability company

By: _____

Name: Jack Burgher

Title: Manager

STATE OF TEXAS §

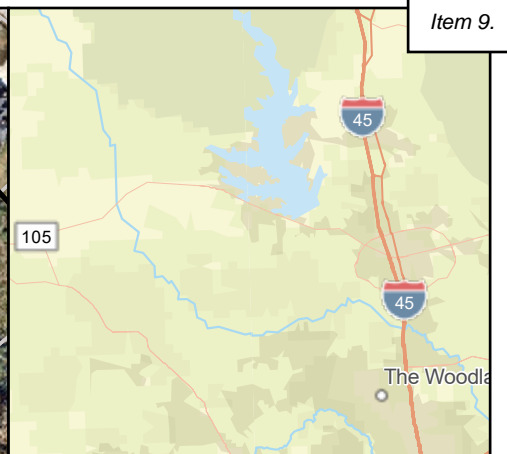
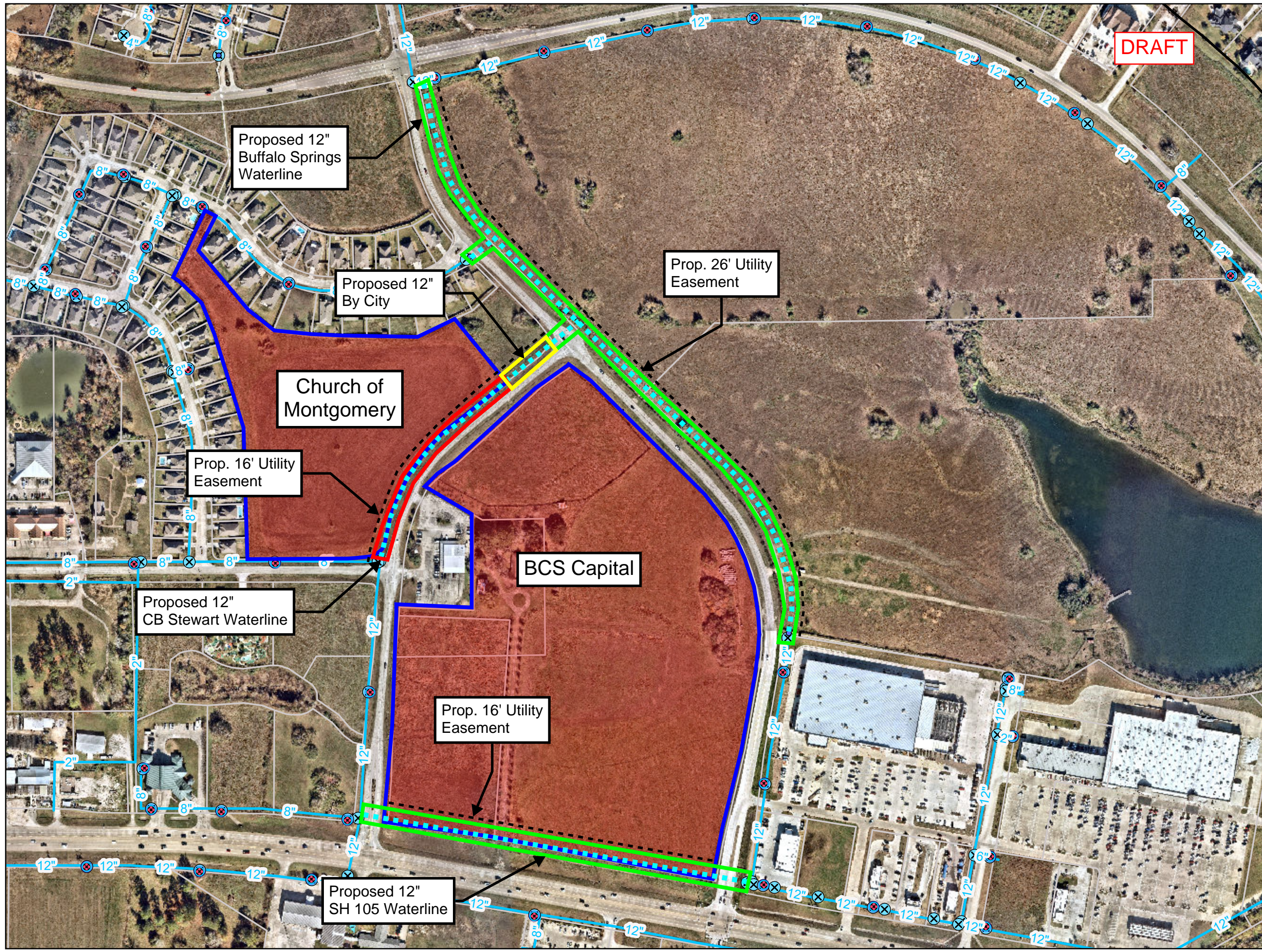
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COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this _____ day of _____, 2025, by Jack Burgher, Manager of BCS Capital, LLC, a Texas limited liability, on behalf of said company.

Notary Public, State of Texas

(NOTARY SEAL)



Legend

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

Water

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

0 360 720
ft

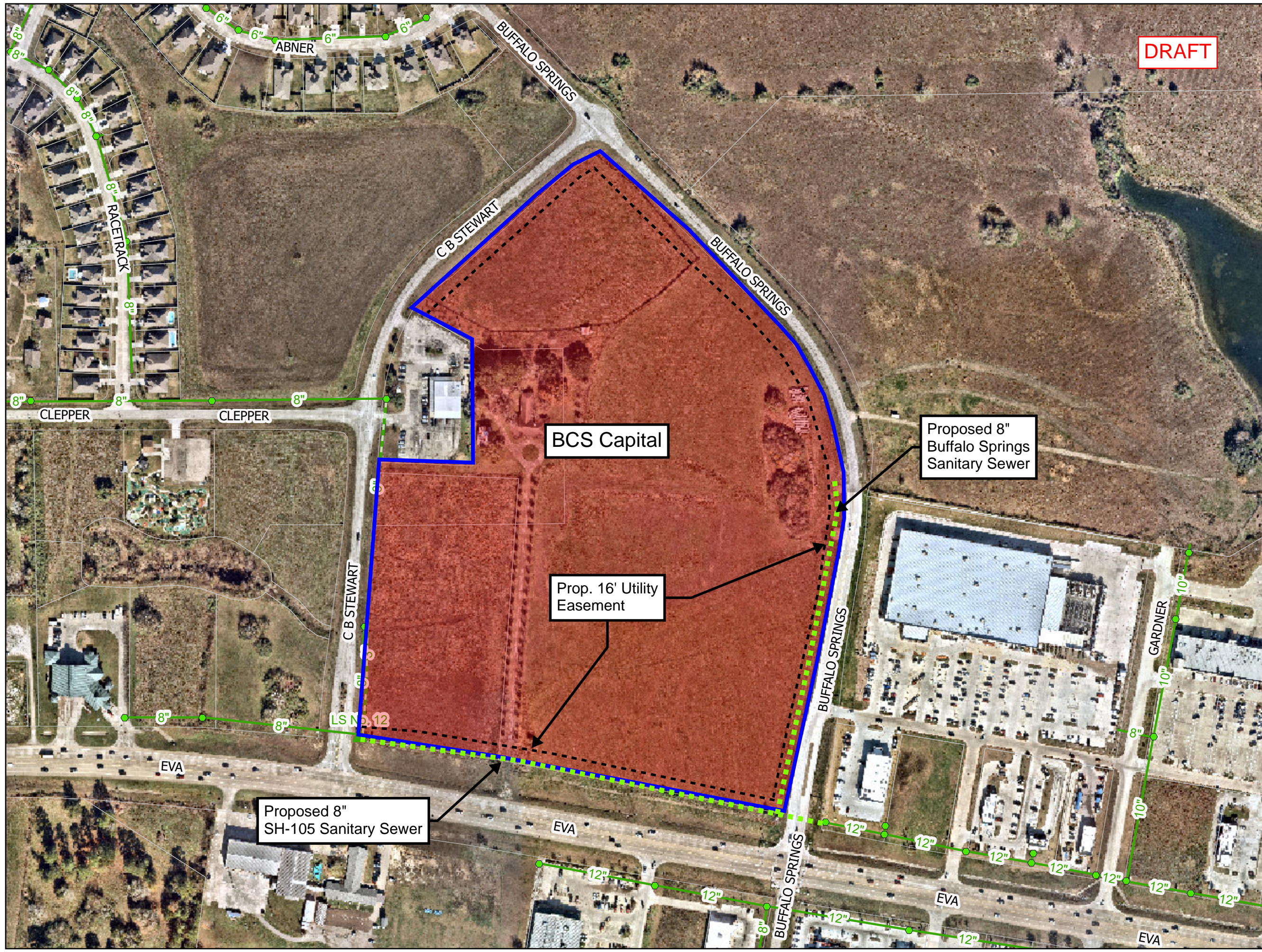
EXHIBIT C: Public Waterline Improvements



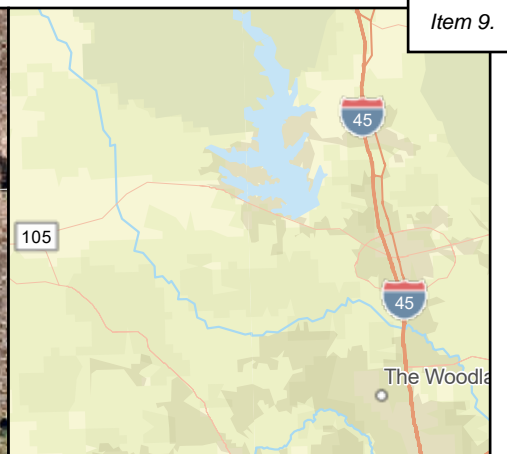
Disclaimer: This product is offered for graphical purposes only and may not be suitable for legal, engineering, or surveying purposes. The information shown on this exhibit represents the approximate location of property, municipal boundaries or facilities.



EXHIBIT "D"
PUBLIC SANITARY SEWER EXTENSION



DRAFT



Legend

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

Sanitary Sewer

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

0 0.05 0.1
mi

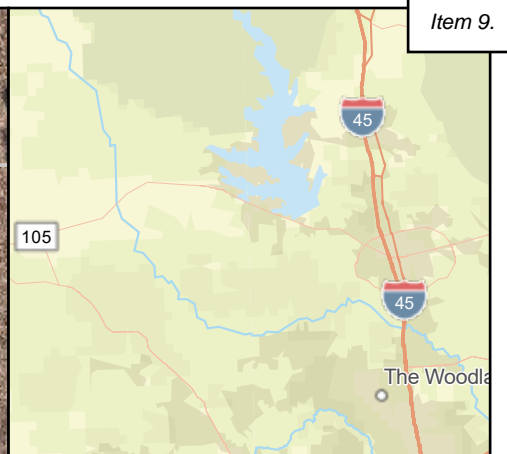
EXHIBIT D:
Public Sanitary Sewer
Improvements



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"
ROADWAY IMPROVEMENTS



Legend

- BCS Capital Additional Tract (6 AC)
- BCS Capital Tract (32 AC)
- Road Improvement Area (CB Stewart)
- Road Improvement Area (Buffalo Springs)
- Mountable Curb
- Center Median
- Proposed Divided Median
- Tax Parcel

0 325 650
ft

EXHIBIT B:
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 “F”
COST ESTIMATE



Preliminary Cost Estimate
Buffalo Springs and CB Stewart Public Infrastructure Improvements
City of Montgomery
7/2/2025

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, and Bidding					\$ 80,000
Construction Administration and Inspection					\$ 45,000
Fees and Expenses					\$ 5,000
Construction Materials Testing					\$ 15,000
Total					\$ 1,447,000
Church of Montgomery Pro Rata Share					\$ 170,700
BCS Capital Pro Rata Share					\$ 1,233,600
City Pro Rata Share					\$ 42,700

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.

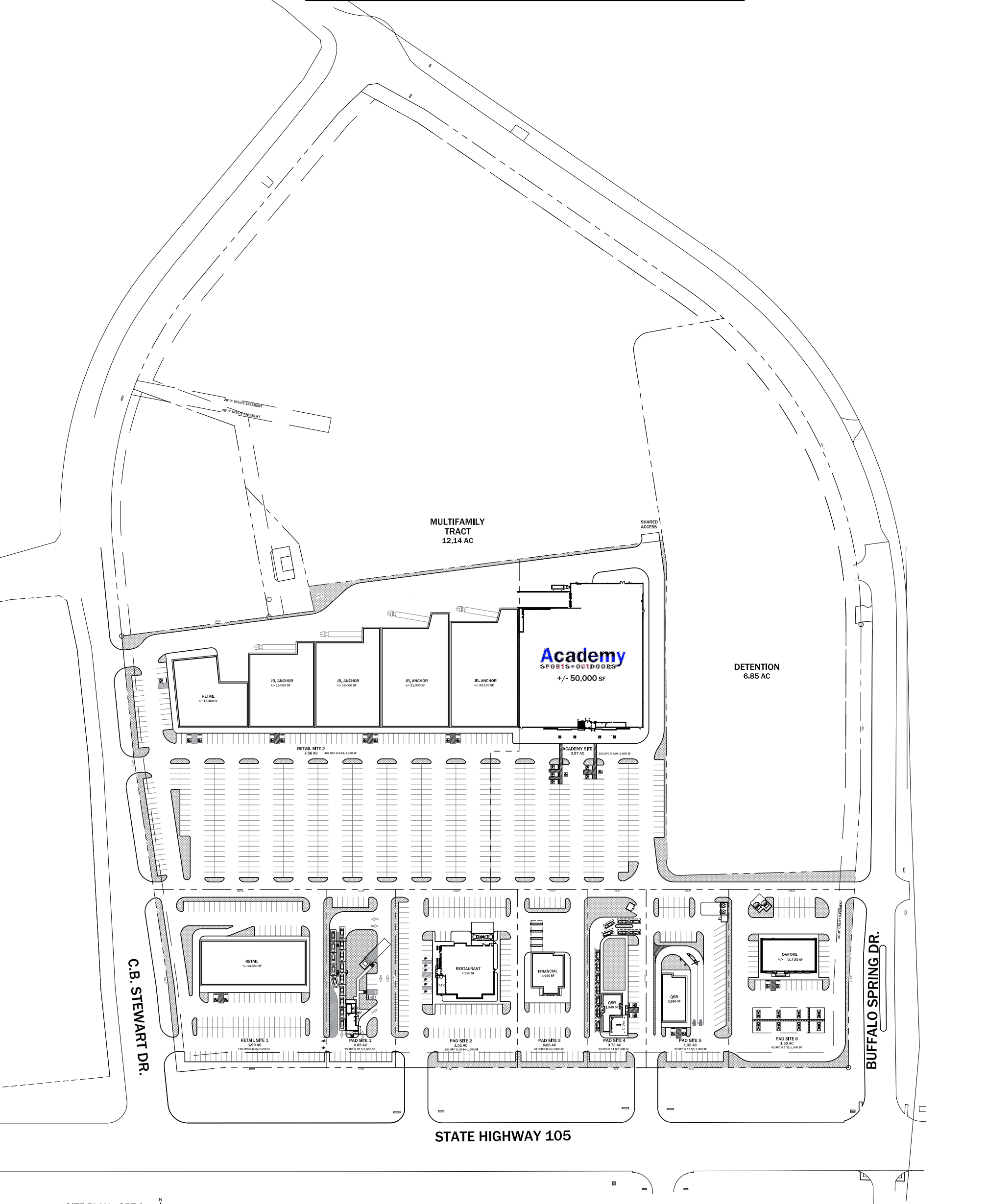
(4) Amounts to be funded by each party will be based on pro-rata share of the total linear footage of the proposed utility extensions.

(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.

EXHIBIT "G"
MASTER GENERAL PLAN

THIS DRAWING IS FOR PRESENTATION PURPOSES ONLY. ANY AND ALL FEATURES, MATTERS AND OTHER INFORMATION DEPICTED HEREON OR CONTAINED HEREIN ARE FOR ILLUSTRATIVE MARKETING PURPOSES ONLY. ARE SUBJECT TO MODIFICATION WITHOUT NOTICE. ARE NOT INTENDED TO BE RELIED UPON BY ANY PARTY AND ARE NOT INTENDED TO CONSTITUTE REPRESENTATIONS AND WARRANTIES AS TO THE SIZE AND NATURE OF IMPROVEMENTS TO BE CONSTRUCTED (OR THAT ANY IMPROVEMENTS WILL BE CONSTRUCTED) OR AS TO THE IDENTITY OR NATURE OF ANY OCCUPANTS THEREOF.

EXHIBIT A: Preliminary Lane Use Plan



01 SITE PLAN - OPT 2
SCALE: 1" = 50'-0"

EXHIBIT "H"
380 AGREEMENT

CHAPTER 380 ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
BCS CAPITAL, LLC

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (the “**Agreement**”) is executed by and between the City of Montgomery, Texas (the “**City**”), the Montgomery Economic Development Corporation (the “**MEDC**”), and BCS Capital, LLC, a Texas limited liability company (“**BCS**”). The City, MEDC, and BCS may individually be referred to as a “**Party**” and collectively as the “**Parties**.”

WITNESSETH:

WHEREAS, BCS is in the process of developing approximately 32.72 acres of land, as generally described and depicted in attached Exhibit A, incorporated by reference (“the Property”), owned by BCS and to be used for a new commercial development; and

WHEREAS, BCS has requested certain economic development incentives for the retail store on the Property to defray a portion of the costs of the improvements and infrastructure associated with the Property; and

WHEREAS, Chapter 380 of the Texas Local Government Code provides that Texas municipalities may create programs to promote local economic development; and

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

WHEREAS, the Texas Development Corporation Act, contained in Chapters 501-505 of the Texas Local Government Code, as amended (the “**Act**”), authorizes the MEDC to provide economic development grants for infrastructure necessary to promote or develop new or expanded business enterprises and as such, constitutes a “project,” as that term is defined in the Act; and

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

WHEREAS, the City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs.

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

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

“Annual Sales Tax Grants” shall mean economic development grants, each in the amount equal to that portion of the Sales Tax Receipts received by the City and the MEDC for the applicable Sales Tax Reporting Period, to be paid annually to BCS as set forth herein. The amount of each Annual Sales Tax Grant shall be computed by multiplying the Sales Tax Receipts received by the City by ninety-five percent (95%) and for the MEDC by fifty percent (50%) for the given Sales Tax Reporting Period times, less the administrative fee charged to the City and MEDC by the State of Texas. For purposes of clarification, and as defined in “Sales and Use Tax,” below, the sales tax referenced herein subject to the aforementioned ninety-five percent (95%) and fifty percent (50%) limitation is (i) the City’s one percent (1.0%) general municipal sales and use tax imposed pursuant to Chapter 321, Texas Tax Code, on the sale of Taxable Items consummated on the Property; and (ii) with respect to the MEDC, one-quarter of one percent (0.25%) sales and use tax imposed pursuant to the Texas Development Corporation Act, Chapter 501, Texas Local Government Code.

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

“Commencement Date” shall mean the date a certificate of occupancy is issued by the City for occupancy of the Improvements by BCS.

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

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

“Effective Date” shall mean the last date of execution hereof.

“Expiration Date” shall mean the earlier of: (i) ten (10) years from the Effective Date of this agreement; or (ii) the date of payment of the Maximum Sales Tax Grant amount.

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

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

“Improvements” shall mean a water line, sanitary sewer line and road improvements to be constructed on the Property, more fully described in the submittals filed by BCS with the City, from time to time, in order to obtain a building permit(s).

“Maximum Sales Tax Grant” shall mean the cumulative payment of Sales Tax Grants (inclusive of the City and the MEDC) to BCS in the amount of four million dollars (\$4,000,000.00) for the required public infrastructure needed to serve the development including waterline, sanitary sewer and paving to be dedicated to the City. Should the required Traffic Impact Analysis (TIA) on the property determine that improvements to CB Stewart are required then the maximum sales tax grant shall increase to four million, eight hundred thousand dollars (\$4,800,000.00).

“Party” shall mean any party to this Agreement.

“Payment Request” shall mean a written request from BCS to the City and the MEDC for payment of an Annual Sales Tax Grant for the applicable Sales Tax Reporting Period.

“Property” shall mean the real property described in Exhibit A.

“Sales and Use Tax” shall mean (i) with respect to the City, the City’s one percent (1.0%) general municipal sales and use tax imposed pursuant to Chapter 321, Texas Tax Code, on the sale of Taxable Items consummated on the Property; and (ii) with respect to the MEDC, one-quarter of one percent (0.25%) sales and use tax imposed pursuant to the Texas Development Corporation Act, Chapter 501, Texas Local Government Code, on behalf of MEDC, on the sale of Taxable Items consummated on the Property, and MEDC sales and use tax proceeds shall be utilized only for those purposes authorized pursuant to the Texas Development Corporation Act.

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

“Sales Tax Certificate” shall mean one or more Sales Tax Area Reports or a report provided by the Comptroller to the City in accordance with Section 321.3022, Texas Tax Code (or other applicable provision of the Texas Tax Code), which lists the amount of Sales and Use Tax collected (including any refunds, credits or adjustments) for the Sales Tax Reporting Period paid by a business located on the property and received by the City (and the MEDC) from the Comptroller from the sale of Taxable Items consummated on the Property and, in turn, paid by the Comptroller to the City (and to the City on behalf of the MEDC) for use by the City in accordance

with this Agreement; or, if such a report is not available, then a certificate or statement in a form reasonably approved by the City, setting forth the collection of Sales and Use Tax (including any refunds, credits or adjustments) received by the City from the Comptroller, from the sale of Taxable Items consummated on the Property, including supporting documentation, to be provided by BCS that provides the same or similar information, as such other information as the City may reasonably require from time to time.

“Sales Tax Receipts” shall mean (i) with respect to the City, the City’s receipt of the City’s Sales and Use Tax from the Comptroller from collection of Sales and Use Tax (it being expressly understood that the City’s use of the sales and use tax receipts are being used only as a measurement for its use of general funds to make a grant for economic development purposes) as a result of the sale of Taxable Items for the Sales Tax Reporting Period consummated on the Property; and (ii) with respect to the MEDC, the MEDC’s receipt of the MEDC’s Sales and Use Tax from the Comptroller from collection of Sales and Use Tax (it being expressly understood that the MEDC use of the sales and use tax receipts are being used only as a measurement for its use of general funds to make a grant for authorized economic development purposes) as a result of the sale of Taxable Items by BCS for the Sales Tax Reporting Period consummated on the Property.

“Sales Tax Reporting Period” shall mean a calendar year (with the calendar year ending December 31) except that the first Sales Tax Reporting Period shall begin on the Commencement Date and continue through and include the last day of the first full calendar year or fiscal year, as applicable, following the Commencement Date.

“State of Texas” shall mean the Office of the Texas Comptroller, or its successor.

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

2. Sales Tax Grants.

(a) Annual Sales Tax Grants. Subject to the continued satisfaction of all the terms and conditions of this Agreement by BCS, the City and the MEDC (collectively referred to as “Grantors”) agree to provide BCS with an Annual Sales Tax Grant until the Expiration Date of this Agreement, not to exceed the Maximum Sales Tax Grant in the aggregate. The Annual Sales Tax Grants shall be paid within ninety (90) days after receipt of a Payment Request. Each Payment Request shall be submitted to the City not later than April 1 of the calendar year immediately following the end of the applicable Sales Tax Reporting Period (or 90 days immediately following the end of the applicable Sales Tax Reporting Period if such period is not on a calendar year basis), beginning with the first Sales Tax Reporting Period. Failure to timely submit a Payment Request for a given Sales Tax Grant Reporting Period shall require the City to notify BCS of such failure to submit and give BCS thirty (30) days to cure after its receipt of such notice.

(b) Adjustment Notification. BCS shall promptly notify the City in writing of any adjustments found, determined or made by BCS, the State of Texas, or by an audit which results, or will result, in either a refund or reallocation of Sales Tax Receipts or the payment of Sales and

Use Tax or involving amounts reported to the State of Texas as subject to this Agreement. Such notification shall also include the amount of any such adjustment in Sales and Use Tax or Sales Tax Receipts. BCS shall notify the City in writing within ninety (90) days after receipt of notice of the intent of the State of Texas to audit BCS. Such notification shall also include the period of such audit or investigation.

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

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

(e) Grant Payment Termination: Suspension. The payment of the Annual Sales Tax Grants shall terminate on the effective date of determination by the State of Texas or other appropriate agency or court of competent jurisdiction that the property is not a place of business resulting in Sales and Use Taxes being due the City (and/or the MEDC) from the sale of Taxable Items on the Property. In the event the State of Texas seeks to invalidate the property as a place of business where Sales and Use Tax was properly remitted to the State of Texas (the "Comptroller Challenge") the payment of Annual Sales Tax Grants by the City (including the MEDC) hereunder

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

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

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

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

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

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

- (b) Good Standing. BCS shall not have an uncured breach of this Agreement.
- (c) Completion of Construction of the Improvements. BCS shall, subject to events of Force Majeure, cause Completion of Construction to occur on or before _____.
- (d) Required Use. During the term of this Agreement following the Commencement Date and continuing thereafter until the Expiration Date, the Improvements shall not be used for any purpose other than as a commercial development, and the operation and occupancy of the Improvements in conformance with such use shall not cease for more than thirty (30) consecutive days except in connection with and to the extent of an event of Force Majeure.
- (e) Continuous Ownership. During the term of this Agreement following the Commencement Date and continuing thereafter until the Expiration Date, BCS or an affiliate of BCS shall continuously own the Property.
- (f) Sales Tax Certificate. As a condition to the payment of each Annual Sales Tax Grant hereunder, the City shall have received a Sales Tax Certificate for the applicable Sales Tax Reporting Period for which payment of an Annual Sales Tax Grant is requested. The City shall use its best efforts to obtain such Sales Tax Certificate from the Comptroller and shall provide a copy of each such Sales Tax Certificate to BCS upon its request. The City shall have no duty to calculate the Sales Tax Receipts or determine the entitlement of BCS to any Annual Sales Tax Grant, or pay any Annual Sales Tax Grant during the term of this Agreement until such time as BCS has provided items (1) through (4) set forth below and a Payment Request for the applicable Sales Tax Reporting Period. The City may, but is not required to, provide BCS with forms for items (1) through (4) set forth below and required herein. At the request of the City, BCS shall provide such additional documentation as may be reasonably requested by the City to evidence, support and establish the Sales Tax Receipts (including Sales and Use Tax paid directly to the State of Texas pursuant to a direct payment permit) received by City from the State of Texas. Each Payment Request shall at a minimum be accompanied by the following:
- (1) Schedules, which show the amount of total sale of Taxable Items consummated on the Property for the applicable Sales Tax Reporting Period, and the amount of Sales and Use Tax collected and paid to the State of Texas as a result of the sale of Taxable Items consummated at the Improvements for the applicable Sales Tax Period;
 - (2) A copy of all Sales and Use Tax returns and reports, Sales and Use Tax prepayment returns, direct payment permits and reports, including amended sales and use tax returns or reports, for the applicable Sales Tax Reporting Period showing the Sales and Use Tax collected (including Sales and Use Tax paid directly to the State of Texas pursuant to a direct payment certificate) for the sale of Taxable Items consummated at the Improvements;
 - (3) A copy of all direct payment and self-assessment returns, if any, including amended returns, for the applicable Sales Tax Reporting Period showing the Sales and Use Tax paid for the sale of Taxable Items consummated at the Improvements; and

- (4) Information concerning any refund or credit received during the applicable Sales Tax Reporting Period of the Sales and Use Taxes paid or collected on the Property which has previously been reported as Sales and Use Tax paid or collected.

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

5. Termination Provisions.

- (a) Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:
 - (1) by mutual written agreement of the Parties;
 - (2) by a Party, if another Party defaults or breaches any of the terms or conditions of this Agreement, and such default or breach is not cured within ninety (90) days after written notice thereof;
 - (3) by the City and/or the MEDC, if any Impositions owed to the City, the MEDC or the State of Texas by BCS with respect to the Property shall have become delinquent (provided, however, BCS retains the right to timely and properly protest and contest any such taxes or Impositions);
 - (4) by the City and/or the MEDC, if BCS suffers an Event of Bankruptcy or Insolvency;
 - (5) by any Party if any subsequent federal or state legislation or any final and non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or
 - (6) by payment to BCS of the maximum Sales Tax Grant;
 - (7) by a timelapse of 10 years from the date of execution of the agreement.
- (b) Offsets. The City (and on behalf of the MEDC) may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City and/or the MEDC from BCS, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise and regardless of whether or not the debt due the City and/or the MEDC has been reduced to judgment by a court.

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

7. **Limitation on Liability.** It is understood and agreed between the Parties that BCS in satisfying the conditions of this Agreement has acted independently, and the City and the MEDC assume no responsibilities or liabilities to third parties in connection with BCS actions. Further, BCS agrees to indemnify and hold harmless the City and the MEDC from all claims, suits, demands, and causes of actions by a third party arising solely out of its own, but not the other's, actions and performance under this Agreement, as hereinafter referenced.

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

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

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

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

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

If to the City, to:

City of Montgomery, Texas
101 Old Plantersville Road
Montgomery, TX 77535
Attention: City Administrator

With a copy to City attorney:

Johnson Petrov LLP
2929 Allen Parkway, Suite 3150
Houston, TX 77019
Attention: Alan P. Petrov

If to MEDC, to:

Montgomery Economic Development Corporation
101 Old Plantersville Road
Montgomery, TX 77535
Attention: _____

If to BCS, to:

BCS Capital, LLC
Attn: Jack Burgher, Partner
1940 Fountainview Drive, Suite 220
Houston, Texas 77057

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

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

15. Indemnification.

(a) **BCS AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, THE MEDC, AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY FOR THE PURPOSE OF THIS SECTION, THE "CITY") HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES, AND DEMANDS BY THE STATE OF TEXAS INsofar AS SUCH LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES, AND DEMANDS ARISE OUT OF A CLAIM BY THE STATE OF TEXAS THAT THE CITY HAS BEEN PAID ERRONEOUSLY, HAS BEEN OVER-PAID OR HAS BEEN INCORRECTLY ALLOCATED SALES AND USE TAX ATTRIBUTED SOLELY TO THE SALE OF TAXABLE ITEMS BY BCS AND/OR BCS AFFILIATES CONSUMMATED ON THE PROPERTY DURING THE TERM OF THIS AGREEMENT, IT BEING THE INTENTION OF THE PARTIES THAT BCS SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY ANNUAL SALES TAX GRANTS PAID TO BCS HEREIN BY THE CITY (AND THE MEDC) THAT RELATE TO SALES AND USE TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WERE ERRONEOUSLY PAID, DISTRIBUTED, OR ALLOCATED TO OR COLLECTED BY THE CITY. THE INDEMNIFICATION SHALL NOT APPLY TO ANY LIABILITY RESULTING SOLELY FROM ERRORS OR OMISSIONS OF THE CITY OR THE MEDC. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND DO NOT CREATE ANY OBLIGATIONS**

FROM OR GRANT ANY CONTRACTUAL OR OTHER RIGHTS TO ANY OTHER PERSON OR ENTITY, OTHER THAN OBLIGATIONS, IF ANY, THAT ARISE FROM BCS TO THE CITY TO PERFORM OBLIGATIONS CREATED BY THIS SECTION.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 15, IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT AND TO THE EXTENT THAT ANY INDEMNIFIED PARTY IS ENTITLED TO INDEMNIFICATION FROM BCS UNDER THE TERMS OF PARAGRAPH (A) ABOVE IN RESPECT OF ANY OF THE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES, AND DEMANDS REFERRED TO THEREIN, BCS SHALL NOT BE JOINTLY AND SEVERALLY LIABLE FOR SUCH AMOUNT, BUT INSTEAD SHALL EACH BE RESPONSIBLE INDIVIDUALLY ONLY FOR AN AMOUNT EQUAL TO FIFTY PERCENT (50%) OF THE AMOUNT PAYABLE TO ANY SUCH INDEMNIFIED PARTY AND SUCH AMOUNT PAYABLE BY EACH OF BCS SHALL LIMITED TO AND SHALL NOT EXCEED THE TOTAL AMOUNT OF ANNUAL SALES TAX GRANTS PREVIOUSLY RECEIVED BY EACH OF THEM PURSUANT TO THIS AGREEMENT.

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

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

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

19. **Authority to Execute Agreement.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that (1) it has all requisite power and authority under the Constitution and laws of the State of Texas to enter into and perform its obligations under this Agreement, and (2) the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. The MEDC warrants and represents (1) it has all requisite power and authority under the Constitution and laws of the State of Texas to enter into and perform its obligations under this Agreement, and (2) the individual executing this Agreement on behalf of the MEDC has full authority to execute this Agreement and bind the MEDC to the same.

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

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

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

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

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

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

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

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

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

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

CITY OF MONTGOMERY, TEXAS

Sara Countryman, Mayor

Date: _____

**MONTGOMERY ECONOMIC
DEVELOPMENT CORPORATION**

By: _____

Name: _____

Title: _____

Date: _____

BCS Capital, LLC, a Texas limited liability company

By: _____

Name: Jack Burgher

Title: Manager

Date: _____

EXHIBIT “A”
The Property

Montgomery City Council
AGENDA REPORT

Meeting Date: 07/08/2025	Budgeted Amount: NONE
Department: Administration	Prepared By: WGA

Subject

Consideration and Possible Action regarding authorizing the City Engineer to begin design of the Lawson and Simonton Waterline Loop project (the “Project”) subject to receipt of deposit from Superior Properties of Texas, LLC.

Recommendation

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

Discussion

The Lawson and Simonton Waterline Loop Proposal Package Client Memo is attached.

The scope of work includes the construction of an 8” waterline that will create a waterline loop along Lawson and Simonton to serve the proposed Superior Properties development.

As a reminder, this project will be funded by Superior Properties whose Development Agreement was executed at the June 24, 2024, Council meeting.

Approved By

City Staff	Ruby Beaven	Date: 07/01/2025
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Lawson and Simonton Waterline Loop

City of Montgomery

WGA Proposal No. P2025-026

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 SPT Montgomery (the "Developer") is required to extend the existing waterline from Simonton St. and upsize the existing waterline along Lawson creating a waterline loop to serve the proposed development.

SCOPE OF SERVICES

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

1) Preliminary and Design Phase Services:

- a) WGA will create preliminary site layout and coordinate with the City for approval. This phase will include internal/ external project kickoff meetings and the establishment of the design and schedule.
- b) WGA will develop drawings and specifications for the successful construction of the waterline loop from Simonton St. to Lawson St.
- c) Design changes initiated by the Client after the design is complete may result in a request for additional authorization.
- d) Obtain approvals from TCEQ and TxDOT.

2) 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.

3) 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.



4) **Field Project Representation**

- a) Onsite inspection by a Field Project Representative for approximately 4 hours per week (including travel time) during active construction for the duration of the projected contract period of performance (45 calendar days).
- b) Onsite inspection by the project team throughout the duration to attend periodic site visits, final walkthrough inspections, etc.

5) **Construction Materials Testing**

- a) Includes reimbursable expenses of construction materials testing incurred during the construction of the proposed waterline.

6) **Reimbursable Expenses**

- a) Includes surveying, potholing, construction staking, construction materials testing, advertising expenses, and other reimbursable expenses.

ASSUMPTIONS AND EXCLUSIONS

- The land plan provided by the Developer 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.
- Construction services over 20% of original contract period of performance and will be billed hourly.
- Survey is not included in and will be paid directly by the Developer including topo survey, metes and bounds, and any existing features including easements, utilities, or any other pertinent information needed to complete the project.
- Does not include design of the "Lone Star Parkway Waterline" to serve the multi-family tract.

ANTICIPATED SCHEDULE

Client Authorization	1	Calendar Days
Preliminary & Design Services	90	Calendar Days
Bid Phase	30	Calendar Days
Contracts	21	Calendar Days
Construction	45	Calendar Days
	186	Calendar Days
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.		



ENGINEERING COST

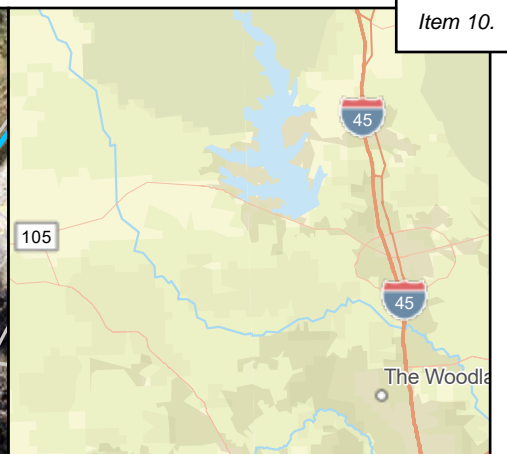
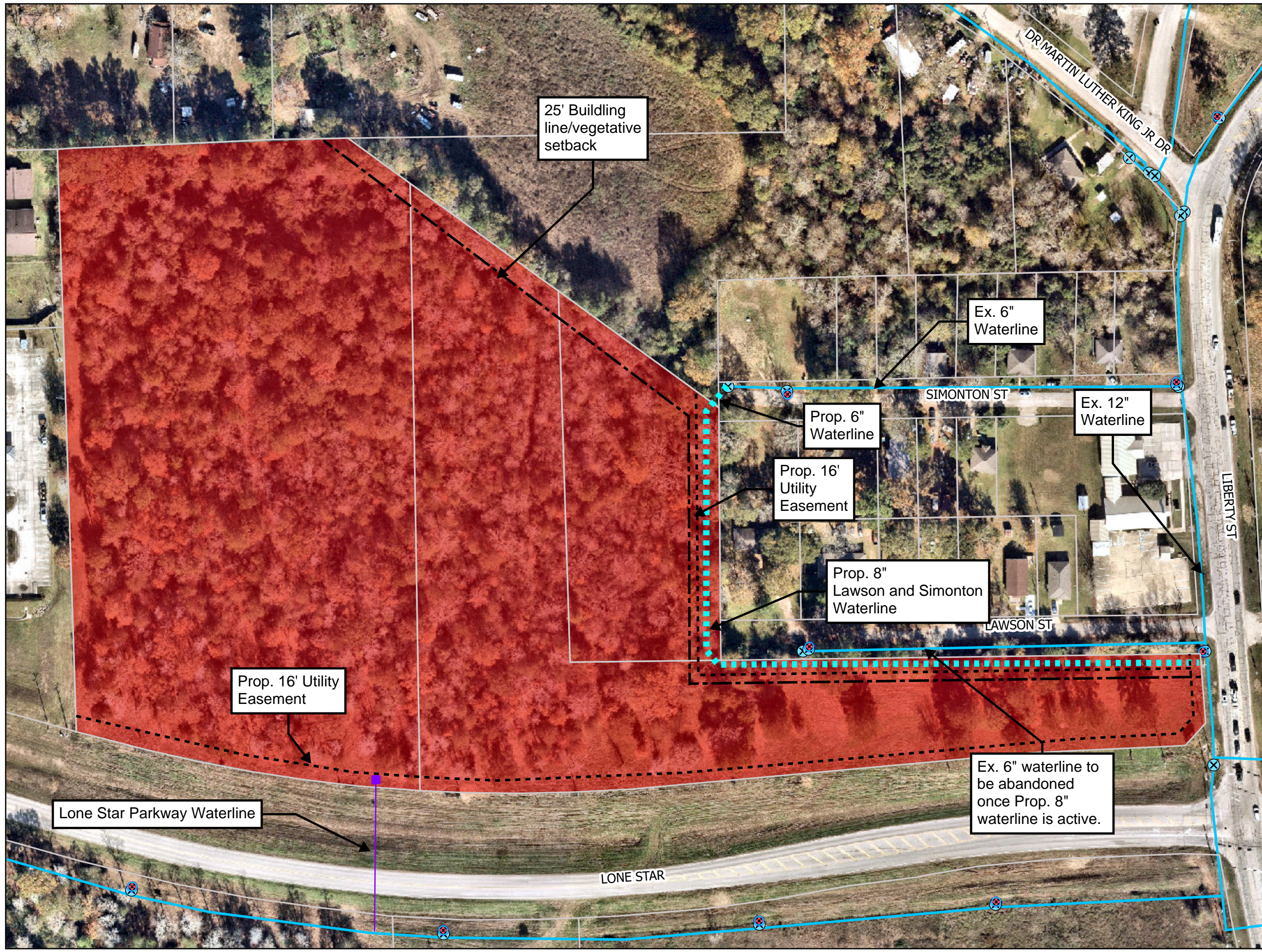
COMPENSATION SUMMARY		
The Services set forth in the Proposal will be compensated on the following basis:		
Phase Name	Fee Type	Standard Fee
Preliminary & Design Services	LS	\$29,000
Bid Phase	LS	\$6,000
Construction Administration	TM	\$16,000
Field Project Representation	TM	\$10,000
Construction Materials Testing	TM	\$11,000
Expenses & Fees	TM	\$1,000
Total Proposed Engineering Fees		\$73,000

Regards,

Chris Roznovsky, PE
Partner/Practice Leader

6/18/2025

Date



- Legend**
- City Limits
 - City Limits
 - Extrateritorial Jurisdictions
 - Tax Parcels

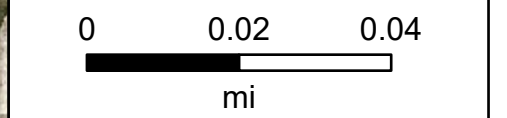


Exhibit C: Public Waterline Extension



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
Lawson and Simonton Public Waterline Loop
Superior Properties
6/11/2025

Item No.	Description	Quantity	Unit	Unit Price	Cost
<u>General</u>					
1	Mobilization, Bonds, and Insurance	1	LS	\$ 10,000	\$ 10,000
2	Construction Staking	1	LS	2,500	2,500
3	Trench Safety System	930	LF	1	900
4	SWPPP	1	LS	4,000	4,000
5	Traffic Control Plan	1	LS	4,000	4,000
5	Clearing and Grubbing	1	LS	5,000	5,000
6	Site Restoration	1	LS	5,000	5,000
<u>Water</u>					
7	8-Inch C900 PVC Waterline (Open Cut Construction)	930	LF	60	55,800
8	6-Inch C900 PVC Waterline (Open Cut Construction)	30	LF	50	1,500
9	8-Inch Gate Valve	2	EA	4,000	9,300
10	6-Inch Wet Connect & Removal of Plug and Clamp	1	EA	2,000	2,000
11	8-Inch TS&V	1	EA	6,000	6,000
12	Abandon Ex. 6" Waterline (Cut, Plug, and Abandon)	1	LS	5,000	5,000
13	Fire Hydrant	3	EA	8,000	24,000
14	Meter Reconnect	5	EA	\$ 1,000	\$ 5,000
				Construction Subtotal	\$ 140,000
				Contingencies (15%)	\$ 21,000
				Engineering - Preliminary, Design, and Bidding	\$ 35,000
				Construction Administration and Inspection	\$ 26,000
				Expenses and Fees	\$ 1,000
				Construction Materials Testing	\$ 11,000
				Total	\$ 234,000

Notes:

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

Montgomery City Council
AGENDA REPORT

Meeting Date: 07/08/2025	Budgeted Amount:
Department: Administration	Prepared By: WGA

Subject

Consideration and Possible Action on the Montgomery Bend Section 3 WSD&P Plans (Dev. No. 2203).

Recommendation

WGA and Staff recommend Council approval of the Montgomery Bend Section 3 WSD&P Plans as presented.

Discussion

The Engineer's memo and supporting documents are attached.

As a reminder, these plans received Council approval at the May 28, 2024, meeting. As the approval is valid for one year, the plans have been resubmitted for reapproval upon expiration due to no progress on construction.

Approved By

City Staff	Ruby Beaven	Date: 07/01/2025
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July 1, 2025

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

Re: Submission of Water, Sanitary, Drainage, & Paving Plans
Montgomery Bend Section 3 (Dev. No. 2203)
City of Montgomery

Dear Mayor and Council:

We reviewed the water, sanitary sewer, drainage, and paving plans submission for the referenced development on behalf of the City of Montgomery (the "City"). Our review was based on the City's Code of Ordinances, Chapter 78 Section 60 and any other applicable chapters, and the City's Design Manual. Our review was also based upon the approved variances to development regulations included previously made between the Developer and the City.

As a reminder, these plans received Council approval at the May 28, 2024, meeting. As the approval is valid for one year, the plans have been resubmitted for reapproval upon expiration due to no progress on construction. The Developer is preparing to award the contract and plans to break ground this month. We recommend approval of the plans as submitted.

If you have any questions or comments, please contact me.

Sincerely,

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

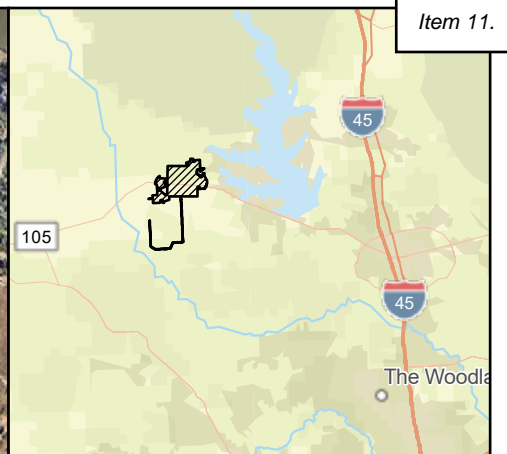
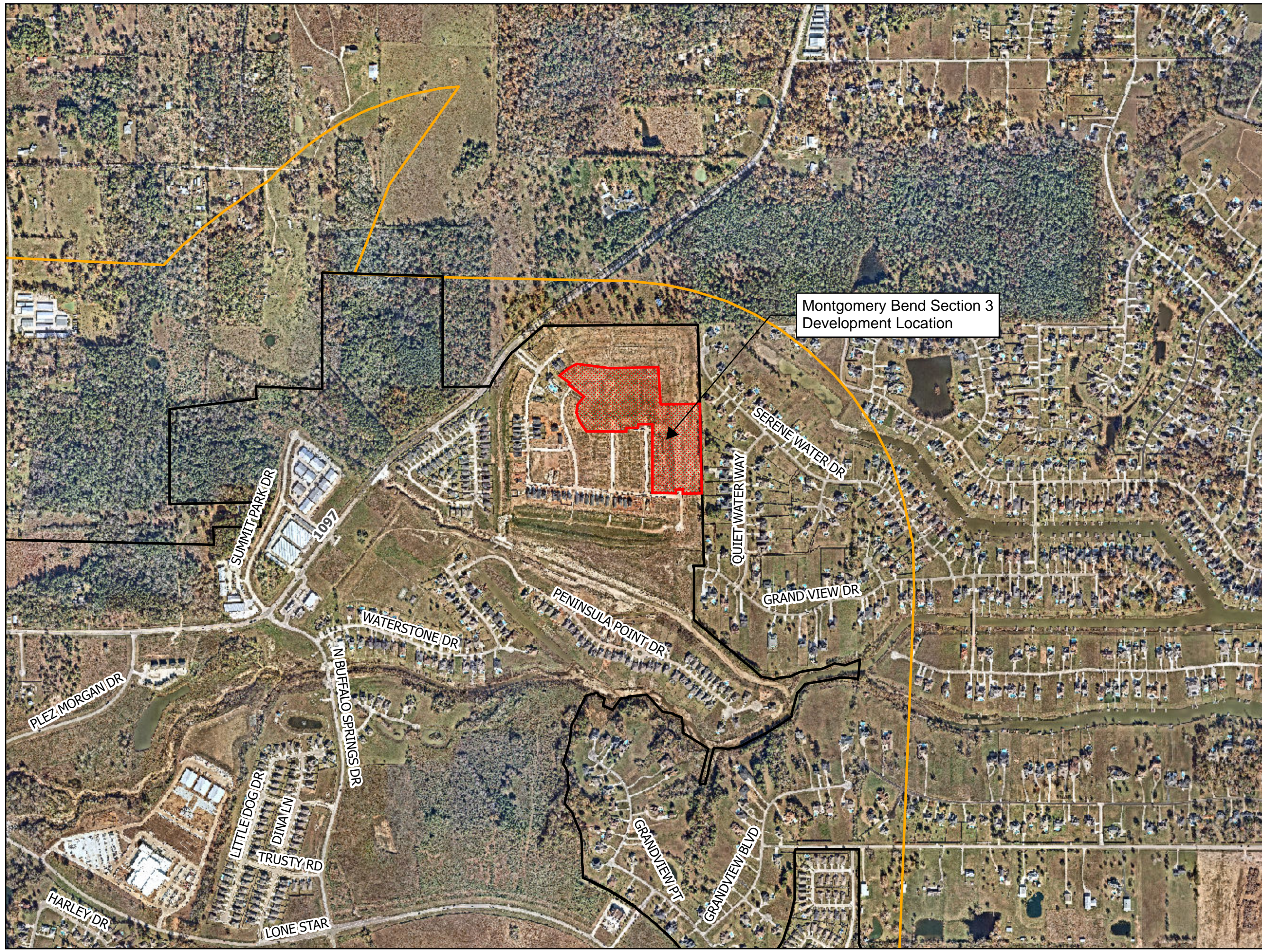
Chris Roznovsky, PE
City Engineer

CVR/zlgt

Z:\00574 (City of Montgomery)\115 Montgomery Bend (Pulte Group)\Correspondence\Letters\2025.07.01 MEMO TO Council RE Mont Bend Sec 3.docx

Enclosures: Montgomery Bend Section 3 WSD&P Plans

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



Legend

- City Limits
- Extraterritorial Jurisdictions

Tract Boundaries

- Montgomery Bend Section 3 Development Location

Montgomery Bend Section 3 Development Location



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.



P:\610.126 Mabry and Faulkner Tract\007_Sec 3\dwg_Plan Set Drawings\COVER SHEET & GENERAL NOTES.dwg, 5/7/2024 7:25 AM, MQUEZADA

GENERAL CONSTRUCTION NOTES

1. MATERIALS, CONSTRUCTION, AND TESTING TO BE IN ACCORDANCE WITH THE SPECIFICATIONS INDICATED IN THE PLANS AND CONTRACTS AND ARE TO BE INCLUDED IN ALL SETS OF CONSTRUCTION DRAWINGS.
2. CONTRACTOR TO OBTAIN ALL DEVELOPMENT AND CONSTRUCTION PERMITS REQUIRED BY CITY OF MONTGOMERY, TEXAS AT HIS EXPENSE PRIOR TO COMMENCEMENT OF WORK, WHERE APPLICABLE.
3. CONTRACTOR SHALL GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES OR RAILROADS AFFECTED BY HIS OPERATIONS 48 HOURS PRIOR TO COMMENCEMENT OF WORK LOCATED IN STREET RIGHT OF WAYS AND EASEMENTS.
4. ALL EXISTING UNDERGROUND UTILITIES ARE AN APPROXIMATE LOCATION ONLY AND ARE NOT GUARANTEED TO BE COMPLETED OR DEFINITE BUT WERE OBTAINED FROM THE BEST INFORMATION AVAILABLE. CONTRACTOR HAS SOLE RESPONSIBILITY FOR FIELD VERIFICATION TO DETERMINE EXACT LOCATIONS AND DEPTHS FOR ALL EXISTING FACILITIES SHOWN ON DRAWINGS BY CALLING THE UTILITY COMPANY, AT LEAST 48 HOURS BEFORE COMMENCING ANY WORK. THE CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION OF THEIR CONSTRUCTION ACTIVITIES WITH THE UTILITY COMPANIES AS TO THE RELOCATION OF THEIR FACILITIES, IF NEEDED. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGES CAUSED BY THEIR FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UNDERGROUND UTILITIES. ANY DAMAGE TO EXISTING FACILITIES INCURRED AS A RESULT OF CONSTRUCTION OPERATIONS WILL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.
5. TEXAS LAW ARTICLE 1436C, PROHIBITS ALL ACTIVITIES IN WHICH PERSONS OR EQUIPMENT MAY COME WITHIN 6 FEET OF ENERGIZED OVERHEAD POWER LINES. FEDERAL REGULATION TITLE 29, PART 1910.130(1) AND PART 1926.440(A)(15) REQUIRE A MINIMUM CLEARANCE OF 10 FEET FROM THESE FACILITIES. THE ABOVE LAWS CARRY BOTH CRIMINAL AND CIVIL LIABILITIES, WITH CONTRACTORS AND OWNERS BEING LEGALLY RESPONSIBLE FOR THE SAFETY OF WORKERS UNDER THESE LAWS. IF THE CONTRACTOR OR THE OWNER MUST WORK NEAR ENERGIZED OVERHEAD POWER LINES, CALL THE COMPANY FOR THE LINES TO BE DEENERGIZED AND/OR MOVED AT YOUR EXPENSE.
6. CONSTRUCTION SHALL COMPLY WITH THE LATEST REVISIONS OF OSHA REGULATIONS AND STATE OF TEXAS LAW CONCERNING TRENCHING AND SHORING. CONTRACTOR SHALL PROVIDE A TRENCH SAFETY SYSTEM TO MEET AS A MINIMUM, THE REQUIREMENTS OF OSHA SAFETY AND HEALTH REGULATION, PART 1926, SUB-PART B, AS PUBLISHED IN THE FEDERAL REGISTER, VOLUME 54, NO. 209, DATED OCTOBER 31, 1989.
7. DETAILS PRESENTED IN THESE PLANS DO NOT EXTEND TO OR INCLUDE DESIGNED OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE CONSTRUCTION CONTRACTOR SHALL PREPARE OR OBTAIN THE APPROPRIATE SAFETY SYSTEMS, INCLUDING THE PLANS AND SPECIFICATIONS REQUIRED BY CHAPTER 756, SUBCHAPTER "C" OF THE TEXAS HEALTH AND SAFETY CODE.
8. CONTRACTOR SHALL COVER OPEN EXCAVATIONS WITH ANCHORED STEEL PLATES DURING NON-WORKING HOURS, ALONG EXISTING ROADWAYS AND TRAFFIC AREAS.
9. ADEQUATE DRAINAGE MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THE SATISFACTION OF THE PROJECT ENGINEER. ALL CONSTRUCTION RUNOFF SHALL COMPLY WITH STORM WATER MANAGEMENT FOR CONSTRUCTION ACTIVITIES AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE FLAGMEN, SIGNING, STRIPING AND WARNING TRAFFIC CONTROL DEVICES, ETC. DURING CONSTRUCTION IN ACCORDANCE WITH THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES". CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC IN EACH DIRECTION DURING WORKING HOURS AND PROVIDE ALL WEATHER DETOURS AROUND CONSTRUCTION SITE, PROVIDE PUBLIC NOTIFICATION, AND USE UNIFORMED POLICE OFFICERS TO CONTROL TRAFFIC, ESPECIALLY IN HEAVY TRAFFIC LOCATIONS.
11. EXISTING PAVEMENT, CURBS, SIDEWALKS, AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED TO CITY OF MONTGOMERY STANDARDS. ALL ASPHALT DRIVEWAYS EXCAVATED DURING CONSTRUCTION SHALL BE BACKFILLED WITH CEMENT STABILIZED SAND (CSS) AND RETURNED TO EXISTING CONDITIONS OR BETTER. ALL STATE AND COUNTY HIGHWAY PAVEMENT AND RAILROAD RIGHT-OF-WAYS TO BE BORED ACCORDING TO THE RULES, REGULATIONS, AND REQUIREMENTS FOR APPROVAL AND ACCEPTANCE BY SAID AGENCIES.
12. EXISTING ROADS AND/OR RIGHT OF WAYS DISTURBED DURING CONSTRUCTION SHALL BE AS GOOD OR BETTER THAN THE CONDITION PRIOR TO STARTING WORK, UPON COMPLETION OF THE PROJECT.
13. AFTER DISTURBED AREAS HAVE BEEN COMPLETED TO THE LINES, GRADES, AND CROSS SECTIONS SHOWN ON THE PLANS, SEEDING SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE PLANS AND SPECIFICATIONS TO ESTABLISH ADEQUATE VEGETATION COVERAGE TO ELIMINATE EROSION. IF NOT, ACTIVITY MUST BE PERFORMED WITHIN THE DISTURBED CONSTRUCTION AREA. AFTER 14 DAYS OF INACTIVITY, THE AREA MUST BE HYDROMULCHED TO AVOID EROSION. IF NO PROVISION FOR PLANTING GRASS IS SPECIFIED IN THE PLANS OR SPECIFICATIONS, THE MINIMUM REQUIREMENT FOR THIS ITEM SHALL BE IN ACCORDANCE WITH THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR "SODDING OR SEEDING FOR EROSION CONTROL".
14. ALL TRENCHES, INCLUDING TRENCHES FOR LEADS AND STUBS UNDER PAVEMENT AND TO A POINT ONE (1) FOOT BEHIND BACK OF CURB SHALL BE BACKFILLED WITH CEMENT STABILIZED SAND AS PER CITY OF MONTGOMERY SPECIFICATIONS TO A POINT IMMEDIATELY BELOW THE SUBGRADE. TRENCHES OTHER THAN UNDER PAVEMENT, SHALL BE BACKFILLED WITH SUITABLE EARTH MATERIAL IN 6 INCH LAYERS AND MECHANICALLY COMPACTED TO A DENSITY OF NOT LESS THAN 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROCTOR COMPACTION TEST (ASTM DESIGNATION D-698/AASHTO 199). MOISTURE CONTENT OF BACKFILL SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CEMENT STABILIZED SAND SPECIFICATIONS. ATTACHED DETAILS IN PLANS ARE SPECIFIC FOR BEDDING AND BACKFILL.
15. CONTRACTOR IS TO INCLUDE PRICE OF ALL BEDDING AND BACKFILL OF PIPES REQUIRED, IN PRICE PER LINEAR FOOT OF PIPE.
16. CONTRACTOR TO REMOVE EXISTING PLUGS AND CONNECT TO EXISTING UTILITY LINES AS INDICATED ON PLANS.
17. UNLESS OTHERWISE NOTED IN PLANS, WHERE MANHOLES ARE LOCATED WITHIN THE UTILITY EASEMENT, THE CONTRACTOR SHALL SET RIM ELEVATIONS TWO INCHES ABOVE FINISHED GROUND ELEVATIONS.
18. WHEN TRENCH CONDITIONS REQUIRE THE USE OF WELL POINTS, THIS IS TO BE REQUESTED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER.
19. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING THE MUD, DIRT, AND DEBRIS DEPOSITED ON EXISTING PAVEMENT DUE TO HIS CONSTRUCTION ACTIVITY DAILY. ALL EXISTING STREETS AND ADJACENT PAVEMENT AREAS IMPACTED BY CONSTRUCTION ACTIVITIES SHALL BE CLEANED USING A STREET SWEEPER. THIS ACTIVITY WILL BE INCIDENTAL TO ALL OTHER ITEMS.
20. THE CONTRACTOR SHALL REMOVE ALL NON-PERMANENT SIGNS FROM THE ROW AND/OR EASEMENT LIMITS, AND RETURN THEM TO THE SIGN OWNER FOR THEM TO HAVE PLACED AT THEIR EXPENSE ON PROPERTY OTHER THAN THAT STATED ABOVE UNLESS OTHERWISE SPECIFIED.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATING OR REPLACING ALL EXISTING FENCES INSIDE THE WORK ZONE, TO EXISTING OR BETTER CONDITIONS, EXCEPT FOR THOSE THAT FALL WITHIN A ROAD RIGHT OF WAY.
22. THE CONTRACTOR IS RESPONSIBLE FOR RELOCATING ALL EXISTING IRRIGATION OUTSIDE OF THE RIGHT OF WAY AND/OR EASEMENT UNLESS OTHERWISE SPECIFIED ON THE PLANS.
23. ALL EQUIPMENT SHALL BE REMOVED FROM THE PROJECT SITE ONCE THE PROJECT IS COMPLETED, AS WELL AS, ALL REMAINING DEBRIS WITHIN THE PROJECT SHALL BE REMOVED AND PROPERLY DISPOSED OF AT AN APPROVED DISPOSAL SITE.
24. CONTRACTOR SHALL BE RESPONSIBLE FOR MARKING ALL UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO UTILITIES, PAVEMENT, OR OTHER INFRASTRUCTURE AS A RESULT OF ANY WORK.

GRADING NOTES

1. BEFORE STARTING CONSTRUCTION, CONTRACTOR SHALL VERIFY BENCHMARK ELEVATION AND NOTIFY ENGINEER IF ANY DISCREPANCY AND/OR CONFLICT IS FOUND.
2. GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL VERIFY THE SUITABILITY OF ALL EXISTING AND PROPOSED SITE CONDITIONS INCLUDING GRADES AND DIMENSIONS BEFORE STARTING CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES.
3. AREAS THAT ARE TO RECEIVE FILL SHALL BE PREPARED AS FOLLOWS (NO SEPARATE PAY):
 - a. AREAS THAT ARE TO RECEIVE FILL WILL BE STRIPPED TO A DEPTH OF 6". STRIPPINGS SHALL BE STOCKPILED AND THEN SPREAD EVENLY ON SURFACE OF FILLED AREAS.
 - b. PRIOR TO PLACEMENT OF FILL ON STRIPPED AREAS, THE CONTRACTOR SHALL PROOF ROLL USING A PNEUMATIC ROLLER (12 TON OR APPROVED EQUAL) (NO SEPARATE PAY). SHOULD SOFT UNSTABLE AREAS APPEAR IN THE LOTS, THE CONTRACTOR SHALL REMOVE UNSUITABLE MATERIAL AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REPLACE THIS WITH A SUITABLE MATERIAL COMPACTED AS REQUIRED.
4. ALL AREAS REQUIRING FILL SHALL BE FILLED IN 8" LIFTS, WITH TESTS TAKEN AT 100 FOOT INTERVALS IN EACH LIFT, AND MECHANICALLY COMPACTED TO A DENSITY OF NOT LESS THAN 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROCTOR COMPACTION TEST (ASTM D-698/AASHTO 199). FINISH SURFACE SHALL BE LEFT LEVEL, SMOOTHED AND FINE GRADED.
5. FINAL PAYMENT SHALL BE CONTINGENT ON THE ENGINEER'S VERIFICATION THAT LOT GRADING IS IN ACCORDANCE WITH THE GRADING PLAN, AND THAT SOIL COMPACTION TESTS WERE PERFORMED AS REQUIRED.
6. CONTRACTOR SHALL ENSURE THERE IS POSITIVE DRAINAGE FROM THE PROPOSED BUILDINGS AND NO PONDING IN PAVED AREAS, AND SHALL NOTIFY ENGINEER IF ANY GRADING DISCREPANCIES ARE FOUND IN THE EXISTING AND PROPOSED GRADES PRIOR TO PLACEMENT OF PAVEMENT OR UTILITIES.
7. CONTRACTOR SHALL PROTECT ALL MANHOLE COVERS, VALVE COVERS, VAULT LIDS, FIRE HYDRANTS, POWER POLES, GUY WIRES, AND TELEPHONE BOXES THAT ARE TO REMAIN IN PLACE AND UNDISTURBED DURING CONSTRUCTION.
8. ALL EXISTING CONCRETE PAVING, SIDEWALK, AND CURB DEMOLITION SHALL BE REMOVED AND DISPOSED OF BY CONTRACTOR. DISPOSAL SHALL BE AT AN APPROVED OFF-SITE, LAWFUL LOCATION, UNLESS DIRECTED OTHERWISE BY THE OWNER
9. EXISTING DRAINAGE SWALES: ALL EXISTING DRAINAGE SWALES SHALL BE FILLED AS SHOWN WITH MATERIAL FROM EXISTING ADJACENT SPOIL BANKS IN MAXIMUM 8: LOOSE LIFTS AND COMPACTED TO 95% PROCTOR DENSITY AS PER AASHTO TEST METHOD T-99
10. EXISTING DRAINAGE SWALES: ALL EXISTING DRAINAGE SWALES UNDER PROPOSED CONCRETE PAVEMENT SHALL BE CLEANED, MUCKED OUT AND SCARIFIED TO A MINIMUM DEPTH OF 6"AND FILLED AS SPECIFIED ABOVE IN FILL NOTE NO. 9NO SEPARATE PAY.
11. ROADWAY EMBANKMENT: STRIP 6" OF VEGETATION FROM AREA TO BE FILLED AND RE-COMPACT SOIL TO 95% PROCTOR DENSITY, PLACE FILL MATERIAL AS SPECIFIED IN FILL NOTE NO. 9

STORM SEWER NOTES

1. STORM SEWER AND LEADS SHALL BE REINFORCED CONCRETE PIPE, ASTM C-76, CLASS III, WITH O-RING RUBBER GASKET JOINT, AND SHALL BE INSTALLED, BEDDED AND BACKFILLED IN ACCORDANCE WITH THE SPECIFICATIONS INDICATED IN THE PLANS AND CONTRACTS.
2. ALL PROPOSED PIPE STUB OUTS FROM MANHOLES OR INLETS ARE TO BE PLUGGED WITH 8 INCH BRICK WALLS UNLESS OTHERWISE NOTED.
3. ALL BOX CULVERTS INSTALLED SHALL BE PLACED ON A MINIMUM OF 6 INCHES OF CEMENT STABILIZED SAND (CEMENT STABILIZED SAND SHALL BE 2 SACK CEMENT PER TON). FOR INSTALLATION OF PRE-CAST CONCRETE BOX CULVERTS IN POOR SOIL CONDITIONS, A 7 INCH REINFORCED CONCRETE SLAB SHALL BE INSTALLED, FOR INSTALLATION OF MONOLITHIC REINFORCED CONCRETE BOX CULVERTS IN POOR SOIL CONDITIONS, A 4 INCH THICK CLASS "C" CONCRETE SEAL SLAB SHALL BE INSTALLED, PRIOR TO CONSTRUCTION OF BOX CULVERTS.
4. STORM SEWER MANHOLES, INLETS, AND JUNCTION BOXES SHALL BE STANDARD PRE-CAST, UNLESS OTHERWISE NOTED.
5. ALL INLETS TO BE TYPE "C" UNLESS OTHERWISE STATED ON PLANS
6. ALL STORM SEWER LEADS SHALL BE 24 INCH MINIMUM UNLESS OTHERWISE INDICATED.
7. GRADE DROP ON LEADS BETWEEN INLETS TO BE A MINIMUM OF 0.20 FOOT. GRADE DROP BETWEEN INLET AND MANHOLES TO BE 0.20 FOOT UNLESS OTHERWISE SHOWN.
8. WHEN MANHOLE FRAME AND COVER IS REQUIRED, USE VULCAN FOUNDRY V-1418-Z FRAME AND COVER (OR EQUAL), UNLESS OTHERWISE INDICATED ON THE PLANS.
9. FOR ADJUSTMENT OF MANHOLE LIDS USE STANDARD CONCRETE RINGS.
10. CONCRETE USED FOR ALL POURED-IN-PLACE MANHOLES, INLETS, MINGWALLS, HEADWALLS AND OTHER APPURTENANCES TO BE CLASS "A" CONCRETE WITH 3,000 P.S.I STRENGTH AT 28 DAYS.
11. ALL EXPOSED CORNERS TO BE CHAMFERED 3/4".
12. ALL STORM SEWER PIPES UNDER OR WITHIN 1' OF PAVEMENT SHALL BE BACKFILLED WITH COMPACTED CEMENT STABILIZED SAND (2.0 SACKS PER TON OF SAND) TO THE BOTTOM OF 6" STABILIZED SUBGRADE.

CITY OF MONTGOMERY GENERAL CONSTRUCTION NOTES

1. CONTRACTOR SHALL CONTACT CITY OF MONTGOMERY CITY ENGINEER, KATHERINE VU AT (713) 789-1900 A MINIMUM OF 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
2. CONTRACTOR SHALL CONTACT CITY OF MONTGOMERY DIRECTOR OF PUBLIC WORKS, MIKE MUCKLERROY AT (936) 597-6434 A MINIMUM OF 48 HOURS PRIOR TO COMMENCING CONSTRUCTION TO SET UP AN INSPECTION TO VERIFY CITY'S FACILITIES.
3. CONTRACTOR TO CONTACT CITY OF MONTGOMERY UTILITY OPERATOR, PHILIP WRIGHT OF HAYS UTILITY NORTH CORPORATION AT (936) 588-1166. A MINIMUM OF 48 HOURS PRIOR TO COMMENCING CONSTRUCTION TO SET UP AN INSPECTION TO VERIFY CITY'S FACILITIES.
4. THE CITY UTILITY OPERATOR AND PUBLIC WORKS FOREMAN SHALL BE NOTIFIED 24 HOURS IN ADVANCE TO WITNESS AND INSPECT ANY SANITARY SEWER LINE CONNECTION. NO SANITARY SEWER LINES SHALL BE BACKFILLED BEFORE THE CITY'S UTILITY OPERATOR OR PUBLIC WORKS FOREMAN HAS INSPECTED THE CONNECTION.
5. CONTRACTOR SHALL CONTACT THE CITY'S OPERATOR OR PUBLIC WORKS FOREMAN TO OPERATE ANY VALVES. AT NO TIME IS THE CONTRACTOR OR CONTRACTOR'S REPRESENTATIVE TO OPERATE ANY PART OF THE CITY OF MONTGOMERY WATER SYSTEM.
6. THE OWNER OR CONTRACTOR SHALL INSTALL AND TEST APPROPRIATE BACKFLOW PREVENTION, PER THE CITY OF MONTGOMERY RULES & REGULATIONS.
7. ALL TAPS TO THE CITY'S SYSTEM SHALL BE MADE BY THE CITY'S OPERATOR AT THE OWNERS EXPENSE

CITY OF MONTGOMERY ORDINANCE NOTES:

1. REMAINING TREE COVERAGE MUST COMPLY WITH ALL APPLICABLE CITY OF MONTGOMERY ORDINANCES. A TREE PRESERVATION PLAN SHOWING COMPLIANCE WITH CANOPY COVERAGE REQUIREMENTS WILL BE SUBMITTED WITH THE CONSTRUCTION PLANS FOR THE DEVELOPMENT.

SANITARY SEWER NOTES:

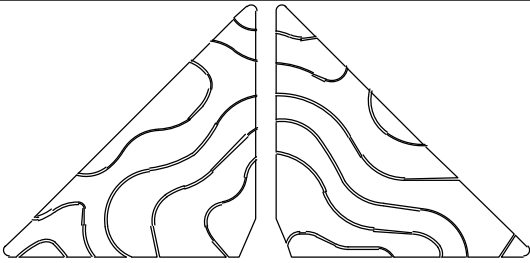
1. ALL SANITARY SEWER MUST BE IN COMPLIANCE OF TCEQ CHAPTER 217.
2. SANITARY SEWERS SHALL BE CONSTRUCTED AND TESTED IN COMPLIANCE OF THE TCEQ REQUIREMENTS, UNLESS OTHERWISE SPECIFIED.
3. BACKFILL AND BEDDING FOR SANITARY SEWER MUST MEET THE MINIMUM REQUIREMENTS OF ASTM D-2321 AND IN ACCORDANCE WITH THE SPECIFICATIONS AND DETAILS FOUND IN THIS PLAN SET AND IN THE CONTRACTS.
4. SANITARY SEWER PIPE SHALL BE PVC SDR 26 OR PVC SDR 35 (WITH APPROVAL), IN ACCORDANCE WITH ASTM SPECIFICATIONS D-3034, FOR 4" THROUGH 15" AND ASTM F-879 FOR 18" THROUGH 27", UNLESS OTHERWISE SPECIFIED. MINIMUM SIZE SANITARY SEWER MAIN IS 6"; SDR 35 MAY BE USED WHEN DEPTH IS MORE THAN 3 FEET AND LESS THAN 6 FEET.
5. SEWER LINES SHALL BE LOCATED ON THE OPPOSITE SIDE OF THE STREET FROM WHERE WATER IS LOCATED.
6. CONTRACTOR SHALL PROVIDE A MINIMUM HORIZONTAL CLEARANCE OF 9' (NINE FEET) BETWEEN WATER LINES AND SANITARY SEWER MANHOLES AND LINES PER TCEQ CHAPTER 290.
7. CONTRACTOR SHALL PROVIDE 24-INCHES OF CLEARANCE AT ALL SANITARY SEWERS CROSSING WATER LINES.
8. NO SEWER PIPE SHALL BE LAID ON AN UNSTABLE FOUNDATION. SELECTED MATERIAL SHALL BE USED AND/OR WET SAND CONSTRUCTION DETAILS, WHOEVER APPLIES IN THE OPINION OF THE ENGINEER, NO PIPE SHALL BE COVERED WITHOUT APPROVAL OF THE ENGINEER OR HIS REPRESENTATIVE. SANITARY SEWERS CONSTRUCTED IN WET SAND SHALL HAVE A SPECIAL PROCEDURE.
9. WHEN THE NATURAL GROUND LEVEL AROUND MANHOLE LIES BELOW THE 100 YEAR FLOODPLAIN ELEVATION, THE MANHOLE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATION AND DETAILS FOUND IN THE PLAN SET AND IN THE CONTRACTS, FOR A SEALED AND VENTED MANHOLE
10. A DEFLECTION TEST SHALL BE PERFORMED AFTER THE BACKFILL HAS BEEN IN PLACE A MINIMUM OF 30 DAYS. THIS TEST SHALL BE DONE BY PULLING A HAND LINE WITH AN ATTACHED MANDREL FROM MANHOLE TO MANHOLE. THE MANDREL SHALL HAVE AN OUTSIDE DIAMETER THAT IS AT LEAST 95% OF THE ORIGINAL INSIDE DIAMETER OF THE PIPE MANDREL TO BE MANUFACTURED WITH A MINIMUM OF SEVEN (7) RUNNERS, WITH EACH RUNNER BEING A MINIMUM OF 5 INCHES LONG. ANY PIPE NOT MEETING TEST REQUIREMENTS TO BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE. THE TEST SHALL BE PERFORMED WITHOUT MECHANICAL PULLING DEVICES.
11. WHERE A SEWER LINE HAS LESS THAN (2) FEET OF COVER, PROVIDE CEMENT STABILIZED SAND BACKFILL MATERIAL.
12. WHEN MANHOLE FRAME AND COVER IS REQUIRED, USE VULCAN FOUNDRY V-1418-2 FRAME AND COVER (OR EQUAL), UNLESS OTHERWISE INDICATED ON THE PLANS.
13. CONTRACTOR SHALL KEEP RECORD OF LOCATION OF ALL STACKS, STUBS, SEWER LEADS, ETC. THE AS-BUILT DRAWINGS MUST SHOW THE EXACT LOCATION.
14. IF SANITARY SERVICE LEADS ARE INSTALLED DURING CONSTRUCTION OF MAIN LINE, ALL LEADS TO HAVE A MINIMUM SLOPE OF 0.70% OR GREATER. ALL PVC LEADS TO BE THE SAME MATERIAL AS MAIN LINE. ALL DOUBLE SERVICE LEADS TO HAVE WYE LOCATED ON THE END OF THE LEAD. ALL SINGLE SERVICE LEADS TO BE 6 INCH, AND ALL DOUBLE SERVICE LEADS TO BE 6 INCH. IF AN 8 INCH LEAD IS REQUIRED, LEADS MUST HAVE A MINIMUM SLOPE OF 0.44%.
15. BYPASSING (DISCHARGING) OF RAW SEWAGE ON THE SURFACE OR TO ADJOINING WATERWAYS IS STRICTLY PROHIBITED.
16. CONTRACTOR SHALL PERFORM BYPASS PUMPING AS REQUIRED. THERE SHALL BE NO SEPARATE PAYMENT FOR BYPASS PUMPING PERFORMED ON THIS PROJECT.
17. CONTRACTOR TO VERIFY LOCATIONS OF EXISTING WATERLINES DURING CONSTRUCTION. IF THE REQUIRED SEPARATION DISTANCE BETWEEN PARALLEL WATER AND SEWER LINES, AS DETAILED IN TECHNICAL SPECIFICATION SECTION 33.31.13, CANNOT BE MAINTAINED, CONTRACTOR TO RELOCATE WATERLINE AS DIRECTED BY THE ENGINEER.
18. WHERE A WET CONNECTION TO AN EXISTING 6" OR 8" LINE IS TO BE MADE BY CUTTING THE EXISTING LINE, DR18 C-900 PVC PIPE SHALL BE USED TO REPLACE THE SECTION OF OLD ONE REMOVED AND SHALL BE COUPLED TO THE EXISTING ONE WITH A SOUND D.I. SLEEVE. SEPARATE COMPENSATION WILL BE MADE FOR THE REQUIRED DUCTILE IRON FITTINGS. THE BID PRICE FOR WET CONNECTION TO AN EXISTING ONE SHALL INCLUDE LABOR, TOOLS, PIPE, AND MISCELLANEOUS FITTINGS FOR SMALL DIAMETER PIPE NOT OTHERWISE PROVIDED FOR IN THE BID PROPOSAL.
19. ALL PENETRATIONS INTO A SANITARY SEWER MANHOLE, INCLUDING SERVICE LEADS SHALL BE SERVED BY AN INVERT. ALL INVERTS SHALL EXTEND ALL THE WAY TO THE WALLS OF THE MANHOLE.
20. INSTALLATION OF GRAVITY SANITARY SEWER PIPE AND FORCE MAIN BY TRENCHLESS CONSTRUCTION SHALL MEET ASTM, ANSI, AND AWWA STANDARDS. IF THERE IS A CONFLICT IN STANDARDS THE MOST STRINGENT SHALL GOVERN.
21. ALL SANITARY SEWER PIPES UNDER OR WITHIN 1' OF PAVEMENT SHALL BE BACKFILLED WITH COMPACTED CEMENT STABILIZED SAND (2.0 SACKS PER TON OF SAND) TO THE BOTTOM OF 6" STABILIZED SUBGRADE.
22. THE PROPOSED CONNECTION OF THE SANITARY SEWER LINE TO THE SANITARY SEWER MANHOLE SHALL BE BY MEANS OF CORE AND BOOT AT SPECIFIED FLOWLINE. THE OPENING IN THE SIDE OF THE MANHOLE SHALL NOT BE MORE THAN 3-INCHES NOR LESS THAN 1-INCH IN DIAMETER THAN THE OUTSIDE DIAMETER FOR THE PROPOSED PIPE. THE PROPOSED PIPE SHALL NOT PRODUCE MORE THAN 3-INCHES PAST THE INSIDE FACE OF THE MANHOLE WALL. FILL THE ENTIRE VOID AROUND THE EXISTING MANHOLE WITH CEMENT-SAND. CONNECTION TO EXISTING PUBLIC SANITARY SEWER MANHOLE SHALL BE COMPLETED BY THE CITY OF MONTGOMERY AT THE OWNER'S EXPENSE.

PAVING NOTES:

1. PAVING FACILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF MONTGOMERY DESIGN CRITERIA MANUAL AND ANY AMENDMENTS TO SAID RULES AND REGULATIONS
2. EXPOSE 15 INCHES OF REINFORCING STEEL AT ALL PROPOSED SAWED JOINTS. IF NO REINFORCING STEEL EXISTS, USE HORIZONTAL DOWELS PER NOTE # 4.
3. REQUIRE A ONE (1) INCH REDWOOD EXPANSION BOARD OR PRE-MOLDED NON-EXTRUDING JOINT BETWEEN SIDEWALK AND BACK OF CURB, WHEN APPLICABLE.
4. HORIZONTAL DOWELS SHALL BE NO. 6 BARS, 24 INCHES LONG, DRILLED AND EMBEDDED 8 INCHES INTO THE CENTER OF THE EXISTING SLAB WITH "PO ROC" OR EQUAL. DOWELS SHALL BE 24 INCHES CENTER TO CENTER UNLESS OTHERWISE SPECIFIED.
5. WHEN PROPOSED PAVEMENT ENDS AT A CONSTRUCTION JOINT LEAVE 15 INCHES OF REINFORCING STEEL EXPOSED BEFORE PAVEMENT, COAT WITH ASPHALT, AND WRAP WITH BURLAP FOR FUTURE PAVEMENT TIE-IN. AT EXPANSION JOINTS, EXTEND DOWELS 5 INCHES; COAT AND WRAP SAME AS CONSTRUCTION JOINTS.
6. ADJUST EXISTING MANHOLE FRAMES AND COVERS TO BE FLUSH WITH NEW GRADE.
7. ADJUST EXISTING WATER VALVE BOXES TO BE FLUSH WITH NEW PAVING GRADE. REPLACE ALL MISSING OR DAMAGED VALVE BOXES AND COVERS.
8. T.C. INDICATES TOP OF CURB ELEVATION AND T.P. INDICATES TOP OF PAVEMENT ELEVATION.
9. CURB RADI AT STREET INTERSECTIONS TO BE 24.50 FEET TO BACK OF CURB WITH A MINIMUM OF ONE (1) PERCENT GRADE UNLESS OTHERWISE NOTED.
10. GUIDELINES SET FORTH IN THE "TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" WILL BE OBSERVED.

WATER CONSTRUCTION NOTES:

1. CONTRACTOR SHALL PROVIDE ADEQUATE THRUST BLOCKING TO WITHSTAND TEST PRESSURE AS SPECIFIED IN THE SPECIFICATIONS INDICATED IN THE PLANS AND CONTRACTS FOR WATER MAIN CONSTRUCTION AND MATERIALS.
2. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE/NSF INTERNATIONAL (ANSI/NSF) STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.
3. ALL PLASTIC PIPES FOR USE IN PUBLIC WATER SYSTEMS MUST ALSO BEAR THE NSF INTERNATIONAL SEAL OF APPROVAL (NSF-PW) AND HAVE AN ASTM DESIGN PRESSURE RATING OF AT LEAST 150 POUNDS PER SQUARE INCH (PSI) OR A STANDARD DIMENSION RATIO OF 26 OR LESS.
4. PRIOR TO INSTALLATION OF WATER METER, WATER METER LEAD OR UNMETERED FIRE SPRINKLER LINE, THE CONTRACTOR SHALL CONTACT THE PROVIDER.
5. PRIOR TO WATER MAIN CONSTRUCTION, THE CONTRACTOR SHALL CONTACT THE CITY ENGINEER NO LESS THAN 48 HOURS IN ADVANCE AND COMPLY WITH ALL REQUIREMENTS NECESSARY FOR APPROVAL OF THE WATER MAIN CONSTRUCTION.
6. ALL WATER LINE AND SEWER LINE CROSSINGS SHALL BE CONSTRUCTED PER TCEQ REGULATIONS.
7. TWELVE-INCH (12") AND SMALLER MAINS SHALL HAVE A MINIMUM COVER OF FOUR FEET (4') FROM THE TOP OF CURB OR FIVE FEET (5') FROM THE MEAN ELEVATION OF THE BOTTOM OF THE NEARBY DITCH AND NEARBY RIGHT-OF-WAY ELEVATION FOR OPEN DITCH SECTIONS.
8. MAINS LARGER THAN TWELVE-INCHES (12") SHALL HAVE A MINIMUM COVER OF FIVE FEET (5') FROM THE TOP OF THE CURB OR SIX FEET (6') FROM THE MEAN ELEVATION FOR OPEN DITCH SECTIONS.
9. ALL WATER MAINS SHALL BE HYDROSTATICALLY TESTED BEFORE BACTERIOLOGICAL TESTING IN ACCORDANCE WITH AWWA STANDARD C-600 FOR DI PIPE OR C-605 FOR PVC AS REQUIRED IN 30 TAC 290-44 (A) (5).
10. ALL WATER PIPING SHALL BE DISINFECTED AND BACTERIOLOGICALLY TESTED PRIOR TO USE IN ACCORDANCE WITH AWWA STANDARD C-651.
11. ALL WATER MAINS 4" AND LARGER SHALL BE C-900 (SDR-18), UNLESS OTHERWISE NOTED IN PLANS.
12. THE INSTALLATION OF ALL WATER LINES SHALL EXTEND ALONG THE ENTIRE LENGTH OF THE PROPERTY TO BE SERVED. WATER LINES THAT DEAD END SHALL EXTEND TO THE PROJECT LIMITS FOR FUTURE EXTENSIONS.
13. ALL WATER VALVES SHALL BE SUPPLIED AND INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF AWWA C-500 AND SHALL BE OF THE RESILIENT SEAT TYPE.
14. THE USE OF PIPES AND PIPE FITTINGS THAT CONTAIN MORE THAN 0.25% LEAD OR SOLDER AND FLUX THAT CONTAINS MORE THAN 0.2% LEAD IS PROHIBITED.
15. WATER MAINS CROSSING OR WITHIN 1' OF PAVEMENT SHALL HAVE A BANK SAND ENVELOPE OF 12" AND THE REMAINING TRENCH FILLED WITH COMPACTED CEMENT STABILIZED SAND (2.0 SACK PER TON SAND) TO BOTTOM OF 6" STABILIZED SUBGRADE.



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CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK
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CITY OF MONTGOMERY CITY ENGINEER
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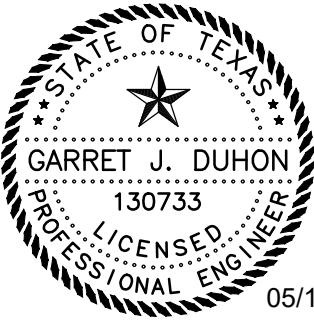
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GARRET J. DUHON
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200

Garret J. Duhon

TBPE NO. F-22671



CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK

Chris Rognan

CITY OF MONTGOMERY CITY ENGINEER
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5-29-24

DATE

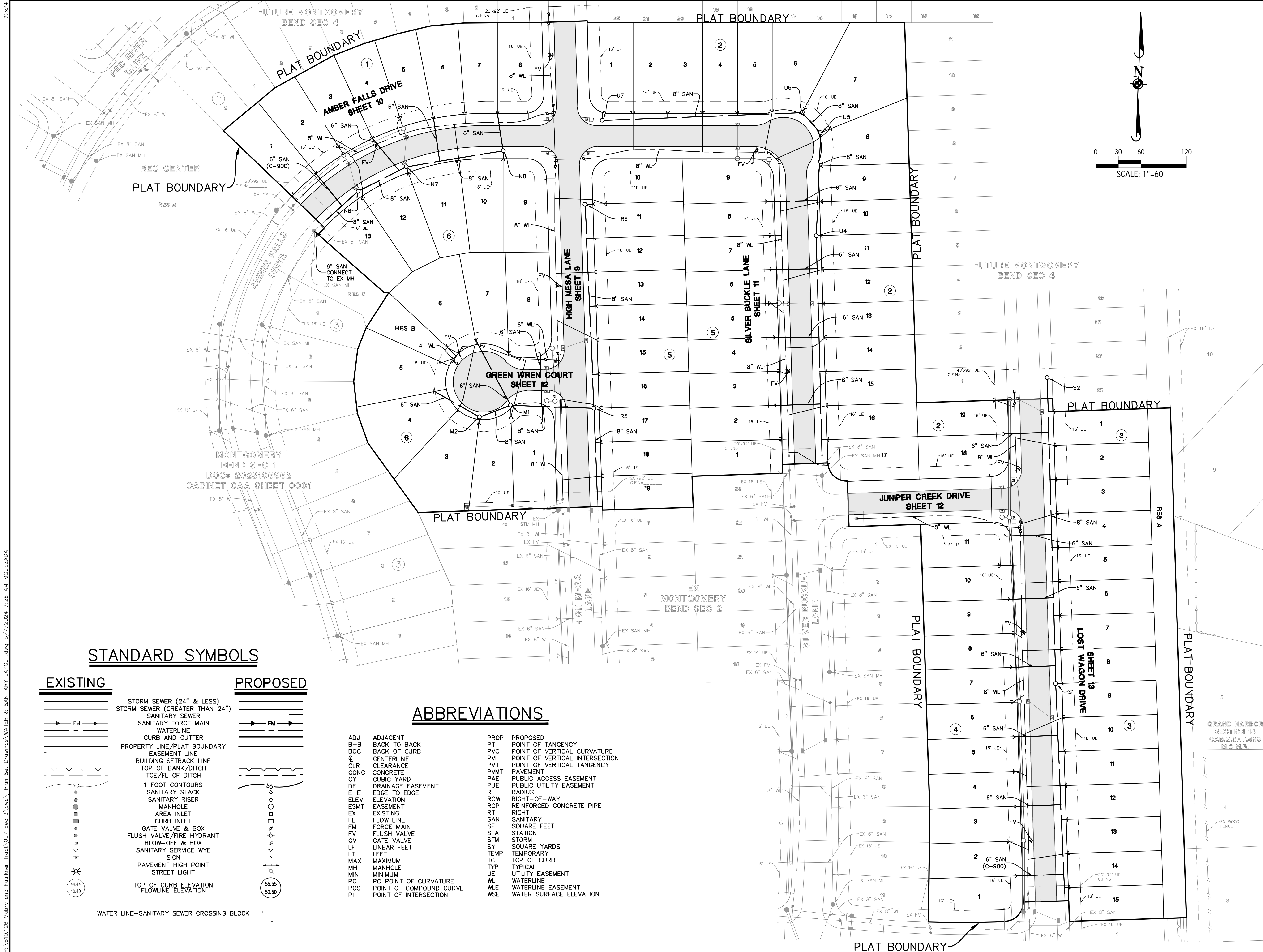
GENERAL NOTES

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22x34

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STANDARD SYMBOLS

EXISTING

- STORM SEWER (24" & LESS)
- STORM SEWER (GREATER THAN 24")
- SANITARY SEWER
- SANITARY FORCE MAIN
- WATERLINE
- CURB AND GUTTER
- PROPERTY LINE/PLAT BOUNDARY
- EASEMENT LINE
- BUILDING SETBACK LINE
- TOP OF BANK/DITCH
- TOE/FL OF DITCH
- 1 FOOT CONTOURS
- SANITARY STACK
- SANITARY RISER
- MANHOLE
- AREA INLET
- CURB INLET
- GATE VALVE & BOX
- FLUSH VALVE/FIRE HYDRANT
- BLOW-OFF & BOX
- SANITARY SERVICE WYE
- SIGN
- PAVEMENT HIGH POINT
- STREET LIGHT
- TOP OF CURB ELEVATION
- FLOWLINE ELEVATION

PROPOSED

- STORM SEWER (24" & LESS)
- STORM SEWER (GREATER THAN 24")
- SANITARY SEWER
- SANITARY FORCE MAIN
- WATERLINE
- CURB AND GUTTER
- PROPERTY LINE/PLAT BOUNDARY
- EASEMENT LINE
- BUILDING SETBACK LINE
- TOP OF BANK/DITCH
- TOE/FL OF DITCH
- 1 FOOT CONTOURS
- SANITARY STACK
- SANITARY RISER
- MANHOLE
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- GATE VALVE & BOX
- FLUSH VALVE/FIRE HYDRANT
- BLOW-OFF & BOX
- SANITARY SERVICE WYE
- SIGN
- PAVEMENT HIGH POINT
- STREET LIGHT
- TOP OF CURB ELEVATION
- FLOWLINE ELEVATION

ABBREVIATIONS

- | | | | |
|------|-------------------------|------|--------------------------------|
| ADJ | ADJACENT | PROP | PROPOSED |
| B-B | BACK TO BACK | PT | POINT OF TANGENCY |
| BOC | BACK OF CURB | PVC | POINT OF VERTICAL CURVATURE |
| Q | CENTERLINE | PVI | POINT OF VERTICAL INTERSECTION |
| CLR | CLEARANCE | PVT | POINT OF VERTICAL TANGENCY |
| CONC | CONCRETE | PVMT | PAVEMENT |
| CY | CUBIC YARD | PAE | PUBLIC ACCESS EASEMENT |
| DE | DRAINAGE EASEMENT | PUE | PUBLIC UTILITY EASEMENT |
| C-E | EDGE TO EDGE | R | RADIUS |
| ELEV | ELEVATION | ROW | RIGHT-OF-WAY |
| ESMT | EASEMENT | RCP | REINFORCED CONCRETE PIPE |
| EX | EXISTING | RT | RIGHT |
| FL | FLOW LINE | SAN | SANITARY |
| FM | FORCE MAIN | SF | SQUARE FEET |
| FV | FLUSH VALVE | STA | STATION |
| GV | GATE VALVE | STM | STORM |
| LF | LINEAR FEET | SY | SQUARE YARDS |
| LT | LEFT | TEMP | TEMPORARY |
| MAX | MAXIMUM | TC | TOP OF CURB |
| MH | MANHOLE | TYP | TYPICAL |
| MIN | MINIMUM | UE | UTILITY EASEMENT |
| PC | POINT OF CURVATURE | WL | WATERLINE |
| PCC | POINT OF COMPOUND CURVE | WLE | WATERLINE EASEMENT |
| PI | POINT OF INTERSECTION | WSE | WATER SURFACE ELEVATION |



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SERVICE LEAD NOTE:

WATER: ALL SERVICE LEADS ARE 1" DIAMETER.

WATER LINE-SANITARY SEWER CROSSING NOTE:

POSITION ONE FULL SECTION OF RESTRAINED JOINT WATERLINE AND SANITARY SEWER PIPE CENTERED AT CROSSING. INSERT SANITARY SEWER PIPE WITH CEMENT STABILIZED SAND FOR THE TOTAL LENGTH OF ONE PIPE SEGMENT PLUS ONE FOOT BEYOND THE JOINTS ON EACH END. FOR CROSSINGS WHERE PROPOSED WATERLINE IS UNDER PROPOSED SANITARY SEWER, PUT RESTRAINED JOINT DUCTILE IRON PIPE WATERLINE (FOR DIAMETERS LESS THAN 24 INCHES) AND RESTRAINED JOINT PRESSURE RATED (MIN 150 PSI) SANITARY 24" MIN CLEARANCE. NO SEPARATE PAY.

BENCHMARK:

SOURCE BENCHMARK:
ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY MONUMENT DESIGNATION HGCSO 81, PID No. A64405
HAVING PUBLISHED INFORMATION AS FOLLOWS:
LATITUDE : 30° 21' 12.45392" NORTH
LONGITUDE : 095° 34' 45.02514" WEST
ORTHO HEIGHT : 212.4 FT. (64.74 METERS)
HORIZONTAL DATUM : NAD83 (2011)
VERTICAL DATUM : NAVD88

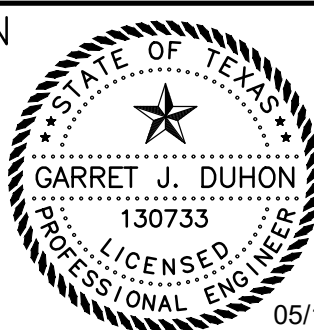
FLOODPLAIN INFORMATION:

ACCORDING TO MAP NOS. 48339C0200G OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR MONTGOMERY COUNTY, DATED AUGUST 18, 2014, THE SUBJECT TRACT IS SITUATED WITHIN: UNSHADED ZONE "X", DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 100-YEAR FLOOD PLAIN.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

REV	DATE	REVISION	APP
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(832) 823-2200



TBPE NO. F-22671

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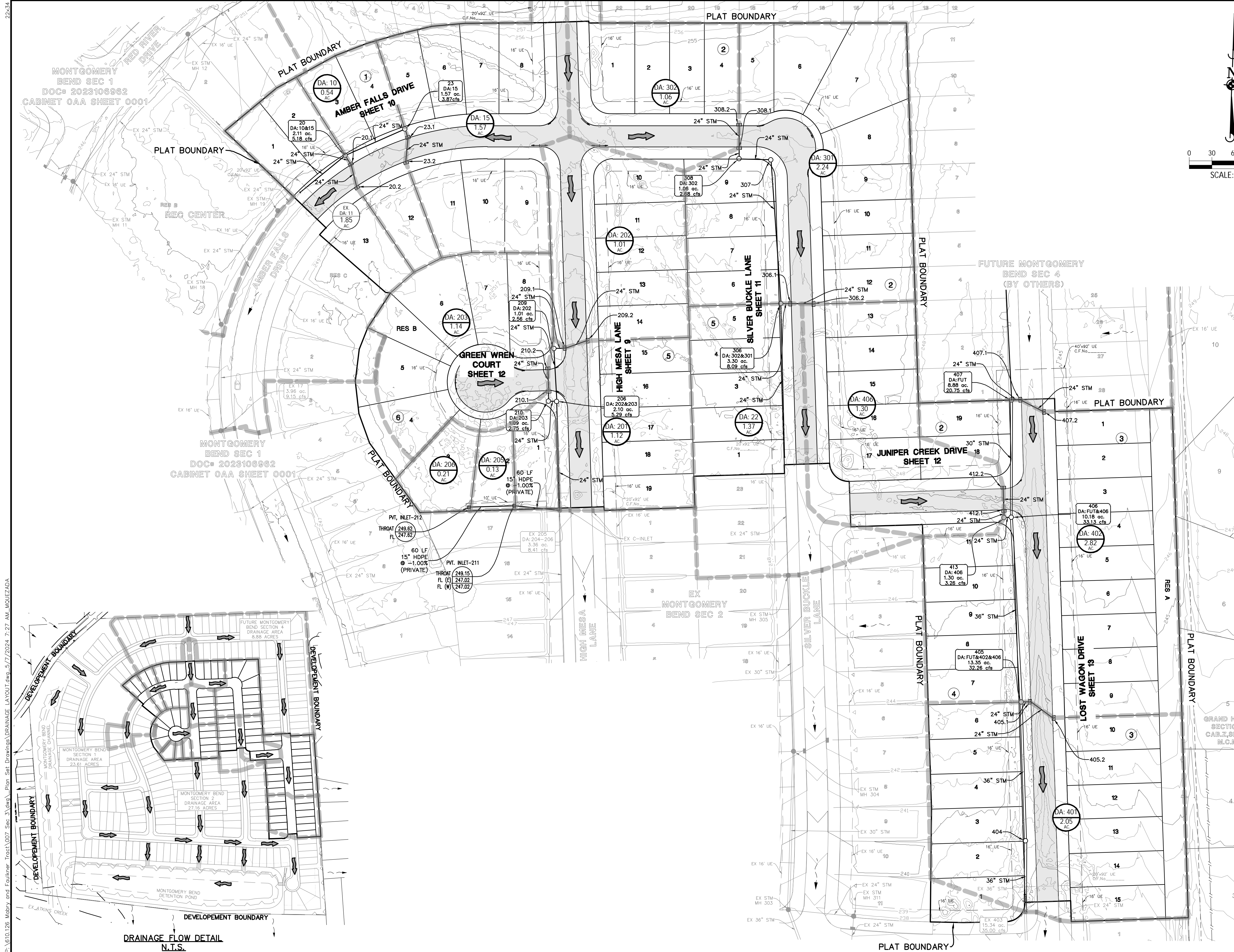
Chris Rognan 5-29-24

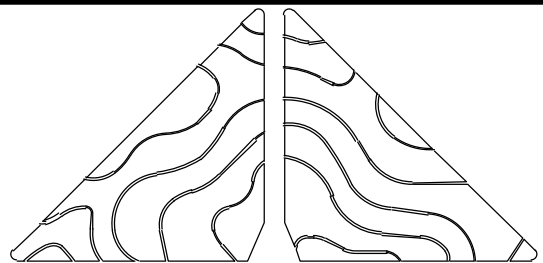
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WATER & SANITARY LAYOUT

SHEET 3 OF 20

ELEVATION LAND SOLUTIONS - MONTGOMERY BEND SEC. 3 - PROJECT NO. 610.126.007.00





ELEVATION

land solutions

TXPE REGISTRATION NUMBER F-22671

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THE WOODLANDS, TX 77381 832-823-2200

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CITY OF MONTGOMERY CITY ENGINEER DATE

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LEGEND

- INLET DA:1 5.55 AC DRAINAGE AREA NUMBER
- DA:xx-yy DRAINAGE AREA IN ACRES
- STORM SEWER 1A DA:xx-yy 5.55 ac. 9.99 cfs 5 YEAR FLOW IN C.F.S.
- DRAINAGE AREA BOUNDARY
- DIRECTION OF 100 YEAR FLOW
- - - OFFSITE DRAINAGE FLOW

BENCHMARK:
SOURCE BENCHMARK:
ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL
GEODETIC SURVEY MONUMENT DESIGNATION HGCS D 81, PID No.
A16405
HAYING PUBLISHED INFORMATION AS FOLLOWS:
LATITUDE : 30° 21' 12.45392" NORTH
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ORTHO HEIGHT : 212.4 FT. (64.74 METERS)
HORIZONTAL DATUM : NAD83 (2011)
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FLOODPLAIN INFORMATION:
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EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE
MAPS FOR MONTGOMERY COUNTY, DATED AUGUST 18, 2014,
THE SUBJECT TRACT IS SITUATED WITHIN: UNSHADED ZONE "X",
DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 100-YEAR
FLOOD PLAIN.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY
OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR
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STATE OF TEXAS
PROFESSIONAL ENGINEER
130733
05/10/2024

Garret J. Duhon

TXPE NO. F-22671

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK

Chris Rognan

5-29-24

CITY OF MONTGOMERY CITY ENGINEER DATE

SIGNATURE VALID FOR ONE (1) YEAR

DRAINAGE LAYOUT

Project: Montgomery Bend
Job Number: 610.126.007.00
Design By: MQ/JC Last Updated: 5/6/2024
Jurisdiction: Montgomery County Outside Houston ETJ
Storm Year 1: 5-yr Design Event
Storm Year 2: 100-yr Extreme Event
Storm Year 3: Pending Limit: 0.00
Pending Limit: 1.00

Outfall and Tailwater Conditions				
	Flowline		100-yr HGL	
	5-yr HGL	100-yr HGL		
Outfall 1	220.47	226	228.05	
Outfall 2	220.85	226.00	228.05	
Outfall 3	221.14	226	228.05	
Outfall 4	221.54	226	228.05	

$$Intensity(I) = \frac{b}{(d + T_c)^e} * C_f$$

$$Upstream T_c = 15 + 10 * (A_c^{0.1761})$$

Intensity Coefficients for:
Montgomery County Outside Houston ETJ

5-yr		100-yr	
b	54.09	d	56.68
d	8.34	e	4.46
e	0.7051	e	0.5857
Cf	1.00	Cf	1.25

Pipe and Road Properties										
Alignment/Road	Node Upstream	Node Downstream	Pipe Length (ft.)	Pipe Diameter or Rise (in.)	Box Span (in.)	Slope	Mannings "n"	Design Capacity (cfs)	Design Velocity (ft/sec)	Fall (ft.)


Drainage Areas				
Drainage Area	Contributing Area	Total Area (ac.)	Runoff Coefficient "C"	Sum of C*A

Intensity & Flow			
5-yr Intensity (in./hr)	5-yr Flow (cfs)	100-yr Intensity (in./hr)	100-yr Flow (cfs)

TOC		
Time of Concentration (mins)	Change in Time of Concentration (mins)	Total TOC (mins)

5-yr Hydraulic Grade Line					
Actual Velocity (ft./sec)	Hydraulic Gradient %	Change in Head (ft.)	Elevation of Hyd. Grad. Upstream (ft.)	Elevation of Hyd. Grad. Downstream (ft.)	Upstream HGL Below Gutter (Pass/Fail)

100-yr Hydraulic Grade Line					
Actual Velocity (ft./sec)	Hydraulic Gradient %	Change in Head (ft.)	Elevation of Hyd. Grad. Upstream (ft.)	Elevation of Hyd. Grad. Downstream (ft.)	Upstream HGL Below Gutter (Pass/Fail)



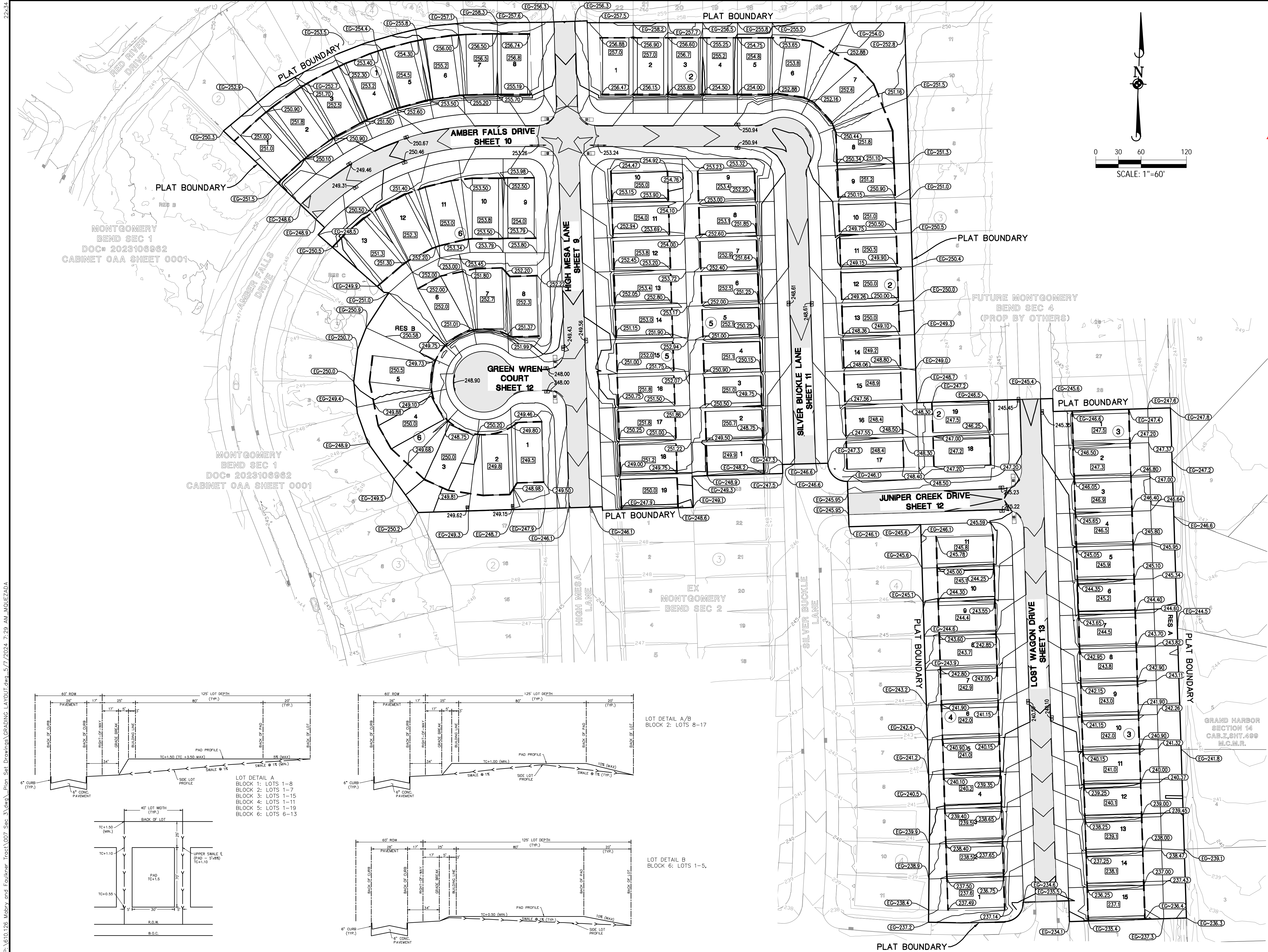
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CITY OF MONTGOMERY CITY ENGINEER DATE
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Lonehorn Run Drive	21	2	171	24		0.5	0.013	16.00	5.09	0.86	239.26	238.76		4.06	230.91	230.05
Prairie Ridge Lane	22	7	34	24		0.2	0.013	10.12	3.22	0.07	239.63	239.13		5.73	234.17	234.10
Amber Falls Drive Sec 3	23	20	86	24		1	0.013	22.62	7.20	0.86	251.05	250.55			244.08	243.22
Amber Falls Drive Sec 1	20	19	115	24		0.18	0.013	9.60	3.06	0.21	249.86	249.36			243.22	243.01
Amber Falls Drive Sec 2	19	18	168	24		1.1	0.013	23.73	7.55	1.85	248.04	247.54		2.96	243.01	241.16
	18	17	141	24		0.6	0.013	17.52	5.58	0.85	246.60	246.10			238.20	237.35
	17	16	220	24		0.6	0.013	17.52	5.58	1.32	245.91	245.41		1.30	237.35	236.03
	16	15	155	24		0.6	0.013	17.52	5.58	0.93	244.44	243.94		0.50	234.73	233.80
Amber Falls Drive Sec 2	15	14	104	30		0.9	0.013	38.91	7.93	0.94	243.59	243.09		1.76	233.30	232.36
	14	2	116	30		0.9	0.013	38.91	7.93	1.05	241.58	241.08		3.56	230.60	229.55
Red River Drive Sec 4	102	101	111	24		1.21	0.013	24.88	7.92	1.34	256.96	256.46		2.57	249.15	247.81
	101	13	167	24		1.23	0.013	25.09	7.99	2.05	254.51	254.01		0.83	245.24	243.19
Red River Drive Sec 1	13	12	112	24		1.2	0.013	24.78	7.89	1.35	250.45	249.95		1.41	242.36	241.01
	12	11	247	24		1	0.013	22.62	7.20	2.47	248.85	248.35		1.76	239.59	237.12
	11	10	124	24		1	0.013	22.62	7.20	1.24	245.29	244.79		0.50	235.36	234.12
	10	9	116	30		0.6	0.013	31.77	6.47	0.70	242.75	242.25			233.62	232.92
	9	8	105	30		0.6	0.013	31.77	6.47	0.63	241.42	240.92		0.50	232.92	232.29
	8	7	225	36		0.6	0.013	51.66	7.31	1.35	240.38	239.88		2.07	231.79	230.44
	7	6	150	36		0.2	0.013	29.83	4.22	0.30	239.86	239.36		0.50	228.37	228.07
	6	5	151	42		0.21	0.013	46.11	4.79	0.32	240.12	239.62			227.57	227.25
	5	4	30	42		0.2	0.013	44.99	4.68	0.06	239.71	239.21			227.25	227.19
	4	3	167	42		0.2	0.013	44.99	4.68	0.33	239.67	239.17			227.19	226.86
	3	2	170	42		0.22	0.013	47.19	4.90	0.37	238.70	238.20		0.50	226.86	226.49
	2	1.1	70	48		0.25	0.013	71.82	5.72	0.18	238.32	237.82			225.99	225.81
	1.1	1	161	48		0.2	0.013	64.24	5.11	0.32	238.25	237.75		4.88	225.81	225.49
	1	Outfall 1	68	48		0.2	0.013	64.24	5.11	0.14	234.63	234.13			220.61	220.47
Green Wren Ct Sec 3	210	206	11	24		0.18	0.013	9.60	3.06	0.02	248.76	248.26		2.75	242.58	242.56
Lonehorn Drive Sec 2	208	203	95	24		1	0.013	22.62	7.20	0.95	238.31	237.81		1.00	228.29	227.34
Lonehorn Drive Sec 2	207	203	21	24		0.82	0.013	20.49	6.52	0.17	238.61	238.11		5.27	231.78	231.61
Rear Lot Storm Sec3	212	211	60	15		1	0.013	6.46	5.26	0.60	249.62	249.12			247.62	247.02
	211	205	60	15		1	0.013	6.46	5.26	0.60	249.15	248.65		9.15	247.02	246.42
High Mesa Lane Sec 3	209	206	70	24		1.23	0.013	25.09	7.99	0.86	250.12	249.62			240.68	239.82
	206	205	144	24		1.23	0.013	25.09	7.99	1.78	248.70	248.20		0.77	239.82	238.04
High Mesa Lane Sec 2	205	204	339	24		1.1	0.013	23.73	7.55	3.73	246.46	245.96		1.00	237.27	233.54
	204	203	164	30		0.9	0.013	38.91	7.93	1.47	242.38	241.88		4.73	232.54	231.07
	203	202	72	36		0.72	0.013	56.60	8.01	0.52	238.50	238.00			226.34	225.82
	202	201	163	36		0.2	0.013	29.83	4.22	0.33	237.61	237.11		4.50	225.82	225.49
	201	Outfall 2	68	36		0.2	0.013	29.83	4.22	0.14	234.60	234.10			220.99	220.85
Lonehorn Drive Sec 2	311	303	87	24		1.2	0.013	24.78	7.89	1.04	238.01	237.51		1.00	228.66	227.62
Lonehorn Drive Sec 2	310	303	28	24		1	0.013	22.62	7.20	0.28	237.82	237.32		3.74	230.64	230.36
Silver Buckle Lane Sec 3	308	307	42	24		0.4	0.013	14.31	4.55	0.17	252.30	251.80		2.09	245.00	244.83
	307	306	191	24		1	0.013	22.62	7.20	1.91	251.53	251.03		2.00	242.74	240.83
	306	305	358	24		0.45	0.013	15.18	4.83	1.61	247.90	247.40		2.66	238.83	237.22
Silver Buckle Lane Sec 2	305	304	233	30		0.7	0.013	34.32	6.99	1.63	245.96	245.46		1.70	234.56	232.93
	304	303	210	30		0.9	0.013	38.91	7.93	1.89	242.36	241.86		2.72	231.23	229.34
	303	302	69	36		0.27	0.013	34.66	4.90	0.19	238.14	237.64			226.62	226.43
	302	301	163	36		0.2	0.013	29.83	4.22	0.33	237.52	237.02		4.82	226.43	226.10
	301	Outfall 3	68	48		0.2	0.013	64.24	5.11	0.14	234.85	234.35			221.28	221.14
Juniper Creek Dr Sec 3	413	406	10	24		0.18	0.013	9.60	3.06	0.02	245.27	244.77		6.60	239.85	239.83
	402.3	402.2	163	18		0.1	0.013	3.32	1.88	0.16	230.90	230.40		1.78	227.93	227.77
	402.2	402.1	28	24		0.18	0.013	9.60	3.06	0.05	232.17	231.67			225.98	225.93
	402.1	402	16	24		0.18	0.013	9.60	3.06	0.03	232.76	232.26		1.97	225.93	225.90
Red River Drive Sec 4	412	411	273	24		1.23	0.013	25.09	7.99	3.36	254.67	254.17		1.00	246.89	243.53
	411	410	28	24		1.23	0.013	25.09	7.99	0.34	250.06	249.56			242.53	242.19
	410	409	36	24		0.85	0.013	20.86	6.64	0.31	249.83	249.33			242.19	241.88
	409	408	208	24		0.85	0.013	20.86	6.64	1.77	249.59	249.09			241.88	240.11
	408	407	360	24		0.78	0.013	19.98	6.36	2.81	247.31	246.81		0.50	240.11	237.30
Lost Wagon Drive Sec 3	407	406	155	30		0.92	0.013	39.34	8.01	1.42	245.82	245.32		2.15	236.80	235.38
	406	405	245	36		0.71	0.013	56.20	7.95	1.74	245.41	244.91			233.23	231.49
	405	404	184	36		0.71	0.013	56.20	7.95	1.30	240.99	240.49		2.33	231.49	230.19
	404	403	94	36		0.11	0.013	22.12	3.13	0.10	236.96	236.46			227.86	227.76
Lost Wagon Drive Sec 2	403	402	209	36		0.5	0.013	47.16	6.67	1.05	234.43	233.93		2.78	227.76	226.71
	402	401	114	48		0.45	0.013	96.36	7.67	0.51	233.94	233.44		1.56	223.93	223.42
	401	Outfall 4	81	54		0.4	0.013	124.37	7.82	0.32	229.52	229.02			221.86	221.54

14	1.17	0.00	1.17	0.55	0.55	0.64
9	1.63	0.00	1.63	0.55	0.55	0.90
15	1.57	0.00	1.57	0.55	0.55	0.86
10	0.54	1.57	2.11	0.55	0.55	1.16
		2.11	2.11		0.55	1.2
		2.11	2.11		0.55	1.2
11	1.85	2.11	3.96	0.55	0.55	2.2
12	1.46	3.96	5.42	0.55	0.55	3.0
		5.42	5.42		0.55	3.0
13	1.60	5.42	7.02	0.55	0.55	3.9
102	1.04	0.00	1.04	0.55	0.55	0.6
		1.04	1.04		0.55	0.6
101	2.54	1.04	3.58	0.55	0.55	2.0
		3.58	3.58		0.55	2.0
3	0.92	3.58	4.50	0.55	0.55	2.5
4-REC	1.53	4.50	6.03	0.55	0.55	3.3
		6.03	6.03		0.55	3.3
5	2.37	6.03	8.40	0.55	0.55	4.6
6	0.92	10.03	10.95	0.55	0.55	6.0
7	2.53	10.95	13.48	0.55	0.55	7.4
		13.48	13.48		0.55	7.4
		13.48	13.48		0.55	7.4
8	2.65	13.48	16.13	0.55	0.55	8.9
		24.32	24.32		0.55	13.4
		24.32	24.32		0.55	13.4
		24.32	24.32		0.55	13.4
203	1.14	0.00	1.14	0.55	0.55	0.6
18	1.24	0.00	1.24	0.55	0.55	0.7
17	1.17	0.00	1.17	0.55	0.55	0.6
206	0.21	0.00	0.21	0.55	0.55	0.1
205	0.13	0.21	0.34	0.55	0.55	0.2
202	1.01	0.00	1.01	0.55	0.55	0.6
		2.15	2.15		0.55	1.2
201	1.12	2.49	3.61	0.55	0.55	2.0
16	2.56	3.61	6.17	0.55	0.55	3.4
		8.58	8.58		0.55	4.7
		8.58	8.58		0.55	4.7
		8.58	8.58		0.55	4.7
24	1.10	0.00	1.10	0.55	0.55	0.6
25	1.13	0.00	1.13	0.55	0.55	0.6
302	1.06	0.00	1.06	0.55	0.55	0.6
		1.06	1.06		0.55	0.6
301	2.24	1.06	3.30	0.55	0.55	1.8
22	1.37	3.30	4.67	0.55	0.55	2.6
23	1.56	4.67	6.23	0.55	0.55	3.4
		8.46	8.46		0.55	4.7
		8.46	8.46		0.55	4.7
406	1.30	0.00	1.30	0.55	0.55	0.7
33	0.25	0.00	0.25	0.55	0.55	0.1
		0.25	0.25		0.55	0.1
		0.25	0.25		0.55	0.1
406	1.77	0.00	1.77	0.55	0.55	1.0
		1.77	1.77		0.55	1.0
		1.77	1.77		0.55	1.0
405	3.15	1.77	4.92	0.55	0.55	2.7
404	2.17	4.92	7.09	0.55	0.55	3.9
403	2.08	7.09	9.17	0.55	0.55	5.8
		10.47	10.47		0.55	7.0
402	2.82	10.47	13.29	0.55	0.55	7.3
		13.29	13.29		0.55	7.3
401	2.05	13.29	15.34	0.55	0.55	8.4
32	1.82	15.59	17.41	0.55	0.55	9.6
34	1.24	17.41	18.65	0.55	0.55	10.0



ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
9709 LAKESIDE BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK
REVISION - PLAN REAPPROVAL

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

LEGEND

- EG~55.0 MATCH EXISTING GROUND ELEV.
- 55.0 LOT GRADE ELEVATION
- 55.55 TOP OF CURB ELEVATION
- 555.5 PAD ELEVATION
- PROPOSED GRADE BREAK
- OFFSITE DRAINAGE FLOW
- PAD AREA

- FILL NOTES:**
- EXISTING DRAINAGE SWALES: ALL EXISTING DRAINAGE SWALES SHALL BE FILLED AS SHOWN WITH MATERIAL FROM EXISTING ADJACENT SPOIL BANKS IN MAXIMUM 8" LOOSE LIFTS AND COMPACTED TO 95% PROCTOR DENSITY AS PER AASHTO TEST METHOD T-99.
 - EXISTING DRAINAGE SWALES: ALL EXISTING DRAINAGE SWALES UNDER PROPOSED CONCRETE PAVEMENT SHALL BE CLEANED, MUCKED OUT AND SCARIFIED TO A MINIMUM DEPTH OF 6" AND FILLED AS SPECIFIED ABOVE IN FILL NOTE NO. 1 NO SEPARATE PAY.
 - ROADWAY EMBANKMENT: STRIP 3" OF VEGETATION FROM AREA TO BE FILLED AND RE-COMPACT SOIL TO 95% PROCTOR DENSITY. PLACE FILL MATERIAL AS SPECIFIED IN FILL NOTE NO. 1.

BENCHMARK:
SOURCE BENCHMARK:
ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY MONUMENT DESIGNATION HGCS D 81, PID NO. A36405
HAVING PUBLISHED INFORMATION AS FOLLOWS:
LATITUDE : 30° 21' 12.45392" NORTH
LONGITUDE : 095° 34' 45.02514" WEST
ORTHO HEIGHT : 212.4 FT. (64.74 METERS)
HORIZONTAL DATUM : NAD83 (2011)
VERTICAL DATUM : NAVD88

FLOODPLAIN INFORMATION:
ACCORDING TO MAP NOS. 48339C0200C OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR MONTGOMERY COUNTY, DATED AUGUST 18, 2014, THE SUBJECT TRACT IS SITUATED WITHIN: UNSHADED ZONE "X", DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 100-YEAR FLOOD PLAIN.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

REV	DATE	REVISION	APP.
Δ	6/18/25	NEW CITY SIGNATURE BLOCK	AG

GARRET J. DUHON
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200

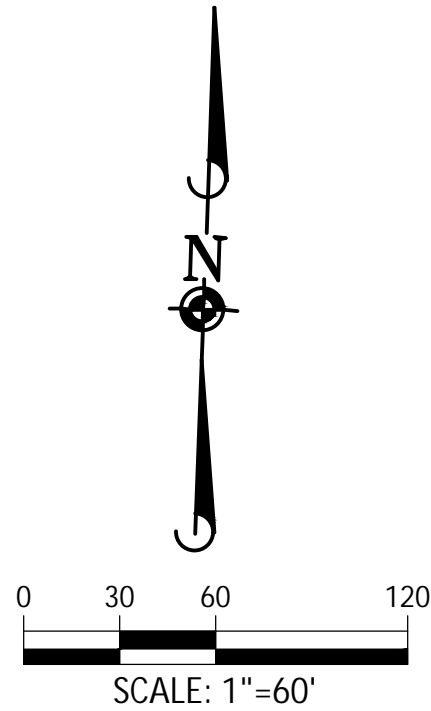
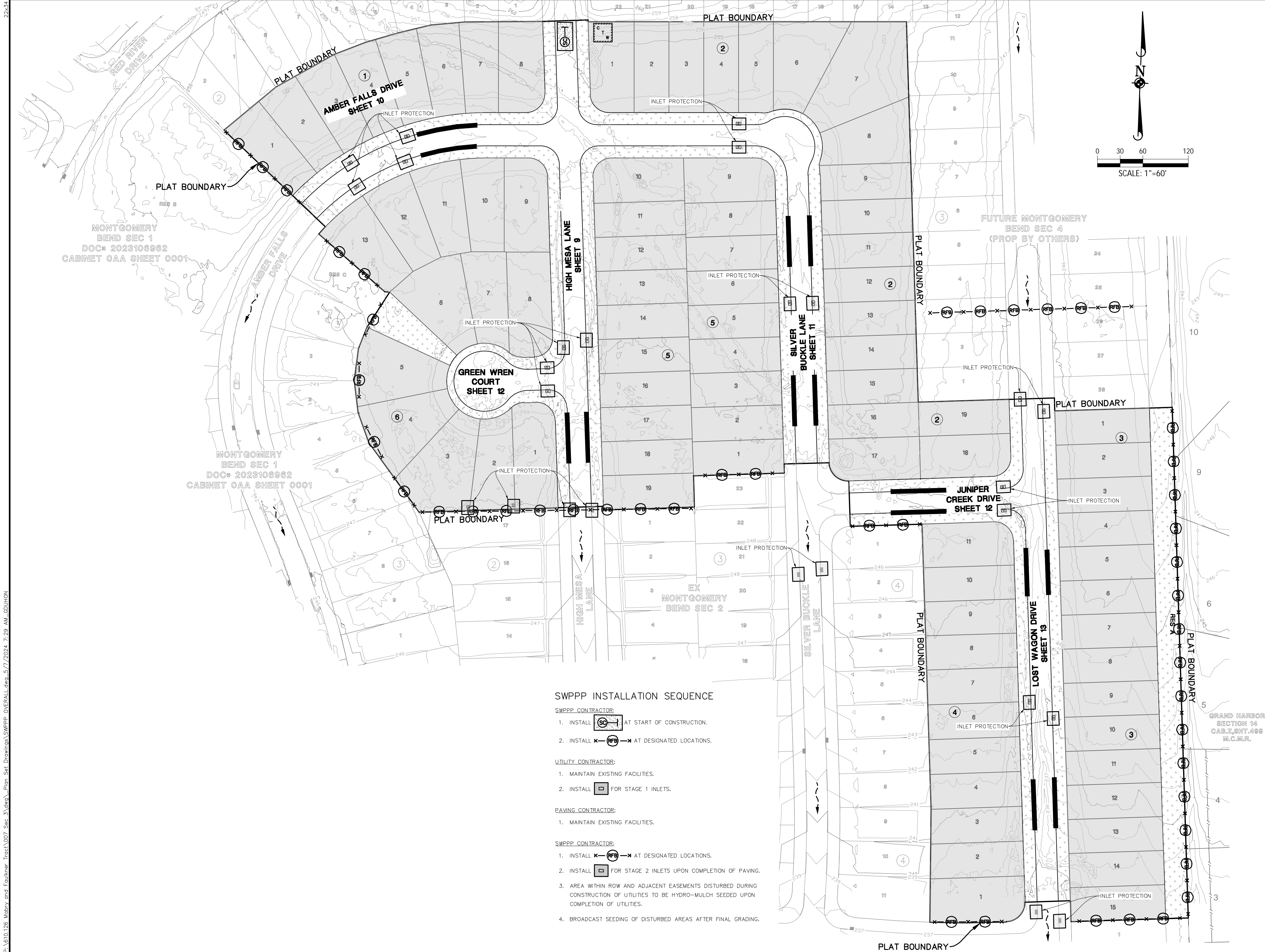
STATE OF TEXAS
PROFESSIONAL ENGINEER
130733
GARRET J. DUHON
05/10/2024

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK

Chris Rognan 5-29-24

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

GRADING LAYOUT






ELEVATION

land solutions

TBPE REGISTRATION NUMBER F-22671

9709 LAKESIDE BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200

 CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK





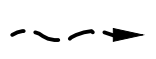
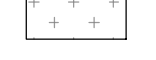


REVISION - PLAN REAPPROVAL

CITY OF MONTGOMERY CITY ENGINEER

DATE

SIGNATURE VALID FOR ONE (1) YEAR

LEGEND

-  TEMPORARY REINFORCED FILTER FABRIC FENCE
-  STABILIZED CONSTRUCTION ACCESS (LOCATION TO BE DETERMINED BY CONTRACTOR)
-  CONCRETE TRUCK WASHOUT AREA
-  TEMPORARY STORM STRUCTURE PROTECTION
-  OVERLAND DRAINAGE FLOW
-  HYDROMULCH (2.45 AC.)
-  BROADCAST SEEDING (11.96 AC.)
-  TEMP. CURB REINFORCED FILTER FABRIC FENCE
- NOTE: REINFORCED FILTER FABRIC BARRIER TO BE PLACED BEHIND ALL BACK OF CURB

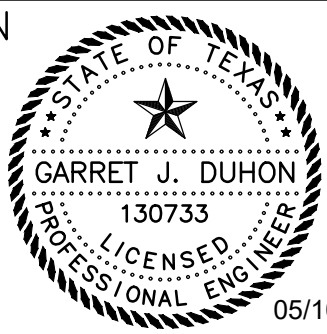
BENCHMARK:
SOURCE BENCHMARK:
ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY MONUMENT DESIGNATION HGCD 81, PID No. A16405
HAVING PUBLISHED INFORMATION AS FOLLOWS:
LATITUDE : 30° 21' 12.45392" NORTH
LONGITUDE : 095° 34' 45.02514" WEST
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HORIZONTAL DATUM : NAD83 (2011)
VERTICAL DATUM : NAVD88

FLOODPLAIN INFORMATION:
ACCORDING TO MAP Nos. 48339C0200G OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR MONTGOMERY COUNTY, DATED AUGUST 18, 2014, THE SUBJECT TRACT IS SITUATED WITHIN: UNSHADED ZONE "X", DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 100-YEAR FLOOD PLAIN.

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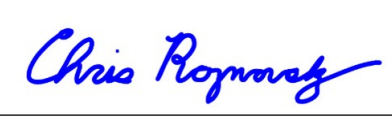
REV	DATE	REVISION	APP.
Δ	6/18/25	NEW CITY SIGNATURE BLOCK	AG

GARRET J. DUHON
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200



TBPE NO. F-22671

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK



5-29-24

CITY OF MONTGOMERY CITY ENGINEER

DATE

SIGNATURE VALID FOR ONE (1) YEAR

STORM WATER
POLLUTION PREVENTION
PLAN

SWPPP INSTALLATION SEQUENCE

SWPPP CONTRACTOR:

1. INSTALL  AT START OF CONSTRUCTION.
2. INSTALL  AT DESIGNATED LOCATIONS.



UTILITY CONTRACTOR:

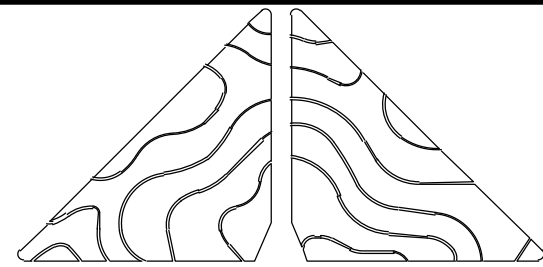
1. MAINTAIN EXISTING FACILITIES.
2. INSTALL  FOR STAGE 1 INLETS.

PAVING CONTRACTOR:

1. MAINTAIN EXISTING FACILITIES.

SWPPP CONTRACTOR:

1. INSTALL  AT DESIGNATED LOCATIONS.
2. INSTALL  FOR STAGE 2 INLETS UPON COMPLETION OF PAVING.
3. AREA WITHIN ROW AND ADJACENT EASEMENTS DISTURBED DURING CONSTRUCTION OF UTILITIES TO BE HYDRO-MULCH SEEDDED UPON COMPLETION OF UTILITIES.
4. BROADCAST SEEDING OF DISTURBED AREAS AFTER FINAL GRADING.



ELEVATION

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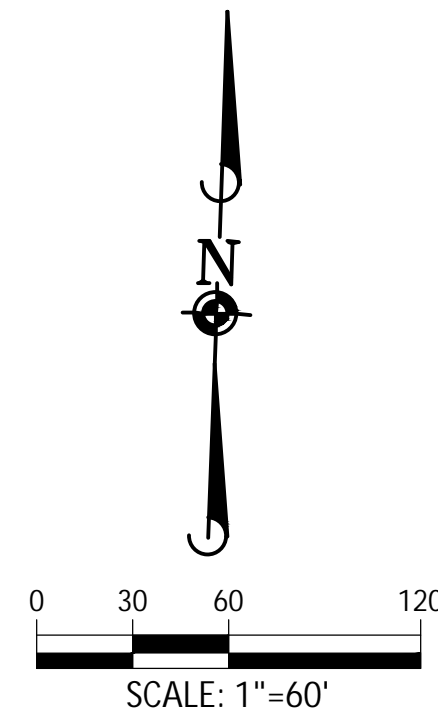
TBPE REGISTRATION NUMBER F-22671

9709 LAKESIDE BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK
REVISION - PLAN REAPPROVAL

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

DATE



MONTGOMERY
BEND SEC 1
DOC# 2023106962
CABINET OAA SHEET 0001

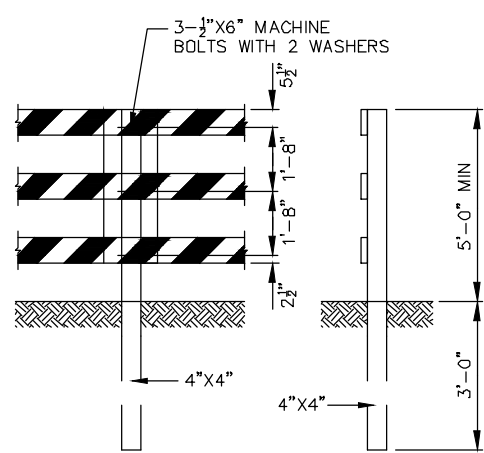
MONTGOMERY
BEND SEC 1
DOC# 2023106962
CABINET OAA SHEET 0001

EX
MONTGOMERY
BEND SEC 2

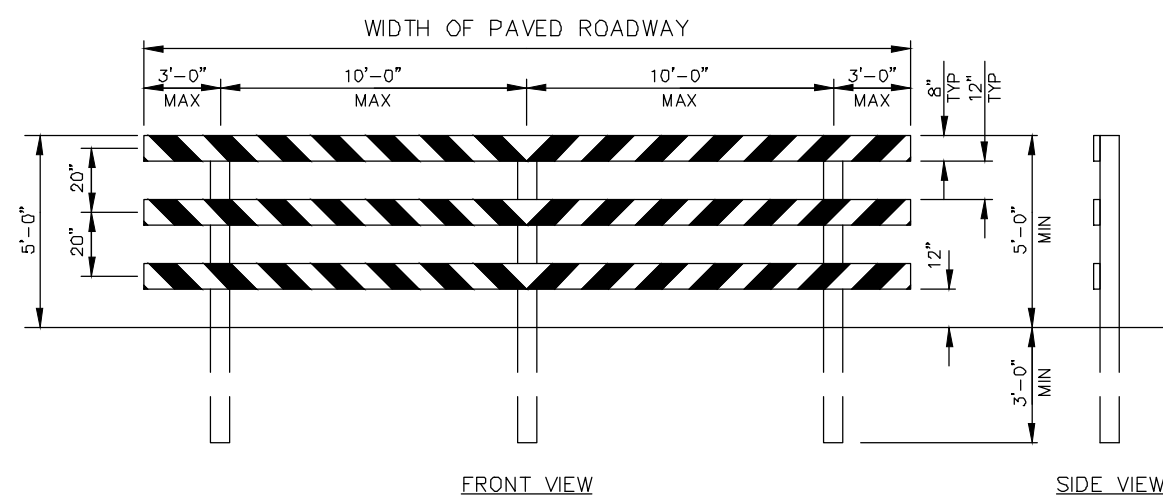
GRAND HARBOR
SECTION 14
CAB.Z.SHT.489
M.C.M.R.

LEGEND

- STOP SIGN W/ STREET NAME
- STREET LIGHTS (PROP BY OTHERS)
- DUAL STREET NAME SIGN
- SPEED LIMIT SIGN
- TYPE III BARRICADE
- WHEELCHAIR RAMP
- SIDEWALK (PROP BY OTHERS)
- PROPOSED 6" CURB
- PROPOSED 4"x12" CURB

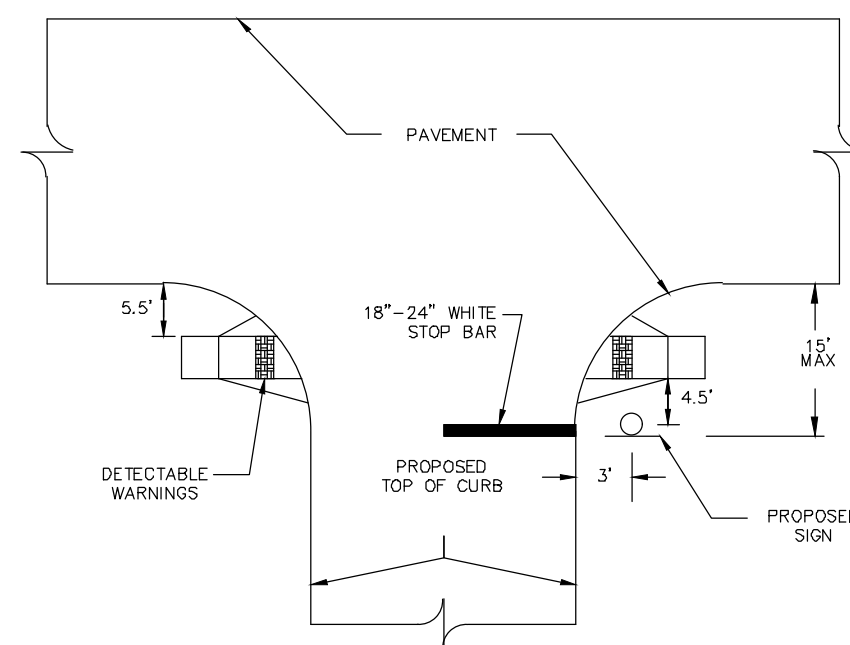


POST FOR
TYPE III
BARRICADE



FRONT VIEW
TYPE III BARRICADE FOR
END OF ROAD

FOR TYPE III BARRICADE FOR END OF ROAD, THE THREE
(3) RAILS SHALL BE REFLECTIVE RED AND REFLECTIVE
WHITE STRIPES ON SIDE FACING TRAFFIC



RAMP ORIENTATION &
SIGN LOCATION DETAIL
N.T.S.

STREET LIGHTS:

- POLES MUST BE A MINIMUM OF 3FT. OF BACK OF CURB.
- IF THE ELECTRICAL UTILITY PROVIDER STANDARDS CONFLICT WITH THE APPROVED LAYOUT BY THE CITY AND/OR CITY STANDARDS, A VARIANCE MUST BE RECEIVED FROM CITY COUNCIL.

TRAFFIC BUTTONS & MEDIAN NOSES:

- PLACE BLUE TRAFFIC BUTTONS 6" OFF THE CENTERLINE OF THE ROADWAY TOWARDS THE RELATED FLUSH VALVE.

STREET SIGN NOTES:

- CONTRACTOR TO VERIFY ALL STREET SIGNS WITH THE RECORDED PLAT PRIOR TO ORDERING THE SIGNS.
- ALL R-1 STOP SIGNS SHALL BE 30" X 30" DIAMOND GRADE SHEETING.
- PLACE STREET NAME SIGNS 3" ABOVE STOP SIGNS.
- ALL STREET NAME SIGNS SHALL BE 9" BLADE.
- CONTRACTOR TO COORDINATE STREET SIGN COLOR AND TEXT STYLE WITH THE ENGINEER PRIOR TO ORDERING STREET SIGNS.
- ALL COMBINATION STREET AND REGULATORY SIGNS SHALL BE LOCATED AT CURB RETURNS UNLESS OTHERWISE NOTED.

BENCHMARK:

SOURCE BENCHMARK:
ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL
GEODETIC SURVEY MONUMENT DESIGNATION HGCD 81, PID No.
AJ6405
HAYING PUBLISHED INFORMATION AS FOLLOWS:
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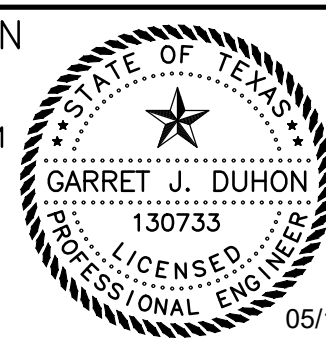
FLOODPLAIN INFORMATION:

ACCORDING TO MAP Nos. 48339C0200G OF THE FEDERAL
EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE
MAPS FOR MONTGOMERY COUNTY, DATED AUGUST 18, 2014,
THE SUBJECT TRACT IS SITUATED WITHIN: UNSHADED ZONE "X",
DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 100-YEAR
FLOOD PLAIN.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY
OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR
FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL
OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE
OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT
CREATE LIABILITY ON THE PART OF THE SURVEYOR.

REV	DATE	REVISION	APP.
1	6/18/25	NEW CITY SIGNATURE BLOCK	AG

GARRET J. DUHON
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200
TBPE NO. F-22671
05/10/2024



CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK

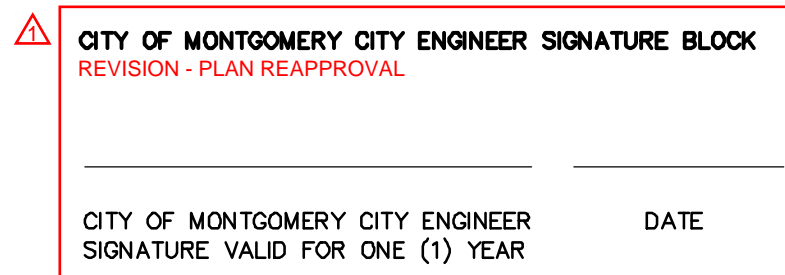
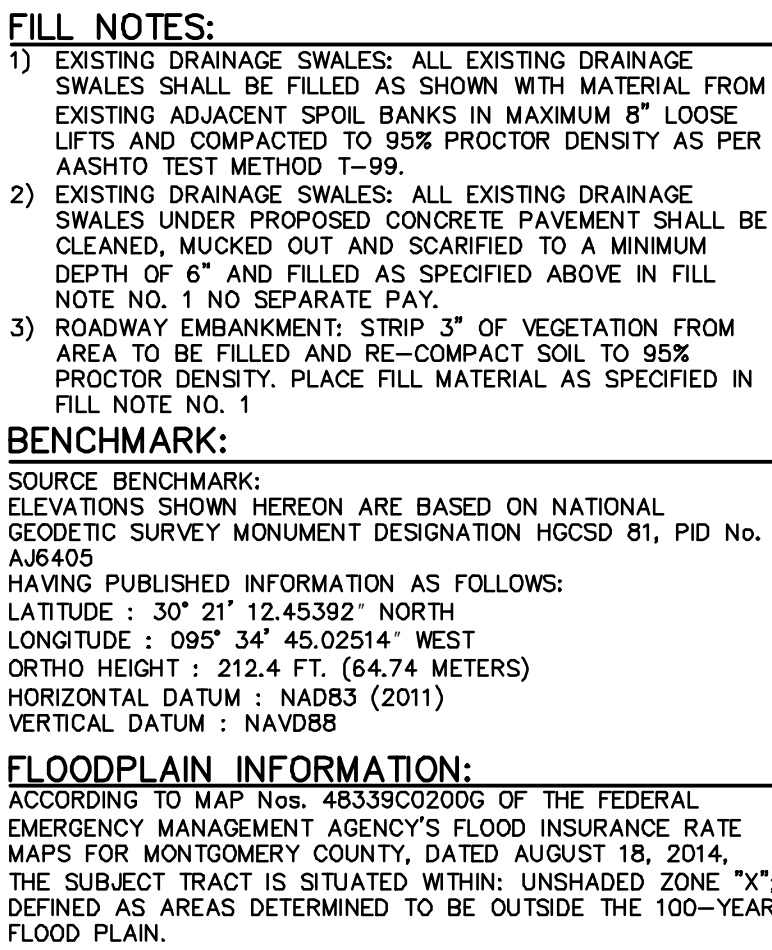
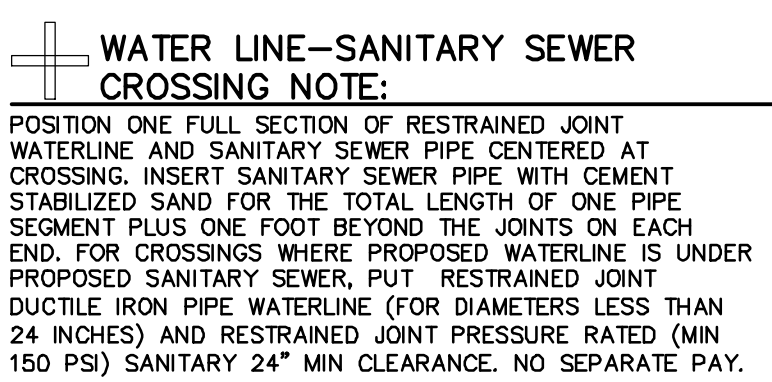
Chris Roymag 5-29-24

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

DATE

TRAFFIC SIGNAGE & PAVEMENT MARKINGS LAYOUT

SHEET 8 OF 20




GARRET J. DUHON
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(632) 823-2200

Garret D

TPBE No. F-22671

05/10/2024



CITY of MONTGOMERY CITY ENGINEER SIGNATURE BLOCK

Chris Royman

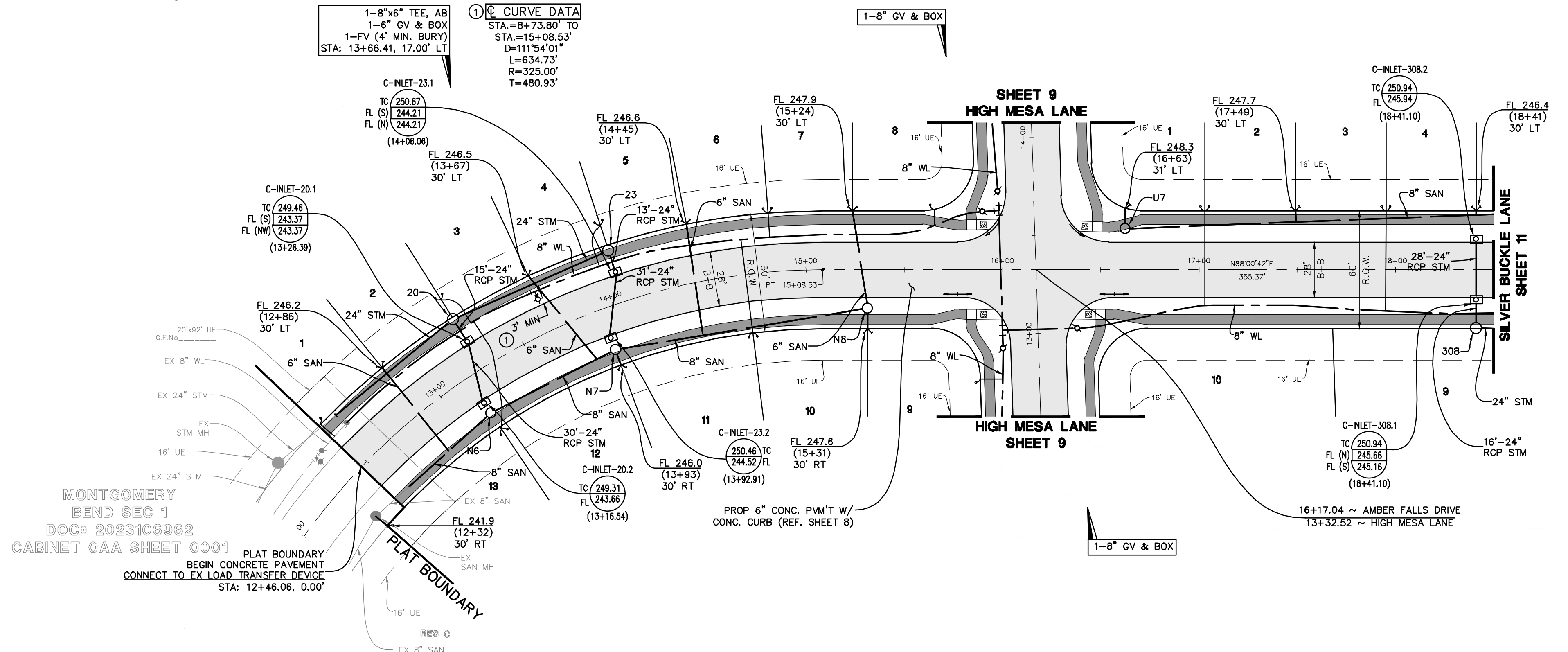
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CITY of MONTGOMERY CITY ENGINEER
SIGNATURE VALID FOR ONE (1) YEAR

DATE

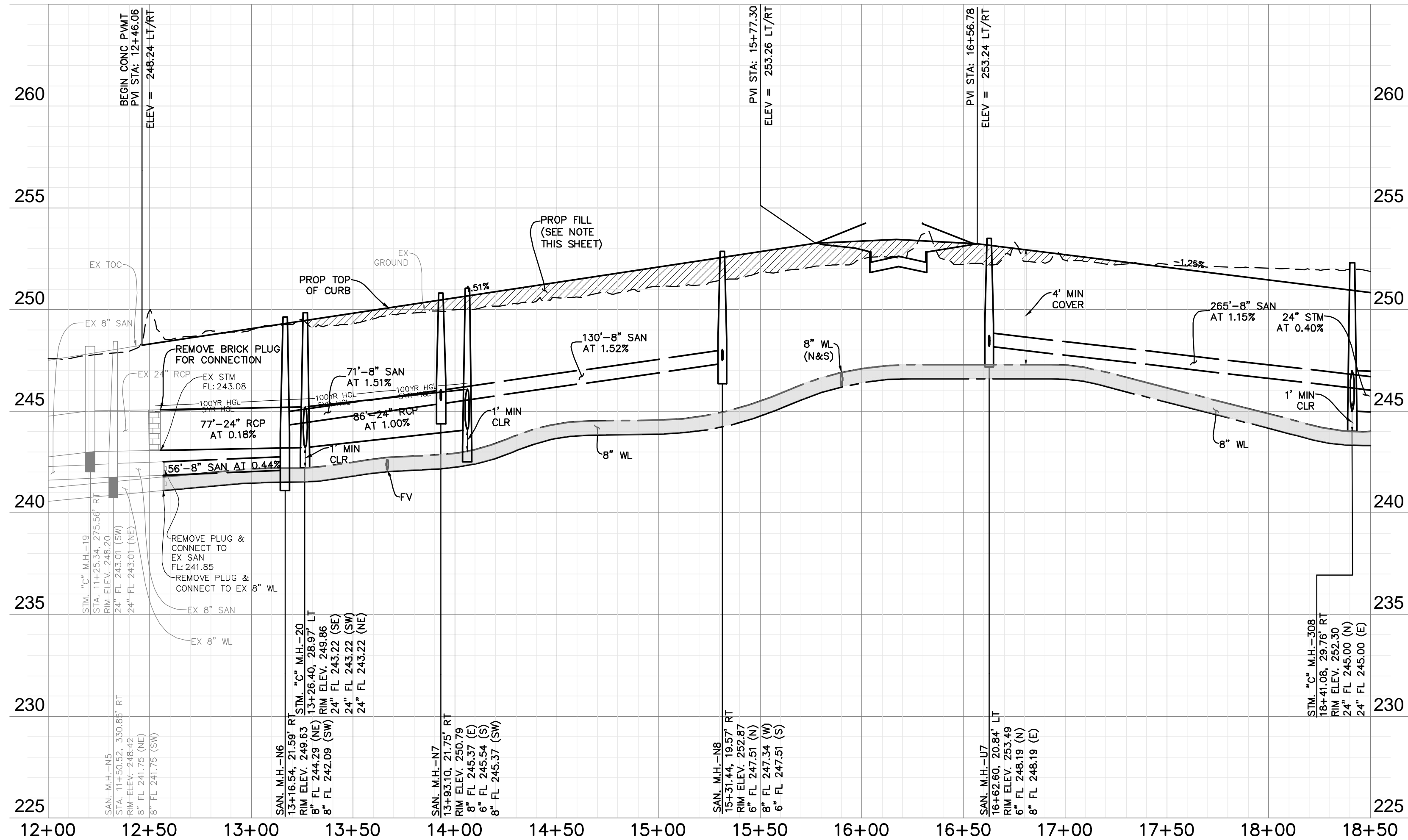
HIGH MESA LANE

SHEET 9 OF 20



MONTGOMERY
BEND SEC 1
DOC# 2023106962
CABINET OAA SHEET 0001
PLAT BOUNDARY
BEGIN CONCRETE PAVEMENT
CONNECT TO EX LOAD TRANSFER DEVICE
STA: 12+46.06, 0.00'

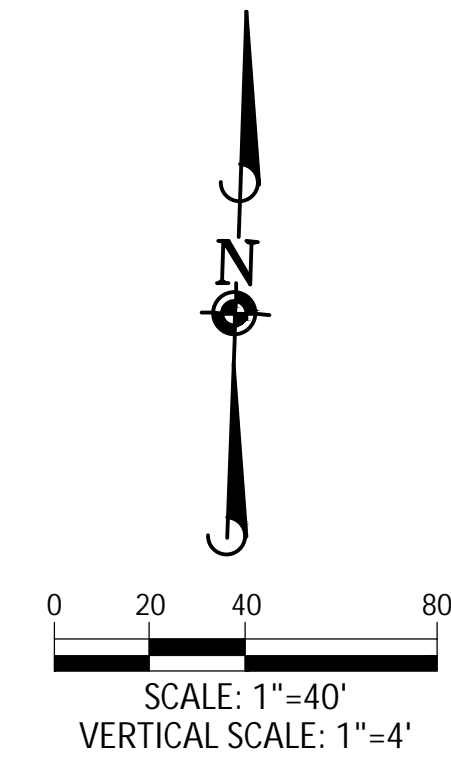
AMBER FALLS DRIVE



CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK
REVISION - PLAN REAPPROVAL

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

DATE



ELEVATION

land solutions

TBPE REGISTRATION NUMBER F-22671
9709 LAKESIDE BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200

KEY MAP

WATER LINE-SANITARY SEWER CROSSING NOTE:

POSITION ONE FULL SECTION OF RESTRAINED JOINT WATERLINE AND SANITARY SEWER PIPE CENTERED AT CROSSING. INSERT SANITARY SEWER PIPE WITH CEMENT STABILIZED SAND FOR THE TOTAL LENGTH OF ONE PIPE SEGMENT PLUS ONE FOOT BEYOND THE JOINTS ON EACH END. FOR CROSSINGS WHERE PROPOSED WATERLINE IS UNDER PROPOSED SANITARY SEWER, PUT RESTRAINED JOINT DUCTILE IRON PIPE WATERLINE (FOR DIAMETERS LESS THAN 24 INCHES) AND RESTRAINED JOINT PRESSURE RATED (MIN 150 PS) SANITARY 24\"/>

FILL NOTES:

1) EXISTING DRAINAGE SWALES: ALL EXISTING DRAINAGE SWALES SHALL BE FILLED AS SHOWN WITH MATERIAL FROM EXISTING ADJACENT SPOIL BANKS IN MAXIMUM 8\"/>

BENCHMARK:

SOURCE BENCHMARK:
ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY MONUMENT DESIGNATION HGCSO 81, PID No. A64405
HAYING PUBLISHED INFORMATION AS FOLLOWS:
LATITUDE : 30° 21' 12.45392\"/>

FLOODPLAIN INFORMATION:

ACCORDING TO MAP Nos. 48339C0200G OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR MONTGOMERY COUNTY, DATED AUGUST 18, 2014, THE SUBJECT TRACT IS SITUATED WITHIN: UNSHADED ZONE "X", DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 100-YEAR FLOOD PLAIN.

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REV	DATE	REVISION	APP
1	6/18/25	NEW CITY SIGNATURE BLOCK	AG

GARRET J. DUHON
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200

Garret J. Duhon

TBPE NO. F-22671

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK

Chris Rognan

5-29-24

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

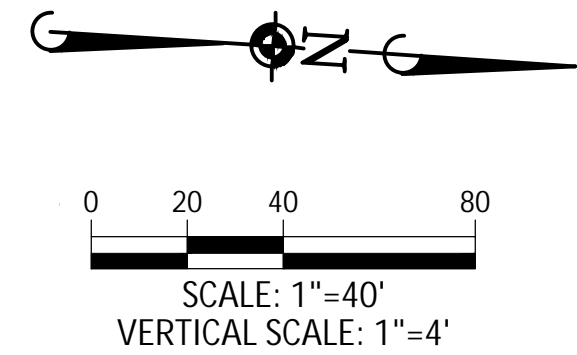
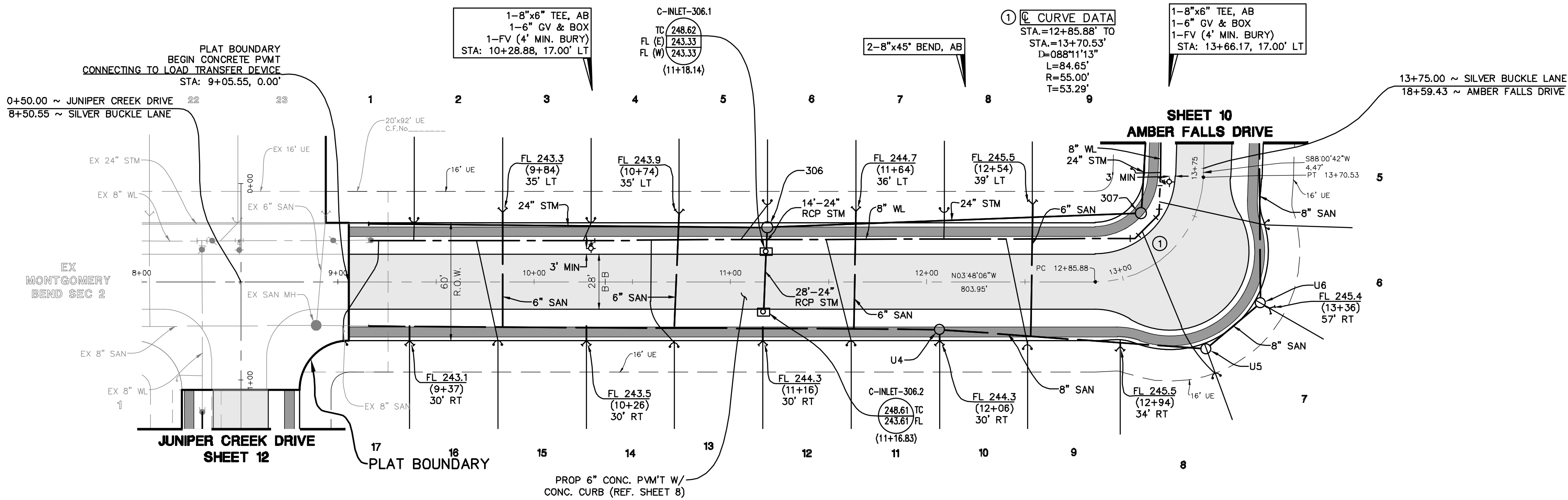
DATE

AMBER FALLS DRIVE

SHEET 10 OF 20

ELEVATION LAND SOLUTIONS - MONTGOMERY BEND SEC. 3 - PROJECT NO. 610.126.007.00

178



ELEVATION
land solutions
TBP REGISTRATION NUMBER F-22671
9709 LAKESIDE BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200

KEY MAP

WATER LINE-SANITARY SEWER CROSSING NOTE:

POSITION ONE FULL SECTION OF RESTRAINED JOINT WATERLINE AND SANITARY SEWER PIPE CENTERED AT CROSSING. INSERT SANITARY SEWER PIPE WITH CEMENT STABILIZED SAND FOR THE TOTAL LENGTH OF ONE PIPE SEGMENT PLUS ONE FOOT BEYOND THE JOINTS ON EACH END. FOR CROSSINGS WHERE PROPOSED WATERLINE IS UNDER PROPOSED SANITARY SEWER, PUT RESTRAINED JOINT DUCTILE IRON PIPE WATERLINE (FOR DIAMETERS LESS THAN 24 INCHES) AND RESTRAINED JOINT PRESSURE RATED (MIN 150 PS) SANITARY 24" MIN CLEARANCE. NO SEPARATE PAY.

- FILL NOTES:**
- EXISTING DRAINAGE SWALES: ALL EXISTING DRAINAGE SWALES SHALL BE FILLED AS SHOWN WITH MATERIAL FROM EXISTING ADJACENT SPOIL BANKS IN MAXIMUM 8" LOOSE LIFTS AND COMPACTED TO 95% PROCTOR DENSITY AS PER AASHTO TEST METHOD T-99.
 - EXISTING DRAINAGE SWALES: ALL EXISTING DRAINAGE SWALES UNDER PROPOSED CONCRETE PAVEMENT SHALL BE CLEANED, MUCKED OUT AND SCARIFIED TO A MINIMUM DEPTH OF 6" AND FILLED AS SPECIFIED ABOVE IN FILL NOTE NO. 1 NO SEPARATE PAY.
 - ROADWAY EMBANKMENT: STRIP 3" OF VEGETATION FROM AREA TO BE FILLED AND RE-COMPACT SOIL TO 95% PROCTOR DENSITY. PLACE FILL MATERIAL AS SPECIFIED IN FILL NOTE NO. 1.

BENCHMARK:
SOURCE BENCHMARK:
ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY MONUMENT DESIGNATION HGCS8 81, PID No. A64405
HAVING PUBLISHED INFORMATION AS FOLLOWS:
LATITUDE : 30° 21' 12.45392" NORTH
LONGITUDE : 095° 34' 45.02514" WEST
ORTHO HEIGHT : 212.4 FT. (64.74 METERS)
HORIZONTAL DATUM : NAD83 (2011)
VERTICAL DATUM : NAVD88

FLOODPLAIN INFORMATION:
ACCORDING TO MAP Nos. 48339C0200G OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR MONTGOMERY COUNTY, DATED AUGUST 18, 2014, THE SUBJECT TRACT IS SITUATED WITHIN: UNSHADED ZONE "X", DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 100-YEAR FLOOD PLAIN.

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Δ	6/18/25	NEW CITY SIGNATURE BLOCK	AG

GARRET J. DUHON
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200

Garret J. Duhon
TBP REGISTRATION NUMBER F-22671

STATE OF TEXAS
LICENSED PROFESSIONAL ENGINEER
130733
05/10/2024

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK

Chris Rognan 5-29-24

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

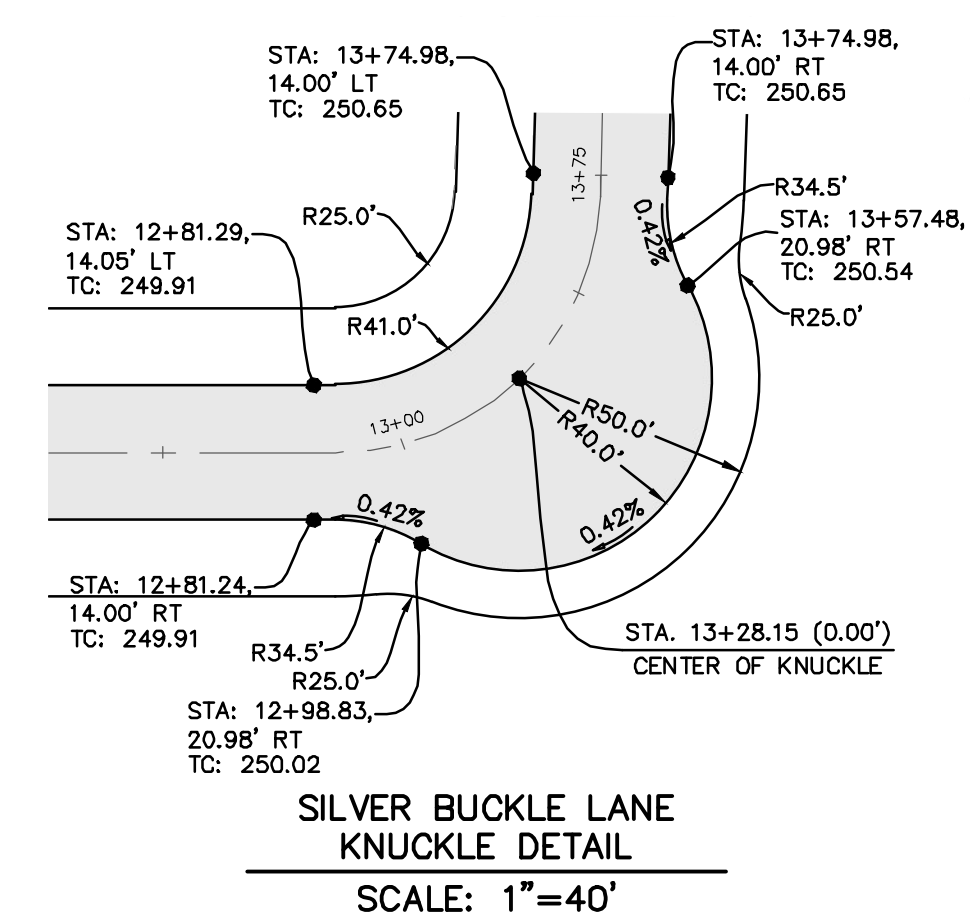
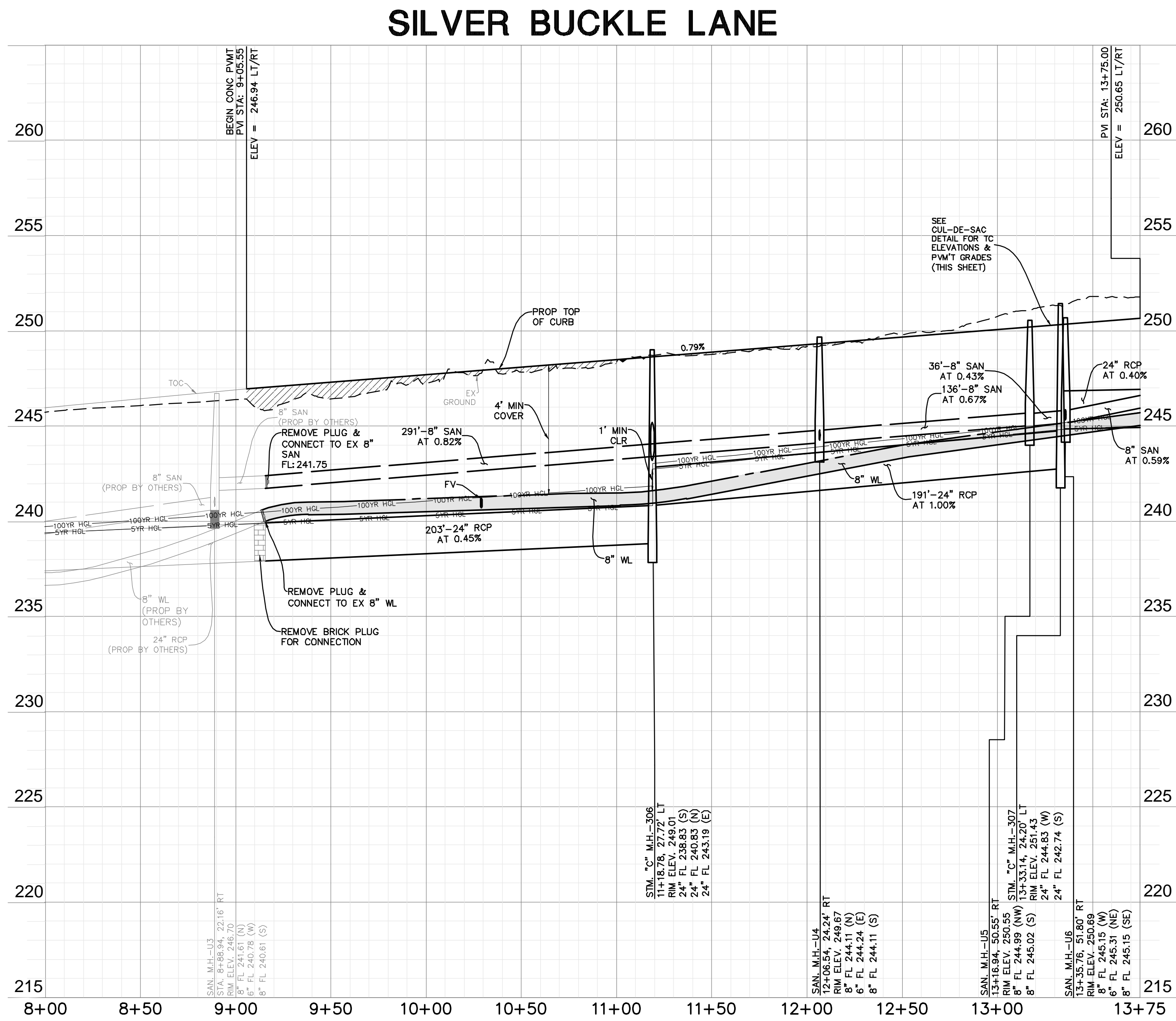
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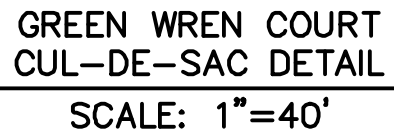
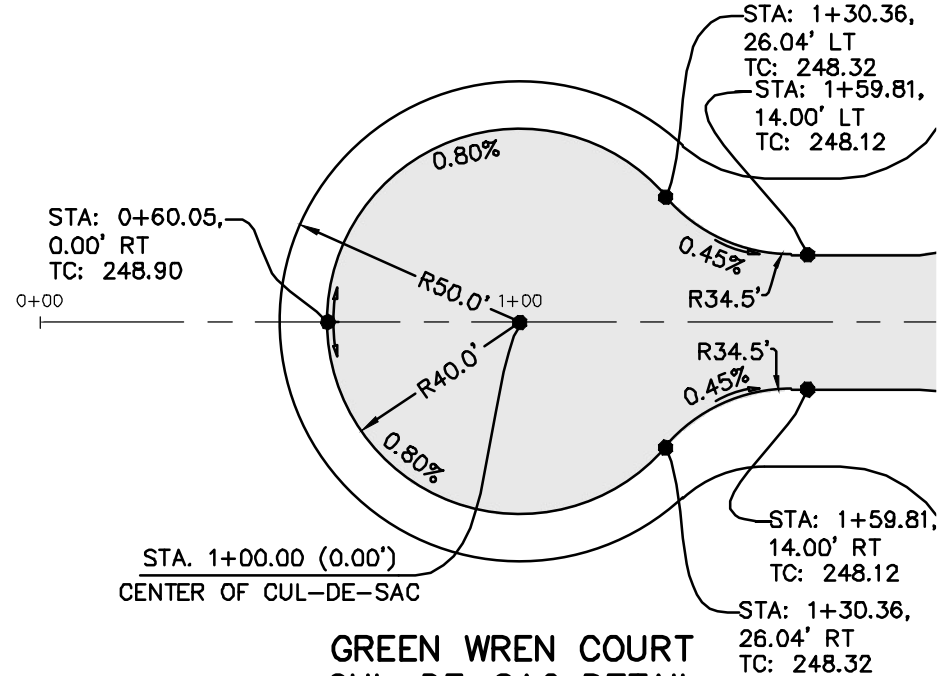
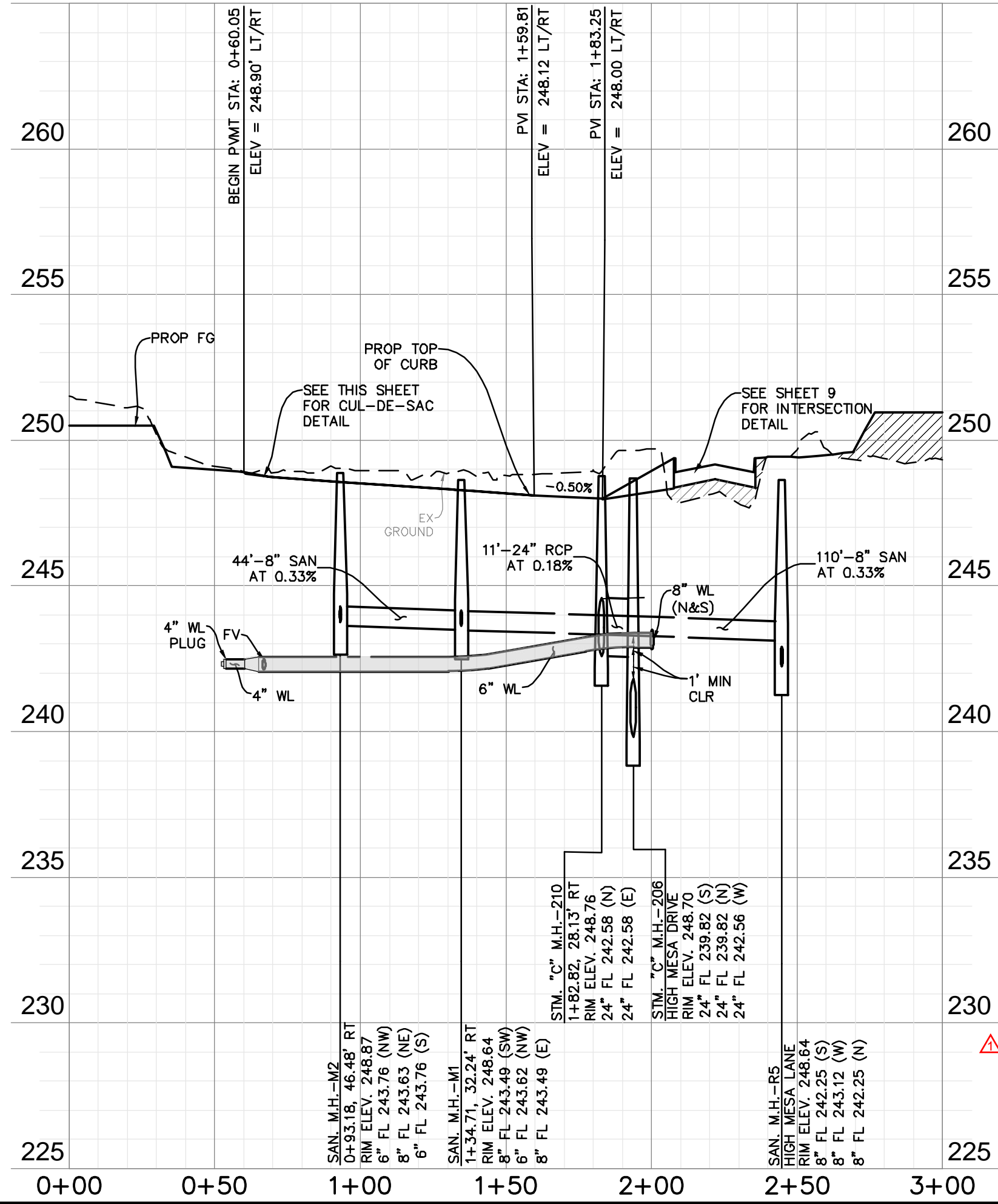
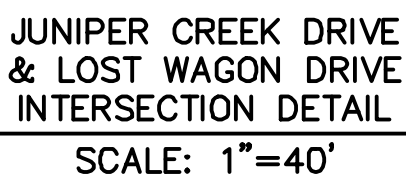
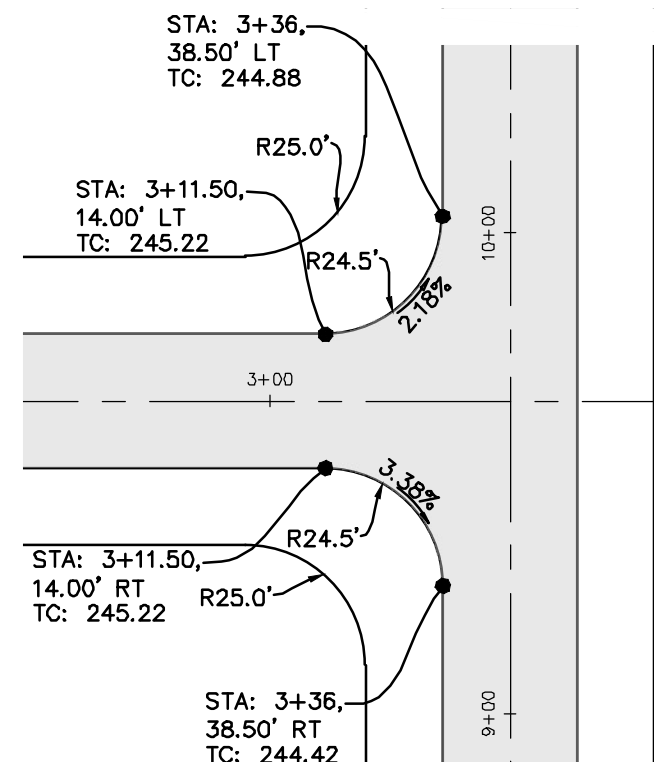
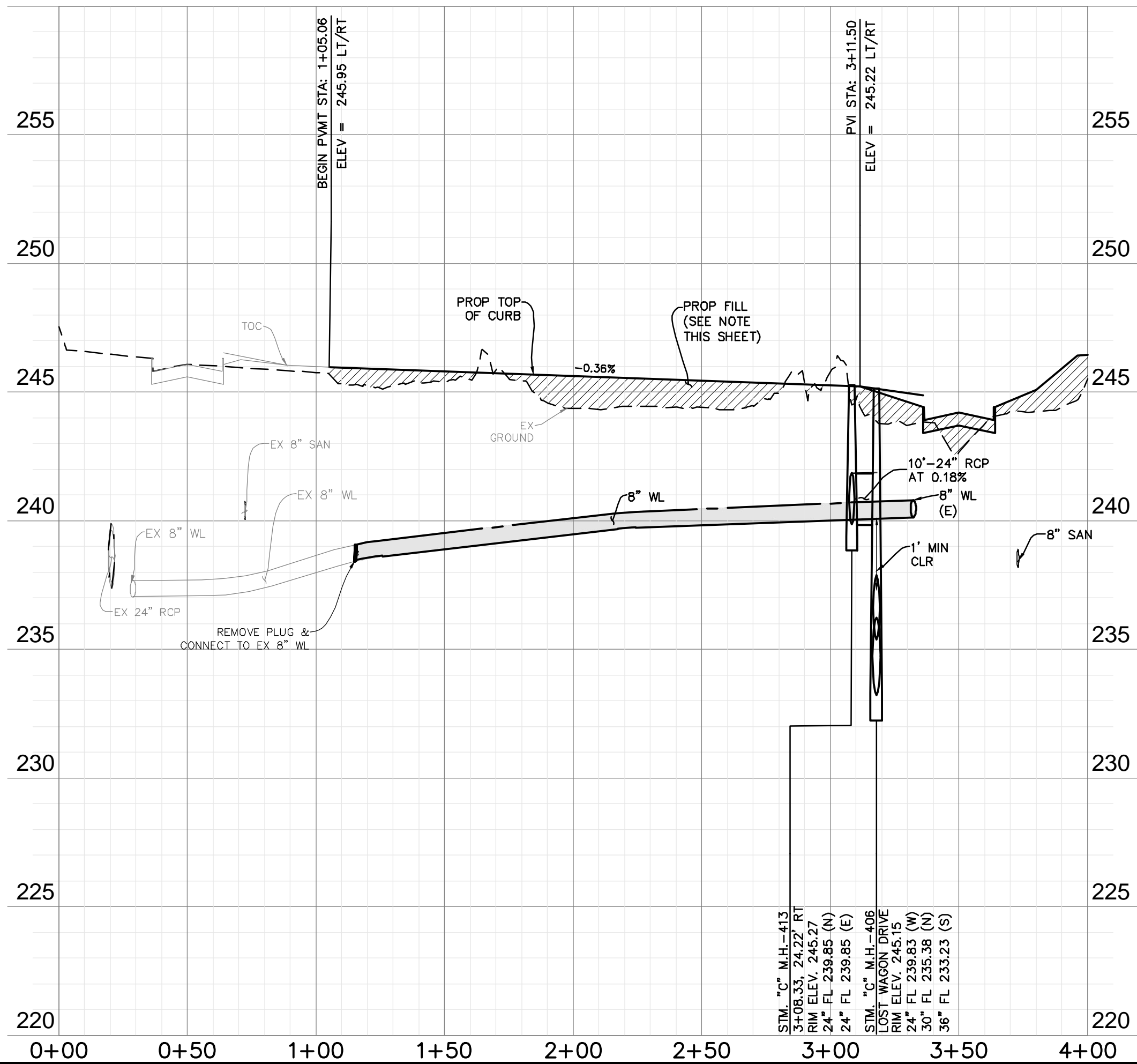
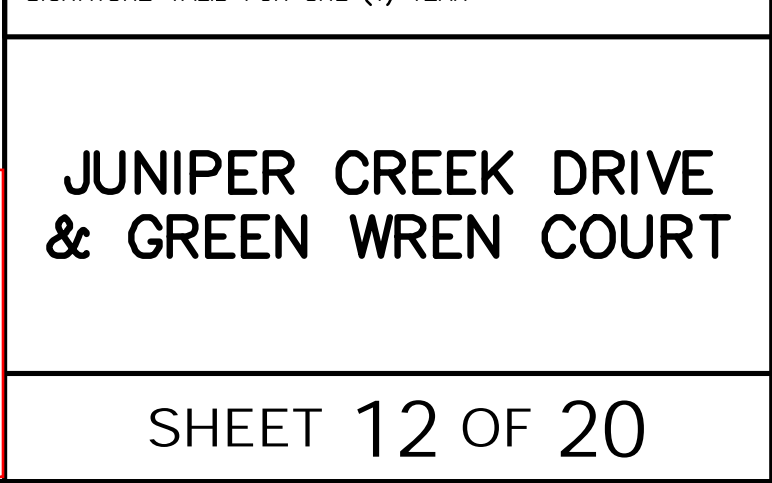
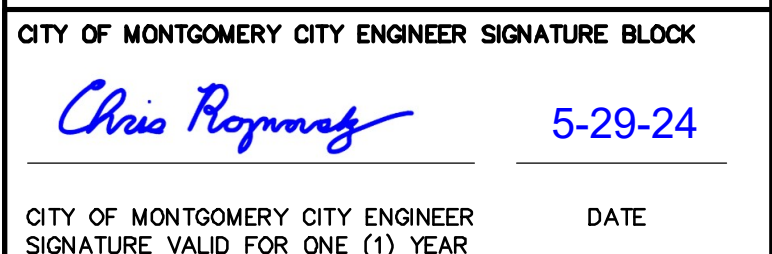
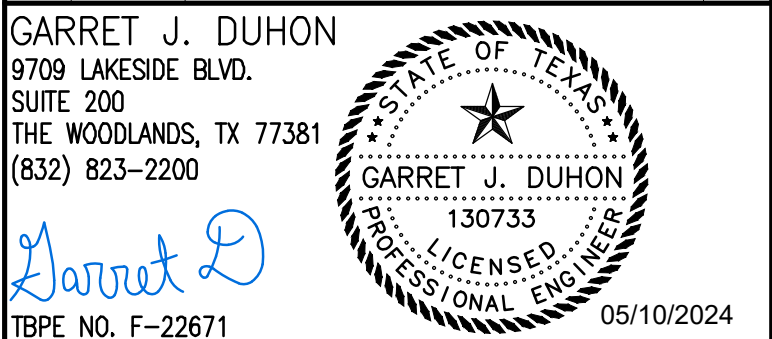
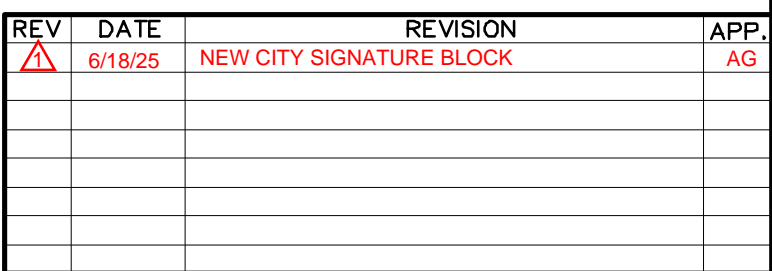
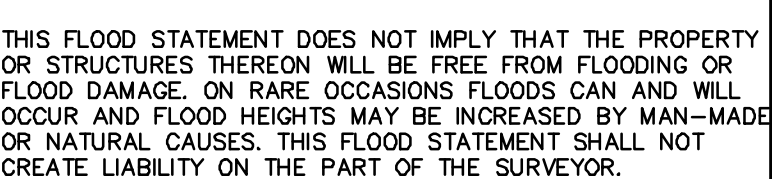
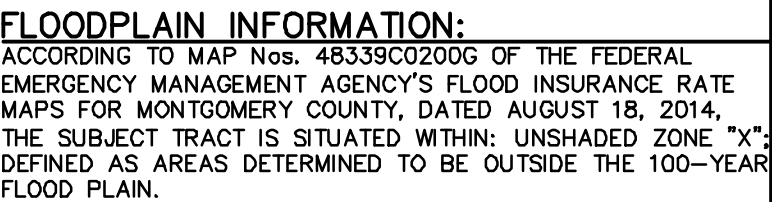
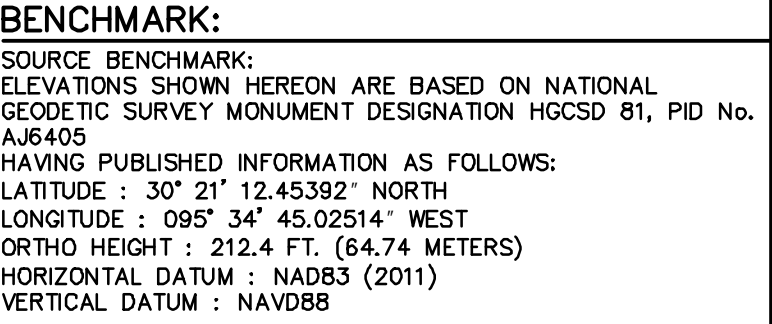
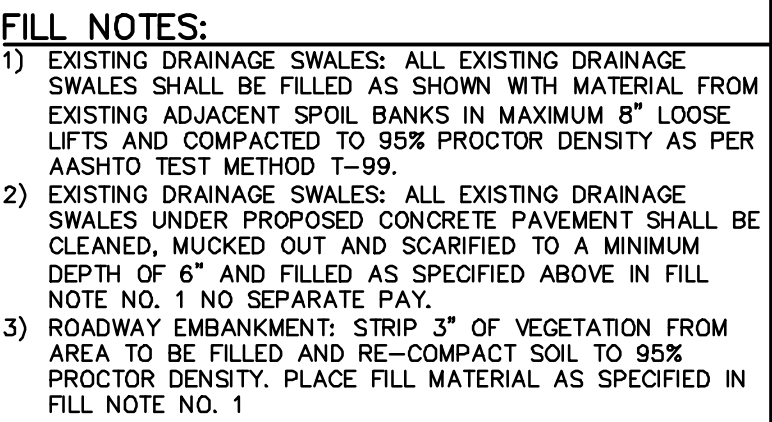
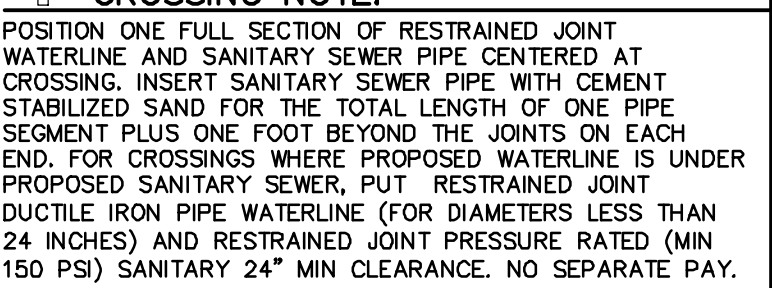
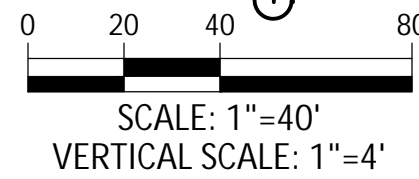
SHEET 11 OF 20

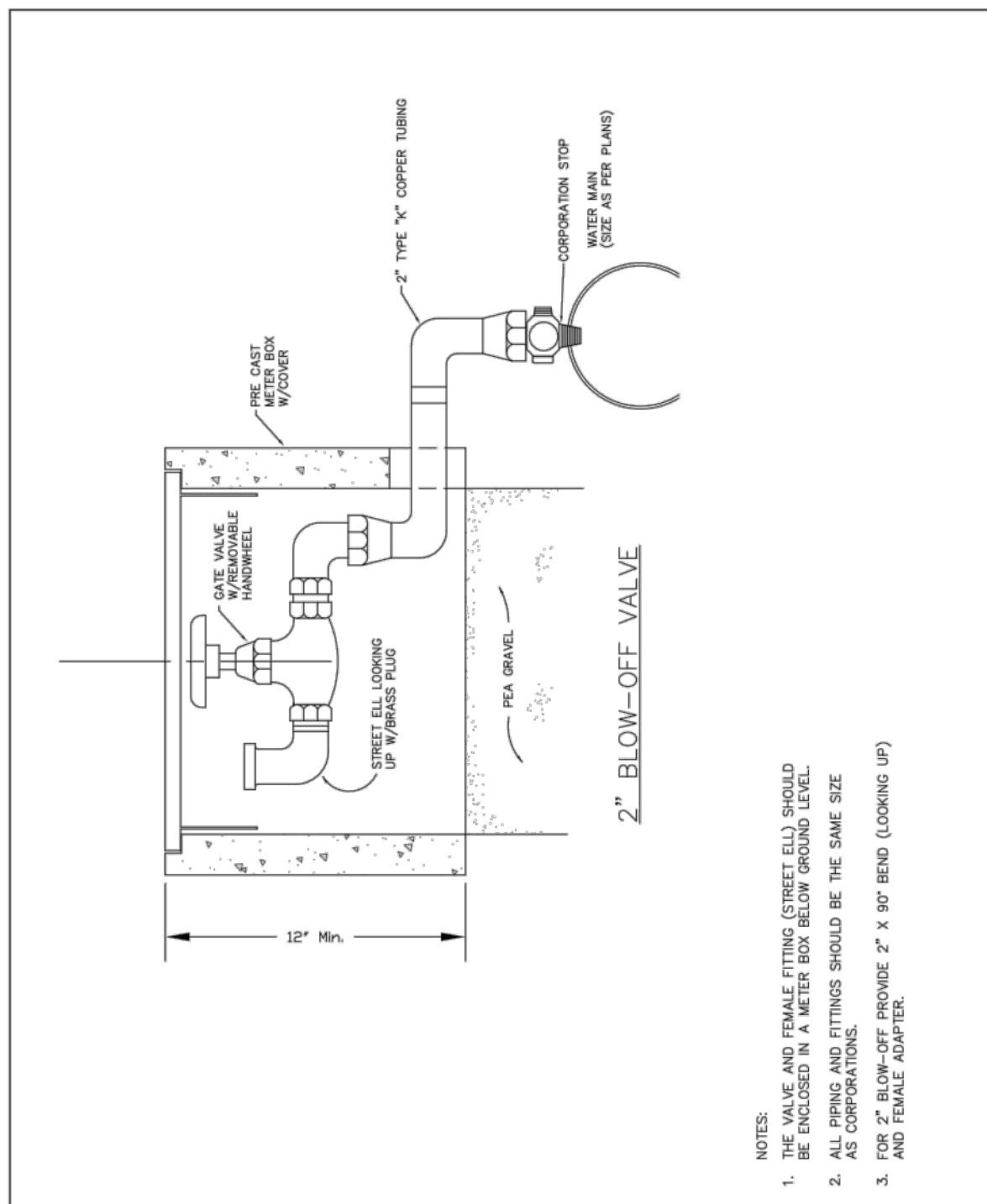
Δ CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK
REVISION - PLAN REAPPROVAL

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

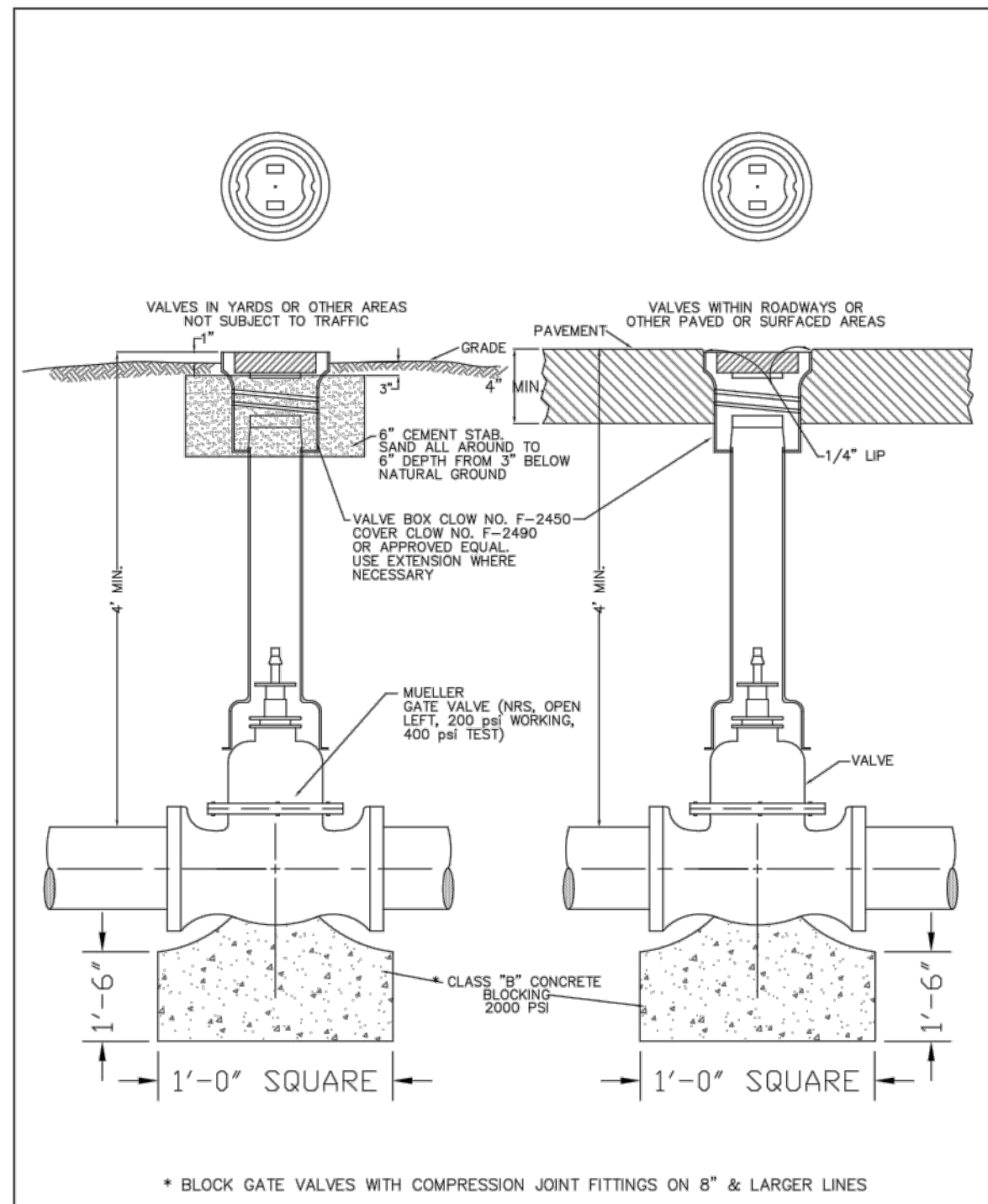
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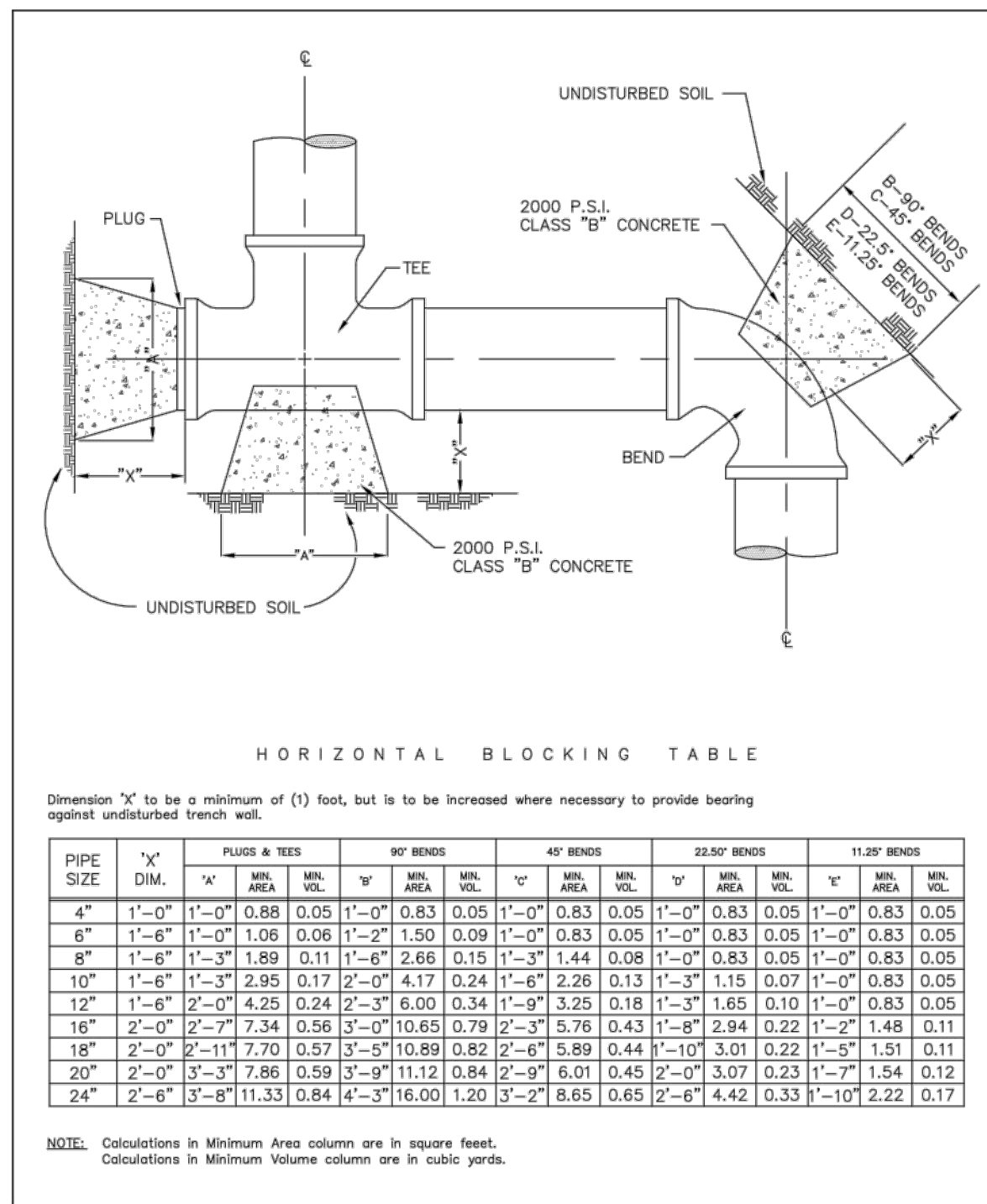




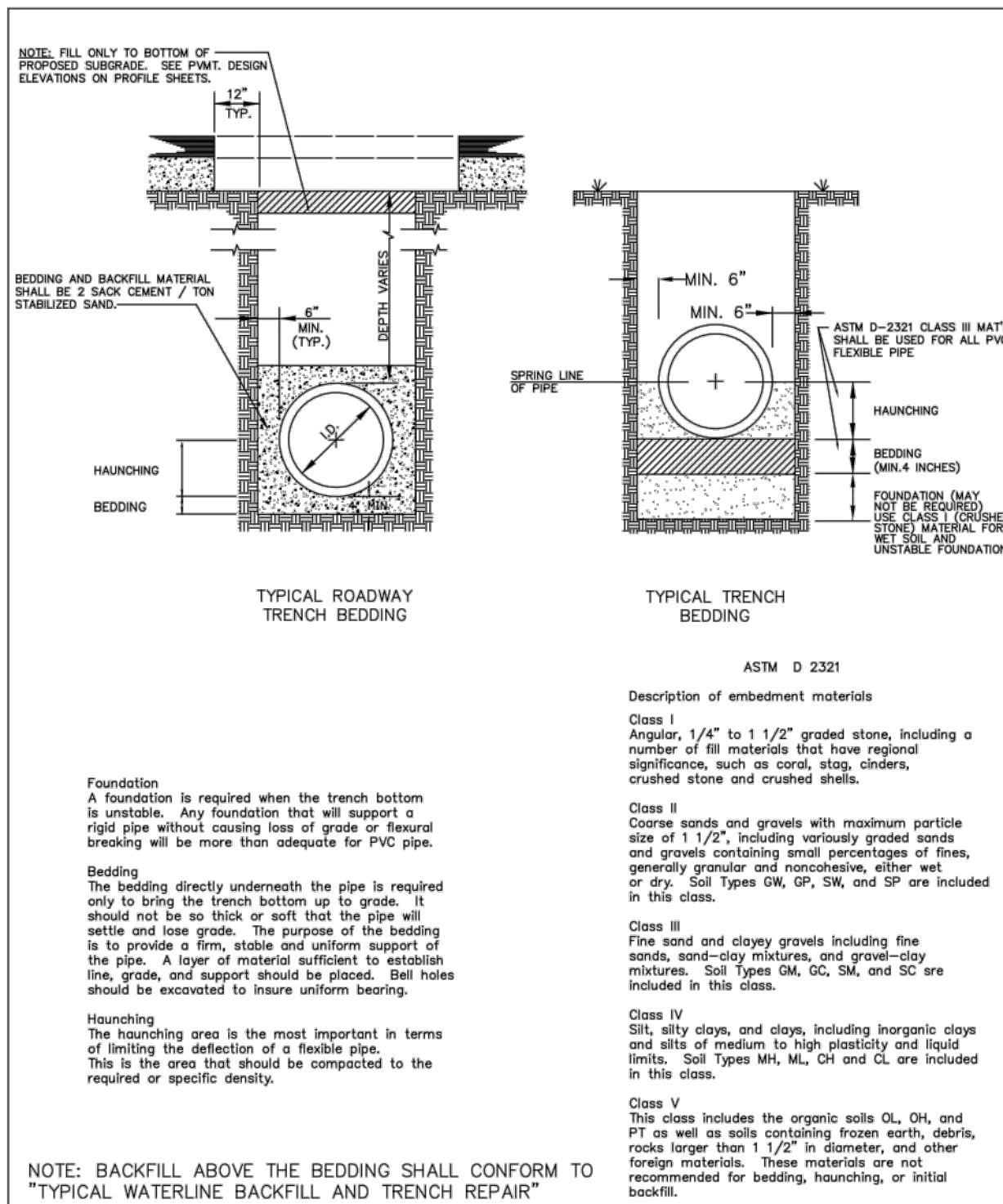
REVISIONS	CITY OF MONTGOMERY 2" BLOW-OFF VALVE FOR WATERLINE	WATER
		W-13



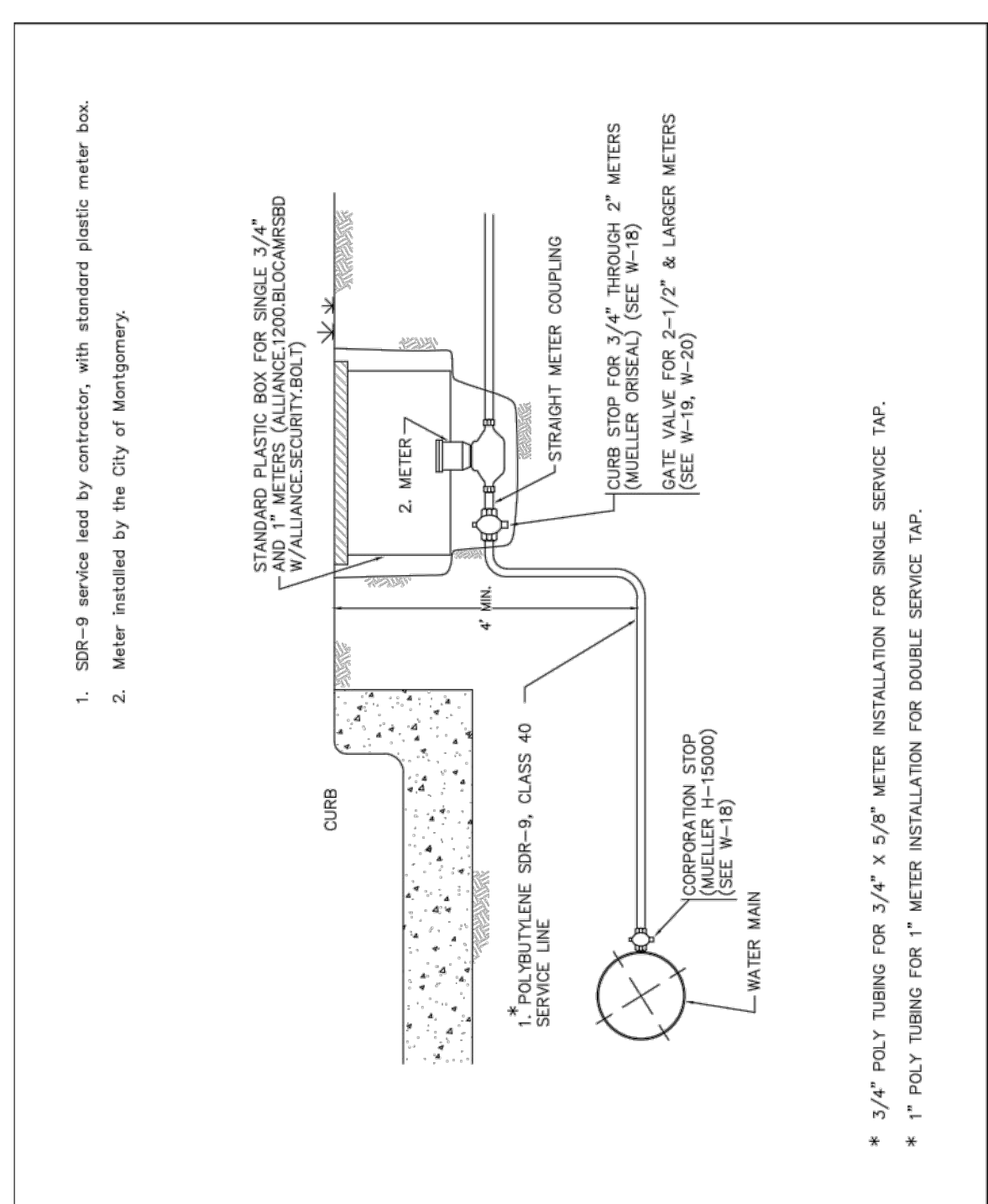
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		W-11



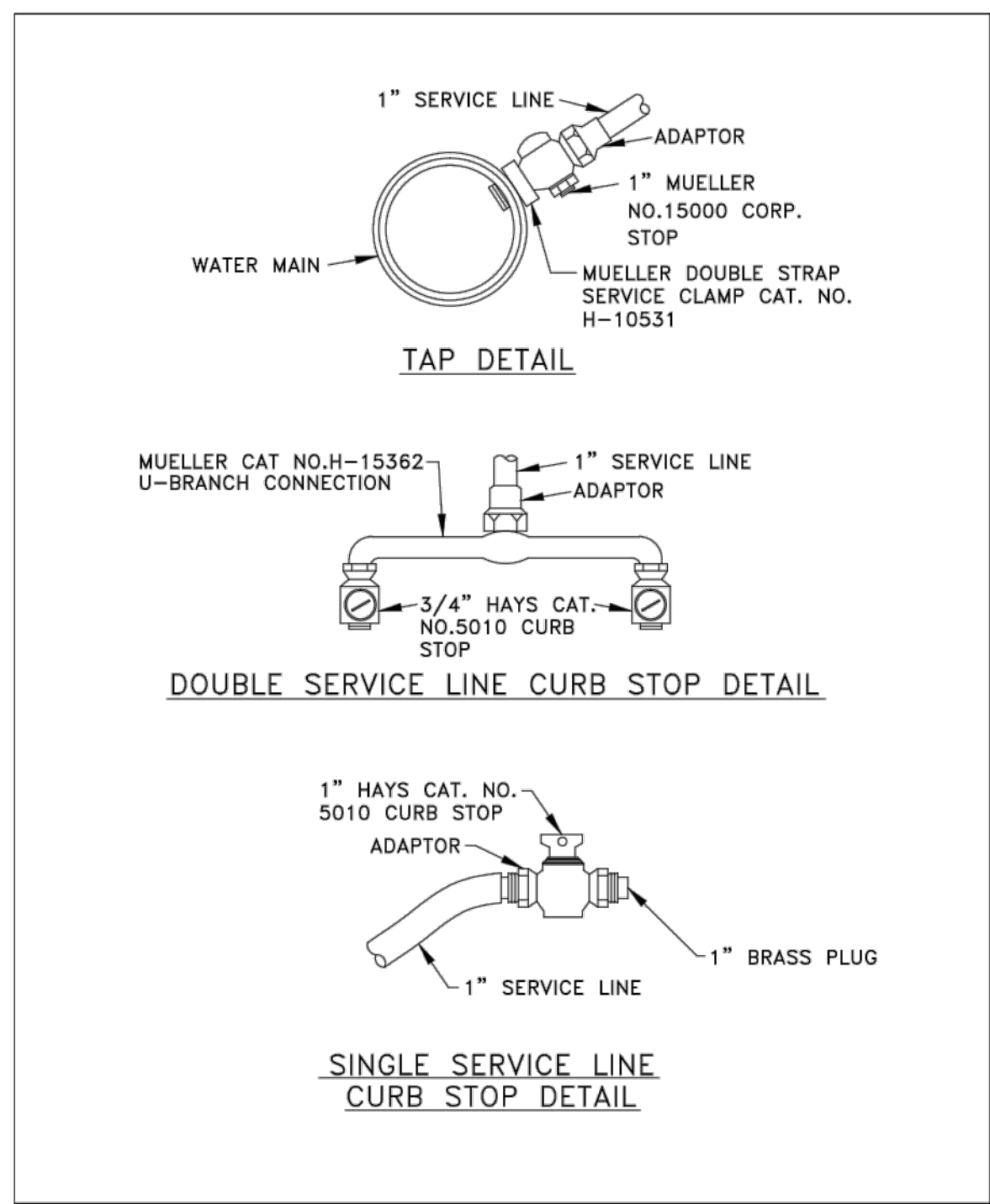
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		W-2



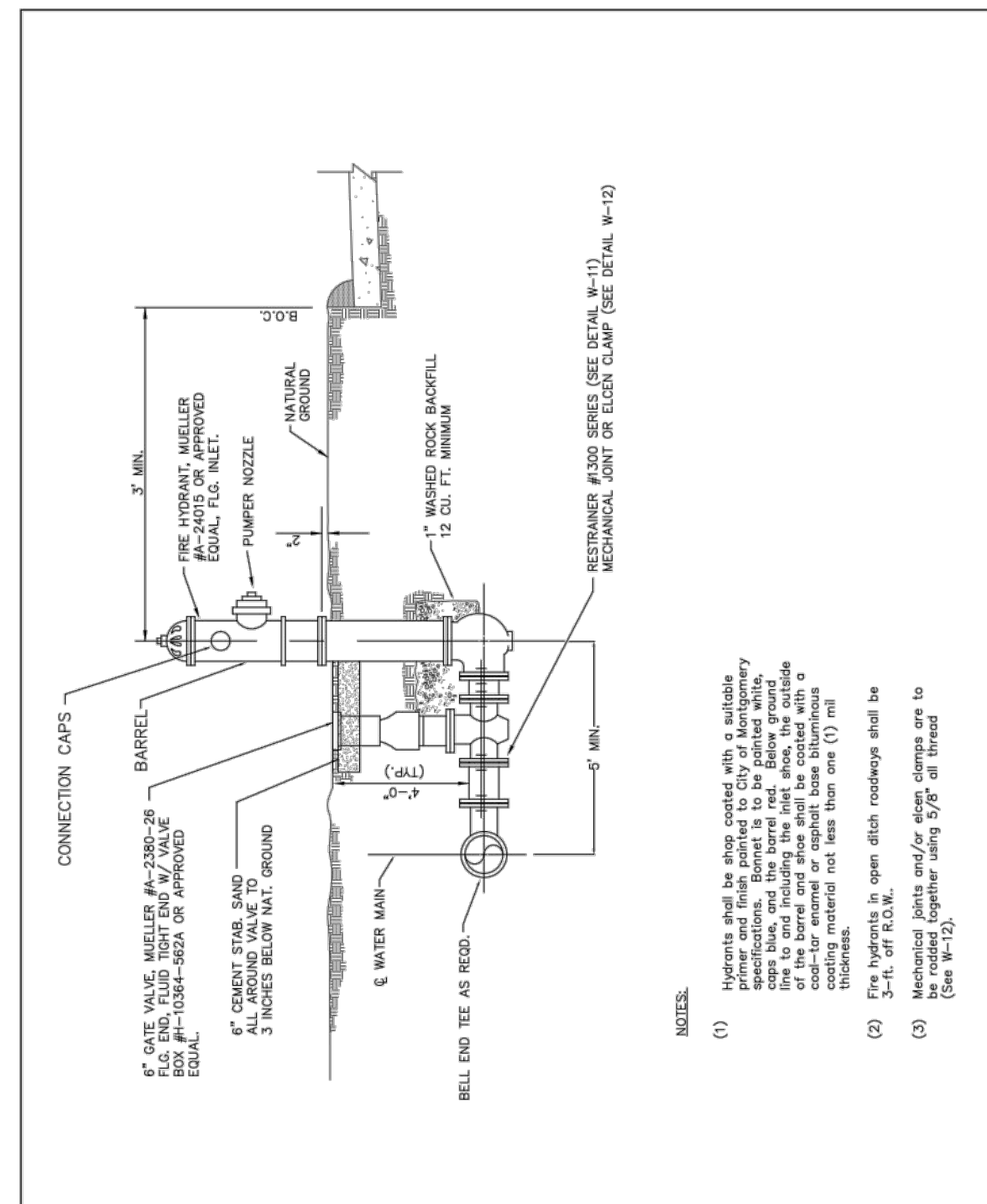
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		W-1



REVISIONS	CITY OF MONTGOMERY WATER SERVICE CONNECTION	WATER
		W-8



REVISIONS	CITY OF MONTGOMERY CURB STOP & TAP FOR WATERLINE	WATER
		W-10



REVISIONS	CITY OF MONTGOMERY FIRE HYDRANT INSTALLATION	WATER
		W-15



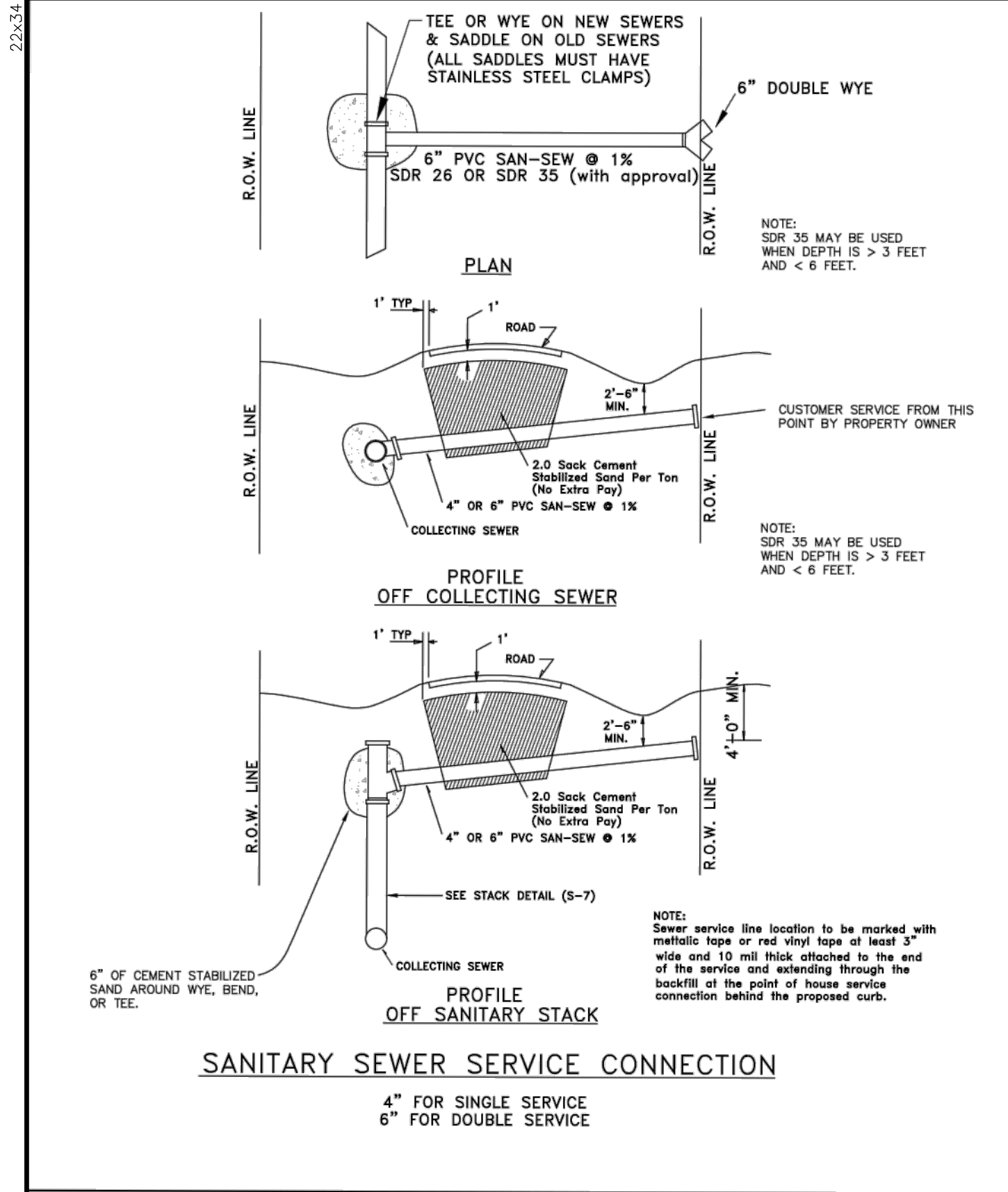
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REVISION - PLAN REAPPROVAL

CITY OF MONTGOMERY CITY ENGINEER
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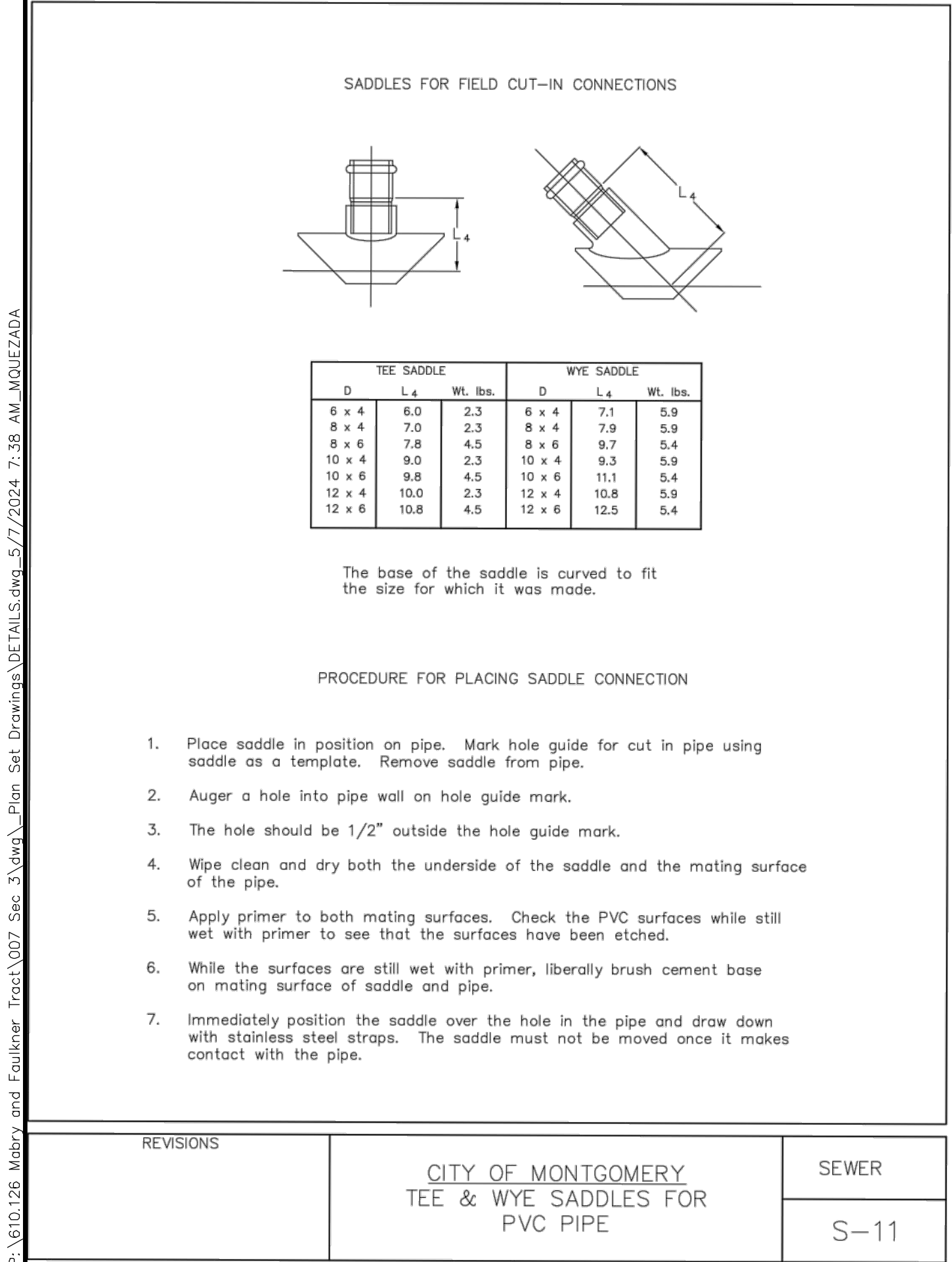
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WATER DETAILS

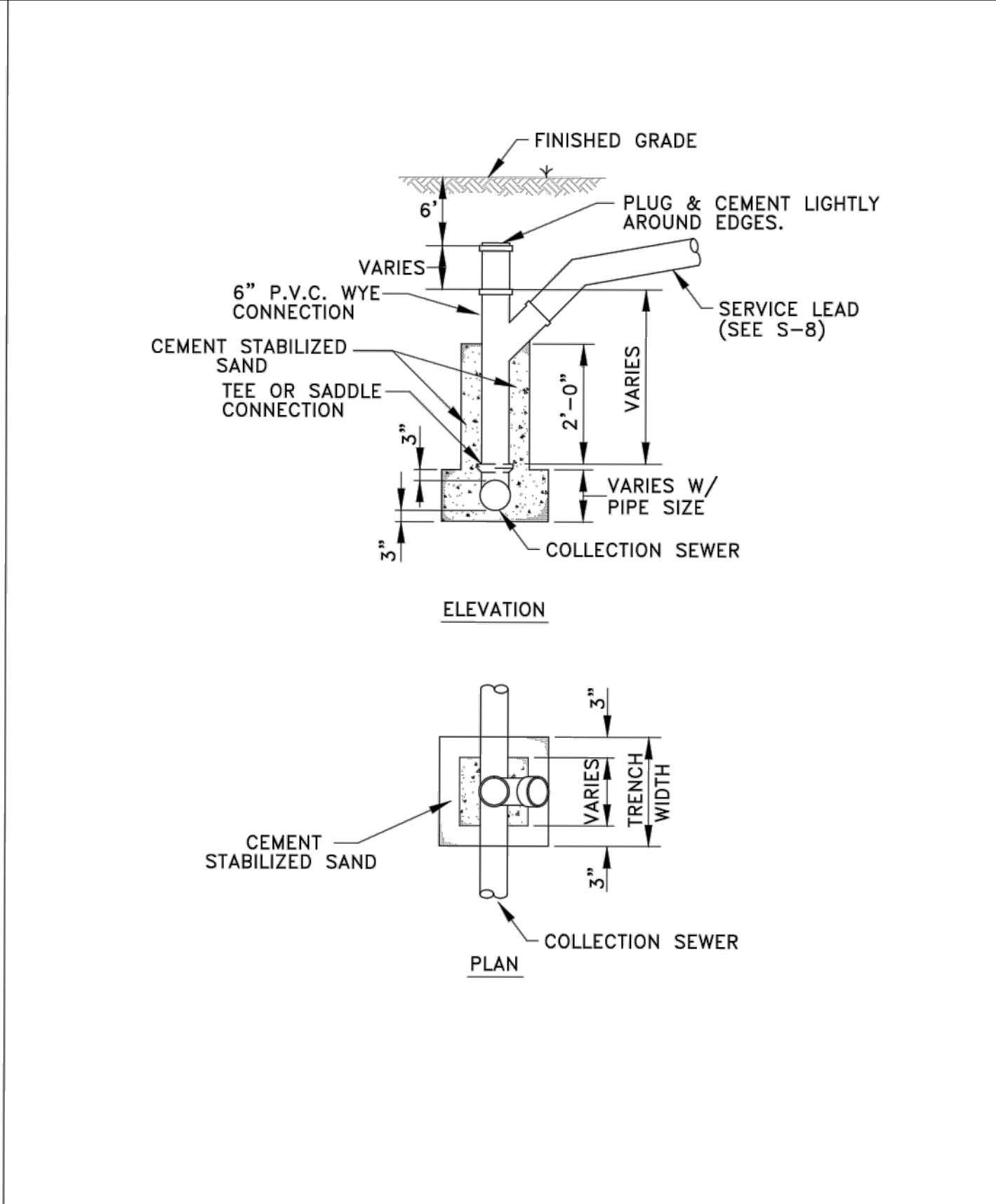
SHEET 14 OF 20



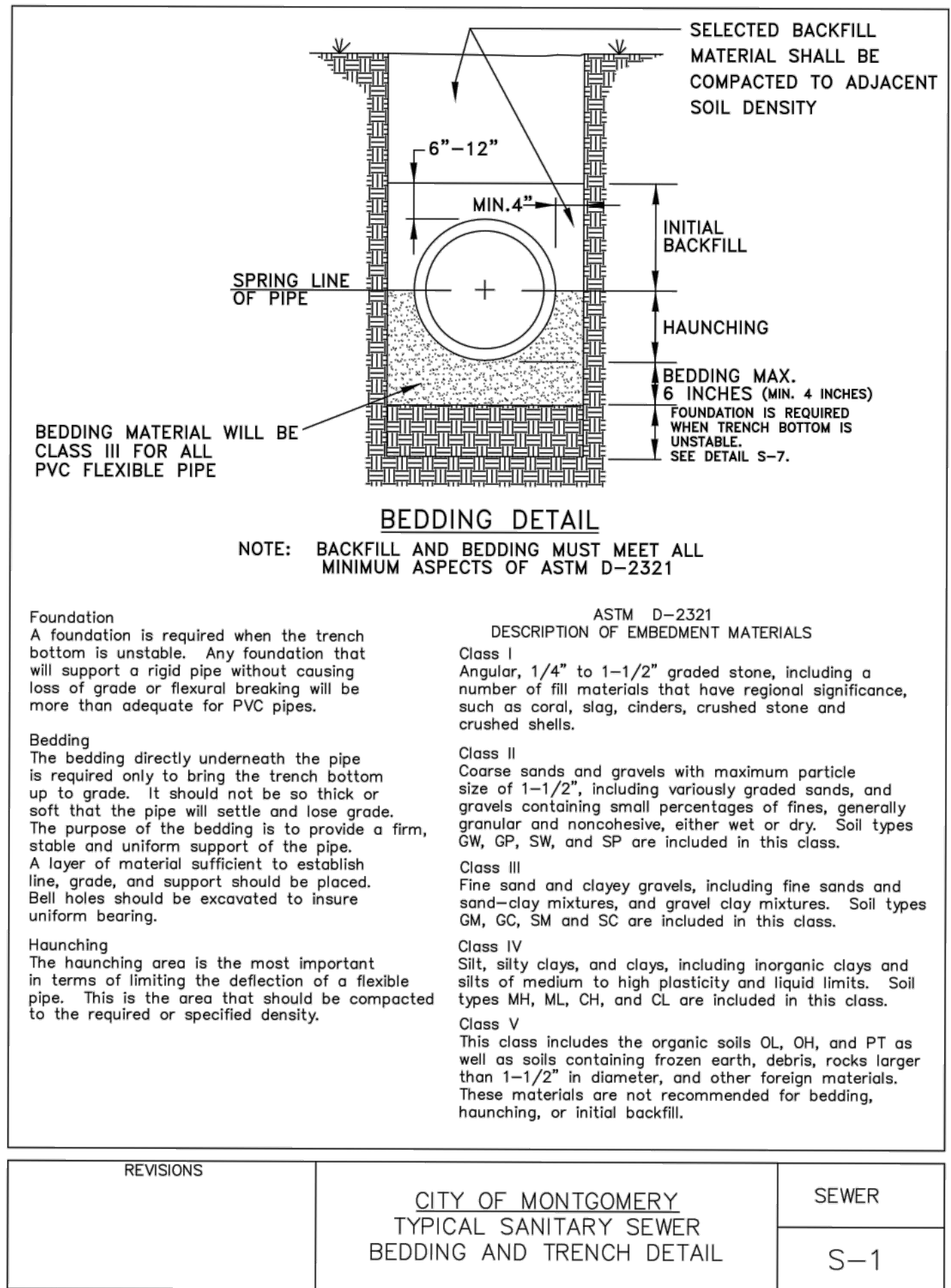
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10-2013	REVISED SERVICE GRADE & NOTES	
CITY OF MONTGOMERY RESIDENTIAL SANITARY SEWER SERVICE CONNECTION		S-8



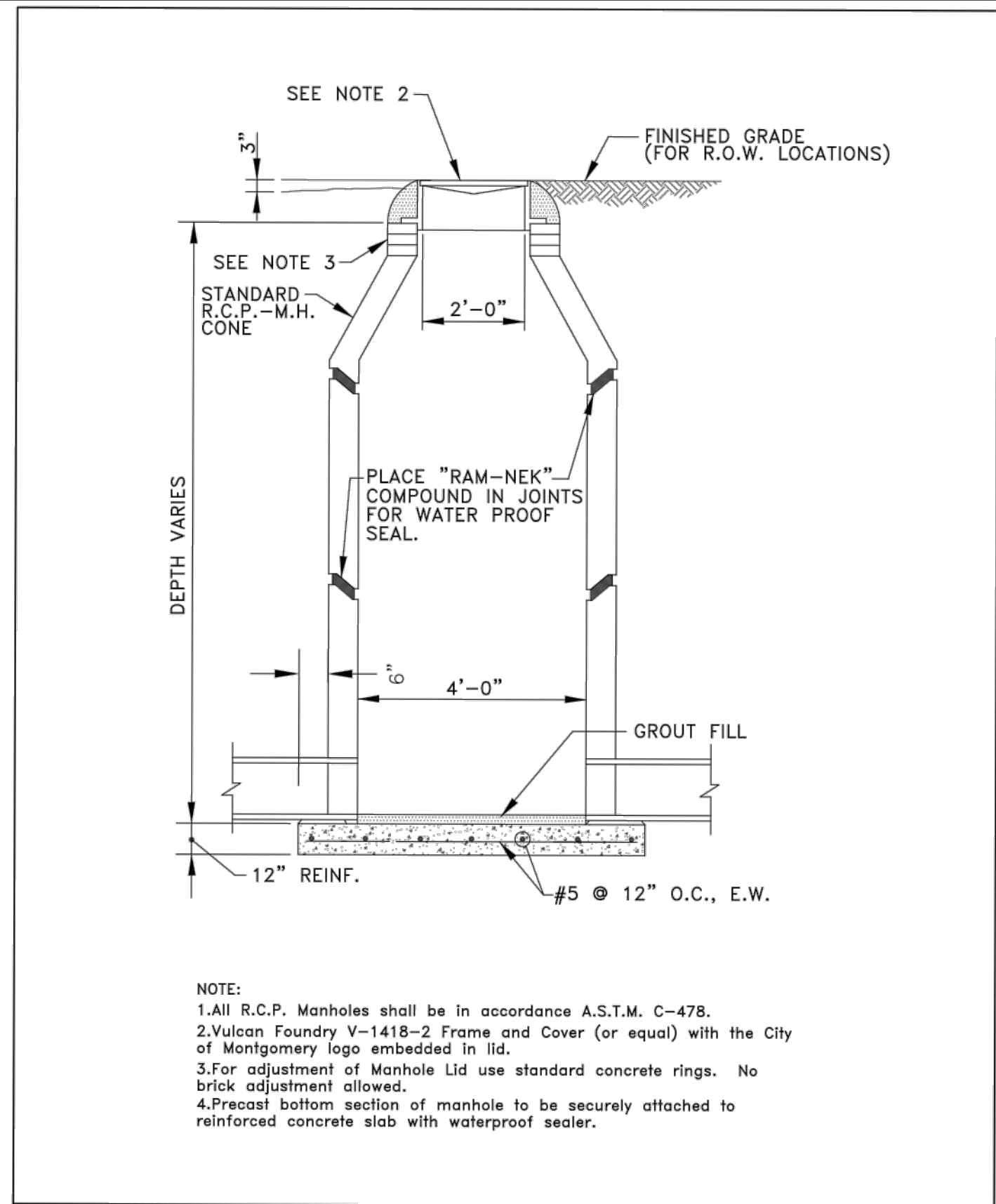
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CITY OF MONTGOMERY TEE & WYE SADDLES FOR PVC PIPE		S-11



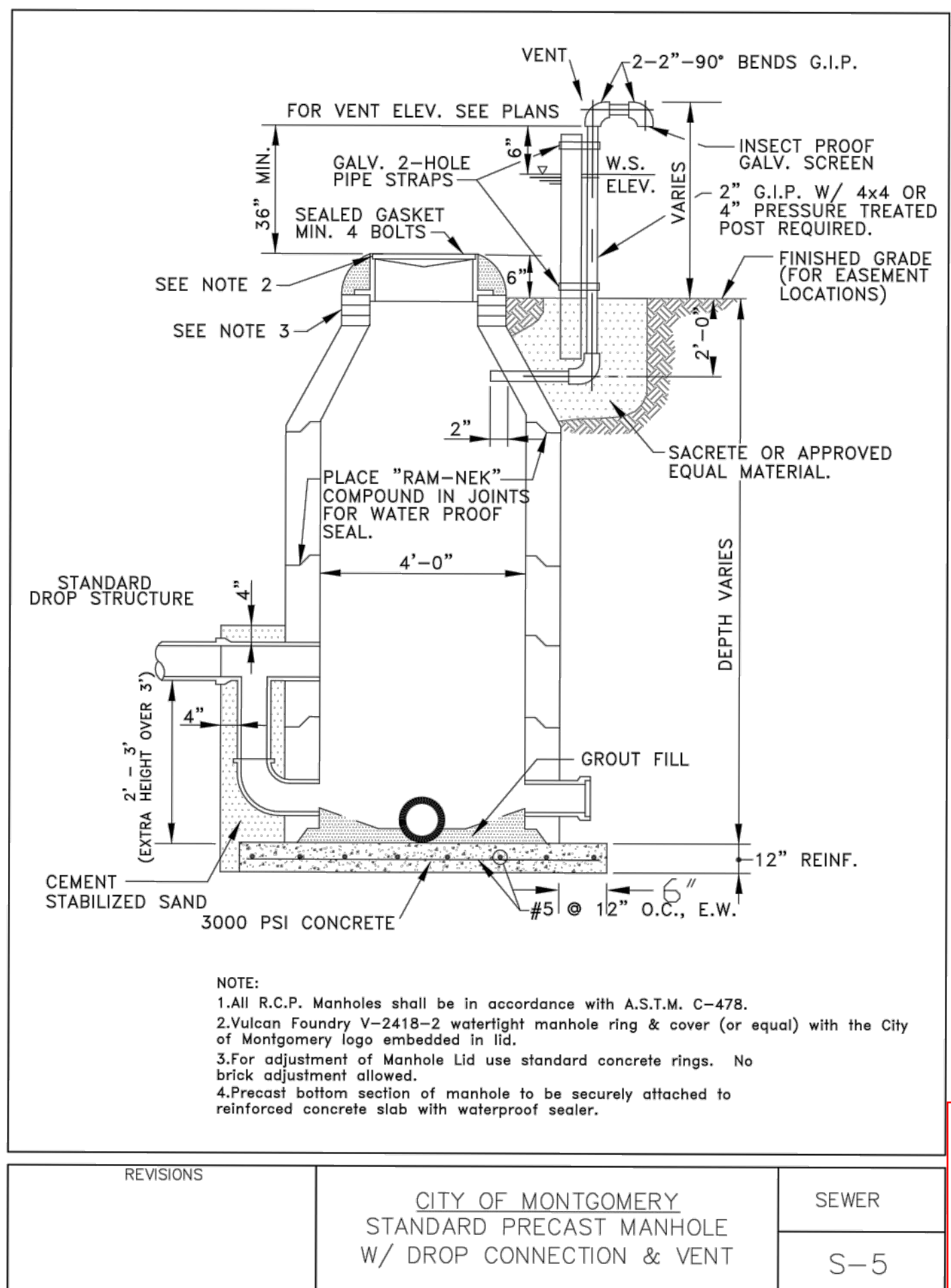
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10-2013	REVISED NOTES	
CITY OF MONTGOMERY SANITARY SEWER STACK DETAIL		S-7



REVISIONS		SEWER
CITY OF MONTGOMERY TYPICAL SANITARY SEWER BEDDING AND TRENCH DETAIL		S-1



REVISIONS		SEWER
CITY OF MONTGOMERY STANDARD PRECAST MANHOLE		S-4



REVISIONS		SEWER
CITY OF MONTGOMERY STANDARD PRECAST MANHOLE W/ DROP CONNECTION & VENT		S-5

ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
9709 LAKESIDE BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200

2 SACK / TON CEMENT STABILIZED ROCK, ROLLED & COMPACTED (MATCH EXISTING THICKNESS, 6" MIN.)

ROADWAY TO BE RESTORED TO ORIGINAL CONDITION.

BACKFILL MAT'L WILL BE 2 SACKS CEMENT PER TON STABILIZED SAND, PLACED AND COMPACTED IN 6" LIFTS.

BEDDING MATERIAL WILL BE 2 SACKS CEMENT PER TON STABILIZED SAND, PLACED WHEN PIPE IS LAID.

NOTE: BACKFILL AND BEDDING MUST MEET ALL MINIMUM ASPECTS OF ASTM D-2321

REVISIONS		SEWER
CITY OF MONTGOMERY TYPICAL ROADWAY TRENCH BEDDING AND BACKFILL DETAIL		S-2

REV	DATE	REVISION	APP.
Δ	6/18/25	NEW CITY SIGNATURE BLOCK	AG

GARRET J. DUHON
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200

Garret J. Duhon

130733
LICENSED PROFESSIONAL ENGINEER
05/10/2024

TBPE NO. F-22671

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK

Chris Rognan 5-29-24

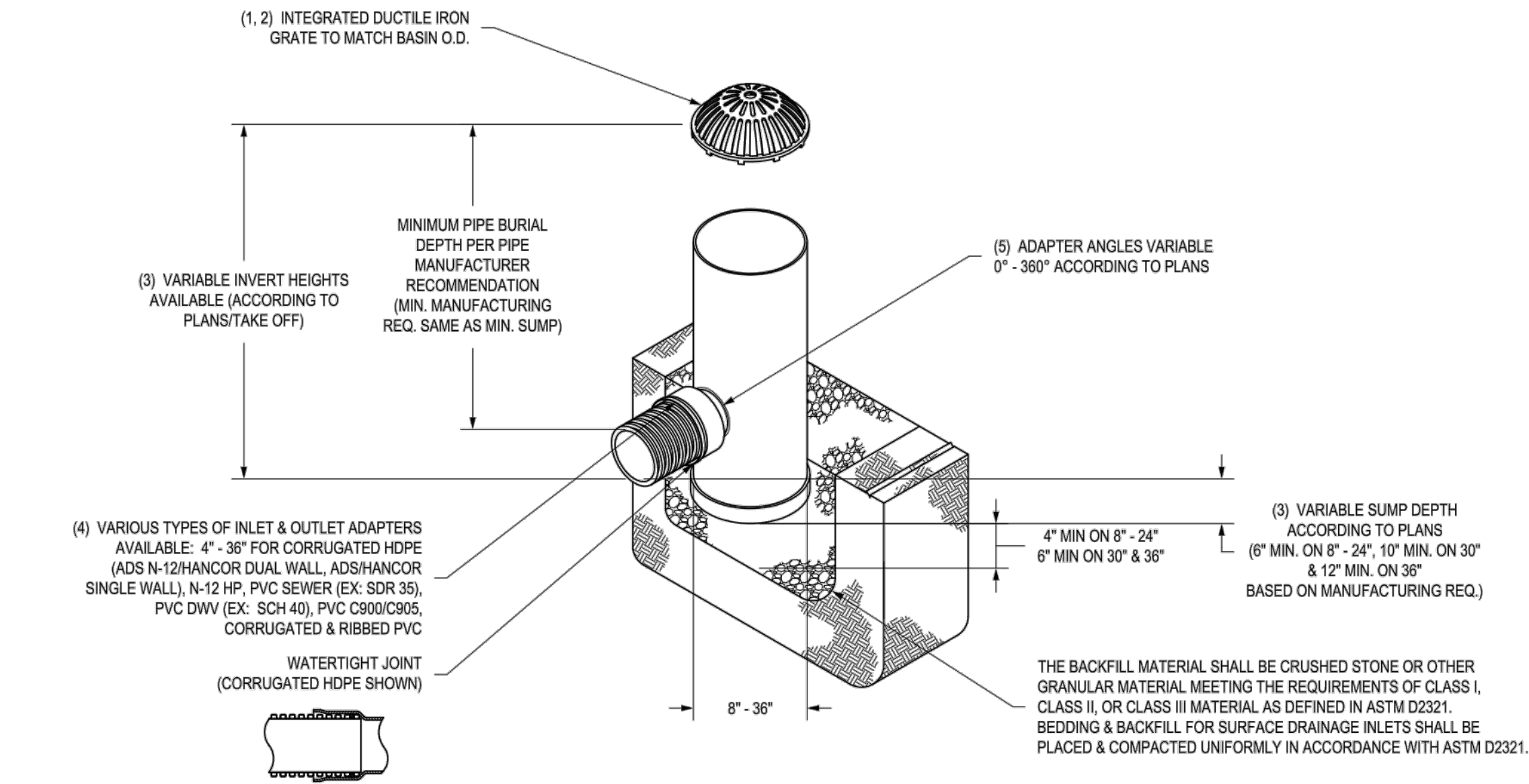
CITY OF MONTGOMERY CITY ENGINEER SIGNATURE VALID FOR ONE (1) YEAR

DATE

SANITARY SEWER DETAILS

SHEET 15 OF 20

NYLOPLAST DRAIN BASIN WITH DOME GRATE



- 1 - 8" - 30" DOME GRATES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-50.
- 2 - 8" & 10" DOME GRATES FIT ONTO THE DRAIN BASINS WITH THE USE OF A PVC BODY TOP. SEE DRAWING NO. 7001-110-045.
- 3 - DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS. RISERS ARE NEEDED FOR BASINS OVER 84" DUE TO SHIPPING RESTRICTIONS. SEE DRAWING NO. 7001-110-055.
- 4 - DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS N-12/HANCOR DUAL WALL), N-12 HP, & PVC SEWER (4" - 36").
- 5 - ADAPTERS CAN BE MOUNTED ON ANY ANGLE 0° TO 360°, TO DETERMINE MINIMUM ANGLE BETWEEN ADAPTERS SEE DRAWING NO. 7001-110-012.
- 6 - 8" - 30" DOME GRATES HAVE NO LOAD RATING.

THIS PRINT DISCLOSES SUBJECT MATTER IN WHICH NYLOPLAST HAS PROPRIETARY RIGHTS. THE RECEIPT OR POSSESSION OF THIS PRINT DOES NOT CONFER, TRANSFER, OR LICENSE THE USE OF THE DESIGN OR TECHNICAL INFORMATION SHOWN HEREIN. REPRODUCTION OF THIS PRINT OR ANY INFORMATION CONTAINED HEREIN, OR MANUFACTURE OF ANY ARTICLE HEREFROM, FOR THE DISCLOSURE TO OTHERS IS FORBIDDEN, EXCEPT BY SPECIFIC WRITTEN PERMISSION FROM NYLOPLAST.

DRAWN BY EBC
DATE 03-25-10
REVIEWED BY NMH
DATE 06-12-18
DWG SIZE A

MATERIAL
PROJECT NO./NAME
SCALE 1:40
SHEET 1 OF 1

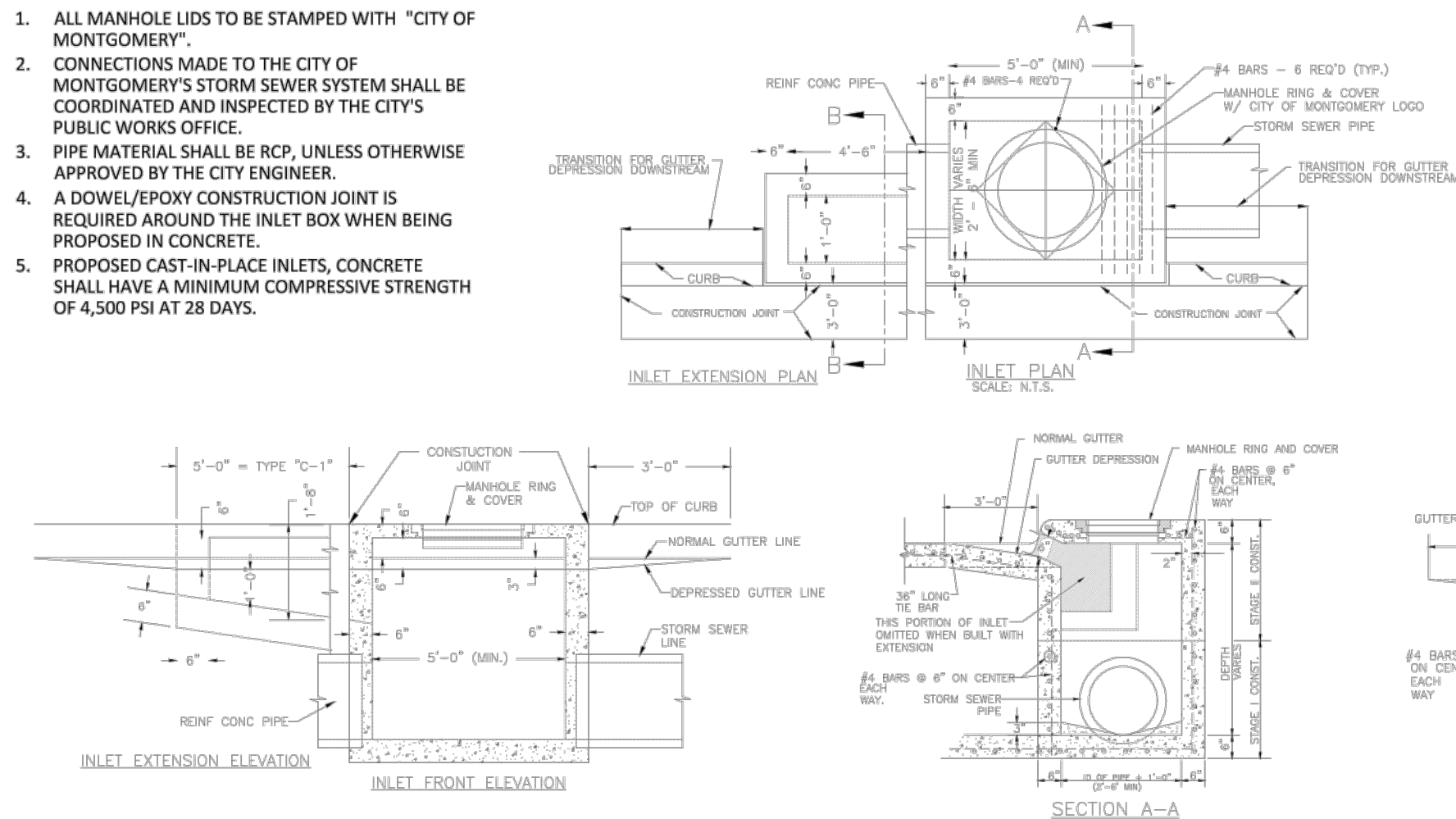


3130 VERONA AVE
BURLINGTON, GA 30518
PHN (770) 932-2443
FAX (770) 932-2490
www.nyloplast-us.com

TITLE DRAIN BASIN WITH DOME GRATE
QUICK SPEC INSTALLATION DETAIL
DWG NO. 7001-110-397
REV E

NOTES:

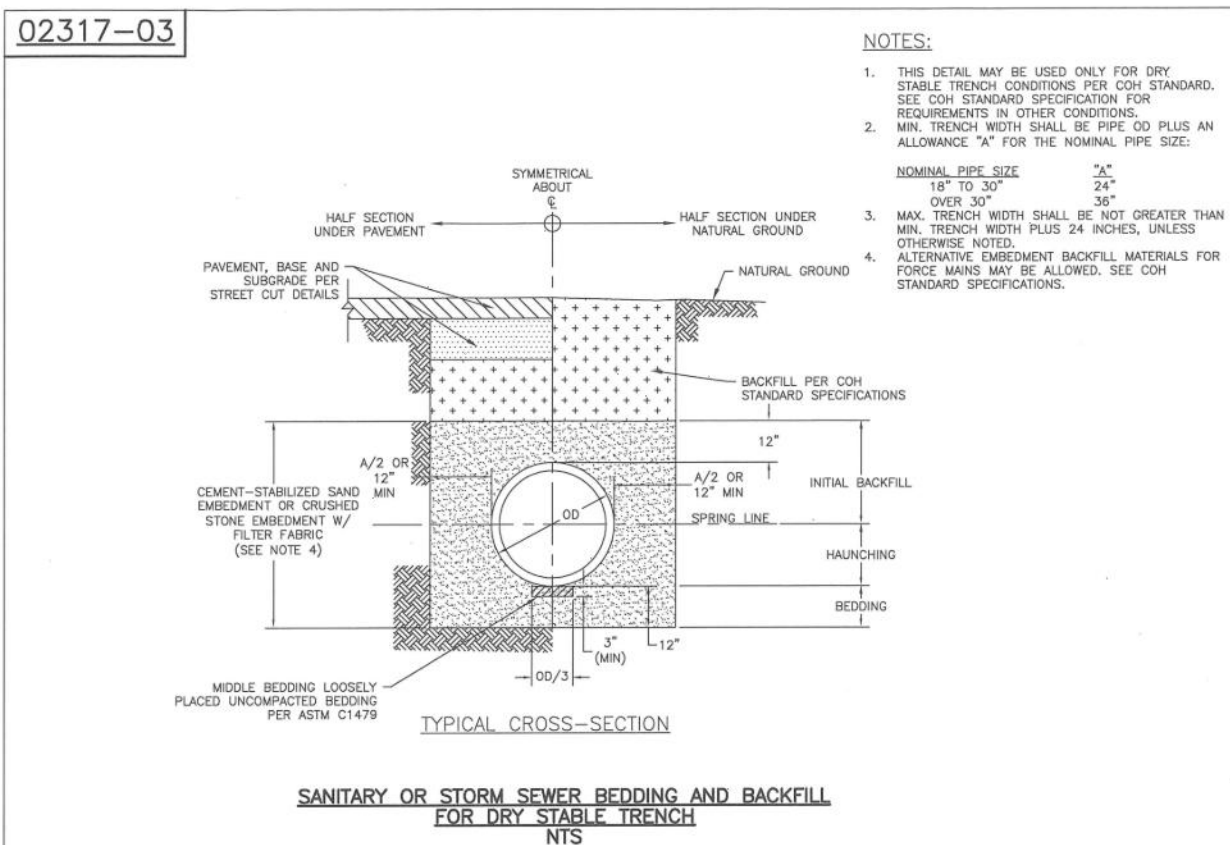
1. ALL MANHOLE LIDS TO BE STAMPED WITH "CITY OF MONTGOMERY".
2. CONNECTIONS MADE TO THE CITY OF MONTGOMERY'S STORM SEWER SYSTEM SHALL BE COORDINATED AND INSPECTED BY THE CITY'S PUBLIC WORKS OFFICE.
3. PIPE MATERIAL SHALL BE RCP, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
4. A DOWEL/EPOXY CONSTRUCTION JOINT IS REQUIRED AROUND THE INLET BOX WHEN BEING PROPOSED IN CONCRETE.
5. PROPOSED CAST-IN-PLACE INLETS, CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,500 PSI AT 28 DAYS.



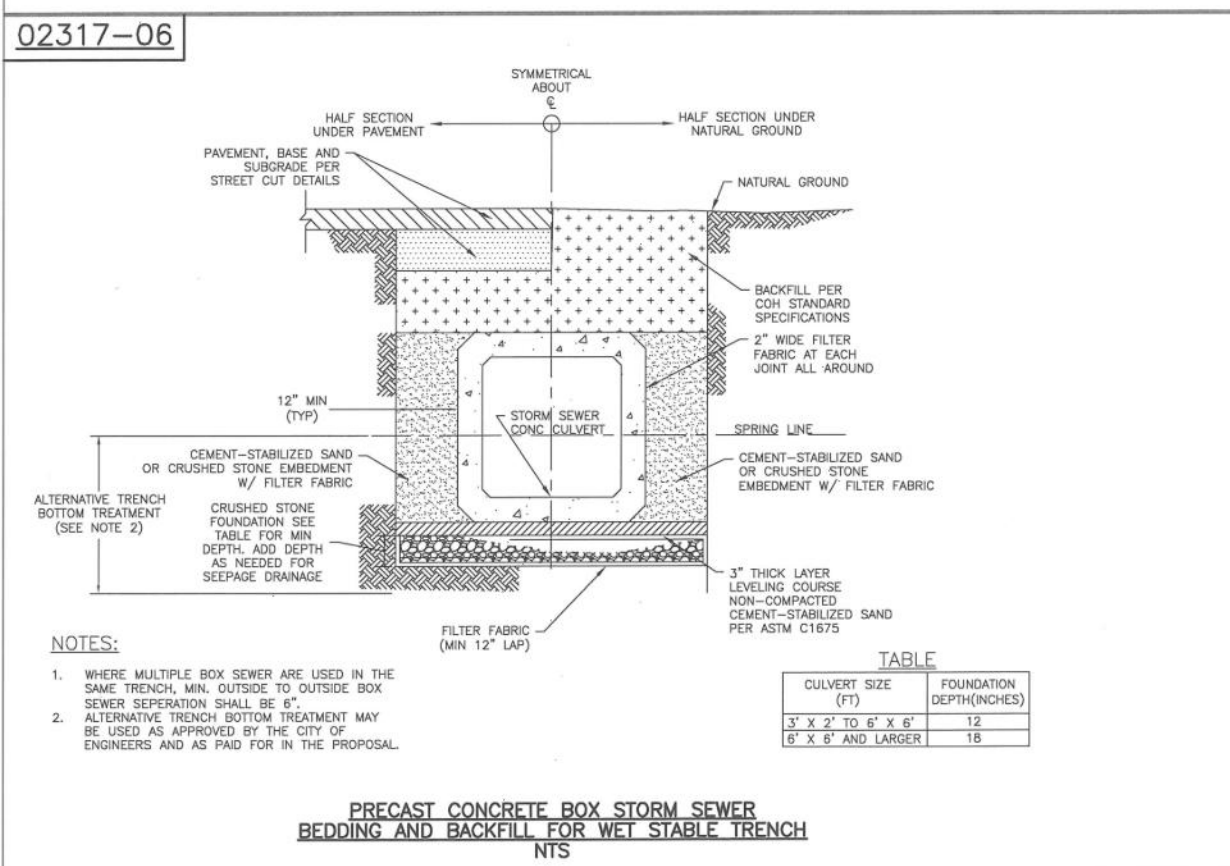
CITY OF MONTGOMERY
TYPE - C-1
STORM SEWER INLET

DRAINAGE
D-1

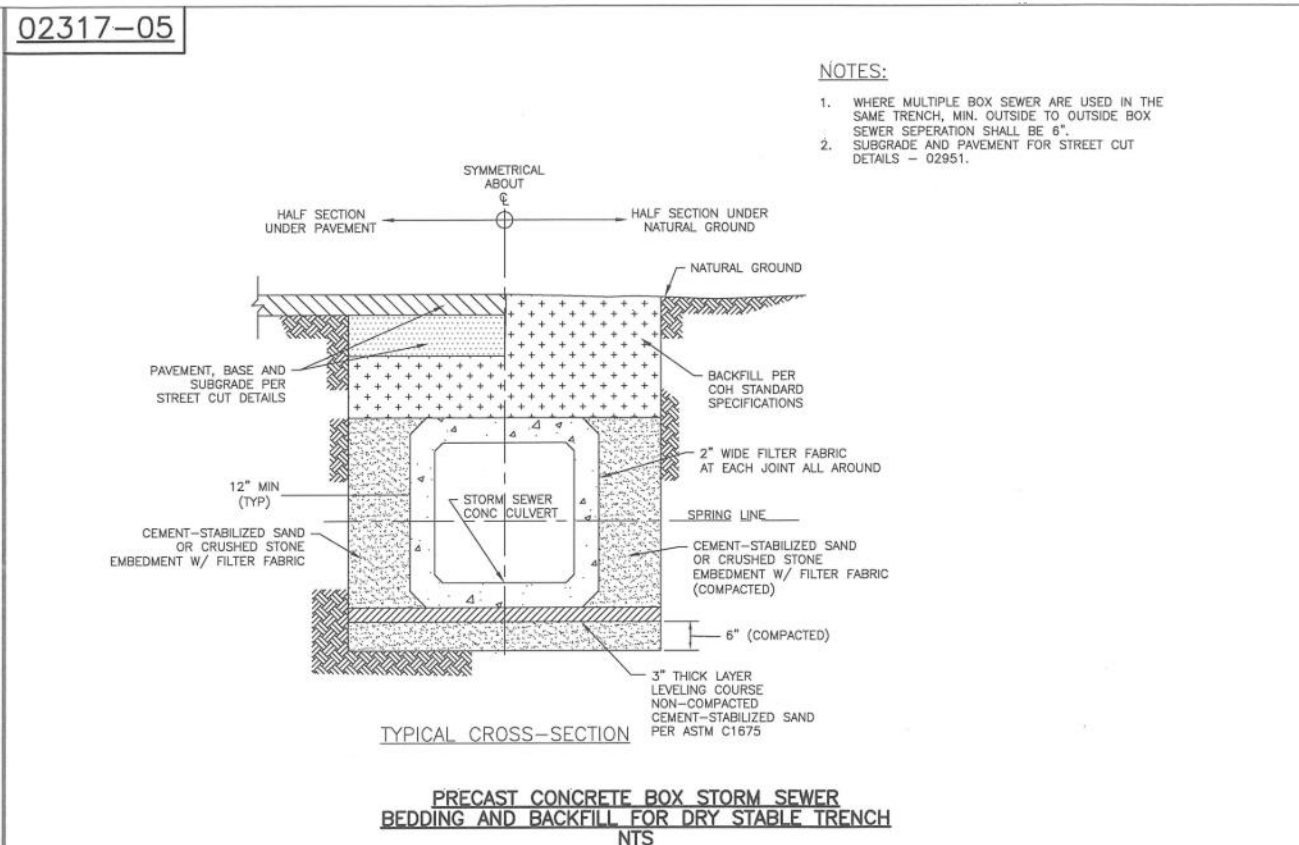
02317-03



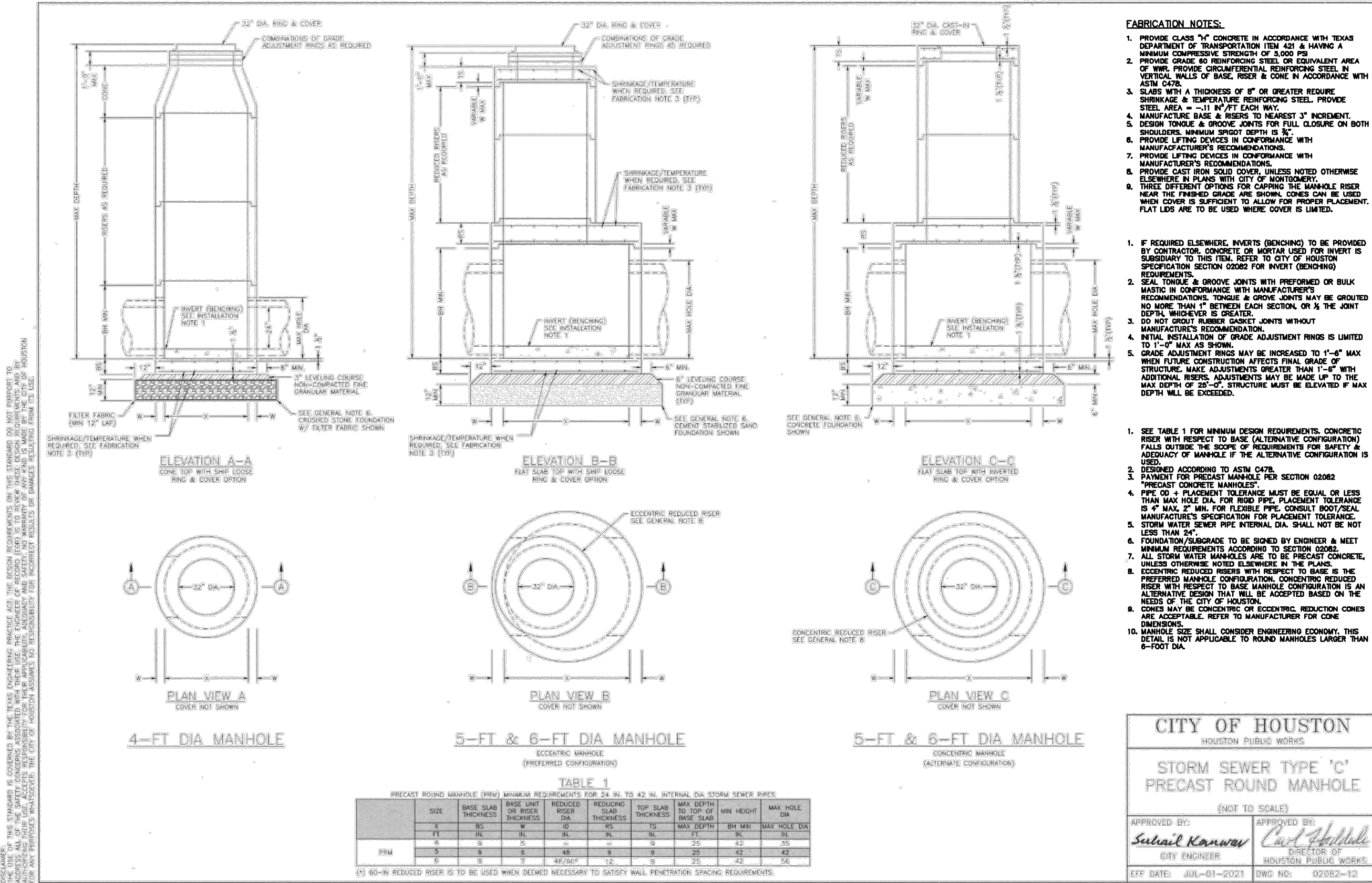
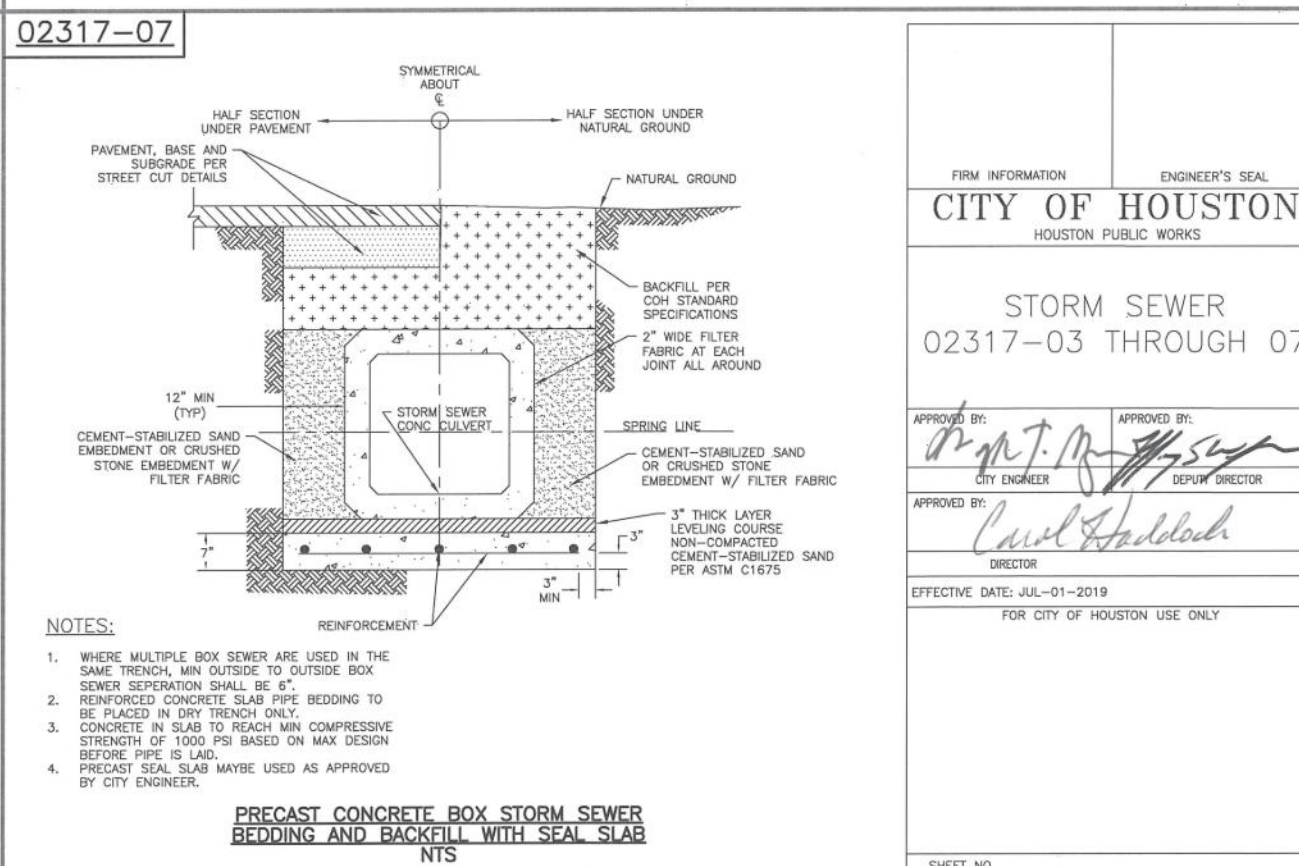
02317-06



02317-05



02317-07



FABRICATION NOTES:

1. PROVIDE CLASS "C" CONCRETE IN ACCORDANCE WITH TEXAS DEPARTMENT OF TRANSPORTATION (TSD 402) & HAVING A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI.
2. PROVIDE GRADE TO REINFORCED STEEL. THE EQUIVALENT AREA OF REINFORCED STEEL SHALL BE MAINTAINED IN THE VERTICAL WALLS OF BASE, RISER & CONE IN ACCORDANCE WITH ASTM A618.
3. SLABS WITH A THICKNESS OF 8\"/>

1. IF REQUIRED ELEVATIONS (BENCHMARK) TO BE PROVIDED BY CONTRACTOR, CONCRETE OR MORTAR USED FOR INVERT (BENCHMARK) IS NECESSARY TO THE TSD, REFER TO CITY OF HOUSTON SPECIFICATION SECTION 03050 FOR INVERT (BENCHMARK) REQUIREMENTS.
2. SEAL TONGUE & GROOVE JOINTS WITH PREFORMED OR BULK MASTIC IN CONFORMANCE WITH MANUFACTURER'S RECOMMENDATIONS. TONGUE & GROOVE JOINTS MAY BE GROUDED NO MORE THAN 1\"/>

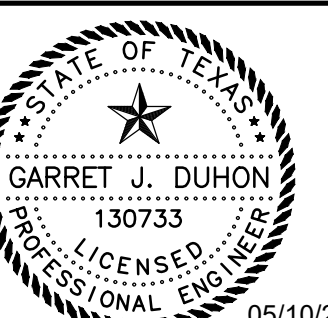
1. SEE TABLE 1 FOR MINIMUM DESIGN REQUIREMENTS. CONCRETE RISER WITH RESPECT TO GRADE (ALTERNATIVE CONFIGURATION) FALLS OUTSIDE THE SCOPE OF REQUIREMENTS FOR SAFETY & STABILITY OF THE MANHOLE. IF AN ALTERNATIVE CONFIGURATION IS USED.
2. FORMED ACCORDING TO ASTM C478.
3. PRECAST CONCRETE MANHOLES.
4. PER GO & PLACEMENT TOLERANCE MUST BE EQUAL OR LESS THAN MAX. HOLE DIA. FOR RISE PRE-PLACEMENT TOLERANCE.
5. EXISTING REDUCED RISER WITH REDUCED RISE SHALL BE THE MANHOLE. CONCRETE MANHOLES SHALL BE CONSTRUCTED PER MANUFACTURER'S SPECIFICATION FOR PLACEMENT TOLERANCE.
6. STORM WATER RISER PIPE INTERNAL DIA. SHALL NOT BE LESS THAN 24\"/>

1. CONCRETE MANHOLES SHALL BE CONSTRUCTED PER MANUFACTURER'S SPECIFICATION FOR PLACEMENT TOLERANCE.
2. DETAIL IS NOT APPLICABLE TO ROUND MANHOLES LARGER THAN 6'-00\"/>

CITY OF HOUSTON
HOUSTON PUBLIC WORKS
**STORM SEWER TYPE 'C'
PRECAST ROUND MANHOLE**
(NOT TO SCALE)
APPROVED BY: *Suhail Kanwar*
CITY ENGINEER
EFF. DATE: JUL-01-2021 DWG NO.: 02317-03

REV	DATE	REVISION	APP.
Δ	6/18/25	NEW CITY SIGNATURE BLOCK	AG

GARRET J. DUHON
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200



Garret J. Duhon

TBPE NO. F-22671

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK

Chris Rognan

5-29-24

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

DATE

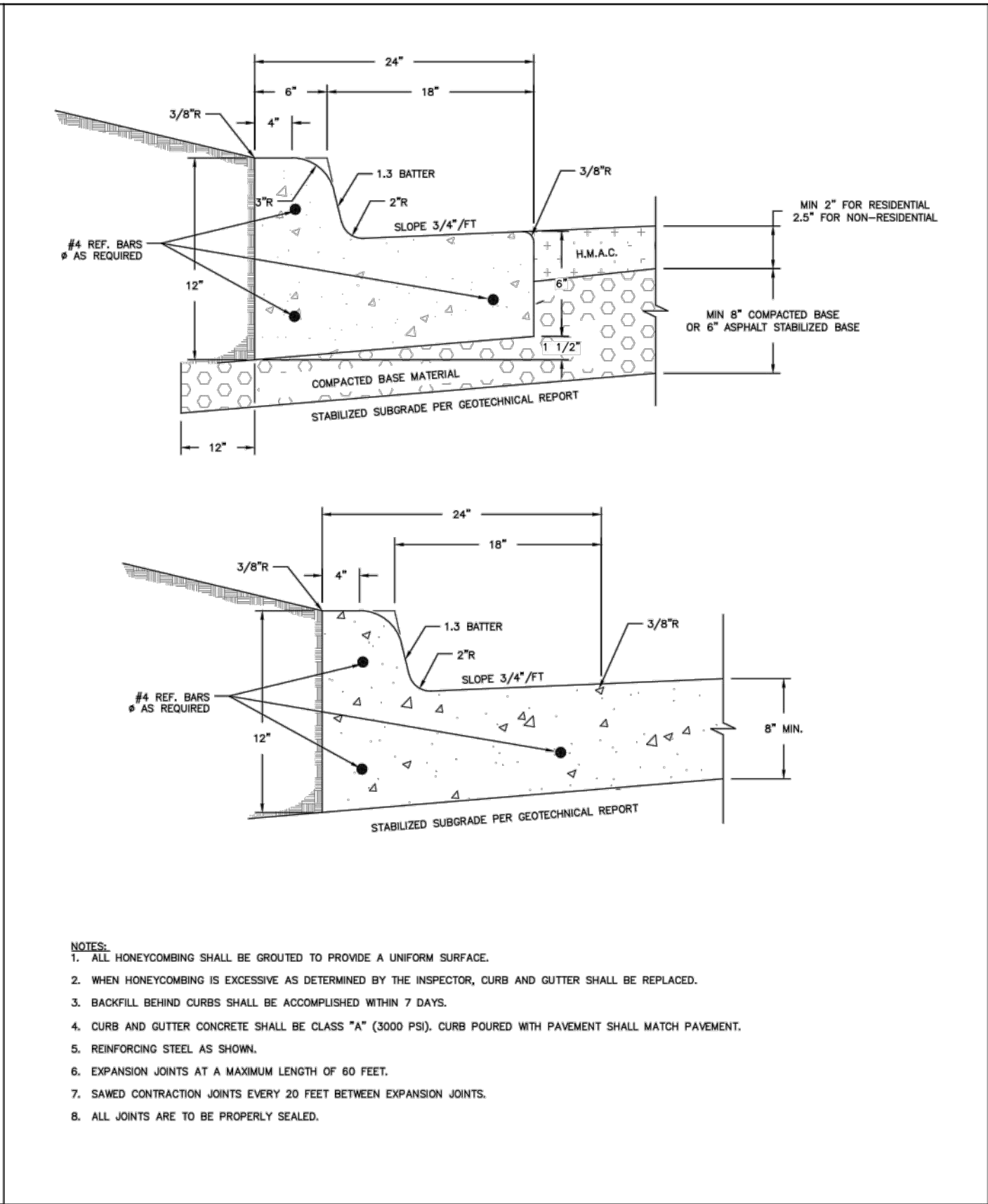
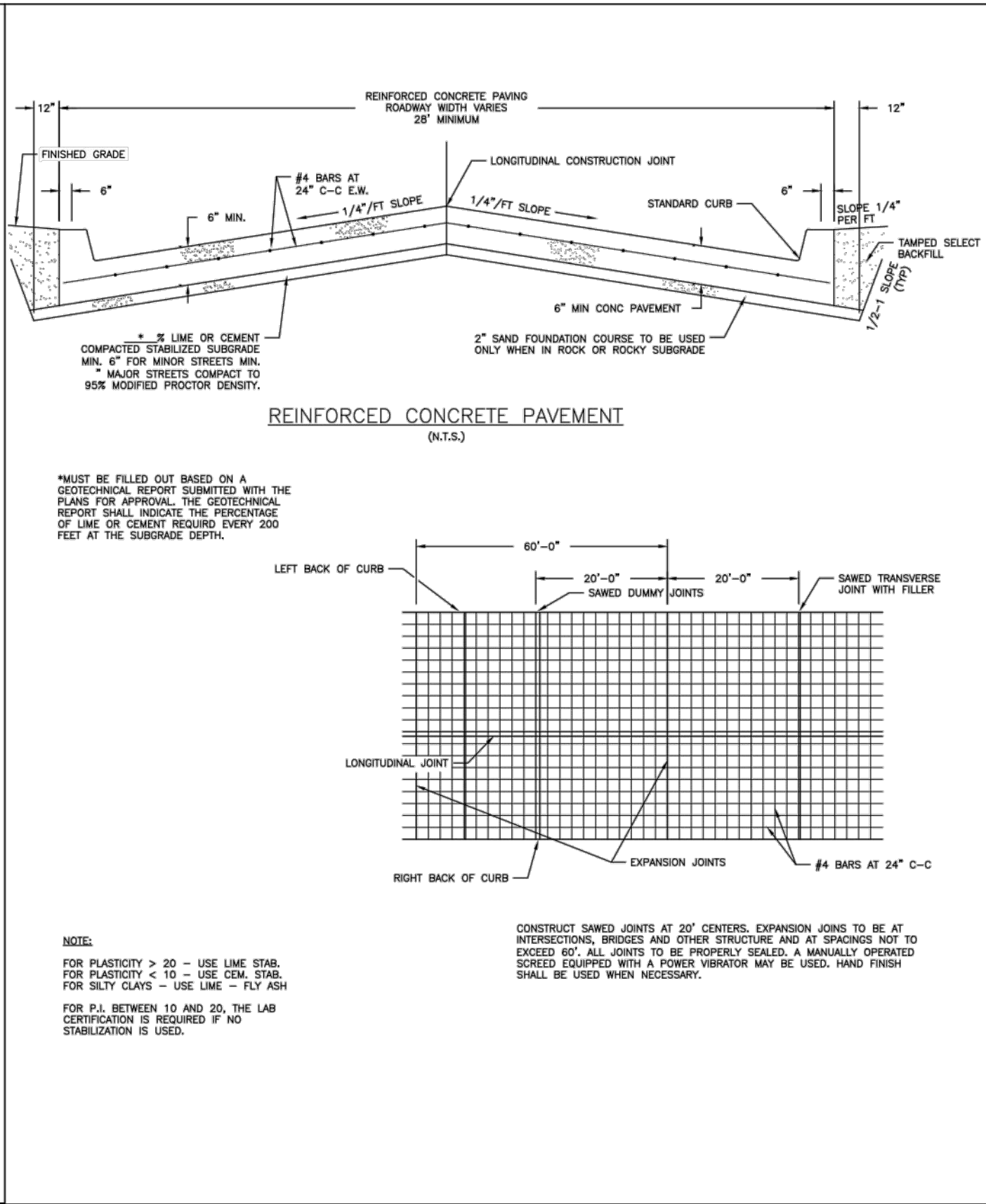
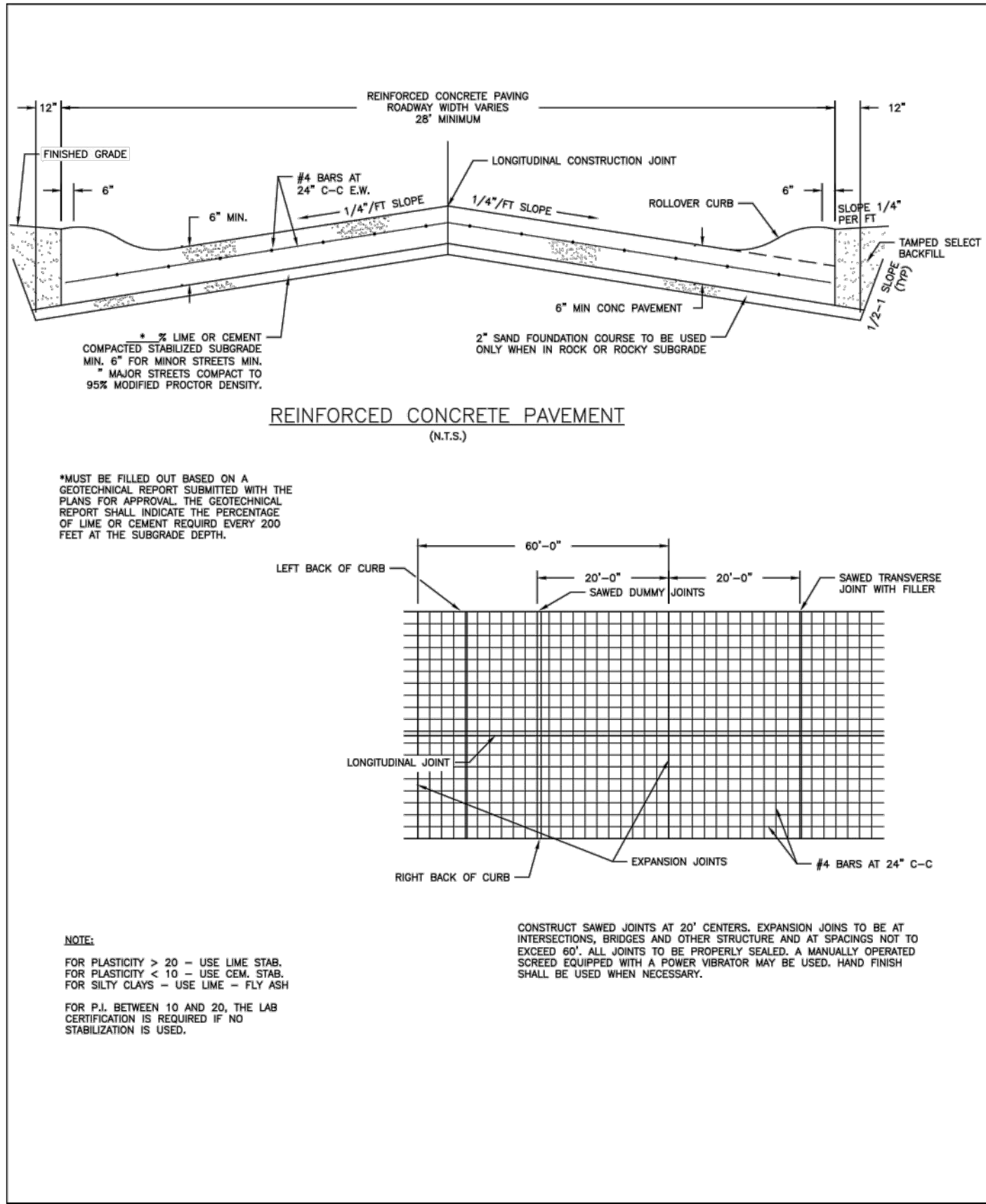
STORM SEWER
DETAILS

SHEET 16 OF 20

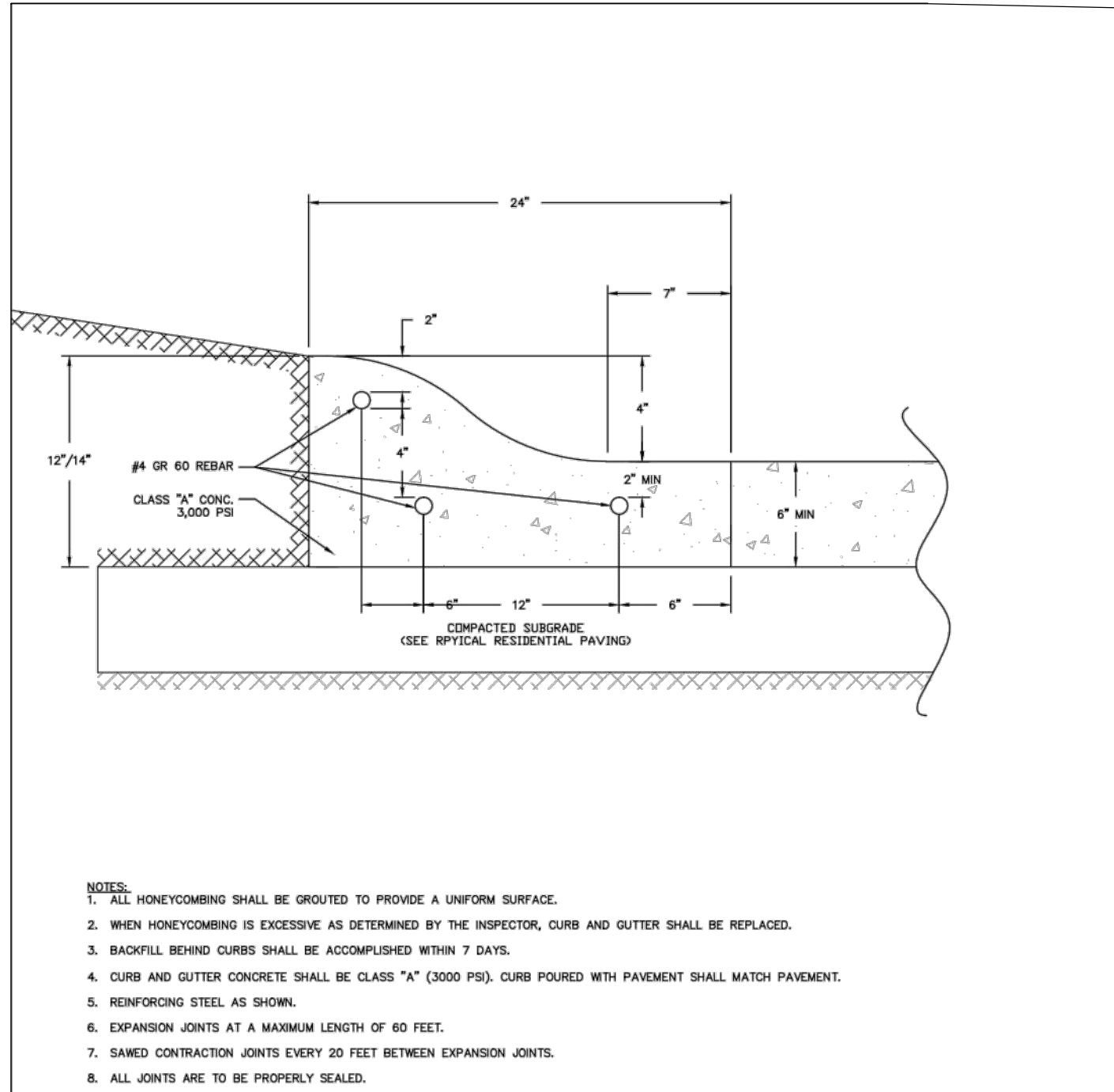
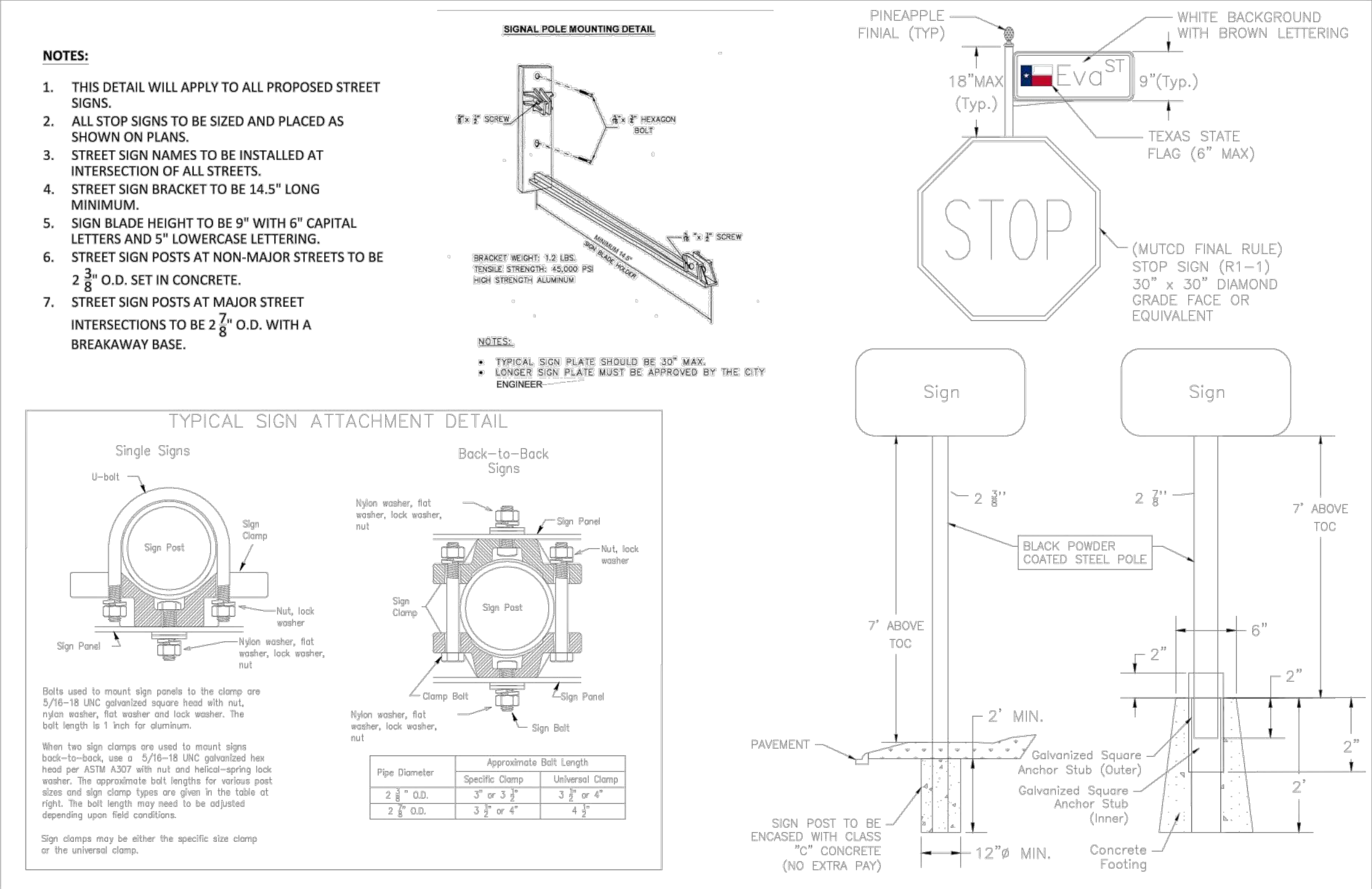
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REVISION - PLAN REAPPROVAL

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

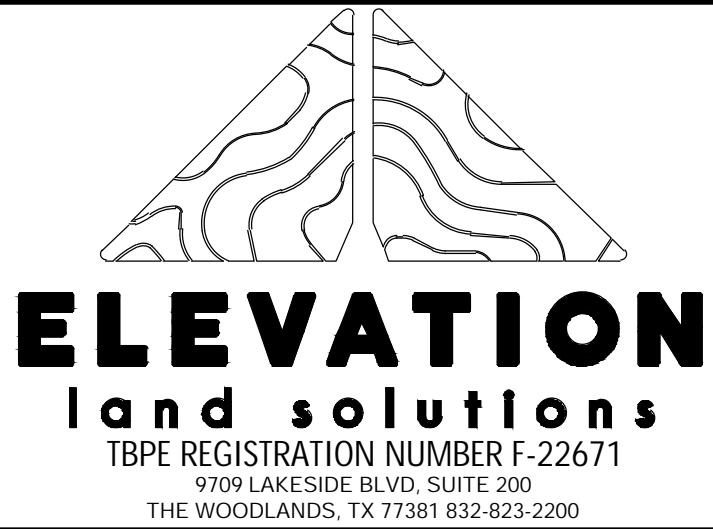
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REVISIONS	REVISIONS	REVISIONS	REVISIONS	REVISIONS	REVISIONS	REVISIONS
10-2013	10-2013	10-2013	10-2013	10-2013	10-2013	10-2013
REVISED NOTES	REVISED NOTES	REVISED NOTES	REVISED NOTES	REVISED NOTES	REVISED NOTES	REVISED NOTES
CITY OF MONTGOMERY TYPICAL RESIDENTIAL CONCRETE PAVING WITH ROLLOVER CURB	CITY OF MONTGOMERY TYPICAL NON-RESIDENTIAL CONCRETE PAVING WITH STANDARD CURB	CITY OF MONTGOMERY TYPICAL NON-RESIDENTIAL CONCRETE PAVING WITH STANDARD CURB	CITY OF MONTGOMERY TYPICAL NON-RESIDENTIAL CONCRETE PAVING WITH STANDARD CURB	CITY OF MONTGOMERY TYPICAL NON-RESIDENTIAL CONCRETE PAVING WITH STANDARD CURB	CITY OF MONTGOMERY TYPICAL NON-RESIDENTIAL CONCRETE PAVING WITH STANDARD CURB	CITY OF MONTGOMERY TYPICAL NON-RESIDENTIAL CONCRETE PAVING WITH STANDARD CURB
PAVING	PAVING	PAVING	PAVING	PAVING	PAVING	PAVING
P-2	P-3	P-3	P-3	P-3	P-3	P-3



REVISIONS	REVISIONS	REVISIONS	REVISIONS	REVISIONS	REVISIONS	REVISIONS
10-2013	10-2013	10-2013	10-2013	10-2013	10-2013	10-2013
REVISED NOTES	REVISED NOTES	REVISED NOTES	REVISED NOTES	REVISED NOTES	REVISED NOTES	REVISED NOTES
CITY OF MONTGOMERY TYPICAL NON-RESIDENTIAL CONCRETE PAVING WITH STANDARD CURB	CITY OF MONTGOMERY TYPICAL NON-RESIDENTIAL CONCRETE PAVING WITH STANDARD CURB	CITY OF MONTGOMERY TYPICAL NON-RESIDENTIAL CONCRETE PAVING WITH STANDARD CURB	CITY OF MONTGOMERY TYPICAL NON-RESIDENTIAL CONCRETE PAVING WITH STANDARD CURB	CITY OF MONTGOMERY TYPICAL NON-RESIDENTIAL CONCRETE PAVING WITH STANDARD CURB	CITY OF MONTGOMERY TYPICAL NON-RESIDENTIAL CONCRETE PAVING WITH STANDARD CURB	CITY OF MONTGOMERY TYPICAL NON-RESIDENTIAL CONCRETE PAVING WITH STANDARD CURB
PAVING	PAVING	PAVING	PAVING	PAVING	PAVING	PAVING
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CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK
REVISION - PLAN REAPPROVAL

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

DATE

REV	DATE	REVISION	APP.
Δ	6/18/25	NEW CITY SIGNATURE BLOCK	AG

GARRET J. DUHON
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200

Garret J. Duhon
TBPE NO. F-22671

STATE OF TEXAS
PROFESSIONAL ENGINEER
130733
05/10/2024

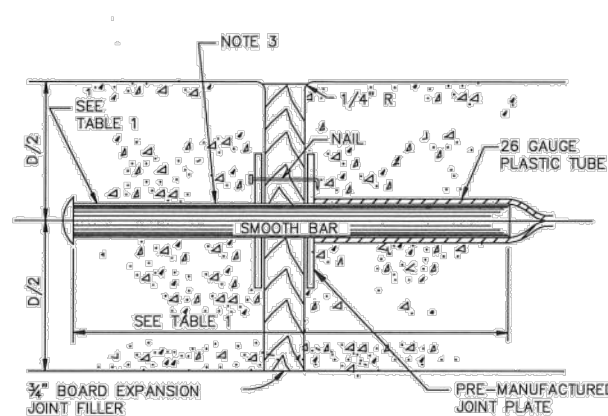
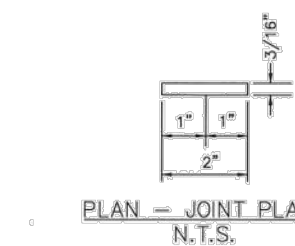
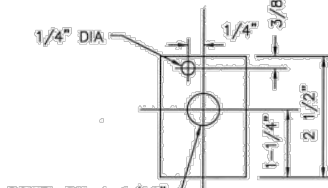
CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK

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

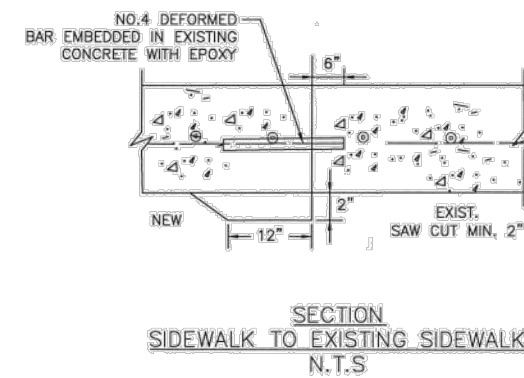
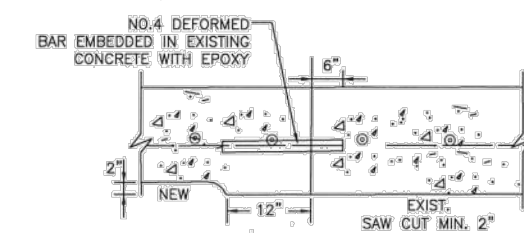
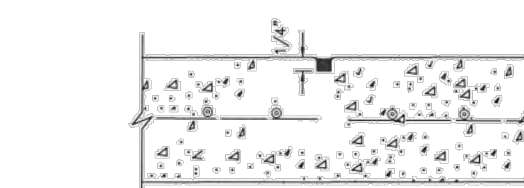
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PAVING DETAILS
(1 OF 2)

SHEET 17 OF 20

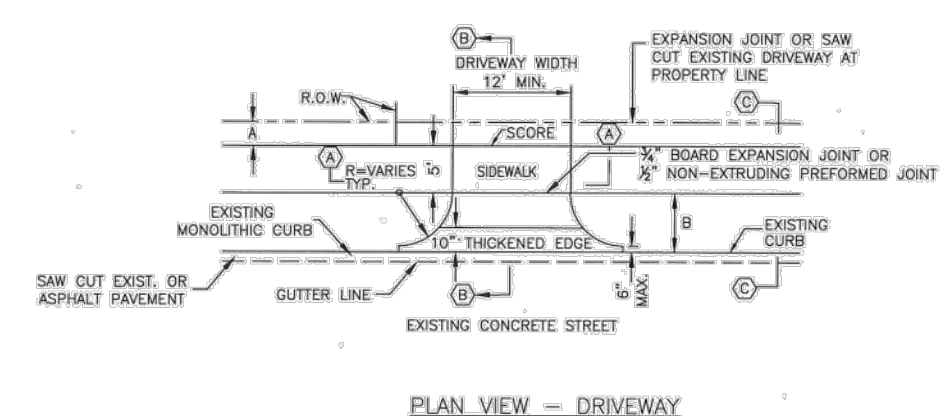
SECTION
SIDEWALK EXPANSION JOINT
N.T.S.PLAN - JOINT PLATE
N.T.S.ELEVATION - JOINT PLATE
N.T.S.

- NOTES:
1. STEEL TO MEET ASTM STANDARD SPECIFICATIONS FOR CONCRETE REINFORCING BARS. UNITS TO BE SPACED ON 12" CENTERS.
 2. EXPANSION JOINT TO BE PLACED AT THE END OF EACH CURB RADIUS AND SPACED AT A MAXIMUM DISTANCE OF 3 FEET MAXIMUM SPACING FOR CONTROL JOINTS SHALL BE 5 FEET.
 3. CENTER DOWEL HORIZONTALLY ON JOINT.
 4. CENTER DOWEL VERTICALLY IN CONCRETE AS NEEDED TO MAINTAIN A 2 INCH MINIMUM COVER.

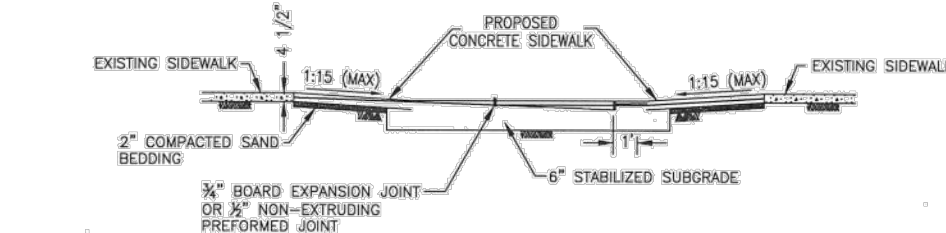
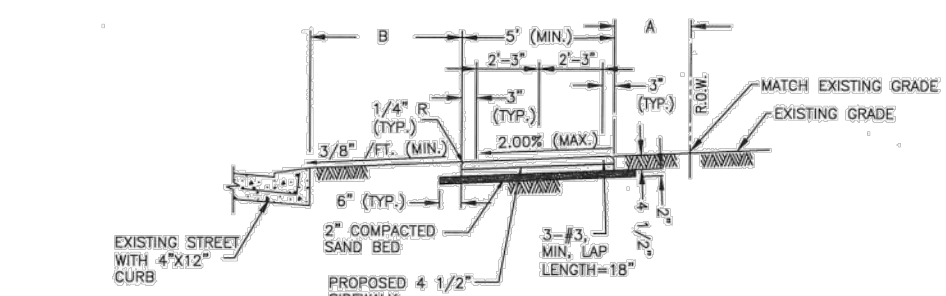
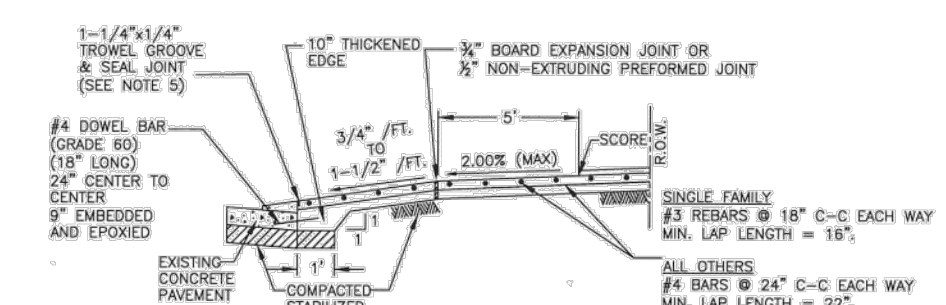
SIDEWALK EXPANSION AND CONSTRUCTION JOINT DETAILS
NTSSECTION
SIDEWALK TO EXISTING SIDEWALK
N.T.S.SECTION
SIDEWALK TO EXISTING DRIVEWAY
N.T.S.SECTION
CONTROL JOINT
N.T.S.

PAVEMENT THICKNESS (IN)	DOWEL SIZES AND SPACINGS			
	DIAMETER (IN)	LENGTH (IN)	SPACING (IN)	
4 1/2	1/2	18	12	
5	1/2	18	12	
6	3/4	18	12	
7	1	18	12	

TABLE 1



PLAN VIEW - DRIVEWAY

SECTION A
PROPOSED SIDEWALK THROUGH DRIVEWAY
WITH EXCESSIVE GRADES
N.T.S.SECTION B
TYPICAL SIDEWALKS SECTION
N.T.S.SECTION C
TYPICAL DRIVEWAY SECTION
N.T.S.DRIVEWAY / LOCAL RESIDENTIAL STREETS
NTS

NOTES:

1. IF AVAILABLE ROW IS NOT SUFFICIENT TO ACCOMMODATE SIDEWALK WITH (SW) ACCORDING TO LDM REQUIREMENT, ENGINEER SHALL OBTAIN A VARIANCE FROM THE CITY ENGINEER.
2. DRIVEWAYS SHALL BE 6" THICK FOR SINGLE FAMILY.
3. DRIVEWAYS AND SIDEWALKS SHALL BE CONSTRUCTED WITH PORTLAND CEMENT CONCRETE AND INCLUDE 5 1/2 SACKS OF CEMENT PER CUBIC YARD OF CONCRETE.
4. THE OUTER DOWEL BARS ARE TO BE LOCATED 12" FROM END OF PROPOSED EDGE OF DRIVEWAY RETURN. EXTEND DOWEL 3" INCHES INTO PROPOSED DRIVEWAY AND BEND REMAINING BAR TO EXTEND TO RADIAL RETURN BOTH SIDES.
5. TROWEL GROOVE SEALANT SHALL BE LOW MODULUS SILICONE OR POLYURETHANE SEALANT.
6. EXPANSION & CONSTRUCTION JOINTS ALONG SIDEWALK SHALL BE ACCORDING TO DRAWING No. 02752-02.
7. REFER CHAPTER 17 DESIGN REQUIREMENTS FOR A AND B.
8. CEMENT STABILIZED SAND 1.5 SACKS OF CEMENT PER TON OF DRY SAND.
9. ALL RAMP AND SIDEWALKS/WALKWAYS SHALL BE CONSTRUCTED IN ACCORDANCE WITH AGENCY STANDARD DETAILS, TEXAS ACCESSIBILITY STANDARDS (TAS) AND AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS. IF THERE IS A CONFLICT IN THE REQUIREMENTS, THE STRICTEST REQUIREMENTS SHALL GOVERN.
10. CURB RAMP THAT ARE STEEPER THAN A 1:15 MAX SLOPE WILL NOT BE ACCEPTED BY THE CITY OF HOUSTON.

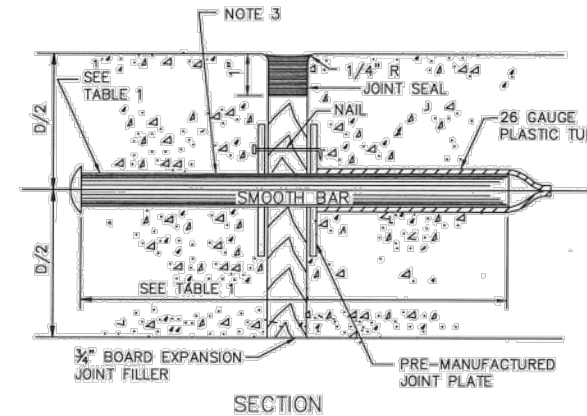
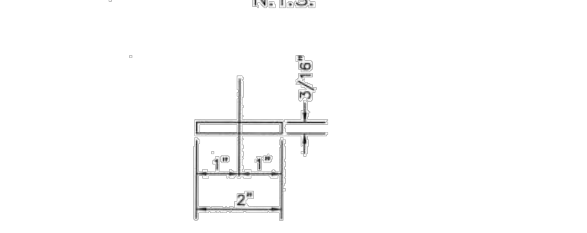
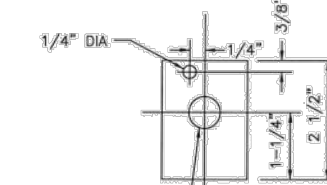
CITY OF HOUSTON
HOUSTON PUBLIC WORKSSTREET PAVING AND SIDEWALK
02752-02 THROUGH 02754-01AAPPROVED BY: *[Signature]* CITY ENGINEERAPPROVED BY: *[Signature]* DEPUTY DIRECTOR

DIRECTOR OF HOUSTON PUBLIC WORKS

EFFECTIVE DATE: JUL-01-2020

FOR CITY OF HOUSTON USE ONLY

SHEET NO.

SECTION
DOWEL TYPE EXPANSION JOINT
N.T.S.PLAN - JOINT PLATE
N.T.S.ELEVATION - JOINT PLATE
N.T.S.

NOTES:

1. STEEL TO MEET ASTM STANDARD SPECIFICATIONS FOR CONCRETE REINFORCING BARS. UNITS TO BE SPACED ON 12" CENTERS.
2. EXPANSION JOINT TO BE PLACED AT THE END OF EACH CURB RADIUS.
3. CENTER DOWEL HORIZONTALLY ON JOINT.
4. CENTER DOWEL VERTICALLY IN CONCRETE BASE. EXTEND THICKENED CONCRETE AS NEEDED TO MAINTAIN 3" MIN COVER.
5. CITY OF HOUSTON APPROVED PRODUCTS MAY BE USED AS JOINT PLATE ALTERNATIVE.

TABLE 1

PAVEMENT THICKNESS (IN)	DOWEL SIZES AND SPACINGS			
	DIAMETER (IN)	LENGTH (IN)	SPACING (IN)	
6	3/4	18	12	
7	1	18	12	
8	1	18	12	
9	1 1/4	18	12	
10	1 1/4	18	12	
11	1 1/4	18	12	
12	1 1/4	18	12	

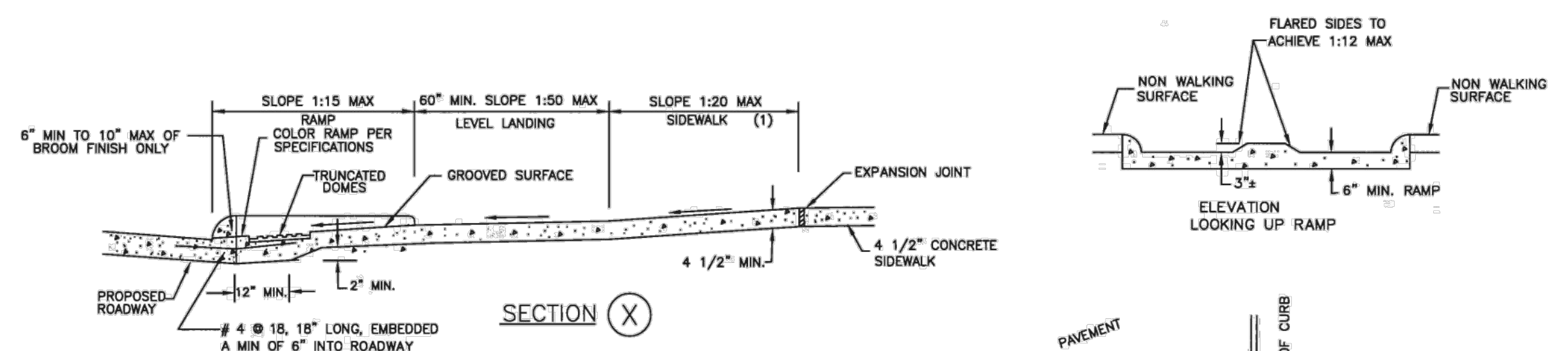
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NTSCITY OF HOUSTON
HOUSTON PUBLIC WORKSSTREET PAVING AND SIDEWALK
02751-01 THROUGH 02752-01APPROVED BY: *[Signature]* CITY ENGINEERAPPROVED BY: *[Signature]* DEPUTY DIRECTOR

DIRECTOR OF HOUSTON PUBLIC WORKS

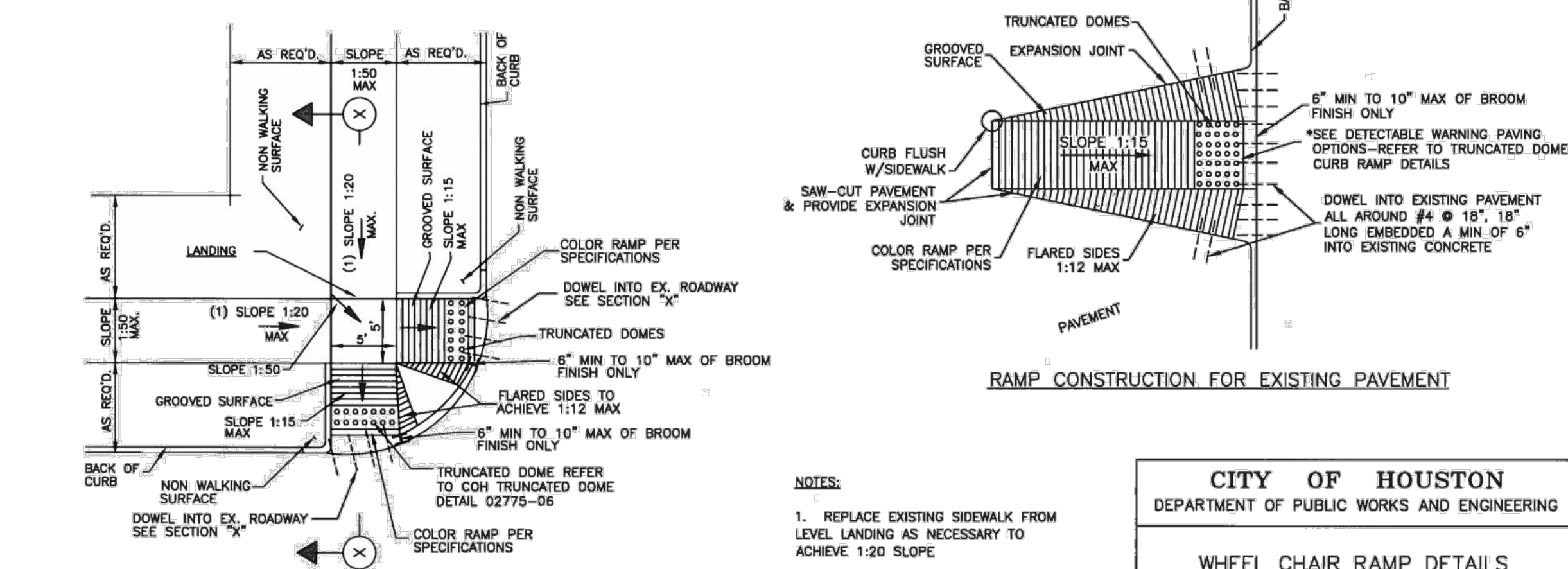
EFFECTIVE DATE: JUL-01-2020

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SHEET NO.



SECTION X



RAMP CONSTRUCTION FOR EXISTING PAVEMENT

NOTES:

1. REPLACE EXISTING SIDEWALK FROM LEVEL LANDING AS NECESSARY TO ACHIEVE 1:20 SLOPE
2. SLOPES GREATER THAN 1:20 BUT LESS THAN 1:15 (MAX) REQUIRE GROOVES AND COLORING
3. BROOM FINISH IS MEASURED FROM FACE OF CURB.

STREETS WITH NON-WALKING
SURFACE BEHIND CURB
N.T.S.CITY OF HOUSTON
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

WHEEL CHAIR RAMP DETAILS

APPROVED BY: *[Signature]* CITY ENGINEER

DIRECTOR OF PUBLIC WORKS AND ENGINEERING

EFF DATE: JULY-01-2012

DWG NO: 02775-02



REV	DATE	REVISION	APP.
Δ	6/18/25	NEW CITY SIGNATURE BLOCK	AG

GARRET J. DUHON
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200

[Signature]
Garret J. Duhon
130733
LICENSED PROFESSIONAL ENGINEER
05/10/2024

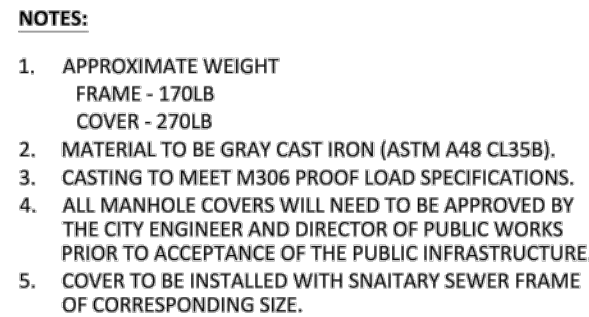
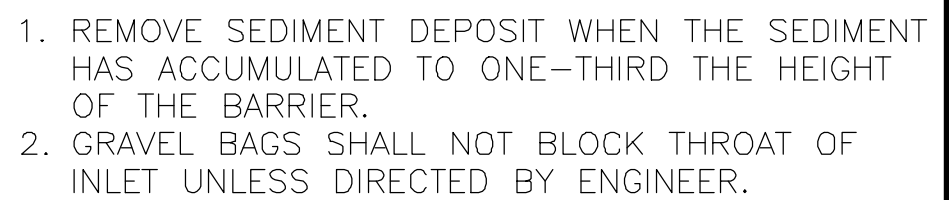
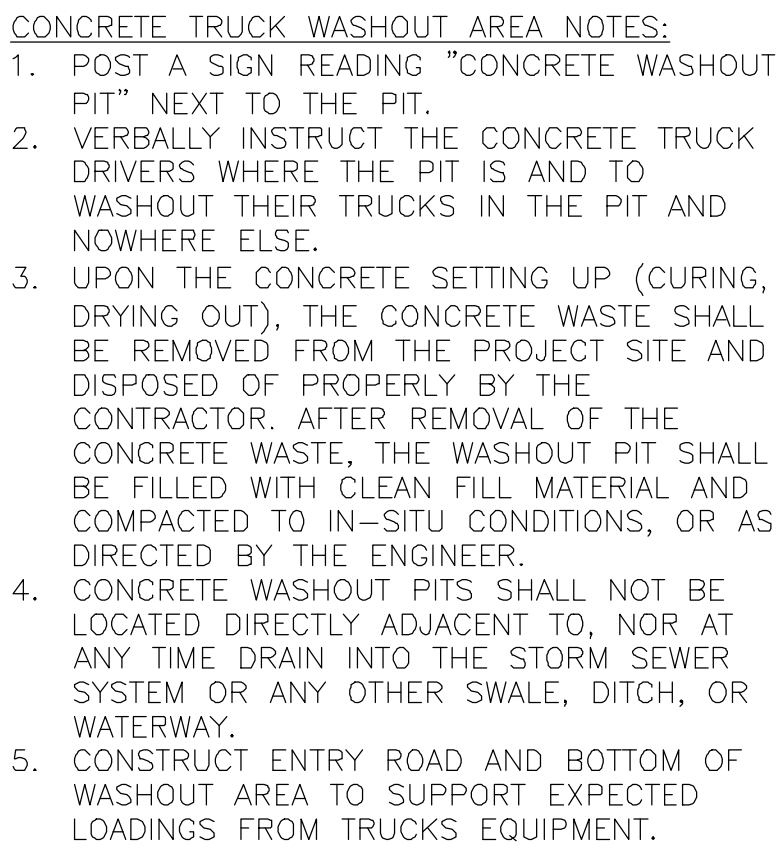
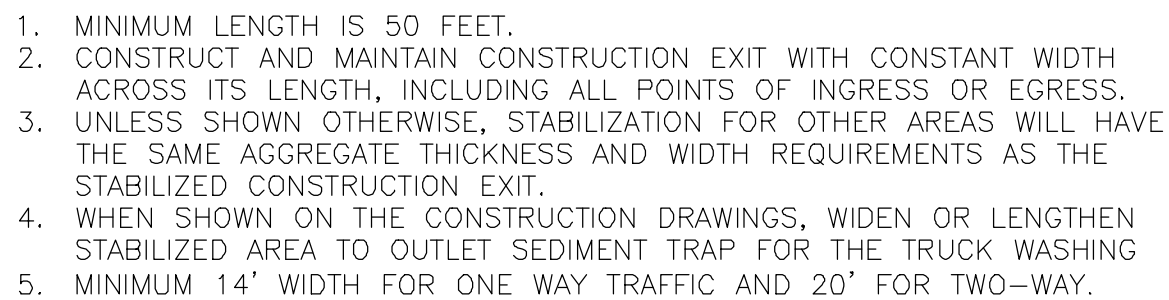
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[Signature] 5-29-24CITY OF MONTGOMERY CITY ENGINEER
SIGNATURE VALID FOR ONE (1) YEARPAVING DETAILS
(2 OF 2)

SHEET 18 OF 20

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REVISION - PLAN REAPPROVALCITY OF MONTGOMERY CITY ENGINEER
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DATE


























ELEVATION LAND SOLUTIONS - MONTGOMERY BEND SEC.3 - PROJECT NO. 610.126.007.00

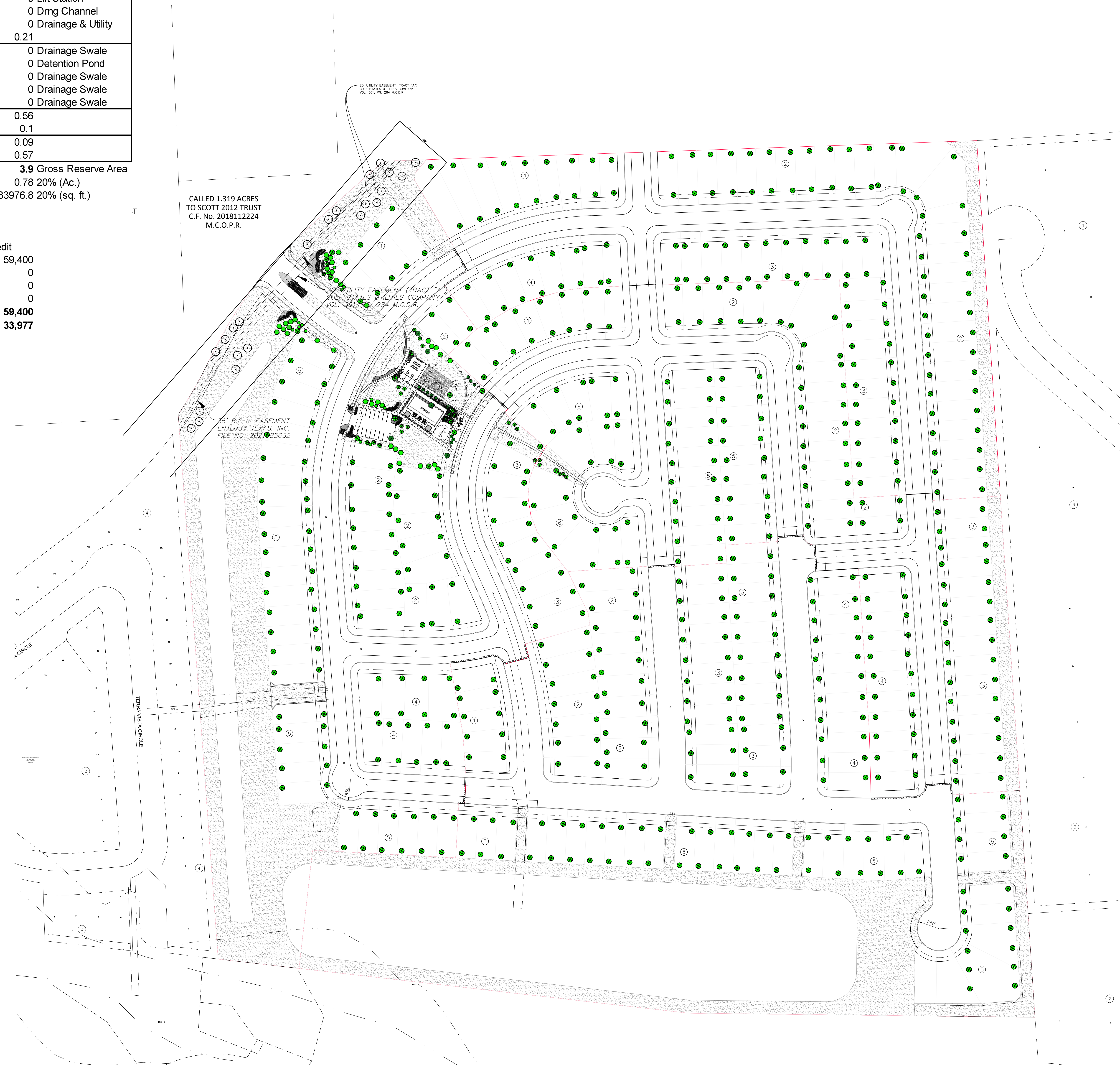
Reserves and Required Tree Canopy			
	Acreage	NQ Acreage	Qualifying Acreage
S1	a	1.04	0.52
	b	1.56	0
	c	0.15	0
	d	0.18	0.04
	e	0.12	0.12
	f	5.02	5.02
	g	0.13	0.13
	h	1.22	1.01
S2	a	0.62	0.62
	b	9.93	9.93
	c	0.07	0.07
	d	0.07	0.07
	e	0.05	0.05
S3	a	0.56	0.56
	b	0.1	0.1
S4	a	0.09	0.09
	b	0.57	0.57

3.9 Gross Reserve Area
0.78 20% (Ac.)
33976.8 20% (sq. ft.)

Tree Canopy Area Credit Calculation				
DBH	# of Ex. Trees	# of Prop Trees	150' Bonus	Canopy Credit
3"< D <8"	23	15	150%	59,400
8"< D <18"	0	0	150%	0
18"< D <24"	0	0	150%	0
D > 24"	0	0	150%	0
Provided Canopy Credit				59,400
Required Canopy				33,977

PLANT SCHEDULE

	NEW GOLD LANTANA		SOUTHERN HAWTHORNE-30 GAL
	DREFT ROSE		MORREYER OAK-45 GAL
	RED TURKS CAP		CHASTE TREE-30 GAL
	ROSEMARY		LIVE OAK-45 GAL
	PONDO GRASS		TEXAS OLIVE-10 GAL
	BLACK-EYED SUSAN		LIVE OAK-100 GAL
	ADAM'S HAIKEN GRASS		LOBLOLLY PINE-30 GAL
	RED YUCCA		LOBLOLLY PINE-45 GAL
	AGAVE		
	SHARPE HAWTHORNE		
	SHAW GRASS		
	BUTTERFLY REB		
	YUCCA PANDORA HOLT		
	BLUE FESCUE GRASS		
	GULF COAST MULH GRASS		
	SWITCH GRASS		



Scale 1"=100'-0"

Montgomery City Council
AGENDA REPORT

Meeting Date: 07/08/2025	Budgeted Amount: NONE
Department: Administration	Prepared By: WGA

Subject

Consideration and Possible Action on the Montgomery Bend Section 4 WSD&P Plans (Dev. No. 2203).

Recommendation

WGA and Staff recommend Council approval of the Montgomery Bend Section 4 WSD&P Plans as presented.

Discussion

The Engineer's memo and supporting documents are attached.

As a reminder, these plans received Council approval at the May 28, 2024, meeting. As the approval is valid for one year, the plans have been resubmitted for reapproval upon expiration due to no progress on construction.

Approved By

City Staff	Ruby Beaven	Date: 07/01/2025
------------	-------------	------------------



July 2, 2025

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

Re: Submission of Water, Sanitary, Drainage, & Paving Plans
Montgomery Bend Section 4 (Dev. No. 2203)
City of Montgomery

Dear Mayor and Council:

We reviewed the water, sanitary sewer, drainage, and paving plans submission for the referenced development on behalf of the City of Montgomery (the "City"). Our review was based on the City's Code of Ordinances, Chapter 78 Section 60 and any other applicable chapters, and the City's Design Manual. Our review was also based upon the approved variances to development regulations included previously made between the Developer and the City.

As a reminder, these plans received Council approval at the May 28, 2024, meeting. As the approval is valid for one year, the plans have been resubmitted for reapproval upon expiration due to no progress on construction. The Developer intends to bid this section at a later date this year. We recommend approval of the plans as submitted.

If you have any questions or comments, please contact me.

Sincerely,

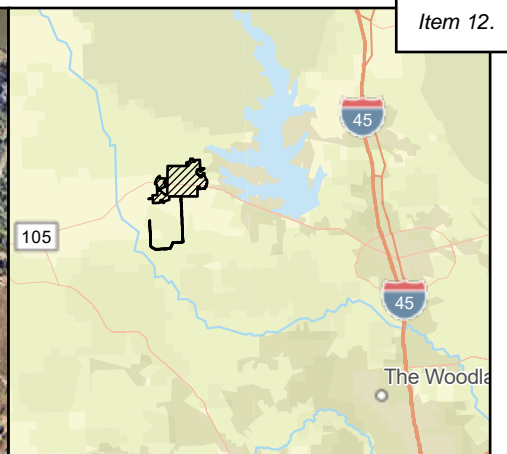
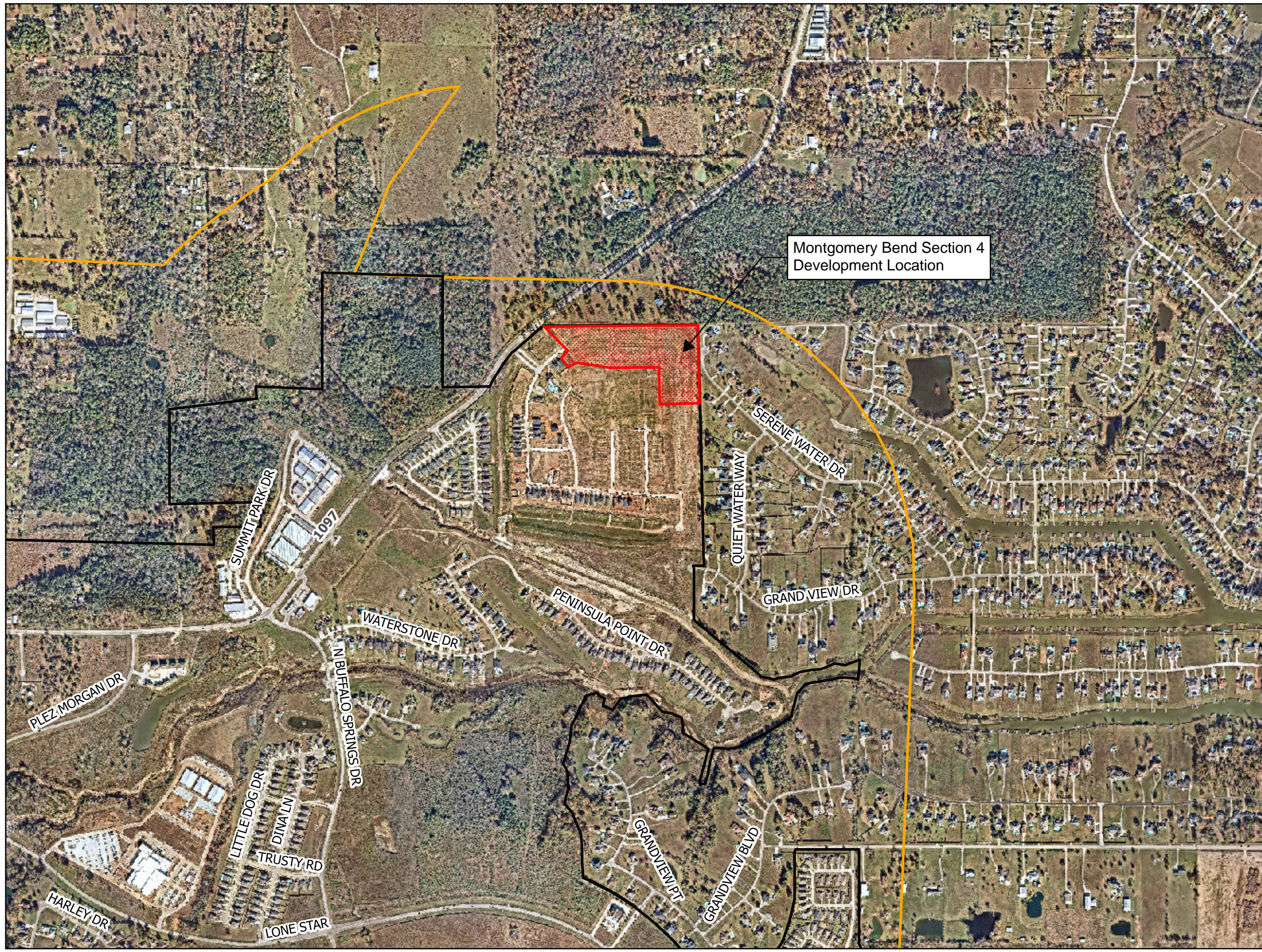
Chris Roznovsky, PE
City Engineer

CVR/zlgt

Z:\00574 (City of Montgomery)\115 Montgomery Bend (Pulte Group)\Correspondence\Letters\2025.07.01 MEMO TO Council RE Mont Bend Sec 4.docx

Enclosures: Montgomery Bend Section 4 WSD&P Plans
Development Location Exhibit

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



Legend

City Limits

Extraterritorial Jurisdictions

Tract Boundaries

Montgomery Bend Section 4 Development Location

Montgomery Bend Section 4 Development Location



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.



p:\610.126.mabry and faulkner trac\008 sec 4\dwg\plan set.dwg 5/2/2024 8:03 AM

DEVELOPER:
PULTE HOMES OF TEXAS
1311 BROADFIELD BLVD, SUITE 100
HOUSTON, TEXAS 77084
(281) 749-8000

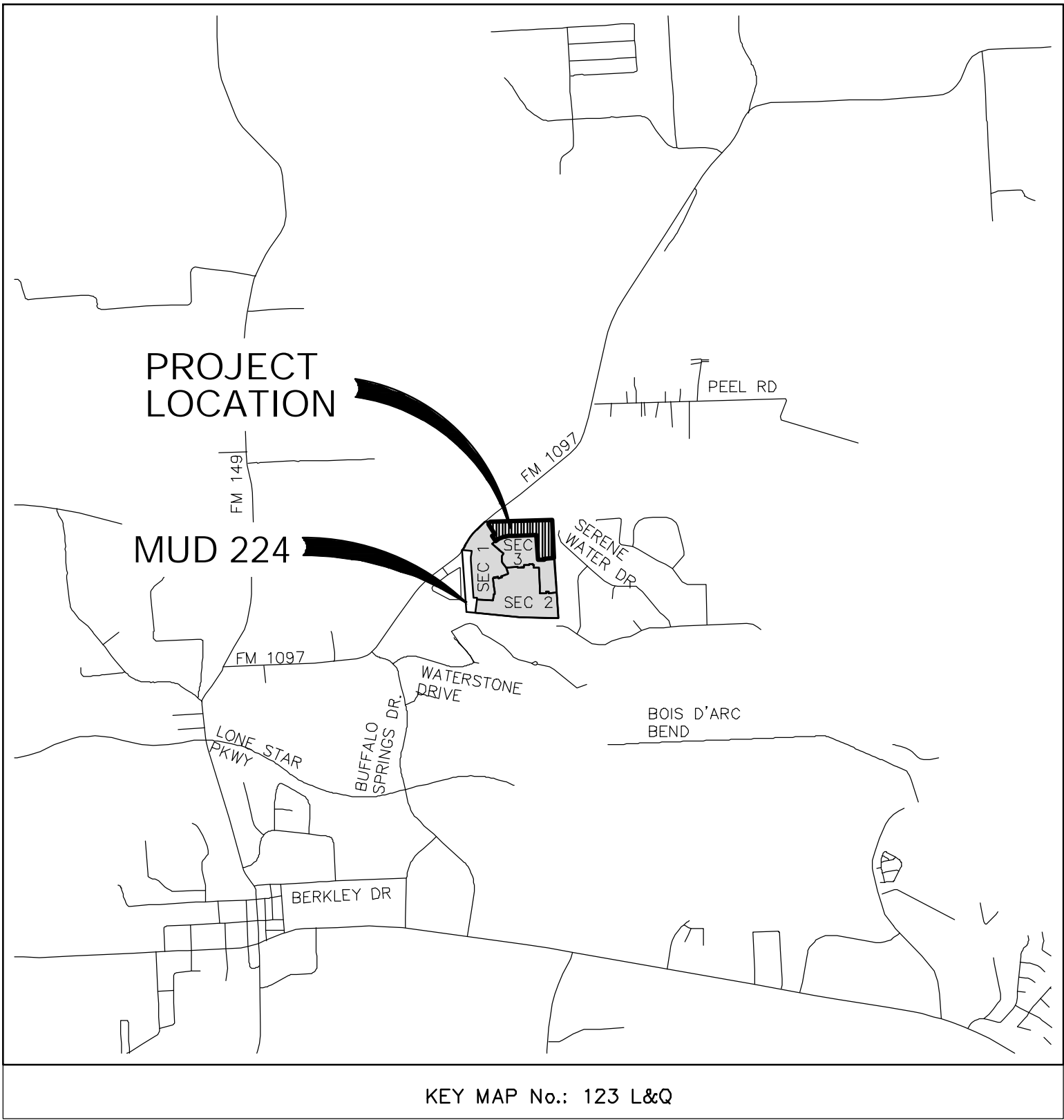
CONSTRUCTION OF WATER, SANITARY, DRAINAGE AND PAVING FACILITIES
FOR
MONTGOMERY BEND SEC 4

DEVELOPMENT No. 2203
MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 224
CITY OF MONTGOMERY
MONTGOMERY COUNTY, TX
610.126.008.00

TITLE SHEET

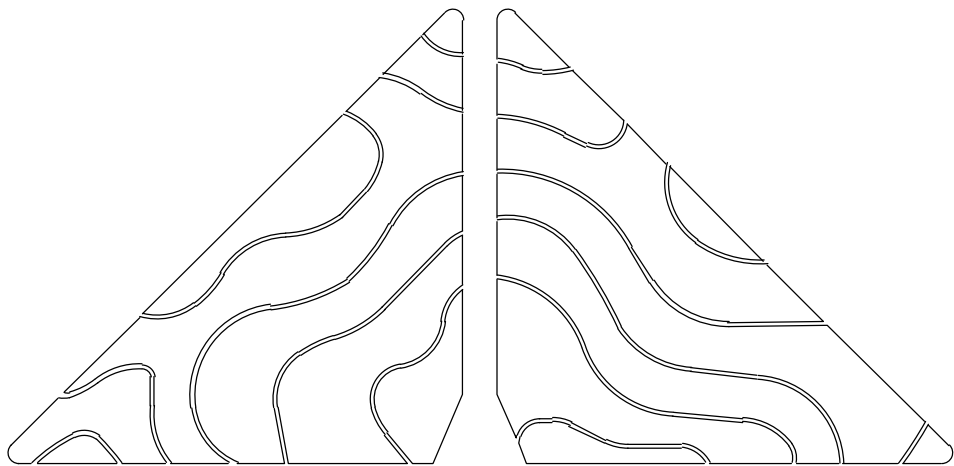
SHEET NO. SHEET TITLE

- | | |
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| 1 | COVER SHEET |
| 2 | GENERAL NOTES |
| 3 | WATER & SANITARY LAYOUT |
| 4 | DRAINAGE LAYOUT |
| 5 | DRAINAGE CALCULATIONS |
| 6 | LOT GRADING LAYOUT |
| 7 | STORM WATER POLLUTION PREVENTION PLAN LAYOUT |
| 8 | TRAFFIC SIGNAGE & PAVEMENT MARKINGS LAYOUT |
| 9 | RED RIVER DRIVE (STA 13+00 TO 19+00) |
| 10 | RED RIVER DRIVE (STA 19+00 TO 24+15) |
| 11 | LOST WAGON DRIVE |
| 12 | HIGH MESA LANE |
| 13 | WATER DETAILS |
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| 15 | STORM SEWER DETAILS |
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| 17 | PAVING DETAILS |
| 18 | RETAINING WALL DETAILS |
| 19 | LANDSCAPE PLAN |



LOCATION MAP

N.T.S.



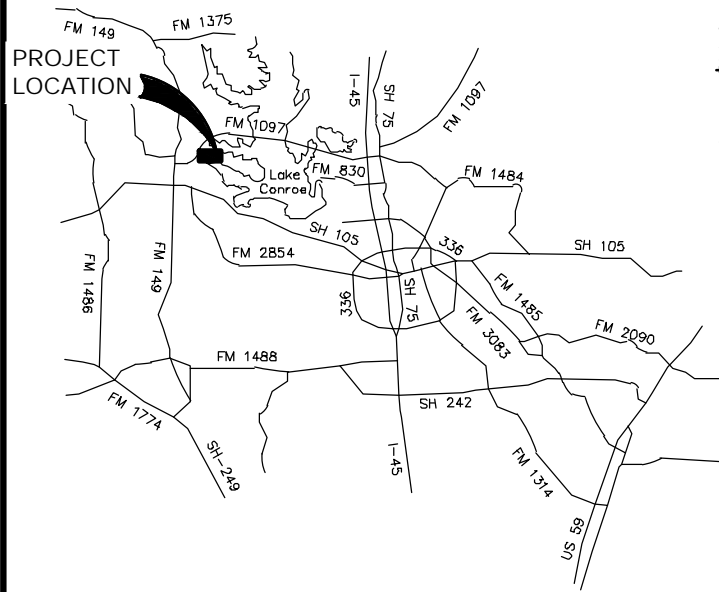
ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223-4567 (In Houston)
(New Statewide Number Outside Houston)
1-800-344-8317

48 HOUR NOTICE:

CONTRACTOR SHALL NOTIFY KATHERINE VU
THE CITY OF MONTGOMERY ENGINEER AND
OPERATOR AT 713-789-1900 BEFORE
STARTING WORK ON THIS PROJECT.

ELEVATION LAND SOLUTIONS IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE
CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER
PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES
ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS
OR METHODS OF CONSTRUCTION.



MONTGOMERY COUNTY AREA VICINITY MAP

N.T.S.

BENCHMARK:

SOURCE BENCHMARK:
ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL
GEODETIC SURVEY MONUMENT DESIGNATION HGCSD 81, PID No.
AJ6405
HAVING PUBLISHED INFORMATION AS FOLLOWS:
LATITUDE : 30° 21' 12.45392" NORTH
LONGITUDE : 095° 34' 45.02514" WEST
ORTHO HEIGHT : 212.4 FT. (64.74 METERS)
HORIZONTAL DATUM : NAD83 (2011)
VERTICAL DATUM : NAVD88

FLOODPLAIN INFORMATION:

ACCORDING TO MAP No. 4833902006 OF THE FEDERAL
EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE
MAPS FOR MONTGOMERY COUNTY, DATED AUGUST 18, 2014,
THE SUBJECT TRACT IS SITUATED WITHIN: UNSHADED ZONE
"X"; DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE
100-YEAR FLOOD PLAIN.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE
PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM
FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS
CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE
INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD
STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF
THE SURVEYOR.

REV.	DATE	REVISION	APP.
1	8/18/25	NEW CITY SIGNATURE BLOCK	AG

AMANDA GONZALEZ
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200
06/18/2025
AMANDA GONZALEZ
145250
LICENSED PROFESSIONAL ENGINEER
TBPE NO. F-22671



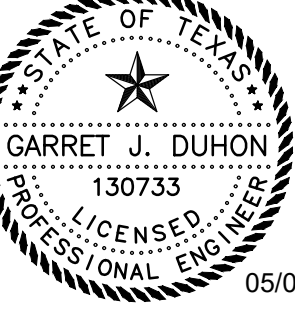
CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK
REVISION - PLAN REAPPROVAL

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

PM: GJD DFT: MAQ

DSN: GMC DATE: MAY 2024

GARRET J. DUHON
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200
05/03/2024
GARRET J. DUHON
130733
LICENSED PROFESSIONAL ENGINEER
TBPE NO. F-22671



CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK

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

Chris Rognan

5-29-24

SHEET 1 OF 19

ELEVATION LAND SOLUTIONS - MONTGOMERY BEND SEC 4 - PROJECT NO. 610.126.008.00

p:\610126 mabry and foulkner\trac\008 sec 4\dwg\plan set drawings\COVER SHEET & GENERAL NOTES.dwg - 5/2/2024 8:03 AM_GDUHON

GENERAL CONSTRUCTION NOTES

1. MATERIALS, CONSTRUCTION, AND TESTING TO BE IN ACCORDANCE WITH THE SPECIFICATIONS INDICATED IN THE PLANS AND CONTRACTS AND ARE TO BE INCLUDED IN ALL SETS OF CONSTRUCTION DRAWINGS.
2. CONTRACTOR TO OBTAIN ALL DEVELOPMENT AND CONSTRUCTION PERMITS REQUIRED BY CITY OF MONTGOMERY, TEXAS AT HIS EXPENSE PRIOR TO COMMENCEMENT OF WORK, WHERE APPLICABLE.
3. CONTRACTOR SHALL GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES OR RAILROADS AFFECTED BY HIS OPERATIONS 48 HOURS PRIOR TO COMMENCEMENT OF WORK LOCATED IN STREET RIGHT OF WAYS AND EASEMENTS.
4. ALL EXISTING UNDERGROUND UTILITIES ARE AN APPROXIMATE LOCATION ONLY AND ARE NOT GUARANTEED TO BE COMPLETED OR DEFINITE BUT WERE OBTAINED FROM THE BEST INFORMATION AVAILABLE. CONTRACTOR HAS SOLE RESPONSIBILITY FOR FIELD VERIFICATION TO DETERMINE EXACT LOCATIONS AND DEPTHS FOR ALL EXISTING FACILITIES SHOWN ON DRAWINGS BEFORE COMMENCING ANY WORK. THE CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION OF THEIR CONSTRUCTION ACTIVITIES WITH THE UTILITY COMPANIES AS TO THE RELOCATION OF THEIR FACILITIES, IF NEEDED. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGES CAUSED BY THEIR FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UNDERGROUND UTILITIES.
5. THE LOCATION OF ALL UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL REQUEST THE EXACT LOCATION OF THESE FACILITIES BY CALLING THE UTILITY COMPANY, AT LEAST 48 HOURS BEFORE COMMENCING WORK. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE WHICH OCCURS DUE TO HIS FAILURE TO REQUEST THE LOCATION AND PRESERVATION OF THESE UNDERGROUND FACILITIES. ANY DAMAGE TO EXISTING FACILITIES INCURRED AS A RESULT OF CONSTRUCTION OPERATIONS WILL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.
6. TEXAS LAW ARTICLE 1436C, PROHIBITS ALL ACTIVITIES IN WHICH PERSONS OR EQUIPMENT MAY COME WITHIN 6 FEET OF ENERGIZED OVERHEAD POWER LINES. FEDERAL REGULATION TITLE 29, PART 1910.130(1) AND PART 1926.440(A)(15) REQUIRE A MINIMUM CLEARANCE OF 10 FEET FROM THESE FACILITIES. THE ABOVE LAWS CARRY BOTH CRIMINAL AND CIVIL LIABILITIES, WITH CONTRACTORS AND OWNERS BEING LEGALLY RESPONSIBLE FOR THE SAFETY OF WORKERS UNDER THESE LAWS. IF THE CONTRACTOR OR THE OWNER MUST WORK NEAR ENERGIZED OVERHEAD POWER LINES, CALL THE COMPANY FOR THE LINES TO BE DEENERGIZED AND/OR MOVED AT YOUR EXPENSE.
7. CONSTRUCTION SHALL COMPLY WITH THE LATEST REVISIONS OF OSHA REGULATIONS AND STATE OF TEXAS LAW CONCERNING TRENCHING AND SHORING. CONTRACTOR SHALL PROVIDE A TRENCH SAFETY SYSTEM TO MEET AS A MINIMUM, THE REQUIREMENTS OF OSHA SAFETY AND HEALTH REGULATION, PART 1926, SUB-PART B, AS PUBLISHED IN THE FEDERAL REGISTER, VOLUME 54, NO. 209, DATED OCTOBER 31, 1989.
8. DETAILS PRESENTED IN THESE PLANS DO NOT EXTEND TO OR INCLUDE DESIGNED OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE CONSTRUCTION CONTRACTOR SHALL PREPARE OR OBTAIN THE APPROPRIATE SAFETY SYSTEMS, INCLUDING THE PLANS AND SPECIFICATIONS REQUIRED BY CHAPTER 756, SUBCHAPTER "C" OF THE TEXAS HEALTH AND SAFETY CODE.
9. CONTRACTOR SHALL COVER OPEN EXCAVATIONS WITH ANCHORED STEEL PLATES DURING NON-WORKING HOURS, ALONG EXISTING ROADWAYS AND TRAFFIC AREAS.
10. ADEQUATE DRAINAGE MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THE SATISFACTION OF THE PROJECT ENGINEER. ALL CONSTRUCTION RUNOFF SHALL COMPLY WITH STORM WATER MANAGEMENT FOR CONSTRUCTION ACTIVITIES AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE FLAGMEN, SIGNING, STRIPING AND WARNING TRAFFIC CONTROL DEVICES, ETC. DURING CONSTRUCTION IN ACCORDANCE WITH THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES". CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC IN EACH DIRECTION DURING WORKING HOURS AND PROVIDE ALL WEATHER DETOURS AROUND CONSTRUCTION SITE, PROVIDE PUBLIC NOTIFICATION, AND USE UNIFORMED POLICE OFFICERS TO CONTROL TRAFFIC, ESPECIALLY IN HEAVY TRAFFIC LOCATIONS.
12. EXISTING PAVEMENT, CURBS, SIDEWALKS, AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED TO CITY OF MONTGOMERY STANDARDS. ALL ASPHALT AND CONCRETE DRIVEWAYS EXCAVATED DURING CONSTRUCTION SHALL BE BACKFILLED WITH CEMENT STABILIZED SAND (CSS) AND RETURNED TO EXISTING CONDITIONS OR BETTER. ALL STATE AND COUNTY HIGHWAY PAVEMENT AND RAILROAD RIGHT-OF-WAYS TO BE BORED ACCORDING TO THE RULES, REGULATIONS, AND REQUIREMENTS FOR APPROVAL AND ACCEPTANCE BY SAID AGENCIES.
13. EXISTING ROADS AND/OR RIGHT OF WAYS DISTURBED DURING CONSTRUCTION SHALL BE AS GOOD OR BETTER THAN THE CONDITION PRIOR TO STARTING WORK, UPON COMPLETION OF THE PROJECT.
14. AFTER DISTURBED AREAS HAVE BEEN COMPLETED TO THE LINES, GRADES, AND CROSS SECTIONS SHOWN ON THE PLANS, SEEDING SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE PLANS AND SPECIFICATIONS TO ESTABLISH ADEQUATE VEGETATION COVERAGE TO ELIMINATE EROSION. IF NOT, ACTIVITY MUST BE PERFORMED WITHIN THE DISTURBED CONSTRUCTION AREA. AFTER 14 DAYS OF INACTIVITY, THE AREA MUST BE HYDROMULCHED TO AVOID EROSION. IF NO PROVISION FOR PLANTING GRASS IS INCLUDED IN THE PLANS OR SPECIFICATIONS, THE MINIMUM REQUIREMENT FOR THIS ITEM SHALL BE IN ACCORDANCE WITH THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR "SODDING OR SEEDING FOR EROSION CONTROL".
15. ALL TRENCHES, INCLUDING TRENCHES FOR LEADS AND STUBS UNDER PAVEMENT AND TO A POINT ONE (1) FOOT BEHIND BACK OF CURB SHALL BE BACKFILLED WITH CEMENT STABILIZED SAND AS PER CITY OF MONTGOMERY SPECIFICATIONS TO A POINT IMMEDIATELY BELOW THE SUBGRADE. TRENCHES OTHER THAN UNDER PAVEMENT, SHALL BE BACKFILLED WITH SUITABLE EARTH MATERIAL IN 6 INCH LAYERS AND MECHANICALLY COMPACTED TO A DENSITY OF NOT LESS THAN 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROCTOR COMPACTION TEST (ASTM DESIGNATION D-698/AASHTO 199). MOISTURE CONTENT OF BACKFILL SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CEMENT STABILIZED SAND SPECIFICATIONS. ATTACHED DETAILS IN PLANS ARE SPECIFIC FOR BEDDING AND BACKFILL.
16. CONTRACTOR IS TO INCLUDE PRICE OF ALL BEDDING AND BACKFILL OF PIPES REQUIRED, IN PRICE PER LINEAR FOOT OF PIPE.
17. CONTRACTOR IS TO INCLUDE SPREADING AND COMPACTION OF SPOILS INCIDENTAL TO CONSTRUCTION OF ALL UNDERGROUND UTILITIES IN PRICE PER LINEAR FOOT OF PIPE.
18. CONTRACTOR TO REMOVE EXISTING PLUGS AND CONNECT TO EXISTING UTILITY LINES AS INDICATED ON PLANS.
19. UNLESS OTHERWISE NOTED IN PLANS, WHERE MANHOLES ARE LOCATED WITHIN THE UTILITY EASEMENT, THE CONTRACTOR SHALL SET RIM ELEVATIONS TWO INCHES ABOVE FINISHED GROUND ELEVATIONS.
20. WHEN TRENCH CONDITIONS REQUIRE THE USE OF WELL POINTS, THIS IS TO BE REQUESTED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER.
21. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING THE MUD, DIRT, AND DEBRIS DEPOSITED ON EXISTING PAVEMENT DUE TO HIS CONSTRUCTION ACTIVITY DAILY. ALL EXISTING STREETS AND ADJACENT PAVEMENT AREAS IMPACTED BY CONSTRUCTION ACTIVITIES SHALL BE CLEANED USING A STREET SWEEPER. THIS ACTIVITY WILL BE INCIDENTAL TO ALL OTHER ITEMS.
22. THE CONTRACTOR SHALL REMOVE ALL NON-PERMANENT SIGNS FROM THE ROW AND/OR EASEMENT LIMITS, AND RETURN THEM TO THE SIGN OWNER FOR THEM TO HAVE PLACED AT THEIR EXPENSE ON PROPERTY OTHER THAN THAT STATED ABOVE UNLESS OTHERWISE SPECIFIED.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATING OR REPLACING ALL EXISTING FENCES INSIDE THE WORK ZONE, TO EXISTING OR BETTER CONDITIONS, EXCEPT FOR THOSE THAT FALL WITHIN A ROAD RIGHT OF WAY.
24. THE CONTRACTOR IS RESPONSIBLE FOR RELOCATING ALL EXISTING IRRIGATION OUTSIDE OF THE RIGHT OF WAY AND/OR EASEMENT UNLESS OTHERWISE SPECIFIED ON THE PLANS.
25. ALL EQUIPMENT SHALL BE REMOVED FROM THE PROJECT SITE ONCE THE PROJECT IS COMPLETED, AS WELL AS, ALL REMAINING DEBRIS WITHIN THE PROJECT SHALL BE REMOVED AND PROPERLY DISPOSED OF AT AN APPROVED DISPOSAL SITE.
26. CONTRACTOR SHALL BE RESPONSIBLE FOR MARKING ALL UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO UTILITIES, PAVEMENT, OR OTHER INFRASTRUCTURE AS A RESULT OF ANY WORK.

GRADING NOTES

1. BEFORE STARTING CONSTRUCTION, CONTRACTOR SHALL VERIFY BENCHMARK ELEVATION AND NOTIFY ENGINEER IF ANY DISCREPANCY AND/OR CONFLICT IS FOUND.
2. GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL VERIFY THE SUITABILITY OF ALL EXISTING AND PROPOSED SITE CONDITIONS INCLUDING GRADES AND DIMENSIONS BEFORE STARTING CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES.
3. AREAS THAT ARE TO RECEIVE FILL SHALL BE PREPARED AS FOLLOWS (NO SEPARATE PAY):
 - a. AREAS THAT ARE TO RECEIVE FILL WILL BE STRIPPED TO A DEPTH OF 6". STRIPPINGS SHALL BE STOCKPILED AND THEN SPREAD EVENLY ON SURFACE OF FILLED AREAS.
 - b. PRIOR TO PLACEMENT OF FILL ON STRIPPED AREAS, THE CONTRACTOR SHALL PROOF ROLL USING A PNEUMATIC ROLLER (12 TON OR APPROVED EQUAL) (NO SEPARATE PAY). SHOULD SOFT UNSTABLE AREAS APPEAR IN THE LOTS, THE CONTRACTOR SHALL REMOVE UNSUITABLE MATERIAL AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REPLACE THIS WITH A SUITABLE MATERIAL COMPACTED AS REQUIRED.
4. ALL AREAS REQUIRING FILL SHALL BE FILLED IN 8" LIFTS, WITH TESTS TAKEN AT 100 FOOT INTERVALS IN EACH LIFT, AND MECHANICALLY COMPACTED TO A DENSITY OF NOT LESS THAN 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROCTOR COMPACTION TEST (ASTM D-698/AASHTO 199). FINISH SURFACE SHALL BE LEFT LEVEL, SMOOTHED AND FINE GRADED.
5. FINAL PAYMENT SHALL BE CONTINGENT ON THE ENGINEER'S VERIFICATION THAT LOT GRADING IS IN ACCORDANCE WITH THE GRADING PLAN, AND THAT SOIL COMPACTION TESTS WERE PERFORMED AS REQUIRED.
6. CONTRACTOR SHALL ENSURE THERE IS POSITIVE DRAINAGE FROM THE PROPOSED BUILDINGS AND NO PONDING IN PAVED AREAS, AND SHALL NOTIFY ENGINEER IF ANY GRADING DISCREPANCIES ARE FOUND IN THE EXISTING AND PROPOSED GRADES PRIOR TO PLACEMENT OF PAVEMENT OR UTILITIES.
7. CONTRACTOR SHALL PROTECT ALL MANHOLE COVERS, VALVE COVERS, VAULT LIDS, FIRE HYDRANTS, POWER POLES, GUY WIRES, AND TELEPHONE BOXES THAT ARE TO REMAIN IN PLACE AND UNDISTURBED DURING CONSTRUCTION.
8. ALL EXISTING CONCRETE PAVING, SIDEWALK, AND CURB DEMOLITION SHALL BE REMOVED AND DISPOSED OF BY CONTRACTOR. DISPOSAL SHALL BE AT AN APPROVED OFF-SITE, LAWFUL LOCATION, UNLESS DIRECTED OTHERWISE BY THE OWNER
9. EXISTING DRAINAGE SWALES: ALL EXISTING DRAINAGE SWALES SHALL BE FILLED AS SHOWN WITH MATERIAL FROM EXISTING ADJACENT SPOIL BANKS IN MAXIMUM 8" LOOSE LIFTS AND COMPACTED TO 95% PROCTOR DENSITY AS PER AASHTO TEST METHOD T-99
10. EXISTING DRAINAGE SWALES: ALL EXISTING DRAINAGE SWALES UNDER PROPOSED CONCRETE PAVEMENT SHALL BE CLEANED, MUCKED OUT AND SCARIFIED TO A MINIMUM DEPTH OF 6"AND FILLED AS SPECIFIED ABOVE IN FILL NOTE NO. 9NO SEPARATE PAY.
11. ROADWAY EMBANKMENT: STRIP 6" OF VEGETATION FROM AREA TO BE FILLED AND RE-COMPACT SOIL TO 95% PROCTOR DENSITY, PLACE FILL MATERIAL AS SPECIFIED IN FILL NOTE NO. 9

STORM SEWER NOTES

1. STORM SEWER AND LEADS SHALL BE REINFORCED CONCRETE PIPE, ASTM C-76, CLASS III, WITH O-RING RUBBER GASKET JOINT, AND SHALL BE INSTALLED, BEDDED AND BACKFILLED IN ACCORDANCE WITH THE SPECIFICATIONS INDICATED IN THE PLANS AND CONTRACTS.
2. ALL PROPOSED PIPE STUB OUTS FROM MANHOLES OR INLETS ARE TO BE PLUGGED WITH 8 INCH BRICK WALLS UNLESS OTHERWISE NOTED.
3. ALL BOX CULVERTS INSTALLED SHALL BE PLACED ON A MINIMUM OF 6 INCHES OF CEMENT STABILIZED SAND (CEMENT STABILIZED SAND SHALL BE 2 SACK CEMENT PER TON). FOR INSTALLATION OF PRE-CAST CONCRETE BOX CULVERTS IN POOR SOIL CONDITIONS, A 7 INCH REINFORCED CONCRETE SLAB SHALL BE INSTALLED. FOR INSTALLATION OF MONOLITHIC REINFORCED CONCRETE BOX CULVERTS IN POOR SOIL CONDITIONS, A 4 INCH THICK CLASS "C" CONCRETE SEAL SLAB SHALL BE INSTALLED, PRIOR TO CONSTRUCTION OF BOX CULVERTS.
4. STORM SEWER MANHOLES, INLETS, AND JUNCTION BOXES SHALL BE STANDARD PRE-CAST, UNLESS OTHERWISE NOTED.
5. ALL INLETS TO BE TYPE "C" UNLESS OTHERWISE STATED ON PLANS
6. ALL STORM SEWER LEADS SHALL BE 24 INCH MINIMUM UNLESS OTHERWISE INDICATED.
7. GRADE DROP ON LEADS BETWEEN INLETS TO BE A MINIMUM OF 0.20 FOOT. GRADE DROP BETWEEN INLET AND MANHOLES TO BE 0.20 FOOT UNLESS OTHERWISE SHOWN.
8. WHEN MANHOLE FRAME AND COVER IS REQUIRED, USE VULCAN FOUNDRY V-1418-Z FRAME AND COVER (OR EQUAL), UNLESS OTHERWISE INDICATED ON THE PLANS.
9. FOR ADJUSTMENT OF MANHOLE LIDS USE STANDARD CONCRETE RINGS.
10. CONCRETE USED FOR ALL POURED-IN-PLACE MANHOLES, INLETS, WINGWALLS, HEADWALLS AND OTHER APPURTENANCES TO BE CLASS "A" CONCRETE WITH 3,000 P.S.I STRENGTH AT 28 DAYS.
11. ALL EXPOSED CORNERS TO BE CHAMFERED 3/4".
12. ALL STORM SEWER PIPES UNDER OR WITHIN 1' OF PAVEMENT SHALL BE BACKFILLED WITH COMPACTED CEMENT STABILIZED SAND (2.0 SACKS PER TON OF SAND) TO THE BOTTOM OF 6" STABILIZED SUBGRADE.

CITY OF MONTGOMERY GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR SHALL CONTACT CITY OF MONTGOMERY CITY ENGINEER, KATHERINE VU AT (713) 789-1900 A MINIMUM OF 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
2. CONTRACTOR SHALL CONTACT CITY OF MONTGOMERY DIRECTOR OF PUBLIC WORKS, MIKE MUCKLEROY AT (936) 597-6434 A MINIMUM OF 48 HOURS PRIOR TO COMMENCING CONSTRUCTION TO SET UP AN INSPECTION TO VERIFY CITY'S FACILITIES.
3. CONTRACTOR TO CONTACT CITY OF MONTGOMERY UTILITY OPERATOR, JACOB WILLIAMS OF H20 INNOVATIONS AT (281) 353-9809 A MINIMUM OF 48 HOURS PRIOR TO COMMENCING CONSTRUCTION TO SET UP AN INSPECTION TO VERIFY CITY'S FACILITIES.
4. THE CITY UTILITY OPERATOR AND PUBLIC WORKS FOREMAN SHALL BE NOTIFIED 24 HOURS IN ADVANCE TO WITNESS AND INSPECT ANY SANITARY SEWER LINE CONNECTION. NO SANITARY SEWER LINES SHALL BE BACKFILLED BEFORE THE CITY'S UTILITY OPERATOR OR PUBLIC WORKS FOREMAN HAS INSPECT THE CONNECTION.
5. CONTRACTOR SHALL CONTACT THE CITY'S OPERATOR OR PUBLIC WORKS FOREMAN TO OPERATE ANY VALVES. AT NO TIME IS THE CONTRACTOR OR CONTRACTOR'S REPRESENTATIVE TO OPERATE ANY PART OF THE CITY OF MONTGOMERY WATER SYSTEM.
6. THE OWNER OR CONTRACTOR SHALL INSTALL AND TEST APPROPRIATE BACKFLOW PREVENTION, PER THE CITY OF MONTGOMERY RULES & REGULATIONS.
7. ALL TAPS TO THE CITY'S SYSTEM SHALL BE MADE BY THE CITY'S OPERATOR AT THE OWNERS EXPENSE
8. IF THE ELECTRICAL UTILITY PROVIDER STANDARDS CONFLICT WITH THE APPROVED LAYOUT BY THE CITY AND/OR CITY STANDARDS, A VARIANCE MUST BE RECEIVED FROM THE CITY COUNCIL.

CITY OF MONTGOMERY ORDINANCE NOTES:

1. REMAINING TREE COVERAGE MUST COMPLY WITH ALL APPLICABLE CITY OF MONTGOMERY ORDINANCES. A TREE PRESERVATION PLAN SHOWING COMPLIANCE WITH CANOPY COVERAGE REQUIREMENTS WILL BE SUBMITTED WITH THE CONSTRUCTION PLANS FOR THE DEVELOPMENT.

SANITARY SEWER NOTES:

1. ALL SANITARY SEWER MUST BE IN COMPLIANCE OF TCEQ CHAPTER 217.
2. SANITARY SEWERS SHALL BE CONSTRUCTED AND TESTED IN COMPLIANCE OF THE TCEQ REQUIREMENTS, UNLESS OTHERWISE SPECIFIED.
3. BACKFILL AND BEDDING FOR SANITARY SEWER MUST MEET THE MINIMUM REQUIREMENTS OF ASTM D-2321 AND IN ACCORDANCE WITH THE SPECIFICATIONS AND DETAILS FOUND IN THIS PLAN SET AND IN THE CONTRACTS.
4. SANITARY SEWER PIPE SHALL BE PVC SDR 26 OR PVC SDR 35 (WITH APPROVAL), IN ACCORDANCE WITH ASTM SPECIFICATIONS D-3034, FOR 4" THROUGH 15" AND ASTM F-879 FOR 18" THROUGH 27", UNLESS OTHERWISE SPECIFIED. MINIMUM SIZE SANITARY SEWER MAIN IS 6", SDR 35 MAY BE USED WHEN DEPTH IS MORE THAN 3 FEET AND LESS THAN 6 FEET.
5. SEWER LINES SHALL BE LOCATED ON THE OPPOSITE SIDE OF THE STREET FROM WHERE WATER IS LOCATED.
6. CONTRACTOR SHALL PROVIDE A MINIMUM HORIZONTAL CLEARANCE OF 9' (NINE FEET) BETWEEN WATER LINES AND SANITARY SEWER MANHOLES AND LINES PER TCEQ CHAPTER 290.
7. CONTRACTOR SHALL PROVIDE 24-INCHES OF CLEARANCE AT ALL SANITARY SEWERS CROSSING WATER LINES.
8. NO SEWER PIPE SHALL BE LAID ON AN UNSTABLE FOUNDATION. SELECTED MATERIAL SHALL BE USED AND/OR WET SAND CONSTRUCTION DETAILS, WHICHEVER APPLIES IN THE OPINION OF THE ENGINEER. NO PIPE SHALL BE COVERED WITHOUT APPROVAL OF THE ENGINEER OR HIS REPRESENTATIVE. SANITARY SEWERS CONSTRUCTED IN WET SAND SHALL HAVE A SPECIAL PROCEDURE.
9. WHEN THE NATURAL GROUND LEVEL AROUND MANHOLE LIES BELOW THE 100 YEAR FLOODPLAIN ELEVATION, THE MANHOLE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATION AND DETAILS FOUND IN THE PLAN SET AND IN THE CONTRACTS, FOR A SEALED AND VENTED MANHOLE
10. A DEFLECTION TEST SHALL BE PERFORMED AFTER THE BACKFILL HAS BEEN IN PLACE A MINIMUM OF 30 DAYS. THIS TEST SHALL BE DONE BY PULLING A HAND LINE WITH AN ATTACHED MANDREL FROM MANHOLE TO MANHOLE. THE MANDREL SHALL HAVE AN OUTSIDE DIAMETER THAT IS AT LEAST 95% OF THE ORIGINAL INSIDE DIAMETER OF THE PIPE. MANDREL TO BE MANUFACTURED WITH A MINIMUM OF SEVEN (7) RUNNERS, WITH EACH RUNNER BEING A MINIMUM OF 5 INCHES LONG. ANY PIPE NOT MEETING TEST REQUIREMENTS TO BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE. THE TEST SHALL BE PERFORMED WITHOUT MECHANICAL PULLING DEVICES.
11. WHERE A SEWER LINE HAS LESS THAN (2) FEET OF COVER, PROVIDE CEMENT STABILIZED SAND BACKFILL MATERIAL.
12. WHEN MANHOLE FRAME AND COVER IS REQUIRED, USE VULCAN FOUNDRY V-1418-2 FRAME AND COVER (OR EQUAL), UNLESS OTHERWISE INDICATED ON THE PLANS.
13. CONTRACTOR SHALL KEEP RECORD OF LOCATION OF ALL STACKS, STUBS, SEWER LEADS, ETC. THE AS-BUILT DRAWINGS MUST SHOW THE EXACT LOCATION.
14. IF SANITARY SERVICE LEADS ARE INSTALLED DURING CONSTRUCTION OF MAIN LINE, ALL LEADS TO HAVE A MINIMUM SLOPE OF 0.70% OR GREATER. ALL PVC LEADS TO BE THE SAME MATERIAL AS MAIN LINE. ALL DOUBLE SERVICE LEADS TO HAVE WYE LOCATED ON THE END OF THE LEAD. ALL SINGLE SERVICE LEADS TO BE 6 INCH, AND ALL DOUBLE SERVICE LEADS TO BE 6 INCH. IF AN 8 INCH LEAD IS REQUIRED, LEADS MUST HAVE A MINIMUM SLOPE OF 0.44%.
15. BYPASSING (DISCHARGING) OF RAW SEWAGE ON THE SURFACE OR TO ADJOINING WATERWAYS IS STRICTLY PROHIBITED.
16. CONTRACTOR SHALL PERFORM BYPASS PUMPING AS REQUIRED. THERE SHALL BE NO SEPARATE PAYMENT FOR BYPASS PUMPING PERFORMED ON THIS PROJECT.
17. CONTRACTOR TO VERIFY LOCATIONS OF EXISTING WATERLINES DURING CONSTRUCTION. IF THE REQUIRED SEPARATION DISTANCE BETWEEN PARALLEL WATER AND SEWER LINES, AS DETAILED IN TECHNICAL SPECIFICATION SECTION 33 31 13, CANNOT BE MAINTAINED, CONTRACTOR TO RELOCATE WATERLINE AS DIRECTED BY THE ENGINEER.
18. WHERE A WET CONNECTION TO AN EXISTING 6" OR 8" LINE IS TO BE MADE BY CUTTING THE EXISTING LINE, DR18 C-900 PVC PIPE SHALL BE USED TO REPLACE THE SECTION OF OLD ONE REMOVED AND SHALL BE COUPLED TO THE EXISTING ONE WITH A SOUND D.L. SLEEVE. SEPARATE COMPENSATION WILL BE MADE FOR THE REQUIRED DUCTILE IRON FITTINGS. THE BID PRICE FOR WET CONNECTION TO AN EXISTING ONE SHALL INCLUDE LABOR, TOOLS, PIPE, AND MISCELLANEOUS FITTINGS FOR SMALL DIAMETER PIPE NOT OTHERWISE PROVIDED FOR IN THE BID PROPOSAL.
19. ALL PENETRATIONS INTO A SANITARY SEWER MANHOLE, INCLUDING SERVICE LEADS SHALL BE SERVED BY AN INVERT. ALL INVERTS SHALL EXTEND ALL THE WAY TO THE WALLS OF THE MANHOLE.
20. INSTALLATION OF GRAVITY SANITARY SEWER PIPE AND FORCE MAIN BY TRENCHLESS CONSTRUCTION SHALL MEET ASTM, ANSI, AND AWWA STANDARDS. IF THERE IS A CONFLICT IN STANDARDS THE MOST STRINGENT SHALL GOVERN.
21. ALL SANITARY SEWER PIPES UNDER OR WITHIN 1' OF PAVEMENT SHALL BE BACKFILLED WITH COMPACTED CEMENT STABILIZED SAND (2.0 SACKS PER TON OF SAND) TO THE BOTTOM OF 6" STABILIZED SUBGRADE.
22. THE PROPOSED CONNECTION OF THE SANITARY SEWER LINE TO THE SANITARY SEWER MANHOLE SHALL BE BY MEANS OF CORE AND BOOT AT SPECIFIED FLOWLINE. THE OPENING IN THE SIDE OF THE MANHOLE SHALL NOT BE MORE THAN 3-INCHES NOR LESS THAN 1-INCH IN DIAMETER THAN THE OUTSIDE DIAMETER FOR THE PROPOSED PIPE. THE PROPOSED PIPE SHALL NOT PRODUCE MORE THAN 3-INCHES PAST THE INSIDE FACE OF THE MANHOLE WALL. FILL THE ENTIRE VOID AROUND THE EXISTING MANHOLE WITH CEMENT-SAND. CONNECTION TO EXISTING PUBLIC SANITARY SEWER MANHOLE SHALL BE COMPLETED BY THE CITY OF MONTGOMERY AT THE OWNER'S EXPENSE.

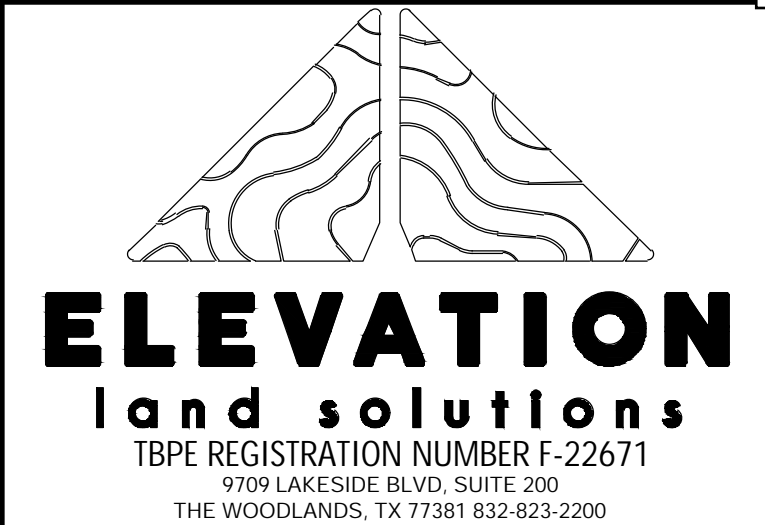
WATER CONSTRUCTION NOTES:

1. CONTRACTOR SHALL PROVIDE ADEQUATE THRUST BLOCKING TO WITHSTAND TEST PRESSURE AS SPECIFIED IN THE SPECIFICATIONS INDICATED IN THE PLANS AND CONTRACTS FOR WATER MAIN CONSTRUCTION AND MATERIALS.
2. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE/NSF INTERNATIONAL (ANSI/NSF) STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.
3. ALL PLASTIC PIPES FOR USE IN PUBLIC WATER SYSTEMS MUST ALSO BEAR THE NSF INTERNATIONAL SEAL OF APPROVAL (NSF-PW) AND HAVE AN ASTM DESIGN PRESSURE RATING OF AT LEAST 150 POUNDS PER SQUARE INCH (PSI) OR A STANDARD DIMENSION RATIO OF 26 OR LESS.
4. PRIOR TO INSTALLATION OF WATER METER, WATER METER LEAD OR UNMETERED FIRE SPRINKLER LINE, THE CONTRACTOR SHALL CONTACT THE PROVIDER.
5. PRIOR TO WATER MAIN CONSTRUCTION, THE CONTRACTOR SHALL CONTACT THE CITY ENGINEER NO LESS THAN 48 HOURS IN ADVANCE AND COMPLY WITH ALL REQUIREMENTS NECESSARY FOR APPROVAL OF THE WATER MAIN CONSTRUCTION.
6. ALL WATER LINE AND SEWER LINE CROSSINGS SHALL BE CONSTRUCTED PER TCEQ REGULATIONS.
7. TWELVE-INCH (12") AND SMALLER MAINS SHALL HAVE A MINIMUM COVER OF FOUR FEET (4') FROM THE TOP OF CURB OR FIVE FEET (5') FROM THE MEAN ELEVATION OF THE BOTTOM OF THE NEARBY DITCH AND NEARBY RIGHT-OF-WAY ELEVATION FOR OPEN DITCH SECTIONS.
8. MAINS LARGER THAN TWELVE-INCHES (12") SHALL HAVE A MINIMUM COVER OF FIVE FEET (5') FROM THE TOP OF THE CURB OR SIX FEET (6') FROM THE MEAN ELEVATION FOR OPEN DITCH SECTIONS.
9. ALL WATER MAINS SHALL BE HYDROSTATICALLY TESTED BEFORE BACTERIOLOGICAL TESTING IN ACCORDANCE WITH AWWA STANDARD C-600 FOR DI PIPE OR C-605 FOR PVC AS REQUIRED IN 30 TAC 290-44 (A) (5).
10. ALL WATER PIPING SHALL BE DISINFECTED AND BACTERIOLOGICALLY TESTED PRIOR TO USE IN ACCORDANCE WITH AWWA STANDARD C-651.
11. ALL WATER MAINS 4" AND LARGER SHALL BE C-900 (SDR-18), UNLESS OTHERWISE NOTED IN PLANS.
12. THE INSTALLATION OF ALL WATER LINES SHALL EXTEND ALONG THE ENTIRE LENGTH OF THE PROPERTY TO BE SERVED. WATER LINES THAT DEAD END SHALL EXTEND TO THE PROJECT LIMITS FOR FUTURE EXTENSIONS.
13. ALL WATER VALVES SHALL BE SUPPLIED AND INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF AWWA C-500 AND SHALL BE OF THE RESILIENT SEAT TYPE.
14. THE USE OF PIPES AND PIPE FITTINGS THAT CONTAIN MORE THAN 0.25% LEAD OR SOLDERS AND FLUX THAT CONTAINS MORE THAN 0.2% LEAD IS PROHIBITED.
15. WATER MAINS CROSSING OR WITHIN 1' OF PAVEMENT SHALL HAVE A BANK SAND ENVELOPE OF 12" AND THE REMAINING TRENCH FILLED WITH COMPACTED CEMENT STABILIZED SAND (2.0 SACK PER TON SAND) TO BOTTOM OF 6" STABILIZED SUBGRADE.

 CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK
REVISION - PLAN REAPPROVAL

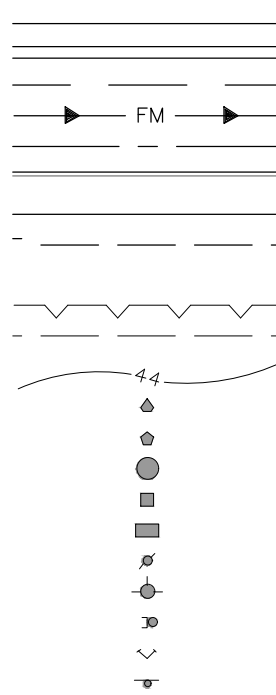
CITY OF MONTGOMERY CITY ENGINEER
SIGNATURE VALID FOR ONE (1) YEAR

DATE



STANDARD SYMBOLS

EXISTING

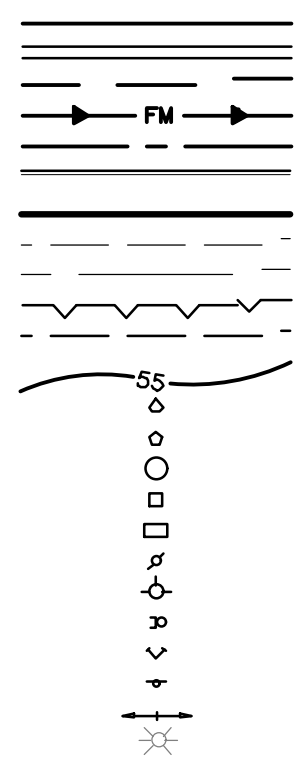


44.44
46.40

STORM SEWER (24" & LESS)
STORM SEWER (GREATER THAN 24")
SANITARY SEWER
SANITARY FORCE MAIN
WATERLINE
CURB AND GUTTER
PROPERTY LINE/PLAT/BOUNDARY
EASEMENT LINE
BUILDING SETBACK LINE
TOP OF BANK/DITCH
TOE/FL OF DITCH
1 FOOT CONTOURS
SANITARY STACK
SANITARY RISER
MANHOLE
AREA INLET
CURB INLET
GATE VALVE & BOX
FLUSH VALVE/FIRE HYDRANT
BLOW-OFF & BOX
SANITARY SERVICE WYE
SIGN
PAVEMENT HIGH POINT
STREET LIGHT
TOP OF CURB ELEVATION
FLOWLINE ELEVATION

WATER LINE--SANITARY SEWER CROSSING BLOCK

PROPOSED



55.55
50.50

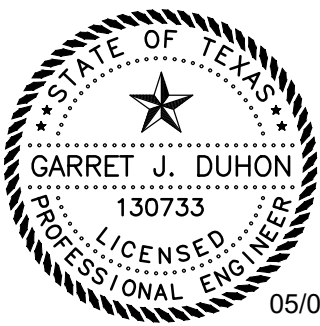
ABBREVIATIONS

ADJ	ADJACENT	PROP	PROPOSED
B-B	BACK TO BACK	PT	POINT OF TANGENCY
BOC	BACK OF CURB	PVC	POINT OF VERTICAL CURVATURE
C	CENTERLINE	PVI	POINT OF VERTICAL INTERSECTION
CLR	CLEARANCE	PVT	POINT OF VERTICAL TANGENCY
CONC	CONCRETE	PWMT	PAVEMENT
CY	CUBIC YARD	PAE	PUBLIC ACCESS EASEMENT
DE	DRAINAGE EASEMENT	PUE	PUBLIC UTILITY EASEMENT
E-E	EDGE TO EDGE	R	RADIUS
ELEV	ELEVATION	ROW	RIGHT-OF-WAY
ESMT	EASEMENT	RCP	REINFORCED CONCRETE PIPE
EX	EXISTING	RT	RIGHT
FL	FLOW LINE	SAN	SANITARY
FM	FORCE MAIN	SF	SQUARE FEET
FV	FLUSH VALVE	STA	STATION
GV	GATE VALVE	STM	STORM
LF	LINEAR FEET	SY	SQUARE YARDS
LT	LEFT	TEMP	TEMPORARY
MAX	MAXIMUM	TC	TOP OF CURB
MH	MANHOLE	TYP	TYPICAL
MIN	MINIMUM	UE	UTILITY EASEMENT
PC	POINT OF CURVATURE	WL	WATERLINE
PCC	POINT OF COMPOUND CURVE	WLE	WATERLINE EASEMENT
PI	POINT OF INTERSECTION	WSE	WATER SURFACE ELEVATION

DATE	REVISION	APP.
6/18/25	NEW CITY SIGNATURE BLOCK	AG

GARRET J. DUHON

9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200



Garret J. Duhon

TBPE NO. F-22671

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK

Chris Rognan

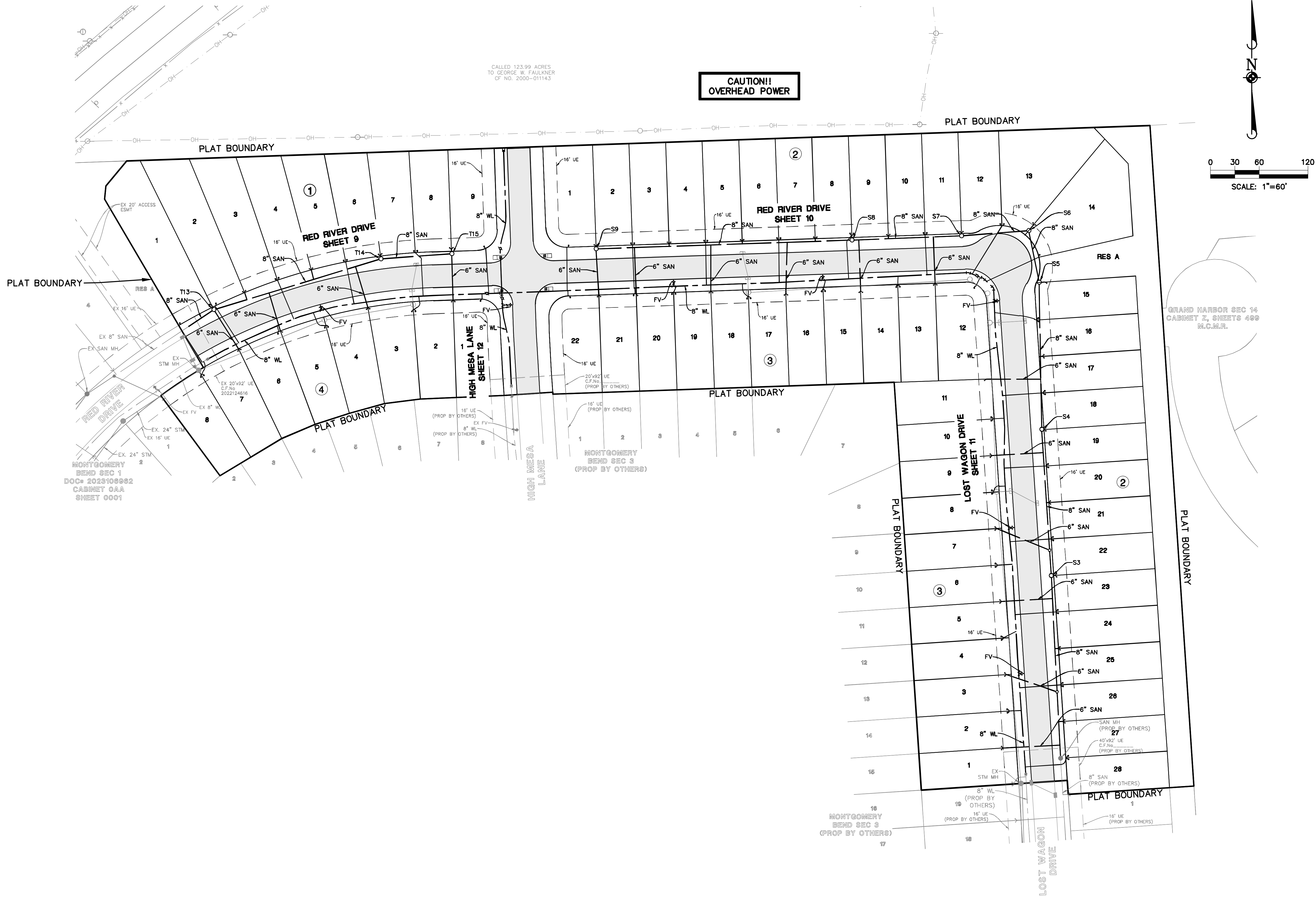
CITY OF MONTGOMERY CITY ENGINEER
SIGNATURE VALID FOR ONE (1) YEAR

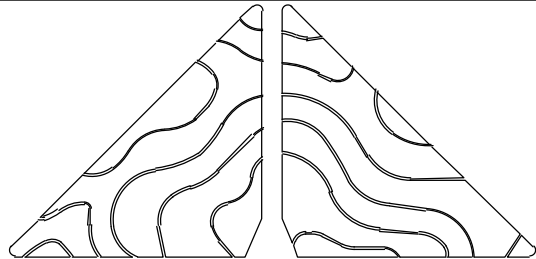
DATE

5-29-24

GENERAL NOTES

SHEET 2 OF 19

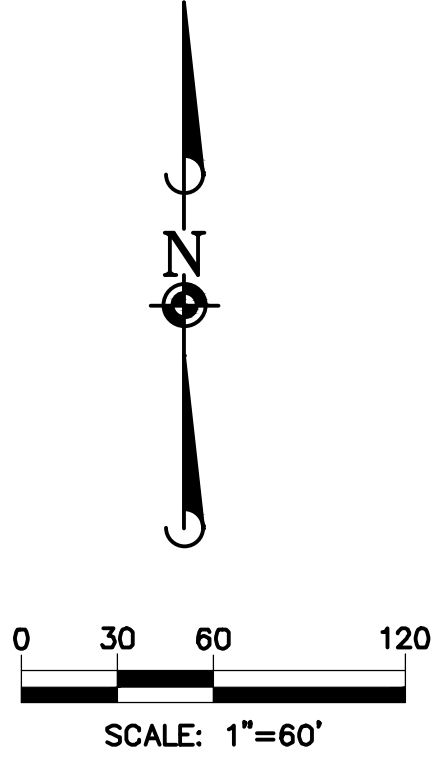




ELEVATION

land solutions

TBPE REGISTRATION NUMBER F-22671
9709 LAKESIDE BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200



SERVICE LEAD NOTE:

WATER: ALL SERVICE LEADS ARE 1" DIAMETER.

WATER LINE-SANITARY SEWER CROSSING NOTE:

POSITION ONE FULL SECTION OF RESTRAINED JOINT WATERLINE AND SANITARY SEWER PIPE CENTERED AT CROSSING. INSERT SANITARY SEWER PIPE WITH CEMENT STABILIZED SAND FOR THE TOTAL LENGTH OF ONE PIPE SEGMENT PLUS ONE FOOT BEYOND THE JOINTS ON EACH END. FOR CROSSINGS WHERE PROPOSED WATERLINE IS UNDER PROPOSED SANITARY SEWER, PUT RESTRAINED JOINT DUCTILE IRON PIPE WATERLINE (FOR DIAMETERS LESS THAN 24 INCHES) AND RESTRAINED JOINT PRESSURE RATED (MIN 150 PSI) SANITARY 24" MIN CLEARANCE. NO SEPARATE PAY.

BENCHMARK:

SOURCE BENCHMARK:
ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY MONUMENT DESIGNATION HGCSO 81, PID NO. A66405
HAVING PUBLISHED INFORMATION AS FOLLOWS:
LATITUDE : 30° 21' 12.45392" NORTH
LONGITUDE : 095° 34' 45.02514" WEST
ORTHO HEIGHT : 212.4 FT. (64.74 METERS)
HORIZONTAL DATUM : NAD83 (2011)
VERTICAL DATUM : NAVD88

FLOODPLAIN INFORMATION:

ACCORDING TO MAP NOS. 48339C0200G OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR MONTGOMERY COUNTY, DATED AUGUST 18, 2014, THE SUBJECT TRACT IS SITUATED WITHIN UNSHADED ZONE "X". DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 100-YEAR FLOOD PLAIN.

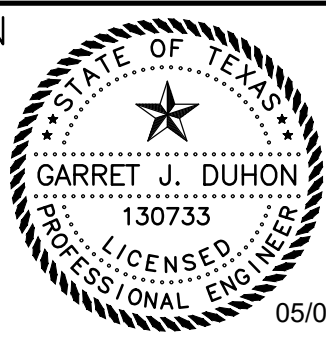
THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

DATE	REVISION	APP.
6/18/25	NEW CITY SIGNATURE BLOCK	AG

GARRET J. DUHON
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200

Garret J. Duhon

TBPE NO. F-22671



05/03/2024

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK	
<i>Chris Rymasz</i>	5-29-24
CITY OF MONTGOMERY CITY ENGINEER SIGNATURE VALID FOR ONE (1) YEAR	DATE

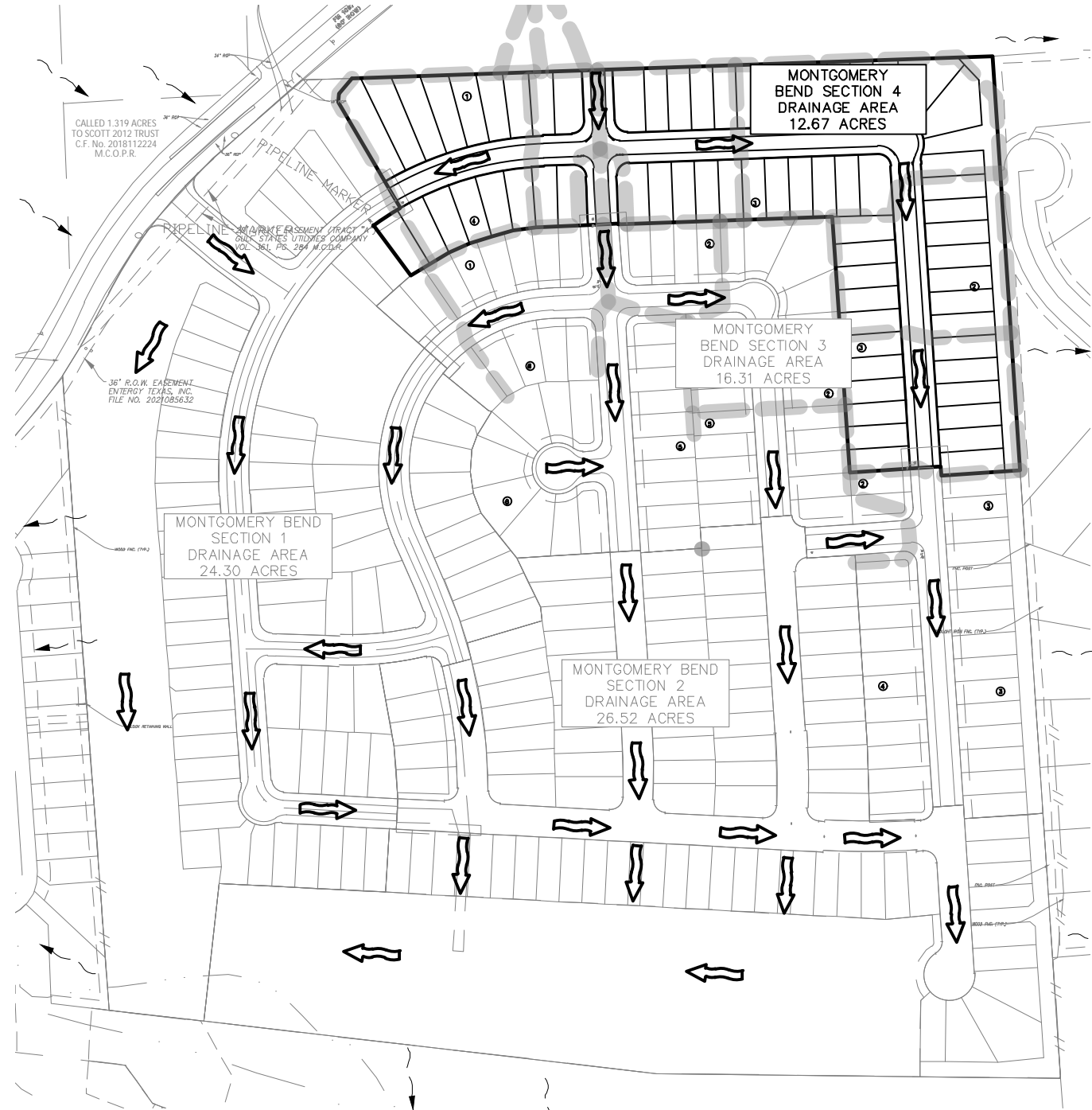
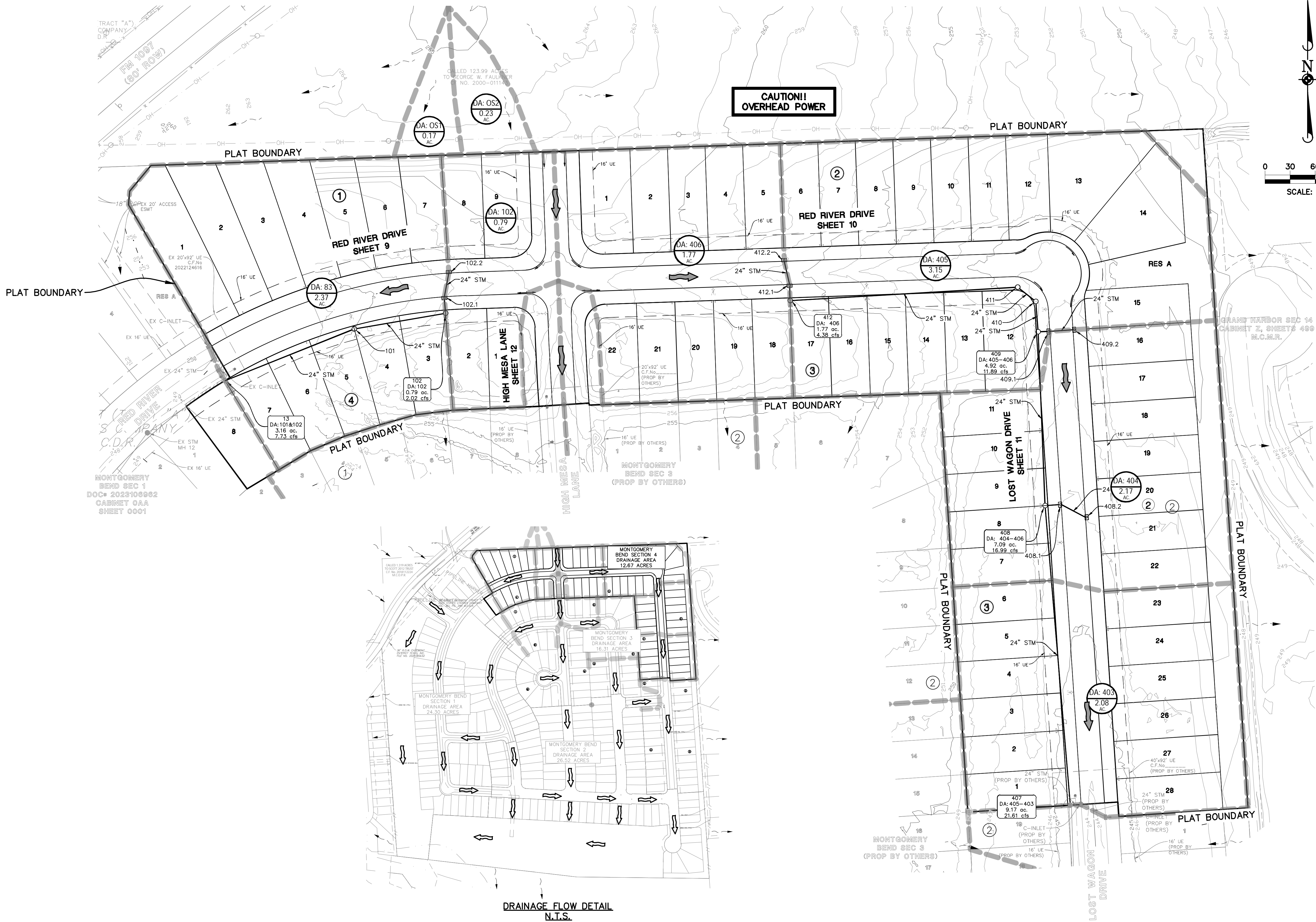
WATER & SANITARY LAYOUT

SHEET 3 OF 19

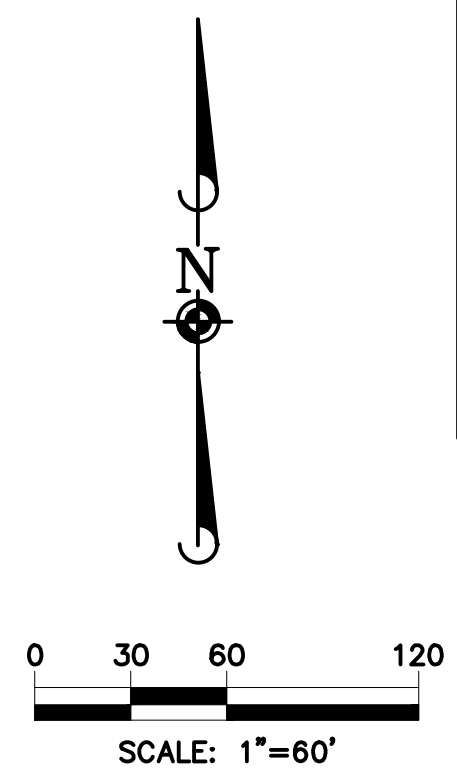
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THE WOODLANDS, TX 77381 832-823-2200



LEGEND

- INLET DA:1 5.55 ac.
- STORM SEWER DA:xx-yy 5.55 ac. 9.99 cfs.
- DRAINAGE AREA BOUNDARY
- DIRECTION OF 100 YEAR FLOW
- OFFSITE DRAINAGE FLOW

BENCHMARK:
SOURCE BENCHMARK:
ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL
GEODETIC SURVEY MONUMENT DESIGNATION HGCD 81, PID NO.
A6405
HAVING PUBLISHED INFORMATION AS FOLLOWS:
LATITUDE : 30° 21' 12.45392" NORTH
LONGITUDE : 095° 34' 45.02514" WEST
ORTHO HEIGHT : 212.4 FT. (64.74 METERS)
HORIZONTAL DATUM : NAD83 (2011)
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FLOODPLAIN INFORMATION:
ACCORDING TO MAP Nos. 48339C0200G OF THE FEDERAL
EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE
MAPS FOR MONTGOMERY COUNTY, DATED AUGUST 18, 2014.
THE SUBJECT TRACT IS SITUATED WITHIN UNSHADED ZONE "X",
DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 100-YEAR
FLOOD PLAIN.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY
OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR
FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL
OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE
OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT
CREATE LIABILITY ON THE PART OF THE SURVEYOR.

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GARRET J. DUHON
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SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200

TBPE NO. F-22671

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK

Chris Rognan 5-29-24

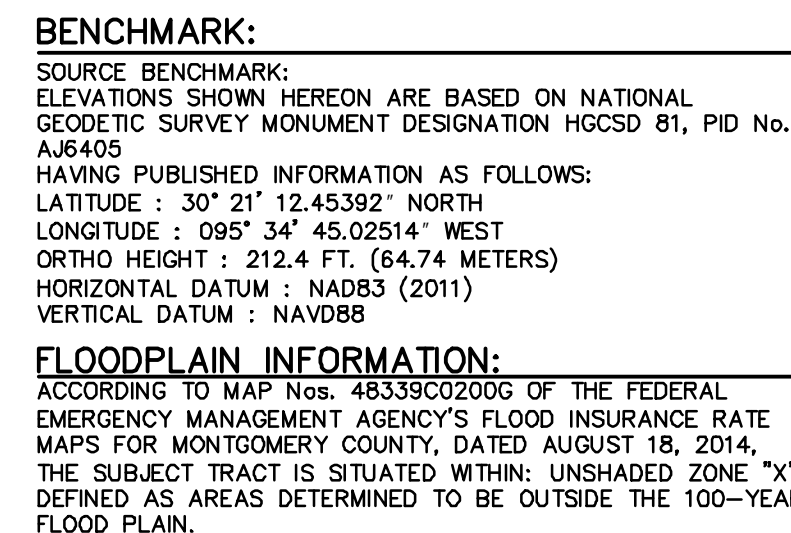
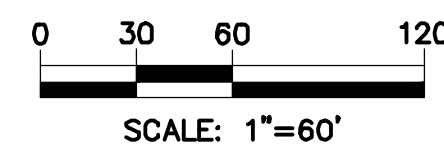
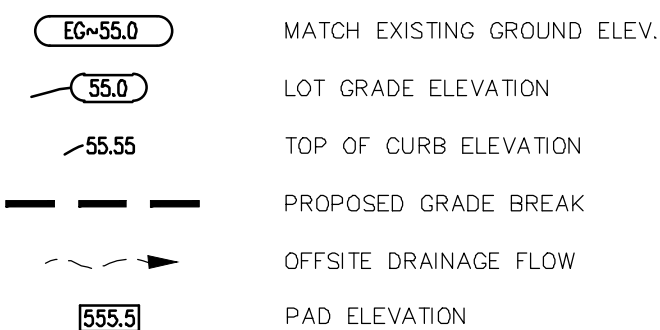
CITY OF MONTGOMERY CITY ENGINEER SIGNATURE VALID FOR ONE (1) YEAR DATE

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

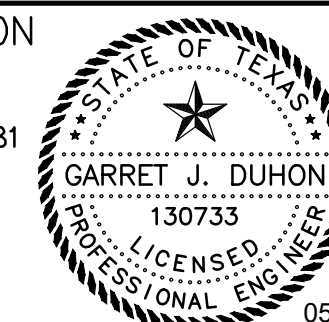
DRAINAGE LAYOUT

SHEET 4 OF 19

Project: Montgomery Bend Job Number: 610.126.007.00 Design By: MQ/GC Jurisdiction: Montgomery County Outside Houston ETJ Storm Year 1: 5-yr Design Event Storm Year 2: 100-yr Extreme Event Storm Year 3:										Outfall and Tailwater Conditions										Intensity Coefficients for: Montgomery County Outside Houston ETJ										TP 101 - Method 1										TP 101 - Method 2																			
Last Updated: 5/3/2024										Flowline 5-yr HGL 100-yr HGL										5-yr 100-yr																																							
Ponding Limit: 0.00										Outfall_1 220.47 226 228.05										b 54.09 b 56.68																																							
Ponding Limit: 1.00										Outfall_2 220.85 226.00 228.05										d 8.34 d 4.46																																							
										Outfall_3 221.14 226 228.05										e 0.7051 e 0.5857																																							
										Outfall_4 221.54 226 228.05										cf 1.00 cf 1.25																																							
Pipe and Road Properties										Drainage Areas										Intensity & Flow										TOC										5-yr Hydraulic Grade Line										100-yr Hydraulic Grade Line									
Alignment/Road	Node Upstream	Node Downstream	Pipe Length	Pipe Diameter or Rise	Box Span	Slope	Mannings "n"	Design Capacity	Design Velocity	Fall	Top of Curb Upstream	Gutter Elevation Upstream	Gutter Elevation at Downstream High Point	Node Drop Downstream	Flowline Elevation Upstream	Flowline Elevation Downstream	Drainage Area	Contributing Area	Total Area	Runoff Coefficient	Weighted C	Sum of C*A	5-yr Intensity	5-yr Flow	100-yr Intensity	100-yr Flow	Time of Concentration	Change in Time of Concentration	Total TOC	Actual Velocity	Hydraulic Gradient	Change in Head	Elevation of Hyd. Grad. Upstream	Elevation of Hyd. Grad. Downstream	Upstream HGL Below Gutter	Actual Velocity	Hydraulic Gradient	Change in Head	Elevation of Hyd. Grad. Upstream	Elevation of Hyd. Grad. Downstream	Max Ponding Elevation Upstream	Max Ponding Elevation Upstream HGL Below Gutter	Max Allowed Overland Flow (Q _{allow} cfs)	Required Overland Flow (Q _{req} , cfs)	Depth of Flow at High Point	Upstream Q _{req} ≤ Q _{allow} (Pass/Fail)													
Longhorn Run Drive	22	2	171	24		0.5	0.013	16.00	5.09	0.86	239.26	238.76		4.06	230.91	230.05	14	1.17	0.00	1.17	0.55	0.55	0.64	4.54	2.92	9.71	6.25	25.28	0.56	25.84	0.93	0.02	0.03	232.91	232.05	PASS	1.99	0.08	0.13	232.91	232.05	240.26	PASS		None														
Prairie Ridge Lane	21	7	34	24		0.2	0.013	10.12	3.22	0.07	239.63	239.13		5.73	234.17	234.10	9	1.63	0.00	1.63	0.55	0.55	0.90	4.48	4.01	9.60	8.60	25.90	0.18	26.08	1.28	0.03	0.01	236.17	236.10	PASS	2.74	0.14	0.05	236.17	236.10	240.63	PASS		None														
Amber Falls Drive Sec 3	23	20	86	24		1	0.013	22.62	7.20	0.86	251.05	250.55			244.08	243.22	15	1.57	0.00	1.57	0.00	0.00	0.00	4.49	0.00	9.61	0.00	25.83	0.20	26.03	0.00	0.00	0.00	246.08	245.22	PASS	0.00	0.00	0.00	246.08	245.22	252.05	PASS		None														
Amber Falls Drive Sec 1	20	19	115	24		0.18	0.013	9.60	3.06	0.21	249.86	249.36			243.22	243.01	10	0.54	1.57	2.11	0.55	0.14	0.30	4.47	1.33	9.57	2.84	26.03	0.63	26.65	0.42	0.00	0.00	245.22	245.01	PASS	0.91	0.02	0.02	245.22	245.01	250.86	PASS		None														
	19	18	168	24		1.1	0.013	23.73	7.55	1.85	248.04	247.54		2.96	243.01	241.16			2.11	2.11		0.14	0.3	4.41	1.32	9.46	2.83	26.65	0.37	27.03	0.42	0.00	0.01	245.01	243.16	PASS	0.90	0.02	0.03	245.01	243.16	249.04	PASS		None														
	18	17	141	24		0.6	0.013	17.52	5.58	0.85	246.60	246.10			238.20	237.35			2.11	2.11		0.14	0.3	4.38	1.31	9.39	2.81	27.03	0.42	27.45	0.42	0.00	0.00	240.20	239.35	PASS	0.90	0.02	0.02	240.20	239.35	247.60	PASS		None														
	17	16	220	24		0.6	0.013	17.52	5.58	1.32	245.91	245.41		1.30	237.35	236.03			2.11	2.11		0.14	0.3	4.34	5.75	9.32	12.36	27.45	0.66	28.11	1.83	0.06	0.14	239.35	238.03	PASS	3.93	0.30	0.66	239.35	238.03	246.91	PASS		None														
	16	15	155	24		0.6	0.013	17.52	5.58	0.93	244.44	243.94		0.50	234.73	233.80			3.96	5.42	0.55	0.39	2.1	4.29	9.15	9.21	28.11	0.46	28.57	2.91	0.16	0.25	236.73	235.80	PASS	6.26	0.76	1.18	236.98	235.80	245.44	PASS		2.14															
Amber Falls Drive Sec 2	15	14	104	30		0.9	0.013	38.91	7.93	0.94	243.59	243.09		1.76	233.30	232.36			5.42	5.42		0.39	2.1	4.25	9.07	9.14	19.50	0.22	28.79	1.85	0.05	0.05	235.80	234.86	PASS	3.97	0.23	0.24	235.80	234.86	244.59	PASS		None															
	14	2	116	30		0.9	0.013	38.91	7.93	1.05	241.58	241.08		3.56	230.60	229.55			5.42	7.02	0.55	0.43	3.0	4.23	12.78	9.10	27.50	0.24	29.03	2.60	0.10	0.11	233.10	232.05	PASS	5.60	0.45	0.52	233.10	232.05	242.58	PASS		None															
Red River Drive Sec 4	102	101	111	24		1.21	0.013	24.88	7.92	1.34	256.96	256.46		2.57	249.15	247.81			1.04	1.04	0.55	0.55	0.6	4.56	2.63	9.75	5.63	25.07	0.23	25.30	0.84	0.01	0.01	251.15	249.81	PASS	1.79	0.06	0.07	251.15	249.81	257.96	PASS		None														
Red River Drive Sec 1	101	13	167	24		1.23	0.013	25.09	7.99	2.05	254.51	254.01		0.83	245.24	243.19			1.04	1.04	0.55	0.55	0.6	4.53	2.62	9.71	5.60	25.30	0.35	25.65	0.83	0.01	0.02	247.24	245.19	PASS	1.78	0.06	0.10	247.24	245.19	255.51	PASS		None														
	13	12	112	24		1.2	0.013	24.78	7.89	1.35	250.45	249.95		1.41	242.36	241.01			1.04	3.58	0.55	0.55	2.0	4.40	8.73	9.44	18.74	26.78	0.24	27.02	2.78	0.15	0.17	244.36	243.01	PASS	5.96	0.69	0.77	244.36	243.01	251.45	PASS		None														
	12	11	247	24		1	0.013	22.62	7.20	2.47	248.85	248.35		1.76	239.59	237.12			3.58	3.58		0.55	2.0	4.38	8.69	9.40	18.65	27.02	0.57	27.59	2.77	0.15	0.36	241.59	239.12	PASS	5.94	0.68	1.68	241.59	239.12	249.85	PASS		None														
	11	10	124	24		1	0.013	22.62	7.20	1.24	245.29	244.79		0.50	235.36	234.12			3.58	4.50	0.55	0.55	2.5	4.33	10.80	9.30	23.20	27.59	0.29	27.88	3.44	0.23	0.28	237.36	236.12	PASS	7.39	1.05	1.30	238.35	237.05	246.29	PASS		0.58														
	10	9	116	30		0.6	0.013	31.77	6.47	0.70	242.75	242.25			233.62	232.92			4.50	6.03	0.55	0.55	3.3	4.30	14.39	9.25	30.93	27.88	0.30	28.18	2.93	0.12	0.14	236.12	235.42	PASS	6.30	0.57	0.66	237.05	236.38	243.75	PASS		None														
	9	8	105	30		0.6	0.013	31.77	6.47	0.63	241.42	240.92		0.50	232.92	232.29			6.03	6.03		0.55	3.3	4.49	15.01	9.62	32.17	27.88	0.27	26.05	3.06	0.13	0.14	235.42	234.79	PASS	6.55	0.62	0.65	236.38	235.74	242.42	PASS		0.40														
	8	7	225	36		0.6	0.013	51.66	7.31	1.35	240.38	239.88		2.07	231.79	230.44			6.03	8.40	0.55	0.55	4.6	4.41	20.55	9.46	44.08	26.64	0.51	27.15	2.91	0.09	0.21	234.79	233.44	PASS	6.24	0.44	0.98	235.74	234.75	241.38	PASS		None														
	7	6	150	36		0.2	0.013	29.83	4.22	0.30	239.86	239.36		0.50	228.37	228.07			6.03	10.95	0.55	0.55	6.0	4.37	26.51	9.37	56.92	27.15	0.59	27.75	3.75	0.16	0.24	231.37	231.07	PASS	8.05	0.73	1.09	234.75	233.66	240.86	PASS		27.09														
	6	5	151	42		0.21	0.013	46.11	4.79	0.32	240.12	239.62			227.57	227.25			10.95	13.48	0.55	0.55	7.4	4.32	32.26	9.27	69.31	27.75	0.53	28.27	3.35	0.10	0.16	231.07	230.75	PASS	7.20	0.47	0.72	233.66	232.94	241.12	PASS		23.20														
	5	4	30	42		0.2	0.013	44.99	4.68	0.06	239.71	239.21			227.25																																												

[illegible]

GARRET J. DUHON
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200



Garret L

130733
LICENSED
PROFESSIONAL ENGINEER

05/03/2024

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK

Chris Reynolds 5-29-24

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

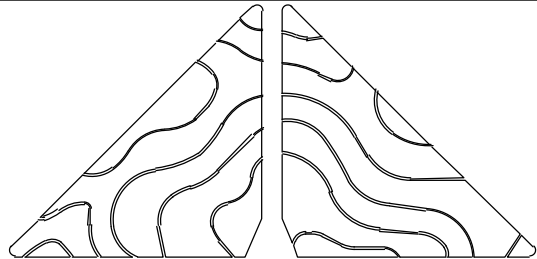
LOT GRADING LAYOUT

1. *Journal of Management Studies*, 1990, 27, 1, 1-14.

SHEET 6 OF 19

ELEVATION LAND SOLUTIONS - MONTGOMERY BEND SEC.4 - PROJECT NO. 610.126.008.00













ELEVATION

land solutions

TBPE REGISTRATION NUMBER F-22471

9709 LAKESIDE BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200

LEGEND

-  TEMPORARY REINFORCED FILTER FABRIC FENCE (PERIMETER EROSION BARRIER)
-  STABILIZED CONSTRUCTION ACCESS (LOCATION TO BE DETERMINED BY CONTRACTOR)
-  CONCRETE TRUCK WASHOUT AREA
-  TEMPORARY STORM STRUCTURE PROTECTION
-  OVERLAND DRAINAGE FLOW
-  HYDROMULCH
-  BROADCAST SEEDING
-  TEMP. CURB REINFORCED FILTER FABRIC FENCE

NOTE: REINFORCED FILTER FABRIC BARRIER TO BE PLACED BEHIND ALL BACK OF CURB

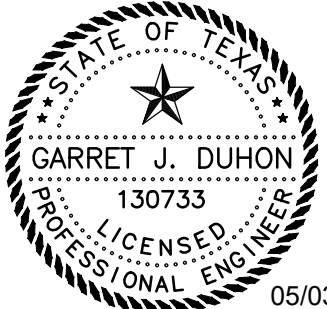
BENCHMARK:
SOURCE BENCHMARK:
ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY MONUMENT DESIGNATION HGCSO 81, PID NO. A06405
HAVING PUBLISHED INFORMATION AS FOLLOWS:
LATITUDE : 30° 21' 12.45392" NORTH
LONGITUDE : 095° 34' 45.02514" WEST
ORTHO HEIGHT : 212.4 FT. (64.74 METERS)
HORIZONTAL DATUM : NAD83 (2011)
VERTICAL DATUM : NAVD88

FLOODPLAIN INFORMATION:
ACCORDING TO MAP NOS. 48339C0200G OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR MONTGOMERY COUNTY, DATED AUGUST 18, 2014, THE SUBJECT TRACT IS SITUATED WITHIN: UNSHADED ZONE. "X", DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 100-YEAR FLOOD PLAIN.

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DATE	REVISION	APP.
6/18/25	NEW CITY SIGNATURE BLOCK	AG

GARRET J. DUHON
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200



TBPE NO. F-22671 05/03/2024

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK

 5-29-24

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

STORM WATER POLLUTION PREVENTION PLAN LAYOUT

SHEET 7 OF 19

SWPPP INSTALLATION SEQUENCE

SWPPP CONTRACTOR:

1. INSTALL  AT START OF CONSTRUCTION.
2. INSTALL  AT DESIGNATED LOCATIONS.



UTILITY CONTRACTOR:


1. MAINTAIN EXISTING FACILITIES.
2. INSTALL  FOR STAGE 1 INLETS.

PAVING CONTRACTOR:

1. MAINTAIN EXISTING FACILITIES.

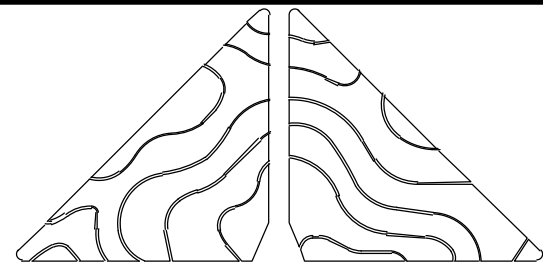
SWPPP CONTRACTOR:

1. INSTALL  AT DESIGNATED LOCATIONS.
2. INSTALL  FOR STAGE 2 INLETS UPON COMPLETION OF PAVING.
3. AREA WITHIN ROW AND ADJACENT EASEMENTS DISTURBED DURING CONSTRUCTION OF UTILITIES TO BE HYDRO-MULCH SEEDING UPON COMPLETION OF UTILITIES.
4. BROADCAST SEEDING OF DISTURBED AREAS AFTER FINAL GRADING.

 CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK
REVISION - PLAN REAPPROVAL

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

DATE



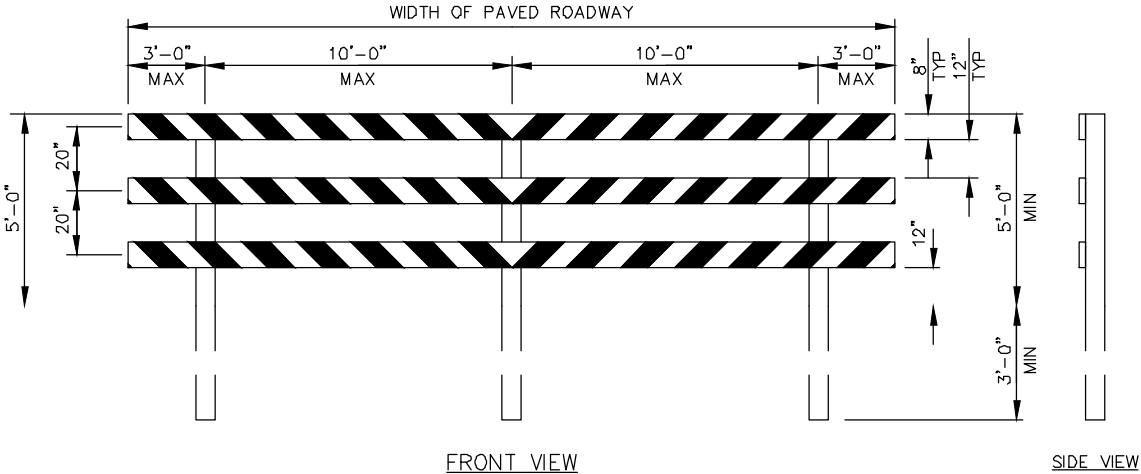
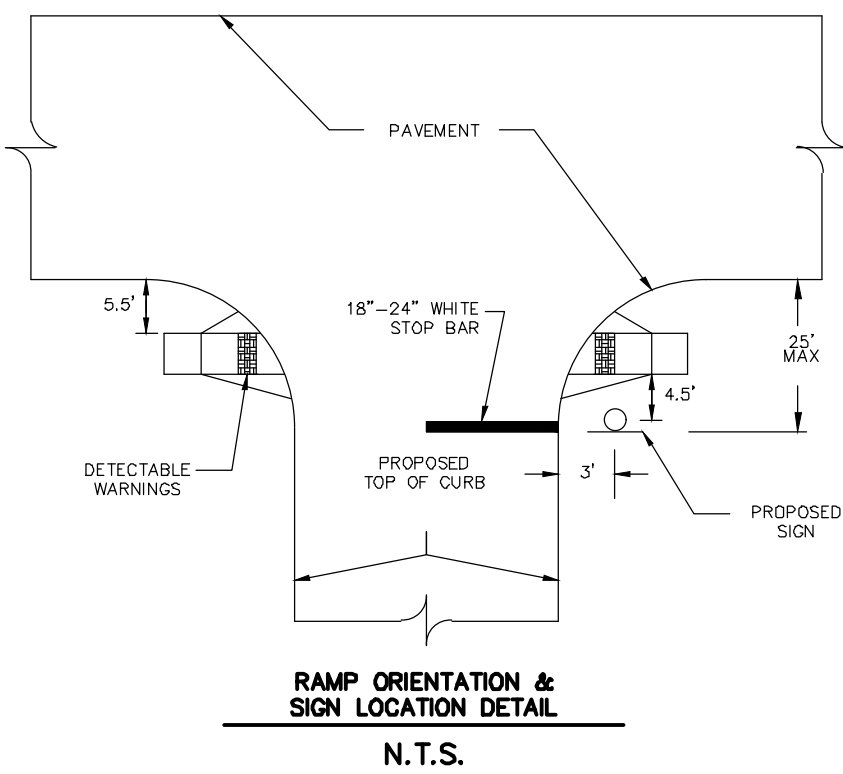
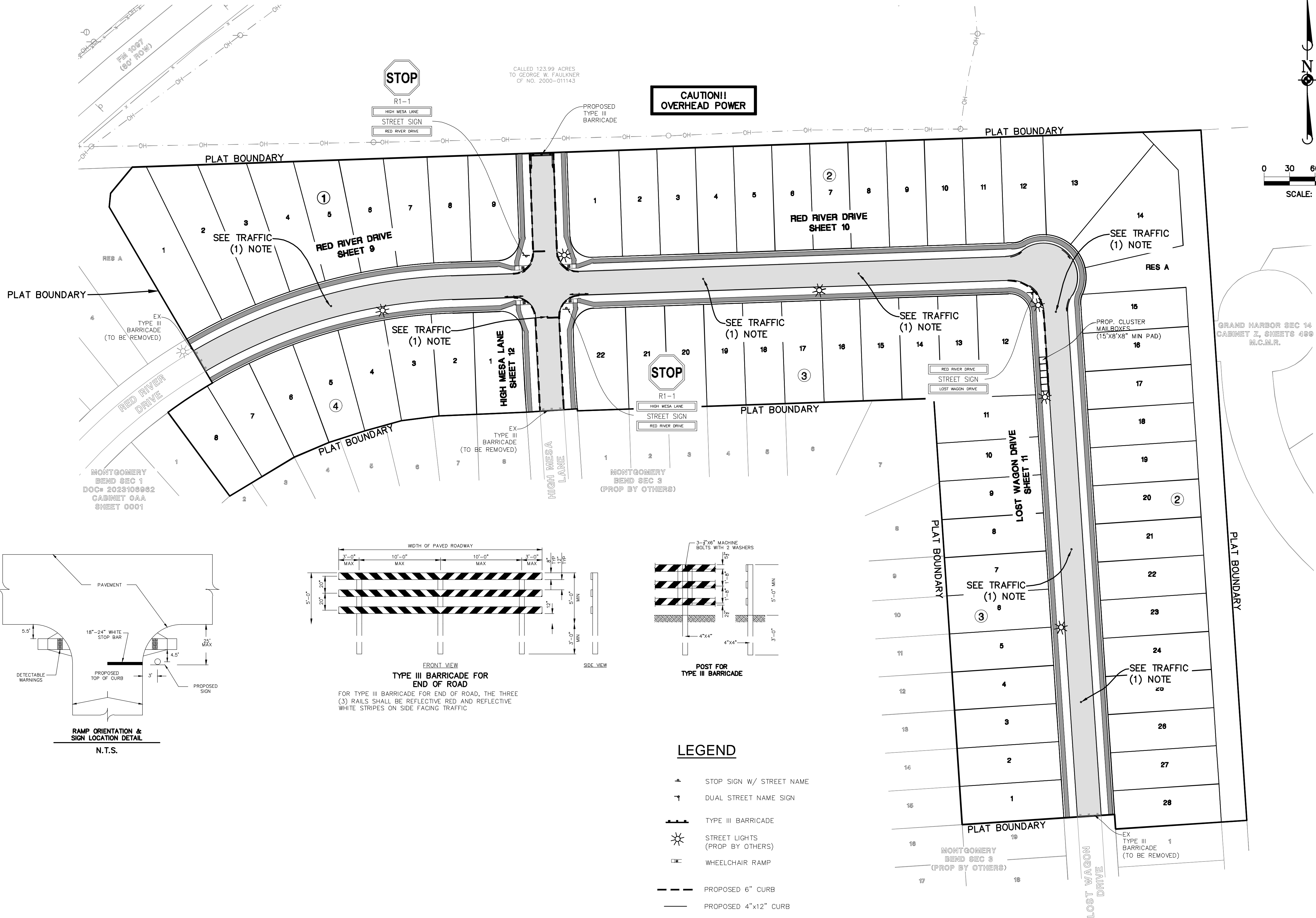
ELEVATION

land solutions

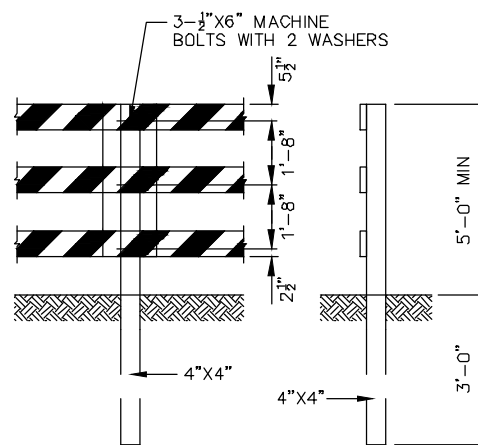
TBPE REGISTRATION NUMBER F-22671
9709 LAKESIDE BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200



0 30 60 120
SCALE: 1"=60'



FRONT VIEW
TYPE III BARRICADE FOR
END OF ROAD
FOR TYPE III BARRICADE FOR END OF ROAD, THE THREE
(3) RAILS SHALL BE REFLECTIVE RED AND REFLECTIVE
WHITE STRIPES ON SIDE FACING TRAFFIC



POST FOR
TYPE III BARRICADE

LEGEND

- STOP SIGN W/ STREET NAME
 - DUAL STREET NAME SIGN
 - TYPE III BARRICADE
 - STREET LIGHTS (PROP BY OTHERS)
 - WHEELCHAIR RAMP
 - PROPOSED 6" CURB
 - PROPOSED 4"x12" CURB
 - PROPOSED STOP BAR
 - PROPOSED 5' SIDEWALKS (PROP BY OTHERS)
- SIDEWALK NOTE: SIDEWALKS SHALL BE
CONSTRUCTED BY THE
DEVELOPER PRIOR TO
THE CITY ACCEPTANCE
OF THE INFRASTRUCTURE

STREET LIGHTS:

- POLES MUST BE A MINIMUM OF 3FT. OF BACK OF CURB.
- IF THE ELECTRICAL UTILITY PROVIDER STANDARDS
CONFLICT WITH THE APPROVED LAYOUT BY THE CITY
AND/OR CITY STANDARDS, A VARIANCE MUST BE
RECEIVED FROM CITY COUNCIL.

TRAFFIC BUTTONS:

- PLACE BLUE TRAFFIC BUTTONS 6" OFF THE CENTERLINE
OF THE ROADWAY TOWARDS THE RELATED FLUSH
VALVE.

STREET SIGN NOTES:

- CONTRACTOR TO VERIFY ALL STREET SIGNS WITH THE
RECORDED PLAT PRIOR TO ORDERING THE SIGNS.
- ALL R-1 STOP SIGNS SHALL BE 30" X 30" DIAMOND
GRADE SHEETING.
- ALL STREET NAME SIGNS SHALL BE 9" BLADE.
- CONTRACTOR TO COORDINATE STREET SIGN COLOR AND
TEXT STYLE WITH THE ENGINEER PRIOR TO ORDERING
STREET SIGNS.
- ALL COMBINATION STREET AND REGULATORY SIGNS SHALL
BE LOCATED AT CURB RETURNS UNLESS OTHERWISE
NOTED.

BENCHMARK:

SOURCE BENCHMARK:
ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL
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AUG405
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HORIZONTAL DATUM : NAD83 (2011)
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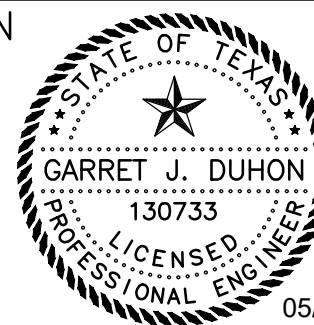
FLOODPLAIN INFORMATION:

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DATE	REVISION	APP.
6/18/25	NEW CITY SIGNATURE BLOCK	AG

GARRET J. DUHON
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SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200



TBPE NO. F-22671

05/03/2024

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK

Chris Royman

5-29-24

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

DATE

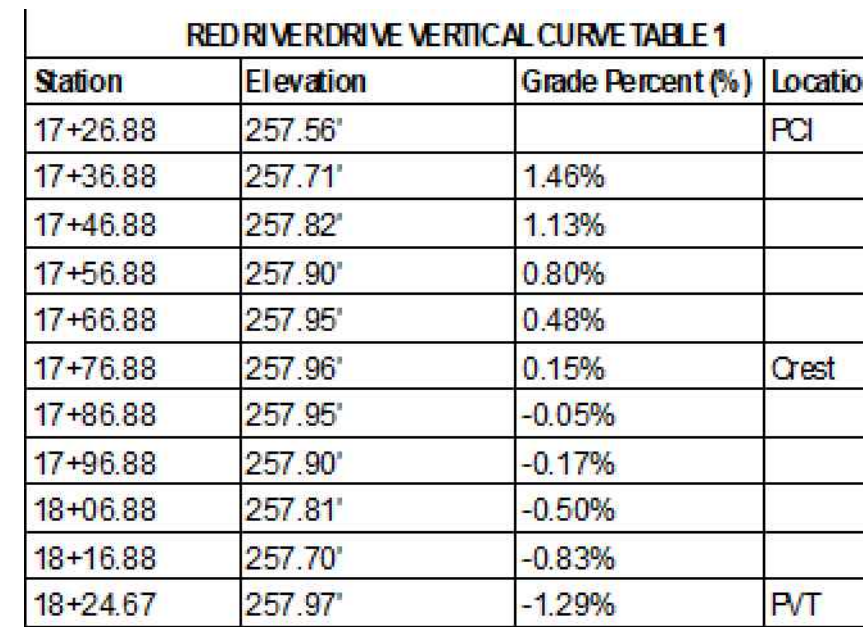
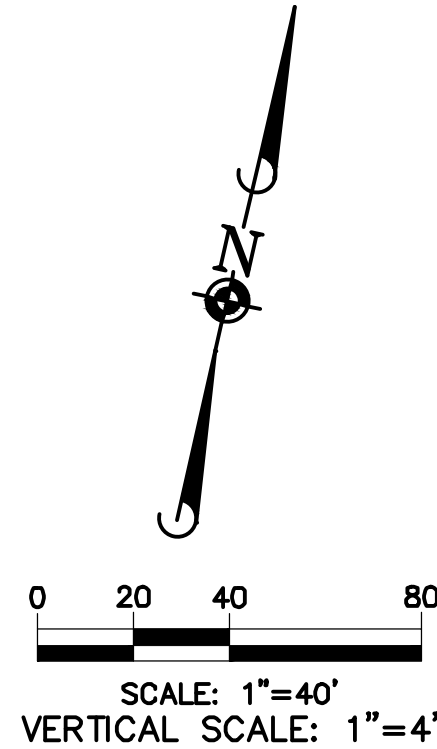
TRAFFIC SIGNAGE & PAVEMENT MARKINGS LAYOUT


SHEET 8 OF 19

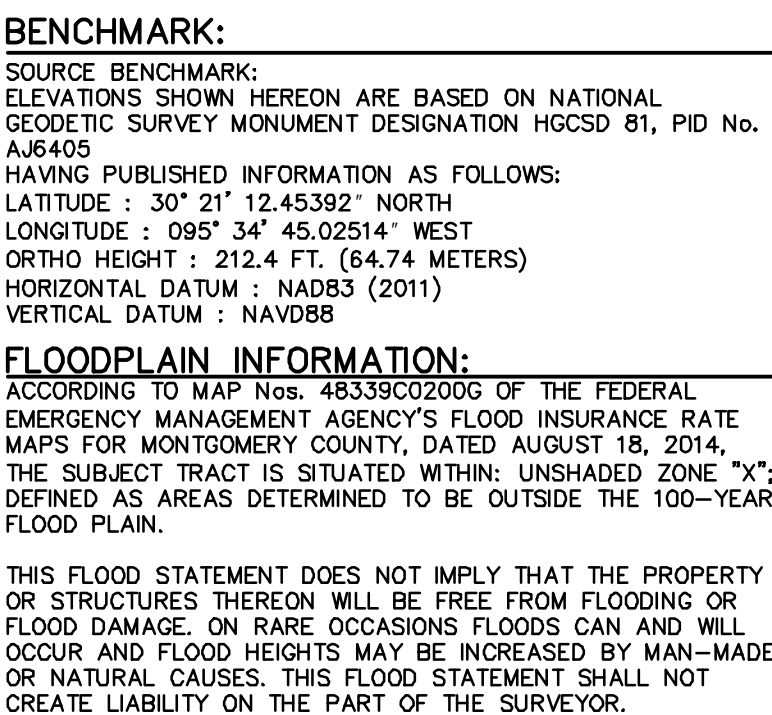
△ CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK
REVISION - PLAN REAPPROVAL

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

DATE

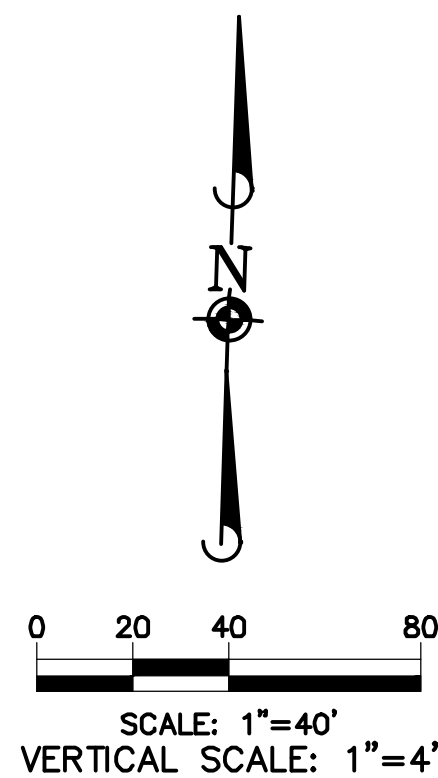


	CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK	
	REVISION - PLAN REAPPROVAL	
<hr/>		<hr/>
CITY OF MONTGOMERY CITY ENGINEER SIGNATURE VALID FOR ONE (1) YEAR		DATE



RED RIVER DRIVE
(STA 13+00 TO 19+00)

SHEET 9 OF 19



FILL NOTES:

- 1) EXISTING DRAINAGE SWALES: ALL EXISTING DRAINAGE SWALES SHALL BE FILLED AS SHOWN WITH MATERIAL FROM EXISTING ADJACENT SPOIL BANKS IN MAXIMUM 8" LOOSE LIFTS AND COMPACTED TO 95% PROCTOR DENSITY AS PER ASTM METHOD D 1557.
- 2) EXISTING DRAINAGE SWALES: ALL EXISTING DRAINAGE SWALES UNDERPOURED CONCRETE PAVEMENT SHALL BE CLEANED, MUCKED OUT AND SCARIFIED TO A MINIMUM DEPTH OF 4" AND FILLED AS SPECIFIED ABOVE IN FILL NOTE NO. 1 NO SEPARATE PAY.
- 3) ROADWAY EMBANKMENT: STRIP 3" OF VEGETATION FROM AREA TO BE FILLED AND RE-COMPACT SOIL TO 95% PROCTOR DENSITY. PLACE FILL MATERIAL AS SPECIFIED IN FILL NOTE NO. 1.

BENCHMARK:
SOURCE BENCHMARK:
ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL
GEODETIC SURVEY MONUMENT DESIGNATION HGCSD 81, PID No.
A.6405
HAVING PUBLISHED INFORMATION AS FOLLOWS:
LATITUDE : 30° 21' 12.45392" NORTH
LONGITUDE : 095° 34' 45.02514" WEST
ORTHO HEIGHT : 212.24 FT. (64.74 METERS)
HORIZONTAL DATUM : NAD83 (2011)
VERTICAL DATUM : NAVD88

FLOODPLAIN INFORMATION:
ACCORDING TO MAP Nos. 48339C0200G OF THE FEDERAL
EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE
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GARRET J. DUHON
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SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200

Garret D

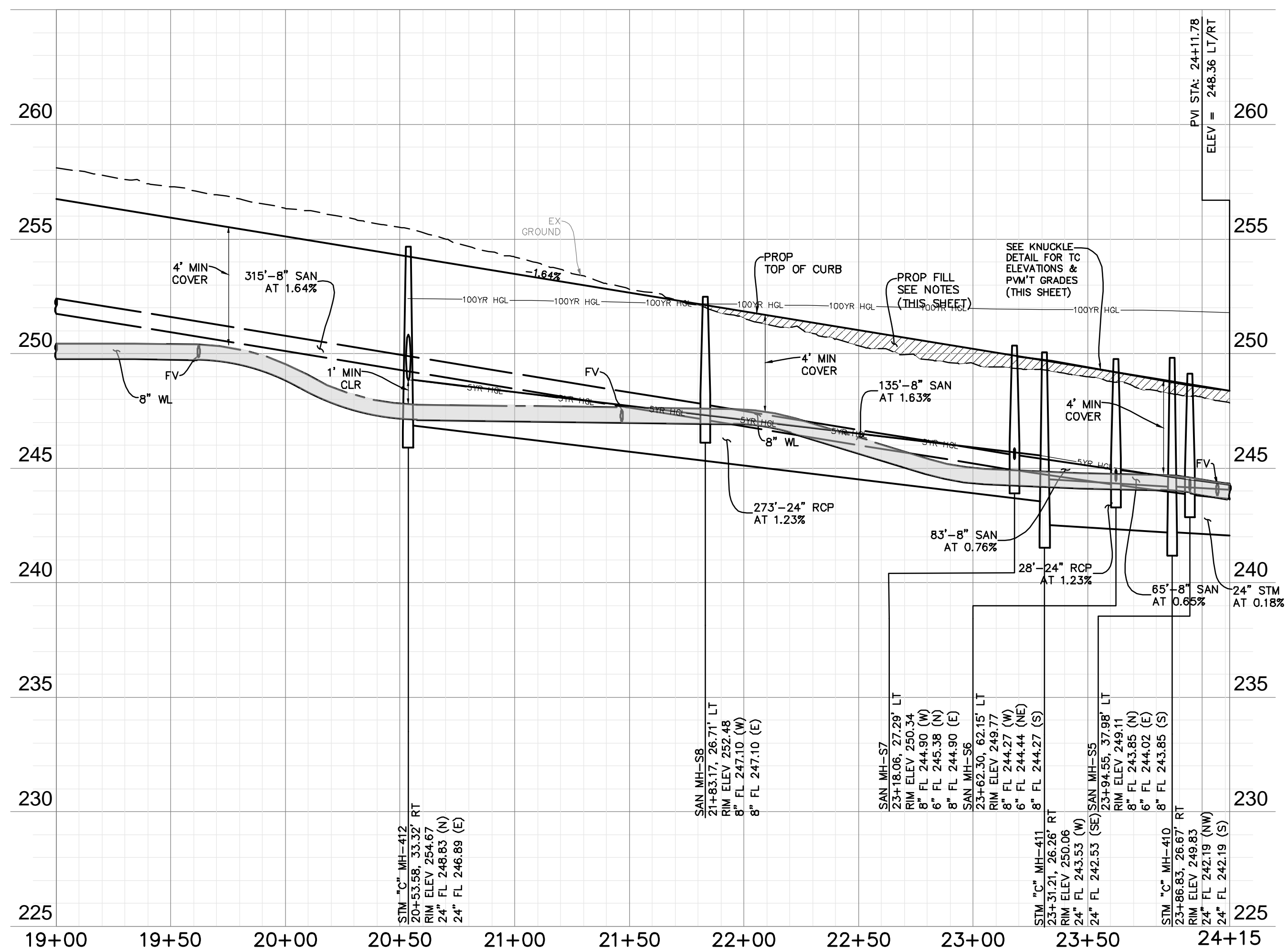
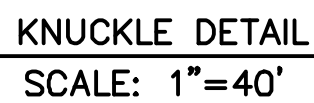
TRPE NO. F-22671

05/03/2024

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK	
	5-29-24
CITY OF MONTGOMERY CITY ENGINEER SIGNATURE VALID FOR ONE (1) YEAR	DATE

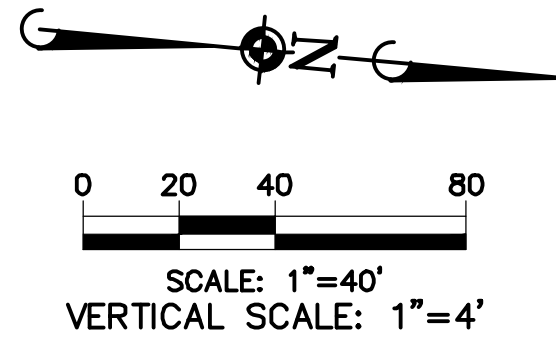
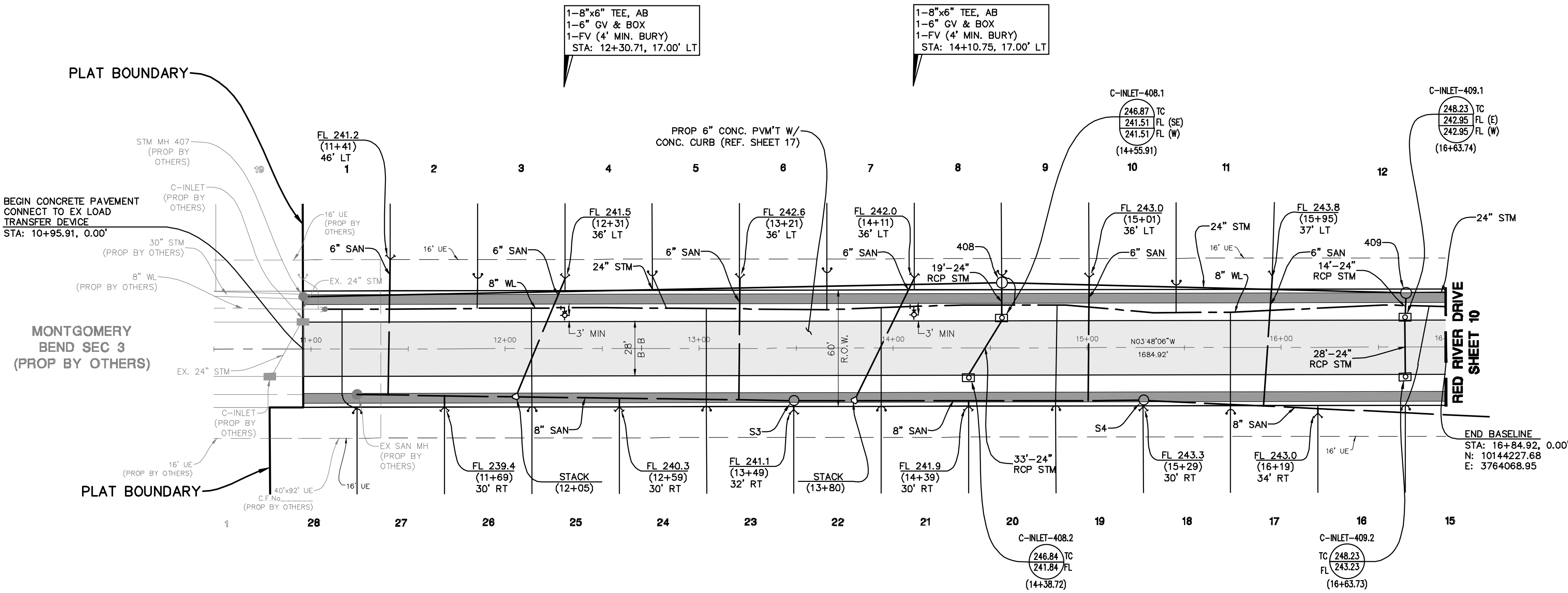
RED RIVER DRIVE
(STA 19+00 TO 24+15)

SHEET 10 OF 19



CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK
REVISION - PLAN REAPPROVAL

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



ELEVATION

land solutions

TBPE REGISTRATION NUMBER F-22671

9709 LAKESIDE BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200

KEY MAP

WATER LINE-SANITARY SEWER CROSSING NOTE:

POSITION ONE FULL SECTION OF RESTRAINED JOINT WATERLINE AND SANITARY SEWER PIPE CENTERED AT CROSSING. INSERT SANITARY SEWER PIPE WITH CEMENT STABILIZED SAND FOR THE TOTAL LENGTH OF ONE PIPE SEGMENT PLUS ONE FOOT BEYOND THE JOINTS ON EACH END. FOR CROSSINGS WHERE PROPOSED WATERLINE IS UNDER PROPOSED SANITARY SEWER, PUT RESTRAINED JOINT DUCTILE IRON PIPE WATERLINE (FOR DIAMETERS LESS THAN 24 INCHES) AND RESTRAINED JOINT PRESSURE RATED (MIN 150 PS) SANITARY 24" MIN CLEARANCE. NO SEPARATE PAY.

FILL NOTES:

- EXISTING DRAINAGE SWALES: ALL EXISTING DRAINAGE SWALES SHALL BE FILLED AS SHOWN WITH MATERIAL FROM EXISTING ADJACENT SPOIL BANKS IN MAXIMUM 8" LOOSE LIFTS AND COMPACTED TO 95% PROCTOR DENSITY AS PER AASHTO TEST METHOD T-99.
- EXISTING DRAINAGE SWALES: ALL EXISTING DRAINAGE SWALES UNDER PROPOSED CONCRETE PAVEMENT SHALL BE CLEANED, MUCKED OUT AND SCARIFIED TO A MINIMUM DEPTH OF 6" AND FILLED AS SPECIFIED ABOVE IN FILL NOTE NO. 1 NO SEPARATE PAY.
- ROADWAY EMBANKMENT: STRIP 3" OF VEGETATION FROM AREA TO BE FILLED AND RE-COMPACT SOIL TO 95% PROCTOR DENSITY. PLACE FILL MATERIAL AS SPECIFIED IN FILL NOTE NO. 1

BENCHMARK:

SOURCE BENCHMARK:
ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY MONUMENT DESIGNATION HGCSO 81, PID NO. A6405
HAVING PUBLISHED INFORMATION AS FOLLOWS:
LATITUDE : 30° 21' 12.45392" NORTH
LONGITUDE : 095° 34' 45.02514" WEST
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VERTICAL DATUM : NAVD88

FLOODPLAIN INFORMATION:

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DATE	REVISION	APP.
6/18/25	NEW CITY SIGNATURE BLOCK	AG

GARRET J. DUHON
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200

Garret J. Duhon

TBPE NO. F-22671

05/03/2024

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK

Chris Rognan

5-29-24

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

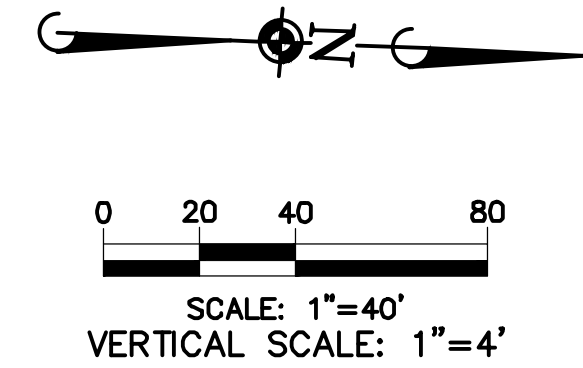
DATE

LOST WAGON DRIVE

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK
REVISION - PLAN REAPPROVAL

CITY OF MONTGOMERY CITY ENGINEER
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POSITION ONE FULL SECTION OF RESTRAINED JOINT WATERLINE AND SANITARY SEWER PIPE CENTERED AT CROSSING. INSERT SANITARY SEWER PIPE WITH CEMENT STABILIZED SAND FOR THE TOTAL LENGTH OF ONE PIPE SEGMENT PLUS ONE FOOT BEYOND THE JOINTS ON EACH END. FOR CROSSINGS WHERE PROPOSED WATERLINE IS UNDER PROPOSED SANITARY SEWER, PUT RESTRAINED JOINT DUCTILE IRON PIPE WATERLINE (FOR DIAMETERS LESS THAN 24 INCHES) AND RESTRAINED JOINT PRESSURE RATED (MIN 150 PSI) 24" MIN CLEARANCE. NO SEPARATE PAY.

FILL NOTES:

- 1) EXISTING DRAINAGE SWALES: ALL EXISTING DRAINAGE SWALES SHALL BE FILLED AS SHOWN WITH MATERIAL FROM EXISTING ADJACENT SLOPE BANKS IN MAXIMUM 8" LOOSE LIMITS AND COMPACTED TO 95% PROCTOR DENSITY AS PER AASHTO TEST METHOD T-99.
- 2) EXISTING DRAINAGE SWALES: ALL EXISTING DRAINAGE SWALES UNDER PROPOSED CONCRETE PAVEMENT SHALL BE CLEANED, MUCKED OUT AND SCARIFIED TO A MINIMUM DEPTH OF 6" AND FILLED AS SPECIFIED ABOVE IN FILL NOTE NO. 1 NO SEPARATE PAY.
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SOURCE BENCHMARK:
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AJ6405
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VERTICAL DATUM : NAVD88

FLOODPLAIN INFORMATION:
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[illegible]

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SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200

Garret D

TRBF NO. F-27671

05/03/2024

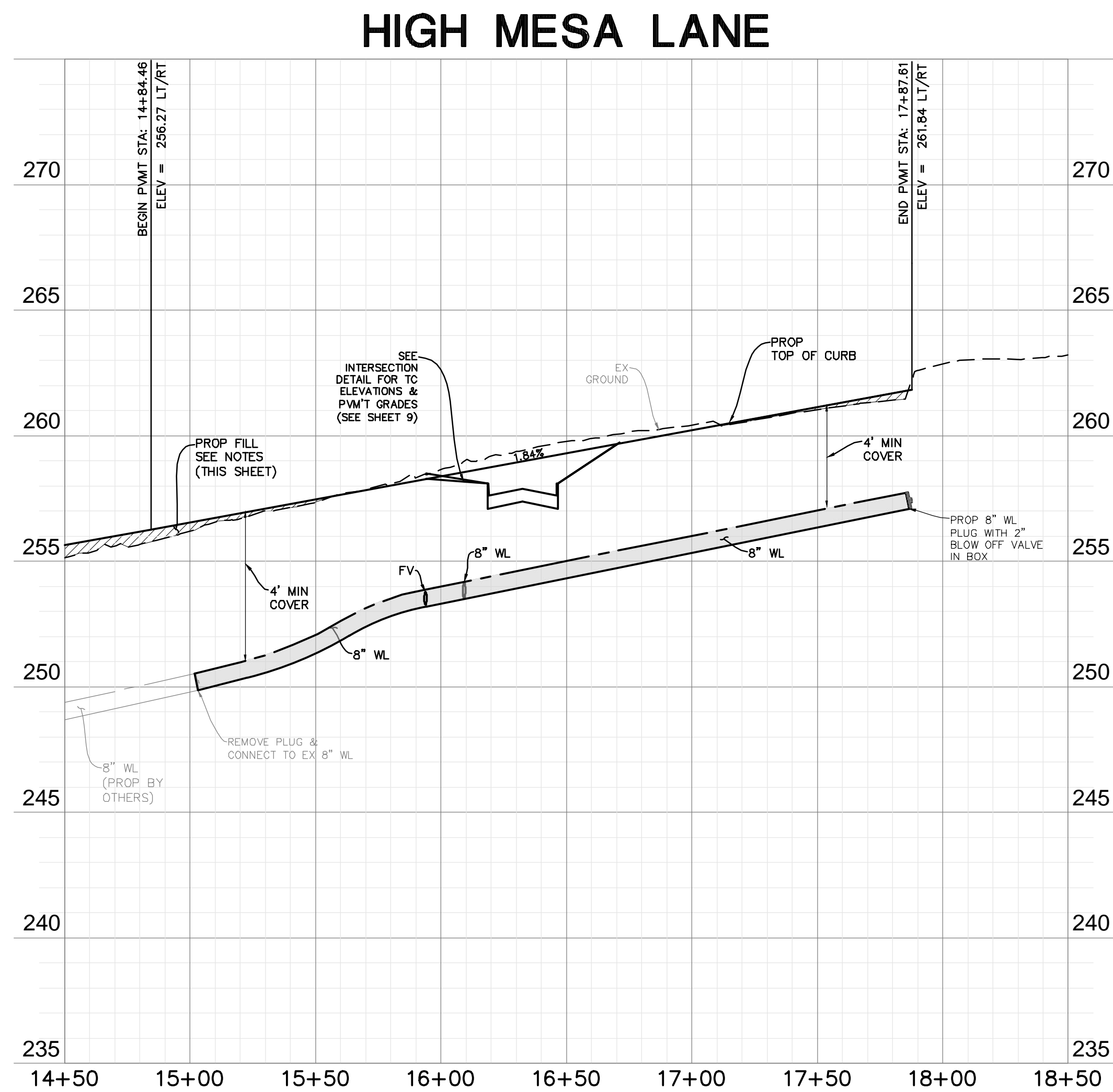
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Chris Rognonez 5-29-24

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

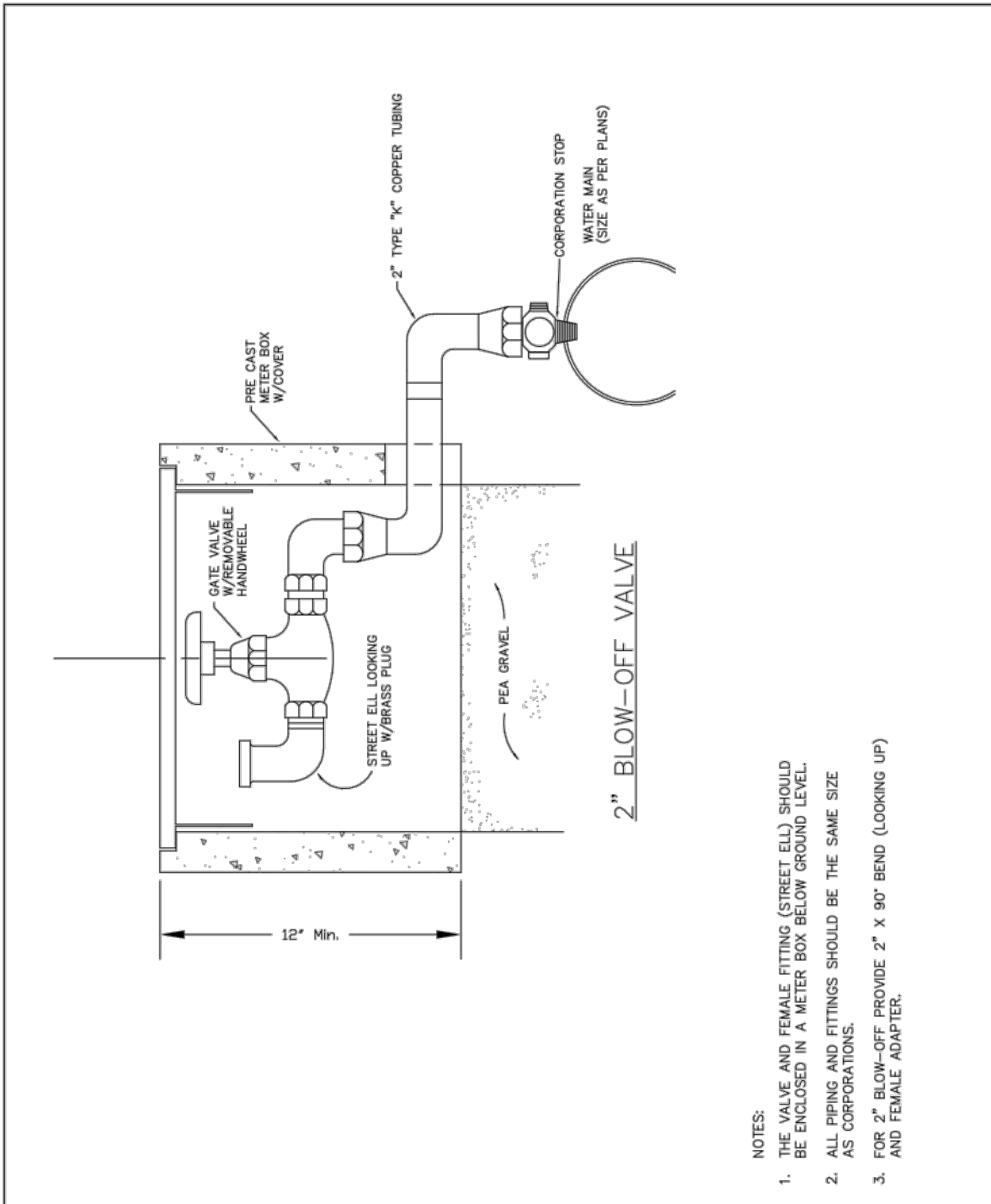
HIGH MESA LANE

SHEET 12 OF 19

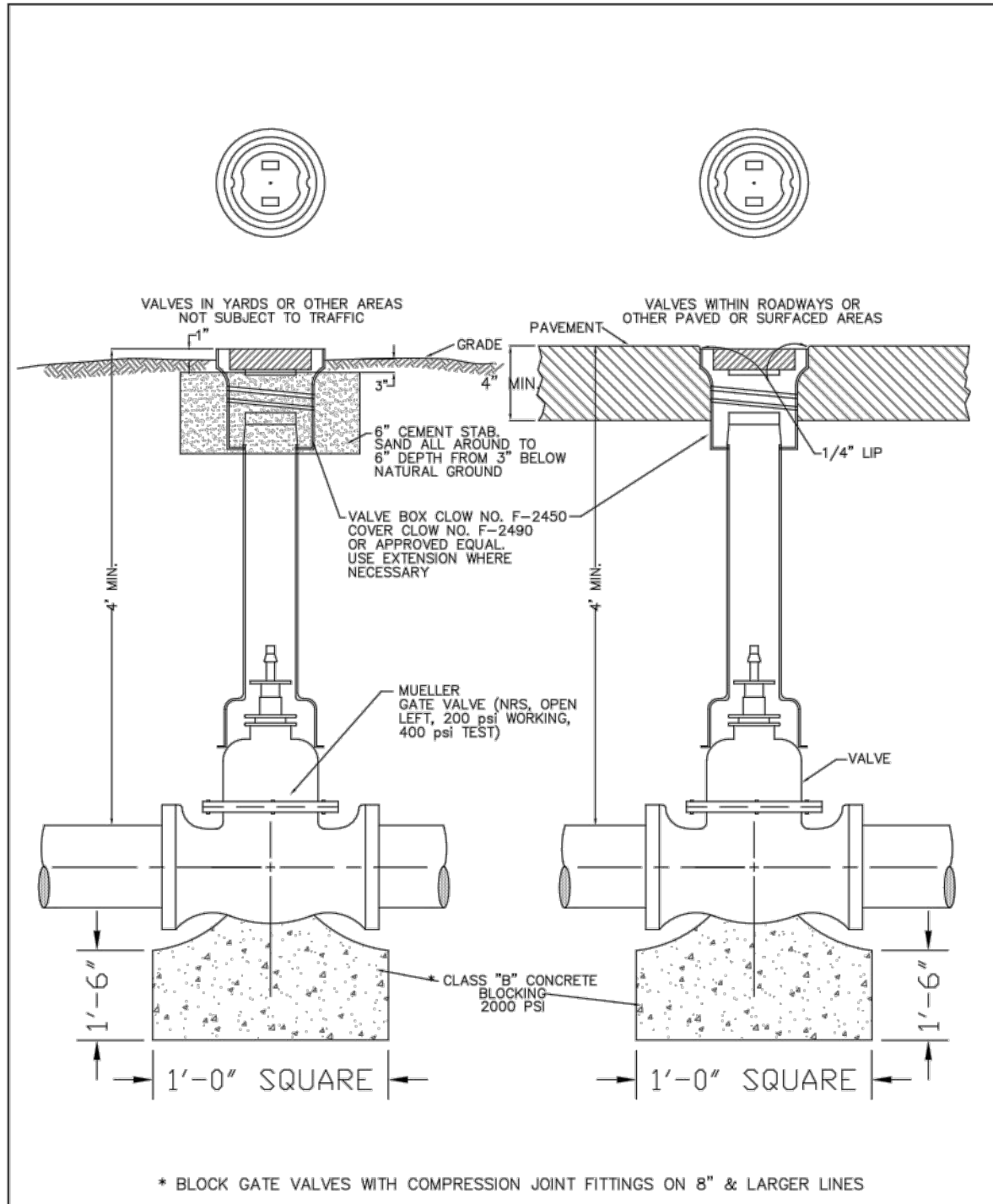


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REVISION - PLAN REAPPROVAL

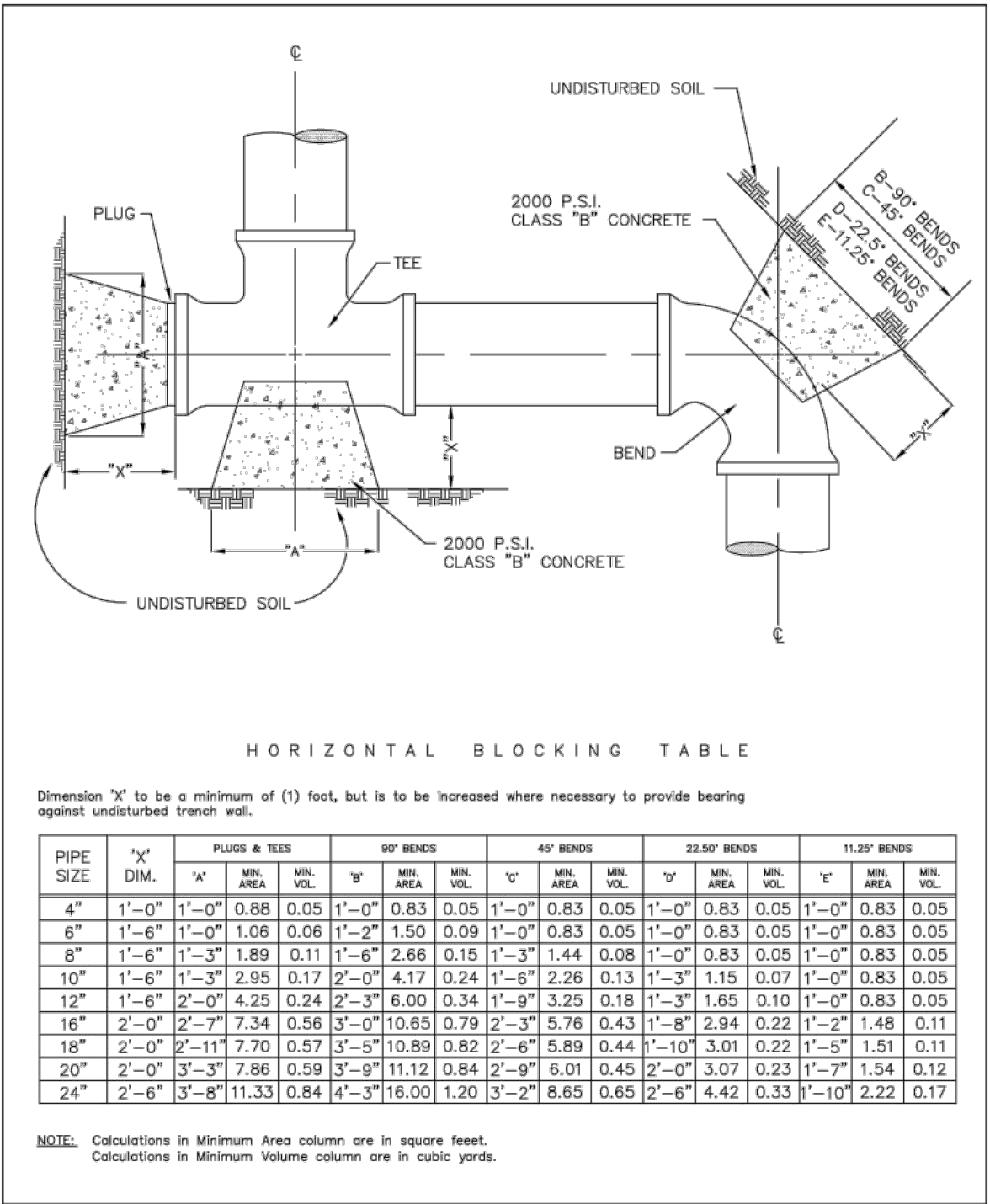
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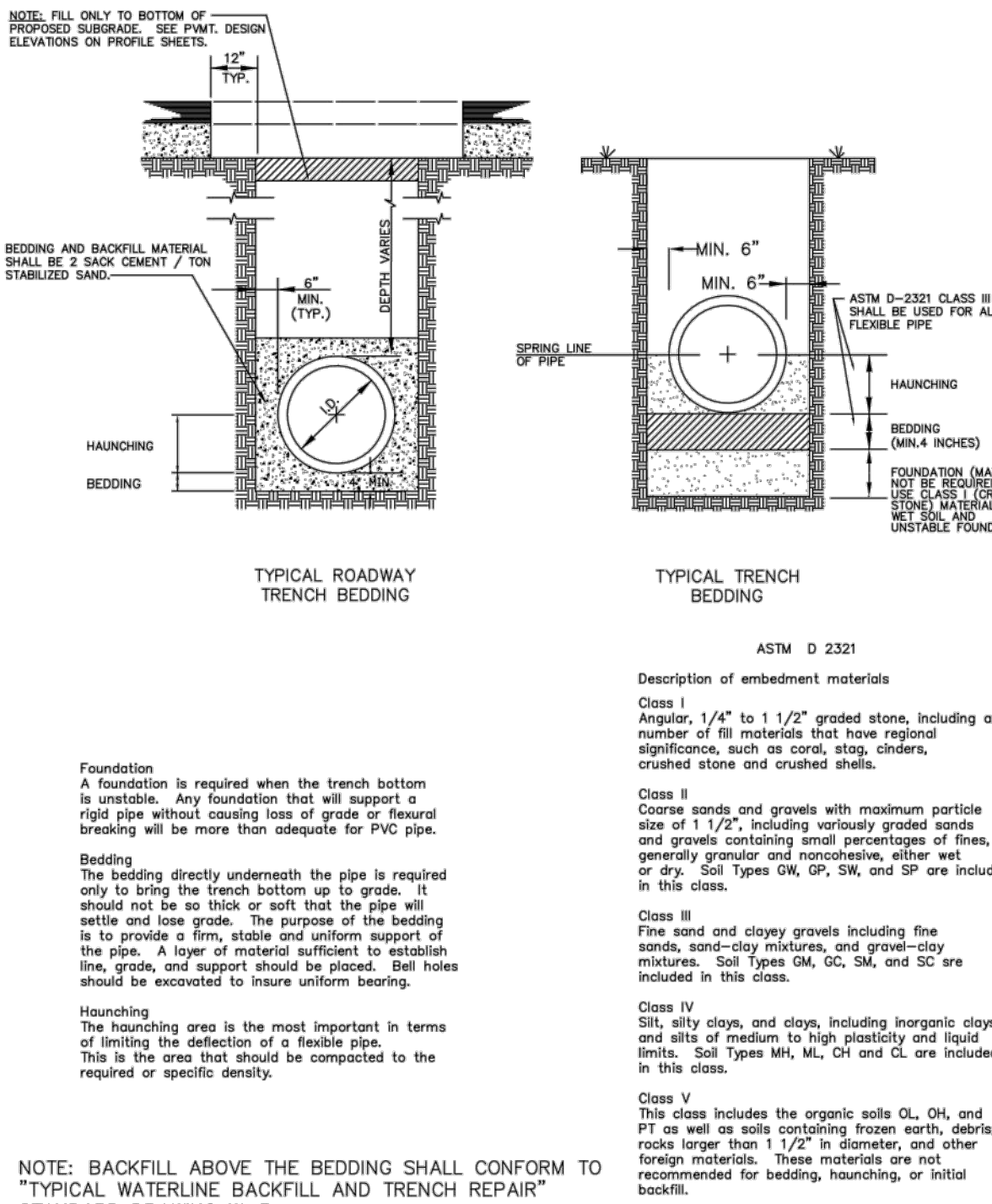
REVISIONS	CITY OF MONTGOMERY 2" BLOW-OFF VALVE FOR WATERLINE	WATER
		W-13



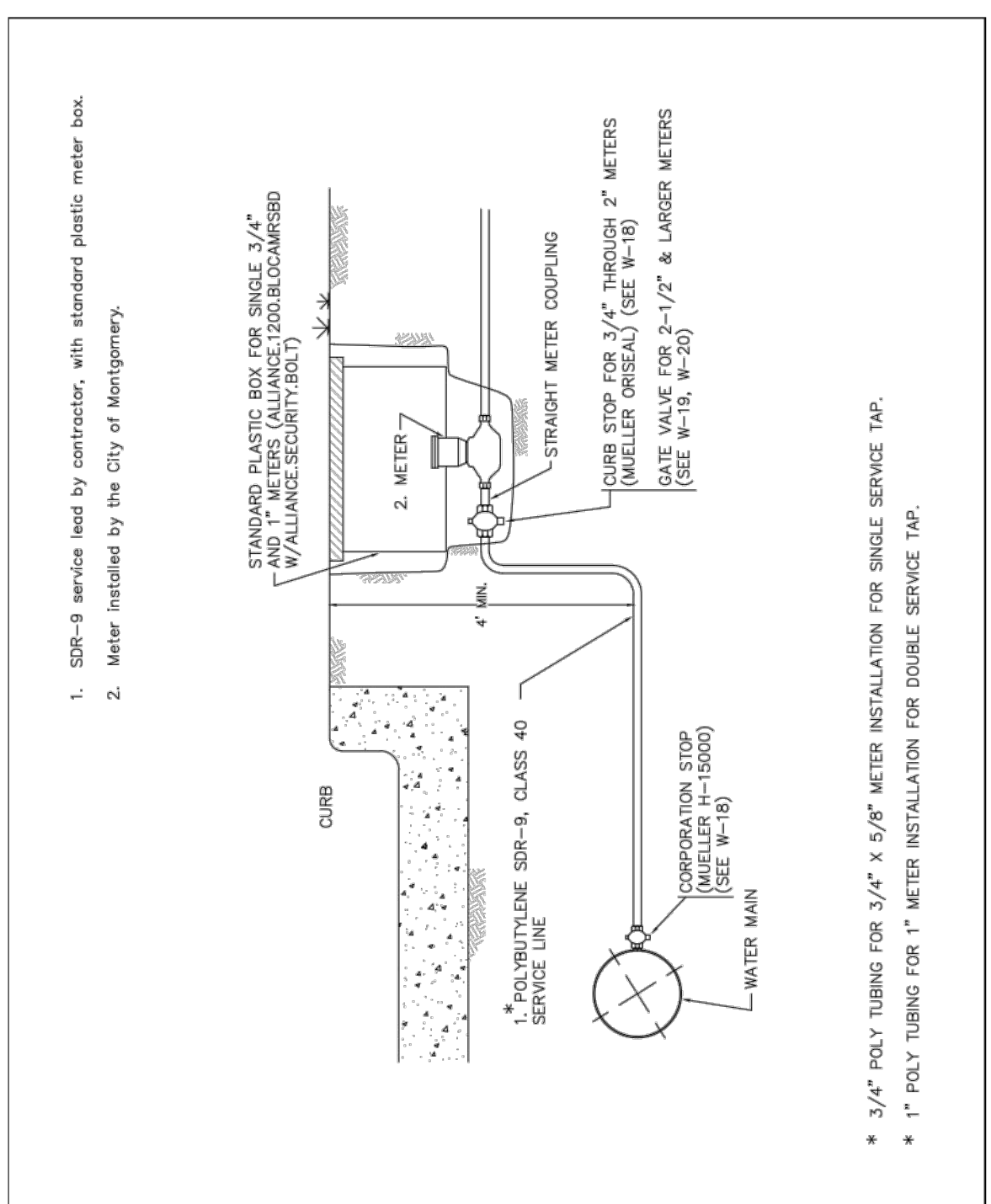
REVISIONS	CITY OF MONTGOMERY GATE VALVE & BOX INSTALLATION 14" AND SMALLER WATERLINE	WATER
		W-11



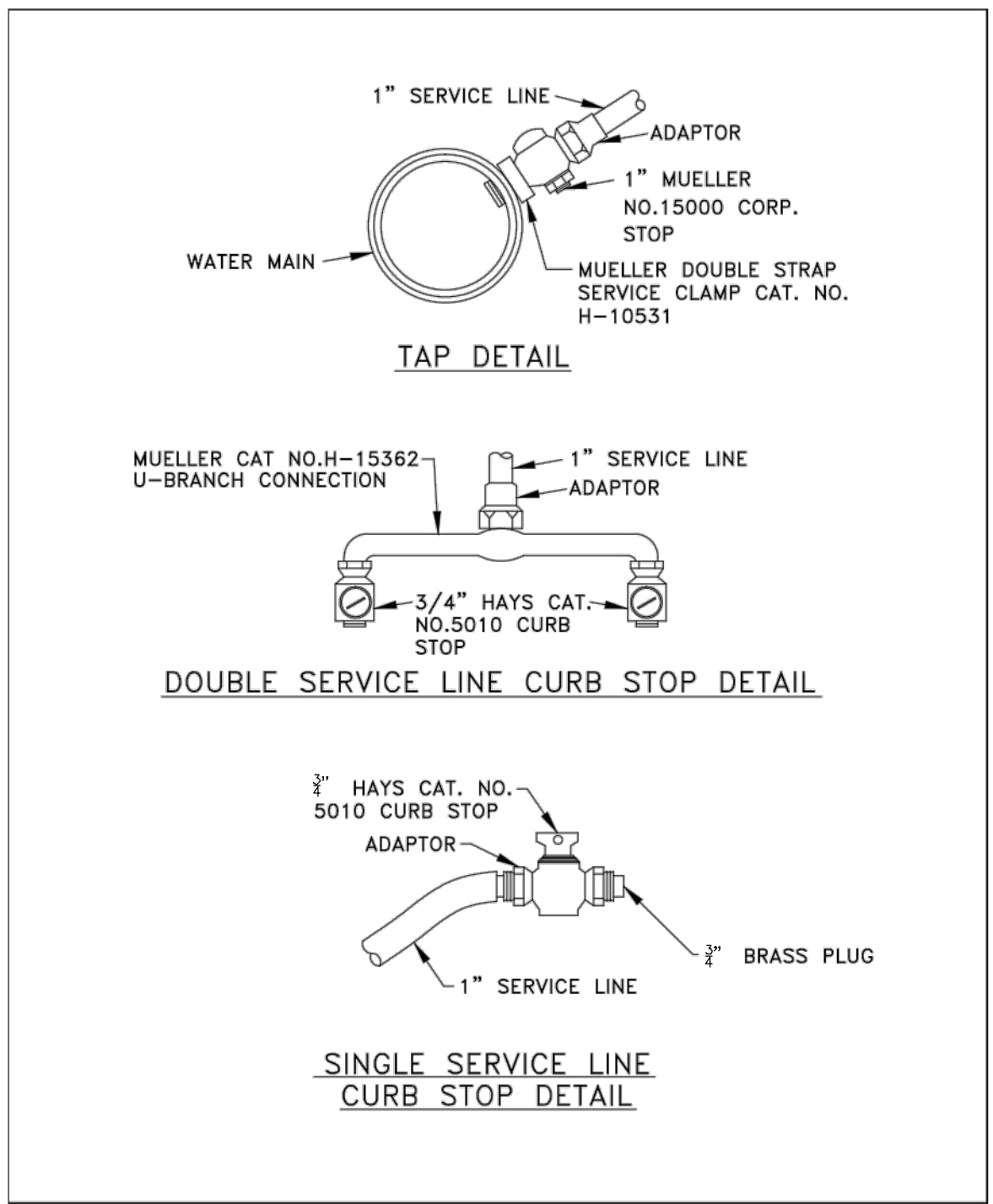
REVISIONS	CITY OF MONTGOMERY HORIZONTAL BLOCKING FOR WATERLINE	WATER
		W-2



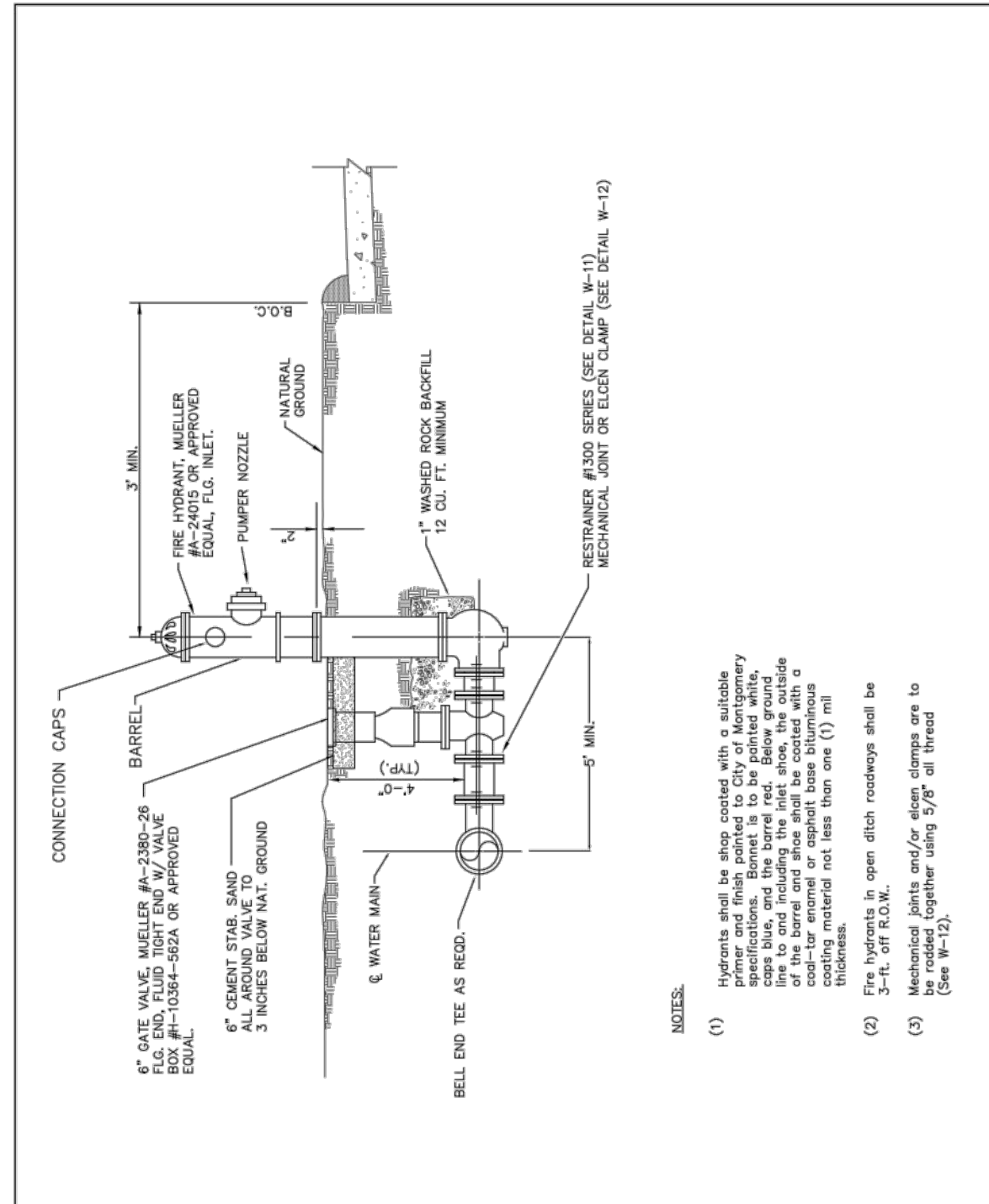
REVISIONS	CITY OF MONTGOMERY TYPICAL WATERLINE BEDDING AND TRENCH DETAIL	WATER
		W-1



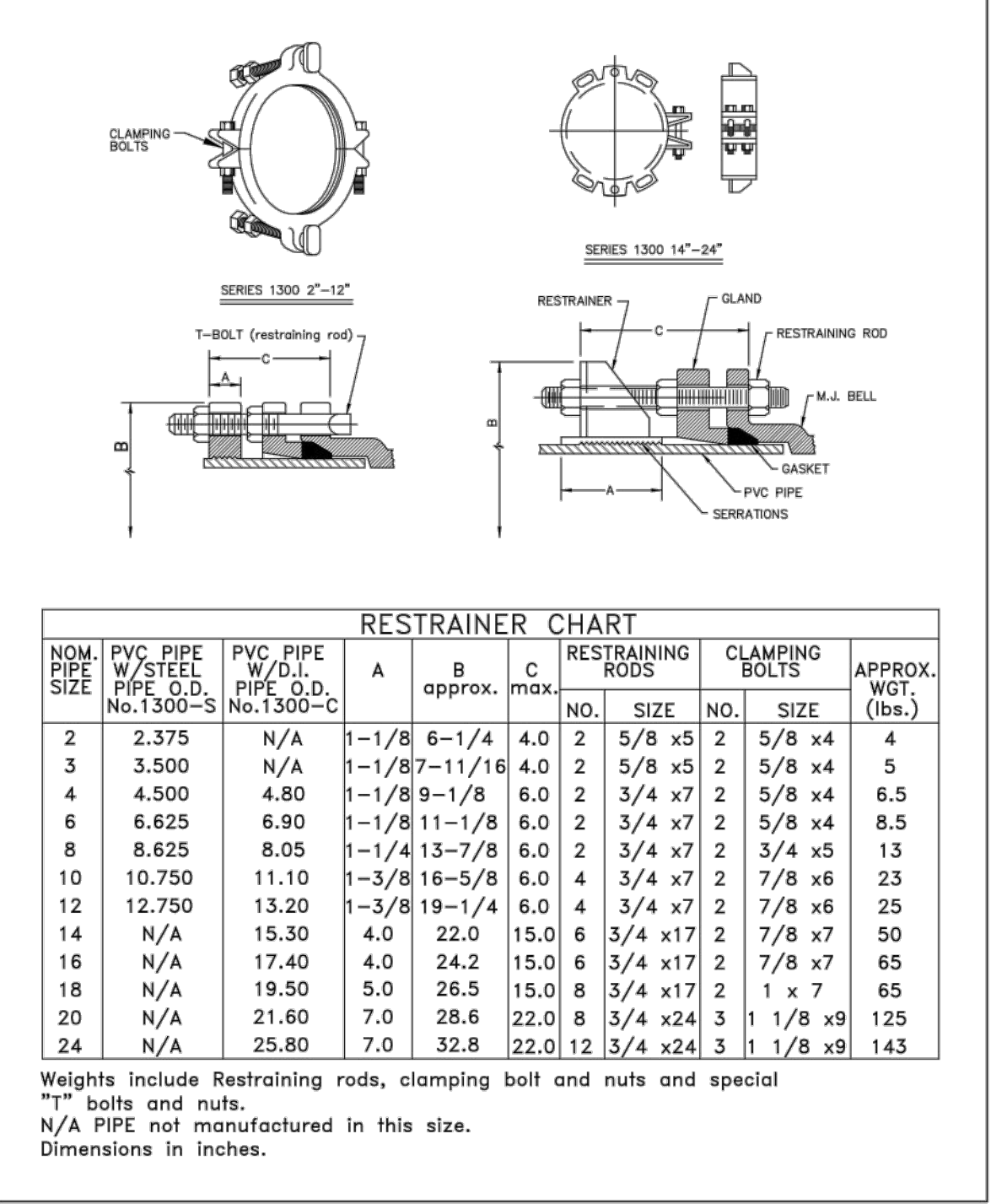
REVISIONS	CITY OF MONTGOMERY WATER SERVICE CONNECTION	WATER
10-2013	REVISED NOTES SERVICE SIZE	W-8



REVISIONS	CITY OF MONTGOMERY CURB STOP & TAP FOR WATERLINE	WATER
10-2013	REVISED SERVICE LINE SIZE	W-10



REVISIONS	CITY OF MONTGOMERY FIRE HYDRANT INSTALLATION	WATER
		W-15



REVISIONS	CITY OF MONTGOMERY WATERLINE RESTRAINER	WATER
		W-3

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK

REVISION - PLAN REAPPROVAL

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

DATE

ELEVATION

land solutions

TBPE REGISTRATION NUMBER F-22671

9709 LAKESIDE BLVD, SUITE 200

THE WOODLANDS, TX 77381 832-823-2200

DATE

6/18/25

REVISION

NEW CITY SIGNATURE BLOCK

APP.

AG

Garret J. DUHON

9709 LAKESIDE BLVD.

SUITE 200

THE WOODLANDS, TX 77381

(832) 823-2200

Garret J. DUHON

130733

PROFESSIONAL ENGINEER

05/03/2024

TBPE NO. F-22671

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK

Chris Rognan

5-29-24

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

DATE

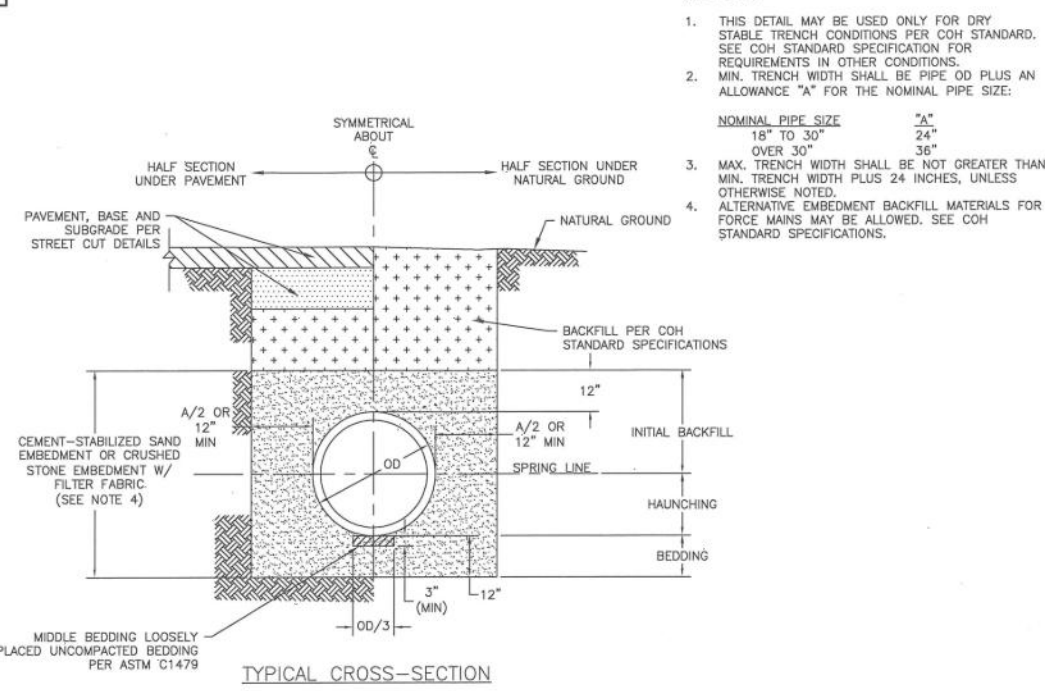
WATER DETAILS

SHEET 13 OF 19

ELEVATION LAND SOLUTIONS - MONTGOMERY BEND SEC. 4 - PROJECT NO. 610.126.008.00

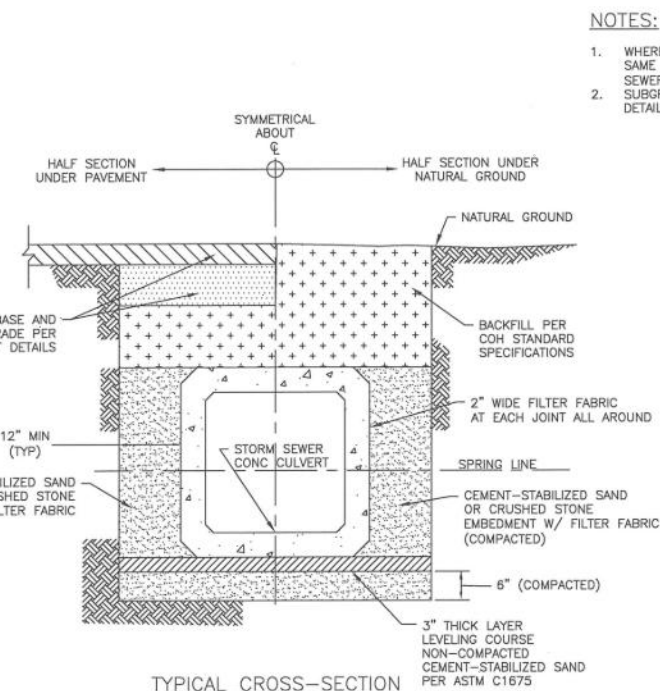
204

02317-03



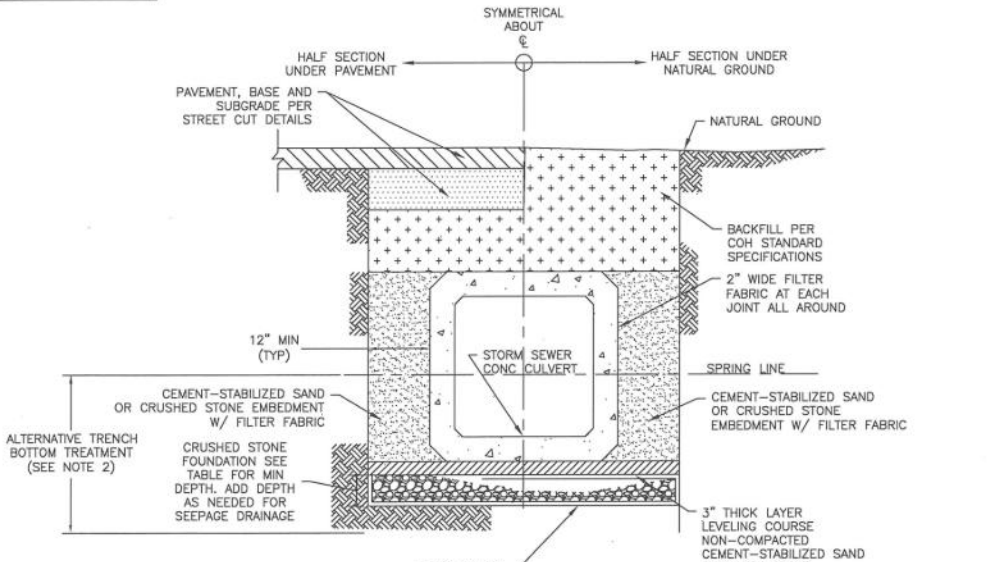
SANITARY OR STORM SEWER BEDDING AND BACKFILL FOR DRY STABLE TRENCH NTS

02317-05



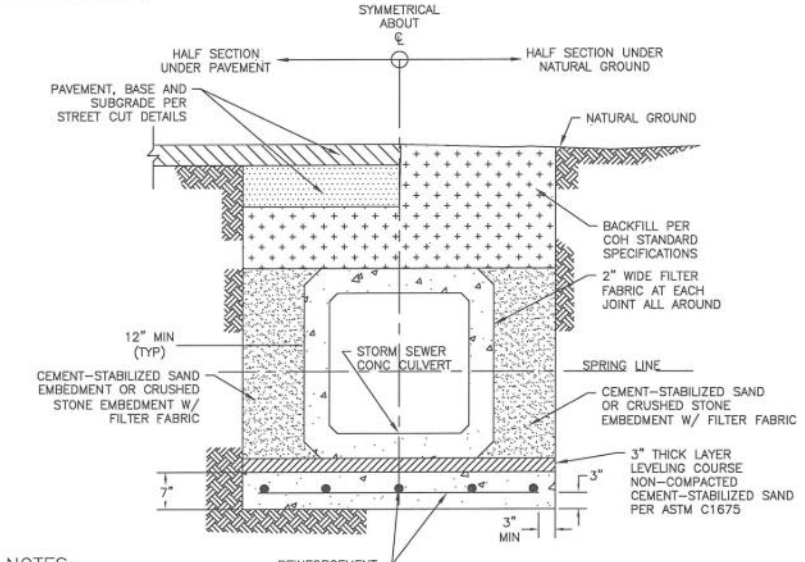
PRECAST CONCRETE BOX STORM SEWER BEDDING AND BACKFILL FOR DRY STABLE TRENCH NTS

02317-06



PRECAST CONCRETE BOX STORM SEWER BEDDING AND BACKFILL FOR WET STABLE TRENCH NTS

02317-07



PRECAST CONCRETE BOX STORM SEWER BEDDING AND BACKFILL WITH SEAL SLAB NTS

FIRM INFORMATION
ENGINEER'S SEAL
CITY OF HOUSTON
HOUSTON PUBLIC WORKS

STORM SEWER
02317-03 THROUGH 07

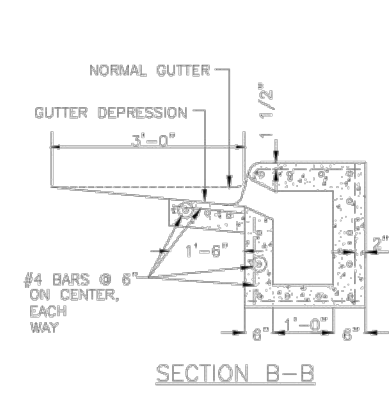
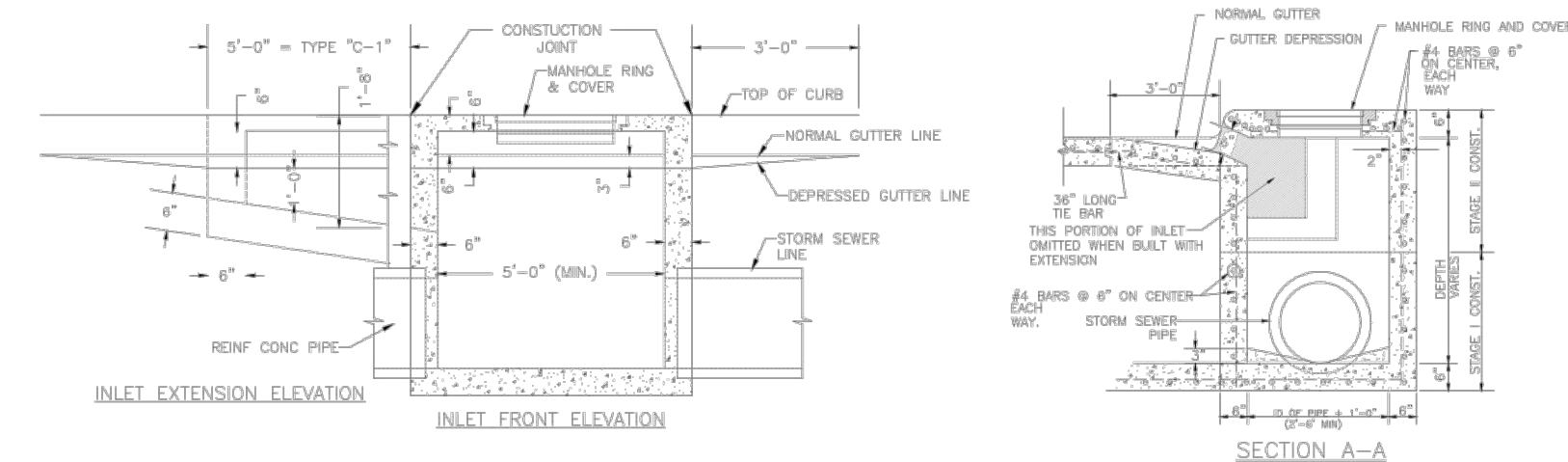
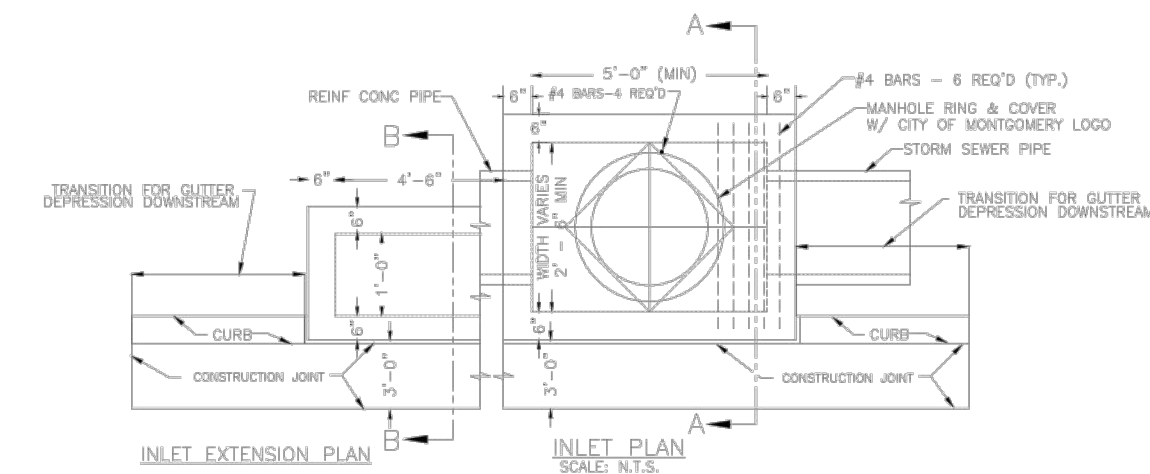
APPROVED BY: *[Signature]* ENGINEER
APPROVED BY: *[Signature]* DIRECTOR

EFFECTIVE DATE: JUL-01-2019
FOR CITY OF HOUSTON USE ONLY

SHEET NO.

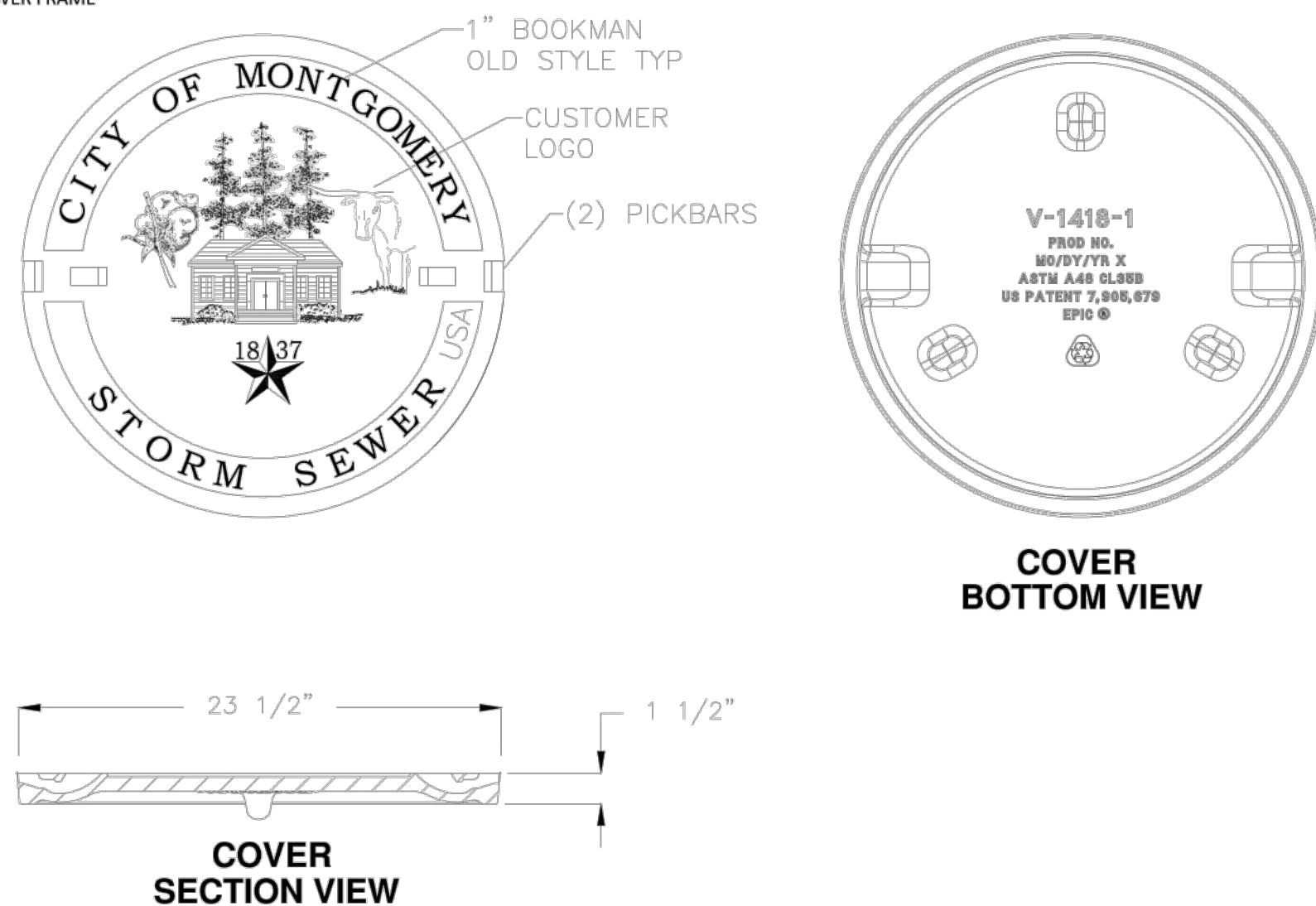
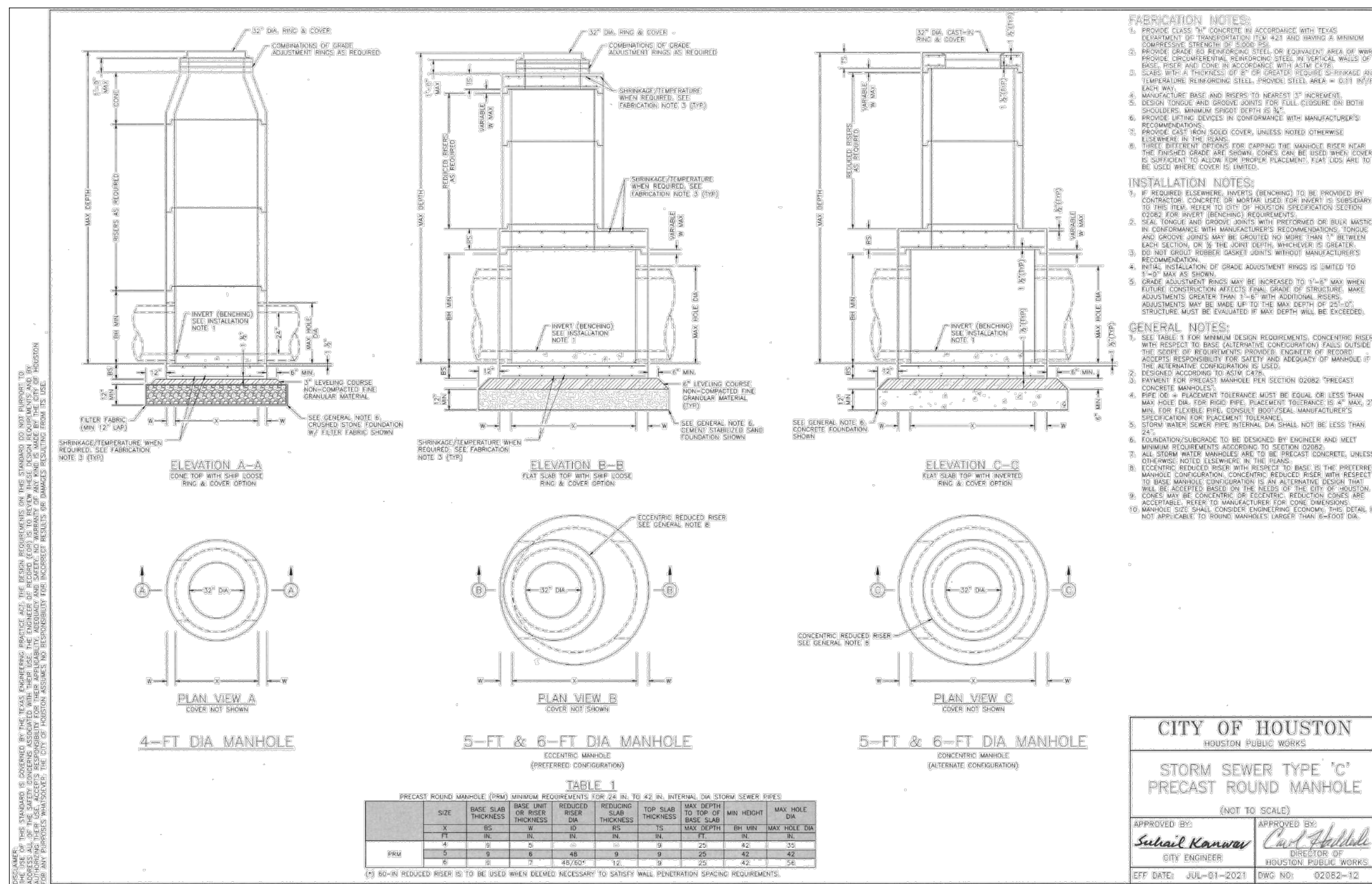
NOTES:

- ALL MANHOLE LIDS TO BE STAMPED WITH "CITY OF MONTGOMERY".
- CONNECTIONS MADE TO THE CITY OF MONTGOMERY'S STORM SEWER SYSTEM SHALL BE COORDINATED AND INSPECTED BY THE CITY'S PUBLIC WORKS OFFICE.
- PIPE MATERIAL SHALL BE RCP, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
- A DOWEL/EPOXY CONSTRUCTION JOINT IS REQUIRED AROUND THE INLET BOX WHEN BEING PROPOSED IN CONCRETE.
- PROPOSED CAST-IN-PLACE INLETS, CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,500 PSI AT 28 DAYS.

CITY OF MONTGOMERY
TYPE - C-1
STORM SEWER INLETDRAINAGE
D-1

NOTES:

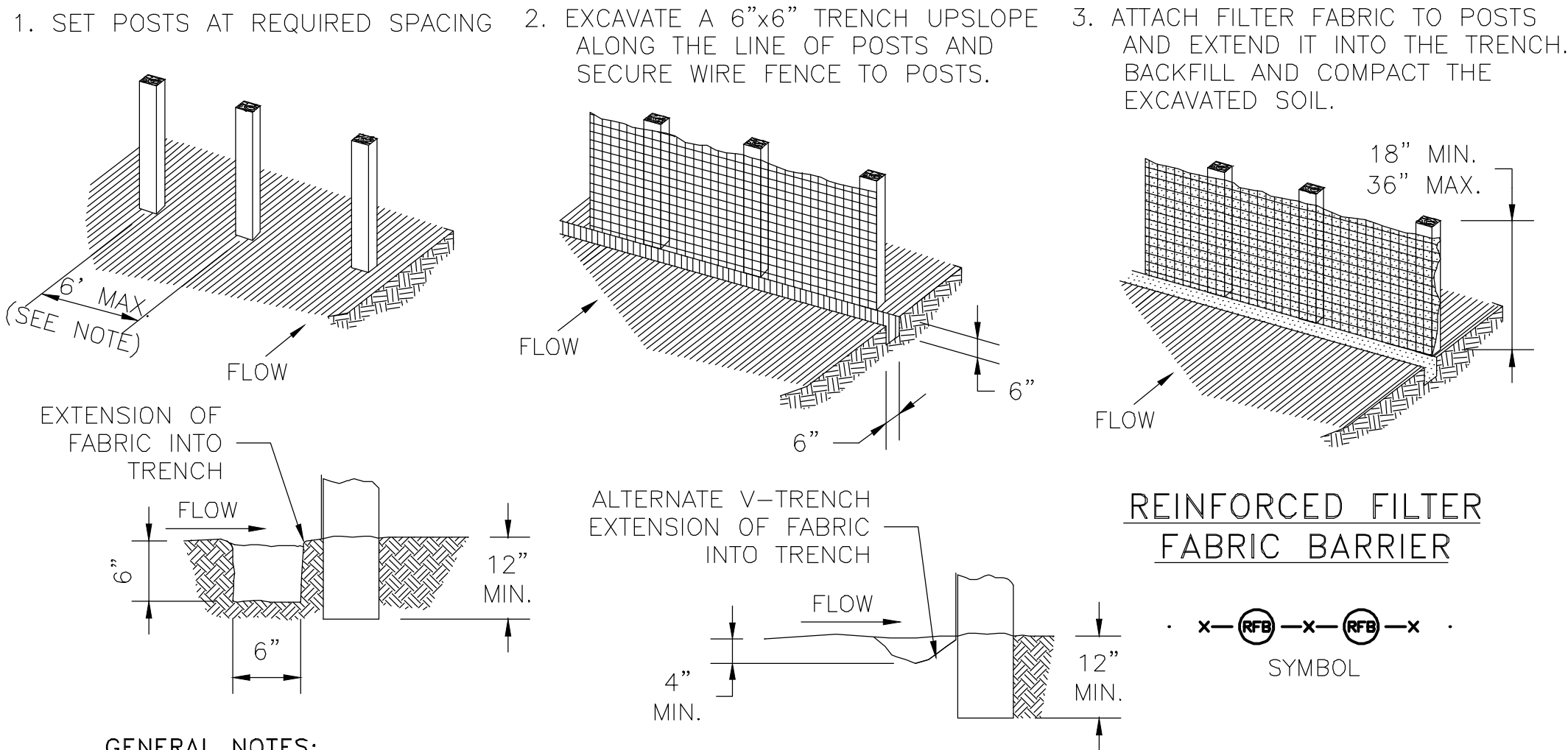
- APPROXIMATE WEIGHT
FRAME - 170LB
COVER - 270LB
- MATERIAL TO BE GRAY CAST IRON (ASTM A48 C135B).
- CASTING TO MEET M306 PROOF LOAD SPECIFICATIONS.
- ALL MANHOLE COVERS WILL NEED TO BE APPROVED BY THE CITY ENGINEER AND DIRECTOR OF PUBLIC WORKS PRIOR TO ACCEPTANCE OF THE PUBLIC INFRASTRUCTURE.
- COVER TO BE INSTALLED WITH SANITARY SEWER FRAME OF CORRESPONDING SIZE.

CITY OF MONTGOMERY
STORM SEWER
MANHOLE COVERDRAINAGE
D-5CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK
REVISION - PLAN APPROVALCITY OF MONTGOMERY CITY ENGINEER
SIGNATURE VALID FOR ONE (1) YEAR

DATE

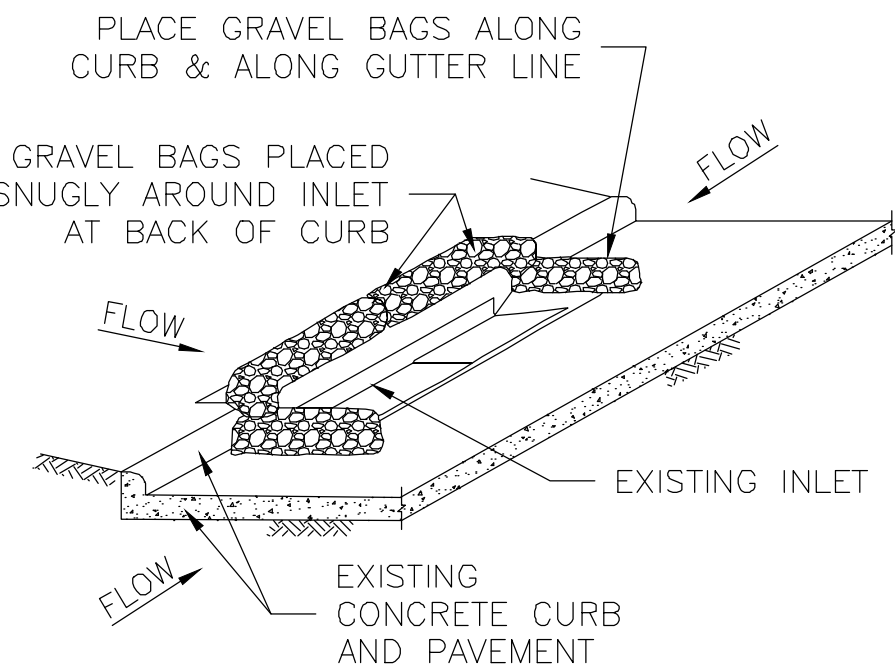
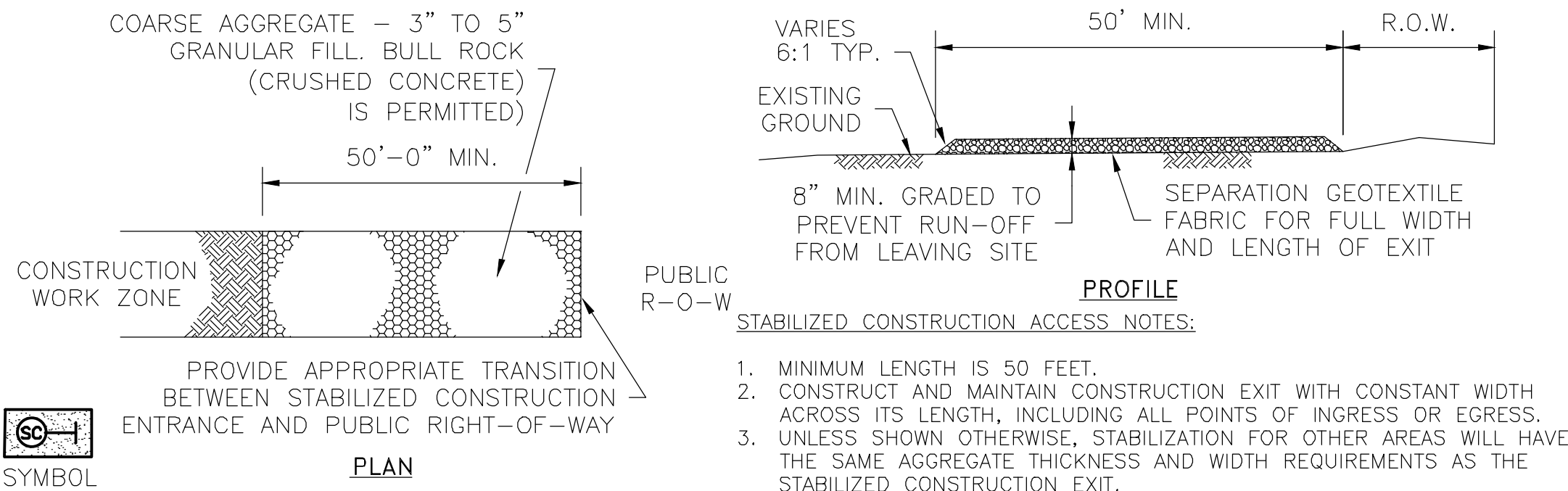
STORM SEWER
DETAILS

SHEET 15 OF 19



GENERAL NOTES:

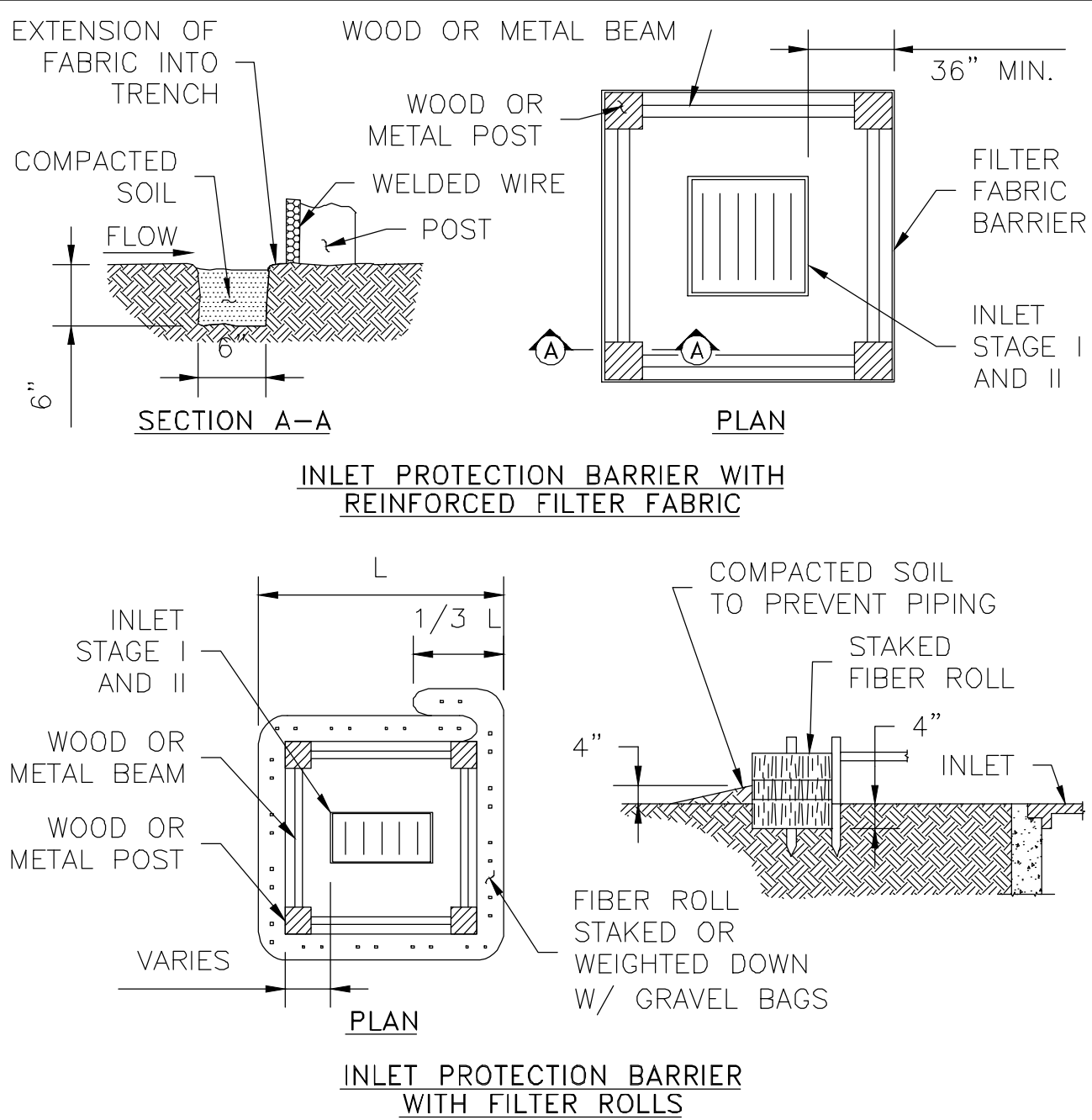
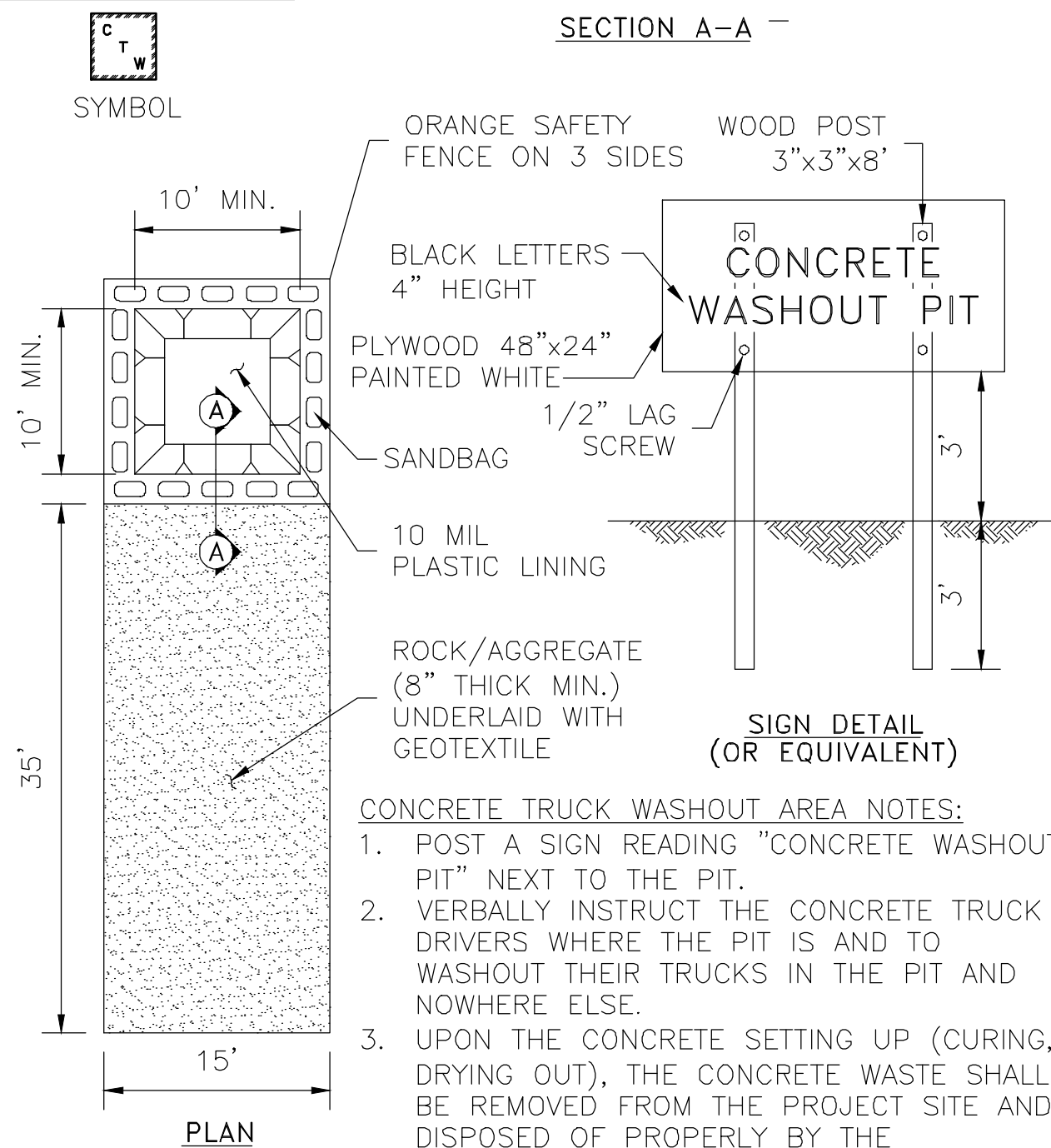
1. SECURELY FASTEN MESH FENCING TO POSTS WITH STAPLES OR TIE WIRES.
2. SECURELY FASTEN FILTER FABRIC TO MESH FENCING.
3. WHEN TWO SECTIONS OF FILTER FABRIC ADJOIN EACH OTHER, OVERLAP 6 INCHES AT A POST, FOLD TOGETHER, AND ATTACH TO A POST.
4. REMOVE SEDIMENT DEPOSITS WHEN SILT REACHES ONE-THIRD OF THE HEIGHT OF THE FENCE IN DEPTH.



GENERAL NOTES:

1. REMOVE SEDIMENT DEPOSIT WHEN THE SEDIMENT HAS ACCUMULATED TO ONE-THIRD THE HEIGHT OF THE BARRIER.
2. GRAVEL BAGS SHALL NOT BLOCK THROAT OF INLET UNLESS DIRECTED BY ENGINEER.

CONCRETE TRUCK WASHOUT AREA



INLET PROTECTION BARRIERS FOR STAGE I INLETS



GENERAL NOTES:

1. MINIMUM LENGTH IS AS SHOWN ON CONSTRUCTION DRAWINGS OR 50 FEET, WHICHEVER IS MORE.
2. CONSTRUCT AND MAINTAIN CONSTRUCTION EXIT WITH CONSTANT WIDTH ACROSS ITS LENGTH, INCLUDING ALL POINTS OF INGRESS OR EGRESS.
3. UNLESS SHOWN ON THE CONSTRUCTION DRAWINGS, STABILIZATION FOR OTHER AREAS WILL HAVE THE SAME AGGREGATE THICKNESS AND WIDTH REQUIREMENTS AS THE STABILIZED CONSTRUCTION EXIT.
4. WHEN SHOWN ON THE CONSTRUCTION DRAWINGS, WIDEN OR LENGTHEN STABILIZED AREA TO

OUTLET SEDIMENT TRAP FOR THE TRUCK WASHING

5. PROVIDE PERIODIC TOP DRESSING WITH ADDITIONAL

6. PERIODICALLY TURN AGGREGATE TO EXPOSE A CLEAN

7. MINIMUM 14' WIDTH FOR ONE WAY TRAFFIC AND 20'



DATE	REVISION	APP.
6/18/25	NEW CITY SIGNATURE BLOCK	AG

GARRET J. DUHON
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200

STATE OF TEXAS
GARRET J. DUHON
130733
LICENSED PROFESSIONAL ENGINEER

TBPE NO. F-22671 05/03/2024

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK	
<i>Chris Reynolds</i>	5-29-24
CITY OF MONTGOMERY CITY ENGINEER SIGNATURE VALID FOR ONE (1) YEAR	DATE

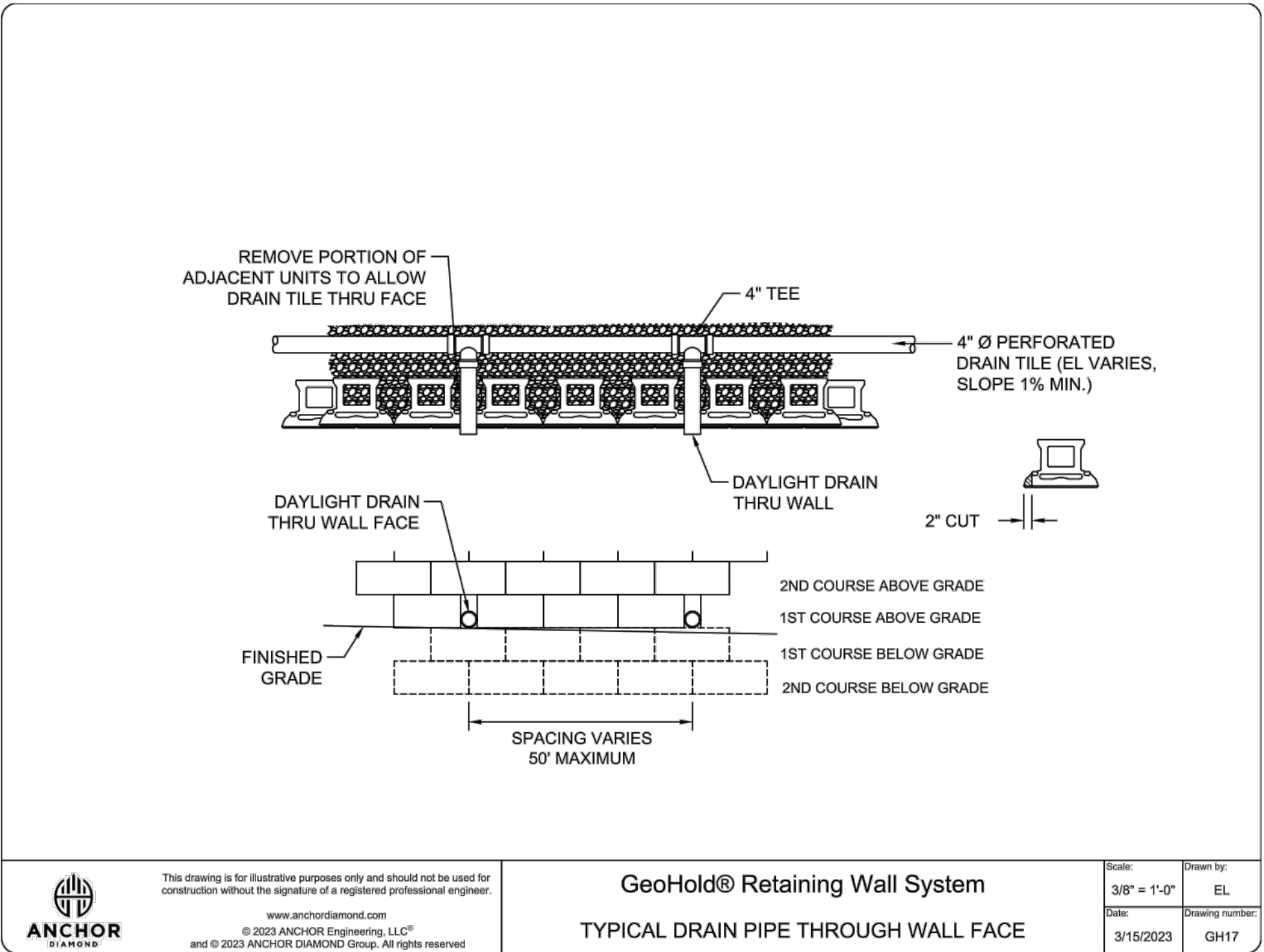
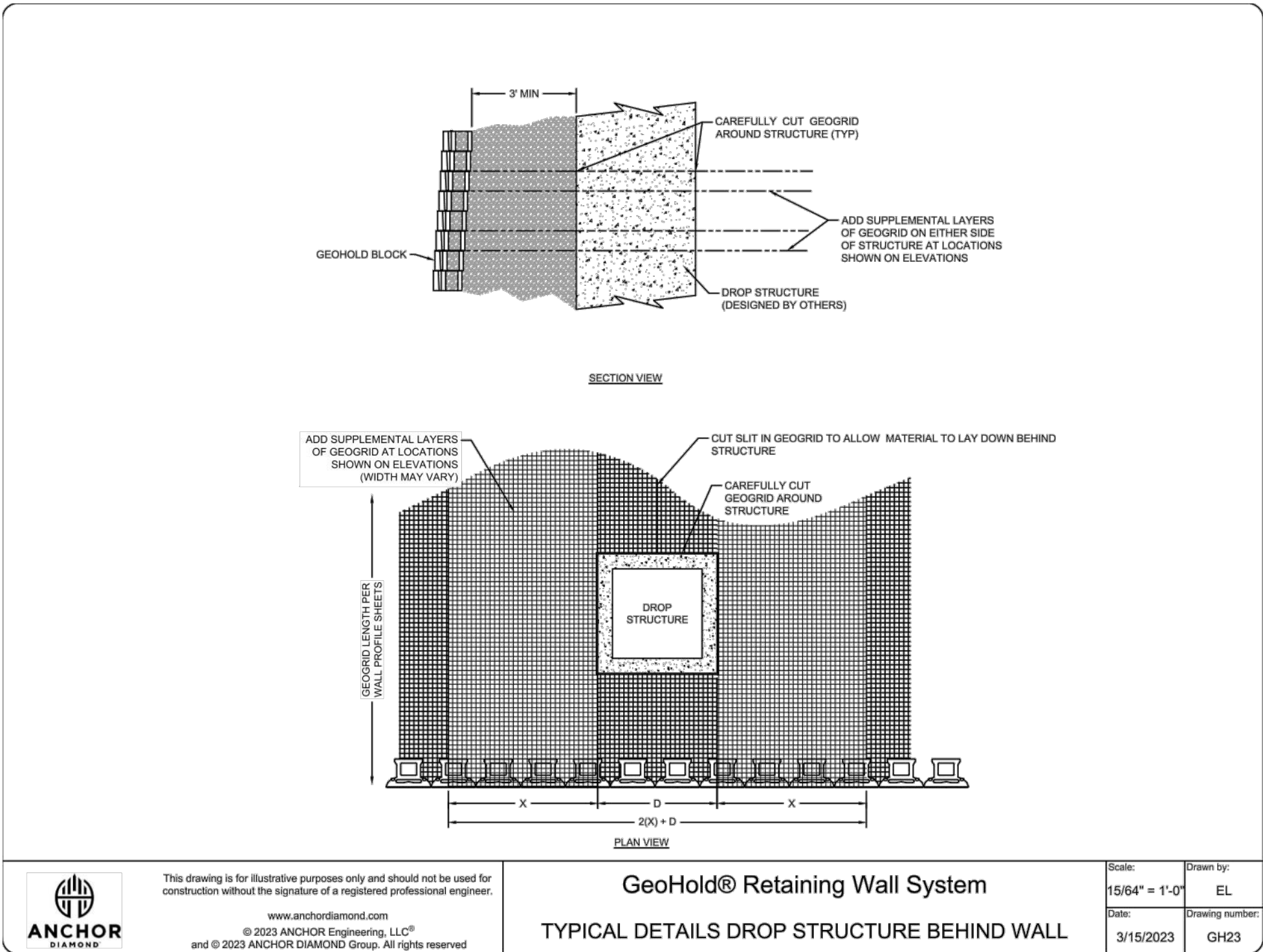
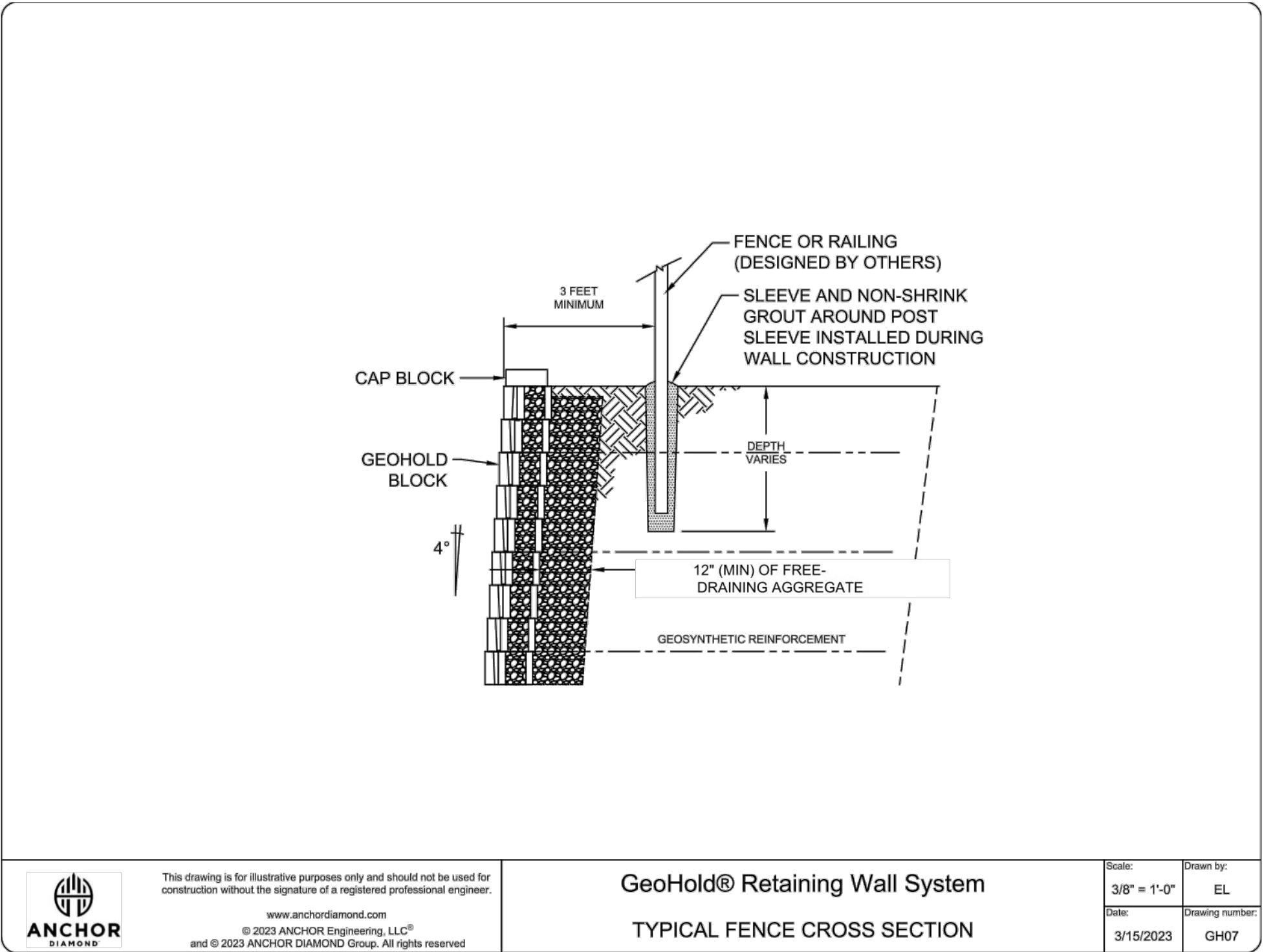
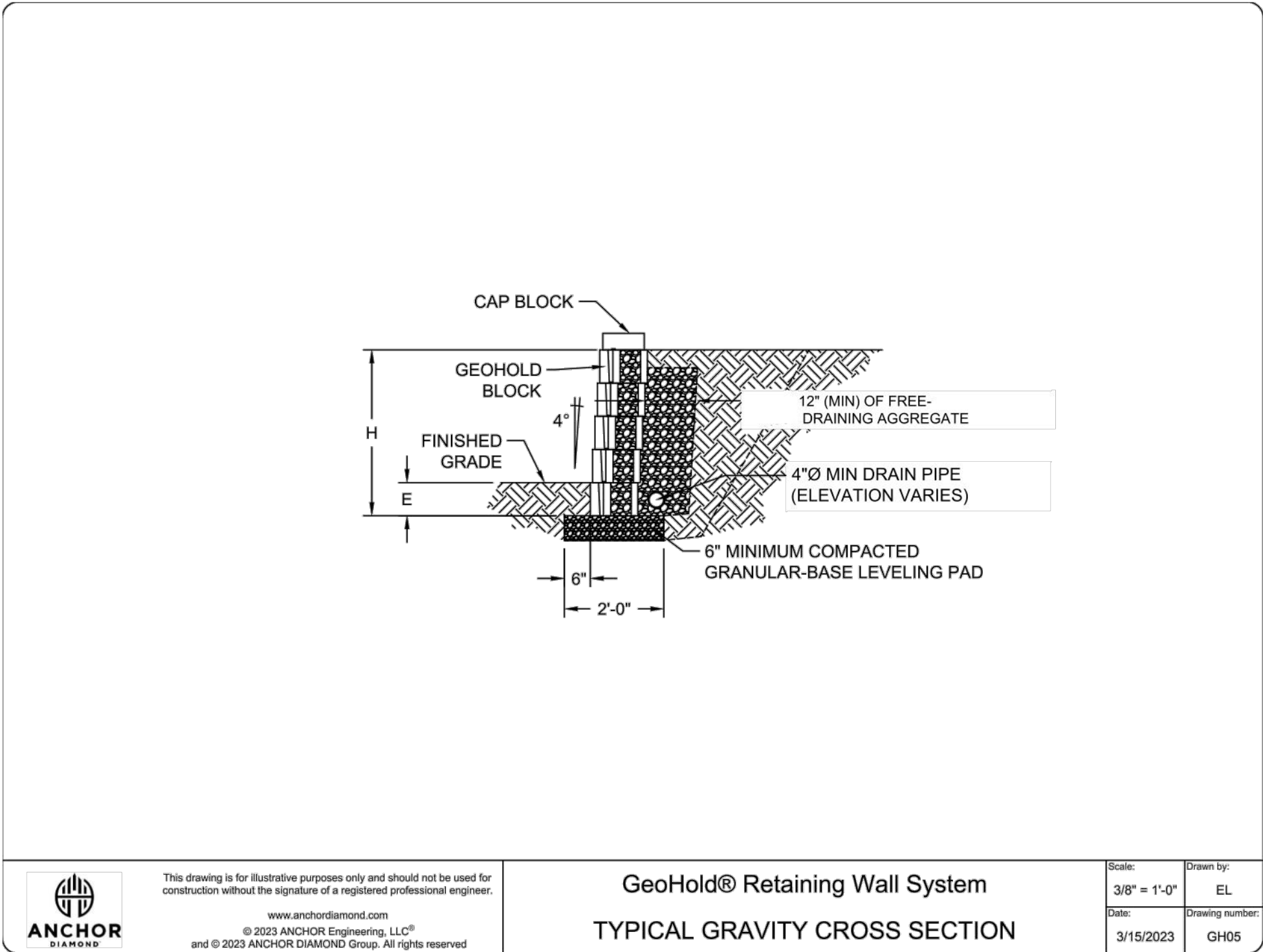
STORM WATER POLLUTION PREVENTION PLAN DETAILS

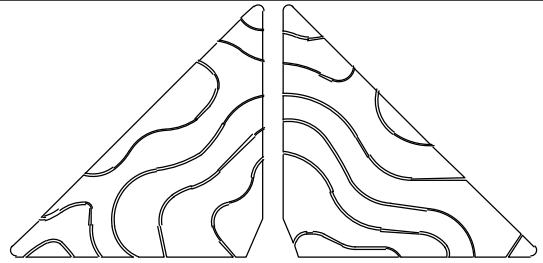
SHEET 16 OF 19

△ CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK
REVISION - PLAN REAPPROVAL

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

DATE





ELEVATION

land solutions

TBPE REGISTRATION NUMBER F-22671
9709 LAKESIDE BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200

Montgomery Bend
Section 3 Retaining Wall Design

Project Title: Montgomery Bend Sec 3 Retaining Wall
Engineer: Garret J. Duhon, P.E.
Project ID: 610.126.008.01
Project Descr: Retaining wall design to accommodate boundary grading condition

Printed: 2 MAY 2024, 8:27PM
Project File: Montgomery Bend Sec 4 Retaining Wall Design File.ec6
LIC# : KW-06019834, Build:20.23.05.25
Elevation Land Solutions
(c) ENERCALC INC 1983-2023

Segmental Retaining Wall

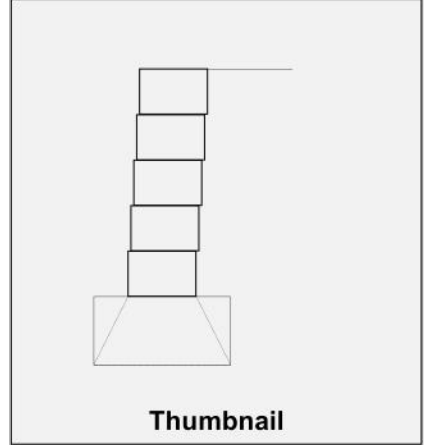
Criteria	
Wall height (retained height)	3.33 ft
Backfill slope	Level
Backfill angle	0.0 deg
Embedment	2.0 ft

Soil data	
External Soil, Phi_e	24 deg
External soil density (In situ)	95 pcf
Internal Soil, Phi_i	24 deg
Internal soil density	95 pcf
Wall Soil Friction Angle	0 deg
K_a(Horiz)	0.34
K_AE(Horiz)	0.39

Loading	
Dead load	0 psf
Live load	0 psf
Seismic Factor, A	0.00
d_seismic	0.00 in

Stability	
Base length	1.00 ft
Base Sliding Force (w/o Seismic)	180.64 lb
Base Resisting Force (w/o Seismic)	188.70 lb
Base Sliding (w/o Seismic) FS	1.04
Base Sliding Force (w Seismic)	180.64 lb
Base Resisting Force (w Seismic)	188.70 lb
Base Sliding (w Seismic) FS	1.04
Overturning Moment (w/o Seismic)	200.69 ft lb
Resisting Moment (w/o Seismic)	431.40 ft lb
Overturning (w/o Seismic) FS	2.15
Overturning Moment (w Seismic)	200.69 ft lb
Resisting Moment (w Seismic)	431.40 ft lb
Overturning (w Seismic) FS	2.15
Applied Bearing Pressure (w/o Seismic)	451.51 psf
Allowable Bearing Pressure (w/o Seismic)	1,000.00 psf
Bearing (w/o Seismic) FS	2.21
Applied Bearing Pressure (w Seismic)	290.04 psf
Allowable Bearing Pressure (w Seismic)	1,000.00 psf
Bearing (w Seismic) FS	3.45
Eccentricity of Vert. Force (w/o Seismic)	0.05 ft
Effective Base Width (w/o Seismic)	4.91 ft
Eccentricity of Vert. Force (w Seismic)	0.05 ft
Effective Base Width (w Seismic)	4.91 ft

Factors of Safety								
Failure Mode	Static Condition			Condition w/Seismic				
	Min	Actual	Status	Min	Actual	Status		
Base Sliding	1.00	1.04	OK	1.10	0.00			
Overturning	1.50	2.15	OK	1.10	0.00			
Bearing	2.00	2.21	OK	1.50	0.00			
Internal Sliding	1.50	40.68	OK	1.10	40.68			



Thumbnail

Garret J. Duhon
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200

TBPE NO. F-22671

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK

Chris Rognan

5-29-24

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

RETAINING WALL
DETAILS

SHEET 18 OF 19

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK
REVISION - PLAN REAPPROVAL

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
































DATE

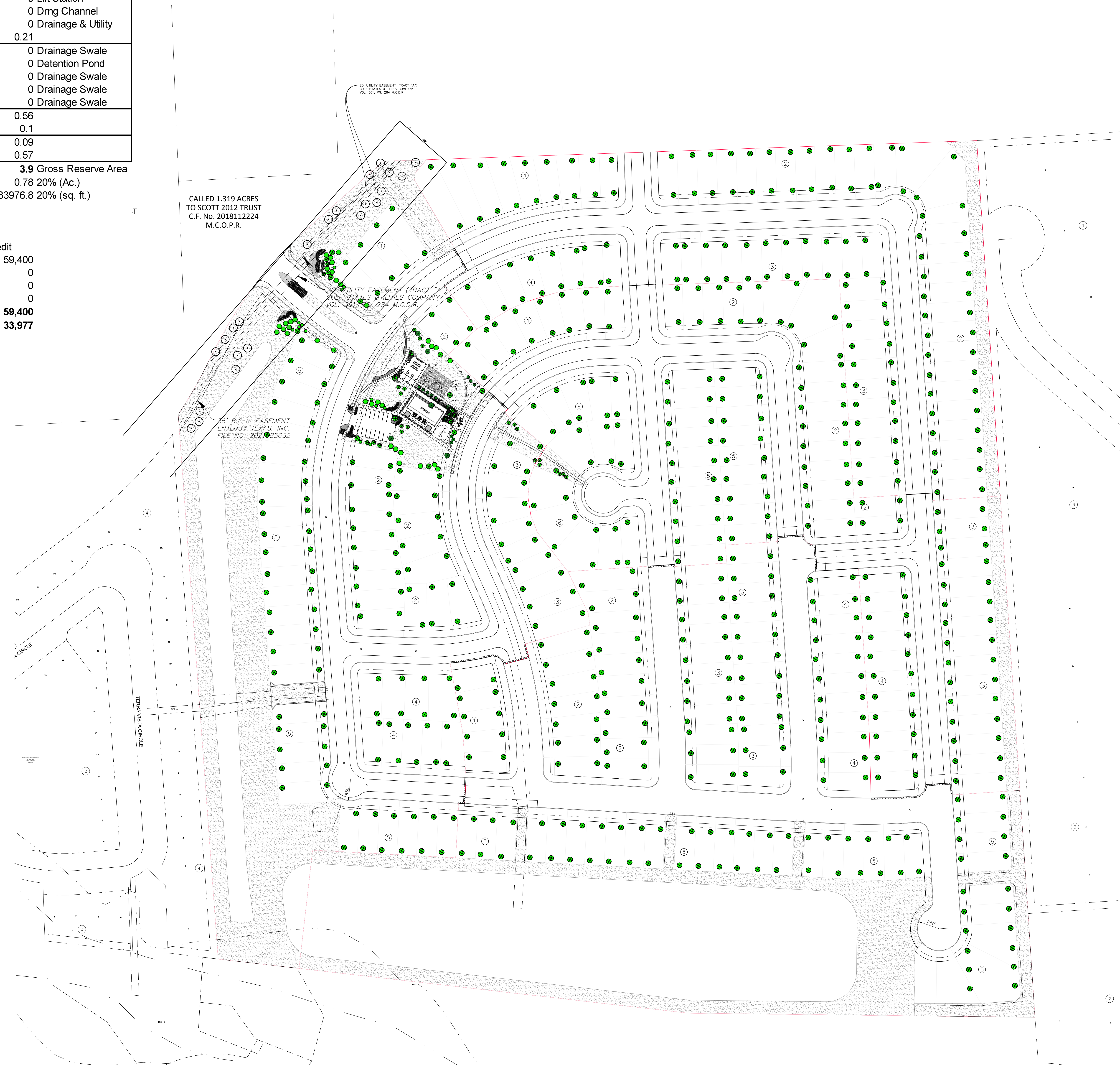
Reserves and Required Tree Canopy			
	Acreage	NQ Acreage	Qualifying Acreage
S1	a	1.04	0.52
	b	1.56	0
	c	0.15	0
	d	0.18	0.04
	e	0.12	0.12
	f	5.02	5.02
	g	0.13	0.13
	h	1.22	1.01
S2	a	0.62	0.62
	b	9.93	9.93
	c	0.07	0.07
	d	0.07	0.07
	e	0.05	0.05
S3	a	0.56	0.56
	b	0.1	0.1
S4	a	0.09	0.09
	b	0.57	0.57

3.9 Gross Reserve Area
0.78 20% (Ac.)
33976.8 20% (sq. ft.)

Tree Canopy Area Credit Calculation				
DBH	# of Ex. Trees	# of Prop Trees	150' Bonus	Canopy Credit
3"< D <8"	23	15	150%	59,400
8"< D <18"	0	0	150%	0
18"< D <24"	0	0	150%	0
D > 24"	0	0	150%	0
Provided Canopy Credit				59,400
Required Canopy				33,977

PLANT SCHEDULE

	NEW GOLD LANTANA		SOUTHERN HAWTHORNE-30 GAL
	DREFT ROSE		MORREYER OAK-45 GAL
	RED TURKS CAP		CHASTE TREE-30 GAL
	ROSEMARY		LIVE OAK-45 GAL
	POND GRASS		TEXAS OLIVE-10 GAL
	BLACK-EYED SUSAN		LIVE OAK-100 GAL
	ADAM'S HAIKEN GRASS		LOBLOLLY PINE-30 GAL
	RED YUCCA		
	AGAVE		
	SHAWN HAW MYRTLE		
	SHAW GRASS		
	BUTTERFLY REB		
	YUCCA PANDORA HOLT		
	BLUE FESCUE GRASS		
	GULF COAST MIMLI GRASS		
	SWITCH GRASS		



Scale 1"=100'-0"

Montgomery City Council
AGENDA REPORT

Meeting Date: 07/08/2025	Budgeted Amount: NONE
Department: Administration	Prepared By: WGA

Subject

Consideration and Possible Action on the Acceptance of the Public Infrastructure within Briarley Phase 1A Section 1 and authorize the City Administrator to sign the Certificate of Acceptance (Dev. No. 2006).

Recommendation

WGA and Staff recommend that City Council accept the public infrastructure and enter the One-Year Warranty as of May 20, 2025, and authorize the City Administrator to sign the Certificate of Acceptance.

Discussion

The Engineer's memo and supporting documents are attached.

WGA recommends approval of the Certificate of Acceptance, Certificate of Substantial Completion, and entering into the 1- year warranty period as of 05/20/2025. The contractor has addressed a majority of the punchlist items with the remaining items expected to be completed prior to the meeting.

A completed punch list will be provided as an attachment at the meeting.

As a reminder, the project was completed by Johnson Development Company as part of their Briarley Development.

Approved By

City Staff	Ruby Beaven	Date: 07/02/2025
------------	-------------	------------------



July 2, 2025

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

Re: Acceptance of Public Infrastructure
Briarley Phase 1A – Section 1
City of Montgomery

Dear Mayor and City Council:

We conducted a final inspection of the above referenced project on May 20, 2025, and find the project to be substantially complete in accordance with the approved plans and specifications. The contractor has addressed a majority of the punchlist items with the remaining items expected to be completed prior to the meeting, including the driveway connection to Old Plantersville Road. The items not expected to be completed by the Council July 8th meeting include the changing out of all of the meter boxes that are currently on back order. The contractor will change out the meter boxes prior to the City's installation of water meters. Additionally, the lift station is operational but will not have the generator fully operational by the time of the Council meeting. The developer has proposed an amendment to their agreement to pump and haul the sanitary sewer as needed in the event of a power outage at their cost.

An updated punchlist will be provided at the meeting.

We recommend the City accept the public water, sewer, drainage & paving infrastructure related to Section 1 of Phase 1A, and begin the one-year warranty period, which will end on May 20, 2026. As a reminder, the project was completed by Johnson Development Company as part of their Briarley Development.

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

Sincerely,

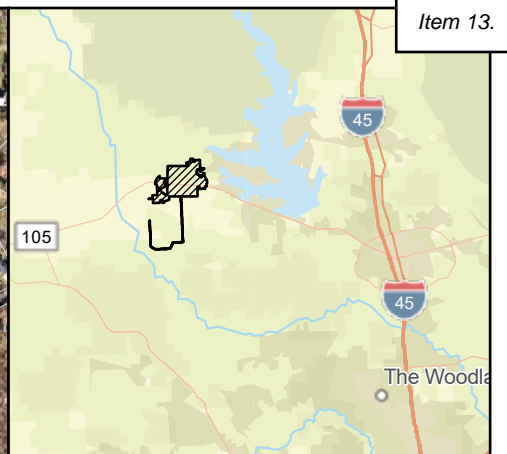
Chris Roznovsky, PE
City Engineer

CVR/zlgt

Z:\00574 (City of Montgomery)\123 Briarley-RedBird Meadows (Dev. No. 2006)\Correspondence\Letters\2025.06.30 MEMO to Council Phase 1A Section 1 Acceptance.docx

Enclosures: Final Project Punchlist
Development Exhibit

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



Legend

- City Limits
- ETJ

Tract Boundaries

- Briarley Phase 1A Section 1

**Briarley Phase 1A
Section 1
Development Location**



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.

FINAL INSPECTION

Project: Redbird Meadows/Briarley

Project Number: 00574-123-00

Engineer: LJA Engineering, Inc.

Inspection Date & Time: Tuesday, May 20, 2025 @ 1:00 PM

Punchlist Details Section 1		Substantial Completion Inspection	One-Year Warranty
1	Regrade existing roadside ditch to original condition or better to ensure proper drainage along Old Plantersville Rd		
2b	Driveway connections at Kammerer Dr to be built per approved plans		
3	Seal cracks on pavement (typical throughout development)	Completed	
4b	Rout & seal cracks (typ) Gunner Dr STA 1+20,	Completed	
6a	Remove and replace curb @ Long Ranger Drive STA12+20, STA 10+00	Completed	
7	Grout and seal cracks on manhole @ Basset Hound Drive 5+50		
9a	Cut pipes at Manholes @ Koda Bear Ct STA 2+50	Completed	
9b	Cut pipes at Manholes @ Gunner Dr STA 2+00,	Completed	
9c	Cut pipes at Manholes @ Basset Hound DR STA 2+00,	Completed	
9d	Cut pipes at Manholes @ Lone Ranger Dr STA 14+50	Completed	
10	Paint fire hydrants per City of Montgomery Detail	Completed	
11	Curb cut and paint @ all sanitary (green) and water (blue) leads	Completed	
12	Complete driveway/pavers @ Kammerer Dr STA 0+50		
13	Replace broken valve box Kammerer Dr STA 6+50	Completed	
14	Paint water valve box lids blue	Completed	
15	Install correct manhole lids @ Gunner Dr STA 2+40 , 1+50		
16	Engineer to provide As-builts drawings in both PDF and DWG formats per Sec.78-130 of City of Montgomery Code of Ordinances.	Completed	
17	Engineer to provide bond per Sec.78-131 of the city of Montgomery code of Ordinances	Completed	
18	Provide waterline hydrostatic test reports	Completed	

19	Flood streets to check for standing water/birdbaths. Check streets at 2 hrs, 24 hrs, 48 hrs. If birdbaths are	Completed	
20	Jumbo meter boxes to be installed at all double service locations to allow for city to install meters		
21	Lift station to be fully operational prior to acceptance into 1 year warranty period		
22	Street lights to be installed and inspected by end of 1 yr warranty, prior to City acceptance of infrastructure.		
23	Sidewalks shall be constructed by the developer prior to city acceptance of the infrastructure at end of 1 yr warranty period.		
24	Tree planting to be inspected at end of 1 year warranty, prior to city acceptance of infrastructure		
25	Establish vegetation within the city ROW, prior to acceptance into 1 year warranty period		
Z:\00574 (City of Montgomery)\123 RedBird Meadows (Dev. No. 2006)\Inspection\Final Inspection\Substantial Completion Inspection.xlsx			
4526 Research Forest Dr. Suite 360 The Woodlands, TX 77381 713.789.1900 wga-llc.com			

Montgomery City Council
AGENDA REPORT

Meeting Date: 07/08/2025	Budgeted Amount: NONE
Department: Administration	Prepared By: WGA

Subject

Consideration and Possible Action on the Acceptance of the Public Infrastructure within Briarley Phase 1A Section 2 and authorize the City Administrator to sign the Certificate of Acceptance (Dev. No. 2006).

Recommendation

WGA and Staff recommend that City Council accept the public infrastructure and enter the One-Year Warranty as of May 20, 2025, and authorize the City Administrator to sign the Certificate of Acceptance.

Discussion

The Engineer's memo and supporting documents are attached.

WGA recommends approval of the Certificate of Acceptance, Certificate of Substantial Completion, and entering into the 1- year warranty period as of 05/20/2025. The contractor has addressed a majority of the punchlist items with the remaining items expected to be completed prior to the meeting.

A completed punchlist will be provided as an attachment at the meeting.

As a reminder, the project was completed by Johnson Development Company as part of their Briarley Development.

Approved By

City Staff	Ruby Beaven	Date: 07/01/2025
------------	-------------	------------------



July 2, 2025

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

Re: Acceptance of Public Infrastructure
Briarley Phase 1A – Section 2
City of Montgomery

Dear Mayor and City Council:

We conducted a final inspection of the above referenced project on May 20, 2025, and find the project to be substantially complete in accordance with the approved plans and specifications. The contractor has addressed a majority of the punchlist items with the remaining items expected to be completed prior to the meeting. The items not expected to be completed by the Council July 8th meeting include the changing out of all of the meter boxes that are currently on back order. The contractor will change out the meter boxes prior to the City's installation of water meters. Additionally, the lift station is operational but will not have the generator fully operational by the time of the Council meeting. The developer has proposed an amendment to their agreement to pump and haul the sanitary sewer as needed in the event of a power outage at their cost.

An updated punchlist will be provided at the meeting.

We recommend the City accept the public water, sewer, drainage & paving infrastructure related to Section 2 of Phase 1A, and begin the one-year warranty period, which will end on July 8, 2026. As a reminder, the project was completed by Johnson Development Company as part of their Briarley Development.

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

Sincerely,

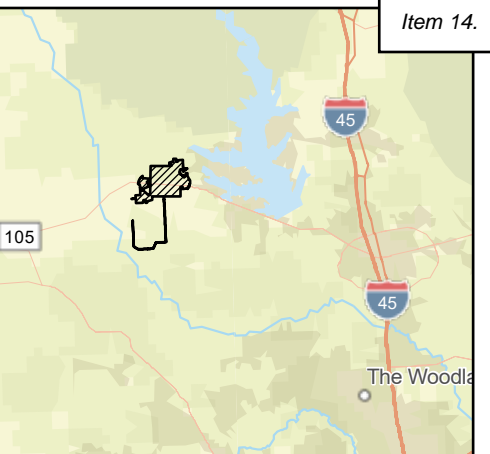
Chris Roznovsky, PE
City Engineer

CVR/zlgt

Z:\00574 (City of Montgomery)\123 Briarley-RedBird Meadows (Dev. No. 2006)\Correspondence\Letters\2025.06.30 MEMO to Council Phase 1A Section 2 Acceptance.docx

Enclosures: Final Project Punchlist
Development Exhibit

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



Legend

- City Limits
- ETJ
- Tract Boundaries**
- Briarley Phase 1A Section 1

**Briarley Phase 1A
Section 2
Development Location**



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.

FINAL INSPECTION

Project: Redbird Meadows/Briarley

Project Number: 00574-123-00

Engineer: LJA Engineering, Inc.

Inspection Date & Time: Tuesday, May 20, 2025 @ 1:00 PM

	Punchlist Details section 2	Substantial Completion Inspection	One-Year Warranty
1	Regrade existing roadside ditch to original condition or better to ensure proper drainage along Old Plantersville Rd		
2a	Driveway connections at Basset Hound Dr to be built per approved plans		
3	Seal cracks on pavement (typical throughout development)	Completed	
4a	Rout & seal cracks (typ) Basset Hound Dr STA 17+60, STA 19+00, STA 24+50,	Completed	
4C	Rout & seal cracks (typ) Catahoula Ct STA 1+40,	Completed	
5	Remove formwork @ Catahoula Ct STA 3+00	Completed	
6c	Remove and replace curb @ Catahoula Ct cul de sac	Completed	
7b	Grout and seal cracks on manhole @ Basset Hound Drive 15+00,		
7d	Grout and seal cracks on manhole @ Catahoula Ct cul de sac		
10	Paint fire hydrants per City of Montgomery Detail	Completed	
11	Curb cut and paint @ all sanitary (green) and water (blue) leads	Completed	
14	Paint water valve box lids blue	Completed	
16	Engineer to provide As-builts drawings in both PDF and DWG formats per Sec.78-130 of City of Montgomery Code of Ordinances.	Completed	
17	Engineer to provide bond per Sec.78-131 of the city of Montgomery code of Ordinances	Completed	
18	Provide waterline hydrostatic test reports	Completed	
19	Flood streets to check for standing water/birdbaths. Check streets at 2 hrs, 24 hrs, 48 hrs. If birdbaths are	Completed	
20	Jumbo meter boxes to be installed at all double service locations to allow for city to install meters		
21	Lift station to be fully operational prior to acceptance into 1 year warranty period		
22	Street lights to be installed and inspected by end of 1 yr warranty, prior to City acceptance of infrastructure.		

23	Sidewalks shall be constructed by the developer prior to city acceptance of the infrastructure at end of 1 yr warranty period.				
24	Tree planting to be inspected at end of 1 year warranty, prior to city acceptance of infrastructure				
25	Establish vegetation within the city ROW, prior to acceptance into 1 year warranty period				
Z:\00574 (City of Montgomery)\123 RedBird Meadows (Dev. No. 2006)\Inspection\Final Inspection\Substantial Completion Inspection.xlsx					
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Montgomery City Council
AGENDA REPORT

Meeting Date: 07/08/2025	Budgeted Amount: N/a
Department: Administration	Prepared By: WGA

Subject

Consideration and Possible Action on the Acceptance of the Public Infrastructure within Briarley Phase 1A Section 3 and authorize the City Administrator to sign the Certificate of Acceptance (Dev. No. 2006).

Recommendation

WGA and Staff recommend that City Council accept the public infrastructure and enter the OneYear Warranty as of May 20, 2025, and authorize the City Administrator to sign the Certificate of Acceptance.

Discussion

The Engineer's memo and supporting documents are attached.

WGA recommends approval of the Certificate of Acceptance, Certificate of Substantial Completion, and entering into the 1- year warranty period as of 05/20/2025. The contractor has addressed a majority of the punch list items with the remaining items expected to be completed prior to the meeting.

A completed punch list will be provided as an attachment at the meeting.

As a reminder, the project was completed by Johnson Development Company as part of their Briarley Development.

Approved By

City Staff	Ruby Beaven	Date: 07/01/2025
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July 2, 2025

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

Re: Acceptance of Public Infrastructure
Briarley Phase 1A – Section 3
City of Montgomery

Dear Mayor and City Council:

We conducted a final inspection of the above referenced project on May 20, 2025, and find the project to be substantially complete in accordance with the approved plans and specifications. The contractor has addressed a majority of the punchlist items with the remaining items expected to be completed prior to the meeting. The items not expected to be completed by the Council July 8th meeting include the changing out of all of the meter boxes that are currently on back order. The contractor will change out the meter boxes prior to the City's installation of water meters. Additionally, the lift station is operational but will not have the generator fully operational by the time of the Council meeting. The developer has proposed an amendment to their agreement to pump and haul the sanitary sewer as needed in the event of a power outage at their cost.

An updated punchlist will be provided at the meeting.

We recommend the City accept the public water, sewer, drainage & paving infrastructure related to Section 3 of Phase 1A, and begin the one-year warranty period, which will end on May 20, 2026. As a reminder, the project was completed by Johnson Development Company as part of their Briarley Development.

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

Sincerely,

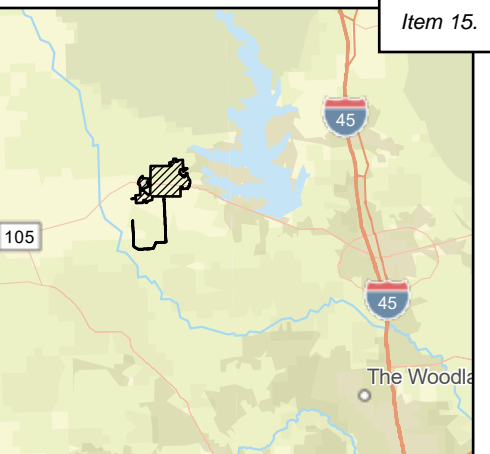
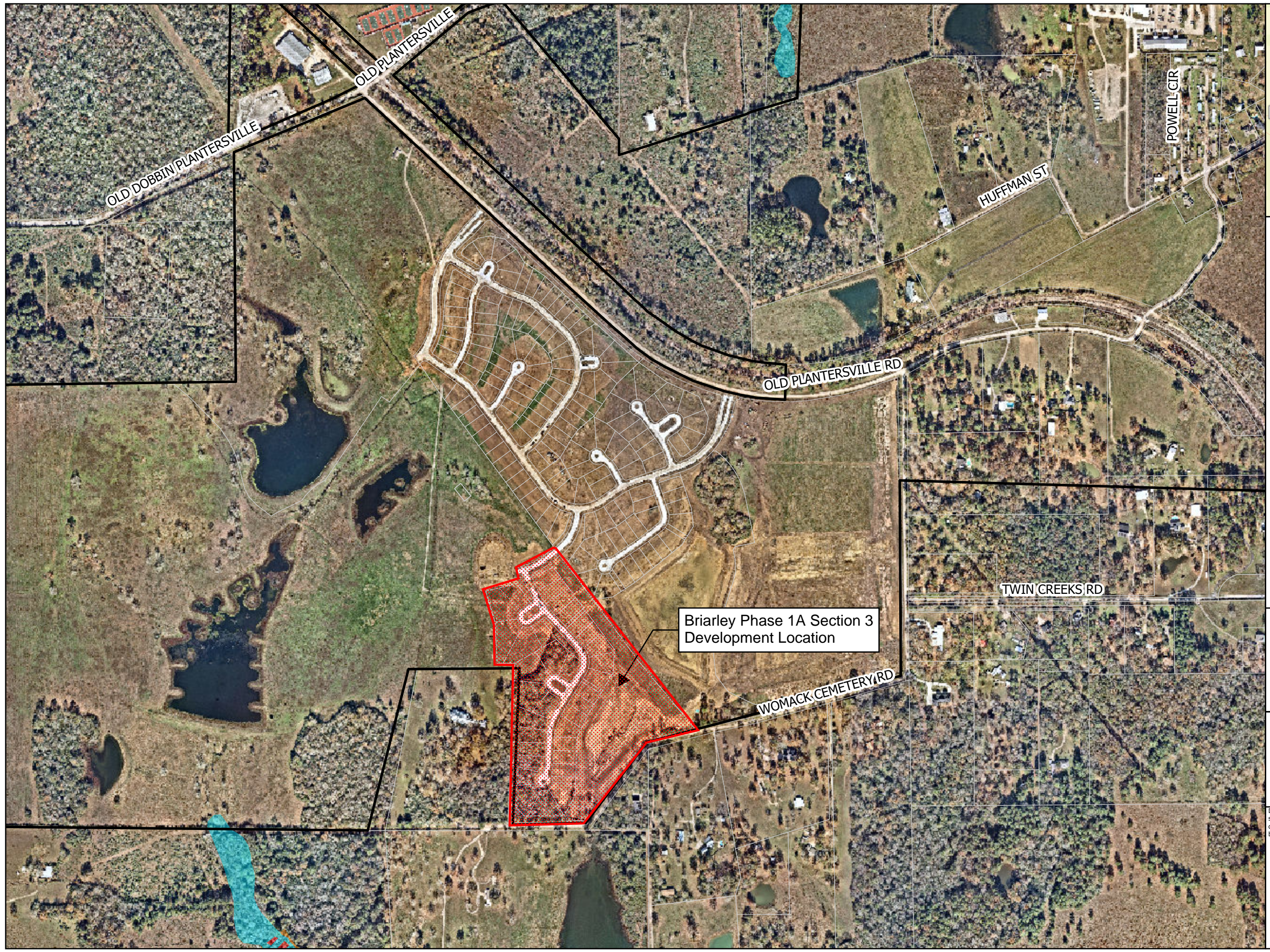
Chris Roznovsky, PE
City Engineer

CVR/zlgt

Z:\00574 (City of Montgomery)\123 Briarley-RedBird Meadows (Dev. No. 2006)\Correspondence\Letters\2025.06.30 MEMO to Council Phase 1A Section 3 Acceptance.docx

Enclosures: Final Project Punchlist
Development Exhibit

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



Legend

- City Limits
- ETJ
- Tract Boundaries**
- Briarley Phase 1A Section 1

**Briarley Phase 1A
Section 3
Development Location**



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FINAL INSPECTION

Project: Redbird Meadows/Briarley

Project Number: 00574-123-00

Engineer: LJA Engineering, Inc.

Inspection Date & Time: Tuesday, May 20, 2025 @ 1:00 PM

Punchlist Details section 3		Substantial Completion Inspection	One-Year Warranty
3	Seal cracks on pavement (typical throughout development)	Completed	
6b	Remove and replace curb @ Brittany way STA 6+80	Completed	
7c	Grout and seal cracks on manhole @ Brittany Way STA 14+50, STA 11+00,		
8	Remove and replace pavement and subgrade at inlet. Remove existing subgrade and replace with cement- stabilized sand @ Georgia Keller Dr STA 2+00	Completed	
10	Paint fire hydrants per City of Montgomery Detail	Completed	
11	Curb cut and paint @ all sanitary (green) and water (blue) leads	Completed	
14	Paint water valve box lids blue	Completed	
16	Engineer to provide As-builts drawings in both PDF and DWG formats per Sec.78-130 of City of Montgomery Code of Ordinances.	Completed	
17	Engineer to provide bond per Sec.78-131 of the city of Montgomery code of Ordinances	Completed	
18	Provide waterline hydrostatic test reports	Completed	
19	Flood streets to check for standing water/birdbaths. Check streets at 2 hrs, 24 hrs, 48 hrs. If birdbaths are	Completed	
20	Jumbo meter boxes to be installed at all double service locations to allow for city to install meters		
21	Lift station to be fully operational prior to acceptance into 1 year warranty period		
22	Street lights to be installed and inspected by end of 1 yr warranty, prior to City acceptance of infrastructure.		
23	Sidewalks shall be constructed by the developer prior to city acceptance of the infrastructure at end of 1 yr warranty period.		
24	Tree planting to be inspected at end of 1 year warranty, prior to city acceptance of infrastructure		
25	Establish vegetation within the city ROW, prior to acceptance into 1 year warranty period		
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Montgomery City Council
AGENDA REPORT

Meeting Date: July 08, 2025	Budgeted Amount: N/A
Department: Administration	Prepared By: Ruby Beaven

Subject

Consideration and possible action on a First Amendment to Wastewater Pump and Haul Services Agreement between the City of Montgomery, Texas, and JDS Old Plantersville Road LLC, and to authorize the City Administrator to sign the agreement.

Recommendation

Staff recommend approval of the First Amendment to Wastewater Pump and Haul Services Agreement, as presented.

Discussion

The Developer and City have entered into the Wastewater Pump and Haul Services Agreement, effective March 11, 2025, to provide for the provision of pump and haul wastewater services in order to allow for construction of model homes by homebuilders while the Water Line and Force Main Project were under construction.

The Water Line project is complete but certain Wastewater Infrastructure is still under construction and not fully accepted by the City.

The Amendment is to modify certain provisions of the Agreement so that Pump and Haul services may be extended to allow for builders to obtain building permits for construction of homes within the Property until such time as the Wastewater Infrastructure is complete.

Approved By

City Administrator	Brent Walker	Date: 07/03/2025
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FIRST AMENDMENT TO
WASTEWATER PUMP AND HAUL SERVICES AGREEMENT
(JDS Old Plantersville Road LLC)

This FIRST AMENDMENT TO WASTEWATER PUMP AND HAUL SERVICES AGREEMENT (the "Amendment") is made and entered into as of the ____ day of _____, 2025 (the "Effective Date") between the **City of Montgomery, Texas**, a Type A general law municipality (the "City") and **JDS Old Plantersville Road LLC**, a Texas limited liability company (the "Developer"). The City and Developer are hereinafter sometimes referred to as a "Party" and collectively as the "Parties." The Parties agree as follows:

RECITALS

The Developer and City have entered into the Wastewater Pump and Haul Services Agreement, effective March 11, 2025 (the "Agreement") to provide for the provision of pump and haul wastewater services in order to allow for construction of model homes by homebuilders while the Water Line and Force Main Project were under construction.

The Water Line project is complete but certain Wastewater Infrastructure is still under construction and not fully accepted by the City.

The Parties desire to enter into this Amendment in order to modify certain provisions of the Agreement so that Pump and Haul services may be extended to allow for builders to obtain building permits for construction of homes within the Property until such time as the Wastewater Infrastructure is complete.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein as well as other good and valuable consideration, the sufficiency of which is acknowledged by the parties, the City and Developer agree as follows:

1. Article I, Section 1.02 *Definitions*, is amended to revise the definition of "Subdivision":

"Subdivision" means the homes to be constructed within the Property, as shown on Exhibit A.

2. Article IV, *Third-Party Inspector and Water Services*, is no longer applicable

as the City Water Line has been completed, accepted by the City, and the City is now providing the Property with metered water.

3. Except as specifically amended in this Amendment, the Agreement shall remain in full force and effect in accordance with its original terms and conditions. In the event of a conflict, the terms of this Amendment shall control.

(Signature Pages to Follow)

Executed by the Developer and the City to be effective on the Effective Date.

CITY:

CITY OF MONTGOMERY, TEXAS,
a Type A general law city

By: _____

Name:

Title:

ATTEST:

By: _____

Name:

Title:

DEVELOPER:

JDS Old Plantersville Road LLC,
a Texas limited liability company

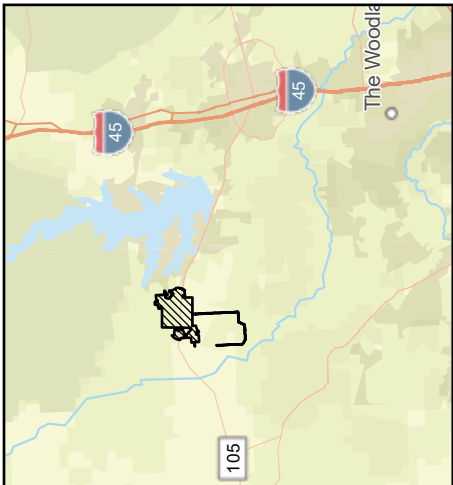
By: Memorial Developer Services Inc., a
Texas corporation, its manager

By: _____

Name:

Title:

Exhibit
Briarley Phase 1A
Section 1, 2, and 3 Development Location



Legend

- City Limits
- ETJ

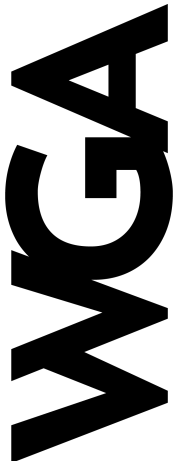
Tract Boundaries

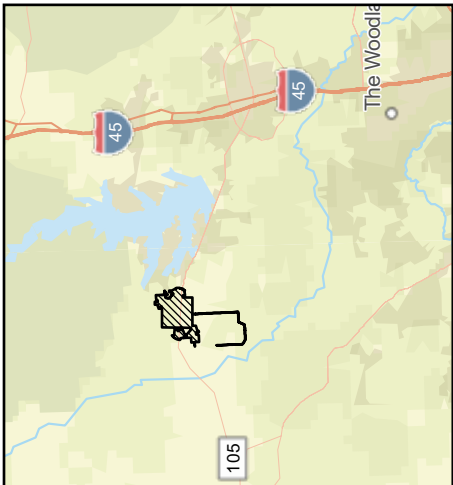
- Briarley Phase 1A Section 1

Briarley Phase 1A
Section 1
Development Location



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Legend



City Limits



ETJ

Tract Boundaries



Briarley Phase 1A
Section 1

Briarley Phase 1A

Section 2

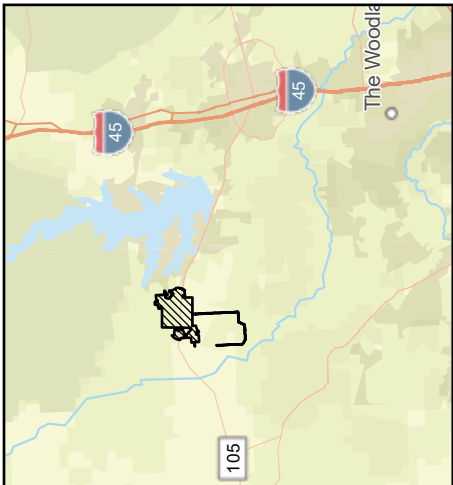
Development Location



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WGA





Legend

- City Limits
- ETJ

Tract Boundaries

- Briarley Phase 1A Section 1

Briarley Phase 1A
Section 3
Development Location



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Montgomery City Council
AGENDA REPORT

Meeting Date: July 8, 2025	Budgeted Amount: \$250,000.00
Department: Public Works	Prepared By: Mike Muckleroy

Subject

Consideration and possible action regarding entering into an interlocal agreement with Montgomery County for a temporary traffic signal at Lone Star Parkway and Lone Star Bend.

Recommendation

Authorize the Mayor to execute the agreement.

Discussion

The county is asking the City to contribute half of the funds necessary to construct a temporary traffic signal at the intersection of Lone Star Parkway and Lone Star Bend. Staff and City Engineers have met with them on this subject and the understanding is that if we help with the temporary traffic signal to get something in place as quickly as possible then the County will fund the permanent traffic signal themselves with the recent road bond that has passed. Funds are available in the Contract Labor-Streets line item.

Approved By

Public Works Director	Mike Muckleroy	Date: 06/30/2025
City Administrator	Brent Walker	Date: 06/30/2025

**INTERLOCAL AGREEMENT BETWEEN MONTGOMERY COUNTY, TEXAS
AND THE CITY OF MONTGOMERY, TEXAS**
(Lone Star Parkway at Lone Star Bend Temporary Traffic Signal)

This Interlocal Agreement (“Agreement”) is made and entered into by and between MONTGOMERY COUNTY, TEXAS, a political subdivision of the State of Texas (“County”), and the CITY OF MONTGOMERY, a body corporate and politic, organized and existing under and by virtue of the General Laws of the State of Texas (“City”). City and County may also be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the Parties enter into this Agreement pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, which authorizes interlocal cooperation contracts between governmental entities for the performance of governmental functions and services in which the contracting parties are mutually interested; and

WHEREAS, Lone Star Parkway and Lone Star Bend are public roads located within the corporate limits of the City; and

WHEREAS, the County currently maintains Lone Star Parkway; and

WHEREAS, City and County have determined that a temporary traffic signal is needed at the intersection of Lone Star Parkway and Lone Star Bend in the City’s corporate limits (“Project”), which would be beneficial to traffic management and improve mobility in the vicinity of the intersection; and

WHEREAS, the Parties have agreed to share the cost of the Project; and

WHEREAS, the Parties acknowledge and agree that the traffic signal to be constructed is temporary due to the County’s planned reconstruction and widening of Lone Star Parkway at its intersection with Lone Star Bend; and

WHEREAS, the Parties have determined that it would be in the best interest of the County and City and to the residents thereof to proceed with the Project in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions below, County and City agree as follows:

I.

Responsibilities of the Parties

Upon execution of this Agreement by the Parties, County shall contract for the design and construction of the Project and provide all required contract administration. The estimated cost of

the Project is \$65,000. County shall pay all invoices for services and the City shall reimburse its share of the expenses as defined below.

The City shall contribute funds not to exceed (50%) of the actual cost of the Project (“City’s Share”). The County will periodically provide invoices to the City based on the progress of work performed on the Project, and the City shall remit payment of the City’s Share to County on or before ninety (90) days of City’s receipt of such invoice. Within 30 days of the completion of the Project, County shall submit to the City for approval a final accounting of the Project costs, including the final City’s Share and City shall remit payment of the City’s Share to County on or before ninety (90) days of City’s receipt of such final accounting and invoice. The final City’s Share for the Project shall be based on all Project costs incurred to date for the Project.

County shall be solely responsible for the operation and maintenance of the Signal and will assume all costs associated with same, including the provision of electrical power to the Signal and the costs of providing routine maintenance to ensure its proper operation. In the event the Signal is damaged or destroyed, County and City agree to share equally the costs of repairing the Signal and/or installing a replacement signal.

By entering into this Agreement, each Party certifies to the other that it has available from current funds of the entity an amount sufficient to cover the Party’s share of the estimated Project costs.

II. Term and Termination

This Agreement is effective as of the date it has been approved and executed by all Parties (“Effective Date”) and shall remain in full force and effect until the completion of the Project or County’s receipt of payment from City of all funds due and owing under the terms of this Agreement, whichever occurs later, unless earlier terminated in accordance with the terms of this Agreement.

City may terminate this Agreement at any time prior to County’s awarding of the contract for construction of the Project, or as otherwise allowed under this Agreement, by thirty (30) days’ written notice to the County, and City shall have no further obligation hereunder.

County may terminate this Agreement at any time prior to County’s awarding of the contract for construction of the Project, or as otherwise allowed under this Agreement, by thirty (30) days’ written notice to City. In the event of termination by County, County shall have no further obligation pursuant to this Agreement, other than to return any unexpended funds paid to County by City. In addition, any interest earned on said funds paid to County by City pursuant to this Agreement will become the sole property of County.

III. Notice

All notices, requests, demands and other communications under this Agreement shall be given by electronic mail and either (i) overnight courier or (ii) hand delivery addressed as follows:

If to the County: Montgomery County, Precinct 1
510 Highway 75 North
Willis, Texas 77378
Phone: 936.539.7815

If to the City: City of Montgomery
Attn: City Administrator
101 Old Plantersville Road
Montgomery, Texas 77316
Phone: 936.597.3962

IV. Assignment

County and City bind themselves and their successors and assigns to the other Party to this Agreement and to the successors and assigns of such other Party, in respect to all covenants of this Agreement. Neither County nor City shall assign or transfer its interest in this Agreement without the prior written consent of the other Party.

V. Independent Parties

It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. Neither County nor its employees or agents shall be considered to be an employee, agent, partner or representative of City for any purpose. Neither City nor its employees, officers or agents shall be considered to be employees, agents, partners or representatives of County for any purpose. Neither Party has the authority to bind the other Party.

VI. No Third Party Beneficiaries

County is not obligated or liable to any party other than City for the performance of this Agreement. Nothing in this Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in this Agreement shall be construed or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

VII.
Waiver of Breach

A waiver by either Party of a breach or violation of any provision of the Agreement shall not be deemed or construed to be a waiver of any subsequent breach.

VIII.
No Personal Liability; No Waiver of Immunity

Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, employee, or agent of the public bodies that are a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, employee or agent of the Parties.

The Parties agree that no provision of this Agreement extends the Parties' liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by County or City of any right, defense, or immunity available against claims arising in the exercise of governmental powers and functions.

IX.
Applicable Law and Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Venue shall be in Montgomery County.

X.
Recitals

The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

XI.
Entire Agreement; Modifications

This Agreement constitutes the entire agreement between the Parties concerning the Project. There have been and are no agreement, covenants, representations, or warranties between the Parties other than those expressly stated or provided for herein. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on any party unless reduced to writing and signed by the Parties.

XII.

Severability

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any other person or circumstance shall ever be held by any court of competent jurisdiction to contravene or be invalid under the constitution or laws of the State of Texas for any reason, that contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid, the rights and obligations of the Parties shall be enforced accordingly, and this Agreement shall remain in full force and effect, as construed. The remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to the other Parties or circumstances shall not be affected thereby.

XIII.

Survival of Terms

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

XIV.

Multiple Counterparts; Execution

This Agreement may be executed in multiple counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

[Signatures are contained on one or more separate execution pages]

EXECUTED on the _____ day of _____, 2025

MONTGOMERY COUNTY, TEXAS

By: _____
Mark J. Keough, County Judge

ATTEST:

L. Brandon Steinmann, County Clerk

EXECUTED on the _____ day of _____, 2025

CITY OF MONTGOMERY, TEXAS

By: _____
Sara Countryman, Mayor

ATTEST:

Ruby Beaven, City Secretary

Montgomery City Council
AGENDA REPORT

Meeting Date: July 08, 2025	Budgeted Amount: N/A
Department: Administration	Prepared By: Ruby Beaven

Subject

Consideration and possible action on a Resolution of the City of Montgomery, Texas, adopting the Nationwide Deferred Compensation Plan; and Further providing for effective date, severability, and finding and determining that the meeting at which this resolution is adopted was open to the public, that the public notice of time, place, and the subject matter of the public business to be considered was posted as required by law.

Recommendation

Staff recommend approval of the Resolution to adopt the Nationwide Deferred Compensation Plan.

Discussion

A 457 deferred compensation plan is designed to supplement an employee's retirement income. This is a voluntary program; employees choose whether they want to participate, and employees choose their levels of contribution that are made pre-tax. Unlike other retirement accounts, participants do not have to qualify for an exception to avoid the 10% IRS penalty tax on withdrawals before age 59½.

There is no direct cost to the City. The City may see slight savings because the employees' contributions are made pre-tax, reducing the City's payroll tax liability.

A 457 deferred compensation plan would be a benefit for City employees. There is no cost to the City of Montgomery to participate.

Approved By

City Administrator	Brent Walker	Date: 07/01/2025
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Retirement Plans

Why Nationwide®

Help your participants retire with confidence.

FOR PLAN SPONSOR USE ONLY



VOTED
TOP 10

Most Trusted Company
for Privacy*

**by the Ponemon Institute*

#1

MARKET SHARE

in 457 plans administered'

40+

YEARS

*of experience in the
public sector*

We surround and support you and your employees every step of the way.

Nationwide is a proven partner in delivering the kind of one-on-one support that Plan Sponsors need to ensure participants are ready for retirement.

We surround your plan with industry expertise.

- Simplify retirement planning with insights from the Nationwide Retirement InstituteSM
- Consult with highly experienced representatives in person or over the phone
- Access award-winning call center support²

We support your participants to help them reach their retirement goals.

- Personalize the experience with specific marketing messages tailored to each participant
- Connect with an award-winning mobile experience³
- Give employees a clearer picture of their retirement future with our suite of planning tools

Our better results mean your employees are better prepared for retirement.

Account Balance

Nationwide⁴:

\$56,243

+37%

Industry Average⁵:

\$41,195

We are Nationwide. And we want to help you and your employees prepare for and live in retirement.



Contact your Nationwide representative at 1-877-496-1630 for more information.



Nationwide®

¹ #1 Market Share: PLANSPONSOR 2014 Recordkeeping Survey.

² Dalbar Service Award: 2014 Plan Participant Service Award - December 2014.

³ Dalbar Inc. Innovations in the World of Mobile Optimized Websites: Quarter 3-2014.

⁴ Nationwide Internal Sales and Actuarial Reports, December 2014.

⁵ Plansponsor.com, 2014 Recordkeeping Survey.

Neither Nationwide® nor any of its representatives give legal or tax advice.

Information provided by Retirement Specialists is for educational purposes only and is not intended as investment advice. Please consult with your tax or legal advisor before making any decisions about plan matters.

Nationwide, through its affiliated retirement plan service and product providers, have endorsement relationships with the National Association of Counties and the International Association of Fire Fighters-Financial Corporation. More information about the endorsement relationships may be found online at www.nrsforu.com.

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The general distributor is Nationwide Investment Services Corporation (NISC), member FINRA. Nationwide Retirement Institute is a division of NISC.

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FOR PLAN SPONSOR ONLY

NRM-13064AO.1 (09/15)

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY OF MONTGOMERY, TEXAS, ADOPTING THE NATIONWIDE DEFERRED COMPENSATION PLAN; AND FURTHER PROVIDING FOR EFFECTIVE DATE, SEVERABILITY, AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS ADOPTED WAS OPEN TO THE PUBLIC, THAT THE PUBLIC NOTICE OF TIME, PLACE, AND THE SUBJECT MATTER OF THE PUBLIC BUSINESS TO BE CONSIDERED WAS POSTED AS REQUIRED BY LAW.

WHEREAS, the City has employees rendering valuable services; and

WHEREAS, the establishment of a deferred compensation plan for such employees serves the interest of the City by enabling it to provide retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the City has determined that the establishment of a 457(b) Deferred Compensation Plan to be administered by Nationwide serves the above objective; and

WHEREAS, after review and evaluation by the City Council, the City of Montgomery has decided to adopt the City of Montgomery 457(b) Deferred Compensation Plan (the "Plan"), a governmental 457(b) retirement plan, for the benefit of eligible employees.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Montgomery, Texas, that the City hereby adopts the Plan, to be effective on July 08, 2025:

Section 1: The City shall adopt the Plan administered by Nationwide.

Section 2: The City Council members of the Governing Board authorize the execution of the Plan document and authorize the performance of any other actions necessary to implement the adoption of the Plan. The members of the Governing Board may designate an authorized person to execute the Plan document and perform the necessary actions to adopt the Plan. The Employer will maintain a copy of the Plan, as approved by the Governing Board, in its files; and

Section 3: The Employer will act as administrator of the Plan and will be responsible for performing all actions necessary to carry out the administration of the Plan. The Employer may designate any other person or persons to perform the actions necessary to administer the Plan; and

Section 4: The Plan participants shall be provided with a summary of the Plan provisions within a reasonable period of time following the adoption of the Plan.

Section 5: Effective Date. This Resolution shall be effective from and after the date of approval by the City Council.

Section 6: Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable and, if any phrase, sentence, paragraph or section of this Resolution should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution, since the same would have been enacted by the City Council without the incorporation in this Resolution of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Resolution shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision, and to this end the provisions of this Resolution are declared to be severable.

Section 7. Open Meetings: The City Council of the City of Montgomery hereby finds and determines and hereby declares that the meeting at which this Resolution is adopted was open to the public, that the public notice of time, place, and the subject matter of the public business to be considered was posted as required by law.

PASSED AND APPROVED this 08th day of **July, 2025** by the City Council of the City of Montgomery, Texas.

CITY OF MONTGOMERY, TEXAS

Sara Countryman, Mayor

ATTEST:

Ruby Beaven, City Secretary

Montgomery City Council
AGENDA REPORT

Meeting Date: July 08, 2025	Budgeted Amount: N/A
Department: Administration	Prepared By: Ruby Beaven

Subject

Discussion on H.B. 1522 Open Meetings Notice and the impact on agenda processing.

Recommendation

Discussion Only.

Discussion

HB 1522, known as the Open Meetings Notice legislation, mandates increased transparency and timely notification for public meetings, significantly impacting how agendas are processed and communicated. This bill requires government entities to post agendas and meeting notices at least three (3) business days before the scheduled date of the meeting, ensuring the public has adequate time to review and prepare for discussions, thereby promoting accountability and participatory governance. As a result, the City must adopt more efficient scheduling and communication protocols to meet these requirements, which can lead to more streamlined agenda processing and improved public trust in government operations. This bill is effective September 01, 2025.

With the effective date approaching, the City leadership team has determined the best approach to this mandate is to start the process now to work out any kinks in the new scheduling. This way we can ensure compliance by the effective date.

Example of new scheduling:

Agenda item cutoff deadline Wednesday, July 09, 2025

Post Agenda by Wednesday, July 16, 2025

City Council Meeting on Tuesday, July 22, 2025

The leadership team has noted that the monthly reports that are presented at the second meeting of each month will have to be moved to the first meeting of the month. With that being said, the monthly reports for presentation on July 22, 2025 meeting will be moved to the August 12, 2025, meeting.

Approved By

City Administrator	Brent Walker	Date: 07/03/2025
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H.B. No. 1522

AN ACT

relating to notice of a meeting held under the open meetings law.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. The heading to Section 551.043, Government Code,
is amended to read as follows:

Sec. 551.043. TIME AND ACCESSIBILITY OF NOTICE; POSTING OF
BUDGET; GENERAL RULE.

SECTION 2. Section 551.043, Government Code, is amended by amending Subsection (a) and adding Subsections (c) and (c-1) to read as follows:

(a) The notice of a meeting of a governmental body must be posted in a place readily accessible to the general public at all times for at least three business days ~~[72 hours]~~ before the scheduled date ~~[time]~~ of the meeting, except as provided by Sections 551.044, 551.045, 551.046, and 551.1281 ~~[551.044-551.046]~~.

(c) The notice of a meeting required to be posted under Subsection (a) at which a governmental body will discuss or adopt a budget for the governmental body must include:

(1) a physical copy of the proposed budget unless the governmental body has made the proposed budget clearly accessible on the home page of the governmental body's Internet website; and

(2) a taxpayer impact statement showing, for the
median-valued homestead property, a comparison of the property tax

H.B. No. 1522

bill in dollars pertaining to the property for the current fiscal year to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year if:

(A) the proposed budget is adopted; and

(B) for a taxing unit as defined by Section 1.04, Tax Code, other than an independent school district, a balanced budget funded at the no-new-revenue tax rate as calculated under Chapter 26, Tax Code, is adopted.

(c-1) Subsection (c) does not apply to the governing board of a general academic teaching institution or of a university system to which Section 551.1281 applies.

SECTION 3. This Act takes effect September 1, 2025.

H.B. No. 1522

President of the Senate

Speaker of the House

I certify that H.B. No. 1522 was passed by the House on April 9, 2025, by the following vote: Yeas 147, Nays 0, 1 present, not voting; and that the House concurred in Senate amendments to H.B. No. 1522 on May 28, 2025, by the following vote: Yeas 132, Nays 2, 1 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 1522 was passed by the Senate, with amendments, on May 25, 2025, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED: _____
Date

Governor

Montgomery City Council
AGENDA REPORT

Meeting Date: 07/08/2025	Budgeted Amount: NONE
Department: Administration	Prepared By: WGA

Subject

Consideration and Possible Action the Escrow Agreement by and between the City of Montgomery and the Developer (“Mavis Southeast LLC”) and authorizing the Mayor to sign.

Recommendation

WGA recommends Council approve the Escrow Agreement as presented.

Discussion

The Escrow Agreement and supporting documents are attached.

A Developer (“Mavis Southeast LLC”) is proposing a Tire and Break shop on a 1.106-acre parcel of land to be located west of FM 2854, behind the CVS on the corner of SH 105 and FM 2854. The tract is located entirely within City limits and would not require annexation. The tract is platted and is zoned B-Commercial. No public utility extensions are needed for this site. A feasibility study would not be required for the proposed development. 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 cost of our city engineer’s review of the civil site plans 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: 07/03/2025
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City of Montgomery Development Application

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

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

A. GENERAL INFORMATION

1. Name of proposed development: Mavis - Montgomery
2. Name of Owner: Mavis Southeast LLC
Mailing Address: 100 Hillside Avenue
City/State/Zip: White Plains, NY 10603
Telephone Number: 914-215-6772 Fax Number: _____
Cell Phone: 914-215-6772 Email: Jmicik@mavis.com
3. Name of registered Professional Land Surveyor: Robert Kness
Firm Name & Registration No.: 10115500
Mailing Address: 11700 Katy Freeway
City/State/Zip: Houston, TX 77079
Telephone Number: 281-597-9300 Fax Number: _____
Cell Phone: 281-597-9300 Email: Robert.Kness@Kimley-Horn.com
4. Name of registered Professional Engineer: Miles Hennington
Firm Name & Registration No.: F-928
Mailing Address: 11700 Katy Freeway
City/State/Zip: Houston, TX 77079
Telephone Number: 281-920-6314 Fax Number: _____
Cell Phone: 281-920-6314 Email: Miles.Hennington@Kimley-Horn.com

B. DEVELOPMENT SPECIFICATIONS

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

Site is located within City of Montgomery city limits near the intersection of FM 2854 Road and State Highway 105W, adjacent to the existing CVS development.
MCAD Property ID 497978

If located in the ETJ:

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


Will Annexation be required: [] Yes [X] No

2. Property Description:

- a) Survey Name: John Corner Survey
- b) Abstract No.: 8
- c) Total Acreage: 1.106
- d) Current Zoning: District B Commercial
- e) Number of Lots: _____ Number of Blocks: _____ Estimated Commercial Value: 1,200,000
- f) Number of Streets: 1 Type: _____ Public 1 Private
- g) Total Acreage in Other uses (any land within the boundaries of the plat that is not divided into lots):
N/A
- h) Estimated Total Taxable Value: _____ Land 1,200,000 Improvements
- i) Estimated Size(s) of Lots: 1.106 ac.
- j) Estimated Value of House and Lot: \$189,210 (per Montgomery County Appraisal District)
- k) Water Capacity Requested: _____ gpd Wastewater Capacity Requested: _____ gpd

3. Certification

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



Signature of Owner/Agent

06/05/2025

Date

Received by: _____

Date

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

For City Use Only

Date Submitted: _____ Development Number: _____

Engineer's Recommendation: _____

Operator's Recommendation: _____

Is Annexation Required: _____

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

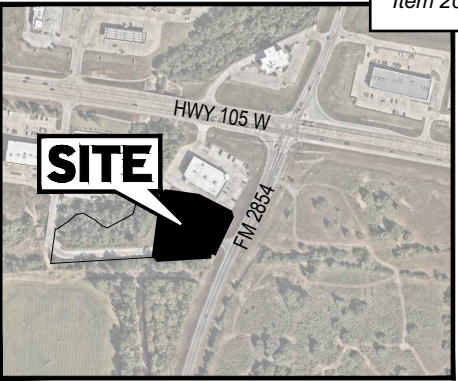
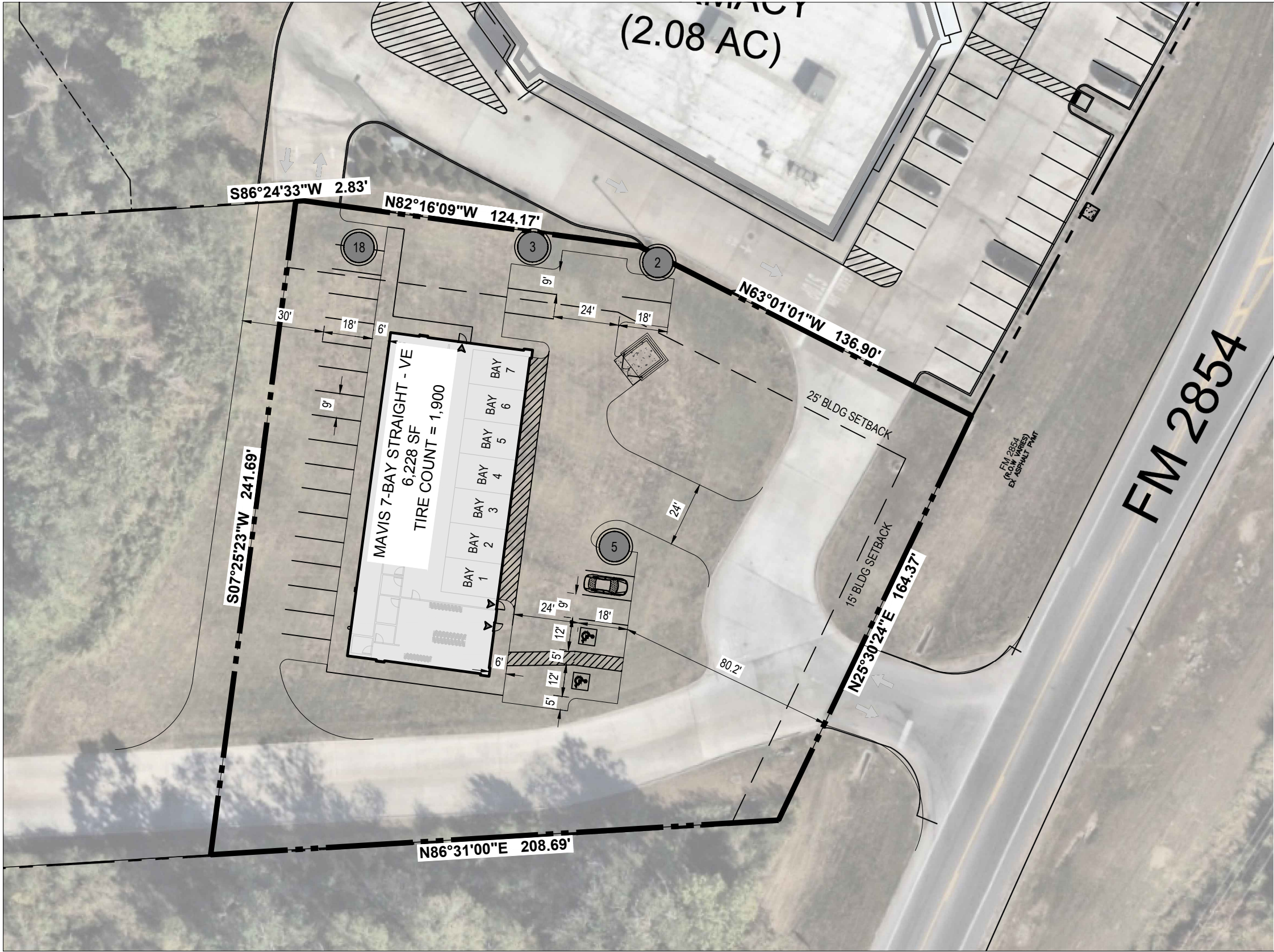
Amount of Service Recommended: _____

Additional Capacity Required: Water _____ gpd Wastewater _____ gpd

Tap Fee _____ Plan Review Fees _____ Inspection Fees _____ Impact Fee _____

Additional Considerations: _____

\\BOHLER\ENG\NET\SHARES\TX-PROJECTS\2024\TXA240203.00\CADD\DRAWINGS\CONCEPTS\CONCEPT PLAN\AP-CPTA-CNPT-TXA240203.00-0D----->LAYOUT: CONCEPT



OVERALL DEVELOPMENT MAP

CONCEPT PLAN NOTES

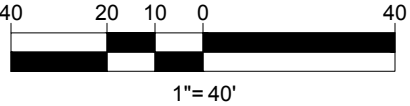
- 1. THIS CONCEPT WAS PREPARED STRICTLY AND SOLELY BASED UPON INFORMATION IDENTIFIED IN THE PLAN REFERENCES.
- 2. THE CONCEPT REPRESENTED HEREIN IDENTIFIES A DESIGN CONCEPT RESULTING SOLELY FROM LAYOUT PREFERENCES AND GUIDANCE DICTATED AND IDENTIFIED SOLELY BY THE CLIENT. THE FEASIBILITY WITH RESPECT TO OBTAINING LOCAL, COUNTY, STATE, AND OTHER APPLICABLE APPROVALS IS NOT WARRANTED, AND CAN ONLY BE ASSESSED AFTER FURTHER EXAMINATION AND VERIFICATION OF APPLICABLE REQUIREMENTS AND THE PROCUREMENT OF ALL NECESSARY JURISDICTIONAL APPROVALS.
- 3. THIS CONCEPTUAL PLAN IS PREPARED FOR CONCEPTUAL PRESENTATION PURPOSES, ONLY, AND IS NOT INTENDED TO AND SHOULD NOT BE UTILIZED AS A ZONING AND CONSTRUCTION DOCUMENT.
- 4. THE EXISTING CONDITIONS SHOWN HEREON ARE BASED UPON INFORMATION THAT WAS SUPPLIED TO THE ENGINEER BY THE OWNER AND OTHERS NOT UNDER ENGINEER'S CONTROL, AT THE TIME OF PLAN PREPARATION AND MAY BE SUBJECT TO CHANGE UPON PERFORMANCE OF ADDITIONAL DUE DILIGENCE AND/OR FIELD SURVEY.
- 5. IT IS STRONGLY RECOMMENDED THAT A ZONING CONFORMANCE ANALYSIS BE PERFORMED TO DETERMINE AND EVALUATE IF THERE ARE ANY RESTRICTIONS AND/OR ZONING ISSUES, CONCERNS OR RESTRICTIONS THAT MAY OR COULD IMPACT THE FEASIBILITY OF THIS PROJECT AS THE OWNER HAS DESCRIBED IT.
- 6. SIGN LOCATION ONLY HAS BEEN DETERMINED THROUGH THE CITY OF MONTGOMERY ORDINANCE. ANY RESTRICTIONS AS IT PERTAINS TO SIZE, COLOR, MATERIAL, OR OTHER PHYSICAL QUALITY IS TO BE CONFIRMED BY SIGNAGE CONSULTANT. ANY RESTRICTIONS AS IT RELATES TO SHOPPING CENTER BYLAWS ARE NOT TAKEN INTO ACCOUNT.
- 7. PROPERTY LINES SHOWN ARE BASED ON PDF ENTITLED, "EXHIBIT A" PROVIDED BY MAVIS AND ARE SUBJECT TO CHANGE PENDING FIELD SURVEY

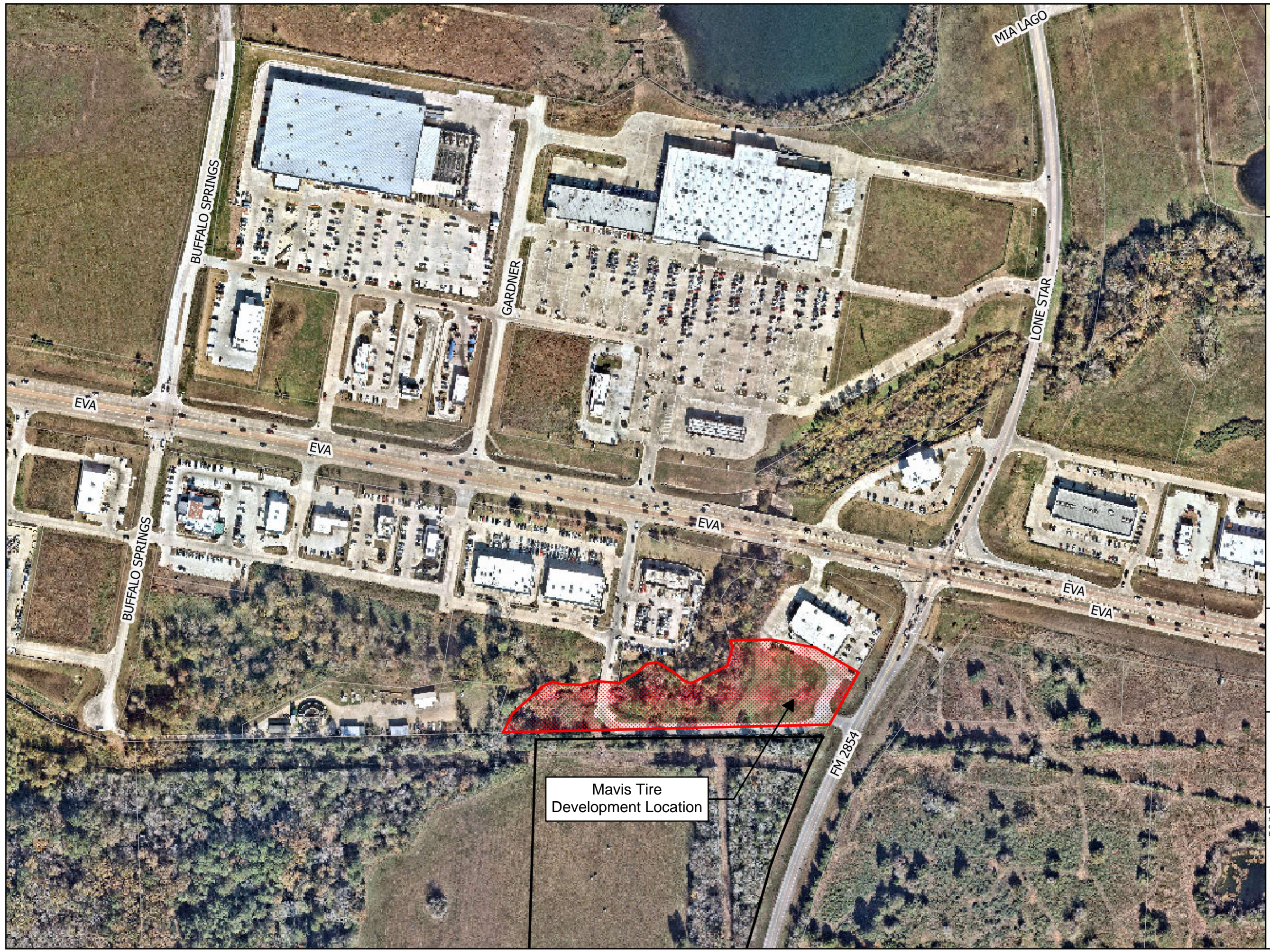
PRELIMINARY INFORMATION	
PARCEL SIZE FROM GIS	± 1.12 AC
ZONING	B - COMMERCIAL
MINIMUM REQUIRED PARKING	TBD
PROPOSED SPACES	28 SPACES
FRONT BUILDING SETBACK	25'
REAR BUILDING SETBACK	0' (15 ADJACENT TO ROADWAY)
SIDE BUILDING SETBACK	0'
FRONT LANDSCAPE BUFFER	TBD
SIDE LANDSCAPE BUFFER	TBD
REAR LANDSCAPE BUFFER	TBD



PROPOSED MAVIS TIRE & BRAKES

MONTGOMERY, TX 77356 | PLAN REV. 1





- Legend
- City Limits
 - ETJ
- Tract Boundaries
- Mavis Tire Development Location

Mavis Tire Development Location

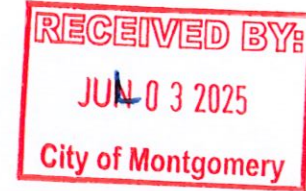


Disclaimer: This product is offered for graphical purposes only and may not be suitable for legal, engineering, or surveying purposes. The information shown on this exhibit represents the approximate location of property, municipal boundaries or facilities.



**TRANSMITTAL**

July 2, 2025

VIA Courier***Mavis Tire Supply***

James Micik
Director of Entitlements
100 Hillside Avenue
White Plains, NY 10603
(914) 215-6772
jmicik@mavis.com

To: City of Montgomery
Attn: City Council
101 Old Plantersville Rd
Montgomery, TX 77356

Re: Mavis Tires & Brakes #2322
The Shoppes at Montgomery

Included in Transmittal:

Please find enclosed the original signed escrow agreement as well as a check in the amount of \$6,000.00.

Thank you.

Confidentiality Note: This document, and any attachment to it, contains confidential information intended only for the use of the designated recipients, which information may also be privileged. If the reader of this document is not the intended recipient, the document has been received in error and any use, review, dissemination, distribution, disclosure or copying of this message is strictly prohibited. If you have received this document in error, please notify the sender and immediately destroy this document.

ESCROW AGREEMENT

BY AND BETWEEN

THE CITY OF MONTGOMERY, TEXAS,

AND

Mavis Southeast LLC

Dev. No. 2504

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 Mavis Southeast LLC, a Limited Liability Company, (hereinafter called the "Developer").

RECITALS

WHEREAS, the Developer desires to acquire and develop all or part of a The Shoppes At Montgomery Replat, Reserve, sometimes referred to as the Mavis Tire Tract, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

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

AGREEMENT

ARTICLE I

SERVICES REQUIRED

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

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

ARTICLE II

FINANCING AND SERVICES

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

Administrative	\$500
City Engineer	\$5,000
Legal	\$500
<hr/>	
TOTAL	\$6,000

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

Section 2.03 The total amount shown above for the Escrow Fund is intended to be a “Not

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

ARTICLE III,

MISCELLANEOUS

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

Section 3.02 If either party is rendered unable, wholly or in part, by *force majeure* to carry out any of its obligations under this Escrow Agreement, then the obligations of such party, to the extent affected by such *force majeure* and to the extent that due diligence is being used to

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

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

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

Section 3.05 Any notice, communication, request, reply or advice (hereafter referred to as "notice") herein provided or permitted to be given, made, or accepted by either party to the other

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

If to City, to:	City Administrator City of Montgomery 101 Old Plantersville Rd. Montgomery, Texas 77356
If to Developer, to:	James Micik Mavis Southeast, LLC 100 Hillside Avenue White Plains, New York 10603

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

Maivis Southeast LLC
Developer

By: Matt Sheffield
Signature

Title: VP. Store Development + Construction

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 NEW YORK {

COUNTY OF WESTCHESTER {

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Matthew Sheffield, VP Store Development + Construction of Mavis Southeast LLC, a Delaware 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 2 day of July, 2025.

Notary Public, State of New York

