

# NOTICE OF REGULAR TELEPHONE/VIDEO CONFERENCE MEETING

April 14, 2020

## MONTGOMERY CITY COUNCIL

STATE OF TEXAS

AGENDA

COUNTY OF MONTGOMERY

CITY OF MONTGOMERY

**NOTICE TO THE PUBLIC IS HEREBY GIVEN** in accordance with the order of the Office of the Governor issued March 16, 2020, the Montgomery City Council will conduct its Regular Meeting scheduled for 6:00 p.m. on Tuesday, April 14, 2020, at City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas via Zoom Teleconferencing.

This meeting will be closed to in person attendance by the public. A temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code. Telephonic and videoconferencing capabilities will be utilized to allow individuals to address the City Council. Emails may also be submitted to [shensley@ci.montgomery.tx.us](mailto:shensley@ci.montgomery.tx.us) by 3:00 p.m. on April 14, 2020.

Members of the public are entitled to participate remotely via Zoom Teleconferencing. Citizens may join the Zoom Meeting by logging on at <https://us04web.zoom.us/j/264786949> and using Meeting ID: 264 786 949. They may also join by calling (346) 248-7799 and entering the Meeting ID: 264 786 949. The Meeting Agenda Pack will be posted online at [www.montgomerytexas.gov](http://www.montgomerytexas.gov). The meeting will be recorded and uploaded to the City's website on the next following day.

*Members of the public who wish to submit their written comments on a listed agenda item must submit their comments by email to [shensley@ci.montgomery.tx.us](mailto:shensley@ci.montgomery.tx.us) by 3:00 p.m. on April 14, 2020.*

### CALL TO ORDER

### INVOCATION

### PLEDGE OF ALLEGIANCE TO FLAGS

### VISITOR/CITIZENS FORUM:

Any citizen with business not scheduled on the agenda may speak to the City Council. Prior to speaking, each speaker must be recognized by the Mayor. Council may not discuss or take any action on an item, but may place the issue on a future agenda. The number of speakers along with the time allowed per speaker may be limited.

- State or type your name at the time of making your comment.
- Limit comment to a maximum of three minutes.

### CONSENT AGENDA:

1. Matters related to the approval of minutes of the March 10, 2020, Public Hearings and Regular Meeting and March 23, 2020, Special Emergency Meeting.
2. Consideration and possible action regarding authorizing the Mayor to execute an Agreement to Accept Donation of Real Property and Donation Deed on behalf of the City granting property to TxDOT for a right-hand turn lane at the southeast corner of the intersection of SH 105 and FM 149.

**CONSIDERATION AND POSSIBLE ACTION:**

3. City Administrator to update the City Council on items related to the COVID-19 Disaster Declaration.

**EXECUTIVE SESSION:**

The City Council reserves the right to discuss any of the items listed specifically under this heading or for any items listed above in executive closed session as permitted by law including if they meet the qualifications in Sections 551.071(consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding gifts), 551.074 (personnel matters), 551.076 (deliberation regarding security devices), and 551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the Government Code of the State of Texas. *(There are no items at this time.)*

**COUNCIL INQUIRY:**

Pursuant to Texas Government Code Sect. 551.042 the Mayor and Council Members may inquire about a subject not specifically listed on this Agenda. Responses are limited to 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.

**ADJOURNMENT**



*Susan Hensley*  
Susan Hensley, City Secretary

I certify that the attached notice of meeting was posted on the bulletin board at City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas, on the 9th day of April 2020 at 2:15 o'clock p.m. I further certify that the following news media was notified of this meeting as stated above: The Courier

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

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**MINUTES OF PUBLIC HEARINGS and REGULAR MEETING**

**March 10, 2020**

**MONTGOMERY CITY COUNCIL**

**CALL TO ORDER**

Mayor Sara Countryman declared a quorum was present and called the meeting to order at 6:00 p.m.

Present: Sara Countryman Mayor  
John Champagne, Jr. City Council Place # 2  
T.J. Wilkerson City Council Place # 3  
Rebecca Huss City Council Place # 4

Absent: Vacant City Council Place # 1  
Tom Cronin City Council Place # 5

Also Present: Richard Tramm City Administrator  
Alan P. Petrov City Attorney  
Susan Hensley City Secretary

**INVOCATION**

John Champagne gave the Invocation.

**PLEDGE OF ALLEGIANCE TO FLAGS**

**PUBLIC HEARING(S):**

**Convene into Public Hearings for the purpose of giving all interested persons the right to appear and be heard regarding the following:**

1. **Convene into Public Hearing** – By the City Council, acting as the Zoning Board of Adjustment, regarding a 25-foot front building line variance request instead of the required 35-feet for the proposed Heritage III development along SH 105 west of the Louisa Street intersection (21227 and 21265 Eva Street, Montgomery), as submitted by Cheatham Management.

Since there was not a supermajority of City Council members present, Rebecca Huss moved to postpone Items 1, 2, 3, 11 and 14 until the next regularly scheduled City of Montgomery City Council Meeting on March 24, 2020, at 6 p.m. at 101 Old Plantersville Road, Montgomery, Texas. T.J. Wilkerson seconded the motion, the motion carried unanimously. (3-0)

**Adjourn Public Hearing.**

2. **Receive Final Report** from the Planning and Zoning Commission resulting from their two (2) Public Hearings held on February 24, 2020, and March 3, 2020, regarding rezoning the following property from R-1-Single-Family to B-Commercial: for Lot 16, Area D, Montgomery Townsite Section Four, as submitted by Cheatham Management. (A 0.576-acre tract of land adjacent to 21123 Eva Street, Montgomery, Texas.)
  
3. **Convene into Public Hearing** – Rezoning the following property from R-1-Single-Family to B-Commercial: for Lot 16, Area D, Montgomery Townsite Section Four, as submitted by Cheatham Management. (A 0.576-acre tract of land adjacent to 21123 Eva Street, Montgomery, Texas.)

**Adjourn Public Hearing.**

**VISITOR/CITIZENS FORUM:**

Any citizen with business not scheduled on the agenda may speak to the City Council. Prior to speaking, each speaker must be recognized by the Mayor. Council may not discuss or take any action on an item, but may place the issue on a future agenda. The number of speakers along with the time allowed per speaker may be limited.

**CONSENT AGENDA:**

4. Matters related to the approval of minutes of the Regular Meeting held on February 25, 2020.
5. Consideration and possible action regarding street closures for the annual Freedom Festival.
6. Consideration and possible action regarding street closures for the annual Wine and Music Festival.
7. Consideration and possible action regarding completion of a one-year warranty period for the Buffalo Springs Drive Waterline Bridge Crossing Project.

8. Consideration and possible action regarding approval of an Escrow Agreement by and between the City of Montgomery and Tony Cook for the proposed Montgomery Townhomes Development (Dev. No. 2001).
9. Consideration and possible action regarding the annual renewal of the Mobile Home Park Application for Cedar Crest Mobile Home Park.
10. Consideration and possible action regarding the correct spelling of McCown Street.

Rebecca Huss advised she had a comment on Agenda Item 6, stating that she wanted to point out with this being the second time they are needing a waiver of the City paved and leased parking lot. Rebecca Huss said they are compounding what she thinks is the error of amending their 20-year lease contract for that parking lot, and entering into a personal vendetta or supporting a personal vendetta between the owner of the underlying land and various events in the City. Rebecca Huss said she did not think there was anything that they can do about it because as an event, the two events that have come before City Council she has obviously supported and they are very important for the community and the organizations they support. Rebecca Huss said she does not think it is right for some events to be supported and some not supported at the whim of the person underlying the property when the City is the one with the 20-year lease on the property. Rebecca Huss said the City is supporting this little personal vendetta and she did not think it was an appropriate action that she did not see any way out of. Rebecca Huss said she voted against the amendment to the lease because she did not think they were in a position where they had to do so. Rebecca Huss said she thinks it is wrong that a sitting City Council member gets a benefit from the City in that way, and these are the consequences that were foreseeable at the time, and she feels it is inappropriate and unfortunate.

John Champagne commented on Item 7, asking about the one-year warranty on the Buffalo Springs Bridge, and said he just happened to go over the Bridge earlier and the asphalt approaches on either side, but the one on the north side seems in disrepair and asked if that was part of the warranty. Mr. Roznovsky advised that was not part of this project, but they are aware of that and they have contacted the contractor for that repair, which was a previous repair that had been done. Mr. Roznovsky said the contractor made that repair on their one-year warranty, which has failed, so he has been contacted to come back out and repair the asphalt. John Champagne said it looks like there have been remediation repairs done, with squares cut

out, and those are not looking good either. Mr. Roznovsky said that was what he was talking about, the contractor did those repairs in September or October and they are failing, and all of them are having issues, with the main one being closest to the State Farm building, that has a noticeable pothole, so they contacted the contractor and they are researching exactly what happened. Mr. Roznovsky said that Agenda Item is not part of that project, it is only the waterline that is hanging off the bridge and connects to the ends to close the loop. Mr. Roznovsky said it was a different contractor and a different contract for the asphalt. Mr. Tramm said the action item on the Agenda is a different item, but what was brought up is at the same location. Mr. Tramm said he would talk to Mr. Roznovsky at a different time outside of the meeting regarding the timeline for the repairs. Rebecca Huss said they had specifically brought that issue up because they did the one-year warranty discussion several meetings ago. Mr. Roznovsky said they had discussed that at a meeting in January 2020. Rebecca Huss said City Council had been assured those issues were addressed. Mr. Roznovsky said they were addressed but not sufficiently, which they had recognized. John Champagne asked about the warranty time for the asphalt repair. Mr. Roznovsky said he will need to go back and see how the contract had been written because it is a little bit of a gray area since it was a repair that was done to a one-year warranty, but they still believe it is pretty clear the contractor repaired the area, but the repair did not hold up and within four or five months something went wrong. John Champagne asked if the contractor was subbed through the City or the contractor that did the bridge work. Mr. Roznovsky said the underlying contractor was Glenn Fuqua, who the City had a contract with, and he subbed the paving to Larry Young Paving. John Champagne said the warranty would fall on the general contractor. Mr. Roznovsky said that is correct, and said they are going through Glenn Fuqua because this is what they believe is their responsibility to make the repair. Mr. Roznovsky said the item on the Agenda is a separate contractor from that issue.

Mayor Countryman asked to clarify if the contractor repairs the road and then it fails in another four months, would it then be outside the one-year warranty and would it now be on the City or does that continue to be on Glenn Fuqua. Mr. Roznovsky said these are issues they are going to have to continue to work out because if this is a reoccurring issue, they need to get to the bottom of it. Mr. Roznovsky said the repair they did was obviously not sufficient, and there is an underlying issue going on that was not repaired the first time, which is why they are doing more investigating to see what needs to be done to get the road repaired correctly so this does

not keep occurring. Mayor Countryman said the work was done originally and then it was repaired, and then they asked the same contractor to repair the road and then will they go back to the same contractor a third time, and if that fails when will they stop doing that. Mr. Roznovsky said he thinks it will come down to time and if this repair is done correctly and differently and holds up. Mayor Countryman asked how long the repair must hold up. Mr. Roznovsky said they do not have that lined out, so that is one of the issues they have to work out with the contractor, and they will need a guarantee that if they keep on repairing the asphalt and the day they leave it is over, they need to work it out. Mayor Countryman said it almost seems like they need a one-year warranty from the date of the repair itself. Mr. Roznovsky said they are working through that and they are aware and know it is a top priority to get that repaired.

John Champagne asked when the County did road work that Public Works oversaw, were there specifications for that repair. Mr. Roznovsky said there was. John Champagne asked if they were meeting those specifications. Mr. Roznovsky said that is what they are going back to confirm. Mr. Roznovsky said on the north side of the bridge there were areas where they only did a top coat of asphalt and other areas where they did a full base, where it is washed out, and this is right near that area, which is why they are going back to the photos to see if this is a base failure or did they do the work that should have put the base back that is failing. Mayor Countryman asked if Mr. Roznovsky anticipated an answer soon or in days. Mr. Roznovsky said yes, he did expect to hear something.

Rebecca Huss moved to accept the Consent Agenda as presented. T.J. Wilkerson seconded the motion, the motion carried unanimously. (3-0)

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

11. Consideration and possible action, by City Council Acting as the Zoning Board of Adjustment, regarding a 25-foot front building line variance request instead of the required 35-feet for the proposed Heritage III development along SH 105 west of the Louisa Street intersection (21227 and 21265 Eva Street, Montgomery), as submitted by Cheatham Management.  
This item was postponed under Item 1.

12. Consideration and possible action regarding a proposed 11-foot vegetative buffer instead of the required 25-foot buffer for the proposed Heritage III development.

Mr. Tramm presented the item, stating the subdivision ordinance requires a vegetative setback of at least 25-feet for commercial property when it abuts a single-family residential area. Mr. Tramm said the developer is requesting a variance from this requirement and per the ordinance, the City Council is the one who authorizes the variance. Mr. Tramm said this item was referred to the Planning and Zoning Commission and City Engineer for their opinions, which are included.

Rebecca Huss asked if the developer would rather do all these items at one time. Mr. White, Engineer for the developer, stated a few of the items were taken off because of the number of the quorum and will be presented later this month. Mr. White said they would not mind presenting what they have today because they are two different variances since they are different parts of the ordinances and the others are going through different approval processes. Mr. White said what they would be proposing is their screening, and this item is specific to the vegetative buffer between the commercial development and the adjacent residential development. Mr. White said the actual encroachment of that is going to be a parking structure.

Mr. White presented some renderings of the building and said it will look very similar to the other buildings Mr. Cheatham has built in the City as Heritage Place 1 and 2. Mr. White said they wanted to do some type of living wall system but the details are not quite worked out yet of exactly what system they are going to use, and how it is going to be placed. Mr. White said the idea and likely the most economical solution will be placing this on the parking garage structure itself and allowing the vine system to grow up and create a more pleasing esthetic in the back of the parking structure. Mr. White said the idea would be that the living wall would come from the bottom of the structure all the way to the top. Mr. White said they had discussed sheeting on the top deck but thought they would just do the greenery all the way to the top of the building so that would be what the residents would see. Mr. White said they drove by the property today and noticed there were one or two nice large trees on the residential lot itself that would already provide a little vegetation. Mr. White said what they were proposing was screening. Mr. White said since they would be taking up a lot of the back of the property with the parking structure, a lot of the vegetation will be in the front in planter boxes which Mr. White said the landscape package would be submitted to the City and said their goal is to exceed what the City ordinance requires.



Mayor Countryman asked who would be responsible for maintenance and replanting of the living wall and getting the greenery up, and said they also wanted some vines at that location. Mr. White said Mr. Cheatham's goal is to continue to own and lease the property and not sell the property. John Champagne asked if the building would be facing the south. Mr. White said it would be facing the residents. Rebecca Huss said the picture with the tower looks like they have alternating a section of vines and then a section of windows, and asked if they intended to alternate light, and then dark? Mr. White said the photo was more to represent the vine system and said that part has not been worked out. Rebecca Huss said the 100% screening would make it really dark inside but would provide a lot of privacy to the neighbors. Mr. White said the structure would likely be more steel construction and steel fabricated with the vine system hanging on to that structure. Mr. White said they did not want it to be just a piece of metal.

Rebecca Huss said before City Council started acting as the Board of Adjustments, the Board of Adjustments as a separate group provided variances with specific language in it to ensure they were not just giving a blanket statement that provided for whoever owns the land or whatever they decided to do, and asked if there was language that would cover this type of building that would give City Council confidence that a type of structure that created this type of result would be built if they provided the 11-foot vegetative buffer instead of the 25-foot vegetative buffer. Mr. White said what they have asked for is that with the variance being approved they would propose doing a living wall system as that screening. Mr. White said the type of system and location of the system would still be determined, but they would do some living wall system that would provide screening between the structure of 11-feet where the setback would be placed and the current property line. Mr. White said something along the lines of that language would be something they would propose. Rebecca Huss asked if it would be the entire height of the parking structure. Mr. White said he did not think that would be an issue, he thought if they came back with an equal alternative that would go against that then they would present that back. John Champagne asked if they were talking about the property line. Rebecca Huss said no, she was just saying that if City Council acting as the Board of Adjustments, they were going to give a variance contingent upon the developer providing a living wall system as a screening method to cover a parking structure in its entirety up to the top of the structure.

John Champagne said they have not had a public hearing on this information. Mr. McCorquodale said it is out of the subdivision ordinance, which does not require a public hearing. Mr. McCorquodale said this information has been to the Planning and Zoning Commission last night and they have attached their opinion with the information along with the City Engineer's detailed

opinion. Mr. McCorquodale said he felt it was a prudent approach to take the information to the Planning and Zoning Commission. Mr. White said they still must have the public hearing for the building line setback in the front.

John Champagne moved to approve the variance request for an 11-foot vegetative buffer instead of the required 25-foot buffer for the proposed Heritage III development. T.J. Wilkerson seconded the motion.

Discussion: Rebecca Huss said she would like to offer an amendment that this is contingent upon the developer creating a living wall system as screening covering the entire south portion of the parking structure or an approved equal system. John Champagne asked Rebecca Huss if that would preclude if there was a better or alternative system that might be better than this one. Rebecca Huss said she stated approved or an equal system. John Champagne said they can amend the motion. Rebecca Huss said she thought that was the language that Mr. White suggested that they were comfortable with. John Champagne said that was broad. Rebecca Huss said it provides City staff to decide whether the Planning and Zoning Commission needs to bring it back, and gives them certainty that should the mattress, oil or telephone selling guys do a corporate raid on Mr. Cheatham, but they don't have an 11-foot back buffer. T.J. Wilkerson seconded the amended motion.

The motion carried unanimously. (3-0)

13. Update on the Montgomery Music & Mudbugs Festival to be held on March 21, 2020.

Mr. Tramm advised the festival would be held on March 21, 2020, between the hours of 2 p.m. to 10:00 p.m. and will be held near the intersection of C.B. Stewart Drive and Clepper Street at Ransom's Steakhouse. Mr. Tramm said he spoke with the promoter, Charlie Diggs Entertainment earlier and they are still intending on moving forward with the event, with the current COVID-19 issues in the area. Mr. Tramm said they are going to provide additional hand washing and sanitizing stations for the public. Mr. Tramm said they are looking forward to having a great event here in Montgomery.

John Champagne asked if there would be crawfish. Mayor Countryman said that was correct. Rebecca Huss said they are subject to any directives given by the County Health Department. Mayor Countryman said it looks like there are quite a few sponsors for the event. Mr. Tramm said

there seems to be a lot of public interest in the event, and they are looking forward to bringing those people to Montgomery. Mayor Countryman said there is also the Fly the Texas Flag Challenge with the Spirit of Texas Bank that morning and honoring the veterans with breakfast at 9:00 a.m. at Spirit of Texas Bank.

14. Consideration and possible action regarding adoption of the following Ordinance:

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AMENDING THE ZONING CLASSIFICATIONS AS DEFINED IN THE CITY CODE OF ORDINANCES CHAPTER 98, "ZONING," FOR LOT 16, AREA D, MONTGOMERY TOWNSITE SECTION FOUR FROM "R-1" SINGLE-FAMILY AND "B" COMMERCIAL ZONING DISTRICTS, AS FOUND ON THE CITY'S OFFICIAL ZONING MAP TO "B" COMMERCIAL ZONING DISTRICT CLASSIFICATION; AND TO AMEND THE OFFICIAL ZONING MAP; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE UPON PASSAGE AND PUBLICATION.

15. Consideration and possible action regarding award of the following contract(s):

- a) Grounds Maintenance; and
- b) Right-of-Way Mowing and Lift Stations Weed Control.

Mr. Muckleroy presented the information stating they went out for bids as City Council had requested, they reviewed the bids and did some reference checks and they are making a recommendation to go with Cody's Lawn Service for both the grounds maintenance and the right-of-way mowing together. Mr. Muckleroy said they split the bids to see if they would get a better deal on the grounds maintenance and get a little more attention to detail with a smaller company. Mr. Muckleroy said Cody's Lawn Service bid on both of the items and was the lowest on the grounds maintenance and second place bidder on the right-of-way mowing, but the lowest bidder was the contractor they elected to go away from three years ago, so they did not make that recommendation.

John Champagne moved to authorize the City Administrator to execute the contract for grounds maintenance and right-of-way mowing and lift stations weed control to Cody's Lawn Service, LLC. Rebecca Huss seconded the motion, the motion carried unanimously. (3-0)

Rebecca Huss thanked Mr. Muckleroy for doing the extra work to split the contract.

**EXECUTIVE SESSION:**

The City Council reserves the right to discuss any of the items listed specifically under this heading or for any items listed above in executive closed session as permitted by law including if they meet the qualifications in Sections 551.071(consultation with attorney), 551.072 (deliberation regarding real property),551.073 (deliberation regarding gifts), 551.074 (personnel matters), 551.076 (deliberation regarding security devices), and 551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the Government Code of the State of Texas.

The City Administrator advised there were no items to be discussed in Executive Session.

16. Adjourn into Closed Executive Session as authorized by the Texas Open Meetings Act, Chapter 551 of the Government Code, in accordance with the authority contained in the following:

Section 551.071 (consultation with attorney); and

Section 551.072 (deliberation regarding real property).

Mayor Countryman adjourned into Executive Session at 6:30 p.m.

Mr. Tramm advised there were no items to be discussed in Executive Session.

Reconvene in Open Session.

Mayor Countryman reconvened into Open Session at 6:31 p.m.

#### **POSSIBLE ACTION FROM EXECUTIVE SESSION:**

17. Consideration and possible action(s), if necessary, on matter(s) deliberated in Closed Executive Session.

No action was taken on this item.

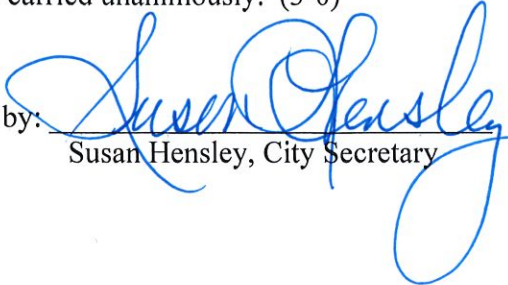
#### **COUNCIL INQUIRY:**

Pursuant to Texas Government Code Sect. 551.042 the Mayor and Council Members may inquire about a subject not specifically listed on this Agenda. Responses are limited to 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.

There were no comments made.

**ADJOURNMENT**

John Champagne moved to adjourn the meeting at 6:31 p.m. T.J. Wilkerson seconded the motion, the motion carried unanimously. (3-0)

Submitted by:  Date Approved: \_\_\_\_\_  
Susan Hensley, City Secretary

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

**MINUTES OF SPECIAL EMERGENCY MEETING**

**March 23, 2020**

**MONTGOMERY CITY COUNCIL**

**CALL TO ORDER**

Mayor Sara Countryman declared a quorum was present and called the meeting to order at 4:01 p.m.

Present: Sara Countryman Mayor  
John Champagne, Jr. City Council Place # 2  
T.J. Wilkerson City Council Place # 3

Attended via Teleconference:

Rebecca Huss City Council Place # 4  
Tom Cronin City Council Place # 5

Absent: Vacant City Council Place # 1

Also Present: Richard Tramm City Administrator  
Susan Hensley City Secretary

**THIS EMERGENCY MEETING WAS CALLED FOR THE PURPOSE OF RESPONDING TO THE CONTINUING THREAT TO PUBLIC HEALTH AND SAFETY ARISING OUT OF THE IMPACT OF THE COVID-19 CRISIS IN THE CITY OF MONTGOMERY, TEXAS.**

PURSUANT TO TEXAS GOVERNMENT CODE SECTION 418.1102 THE MEETING MAY BE CONVENED BY LESS THAN A QUORUM OF THE CITY COUNCIL IF A MAJORITY OF THE MEMBERS ARE UNABLE TO ATTEND BECAUSE OF THE DISASTER.

**INVOCATION**

John Champagne gave the Invocation.

**PLEDGE OF ALLEGIANCE TO FLAGS**

Mayor Countryman announced, for the record, there are less than ten (10) people in the Council Chambers due to COVID-19, we are adhering to all orders countywide, statewide and nationwide.

1. Consideration and possible action to adopt the following Resolution:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS CONTINUING THE DISASTER DECLARATION ISSUED BY MAYORAL PROCLAMATION ON MARCH 19, 2020 IN RESPONSE TO THE COVID-19 PUBLIC HEALTH EMERGENCY.

Tom Cronin asked what is going to be accomplished by adopting this Resolution. Tom Cronin said they already have an order by the County Judge, and said he gets real concerned with local governments and he gets kind of nervous. Tom Cronin stated that by adopting the Resolution he thinks they are giving the Mayor more authority than she needs or deserves because there is a lot of small businesses in town that are trying to survive and he did not understand why we are adopting a local Resolution and what that would do for the City of Montgomery.

Mr. Tramm advised that two of the primary things the Resolution does is allows the City to put its Emergency Plan into action, which requires action by the Mayor and/or City Council. Mr. Tramm said the Mayor's Proclamation is good only for seven (7) days and then it must be continued by City Council to run for a longer period. Mr. Tramm said the other thing it does, should state and/or federal disaster reimbursement funds become available, if we do not have a Disaster Declaration the City may not be eligible for reimbursement for those funds. Mr. Tramm said if there is any extra expense the City must go to; we will need a Disaster Declaration on this level for City expenditures to be reimbursed.

Tom Cronin asked to confirm that this was for the City and not for businesses and that we are more concerned about the City getting reimbursed for something as opposed to the potential businesses they have after bankrupting itself. Mr. Tramm said this is for the City to be reimbursed. Mr. Tramm said one of the things that he has tasked a staff member with is tracking all federal items so they can work with local businesses and so those funds would be reimbursable too. Mr. Tramm said he did not think they could take the role that the City is directly reimbursing businesses, but we do have latitude to work with the businesses and try to help them out.

John Champagne said he read through the Resolution and he did not see where it specifically prohibits any business from opening, and we still have a latitude on a municipal level to allow

businesses to operate as they see fit. Mr. Tramm said they did if it does not conflict with the County Judge's regulations. Mayor Countryman said that regulation is ten (10) people. Mayor Countryman said this Resolution is necessary for proper paperwork should there be funds available for reimbursement, and for businesses she was not sure if they must be in a declared City or territory to get funds. John Champagne asked if the City would be in noncompliance with the County Ordinances, which supersedes municipal if they did not comply with the ten (10) person rule and other things they have listed. Mr. Tramm said regardless the City must follow those guidelines, and that was one reason why about a week ago he received a call from the County Judge's office related to the Mud Bug Festival because while the City didn't have a specific item in place at that point, the County informed the City they were required to be moving that date. Mr. Tramm said, fortunately, they moved the date of the Festival on their own before there was any communication.

John Champagne advised Tom Cronin that he was with him, he just did not see any latitude in the City getting out of doing this. Tom Cronin said he just wanted to make sure that no extraordinary measures can be taken locally. John Champagne said he did not think this would open them up to that. Mayor Countryman said she was confident we are doing what is supposed to happen or should happen to protect everyone.

Rebecca Huss said she would also like to point out that we are lacking in a Department of Public Health and other agencies, like Emergency Management, that would give us the knowledge and ability to project authority in those areas, we are essentially under the guidance of the County, who is either better than or worse than, but taking guidance from the state authority, who is better or worse than the federal government who supersedes the state, who supersedes the county. Rebecca Huss said they don't have the departments, so they really have nothing to add to the layer of government. Mayor Countryman said they are not adding anything they are just going along with them and not stepping outside of any boundaries. Rebecca Huss said there is nothing in the document that says they intend to do anything they are just laying out the facts and stating the Disaster Declaration that was laid out by the Mayor is being continued by City Council. Mr. Tramm said the City does have tools that it could put additional items in the document, but City Council is not choosing to do that, they are going along with the County by the adoption of this Resolution.

John Champagne moved to adopt the Resolution as read. T.J. Wilkerson seconded the motion, the motion carried unanimously. (4-0)

2. Consideration and possible action regarding adoption of the following Ordinance:



AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, ORDERING THAT THE GENERAL ELECTION AND SPECIAL ELECTION SCHEDULED TO BE HELD ON SATURDAY, MAY 2, 2020, BE POSTPONED TO TUESDAY, NOVEMBER 3, 2020; AUTHORIZING ELECTION SERVICES AGREEMENT AND JOINT ELECTION AGREEMENT FOR THE NOVEMBER 3, 2020 ELECTIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mr. Tramm said this is an item that came out from the Governor's office to be able to move these elections to a time frame that would allow people to get out without a climate of fear or without having to be under the gun of catching some infectious disease. Mr. Tramm said while they don't have any confirmation from Montgomery County, who we contract with, one way or the other that they would or would not have this, he believes they are hoping that everyone will move their elections and they don't have to make that decision. Mr. Tramm said the projections that he is looking at indicate this situation is going to get worse before it gets better and it will take us into the early voting period if not through the election.

Rebecca Huss asked if there would be an election in November anyway. Mr. Tramm said yes, this will put the City in the November 3, 2020, General Election date that has the other elections, and it means more elections will be held on the same general date and it should cost the City less money because there will be a lot more entities combining their elections. John Champagne said that is the only reason that he would not vote against this.

T.J. Wilkerson moved to adopt an Ordinance that the General Election and Special Election scheduled to be held on Saturday, May 2, 2020, be postponed to Tuesday, November 3, 2020, and authorizing elections services agreement and joint election agreement for November 3, 2020; authorizing elections services agreement and joint election agreement for the November 3, 2020 elections; providing a repealing clause; providing a severability clause; and providing an effective date. John Champagne seconded the motion. The motion carried with a vote of 3-Ayes and 1-Nay- Tom Cronin. (3-1)

**EXECUTIVE SESSION:**

The City Council reserves the right to discuss any of the items listed specifically under this heading or for any items listed above in executive closed session as permitted by law including if they meet the qualifications in Sections 551.071(consultation with attorney), 551.072 (deliberation regarding real

property), 551.073 (deliberation regarding gifts), 551.074 (personnel matters), 551.076 (deliberation regarding security devices), and 551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the Government Code of the State of Texas. (No items at this time.)

No executive session was conducted.

**COUNCIL INQUIRY:**

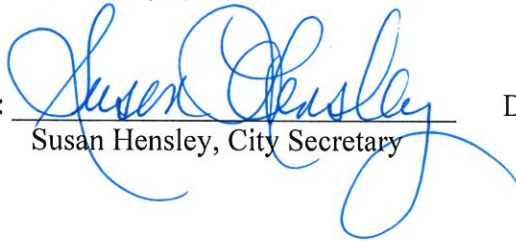
Pursuant to Texas Government Code Sect. 551.042 the Mayor and Council Members may inquire about a subject not specifically listed on this Agenda. Responses are limited to recitation of existing policy or a statement of specific factual information given in response to the inquiry. Any deliberation or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

There were no comments from the public and no public attended the meeting.

**ADJOURNMENT**

Rebecca Huss moved to adjourn the meeting at 4:14 p.m. John Champagne seconded the motion, the motion carried unanimously. (4-0)

Submitted by:

  
Susan Hensley, City Secretary

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

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

Montgomery City Council  
**AGENDA REPORT**

|                                       |   |
|---------------------------------------|---|
| <b>Meeting Date: April 14, 2020</b>   | <b>Budgeted Amount: N/A</b>   |
| <b>Department: Administrative</b>     |   |
| <b>Prepared By: Dave McCorquodale</b> | <b>Exhibits: TxDOT Donation Agreement,<br/>TxDOT Donation Deed<br/>Survey of Property</b> |
| <b>Date Prepared: April 8, 2020</b>   |   |

**Subject**

Consideration and possible action regarding authorizing the Mayor to execute an Agreement to Accept Donation of Real Property and Donation Deed on behalf of the City granting property to TxDOT for a right-hand turn lane at the southeast corner of intersection of SH 105 and FM 149.

**Description**

As you are all aware, in October 2018 the City purchased property needed for a right-hand turn lane on the southeast corner of SH 105 & FM 149 with the intent of donating it to TxDOT. This turn lane will facilitate northbound FM 149 traffic turning east on SH 105 and increase the overall level of service at the intersection. Since January 2019, City staff and the City Engineer's office have been working with TxDOT to finalize the donation.

**Recommendation**

Authorize the Mayor to execute the Agreement to Accept Donation of Real Property and Donation Deed as presented.

**Approved By**

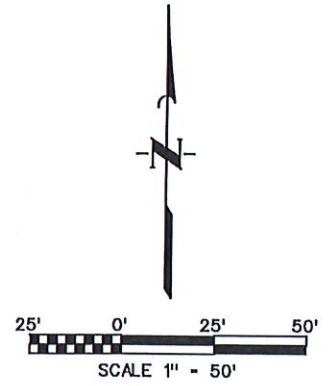
|                                    |                              |              |
|------------------------------------|------------------------------|--------------|
| Director of Planning & Development | Dave McCorquodale <i>DMC</i> | Date: 4/8/20 |
| City Administrator                 | Richard Tramm <i>RT</i>      | Date: 4/8/20 |



| CURVE | RADIUS    | DELTA ANGLE | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
|-------|-----------|-------------|------------|---------------|--------------|
| C1    | 1,677.00' | 00°51'15"   | 25.00'     | N 67°59'05" E | 25.00'       |

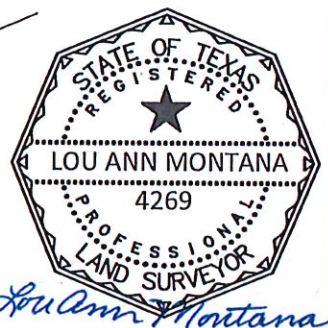
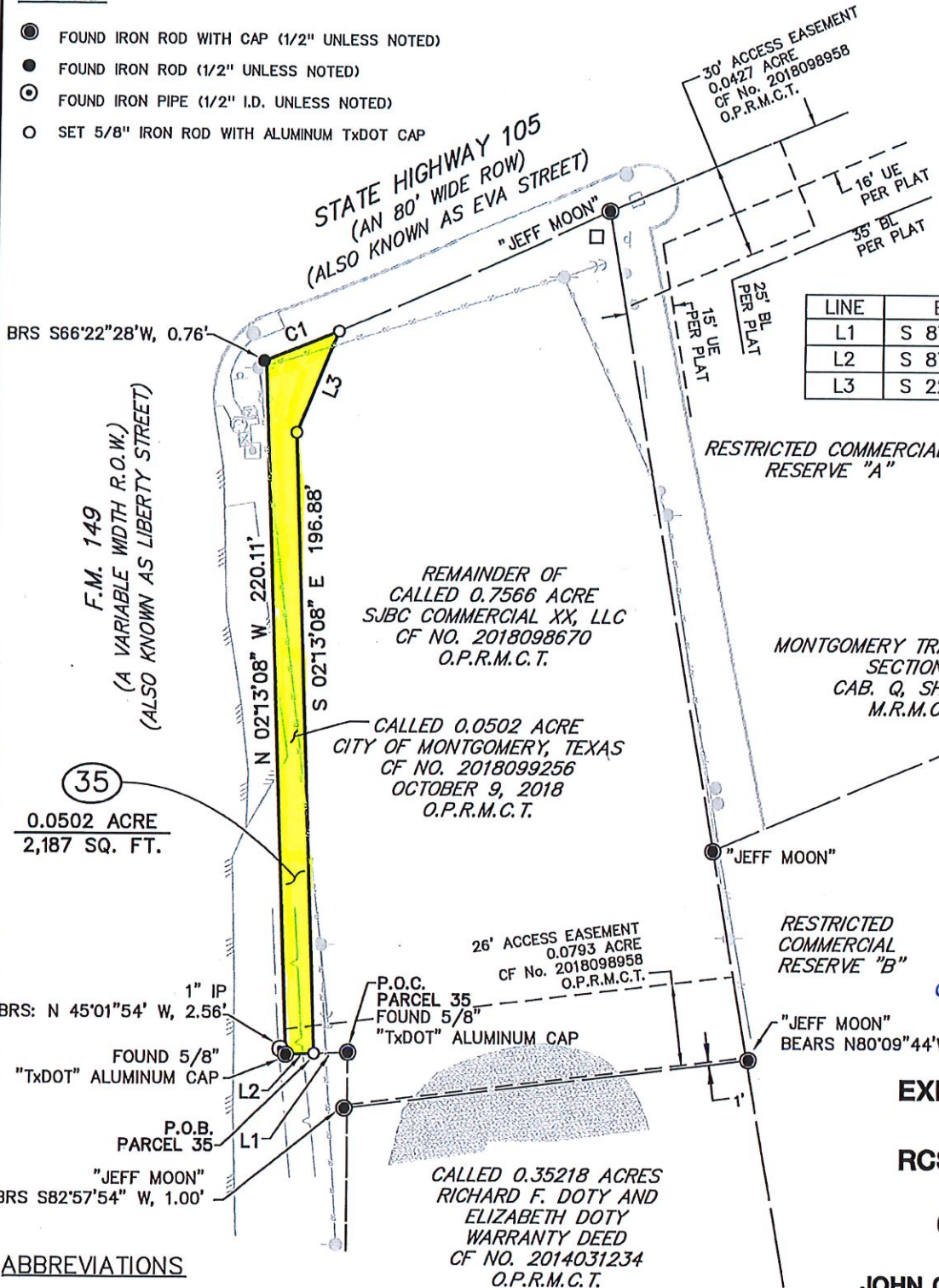
**LEGEND**

- FOUND IRON ROD WITH CAP (1/2" UNLESS NOTED)
- FOUND IRON ROD (1/2" UNLESS NOTED)
- FOUND IRON PIPE (1/2" I.D. UNLESS NOTED)
- SET 5/8" IRON ROD WITH ALUMINUM TxDOT CAP



| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S 87°42'04" W | 10.92'   |
| L2   | S 87°42'04" W | 9.00'    |
| L3   | S 22°24'21" W | 34.85'   |

K:\16128\16128-0001-00 Southeast Corner of 105 & 149\1 Surveying Phase\CAD Files\Final Dwg\12419-A TxDOT.dwg Aug 05.2019 - 2:18pm lam



**F.M. 149**  
(A VARIABLE WIDTH R.O.W.)  
(ALSO KNOWN AS LIBERTY STREET)

**35**  
0.0502 ACRE  
2,187 SQ. FT.

**ABBREVIATIONS**

- |              |  |
|--------------|--|
| BRS          | BEARS  |
| CAB.         | CABINET  |
| CF No.       | CLERK'S FILE NUMBER  |
| M.R.M.C.T.   | MONTGOMERY COUNTY MAP RECORDS                              |
| O.P.R.M.C.T. | MONTGOMERY COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY |
| PG           | PAGE   |
| P.O.B.       | POINT OF BEGINNING   |
| P.O.C.       | POINT OF COMMENCING  |
| R.O.W.       | RIGHT-OF-WAY   |
| SHT.         | SHEET  |

**EXHIBIT SHOWING  
PARCEL 35  
RCSJ 0338-02-043  
BEING  
0.0502 ACRE  
OUT OF THE  
JOHN CORNER SURVEY, A-8  
MONTGOMERY COUNTY, TEXAS  
JULY 2019**

REV. 08-05-2019 to address TxDOT comments



COTTON SURVEYING DIVISION

Texas Board of Professional Land Surveying Registration No. 10046106  
1575 Sawdust Road, Suite 400 • The Woodlands, TX 77380 • 281.363.4039

## AGREEMENT TO ACCEPT DONATION OF REAL PROPERTY

|                      |   |   |
|----------------------|---|---|
| STATE OF TEXAS       | § | ROW CSJ #: 0338-02-043                    |
|                      | § | Parcel #: 35                              |
| COUNTY OF Montgomery | § | Project limits: Grimes Co. Line to FM 149 |

**THIS AGREEMENT** is entered between the Contracting Parties, as defined below.

### I. Contracting Parties:

Donor: City of Montgomery

State: The Texas Department of Transportation ("State" or "TxDOT")

### II. Background:

Texas Transportation Code §201.206 authorizes the State to accept, from any source, a donation of realty for the purpose of carrying out its functions and duties. Texas Government Code Chapter 575, requires the governing board of a state agency, not later than the 90th day after a donation valued at \$500 or more is accepted, to acknowledge the acceptance of the donation by majority vote at an open meeting and prohibits a state agency from accepting a donation from a person who is a party to a contested case before the agency until the 30th day after the date the decision in the case becomes final. To provide guidance on when a donation may be accepted by the State, the Texas Transportation Commission (Commission) has adopted rules relating to the State acceptance of donations, codified as 43 TAC §§1.500-1.506. Acceptance of a donation of \$500.00 or more must be acknowledged by the Commission not later than the 90<sup>th</sup> day after the date the Donation is accepted by the State.

The Donor is a property owner desiring to donate property described herein to the State for no benefit or gain to the Donor. The State wishes to accept the donation of property and the Donor must execute this donation agreement.

### III. Agreement:

The Donor, being fully informed of its right to receive just compensation for the Property, agrees to donate the property more particularly described on Exhibit "A", attached hereto and incorporated herein for all purposes (the "**Property**"), to the State. The State certifies that its acceptance of the Property will further the State's abilities to meet its responsibilities.

The value of the Property as determined by Michael Welch is \$17,496. The Donor has been informed of its right to conduct or waive an appraisal of the Property by a qualified appraiser. (\_\_\_\_\_) Donor's Initial

### IV. Representations and Warranties:

- A. The Donor represents and warrants that it has unrestricted fee ownership and use of the Property and that by signing the Donation Deed it is forever relinquishing and transferring all rights and interest in and to the Property to the State.
- B. The Donor acknowledges that it has been fully informed of Donor's right to receive just compensation for the Property.
- C. Donor acknowledges that nothing contained in this Agreement shall be a limitation of any type on the divestment of interest by Donor to State.
- D. The Donor acknowledges that there is no official relationship between the Donor and the State.
- E. The Donor acknowledges that it will receive no benefit as a result of the donation of the Property.
- F. The Donor is not the subject of State regulation or oversight, or interested in or likely to become interested in any contract, purchase, payment, or claim with or against the State.

- G. The State determines that acceptance of the donation will provide a significant public benefit and such acceptance does not influence or appear to influence the State in the performance of its duties.
- H. The Donor acknowledges that TxDOT's acceptance of the donation does not bind State to a course of action or promise of performance.
- I. The State neither approves nor is responsible for any representations made by the Donor for tax purposes.
- J. The Donor acknowledges that the State will act in reliance of and in consideration of the promises made by the Donor in this agreement.
- K. The Donor acknowledges that this agreement is public information and will be furnished to a requestor pursuant to Chapter 552 of the Texas Government Code.

**V. Hold Harmless:**

The Donor shall save and hold harmless the State and its officers and employees from any and all claims and liability due to any intentional or negligent actions that are caused by or result from error, omission, or negligent act of the Donor or of any person employed by the Donor. The Donor shall also save harmless the State from any and all expense, including, but not limited to, attorney fees that may be incurred by the State in litigation or otherwise resisting the claim or liabilities that may be imposed on the State as a result of such activities by the Donor, its agents, or employees.

**VI. Warranty of Use:**

Donor represents and warrants to the State that Donor has no knowledge of any current or former use, generation, storage or disposal of any hazardous material on or under the Property currently or previously in violation of any federal, state or local governmental law or rule. Additionally, Donor represents and warrants to the State that Donor has no knowledge of the Property being used for a gas station, auto shop, or dry cleaning service, and has no knowledge of the presence of asbestos material on the Property. Donor has not received any notice of any action or proceeding relating to any hazardous materials or any release thereof on, in, under or about the Property.

**VII. Relocation Assistance: (If applicable)**

Donor acknowledges receipt of the brochure entitled "Relocation Assistance" and understands that relocation assistance benefits, if any, are handled entirely separate from and in addition to this transaction. Relocation benefits, if any, will be examined on a case by case basis, and will be specifically set forth in a separate agreement.

**VIII. Costs:**

- A. The State, without cost to the Donor, shall pay the cost of recording all instruments conveying title to the State, and the State may, but is not obligated to, purchase an owner's title policy at the State's expense.
- B. Donor will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the Property for use by State. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the Property to State; and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the Property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. Donor may file a written request for review if Donor believes that the State failed to properly determine the eligibility for or the amount of incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the request for review must be filed with the State within six months after you are notified of the State's determination on any claim for reimbursement.

**IX. Termination/Withdrawal:**

If Donor withdraws from this agreement, in writing, before it is executed by the State, such withdrawal shall extinguish all rights, duties, obligations and liabilities of the State and the Donor under this agreement.

**X. Sole Agreement:**

This Agreement and the Donation Deed constitute the only promises, consideration and conditions of this conveyance, and no other promises, consideration or conditions have been signified or implied, except any benefits which Donor may or may not be entitled under the State's Relocation Assistance Program.

**XI. Notices:**

All notices to either party by the other party will be delivered personally or sent by U.S. Mail, postage prepaid, to the following addresses:

| Donor:  | State:   |
|---|--|
| Attn: City of Montgomery<br>101 Old Plantersville Road<br>Montgomery, Texas 77316 | Texas Department of Transportation<br>Attn: Right of Way Division<br>P.O. Box 5075<br>Austin, Texas 78763-5075 |

The notice shall be received by the addressee on the date delivered or deposited in the mail. Either party may change its address by sending written notice of the change to the other in the manner provided.

**XII. Exhibits:**

- A. Property Location Map or Survey
- B. Deed

The State and the Donor have executed duplicate counterparts of this agreement.

**THE STATE**

Executed for the Executive Director and approved by the Texas Transportation Commission for the purpose and effect of carrying out the orders, established policies, or work programs approved and authorized by the Texas Transportation Commission.

**Texas Department of Transportation**

\_\_\_\_\_  
Director, TxDOT Right of Way Division

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

**THE DONOR**

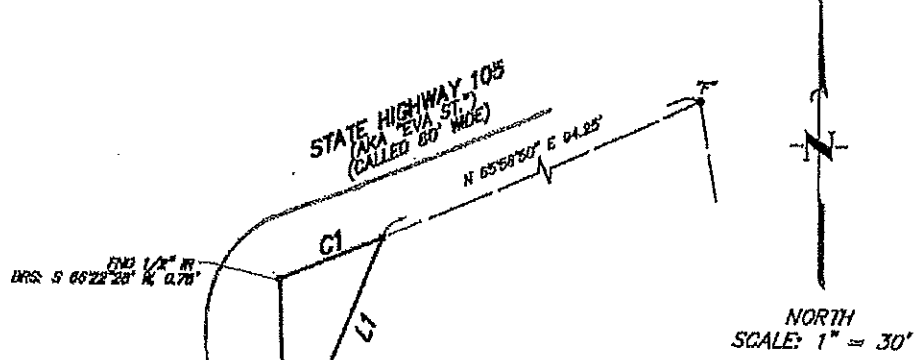
The undersigned signatory warrants that he or she is an official representative of the organization making the donation described and is authorized to make the donation and to enter into this Agreement on behalf of the organization.

\_\_\_\_\_  
BY:  
Authorized Signature

\_\_\_\_\_  
Typed or Printed Name and Title

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

| CURVE | RADIUS   | DELTA ANGLE | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
|-------|----------|-------------|------------|---------------|--------------|
| G1    | 1077.00' | 031°15'     | 25.00'     | N 67°59'05" E | 25.00'       |



GENERAL NOTES:

1. Bearings shown hereon are based on the Texas Coordinate System of 1983, Central Zone, as per the City of Montgomery Control Network.
2. This survey does not provide any determination concerning wetlands, fault lines, toxic waste or any other environmental issues. Such matters should be directed by the client or prospective purchaser to an expert consultant.
3. According to Map No. 48338C0200G of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Montgomery County, Texas, dated August 18, 2014 the subject tract is situated within: Unshaded Zone "X" defined as areas determined to be outside the 500-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.

CALLLED 0.76006 ACRES  
ELLEN ENGLISH FAMILY  
LIMITED PARTNERSHIP  
WARRANTY DEED  
OF NO. 2000-105306  
MCOFRRP  
FURTHER DESCRIBED IN  
DEED  
VOL. 809, PG. 571  
MCDR

F.M. 149  
(AKA "JERRY ST.")  
(WIDTH VARIES)

N 02°13'08" W 220.11'

S 02°13'08" E 196.88'

GRAVEL

0.0502 ACRE

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S 22°24'21" W | 34.85'   |
| L2   | S 87°42'04" W | 8.00'    |
| L3   | N 87°42'04" E | 10.82'   |

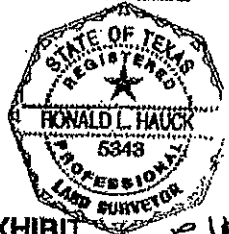
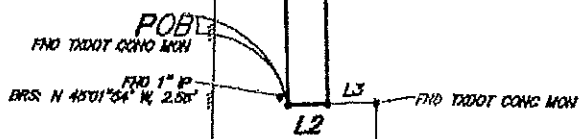


EXHIBIT  
OF  
0.0502 ACRE  
OUT OF THE  
JOHN CORNER SURVEY, A-8  
MONTGOMERY COUNTY, TEXAS  
SEPTEMBER 2018



JONES | CARTER

DAYTON SURVEYING DIVISION

Texas Board of Professional Land Surveying Registration No. 10046106  
1573 Sewchard Road, Suite 400 • The Woodlands, TX 77380 • 281.563.4019

C:\16128\16128-001-00 Surveying Photos\CAD Files\Final Draw\172419-A.dwg Sep 18, 2018 - 10:57 am rb

LEGEND

- |               |   |
|---------------|---|
| BRS<br>OF No. | BEARS<br>CLERK'S FILE NUMBER                                  |
| CONC          | CONCRETE  |
| FND           | FOUND   |
| F 1/2"        | FOUND 1/2-INCH IRON ROD (WITH CAP<br>STAMPED "JEFF MOON")     |
| IR            | IRON ROD  |
| IP            | IRON PIPE   |
| MCDR          | MONTGOMERY COUNTY DEED RECORDS                                |
| MCOFRRP       | MONTGOMERY COUNTY OFFICIAL PUBLIC<br>RECORDS OF REAL PROPERTY |
| MON           | MONUMENT  |
| POB           | POINT OF BEGINNING  |
| PG            | PAGE  |
| VOL           | VOLUME  |





0.0502 Acres

John Corner Survey  
Abstract Number 8

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

A METES AND BOUNDS description of a 0.0502 acre tract situated in the John Corner Survey, Abstract Number 8 in Montgomery County, Texas and being out of and a portion of a called 0.76006 acre tract conveyed to the Ellen English Family Limited Partnership by Warranty Deed filed for record under Clerk's File Number 2000-105306 of the Montgomery County Official Public Records of Real Property and further described in Deed filed for record under Volume 809, Page 571 both of the Montgomery County Deed Records; said 0.0502 acre being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING at a found TXDOT concrete monument in the east right-of-way of F.M. 149 (width varies) and being the most northerly southwest corner of said 0.76006 acres, from which a found 1-inch iron pipe bears North 45°01'54" West, 2.56 feet;

THENCE, North 02°13'08" West, 220.11 feet along the east right-of-way of said F.M. 149 and the west line of said 0.76006 acres to a point at the intersection of the east right-of-way of said F.M. 149 with the south right-of-way of State Highway 105 (called 80-feet wide), for the northwest corner of said 0.76006 acres and the northwest corner of the herein described tract, from which a found 1/2-inch iron rod bears South 66°22'28" West, 0.76 feet, beginning a non-tangent curve to the left;

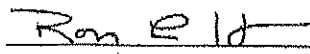
THENCE, in a northeasterly direction, along the south right-of-way of said State Highway 105 and the north line of said 0.76006 acres with the arc of said non-tangent curve to the left, having a radius of 1677.00 feet, a central angle of 00°51'15", an arc length of 25.00 feet, and a chord bearing North 67°59'05" East, 25.00 feet to a point for the northeast corner of the herein described tract, from which a found 1/2-iron rod (with cap stamped "Jeff Moon") bears North 65°56'50" East, 94.25 feet;

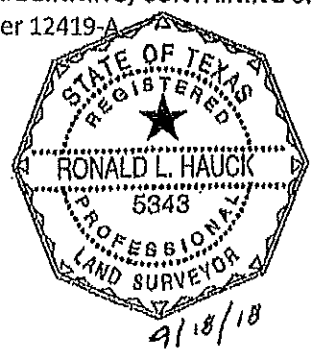
THENCE, South 22°24'21" West, 34.85 feet over and across said 0.76006 acre tract to a point;

THENCE, South 02°13'08" East, 196.88 feet continuing over and across said 0.76006 acre to a point for the southeast corner of the herein described tract, from which a found TXDOT concrete monument bears North 87°42'04" East, 10.92 feet;

THENCE, South 87°42'04" West, 9.00 feet to the POINT OF BEGINNING, CONTAINING 0.0502 acre of land in Montgomery County, Texas, as shown on drawing number 12419-A

Jones | Carter  
1575 Sawdust Road, Suite 400  
The Woodlands, TX 77380  
(281) 363-4039

  
Acting By/Through Ronald L. Hauck  
Registered Professional Land Surveyor, No. 5343  
rhauck@jonescarter.com



Texas Board of Professional Land Surveying, Registration No. 10046106

EXHIBIT "B" 1 of 6

Momentum Title, LLC  
GF # 180100004320      **Special Warranty Deed**

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

Date: October 9, 2018.

Grantor: SJBC COMMERCIAL XX, LLC, a Texas limited liability company.

Grantor's Mailing Address: 10077 Grogan's Mill Road, Suite 135, The Woodlands, Texas 77380.

Grantee: CITY OF MONTGOMERY, TEXAS.

Grantee's Mailing Address: 101 Old Plantersville Rd., Montgomery, Texas 77316, Attention: Mr. Jack Yates, City Manager.

Consideration: \$10.00 and other good and valuable consideration.

Property (including any improvements): A 0.0502-acre tract of land, more or less, out of the John Corner Survey, Abstract No. 8, Montgomery County, Texas, more particularly described in Exhibit "A", attached to and incorporated in this Deed by reference for all purposes.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty: The matters described in Exhibit "B", attached to and incorporated in this Deed by reference for all purposes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

*Remainder of page intentionally blank*

When the context requires, singular nouns and pronouns include the plural.

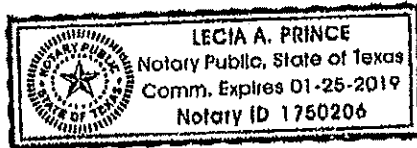
GRANTOR:

SJBC COMMERCIAL XX, LLC  
a Texas limited liability company

By: *Steven J. Beard*  
Name: Steven J. Beard  
Title: Manager

THE STATE OF TEXAS           §  
COUNTY OF MONTGOMERY   §

This instrument was acknowledged before me on October 9, 2018, by Steven J. Beard  
Manager of SJBC COMMERCIAL XX, LLC, a Texas limited liability company, on behalf of said  
limited liability company.



*[Signature]*  
Notary Public, State of Texas

WHEN RECORDED, RETURN TO:

City of Montgomery, Texas  
101 Old Plantersville Rd.  
Montgomery, Texas 77316  
Attention: Mr. Jack Yates, City Manager

EXHIBIT "B" 3 of 4

**EXHIBIT "A"**  
**DESCRIPTION OF PROPERTY**

[See attached]

0.0502 Acres

John Corrier Survey  
Abstract Number 8

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

A METES AND BOUNDS description of a 0.0502 acre tract situated in the John Corrier Survey, Abstract Number 8 in Montgomery County, Texas and being out of and a portion of a called 0.76006 acre tract conveyed to the Ellen English Family Limited Partnership by Warranty Deed filed for record under Clerk's File Number 2000-105306 of the Montgomery County Official Public Records of Real Property and further described in Deed filed for record under Volume 809, Page 571 both of the Montgomery County Deed Records; said 0.0502 acre being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, Central Zone:

**BEGINNING** at a found TXDOT concrete monument in the east right-of-way of F.M. 149 (width varies) and being the most northerly southwest corner of said 0.76006 acres, from which a found 1-inch iron pipe bears North 45°01'54" West, 2.56 feet;

**THENCE**, North 02°13'08" West, 220.11 feet along the east right-of-way of said F.M. 149 and the west line of said 0.76006 acres to a point at the intersection of the east right-of-way of said F.M. 149 with the south right-of-way of State Highway 105 (called 80-foot wide), for the northwest corner of said 0.76006 acres and the northwest corner of the herein described tract, from which a found 1/2-Inch Iron rod bears South 66°22'28" West, 0.76 feet, beginning a non-tangent curve to the left;

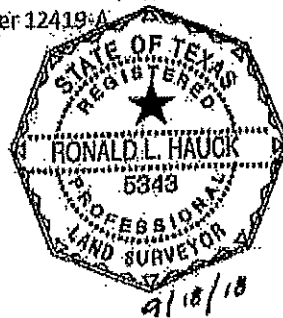
**THENCE**, in a northeasterly direction, along the south right-of-way of said State Highway 105 and the north line of said 0.76006 acres with the arc of said non-tangent curve to the left, having a radius of 1677.00 feet, a central angle of 00°51'15", an arc length of 25.00 feet, and a chord bearing North 67°59'05" East, 25.00 feet to a point for the northeast corner of the herein described tract, from which a found 1/2-iron rod (with cap stamped "Jeff Moon") bears North 65°56'50" East, 94.25 feet;

**THENCE**, South 22°24'21" West, 34.85 feet over and across said 0.76006 acre tract to a point;

**THENCE**, South 02°13'08" East, 196.88 feet continuing over and across said 0.76006 acre to a point for the southeast corner of the herein described tract; from which a found TXDOT concrete monument bears North 87°42'04" East, 10.92 feet;

**THENCE**, South 87°42'04" West, 9.00 feet to the **POINT OF BEGINNING, CONTAINING 0.0502 acre of land** in Montgomery County, Texas, as shown on drawing number 12419-A.

Jones | Carter  
1575 Sawdust Road, Suite 400  
The Woodlands, TX. 77380  
(281) 363-4039



Acting By/Through Ronald L. Hauck  
Registered Professional Land Surveyor, No. 5343  
rhauck@jonescarter.com

Texas Board of Professional Land Surveying, Registration No. 10046106  
k:\18128\18128-0001-00\_southeast corner of 105 & 149\1 surveying phase\documents created\ogalini&j - 0.0502 ac.docx

**EXHIBIT "B"**

**EXCEPTIONS TO CONVEYANCE AND WARRANTY**

1. Any and all easements, building lines, and conditions, covenants and restrictions as set forth in plat thereof recorded in Volume 1, Page 88, Map Records of Montgomery County, Texas.
2. Reciprocal Easement Agreement, dated as of the date of this Deed, between P.D. Montgomery Trace, LP, Brookshire Brothers, Inc., and SJBC Commercial XX, LLC recorded on the date of recordation of this Deed in the Real Property Records of Montgomery County, Texas.

**RETURN TO:**  
Momentum Title, LLC  
25700 I-45 N, Ste 100  
Spring, TX 77386

EXHIBIT "B" 6 OF 6

E-FILED FOR RECORD  
10/11/2018 04:17PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

10/11/2018



County Clerk  
Montgomery County, Texas

**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.**



## DONATION DEED

**TxDOT ROW CSJ:** 0338-02-043

**TxDOT Parcel No.:** 35

**Grantor(s), whether one or more:**  
City of Montgomery

**Grantor's Mailing Address (including county):**  
101 Plantersville Road  
Montgomery, Texas 77316

**Grantee:**

The State of Texas, acting by and through the Texas Transportation Commission

**Grantee's Authority:**

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

**Grantee's Mailing Address (including county):**  
125 East 11<sup>th</sup> Street  
Austin, Texas 78701  
Travis County





**Consideration:**

The sum of Ten and no/100 Dollars (\$10.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

**Property:**

All of that certain tract or parcel of land in Montgomery County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

**Reservations from and Exceptions to Conveyance and Warranty:**

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Montgomery County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit:  
NONE

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

**GRANTOR**, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

**GRANTOR:**

City of Montgomery

\_\_\_\_\_

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Acknowledgement

State of Texas  
County of Montgomery

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature

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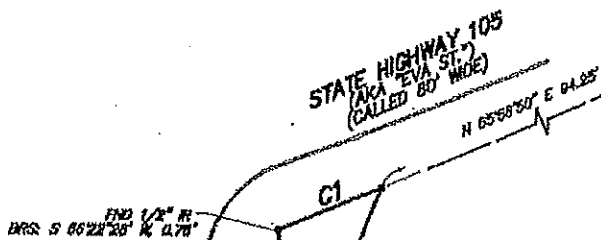
Corporate Acknowledgment

State of Texas  
County of Montgomery

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_,  
of \_\_\_\_\_  
, a \_\_\_\_\_, on behalf of said entity.

\_\_\_\_\_  
Notary Public's Signature

| CURVE | RADIUS   | DELTA ANGLE | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
|-------|----------|-------------|------------|---------------|--------------|
| C1    | 1877.00' | 0°31'18"    | 28.00'     | N 67°59'09" E | 25.00'       |



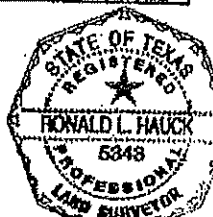
CALLLED 0.76006 ACRES  
ELLEN ENGLISH FAMILY  
LIMITED PARTNERSHIP  
WARRANTY DEED  
OF NO. 2000-105306  
MCOPRRP  
FURTHER DESCRIBED IN  
DEED  
VOL. 809, PG. 571  
MCDR

GENERAL NOTES:

1. Bearings shown hereon are based on the Texas Coordinate System of 1983, Central Zone, as per the City of Montgomery Control Network.
2. This survey does not provide any determination concerning wetlands, fault lines, toxic waste or any other environmental issues. Such matters should be directed by the client or prospective purchaser to an expert consultant.
3. According to Map No. 48339C02006 of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Montgomery County, Texas, dated August 18, 2014 the subject tract is situated within Unshaded Zone "X" defined as areas determined to be outside the 500-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.

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S 22°24'21" W | 34.85'   |
| L2   | S 87°42'04" W | 0.00'    |
| L3   | N 87°42'04" E | 10.82'   |



CALLLED 0.35218 ACRES  
RICHARD F. DOTY AND  
ELIZABETH DOTY  
WARRANTY DEED  
OF NO. 2014031234  
MCOPRRP

EXHIBIT 218  
OF 9/18/16  
0.0502 ACRE  
OUT OF THE  
JOHN CORNER SURVEY, A-8  
MONTGOMERY COUNTY, TEXAS  
SEPTEMBER 2018



JONES CARTER  
DOTTEN SURVEYING DIVISION  
Texas Board of Professional Land Surveying Registration No. 10046106  
1575 Sawdust Road, Suite 400 • The Woodlands, TX 77380 • 281.363.4039

X:\15128\15128-001-02\_Southwest Corner of 105 x 149\Summary Photos\CAD Files\Final Dwg\12418-A.dwg, Sep 18, 2018, 10:57am ft

0.0502 Acres

John Corner Survey  
Abstract Number 8

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

A METES AND BOUNDS description of a 0.0502 acre tract situated in the John Corner Survey, Abstract Number 8 in Montgomery County, Texas and being out of and a portion of a called 0.76006 acre tract conveyed to the Ellen English Family Limited Partnership by Warranty Deed filed for record under Clerk's File Number 2000-105306 of the Montgomery County Official Public Records of Real Property and further described in Deed filed for record under Volume 809, Page 571 both of the Montgomery County Deed Records; said 0.0502 acre being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, Central Zone:

**BEGINNING** at a found TXDOT concrete monument in the east right-of-way of F.M. 149 (width varies) and being the most northerly southwest corner of said 0.76006 acres, from which a found 1-inch iron pipe bears North 45°01'54" West, 2.56 feet;

THENCE, North 02°13'08" West, 220.11 feet along the east right-of-way of said F.M. 149 and the west line of said 0.76006 acres to a point at the intersection of the east right-of-way of said F.M. 149 with the south right-of-way of State Highway 105 (called 80-foot wide), for the northwest corner of said 0.76006 acres and the northwest corner of the herein described tract, from which a found 1/2-inch iron rod bears South 66°22'28" West, 0.76 feet, beginning a non-tangent curve to the left;

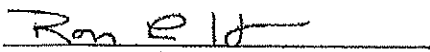
THENCE, in a northeasterly direction, along the south right-of-way of said State Highway 105 and the north line of said 0.76006 acres with the arc of said non-tangent curve to the left, having a radius of 1677.00 feet, a central angle of 00°51'15", an arc length of 25.00 feet, and a chord bearing North 67°59'05" East, 25.00 feet to a point for the northeast corner of the herein described tract, from which a found 1/2-iron rod (with cap stamped "Jeff Moon") bears North 65°56'50" East, 94.25 feet;

THENCE, South 22°24'21" West, 34.85 feet over and across said 0.76006 acre tract to a point;

THENCE, South 02°13'08" East, 196.88 feet continuing over and across said 0.76006 acre to a point for the southeast corner of the herein described tract, from which a found TXDOT concrete monument bears North 87°42'04" East, 10.92 feet;

THENCE, South 87°42'04" West, 9.00 feet to the POINT OF BEGINNING, CONTAINING 0.0502 acre of land in Montgomery County, Texas, as shown on drawing number 12419-A

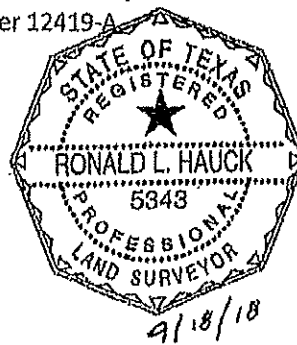
Jones | Carter  
1575 Sawdust Road, Suite 400  
The Woodlands, TX 77380  
(281) 363-4039



Acting By/Through Ronald L. Hauck  
Registered Professional Land Surveyor, No. 5343  
rhauck@jonescarter.com

Texas Board of Professional Land Surveying, Registration No. 10046106

k:\16128\16128-0001-00 southeast corner of 105 & 149\1 surveying phase\documents created\legal\m&b - 0.0502 ac.docx



Montgomery City Council  
**AGENDA REPORT**

|                                     |                             |
|-------------------------------------|-----------------------------|
| <b>Meeting Date: April 14, 2020</b> | <b>Budgeted Amount: N/A</b> |
| <b>Department: Administrative</b>   |                             |
| <b>Prepared By: Richard Tramm</b>   | <b>Exhibits: N/A</b>        |
| <b>Date Prepared: April 9, 2020</b> |                             |

**Subject**

Provide update to City Council on City Operations During COVID-19 emergency period.


**Description**

On March 23, 2020, the City Council enacted a resolution continuing the COVID-19 Public Health Emergency Disaster Declaration that was originally enacted by the Mayor on March 19, 2020. Since that time the City has continued to work to provide the best possible level of City services while making adjustments to business operations in order to protect both the staff and the general public from the viral threat.

**Recommendation**

No action requested on this update.

**Approved By**

|                    |   |                  |
|--------------------|---|------------------|
|                    |   |                  |
| City Administrator | Richard Tramm  | Date: 04/09/2020 |