

**NOTICE OF PUBLIC HEARING and REGULAR TELEPHONE/VIDEO
CONFERENCE MEETING**

March 9, 2021

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 a Public Hearing and Regular Meeting scheduled for **6:00 p.m. on Tuesday, March 9, 2021**, 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. *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 by 3:00 p.m. on March 9, 2021.*

Members of the public are entitled to participate remotely via Zoom Teleconferencing. Citizens may join the Zoom Meeting by logging on at <https://us02web.zoom.us/j/81392812237> and using **Meeting ID813 9281 2237**. They may also join by calling (346) 248-7799 and entering the **Meeting ID: 813 9281 2237**. The Meeting Agenda Pack will be posted online at www.montgomerytexas.gov. The meeting will be recorded and uploaded to the City's website.

Notice - any person(s) using profane, abusive or threatening language may result in them being removed from the Teleconference Meeting.

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. City 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.

PUBLIC HEARING(S):

Convene into Public Hearing:

1. **Receive Planning and Zoning Commission Report of Findings** regarding a Special Use Permit Application by Cornerstone Community Church requesting an "I"-Institutional land use in suites "K" & "L" of the Montgomery Trace Shopping Center, a "B"-Commercial Zoning District.

2. **Public Hearing** - regarding a Special Use Permit Application by Cornerstone Community Church requesting an "I"-Institutional land use in suites "K" & "L" of the Montgomery Trace Shopping Center, a "B"-Commercial Zoning District

Adjourn Public Hearing

Convene into Regular Meeting

CONSENT AGENDA:

3. Matters related to the approval of minutes of the February 23, 2021, Regular Meeting.
4. Consideration and possible action regarding adoption of the following Resolution:
RESOLUTION AMENDING THE AUTHORIZED REPRESENTATIVES WITH TEXPOOL.

CONSIDERATION AND POSSIBLE ACTION:

5. Consideration and possible action regarding adoption of the following Ordinance:
AN ORDINANCE OF THE CITY OF MONTGOMERY GRANTING A SPECIAL USE PERMIT FOR CORNERSTONE COMMUNITY CHURCH REQUESTING AN "I"-INSTITUTIONAL LAND USE IN SUITES "K" & "L" OF THE MONTGOMERY TRACE SHOPPING CENTER, A "B"-COMMERCIAL ZONING DISTRICT; ESTABLISHING CERTAIN TERMS, CONDITIONS, AND LIMITATIONS; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE UPON PASSAGE.
6. Consideration and possible action regarding adoption of the following Ordinance:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AMENDING ITS MUNICIPAL BUDGET FOR THE FISCAL YEAR 2019-2020, BUDGET AMENDMENT NO. 3; PROVIDING A REPEALING CLAUSE AND A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.
7. Consideration and possible action regarding annual review of Grounds Maintenance and Right-of-Way Mowing and Lift Station Weed Control Contracts with Cody's Lawn Service, LLC, regarding level of service and service costs.
8. Consideration and possible action regarding approval of the Final Plat for the Hills of Town Creek Section Four.
9. Consideration and possible action regarding adoption of the following Resolution:
A RESOLUTION OF THE CITY OF MONTGOMERY REQUESTING STREET CONSTRUCTION, REPAIR, AND MAINTENANCE BY MONTGOMERY, TEXAS.

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.

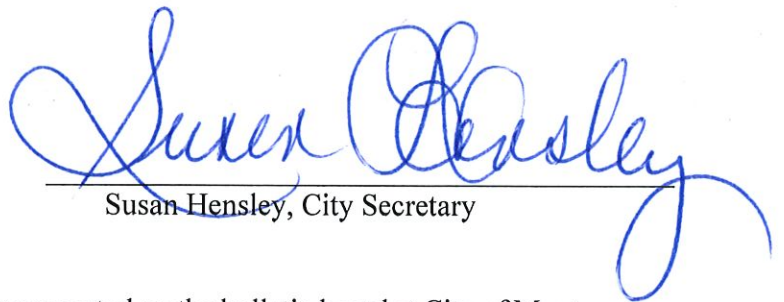
COUNCIL INQUIRY:

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

10. Discussion regarding lowering the Montgomery Economic Development Corporation expenditure limit that requires City Council approval from \$10,000 to \$5,000 as requested by Council Member Kevin Lacy.

ADJOURNMENT





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 5th day of March 2021 at 4:45 o'clock p.m. I further certify that the following news media was notified of this meeting as stated above: The Courier.

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.

Montgomery City Council
AGENDA REPORT

Meeting Date: March 9, 2021	Budgeted Amount: N/A
Prepared By: Dave McCorquodale	Exhibits: Planning & Zoning Commission Report

Subject

Receive Planning & Zoning Commission Report regarding a Special Use Permit Application by Cornerstone Community Church requesting an "I"-Institutional land use in Suites "K" & "L" of the Montgomery Trace Shopping Center, a "B"-Commercial Zoning District.

Description

City Council will consider a Special Use Permit (SUP) for Cornerstone Community Church later in this meeting. Prior to considering the SUP request, City Council must do two things:



1. Receive the Planning & Zoning Commission's Report on the request.
2. Hold a Public Hearing on the Special Use Permit request.

Additional explanation of SUP's is included with Agenda Item #4.

Recommendation

Motion to receive the Planning & Zoning Commission Report.

Approved By

Asst. City Administrator	Dave McCorquodale 	Date: 03/04/2021
City Administrator	Richard Tramm 	Date: 03/04/2021

PLANNING & ZONING COMMISSION REPORT OF FINDINGS AND RECOMMENDATION

TO: MONTGOMERY MAYOR AND CITY COUNCIL

FROM: PLANNING & ZONING COMMISSION

CC: RICHARD TRAMM, CITY ADMINISTRATOR

SUBJECT: REPORT CONCERNING A SPECIAL USE PERMIT APPLICATION BY CORNERSTONE COMMUNITY CHURCH TO REQUEST AN "I"-INSTITUTIONAL LAND USE IN SUITES "K" & "L" OF THE MONTGOMERY TRACE SHOPPING CENTER, A "B"-COMMERCIAL ZONING DISTRICT.

Mayor and Members of City Council,

Pursuant to Sections 98-27(a) of the City of Montgomery Code of Ordinances ("the Code"), the Montgomery Planning and Zoning Commission met on February 2, 2021 to consider a request from Cornerstone Community Church for a Special Use Permit to locate their church in Suites "K" & "L" of the Montgomery Trace Shopping Center (between the US Post Office and Subway).

After study, the Commission at its February 2nd meeting thereby found:

- The property is currently designated with the zoning classification of B-Commercial.
- The proposed church, an I-Institutional land use, requires a Special Use Permit granted by City Council to operate in a B-Commercial zoning district.
- The church stated a desire to operate a free coffee/internet study and meeting place throughout the week in addition to Sunday and Wednesday church services.
- The Commission considered the location of the property during the study, noting Suites "K" & "L" of the shopping center have been vacant for a considerable time.
- The Commission discussed that the church would not generate sales tax and considered other tenants of the center that include a bank, an insurance company, and the US Post Office. While the church itself would not generate sales tax, it will bring people into the center and could increase sales at adjacent restaurants.
- Parking availability was considered, and it was determined that ample parking exists.

By unanimous vote of 5-0, the Planning and Zoning Commission hereby presents this Report pursuant to Section 98-27(a) of the Code, recommending the approval of the Special Use Permit. While City Council can require conditions for the Special Use Permit, none are recommended by the Commission.

I, Jeffrey Waddell, Chairman of the Montgomery Planning and Zoning Commission, on this 3rd day of March 2021, certify the above Final Report to be true and correct to the best of my knowledge.

Signed: 
JEFFREY WADDELL, Chair

Attested: 
SUSAN HENSLEY, City Secretary



MINUTES OF REGULAR TELEPHONE CONFERENCE/VIDEO MEETING

February 23, 2021

MONTGOMERY CITY COUNCIL

CALL TO ORDER

Mayor Sara Countryman declared a quorum was present and called the meeting to order at 6:01 p.m.

Present: Sara Countryman Mayor
Carol Langley City Council Place # 1
T.J. Wilkerson City Council Place # 3
Julie Davis City Council Place # 4
Tom Cronin City Council Place # 5

Absent: Kevin Lacy City Council Place #2

Also Present: Richard Tramm City Administrator
Dave McCorquodale Assistant City Administrator
Susan Hensley City Secretary
Alan Petrov City Attorney

INVOCATION

T.J. Wilkerson gave the 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.

Mayor Countryman read an email dated February 23, 2021, to City Council members:

I live at 501 Louisa Street in the City of Montgomery. It has recently come to my attention that Chris Cheatham is being allowed to connect his parking lot at 21125 Eva Street to Louisa Street allowing ingress and egress from that commercial location to our street.

I feel strongly that this access onto Louisa will cause several problems. First, the road is in poor condition and additional traffic will deteriorate the road further. Second, because the road is narrow, it is very difficult for two cars to pass each other on that road. Third, during periods of high traffic, it is difficult to exit Louisa headed North onto 105. Fourth, it will cause additional unwanted traffic to the residents on this street. And lastly, our entire street has been unable to receive mail because USPS says they are unable to turn around on our road, they do not have enough room.

I assume Mr. Cheatham has followed all City protocol as it relates to the approval by the City to add this driveway? I am not aware of this issue coming before the Planning and Zoning Committee. I would think the residents living on Louisa would have been notified in writing of this construction and have been given the opportunity to comment before being approved. I would suggest the road be widened and a traffic light be placed at Louisa and 105 before proceeding.

Thank you for your time and attention, Efrain Lucas.

Mayor Countryman said Mr. Amando Nino had asked to speak.

Mr. Nino said he has been a resident for a long time. Mr. Nino said Dobbin is suffering right now as the town does not have hot water. Mr. Nino said the reason the pipes busted, and the hot-water piping is different piping than the cold-water piping is that these pipes, where a fitting usually costs \$0.85 are now costing \$12.95. Mr. Nino said this gouging going on is at an extreme level right now and therefore they are not able to independently fix this. Mr. Nino said they wanted to plead to the City for procurement of these parts on their behalf and bring it back to the public.

Mr. Nino said \$14,000 for walkie-talkies was recently brought to his attention and wanted to know if these are satellite-enabled because they have looked online for \$14,000 worth of walkie-talkies and they cannot find one.

Mr. Nino said he hoped all the elected officials cannot be on the same page regarding the \$10,000 goat costume.

Mr. Nino said if there is \$25,000 extra the Montgomery ISD could use it for emergency relief shelters that are needed annually. Mr. Nino said he has asked around and has not found anyone who could tell him who helps the school with these types of scenarios and that is why he came today.

CONSENT AGENDA:

1. Matters related to the approval of minutes of the February 9, 2021, Public Hearing and Regular Meeting.

T.J. Wilkerson moved to approve the minutes of the February 9, 2021, Public Hearing and Regular Meeting. Tom Cronin seconded the motion, the motion carried unanimously. (4-0)

CONSIDERATION AND POSSIBLE ACTION:

2. Consideration and possible action on Department Reports.
 - A. City Administrator's Report – Mr. Tramm said it seems that 2021 is picking up right where 2020 left off. Mr. Tramm said last week's winter storm disaster gave them a very specific set of new challenges they had not seen before. Mr. Tramm said he has lived in Montgomery County virtually his entire life and has never experienced weather like that. Mr. Tramm said one of their first considerations was they expected that level of weather to bring some level of power outages and a couple of department heads including the Mayor had discussions on what that would mean to their community. Mr. Tramm said they opened up communications with Montgomery ISD and inquired about a way to have an overnight shelter. Mr. Tramm said those discussions took place between Saturday and Sunday and they were able to get that coordinated. Mr. Tramm said MISD was very open and bent over backwards to work with the City to open the shelter. Mr. Tramm said the shelter was run both by City and MISD personnel through the week. Mr. Tramm said as a further consideration, Montgomery County Precinct 1 was planning to open up a daytime-only warming center at their Community building on Lone Star Parkway, but due to issues with the generator there, they were unable to do that. Mr. Tramm said they kept Madeley Ranch Elementary School open during the day and at night as an overnight shelter. Mr. Tramm said it was a joint effort where both the City and MISD were instrumental in bringing that together on short notice. Mr. Tramm said he wants to credit MISD

for working with them and helping to make something happen for residents, not just for the City of Montgomery but the greater Montgomery area.

Mr. Tramm said another area where credit is due is the City's Public Works crews who worked hard during the emergency to keep the water treatment facilities operating during the emergency conditions. Mr. Tramm said several areas across the state are under boil water notices because they either completely lost their water production capability, or they had their water pressure drop below a point that required the issuance of a boil water notice. Mr. Tramm said the City's water pressure did get lower than normal, but it never got to the point of having to issue a boil water notice. Mr. Tramm said the reason for that was the staff staying ahead of the problem and sometimes it meant manual operation of facilities to make sure pressure did not drop when some gauges were found to be frozen. Mr. Tramm said he wants to make sure credit is given to Public Works for working in difficult, cold temperatures and frozen precipitation. Mr. Tramm said the City's Utility Department has a cell phone line that was posted to the City's social media for extra communications so they can better dispatch emergency calls to Public Works.

Mr. Tramm said across several departments in the City they had a number of personnel bending over backwards and working in alternative means to keep our internal communications moving so they could have the best response plan possible. Mr. Tramm said he feels like the City did a good job in its response. Mr. Tramm said they are planning an after-action meeting later this week to use their experiences as a base for follow-up on where to take the other emergency plans. Mr. Tramm said in many ways the situation they experienced will have many similar responses to the hurricane response, such as long-term power outages and possible displacement of people. Mr. Tramm said they are looking at taking it to the next level and taking the lessons they have learned here.

Mr. Tramm said he knows there are a lot of questions out there about Entergy and in the next few meetings he is going to extend an invitation for Entergy to come to City Council so they can advise us directly on things that happened and what they are going to do in the future to ensure better, more complete, and continuous electric service. Mr. Tramm said he does not know of an area of the City that did not go without power for a significant time, but at some point, there were a couple of areas in the City that were out of power for almost the entire emergency. Mr. Tramm said a couple of areas he knows were possibly involved in the rolling blackouts. Mr. Tramm said there are a couple of areas he knows Entergy plans to address in

more detail but thinks providing them the direct opportunity to speak to the people of Montgomery and City Council will be good.

Mr. Tramm said in addition to the other work the Police Department did, they did receive word from social media channels there may have been some additional need for some of the population in one of the apartment complexes. Mr. Tramm said and the Police Department contacted people there and made sure if people were needing to be transported to an emergency shelter they could help arrange that or provide other specific needs to help them. Mr. Tramm said when there were calls that came throughout the community the Police Department found a way to get with those people and if there was a need for them to get to a shelter, they were ready to help provide and make sure the need was met.

Mr. Tramm said there is an item on the agenda concerning an installation system for being able to stream meetings in the City Council Chambers. Mr. Tramm said one of the issues with getting back together to have Council meetings live is the small size of the Council Chambers. Mr. Tramm said and they cannot get together in significant numbers that occupy Council, Mayor, staff, and consultants and then have room for the public. Mr. Tramm said by following through with one of these plans they would be able to stream these meetings live so the public could still be able to watch through live video feed.

Mr. Tramm said there were several questions and follow-up related to the Planned Development District that is generally located in the northeast portion of the City. Mr. Tramm said they are looking at scheduling meetings with both City Council and the Planning and Zoning Commission, possibly a special joint meeting, so they can make sure all of them are up to speed from a legal and engineering point of view on all the elements of the contracts. Mr. Tramm said there are three different agreements with the original one expiring in 2024. Mr. Tramm said he does not believe there is anyone who is currently on the Planning and Zoning Commission or City Council who were involved with the City at the time these agreements were made and he thinks all of them should be brought up to speed with the information.

Mr. Tramm said with the weather emergency last week it also meant last week was spent primarily responding to emergencies. Mr. Tramm said some things that might have normally been processed for this meeting were not ready so this is a lighter agenda, and they will be catching up with those items in the next couple of weeks. Mr. Tramm said in dealing with staff

and the emergency he tried to make sure everyone knows the primary objective is making sure basic City services are supplied to the residents.

Mayor Countryman said she wanted to praise Public Works and the Police Department. Mayor Countryman said she was out and helping to find shelters and they were all hands-on deck and they did a great job. Mayor Countryman stated Chief Solomon and Mr. Mike Muckleroy did a great job. Mr. Tramm said the most important thing is they found ways to get the job done.

Mr. Tramm said because of broken pipes of many customers' homes there was a huge drag on water production capabilities. Mr. Tramm said their Public Works started by staying on top of everything early and managed to stay ahead of the curve. Julie Davis asked if she heard correctly that the guys were sleeping in the water areas and flipping the switches manually all night long just to make sure everything was working and not frozen. Mr. Tramm said yes because an elevation gauge was frozen which the feed from that gauge tells the well when to go on and off. Mr. Tramm said they had personnel who stayed overnight. Mr. Tramm stated when someone is staying up in a concrete building it is not the most pleasant environment. Mayor Countryman said if she is not mistaken, they did not cool any water coming out of the ground from the hottest well because it was so cold by the time it hit their hands it was tolerable. Mr. Mike Muckleroy said yes that was correct. Mr. Muckleroy said what happened is they blended the two wells instead of the normal process of running it through the cooling tower. Mayor Countryman said it did seem a little hotter than normal.

- B. Public Works Report – Mr. Tramm said two malfunctioned meters were replaced and four work orders for water and sewer taps were completed. Mr. Tramm said Fernland docents reported 793 visitors and 46 tours in January, which he finds remarkable. Mr. Tramm said Public Works also removed and placed in storage all the Christmas decorations from multiple sites in the City.

- C. Police Department Report – Mr. Tramm said there were 198 calls for service in January 2021 which is up from 102 calls in January 2020. Mr. Tramm said four officers attended training during the month and the Police Department is running traffic studies on major roadways and different parts of the City. Mr. Tramm said they are now offering a business watch form on the City's website for businesses that are wanting to have extra patrols and to notify the department of any concerns. Mr. Tramm said this is in addition to the home vacation watch form.

Mr. Tramm said they have partnered with Nixle to get information out to the community as fast as possible. Mr. Tramm said to sign up for text messages regarding emergencies or inclement weather text MOPDALERT to 888777. Mr. Tramm said this information will be going out within the next month via water bills, the signboard, and the social media page. Mr. Tramm said their goal is to be able to get ahead of the hurricane season and that will become an additional way to convey information to the public.

Mayor Countryman asked Chief Solomon how they are handling business owners that want to be escorted to their cars. Chief Solomon said they are handling business requests through the business watch form on the City's website. Chief Solomon said there is also a section where you can list the time of opening and closing and if you would like patrol to come by during closing. Chief Solomon said they have done that with several businesses in Montgomery with AT&T and a couple of businesses outside the City. Chief Solomon said if they have someone outside their place of business they would like them to call 9-1-1 or call the County.

- D. Court Department Report – Mr. Tramm said the collections for December and January are up from the year before and are largely due to catching up from the previous backlog where Court activities were greatly slowed down by the pandemic situation. Mr. Tramm said Court is largely functioning by Zoom to follow the recommended safety protocols for Court operation at this time. Mr. Tramm said they are doing a great job amidst a difficult situation. Julie Davis asked if the Court will be able to utilize the infrastructure being talked about putting in place for the Council Chamber for the Zoom Court. Mr. Tramm said that is something he has not walked through yet with the Court Administrator. Mr. Tramm said he believes they are working on individual computers and thinks they may continue to choose to do that, but generally speaking, his understanding of how the equipment works and to answer the question would be yes. Julie Davis said she was not sure if funding-wise it could be pulled from the budget of Court expenses versus a City funding budget. Mr. Tramm said they could certainly look into it as he had not thought of it from that point of view but is certainly worth a potential consideration.
- E. Utility/Development Report – Mr. Tramm said there is a \$6,000 escrow collection for Panda Express that is coming to the Shoppes of Montgomery location near Starbucks. Mr. Tramm said the 869 water accounts are up 53 accounts in the last 12 months, which is a growth rate of almost seven percent. Mr. Tramm said as everyone is aware there are several developments

on the books and will likely see this same level of increased growth for the next several years. Mr. Tramm said he would like to go back on an annual basis and view the comparison numbers.

Mayor Countryman asked who is collecting hotel tax for Airbnb and if Airbnb collects it or is it up to the individual owners to pay. Mr. Petrov, City Attorney said his understanding is that Airbnb has an agreement with the Comptroller's office to collect it on behalf of their collective properties and he believes it goes through Airbnb to the State Comptroller. Mayor Countryman said they should be able to see Airbnb on their tax report. Mr. Tramm said the hotel taxes show up through a different report other than their regular sales tax report, but he will meet with the bookkeeper to retrieve that report.

- F. Water Report – Mr. Michael Williams, Vice President of H2O Innovation said there were a lot of minor issues. Mr. Williams said the wastewater plant flow for December through January was 6,311,000 gallons, daily peak flow December 31, 2020, was 717,000 gallons, and the average daily flow was 203,600 gallons which is currently 51% of permitted capacity. Mr. Williams said all systems complied with the discharge limitations and effluent monitor reports during January. Mr. Williams said there were eight and a half inches of rainfall recorded. Mr. Williams said they pumped a total of 8,527,000 gallons, total flushing of 1,150,000 gallons with a subtotal of 7,377,000 gallons with 96% accountability. Mr. Williams noted there was a total of 998 connections. Mr. Williams said with the help of Mike Muckleroy and his crew with their immediate response time, he greatly appreciated their efforts in keeping the plants running and the extra hands to help isolate pipes bursting at the plants during the freeze.

Mr. Williams said as Mr. Tramm mentioned earlier, they did not go below the pressure threshold to issue a boil water notice. Mr. Williams said they did have reduced pressure in the system, but they went ahead and had samples pulled to verify everything was good. Mr. Williams said those samples came back negative this afternoon with no bacteria.

- G. Financial Report – Mr. Lasky said in the general operating fund there are almost nine months of reserve from the collection of ad valorem taxes for January. Mr. Lasky said there is 20 months reserve for the MEDC account and a year's worth of reserve in the utility fund. Mr. Lasky said on the account balances they are going to try and purchase some CDs for some of the funds to see if they can get a higher interest rate. Mr. Lasky said for the cash flow on the general fund they did receive some FEMA money for Atkins Creek, roughly \$30,000 of it

which was transferred over from Capital Projects where it was collected from as well as receiving \$246,000 for January sales tax. Mr. Lasky said the ad valorem taxes came in at \$400,000 and stated there was nothing out of the ordinary regarding expenditures. Mr. Lasky said the general fund is doing well on sales tax collected for the first months at \$840,000 and they did receive their biggest amount that he has seen to date for sales tax for February just over \$450,000 and said the City is doing very well. Mr. Lasky said some of the expenditures for personnel and insurance are a bit higher but that is because they had a three-week pay period in December and eventually the amount will start to go down and revert to normal. Mr. Lasky said the miscellaneous expenses are a little higher, as there were a few events that took place mainly in December for the goat naming contest as well as the parade and Light up the Park event. Mr. Lasky said MEDC did contribute money toward those events and it shows as more of a wash on the revenue and expenditures side and most of those will show up on the next report. Mr. Lasky said he completed those transfers a week ago and coming up in February for the March meeting there will be additional revenues that post on the budget. Mr. Lasky said on the utility side regarding the tap fees and inspections there was one larger tap for Eagle Nest apartments so that is the reason it was a bit higher. Mr. Lasky said there were some repairs to Lift Station 14 for Utility Projects and Preventive Maintenance which were higher than normal. Mr. Lasky said the bond payments are coming due and he will send the information to the bank tomorrow to have them paid.

Julie Davis asked if the City is making a provision to cut back on municipal hours this week because they are going to have all this overtime, and do they need to address it in the budget, so they are not cutting their hours. Julie Davis said she feels like they should not slap their hands and would rather pay them the overtime for being there to keep the water plants running and know they are going to be over budget than to force them to cut their hours later in the week and not pay overtime. Mr. Tramm said that is something they do not need to address right now. Mr. Tramm said when they have emergencies that require additional time, people work the additional time and get paid for the time they work, they do not then get sent home on the next available nice day just to keep those hours down. Mr. Tramm said if they want to voluntarily ask for an extra day off he is happy to entertain that, but they do not get punished because they had to work 16-hours one day and taken to task the next where they have work taken away from them for no good reason. Mr. Tramm said there is a time to address this and further down in the fiscal year they will potentially do a mid-year correction with budget adjustments. Mr. Tramm said as Mr. Lasky mentioned earlier, the City had the highest collection for February which is both a monthly and quarterly filing month and includes the

business for December. Mr. Tramm said it was \$92,000 above the total figure for what the City collected the previous February which was \$358,000 to \$450,000. Mr. Tramm said that is just one example of an income being much higher than anticipated and on the other hand there are always expenditures that are higher and lower than anticipated. Mr. Tramm said Public Works always tries to plan in the budget for there being funds that count for emergencies, but it is hard to plan for an emergency. Mr. Tramm said they do not need to take any action on that now, but if it is necessary they will bring it back to Council. Julie Davis said she remembers late last year canceling a heavy trash weekend because of overtime hours. Mr. Tramm said as he recalls the reason the trash was canceled was not to avoid paying overtime hours which they do collect for those days, but it was because the dumpsters were filled earlier than anticipated.

H. Engineer's Report – Mr. Roznovsky said the Waterline Improvements Project through downtown is still ongoing and they have completed most of the waterline by Cedar Brake Park. Mr. Roznovsky said the area east of the medical building at Houston Street is a temporary waterline that is being installed to connect everyone to. Mr. Roznovsky said while they are doing construction, if the existing line is hit and some places are using the same location as the existing line, the customer will still be able to stay in service. Mr. Roznovsky said they will be meeting with the contractor tomorrow as they will be doing a tie-in at Shepherd Street and the Park. Mr. Roznovsky said the customers on Shepherd Street will be out of service tomorrow night between 10:00 p.m. and 5:00 a.m. and were given notice this morning that this would occur. Mr. Roznovsky said the contractor has been great to work with.

Mr. Roznovsky said the Baja Road Water and Drainage Improvements will be having their one-year warranty inspection tomorrow morning. Mr. Roznovsky said they are still waiting and working with the Department of Agriculture on the release of final funds which is still pending. Mr. Roznovsky said they are trying to get more information because now they are at the one-year warranty mark and there is still an outstanding balance owed to the City.

Mr. Roznovsky said they have received the contract documents back from the contractor today regarding Water Plant No. 3 Improvements. Mr. Roznovsky said they will do a final review and send them over to the City Attorney for review and have the City execute the contract to get the project started.

Mr. Roznovsky said GLO is ongoing and they have scheduled a follow-up call on Monday with GrantWorks to move the project forward.

Mr. Roznovsky said the closeout of the contract with Lift Station No. 1 is still ongoing and they have been going back and forth with the contractor.

Mr. Roznovsky said this past month they held a one-year warranty inspection for the Atkins Creek Project and had a very small punch list they are working with the contractor to get those items addressed.

Mr. Roznovsky said they did approve plans for Moon Over Montgomery, and they received plans for review from Panda Express and provided comments on the plans. Mr. Roznovsky said they spoke with them today and expect to see revised plans soon.

Mr. Roznovsky said Hills of Town Creek, Section 4, installation of underground utilities has been completed and the contractor is currently working on paving.

Mr. Roznovsky said the Hills of Town Creek, Section 3, and Emma's Way one-year warranty inspections are underway.

Mr. Roznovsky said regarding the Town Creek inspection, TxDOT plans to complete the installation of the rip-rap in the next few weeks.

Mr. Roznovsky said they have a follow-up meeting with Precinct 1 regarding the Kammerer Tract next week to discuss the transportation improvements and they are continuing to move forward on that project.

Mr. Roznovsky said they had a utility meeting regarding the TxDOT Atkins Creek and FM 1097 Project to discuss the location of existing utilities and they are continuing to move forward. Mr. Roznovsky said based on their schedule it is still a 2026 project, but they are trying to get it far enough along so if funding is available they can move it to a sooner date.

Mr. Roznovsky said the FM 149 and SH-105 Right Turn Lane Project is still scheduled for 2021 and construction could begin mid-summer.

Mr. Roznovsky said regarding the water well performance tests, the only well that had an issue, Water Well No. 2 is seeing increased levels of sand production but will not require corrective action at this time. Mr. Roznovsky said both Water Well Nos. 3 & 4 are both operating as intended and there is no action to take.

Mayor Countryman asked if Mr. Roznovsky was worried about the Buffalo Springs Bridge holding up with potholes with the recent weather event. Mr. Roznovsky said they will go out and view it tomorrow. Mr. Roznovsky said the potholes that have occurred in the past are not on the bridge, they are on the approaches and the outside of the bridge, and existing issues pertain to the overlay and existing street, but there is nothing wrong with the bridge structure itself.

Tom Cronin moved to accept the departmental reports as presented. Julie Davis seconded the motion, the motion carried unanimously. (4-0)

3. Consideration and possible action regarding video streaming equipment purchase and installation.

Mr. Tramm said City Council had asked about live streaming meetings back in 2018 to increase civic engagement. Mr. Tramm said staff has researched the topic, especially in light of new technologies available and new popularity with the pandemic guidelines. Mr. Tramm said at the original time it was considered, it was thought to be too great of an expense for the perceived benefit, but over this past year, online meetings have taken a larger role in how we conduct City activities and now play a bigger role in how the public does many things. Mr. Tramm said allowing the public to view City meetings online is now more of an essential service than an option. Mr. Tramm said they do know that although they may have seen a decrease in the number of people who watch these meetings live, they do know people are viewing them through the taped format when it is convenient for their schedule when they are easily available through the City's website.

Mr. Tramm said staff has obtained three proposals for improvements to the AV system in the City Council Chambers. Mr. Tramm said an overview of the proposals is included with the agenda items sent out. Mr. Tramm said the proposals are based on each company's core services and are not equal in what they offer but a spectrum across the board. Mr. Tramm said the key

points to consider are staff involvement level and how automated they want the system to be. Mr. Tramm said if it is a full-service civil system that has almost no input needed from City staff that could be \$30,000 or even more on an annual basis just to run the system in addition to the hardware. Mr. Tramm said, on the other hand, City staff operating the system has staff time costs, but much lower, and is more flexible with their needs.

Mr. Tramm said the second key point to consider is public interaction. Mr. Tramm said broadcasting meetings versus interactive meetings have very different cost and complexity implications. Mr. Tramm said the project was initially seen as a broadcast-only pursuit and platforms like Zoom, Microsoft Teams, etc. enable all participants to interact in real-time which they have generally come to see as a common feature in meetings. Mr. Tramm said the biggest barrier they would have in combining real-time interactivity with a live stream broadcast is the lag time between the systems and a high cost to find ways to mitigate and work around that lag time if they are hosting an in City, City Council meeting with outside participants trying to participate in a live format.

Mr. Tramm said the final key point is adaptability. Mr. Tramm said two of the proposals come from companies that offer proprietary solutions, which means their computer code is integrated into the system in a way that only they can work on. Mr. Tramm said the third proposal provides a solution using off-the-shelf components that allows complete ownership of the system and operation by the City. Mr. Tramm said this proposal they believe allows for maximum flexibility for changes to the system whether it be a short or long-term future and is expected to work well as they readapt back to meeting live and would still be able to have a live stream format that was originally envisioned back in 2018 even when they have a full audience after the pandemic.

Mr. Tramm said the recommendation from City staff is the presentation by AV Design Pros and allowing the City Administrator to contract with AV Design Pros for a live stream solution for City Hall not to exceed \$30,000. Mr. Tramm said the proposal they provided was \$27,000. Mr. Tramm said Mr. Dave McCorquodale, Assistant City Administrator and Director of Planning and Development was the person who interacted with all the companies and is available for specific questions.

Tom Cronin asked why they can't use the school system Public Chambers as it has been offered. Tom Cronin asked Mr. Petrov, City Attorney if there is a legal reason they cannot use the MISD meeting facilities because it is certainly much bigger than theirs. Mr. Petrov said there would not be a legal reason why the City could not enter into an agreement with the school. Mr. McCorquodale said often school board meetings do seem to coincide with the City Council meetings and he presumes if they would be the one asking it would be the City changing their meeting dates. Tom Cronin said to save \$35,000 he has no problem with that. Tom Cronin asked if they thought they would get a return on this. Tom Cronin said they have five additional people tonight and do they think more people are going to tune in because they have high-dollar AV equipment. Mr. Tramm said what they do know is some people are tuning in not necessarily live but are tuning into the recorded broadcast from the City's website on their schedule. Mr. Tramm said the one downside he would have about meeting in a school building is if there was any need for City staff to go back and pull written materials they would not have that ability, but that does not happen very often. Mr. Tramm said they could also just continue with meetings as they are conducting them now. Mr. Tramm said if Council wants him to approach MISD and have more significant discussions with them about using their chambers, he would certainly be very happy to do that. Tom Cronin said it does not cost anything so why not just inquire and see if there might be a workaround to this expensive proposal. Julie Davis asked if Mr. Tramm can clarify the other cities such as City of Willis or City of Conroe if they have similar equipment to the proposed AV equipment. Mr. Tramm said he knows specifically what the City of Conroe has, and they utilize the Swagit system as does one other local government the Lone Star Groundwater Conservation District for Montgomery County. Mr. Tramm said it is a higher-priced system and is more fully-featured. Julie Davis asked if there is a way to bear this burden across everyone that would be using this equipment like Planning and Zoning, MEDC, Court costs versus it all being put on the City. Julie Davis said she understands it is coming out of the budget no matter what but is there a way to share the burden versus it all coming out of one account. Mr. McCorquodale said Planning and Zoning does not have a budget so it would certainly be on the City. Mr. Tramm said MEDC does have a separate budget and the Court budget is separate within the City system. Mr. Tramm said they could spend the time to determine how it would be used and how it could be a portion to cross different budget elements and bring it back to City Council at an upcoming meeting.

Julie Davis asked what the timeline is to have this system installed. Mr. Tramm said if they went with AV Design Pros they would expect to have it up and running by the first meeting of April if not, the second meeting of March. Mayor Countryman said Zoom is free but at the same time they need to get back into Council Chambers and still be able to project to those that cannot make it to the meeting and be mobile like Commission's Court or even the City of Conroe, that is the objective. Tom Cronin said he would love to get back in the Council Chambers, but he does not think they need this kind of luxury. Tom Cronin said he thinks they should figure out something a lot more cost-effective. Mr. Tramm said if Council wishes, they would be happy to go back to the drawing board and look at other alternatives.

Mr. McCorquodale said he is very frugal by nature, but you cannot find a \$2,000-\$3,000 solution that requires a \$60,000 a year IT person to be able to run the system. Mr. McCorquodale said that is the difference between the services that are offered and the expertise in-house to run the system. Mr. McCorquodale said he thought we could install a webcam on the ceiling and just run Zoom and everything would be fine. Mr. McCorquodale said he found after researching it that if you do not have the in-house expertise to set it up and operate it when it stops working you do not have anything. Julie Davis said in the tech world \$30,000 is not a huge amount, although it is a huge number to bear upfront. Julie Davis said her husband does tech for a living and services the City of Willis and she knows what their number is and what they paid for their system, but they are still looking at a way less number at \$30,000. Mayor Countryman asked if this would improve the acoustics in the Chambers. Mr. McCorquodale said almost \$4,000 of the system is a needed audio improvement. Mr. McCorquodale said close to \$4,000 of the \$26,000 is for new microphones and a new audio mixer in the Council Chambers. Mr. McCorquodale said whether or not the Council decides to live stream, the audio in the room itself needs to be upgraded. Mayor Countryman said she has heard that from people and when she has sat out in the audience as well, there have been a lot of people having a hard time hearing what is being discussed and those microphones are 50/50 if they are going to work. Mayor Countryman said if they do not work it is very hard to hear in Council Chambers.

Julie Davis moved to accept the recommendation to authorize the City Administrator to contract with the AV Design Pros for a City Hall live stream solution not to exceed \$30,000.

Tom Cronin asked if they were going to allow Mr. Tramm to speak with the school system. Julie Davis said she does not want to borrow a system. Tom Cronin said he is talking about using their public facilities. Julie Davis asked if they are going to change their meeting dates because they meet on the same date. Tom Cronin said Mr. Tramm needs to speak with them and said he knows one date in the month MISD does not meet the same time as they do. Mayor Countryman asked if Tom Cronin is suggesting doing this one time a month and go and do that another time a month. Tom Cronin said no he would like to table it and have Mr. Tramm bring back more information. Mr. Tramm said he will do what Council directs and wants him to do. Mr. Tramm said if Council wants him to approach MISD about utilizing their location for Planning and Zoning, City Council, and MEDC meetings then he will be happy to do that. Tom Cronin said they need to find out how many people it would accommodate.

Carol Langley seconded the motion, the motion carried with the following votes:

Carol Langley – Aye

Tom Cronin - Nay

Julie Davis – Aye

T.J. Wilkerson – Nay

Mayor Countryman cast the tie-breaking vote by voting Aye. The motion carried with 3-Ayes and 2-Nays. (3-2)

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.

COUNCIL INQUIRY:

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

Discussion: Mr. Tramm said he wanted to point out to Council, which he neglected to mention in the utility report, that due to several City residents/utility customers who had broken pipes may have experienced a significant water loss related to the freeze. Mr. Tramm said he has instructed City staff to gather the information if they contact the City related to higher-than-normal water bills for consideration of credits. Mr. Tramm said he does have discretion in the matter and is going to be looking more closely for City residents that may need some assistance because of where the freeze caused unexpected water loss due to broken pipes. Mr. Tramm said he wanted to make Council aware that he would be considering those on a case-by-case basis. Mr. Tramm said having an electronic metering system allows them to identify when leaks occurred and they can time stamp them back to being related to this specific freeze event.

Julie Davis asked Mayor Countryman if there was any update from Mr. Robert Walker concerning the Lone Star Community Center and the backup generator not working and what Precinct 1 responsibility is to get it working so this does not happen again during hurricane season. Mayor Countryman said she spoke with Mr. Walker yesterday and they are going to have a meeting with the Police Chief and Mr. Tramm to discuss the matter. Mayor Countryman said during this whole storm they had plans A, B, C, and D and they ended up going to G, H, and I. Mayor Countryman said it was great they were able to provide shelter and had a plan, but what she learned through all of this is no church in town has a generator, Margaritaville does not have a generator and neither do any of the schools in town. Mayor Countryman said they hope that Commissioner Walker will go into partnership with the City. Mayor Countryman said they have an idea they are going to propose, and he is willing to sit down and talk. Julie Davis asked if it is an urgent matter they are pushing before hurricane season. Mayor Countryman said most definitely. Mr. Tramm said hurricane season and beating that with any updates for planning and responsiveness is high on their priority list. Mayor Countryman said the high school has two generators, but one generator was down so they could potentially use that. Mayor Countryman said in the end they were able to provide good shelter and they were not overrun. Mr. Tramm said he knows in his conversations with the Superintendent that he and MISD learned several items about their emergency capabilities as well, and they will be working with them as they improve the City's plans going forward and knows they will be working to improve the school district plans as well. Mr. Tramm said they are going to be communicating closely in how both parties can improve cooperatively together. Mr. Tramm said they want to have locations that are closer here to the City than what they have now. Julie Davis said just to clarify they have no control over Entergy and as a City that is the provider they have.

ADJOURNMENT

Julie Davis moved to adjourn the meeting at 7:20 p.m. Tom Cronin seconded the motion, the motion carried unanimously. (4-0)

Submitted by:  Date Approved: _____
Susan Hensley, City Secretary

Mayor Sara Countryman

Montgomery City Council
AGENDA REPORT

Meeting Date: March 9, 2021	Budgeted Amount: N/A
Prepared By: Richard Tramm	Exhibits: N/A

Subject

Consideration and possible action regarding adoption of the following Resolution:
RESOLUTION AMENDING THE AUTHORIZED REPRESENTATIVES WITH
TEXPOOL.

Description

This item is to update the account signer access to the City's TexPool accounts for our Senior Accounting Clerk Anthony Lasky. This is a routine item when there are changes to signers and/or account changes.

Recommendation

Consider approval of the resolution amending the authorized representatives with TexPool.

Approved By

City Administrator	Richard Tramm 	Date: 03/05/2021
--------------------	--	------------------



Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

*** Required Fields**

1. Resolution

WHEREAS,

City of Montgomery
Participant Name* Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Richard Tramm City Administrator
Name Title

9 3 6 5 9 7 3 9 6 2 9 3 6 5 9 7 6 4 3 7 rtamm@ci.montgomery.tx.us
Phone Fax Email

Signature

2. Sara Countryman Mayor
Name Title

9 3 6 5 9 7 6 4 3 4 9 3 6 5 9 7 6 4 3 7 scountryman@ci.montgomery.tx.us
Phone Fax Email

Signature

3. Anthony Lasky Senior Accounting Clerk
Name Title

9 3 6 5 9 7 4 4 9 1 9 3 6 5 9 7 6 4 3 7 alasky@ci.montgomery.tx.us
Phone Fax Email

Signature

1. Resolution (continued)

4.
 Name Title

Phone Fax Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Richard Tramm
Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title

Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 09 day of March, 2021.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

City of Montgomery
Name of Participant*

SIGNED

Signature*

Sara Countryman
Printed Name*

Mayor
Title*

ATTEST

Signature*

Susan Hensley
Printed Name*

City Secretary
Title*

2. Mailing Instructions

The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-839-3291, and mailed to:

TexPool Participant Services
1001 Texas Avenue, Suite 1150
Houston, TX 77002



Montgomery City Council
AGENDA REPORT

Meeting Date: March 9, 2021	Budgeted Amount: N/A
Prepared By: Dave McCorquodale	Exhibits: City Code Sec. 98-27, SUP Application, SUP Ordinance

Subject
Consideration and possible action regarding a Special Use Permit Application by Cornerstone Community Church requesting an "I"-Institutional land use in Suites "K" & "L" of the Montgomery Trace Shopping Center, a "B"-Commercial Zoning District.

Description
<p>Special Use Permits are part of Texas zoning law and allow for certain uses within zoning districts where they would not normally be allowed. Special Use Permits can include appropriate safeguards and conditions as City Council deems necessary. Staff can provide further explanation of SUP's at the meeting as requested.</p> <p>The common elements of all Special Use Permits are:</p> <ul style="list-style-type: none"> • Granted to a specific person, business, or organization • Granted for a specific property/location • Granted for a specific use (including specific conditions/requirements) <p>Should any one of these three elements change, the Special Use Permit can be revoked by City Council. Attached is a draft Special Use Permit Ordinance for review. Any additional conditions can be added to the ordinance.</p>

Recommendation
<p>Consider the request and take one of the following actions:</p> <ol style="list-style-type: none"> 1. Adopt the Ordinance with conditions as City Council deems appropriate. 2. Adopt the Ordinance with no additional conditions. 3. Take no action (Ordinance not adopted/SUP not approved).

Approved By		
Asst. City Administrator	Dave McCorquodale 	Date: 03/04/2021
City Administrator	Richard Tramm 	Date: 03/04/2021

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.

(Ord. No. 2014-03, § 1, 5-20-2014)



Special Use Permit

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

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

Contact Information

Property Owner(s): PD Montgomery Trace LP

Address: 5700 Legacy Dr. STE #10 Plano, Tx

Zip Code: 75024 Phone: _____

Email Address: _____

Applicants: Cornerstone Community Church of Montgomery

Address: PO Box 1734 Montgomery, Tx

Zip Code: 77356 Phone: 713-299-4628

Email Address: colemang2611@gmail.com

Parcel Information

Type of Business: Strip Center that utilizes Retail, Banking, Government, etc

Legal Description: Cornerstone Community Church of Montgomery

Street Address or Location: 20821 Eva St. Montgomery, Tx 77356

Special Use Permit Request

Description of request: Spaces K&L to be utilized by Cornerstone Community Church of Montgomery. Cornerstone Community Church waives any restrictions that the TABC puts onto new businesses that are located within 300' of a church and leaves all new businesses to be opened at the discretion of City of Montgomery.

Submission Information

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

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

Public Hearings

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

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

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

Protests

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

Resubmission

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

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



PLANNING & ZONING COMMISSION REPORT OF FINDINGS AND RECOMMENDATION

TO: MONTGOMERY MAYOR AND CITY COUNCIL

FROM: PLANNING & ZONING COMMISSION

CC: RICHARD TRAMM, CITY ADMINISTRATOR

SUBJECT: REPORT CONCERNING A SPECIAL USE PERMIT APPLICATION BY CORNERSTONE COMMUNITY CHURCH TO REQUEST AN "I"-INSTITUTIONAL LAND USE IN SUITES "K" & "L" OF THE MONTGOMERY TRACE SHOPPING CENTER, A "B"-COMMERCIAL ZONING DISTRICT.

Mayor and Members of City Council,

Pursuant to Sections 98-27(a) of the City of Montgomery Code of Ordinances ("the Code"), the Montgomery Planning and Zoning Commission met on February 2, 2021 to consider a request from Cornerstone Community Church for a Special Use Permit to locate their church in Suites "K" & "L" of the Montgomery Trace Shopping Center (between the US Post Office and Subway).

After study, the Commission at its February 2nd meeting thereby found:

- The property is currently designated with the zoning classification of B-Commercial.
- The proposed church, an I-Institutional land use, requires a Special Use Permit granted by City Council to operate in a B-Commercial zoning district.
- The church stated a desire to operate a free coffee/internet study and meeting place throughout the week in addition to Sunday and Wednesday church services.
- The Commission considered the location of the property during the study, noting Suites "K" & "L" of the shopping center have been vacant for a considerable time.
- The Commission discussed that the church would not generate sales tax and considered other tenants of the center that include a bank, an insurance company, and the US Post Office. While the church itself would not generate sales tax, it will bring people into the center and could increase sales at adjacent restaurants.
- Parking availability was considered, and it was determined that ample parking exists.

By unanimous vote of 5-0, the Planning and Zoning Commission hereby presents this Report pursuant to Section 98-27(a) of the Code, recommending the approval of the Special Use Permit. While City Council can require conditions for the Special Use Permit, none are recommended by the Commission.

I, Jeffrey Waddell, Chairman of the Montgomery Planning and Zoning Commission, on this 3rd day of March 2021, certify the above Final Report to be true and correct to the best of my knowledge.

Signed: 
JEFFREY WADDELL, Chair

Attested: 
SUSAN HENSLEY, City Secretary



ORDINANCE NO. _____

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AMENDING CHAPTER 98 "ZONING" OF THE CITY CODE OF ORDINANCES GRANTING A SPECIAL USE PERMIT TO CORNERSTONE COMMUNITY CHURCH FOR THE USE OF THE PROPERTY LOCATED AT 20821 EVA STREET SUITES "K" & "L", MONTGOMERY, TEXAS 77356, FOR A CHURCH FACILITY; ESTABLISHING CERTAIN TERMS, CONDITIONS, AND LIMITATIONS; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE UPON PASSAGE.

WHEREAS, the City of Montgomery has received a request from Cornerstone Community Church (the "Applicant") for a Special Use Permit pursuant to Section 98-27 of the Code of Ordinances of the City of Montgomery, Texas, authorizing the use of real property at 20821 Eva Street, Suites "K" & "L" Montgomery, Texas 77356 (the "Property") to operate a church; and

WHEREAS, the Property is in Zoning District "B" – Commercial; and

WHEREAS, Section 98-88 of the Code of Ordinances includes a Table of Permitted Uses that allows churches only in "I" – Institutional Zoning Districts; and

WHEREAS, the matter was referred to the City of Montgomery Planning & Zoning Commission for consideration and report; and the Planning & Zoning Commission, after due notice, did consider and make a report to the City Council on the request for the Special Use Permit, as provided by Section 98-27 (a) of the Code of Ordinances; and

WHEREAS, the City Secretary caused to be issued and published the notice of public hearing required by the City of Montgomery Zoning Ordinance and applicable laws of the State of Texas; and

WHEREAS, the City Council, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the proposed Special Use Permit, on the 9th day of March 2021; and

WHEREAS, the City Council, after determining that all legal requirements of notice and hearing have been met, is of the opinion and finds that the requested special use of the Property is authorized by Section 98-27 of the Code of Ordinances; and

WHEREAS, the City Council further finds that the granting of a Special Use Permit to the Applicant will not have an adverse effect on the City's comprehensive plan or on the character and development of the neighborhood in which the Property is situated, so long as the City imposes appropriate conditions and safeguards;

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

Section 1. Grant of Permit. A Special Use Permit is hereby granted to Cornerstone Community Church to use the Property located at 20821 Eva Street, Suites “K” & “L”, Montgomery, Texas 77356 for a church facility. The Special Use Permit is granted upon and subject to the terms, provisions, and limitations specified in Section 2.

Section 2. Terms, Provisions, and Limitations. The Special Use Permit, as herein granted, is expressly subject to the Applicant following the special conditions, terms, provisions and limitations of this Ordinance.

- a) This special use permit does not waive, amend, abrogate or affect any law, rule or regulation, including any ordinance of the City of Montgomery. The Applicant and Owner of the Property shall comply with all ordinances of the City of Montgomery.
- b) In the event of a violation by the Applicant of the terms and provisions of this Special Use Permit and the continuation of such violation after ten (10) days written notice from the City to the Applicant, at the option of City Council, this permit shall be revoked and shall be of no further force or effect. Such revocation will be effective immediately upon action by City Council.
- c) This Special Use Permit is granted for a term of one (1) year from the effective date of this Ordinance. Subject to all provisions of this document, at the end of such one (1) year period, this Special Use Permit will annually automatically renew for additional one-year terms so long as the Applicant continuously operates the church as described in compliance with this ordinance and other city ordinances, without the necessity of further action by City Council.
- d) The Applicant will notify the City in writing within 10 days in the event the Applicant ceases to lease the Property.

Section 3. Savings Clause.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portion of this ordinance shall not be affected hereby, it being the intention of the City Council of the City of Montgomery in adopting and of the Mayor in approving this ordinance, that no portion hereof or provisions or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation.

Section 4. Effective Date.

The effective date of this Ordinance shall be upon its passage.

PASSED AND APPROVED this _____ day of _____ 2021

Sara Countryman, Mayor

ATTEST:

Susan Hensley, City Secretary

APPROVED AS TO FORM:

Alan P. Petrov, City Attorney

Montgomery City Council
AGENDA REPORT

Meeting Date: March 9 th , 2021	Budgeted Amount: N/A
Department: Administrative	
Prepared By: Anthony Lasky	Exhibits: Budget Amendment Ordinance with Proposed Categories for Amendment
Date Prepared: March 5 th , 2021	

Subject

Consideration and possible action to approve an ordinance to Approve Budget Amendment No. 3 for the City of Montgomery FY 2019-2020 Budget

Description

In relation to wrapping up the 2019-2020 audit, and after discussions with the City's Auditor, it was found that three of the City's budget accounts needed an amendment for finalization. These changes attached will properly allow these accounts to be completed in the audit without a management letter provided by the auditor for these items. These amendments have been prepared in discussion with the auditor.

Recommendation

Approve the attached budget amendment ordinance for Budget Amendment No. 3 the City of Montgomery FY 2019-2020

Approved By

City Administrator



Date: 03-05-2021

ORDINANCE NO. 2021-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AMENDING ITS MUNICIPAL BUDGET FOR THE FISCAL YEAR 2019-2020, BUDGET AMENDMENT NO. 3; PROVIDING A REPEALING CLAUSE AND A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, in accordance with applicable law, the City Council of the City of Montgomery, Texas adopted an operating municipal budget for the fiscal year 2019-2020 pursuant to Ordinance No. 2019-17, dated September 10, 2019; Budget Amendment No. 1, adopted by Ordinance 2020-06, dated July 28, 2020; and Budget Amendment No. 2, adopted by Ordinance No. 2020-17.

WHEREAS, the Mayor and the City Administrator of the City have submitted to the City Council certain proposed amendments to the municipal budget as permitted by law, which amended budget is set forth in and incorporated herein in the attached Exhibit "A;" and

WHEREAS, the City Council has considered the proposed budget amendments and considers them warranted by law and in the best interest of the municipal taxpayers;

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

SECTION 1 That such proposed municipal budget as amended is hereby approved and adopted as Budget Amendment No. 3 for the City of Montgomery for the fiscal year 2019-2020, as detailed in Exhibit "A."

SECTION 2. That the amended municipal budget may be amended from time to time as provided by law for the purposes of authorizing emergency expenditures or for other municipal purposes; provided, however, no obligation shall be incurred or any expenditure made except in conformity with the budget.

SECTION 3. Texas Open Meetings Clause. It is hereby officially found and determined that the meeting at which this Ordinance was considered was open to the public as required and that the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 5. Effective Date. This Ordinance shall become effective immediately from the date of its adoption.

PASSED AND APPROVED this 9th day of March, 2021.

Sara Countryman, Mayor

ATTEST:

/s/Susan Hensley, City Secretary

Exhibit A	Account	Account	2019/2020	2019/2020	Budget	%
	Number	Name	Actuals YTD Expenditures	Original Budget	Amendment #3	Change

Amended Expense Items

General Fund	17070	Capital Outlay - Police Cars	155,796	43,000	156,000	262.8%
--------------	-------	------------------------------	---------	--------	---------	--------

Total Amended Expenses - All			3,703,938	4,195,558	4,101,118	-2.3%
------------------------------	--	--	-----------	-----------	-----------	-------

Net Income After Amendment			410,152	-	-	
----------------------------	--	--	---------	---	---	--

Debt Service Fund	37360	Interest Payment on Notes	40,951	108,357	109,557	1.1%
-------------------	-------	---------------------------	--------	---------	---------	------

Total Amended Expenses - All			673,056	674,369	675,569	0.2%
------------------------------	--	--	---------	---------	---------	------

Net Income After Amendment			3,889	3,540	2,340	
----------------------------	--	--	-------	-------	-------	--

Police Asset Forfeitures	76101	Computer / Technology Equipment	2,377	-	2,400	0.0%
--------------------------	-------	---------------------------------	-------	---	-------	------

Total Amended Expenses - All			2,377	-	2,400	0.0%
------------------------------	--	--	-------	---	-------	------

Net Income After Amendment			(2,377)	100	-	
----------------------------	--	--	---------	-----	---	--

Montgomery City Council
AGENDA REPORT

Meeting Date: March 9, 2021	Budgeted Amount: \$112,000.00
Prepared By: Mike Muckleroy	Exhibits: Original Contracts

Subject

Annual review of contracts with Cody's Lawn Service, LLC for "Grounds Maintenance" and "ROW Mowing and Lift Station Weed Control" regarding the service costs and level of service.

Description

Contracts for services were signed on March 13, 2020 between the City and Cody's Lawn Service, LLC. Item number 13 states that City Council shall review and authorize renewal annually regarding costs and level of service. A meeting was held with Mr. Cody Skyvarna to discuss any additional needs such as new streets or facilities. It was concluded that there is not a need to increase a level of service at this point. Mr. Skyvarna is asking for a basic inflation/fuel increase of 3% to cover the rising cost of fuel. The full price of both contracts combined for the year is \$109,140.00 which would add a maximum increase of \$3,274.20. Services for Grounds Maintenance were performed 33 of 36 times this year and Lift Station Weed Control was performed 6 out of a possible 12 times therefore the total on the contracts was \$3900.00 less than the amount budgeted. Cody has been given the directive to use his discretion on whether to spray for weeds and he does not perform this task if it is not needed. Cody's services have been exceptional to this point and communication levels are always great.

Recommendation

Award yearly renewal of both contracts with a 3% fuel surcharge for each, in accordance with contract for the services provided.

Approved By

Director of Public Works	Mike Muckleroy	Date: 03/01/2021
City Administrator	Richard Tramm	Date: 03/01/2021

CONTRACTOR AGREEMENT

“Grounds Maintenance”

This agreement entered into this 13th day of March, 2020, by and between the City of Montgomery, Texas hereinafter “Montgomery”, and Cody’s Lawn Service, LLC, hereinafter “Contractor” at Montgomery County, Texas.

WHEREAS, Contractor is self-employed and in the business of providing the following services: Mowing, weed eating, and/or weed control of grass according to work specified and further described in Exhibit “A” of this Agreement; and

WHEREAS, Montgomery does, from time to time, contract with Contractor to perform services.

1. That in performing services in Montgomery, Contractor will act as an independent contractor at all times, and Contractor agrees that no relationship of employer – employee exists, and Contractor shall never represent to any third party that he is an employee of Montgomery.
2. Contractor agrees that he will provide labor and materials for the accomplishments of contracted work in a workmanlike manner in accordance with the specifications for the job. Montgomery will not exercise control or supervision over physical details of work, except such inspection as necessary to ensure compliance with specifications.
3. Contractor represents that he is duly authorized to perform the work contracted for, and that he is liable for any federal or state taxes, social security contributions, unemployment compensation taxes, or other taxes imposed by governmental entities or employers, and that he is exempt as an independent contractor under Texas Workers’ Compensation Act. Contractor agrees to indemnify and hold harmless Montgomery from any injuries to any persons arising under the course of this Agreement. Contractor shall not be obligated to indemnify Montgomery for claims arising solely from allegations of negligence by Contractor. Contractor shall maintain general liability insurance with limits of \$500,000 throughout the term of this Agreement.
4. The method of compensation for the contracted work by Contractor shall be a per-job fee to be negotiated in advance. No part of the agreed compensation is to be considered a salary or commission.
5. The labor and material which Contractor agrees to provide under this Agreement shall be provided by Contractor in accordance with accepted industry standards and in a workmanlike manner, But. Contractor shall apply his own methods and

manner, free from control and direction of Montgomery, except as to inspection and acceptance of the product and service.

6. Contractor shall provide services as defined in Exhibit "A" attached.
7. Contractor or Montgomery may terminate this Agreement for any reason upon giving written notice, except the indemnity provisions of this Agreement shall survive a termination and continue until the applicable statute of limitations has run on all potential claims.
8. This Agreement shall not be assigned by either party, except with express written consent of the non-assigning party.
9. Contractor agrees to indemnify and hold harmless Montgomery from any injuries to any persons arising under the course of this Agreement.
10. To the extent permitted by Paragraph 9, this Agreement shall be binding on heirs, personal representatives, legatees and devisees of the parties.
11. This Agreement shall be construed in accordance with and governed by the ordinances of the City of Montgomery, and the laws of the State of Texas.
12. The parties understand and acknowledge that this Agreement contains all the understandings of the parties and constitutes the full agreement of the parties.
13. **The three (3) year term of this agreement shall be reviewed and authorized for renewal annually by City Council regarding the service costs and level of services as attached in Exhibit "A".**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This agreement expires March 13, 2023.

City of Montgomery

Cody's Lawn Service, LLC

X Richard Tramm

X Cody Skyvarna

Richard Tramm, City Administrator

Represented by: Cody Skyvarna

ATTEST:

Susan Hensley
Susan Hensley, City Secretary



EXHIBIT "A"

Contractor will be paid upon completion of work performed upon city acceptance. Based on the proposals attached on the next four pages.



City of Montgomery

Request for Proposals

Grounds Maintenance

January 2020

CITY OF MONTGOMERY
REQUEST FOR PROPOSALS
BID – GROUNDS MAINTENANCE

PROJECT DESCRIPTION

Contractor to furnish all labor, equipment, and materials needed for the completion of the work described below. Please complete the Price Schedule for each section. Additional maintenance/mowing visits will be paid on the per visit price as defined in the Price Schedule. Added maintenance/mowing areas shall be based upon a negotiated price agreed to by the City and the selected contractor. Invoices are to be submitted at the first of each month for payment on the previous month's service. This contract is not considered a salary and payments will only be made for work performed.

1.) GROUNDS MAINTENANCE

AREAS TO BE MAINTAINED:

Includes eleven (11) sites detailed in Schedule 1.

DESCRIPTION OF WORK TO BE PERFORMED:

- Mow
- Edge all borders – concrete, beds, along fence lines, around trees and other obstacles
- Weed beds, playground equipment areas, and volleyball courts by hand as needed regularly
- Sweep/power blow to clean up landscape-related grass
- Chemical weed control of sidewalks and parking areas
- Trim all shrubs and ground cover as needed
- Maintain a well-defined (trenched) bed line
- Remove all trash from landscaped areas

FERTILIZER PROGRAM: (Coordinated with mowing schedule)

- Fertilize applications two times per year, one in spring and one in fall.
- Prior approval by Public Works is required before commencing applications.
- Monitor and spot treatment for insect and disease control during fertilizer applications.
- Weed control can be used for hardscapes and shrub beds.

SCHEDULE:

- Bi-weekly or monthly from October to March and weekly from April to September, as proposed by contractor (not to exceed 36 times per year).

CITY OF MONTGOMERY
REQUEST FOR PROPOSALS
BID – GROUNDS MAINTENANCE
PRICE SCHEDULE

1.) GROUNDS MAINTENANCE:

WEEKLY FACILITIES:

Location	Price per occurrence
1. City Hall	\$75
2. Cedar Brake Park	\$360
3. Homecoming Park	\$100
4. Community Building	\$100
5. Fernland Park	\$125
6. Memory Park (mowing and trimming only)	\$60
7. Jenny Adams Lot/Nat Hart Davis Museum	\$50
Fertilizer application cost for all 7 weekly facilities (Twice per year maximum)	\$765

Attached forms to be submitted with Bid:

- **Form 1295 Instructions**
- **Israel Prohibition on boycotting Israel Verification Form**

Sealed bids are due by 2:00 p.m. on February 28, 2020 to:

By Mail or hand-delivered:

Susan Hensley, City Secretary
City of Montgomery
101 Old Plantersville Road
Montgomery, TX 77316

Bid opening on February 28, 2020 at 2:05 p.m.

Montgomery City Hall
Conference Room
101 Old Plantersville Road
Montgomery, TX 77316

 lh Initial to indicate acceptance and understanding of the Project Description details.

Prohibition on Boycotting Israel Verification

This Verification is hereby incorporated into the terms of the contract by and between (Owner) **City of Montgomery** and [Contractor] Cody Skynore entered into this the 28 day of February, 2020.

1. **Contractor**, in conjunction with the execution of the above referenced contract and in accordance with Chapter 2270 of the Texas Government Code, effective September 1, 2017, does hereby agree, confirm, and verify that it:
 - A. Does not Boycott Israel; and
 - B. Will not Boycott Israel during the term of the contract.

"Boycott Israel" has the meaning given to it in Chapter 808 of Subtitle A, Title 8 of the Texas Government Code. As of the effective date of the statute, the term means "refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action make for ordinary business purposes."

2. Contractor hereby acknowledges and agrees that this verification is a material term of the contract and Owner is expressly relying on this verification in agreeing to enter into the contract with Contractor.
3. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER FROM ALL CLAIMS, CAUSES OF ACTION, LEGAL PROCEEDINGS, DAMAGES, COSTS, FEES AND EXPENSES ARISING OUT OF OR RELATED TO AN ACTUAL OR ALLEGED MISREPRESENTATION BY CONTRACTOR PROVIDED HEREUNDER.**

[Signatures on Following Page]

Prohibition on Boycotting Israel Verification [Continued]

Cody Stevens

Name: Cody Stevens

State of Texas
County of Montgomery

Before me, a notary public, on this day personally appeared Cody Stevens, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained in Paragraph 1A and B are true and correct.

(Personalized Seal)

[Signature]
Notary Public's Signature



Receipt and incorporation into the above referenced contract hereby agreed to and acknowledged by:

Richard Tramm
Richard Tramm, City Administrator
City of Montgomery, Texas



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Insurance Services - Jasper & Montgomery 300 S Wheeler St Jasper TX 75951	CONTACT NAME: Rachel Hebert	
	PHONE (A/C, No, Ext): (409) 384-5761	FAX (A/C, No): (409) 384-3341
	E-MAIL ADDRESS: rhebert@1stinsurance.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED CODY'S LAWN SERVICE, LLC 13728 AUSTIN MCCOMB RD MONTGOMERY TX 77316-2479	INSURER A: Markel Insurance Company	38970
	INSURER B: Service Lloyds Insurance Company	43389
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2031108566 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1000 Ded-Bi, PD Combined -- Per Occurrence GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PCG221402	12/6/2019	12/6/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 8,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	SLICWC0052100	09/01/2019	09/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER mmuckleroy@ci.montgomery.tx.v CITY OF MONTGOMERY 101 OLD PLANTERSVILLE RD MONTGOMERY, TX 77316	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kyle Yeary/CKEEN
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

CONTRACTOR AGREEMENT

“ROW Mowing and Lift Station Weed Control”

This agreement entered into this 13th day of March, 2020, by and between the City of Montgomery, Texas hereinafter “Montgomery”, and Cody’s Lawn Service, LLC, hereinafter “Contractor” at Montgomery County, Texas.

WHEREAS, Contractor is self-employed and in the business of providing the following services: Mowing, weed eating, and/or weed control of grass according to work specified and further described in Exhibit “A” of this Agreement; and

WHEREAS, Montgomery does, from time to time, contract with Contractor to perform services.

1. That in performing services in Montgomery, Contractor will act as an independent contractor at all times, and Contractor agrees that no relationship of employer – employee exists, and Contractor shall never represent to any third party that he is an employee of Montgomery.
2. Contractor agrees that he will provide labor and materials for the accomplishments of contracted work in a workmanlike manner in accordance with the specifications for the job. Montgomery will not exercise control or supervision over physical details of work, except such inspection as necessary to ensure compliance with specifications.
3. Contractor represents that he is duly authorized to perform the work contracted for, and that he is liable for any federal or state taxes, social security contributions, unemployment compensation taxes, or other taxes imposed by governmental entities or employers, and that he is exempt as an independent contractor under Texas Workers’ Compensation Act. Contractor agrees to indemnify and hold harmless Montgomery from any injuries to any persons arising under the course of this Agreement. Contractor shall not be obligated to indemnify Montgomery for claims arising solely from allegations of negligence by Contractor. Contractor shall maintain general liability insurance with limits of \$500,000 throughout the term of this Agreement.
4. The method of compensation for the contracted work by Contractor shall be a per-job fee to be negotiated in advance. No part of the agreed compensation is to be considered a salary or commission.
5. The labor and material which Contractor agrees to provide under this Agreement shall be provided by Contractor in accordance with accepted industry standards and in a workmanlike manner, But. Contractor shall apply his own methods and

- manner, free from control and direction of Montgomery, except as to inspection and acceptance of the product and service.
6. Contractor shall provide services as defined in Exhibit "A" attached.
 7. Contractor or Montgomery may terminate this Agreement for any reason upon giving written notice, except the indemnity provisions of this Agreement shall survive a termination and continue until the applicable statute of limitations has run on all potential claims.
 8. This Agreement shall not be assigned by either party, except with express written consent of the non-assigning party.
 9. Contractor agrees to indemnify and hold harmless Montgomery from any injuries to any persons arising under the course of this Agreement.
 10. To the extent permitted by Paragraph 9, this Agreement shall be binding on heirs, personal representatives, legatees and devisees of the parties.
 11. This Agreement shall be construed in accordance with and governed by the ordinances of the City of Montgomery, and the laws of the State of Texas.
 12. The parties understand and acknowledge that this Agreement contains all the understandings of the parties and constitutes the full agreement of the parties.
 13. **The three (3) year term of this agreement shall be reviewed and authorized for renewal annually by City Council regarding the service costs and level of services as attached in Exhibit "A".**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This agreement expires March 13, 2023.

City of Montgomery

X Richard Tramm

Richard Tramm, City Administrator

Cody's Lawn Service, LLC

X Cody Skyvarna

Represented by: Cody Skyvarna

ATTEST:

Susan Hensley
Susan Hensley, City Secretary



EXHIBIT "A"

Contractor will be paid upon completion of work performed upon city acceptance. Based on the proposals attached on the next seven pages.



City of Montgomery

Request for Proposals

Right of Way Mowing

&

Lift Station Weed Control

January 2020

CITY OF MONTGOMERY
REQUEST FOR PROPOSALS
BID – RIGHT OF WAY MOWING & LIFT STATION WEED CONTROL

PROJECT DESCRIPTION

Contractor to furnish all labor, equipment, and materials needed for the completion of the work described below. Please complete the Price Schedule for each section. Additional maintenance/mowing visits will be paid on the per visit price as defined in the Price Schedule. Added maintenance/mowing areas shall be based upon a negotiated price agreed to by the City and the selected contractor. Invoices are to be submitted at the first of each month for payment on the previous month's service. This contract is not considered a salary and payments will only be made for work performed.

1.) RIGHT OF WAY ("ROW") MOWING MAINTENANCE

AREAS TO BE MAINTAINED:

- The detailed ROW Facilities and street names are included in Price Schedules 1 and 2.

DESCRIPTION OF WORK TO BE PERFORMED:

- Mowing of approximately 17.39 miles of ROW (includes Hwy 105, FM 1097, and FM 149 inside the City Limits) and ROW Facilities owned by the City.
- Monofilament trimming of all borders – concrete, along fence lines, around trees in ditches, and any other obstacles.
- Sweep/power blow to clean up landscaped grass. Clippings shall not be blown into any street or roadway as this can cause a hazard to bicycles and motorcycles.
- Remove all trash from ROW areas.

SCHEDULE:

- Monthly from October to March and bi-weekly from April to September, as proposed by contractor (not to exceed 18 times per year).

2.) LIFT STATION WEED CONTROL

AREAS TO BE MAINTAINED:

- Includes eleven (11) sites detailed in Schedule 3.

DESCRIPTION OF WORK TO BE PERFORMED:

- Chemical weed control of all areas within listed lift stations owned by the City.

SCHEDULE:

- Monthly as needed.

**CITY OF MONTGOMERY
REQUEST FOR PROPOSALS
BID – RIGHT OF WAY MOWING & LIFT STATION WEED CONTROL**

PRICE SCHEDULE

1.) ROW FACILITIES:

Location	Price per occurrence
1. Water Plant No. 2 – Stewart St.	\$60
2. Water Plant No. 3 – FM 1097	\$75
3. Town Creek WWTP – Liberty St.	\$100
4. Stewart Creek WWTP – South Buffalo Springs Drive	\$60

CITY OF MONTGOMERY
REQUEST FOR PROPOSALS
BID – RIGHT OF WAY MOWING & LIFT STATION WEED CONTROL

This section has been prepared to answer any questions relative to the approximate ROW widths that may be mowed in the City. This section should not be the basis for an exact calculation, but as an estimate of anticipated mowing areas. Circumstances on each street are different and numbers below may not be exact. For example, some property owners may have landscaped improvements or maintain the area(s) themselves, or sidewalks may be present, etc. This information can, however, help in estimating some areas.

2.) STREET NAMES:

Street Name	Right of Way width in feet	Pavement width in feet	Roadway length in linear feet
Prairie	40	18	960
Sheppard	30	18	460
Maiden	30	18	700
Westway	30	18	750
McCown	30	18	820
Eugenia	30	18	430
John A. Butler	30	28	350
College (to include easement behind Burger Fresh)	30	18	2,900
Caroline	30	18	2,760
Lawson	30	18	600
Mason	30	18	200
Simonton	30	18	620
Clepper	60 & 80	24	3,070
Community Center Dr.	60	18	2,460
Pond	30	18	1,560
Dr. MLK	60	20	2,840
Cemetery	30	20	220
Baja	30	17	950
Church	30	17	180
McGinnis	30	18	410
Louisa	40	20	1,200

Street Name	Right of Way width in feet	Pavement width in feet	Roadway length in linear feet
Houston	30	18	930
Flagship	80	29	2,000
Rankin	30	15	300
Old Plantersville	40 – 50	20	6,180
Stewart	30	20	490
Wade	30	16	300
Womack Cemetery	50	18	775
Worsham	40	18	1,140
CB Stewart	80	24	2,020
Berkley (from 149 to entrance of Buffalo Springs neighborhood)	70	24	380
Buffalo Springs (including driveway to WWTP)	80	28	7,820
Summit Business Park	90	36	1,750
Emma's Way	75	35	1,200
Lone Star Bend	70	27	2,570
Plez Morgan	110	28	2,460
Business Park (By Water Plant 3)	60	24	355
Gardner	80	34	935
Ditch to the east of 281 Berkley	70	24	50
FM 1097 (From FM 149 to city limits)	60	30	5,800
Hwy 105 (Eva St.) (From CB Stewart to Stewart Creek Road)	225	85	5,500
Hwy 105 (Eva St.) (From CB Stewart to Lone Star Parkway on west end)	110	64	12,650
FM 149 (in city limits)	60	26	10,600
FM 2854 (From Hwy 105 to city limits)	150	35	1,200

Total Feet	91,845
Total Miles	17.39
Price for ROW mowing per occurrence	\$3,800

CITY OF MONTGOMERY
REQUEST FOR PROPOSALS
BID – RIGHT OF WAY MOWING & LIFT STATION WEED CONTROL

3.) LIFT STATION WEED CONTROL:

Lift Station	Address
#3	13790 Liberty St.
#4	651 Old Plantersville Rd.
#5	2150 Eva St.
#6	22678 Eva St.
#7	2510 Lone Star Pkwy.
#8	1600 Lone Star Pkwy.
#9	1355 Buffalo Springs Dr.
#10	1191 Buffalo Springs Dr.
#12	300 CB Stewart Dr.
#13	22400 FM 1097
#14	115 Peninsula Pt.

Total price per occurrence as needed	\$215
---	--------------

Attached forms to be submitted with Bid:

- **Form 1295 Instructions**
- **Israel Prohibition on boycotting Israel Verification Form**

Sealed bids are due by 2:00 p.m. on February 28, 2020 to:

By Mail or hand-delivered:

Susan Hensley, City Secretary
City of Montgomery
101 Old Plantersville Road
Montgomery, TX 77316

Bid opening on February 28, 2020 at 2:05 p.m.

Montgomery City Hall
Conference Room
101 Old Plantersville Road
Montgomery, TX 77316

 Initial to indicate acceptance and understanding of the Project Description details.

Prohibition on Boycotting Israel Verification

This Verification is hereby incorporated into the terms of the contract by and between (Owner) **City of Montgomery** and [Contractor] Cody Skyrone entered into this the 24 day of February, 2020.

1. **Contractor**, in conjunction with the execution of the above referenced contract and in accordance with Chapter 2270 of the Texas Government Code, effective September 1, 2017, does hereby agree, confirm, and verify that it:

- A. Does not Boycott Israel; and
- B. Will not Boycott Israel during the term of the contract.

"Boycott Israel" has the meaning given to it in Chapter 808 of Subtitle A, Title 8 of the Texas Government Code. As of the effective date of the statute, the term means "refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action make for ordinary business purposes."

2. Contractor hereby acknowledges and agrees that this verification is a material term of the contract and Owner is expressly relying on this verification in agreeing to enter into the contract with Contractor.
3. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER FROM ALL CLAIMS, CAUSES OF ACTION, LEGAL PROCEEDINGS, DAMAGES, COSTS, FEES AND EXPENSES ARISING OUT OF OR RELATED TO AN ACTUAL OR ALLEGED MISREPRESENTATION BY CONTRACTOR PROVIDED HEREUNDER.**

[Signatures on Following Page]

Prohibition on Boycotting Israel Verification [Continued]

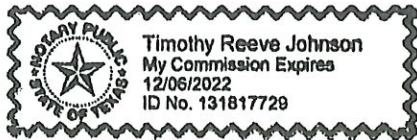
Cody Stephens

Name: Cody Stephens

State of Texas
County of Montgomery

Before me, a notary public, on this day personally appeared Cody Stephens, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained in Paragraph 1A and B are true and correct.

(Personalized Seal)



Timothy Reeve Johnson
Notary Public's Signature

Receipt and incorporation into the above referenced contract hereby agreed to and acknowledged by:

Richard Tramm
Richard Tramm, City Administrator
City of Montgomery, Texas



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Insurance Services - Jasper & Montgomery 300 S Wheeler St Jasper TX 75951		CONTACT NAME: Rachel Hebert PHONE (A/C, No, Ext): (409) 384-5761 E-MAIL ADDRESS: rhebert@1stinsurance.net FAX (A/C, No): (409) 384-3341																						
INSURED CODY'S LAWN SERVICE, LLC 13728 AUSTIN MCCOMB RD MONTGOMERY TX 77316-2479		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td colspan="2">INSURER A: Markel Insurance Company</td> <td>38970</td> </tr> <tr> <td colspan="2">INSURER B: Service Lloyds Insurance Company</td> <td>43389</td> </tr> <tr> <td colspan="2">INSURER C:</td> <td></td> </tr> <tr> <td colspan="2">INSURER D:</td> <td></td> </tr> <tr> <td colspan="2">INSURER E:</td> <td></td> </tr> <tr> <td colspan="2">INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Markel Insurance Company		38970	INSURER B: Service Lloyds Insurance Company		43389	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A: Markel Insurance Company		38970																						
INSURER B: Service Lloyds Insurance Company		43389																						
INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** CL2031108566 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1000 Ded-Bi, PD Combined - Per Occurrence GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. JECT <input type="checkbox"/> LOC OTHER:			PCG221402	12/6/2019	12/6/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SLICWC0052100	09/01/2019	09/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER mmuckleroy@ci.montgomery.tx.v CITY OF MONTGOMERY 101 OLD PLANTERSVILLE RD MONTGOMERY, TX 77316	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kyle Yeary/CKEEN
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

Montgomery City Council
AGENDA REPORT

Meeting Date: March 9, 2021	Budgeted Amount: N/A
Prepared By: Dave McCorquodale	Exhibits: Engineer's memo and project update; final plat

Subject

Consideration and possible action regarding approval of the final plat for Hills of Town Creek Section Four.

Description

The city engineer will be at the meeting to provide additional information as needed. City staff concurs with the engineer's recommendation to approve the final plat.

Recommendation

Approve the final plat for Hills of Town Creek Section Four subject to review and approval of the supplied performance bond by the City's attorney.

Approved By

Asst. City Administrator	Dave McCorquodale <i>DM</i>	Date: 03/05/2021
City Administrator	Richard Tramm <i>RT</i>	Date: 03/05/2021



1575 Sawdust Road, Suite 400
The Woodlands, Texas 77380
Tel: 281.363.4039
Fax: 281.363.3459
www.jonescarter.com

March 5, 2021

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

Re: Approval of Final Plat
Hills of Town Creek Section 4 (Dev. No. 2004)
City of Montgomery

Dear Mayor and Council:

We reviewed the Final Plat submission for The Hills of Town Creek Section 4, owned by The Hills of Town Creek, LLC ("the Owner"), on behalf of the City of Montgomery. The Owner has requested platting of the tract for the development of 31 single-family residential lots and 2 reserves.

Our review was based on The City of Montgomery's Code of Ordinances, Chapter 78, Section 61 and any other applicable chapters. We offer no objection to the plat as submitted. The final plat was presented to the Planning and Zoning Commission for review on March 2, 2021. The Commission recommended approval of the final plat.

We recommend the City approve the plat subject to review and approval of the supplied performance bond by the City's attorney.

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

Sincerely,

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

Chris Roznovsky, PE
Engineer for the City

CVR/kmv

K:\W5841\W5841-2004-00 Hills of Town Creek Sec. 4\Project Management\Letters\Plat Review\MEMO TO COUNCIL FINAL PLAT Hills of Town Creek Sec. 4 03052021.doc

Enclosures: Final Plat

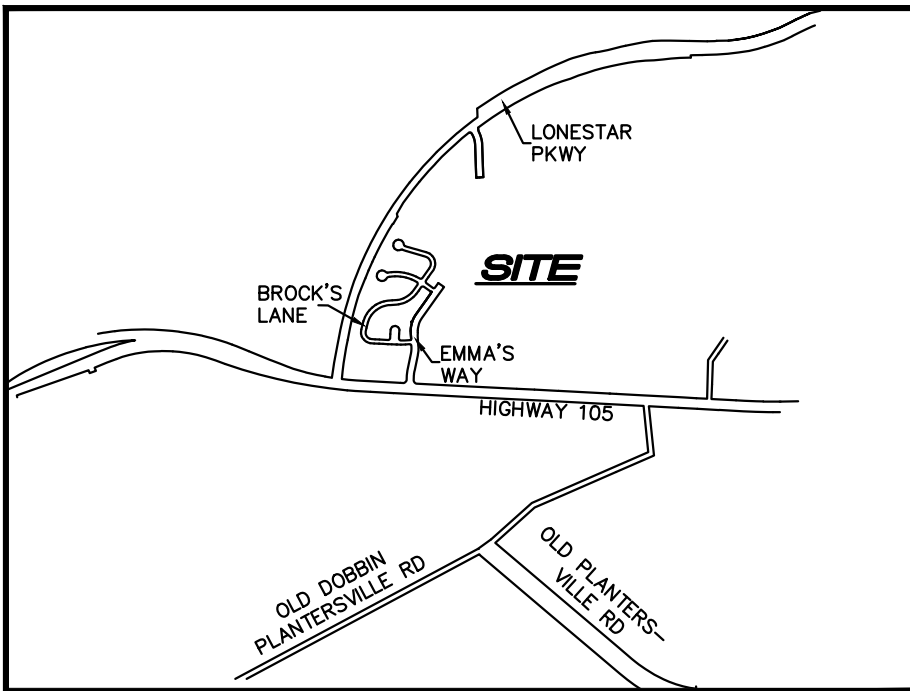
Performance Bond

cc: Mr. Richard Tramm – City of Montgomery, City Administrator

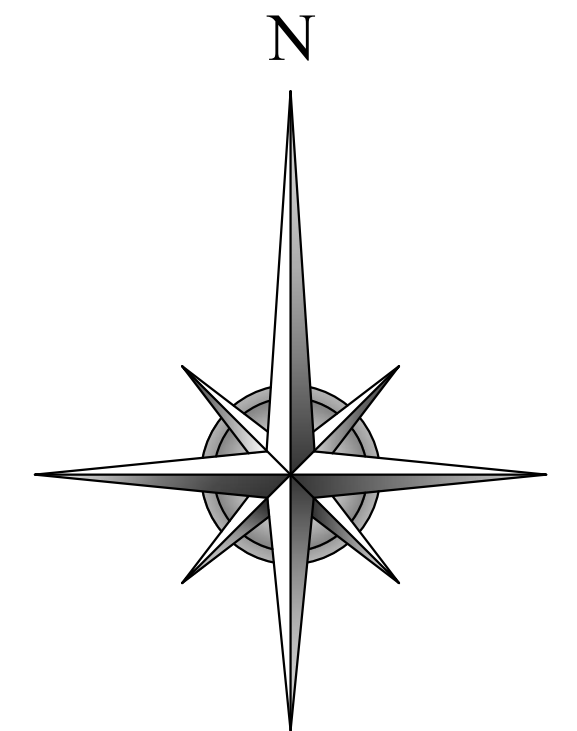
Ms. Susan Hensley – City of Montgomery, City Secretary

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

Mr. Dave McCorquodale – City of Montgomery, Director of Planning and Development



LOCATION MAP
NOT TO SCALE



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

LEGEND / ABBREVIATIONS

CAB.	CABINET
C.F.N.	CLERK'S FILE NUMBER
FND.	FOUND
I.R.	IRON ROD
O.P.R.	OFFICIAL PUBLIC RECORDS
M.C.T.	MONTGOMERY COUNTY, TEXAS
M.R.	MAP RECORDS
R.O.W.	RIGHT OF WAY
(TYP.)	TYPICAL
V.S.	VEGETATION SETBACK
PROPERTY MARKER	○

CITY OF MONTGOMERY BENCHMARKS

MONT 3 ELEV.=268.73'

3" BRASS DISK LOCATED FROM THE INTERSECTION OF HWY 105 AND HWY 149, WEST ±4700' TO THE PARKING LOT OF THE HERITAGE HOUSE RESTAURANT, WHICH IS LOCATED ON THE NORTH SIDE OF HWY 105.

MONT 7 ELEV.=291.77'

3" BRASS DISK IS LOCATED IN THE CENTER OF MONTGOMERY ON THE SOUTH SIDE OF HWY 105. MARK IS IN FRONT (NORTH) OF GAS PUMPING AREA OF BROOKSHIRE BROTHERS GROCERY STORE, AS WELL AS ACROSS HWY 105(SOUTH) FROM 'THE OLDE SCHOOL HOUSE'.

BENCHMARK

BRASS DISK IN CONCRETE ELEV.=314.12'

BRASS DISK IN CONCRETE IN THE SOUTHEAST RIGHT-OF-WAY OF EMMA'S WAY LOCATED NORTH 29°13'51" WEST, A DISTANCE OF 2.19' FROM THE COMMON CORNER OF LOTS 1 AND 2, BLOCK 1, THE HILLS OF TOWN CREEK.

CALLED 61.8107 ACRES
MONTGOMERY INDEPENDENT SCHOOL DISTRICT
C.F.N. 2001-065612 O.P.R. M.C.T.

**FINAL PLAT
THE HILLS OF TOWN CREEK
SECTION 4
A SUBDIVISION OF
8.1365 ACRES (354,425 SQ FT.)
BENJAMIN RIGBY LEAGUE, ABSTRACT 31
MONTGOMERY COUNTY, TEXAS**

**31 LOTS 2 RESERVES 1 BLOCK
JANUARY 2021**

SURVEYOR:



LAND SURVEYING TBPLS REG NO. 10194560
10210 GROGANS MILL ROAD, SUITE 120
THE WOODLANDS, TX 77380
T: 224.828.1208
corelandsurveying.com

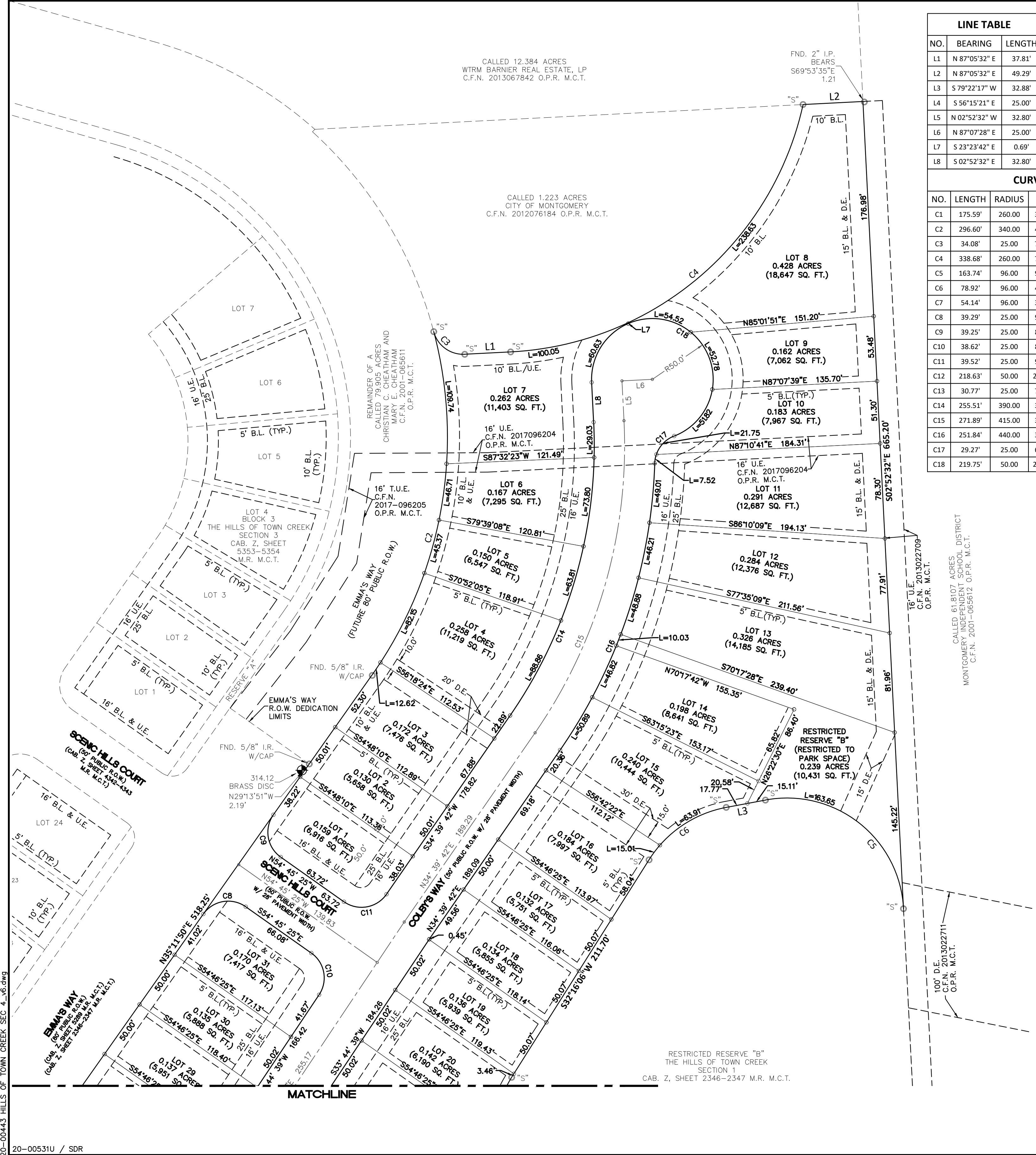
ENGINEER:



21123 EVA ST #200,
MONTGOMERY, TX 77356
(936) 647-0420

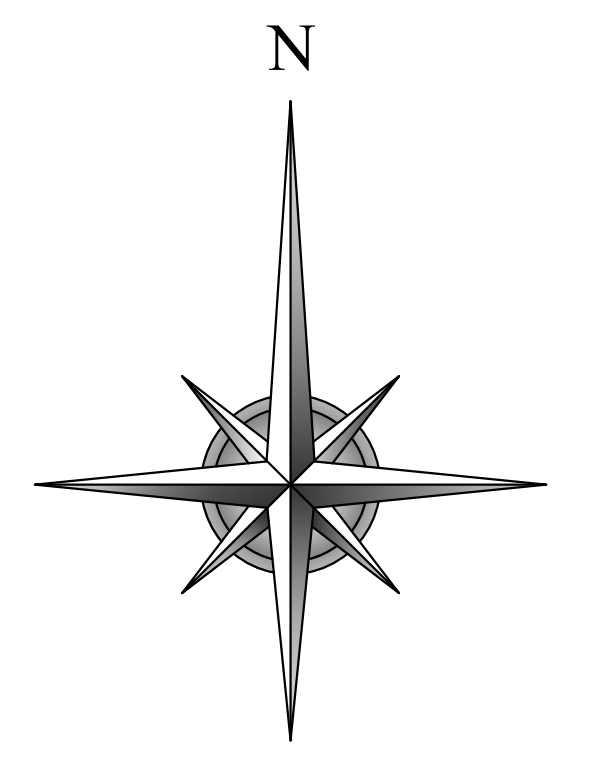
- GENERAL NOTES:
- The coordinates shown hereon are Texas Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by applying the following combined scale factor 0.999922.
 - Distances shown along curves are arc lengths.
 - Flood Statement: This site (proposed area) is situated in Zone "X" in Montgomery County, Texas according to FEMA map number 48339C0200G dated August 18, 2014: This statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This determination has been made by scaling the property on the referenced map and is not the result of an elevation survey. This flood statement shall not create liability on the part of the surveyor.
 - All corners are set 5/8 inch iron rods with cap stamped "Core 6657" unless otherwise shown or noted.
 - In addition to the building line shown on the face of the plat, all lots shall have a minimum 5' side yard setback and a minimum 10' rear yard setback, unless otherwise noted.

20-00443 HILLS OF TOWN CREEK SEC 4_v6.dwg



LINE TABLE		
NO.	BEARING	LENGTH
L1	N 87°05'32" E	37.81'
L2	N 87°05'32" E	49.29'
L3	S 79°22'17" W	32.88'
L4	S 56°15'21" E	25.00'
L5	N 02°52'32" W	32.80'
L6	N 87°07'28" E	25.00'
L7	S 23°23'42" E	0.69'
L8	S 02°52'32" E	32.80'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHD. BRG.	CHORD
C1	175.59'	260.00'	38°41'38"	N 15°50'59" E	172.27'
C2	296.60'	340.00'	49°58'54"	N 10°12'24" E	287.28'
C3	34.08'	25.00'	78°06'01"	S 53°51'15" E	31.50'
C4	338.68'	260.00'	74°38'06"	N 49°46'29" E	315.24'
C5	163.74'	96.00'	97°43'25"	N 51°46'06" W	144.60'
C6	78.92'	96.00'	47°06'15"	S 55°49'11" W	76.72'
C7	54.14'	96.00'	32°18'55"	S 16°06'41" W	53.43'
C8	39.29'	25.00'	90°02'44"	N 80°13'13" E	35.37'
C9	39.25'	25.00'	89°57'16"	N 09°46'47" W	35.34'
C10	38.62'	25.00'	88°30'04"	S 10°30'23" E	34.89'
C11	39.52'	25.00'	90°34'53"	S 79°57'08" W	35.53'
C12	218.63'	50.00'	250°31'44"	N 88°28'47" E	81.65'
C13	30.77'	25.00'	70°31'44"	S 01°31'13" E	28.87'
C14	255.51'	390.00'	37°32'14"	N 15°53'35" E	250.96'
C15	271.89'	415.00'	37°32'14"	S 15°53'35" W	267.05'
C16	251.84'	440.00'	32°47'37"	N 18°15'53" E	248.41'
C17	29.27'	25.00'	67°04'15"	N 35°24'12" E	27.62'
C18	219.75'	50.00'	251°48'53"	N 56°58'07" W	81.00'



GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

LEGEND / ABBREVIATIONS

- CAB. CABINET
- C.F.N. CLERK'S FILE NUMBER
- FND. FOUND
- I.R. IRON ROD
- O.P.R. OFFICIAL PUBLIC RECORDS
- M.C.T. MONTGOMERY COUNTY, TEXAS
- M.R. MAP RECORDS
- R.O.W. RIGHT OF WAY
- (TYP.) TYPICAL
- V.S. VEGETATION SETBACK
- PROPERTY MARKER ○

CITY OF MONTGOMERY BENCHMARKS

MONT 3 ELEV.=268.73'

3" BRASS DISK LOCATED FROM THE INTERSECTION OF HWY 105 AND HWY 149, WEST ±4700' TO THE PARKING LOT OF THE HERITAGE HOUSE RESTAURANT, WHICH IS LOCATED ON THE NORTH SIDE OF HWY 105.

MONT 7 ELEV.=291.77'

3" BRASS DISK IS LOCATED IN THE CENTER OF MONTGOMERY ON THE SOUTH SIDE OF HWY 105. MARK IS IN FRONT (NORTH) OF GAS PUMPING AREA OF BROOKSHIRE BROTHERS GROCERY STORE, AS WELL AS ACROSS HWY 105(SOUTH) FROM 'THE OLDE SCHOOL HOUSE'.

BENCHMARK

BRASS DISK IN CONCRETE ELEV.=314.12'

BRASS DISK IN CONCRETE IN THE SOUTHEAST RIGHT-OF-WAY OF EMMA'S WAY LOCATED NORTH 29°13'51" WEST, A DISTANCE OF 2.19' FROM THE COMMON CORNER OF LOTS 1 AND 2, BLOCK 1, THE HILLS OF TOWN CREEK.

FINAL PLAT
THE HILLS OF TOWN CREEK
SECTION 4
A SUBDIVISION OF
8.1365 ACRES (354,425 SQ. FT.)
BENJAMIN RIGBY LEAGUE, ABSTRACT 31
MONTGOMERY COUNTY, TEXAS

31 LOTS 2 RESERVES 1 BLOCK
JANUARY 2021

SURVEYOR:
CORE
LAND SURVEYING TBPLS REG NO. 10194560
10210 GROGANS MILL ROAD, SUITE 120
THE WOODLANDS, TX 77380
T: 224.828.1208
corelandsurveying.com

ENGINEER:
L SQUARED ENGINEERING
MUNICIPAL COMMERCIAL RESIDENTIAL
21123 EVA ST #200,
MONTGOMERY, TX 77356
(936) 647-0420

20-00443 HILLS OF TOWN CREEK SEC 4_16.dwg

LEGEND / ABBREVIATIONS

CAB. CABINET
 C.F.N. CLERK'S FILE NUMBER
 FND. FOUND
 I.R. IRON ROD
 O.P.R. OFFICIAL PUBLIC RECORDS
 M.C.T. MONTGOMERY COUNTY, TEXAS
 M.R. MAP RECORDS
 R.O.W. RIGHT OF WAY
 (TYP.) TYPICAL
 V.S. VEGETATION SETBACK
 PROPERTY MARKER ○

CITY OF MONTGOMERY BENCHMARKS

MONT 3 ELEV.=268.73'

3" BRASS DISK LOCATED FROM THE INTERSECTION OF HWY 105 AND HWY 149, WEST ±4700' TO THE PARKING LOT OF THE HERITAGE HOUSE RESTAURANT, WHICH IS LOCATED ON THE NORTH SIDE OF HWY 105.

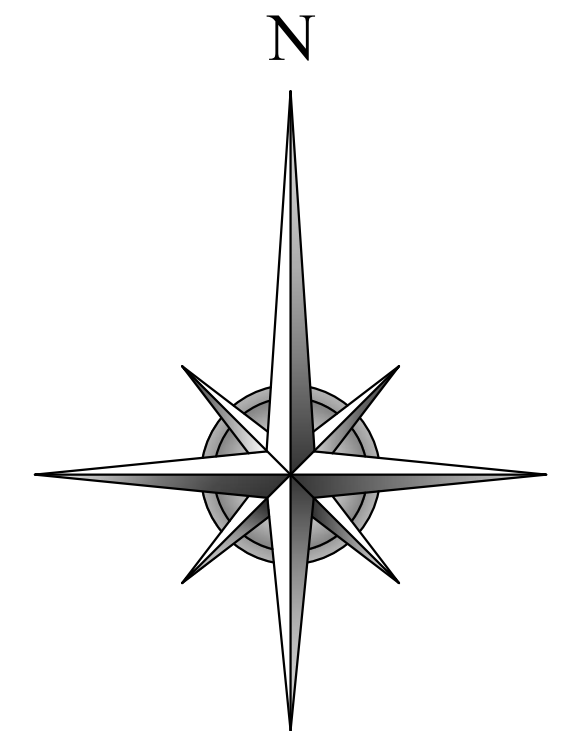
MONT 7 ELEV.=291.77'

3" BRASS DISK IS LOCATED IN THE CENTER OF MONTGOMERY ON THE SOUTH SIDE OF HWY 105. MARK IS IN FRONT (NORTH) OF GAS PUMPING AREA OF BROOKSHIRE BROTHERS GROCERY STORE, AS WELL AS ACROSS HWY 105(SOUTH) FROM 'THE OLDE SCHOOL HOUSE'.

BENCHMARK 

BRASS DISK IN CONCRETE ELEV.=314.12'

BRASS DISK IN CONCRETE IN THE SOUTHEAST RIGHT-OF-WAY OF EMMA'S WAY LOCATED NORTH 29°13'51" WEST, A DISTANCE OF 2.19' FROM THE COMMON CORNER OF LOTS 1 AND 2, BLOCK 1, THE HILLS OF TOWN CREEK.

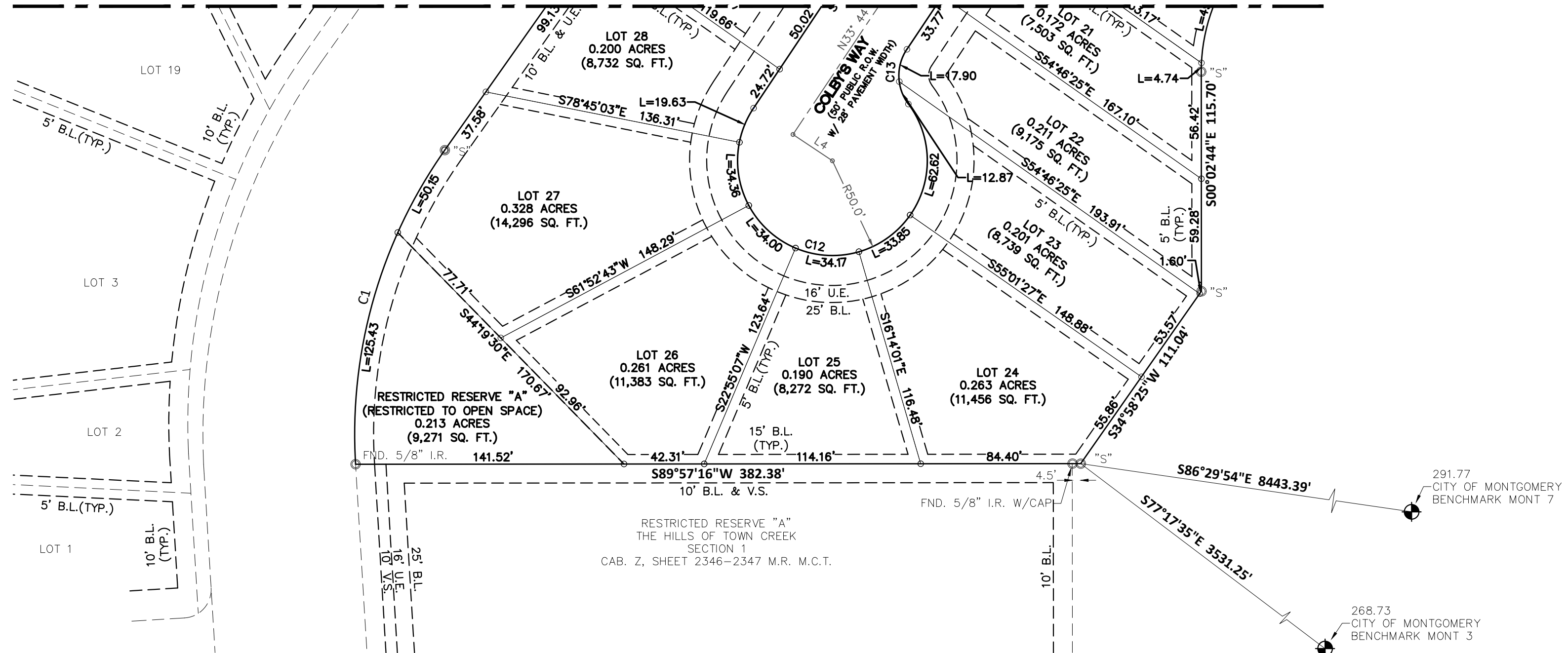


GRAPHIC SCALE



(IN FEET)
 1 inch = 50 ft.

MATCHLINE



LINE TABLE		
NO.	BEARING	LENGTH
L1	N 87°05'32" E	37.81'
L2	N 87°05'32" E	49.29'
L3	S 79°22'17" W	32.88'
L4	S 56°15'21" E	25.00'
L5	N 02°52'32" W	32.80'
L6	N 87°07'28" E	25.00'
L7	S 23°23'42" E	0.69'
L8	S 02°52'32" E	32.80'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHD. BRG.	CHORD
C1	175.59'	260.00	38°41'38"	N 15°50'59" E	172.27'
C2	296.60'	340.00	49°58'54"	N 10°12'24" E	287.28'
C3	34.08'	25.00	78°06'01"	S 53°51'15" E	31.50'
C4	338.68'	260.00	74°38'06"	N 49°46'29" E	315.24'
C5	163.74'	96.00	97°43'25"	N 51°46'06" W	144.60'
C6	78.92'	96.00	47°06'15"	S 55°49'11" W	76.72'
C7	54.14'	96.00	32°18'55"	S 16°06'41" W	53.43'
C8	39.29'	25.00	90°02'44"	N 80°13'13" E	35.37'
C9	39.25'	25.00	89°57'16"	N 09°46'47" W	35.34'
C10	38.62'	25.00	88°30'04"	S 10°30'23" E	34.89'
C11	39.52'	25.00	90°34'53"	S 79°57'08" W	35.53'
C12	218.63'	50.00	250°31'44"	N 88°28'47" E	81.65'
C13	30.77'	25.00	70°31'44"	S 01°31'13" E	28.87'
C14	255.51'	390.00	37°32'14"	N 15°53'35" E	250.96'
C15	271.89'	415.00	37°32'14"	S 15°53'35" W	267.05'
C16	251.84'	440.00	32°47'37"	N 18°15'53" E	248.41'
C17	29.27'	25.00	67°04'15"	N 35°24'12" E	27.62'
C18	219.75'	50.00	251°48'53"	N 56°58'07" W	81.00'

FINAL PLAT
 THE HILLS OF TOWN CREEK
 SECTION 4
 A SUBDIVISION OF
 8.1365 ACRES (354,425 SQ. FT.)
 BENJAMIN RIGBY LEAGUE, ABSTRACT 31
 MONTGOMERY COUNTY, TEXAS

31 LOTS 2 RESERVES 1 BLOCK
 JANUARY 2021

SURVEYOR:



LAND SURVEYING TBPLS REG NO. 10194560
 10210 GROGANS MILL ROAD, SUITE 120
 THE WOODLANDS, TX 77380
 T: 224.828.1208
 corelandsurveying.com

ENGINEER:



21123 EVA ST #200,
 MONTGOMERY, TX 77356
 (936) 647-0420

STATE OF TEXAS
COUNTY OF MONTGOMERY

That The Hills of Town Creek, LLC herein acting individually or through the undersigned duly authorized agents, does hereby adopt this plat designating described real property as the Hills of Town Creek Section 4 Subdivision, and does hereby make subdivision of said property according to the lines, streets, alleys, parks, and easements therein shown, and dedicate to public use forever all areas shown on this plat as streets, alleys, parks, and easements, except those specifically indicated as private; and does hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades and does hereby bind Owner, and Owner's successors and assigns to warrant and forever defend the title to the land so dedicated.

Owner hereby certifies that Owner has or will comply with all applicable regulations of the city, and that a rough proportionality exists between the dedications, improvements, and exactions required under regulations and the projected impact of the subdivision.

Where streets or alleys are dedicated for private use, such dedication shall include an easement covering the street area which permits the installation, operation and maintenance of water, sewer, gas, electric, telephone, cable, television or other such utility facilities by the city and other utilities lawfully entitled to provide service to the abutting property. The easement shall also provide a right of access to public agencies engaged in both routine and emergency public service including law enforcement, fire protection, medical response, inspection and code enforcement.

IN TESTIMONY WHEREOF, The Hills of Town Creek, LLC have caused these presents to be signed by Chris Cheatham, its President thereunto authorized, this ____ day of _____, 2021.

The Hills of Town Creek, LLC

By: _____
Chris Cheatham, President

STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared Chris Cheatham, its President, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2021.

Notary Public in and for the State of Texas

Print Name: _____

My Commission expires: _____

That I Clemente Turrubiarres Jr., do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereof were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Montgomery, Texas.

Clemente Turrubiarres Jr.
Texas Registration No. 6657

CITY OF MONTGOMERY

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

By: _____
Chris Roznovsky, P.E.
City Engineer - City of Montgomery

This plat and subdivision has been submitted to and considered by the City Planning and Zoning Commission and the City Council of the City of Montgomery, Texas and is hereby approved by such Commission and Council.

Dated this ____ Day of _____, 2021

ATTEST:

By: _____
Sara Countryman
Mayor

By: _____
Nelson Cox
Chairman-Planning Zoning Commission

By: _____
Susan Hensley
City Secretary

I, _____, Clerk of the County Court of Montgomery County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on _____, 2021, at ____ o'clock, __M., and duly recorded on _____ 2021, at ____ o'clock, __M., in cabinet _____, sheet _____, of record of _____ for said County.

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

By: _____
Mark Turnbull, Clerk County Court
Montgomery County, Texas

By: _____ Deputy

We, Allegiance Bank, owner and holder of a lien against the property described in the plat known as Hills of Town Creek, Section 4, said lien being evidenced by instrument of record in Clerk's File No. 2020102816 of the Real Property Records of Montgomery County, Texas, do hereby in all things subordinate to said plat said lien, and we hereby confirm that we are the present owner of said lien and have not assigned the same nor any part thereof.

By: _____

Print Name: _____

Title: _____

STATE OF TEXAS
COUNTY OF MONTGOMERY

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2021.

Notary Public in and for the State of Texas

Print Name: _____

My Commission expires: _____

FINAL PLAT
THE HILLS OF TOWN CREEK
SECTION 4
A SUBDIVISION OF
8.1365 ACRES (354,425 SQ FT.)
BENJAMIN RIGBY LEAGUE, ABSTRACT 31
MONTGOMERY COUNTY, TEXAS
31 LOTS 2 RESERVES 1 BLOCK
JANUARY 2021

SURVEYOR:
CORE
LAND SURVEYING TBPLS REG NO. 10194560
10210 GROGANS MILL ROAD, SUITE 120
THE WOODLANDS, TX 77380
T: 224.828.1208
corelandsurveying.com

ENGINEER:
L SQUARED ENGINEERING
MUNICIPAL COMMERCIAL RESIDENTIAL
21123 EVA ST #200,
MONTGOMERY, TX 77356
(936) 647-0420

SureTec Insurance Company

RIDER TO BE ATTACHED TO AND FORM A PART OF PERFORMANCE

BOND NO. 4442657

Wherein Randy Roan Construction, Inc. is named as Principal and SureTec Insurance Company, as Surety in favor of Hills of Town Creek, LLC as Obligee, in the amount of \$ Six Hundred Eighty Nine Thousand, Four Hundred Forty-Four and 47/100 (\$689,444.47) effective _____ for Hills of Town Creek Section 4.

WHEREAS, when this bond was executed Hills of Town Creek, LLC was named as Obligee, and

WHEREAS, it is now desired that certain other parties be added as Obligees.

NOW, THEREFORE, it is hereby understood and agreed that the following shall be considered as additional Obligees under this bond:

City of Montgomery, Texas

The foregoing, however, is subject to the following further provisions:

- (1) The Surety shall not be liable under this bond to the Obligees, or any of them, unless the said Obligees, or any of them, shall make payment to the Principal strictly in accordance with the term of said contract as to payments, and shall promptly perform all other obligations to be performed to by the first named obligee under said contract at the time and in the manner therein set forth.
- (2) The Principal and the Surety shall not be liable to any one or to all of the Obligees in the aggregate in excess of the penal sum of the bond, to wit: \$ \$689,444.47 .

Signed, and sealed this 2nd day of March, 2021 .

Randy Roan Construction, Inc.
(Principal)

By: _____

SureTec Insurance Company

By: _____

Kelly J. Brooks

Attorney-in-Fact

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer, Michelle Ulery

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 8th day of January, 2020.

SureTec Insurance Company

By: Michael C. Keimig
Michael C. Keimig, President



Markel Insurance Company

By: Robin Russo
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 8th day of January, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By: Donna Donavant
Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 2nd day of March, 2021

SureTec Insurance Company

By: M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: Richard R. Grinnan
Richard R. Grinnan, Vice President and Secretary

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE
INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099

You may also write to the Surety at:

SureTec Insurance Company
5000 Plaza on the Lake, Suite 290
Austin, TX 78746

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Important Notice Regarding
Terrorism Risk Insurance Act of 2002

In accordance with the Terrorism Risk Insurance Act of 2002 (the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety: SureTec Insurance Company, U. S. Specialty Insurance Company, and any other company that is added to SureTec Insurance Company for which surety business is underwritten by SureTec Insurance Company ("Issuing Sureties").

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars (\$0.00).

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.

The actual coverage provided by your bond for acts of terrorism, as is true for all coverages, is limited by the terms, conditions, exclusions, penalties, limits, other provisions of your bond and the underlying contract, any endorsements to the bond and generally applicable rules of law. This Important Notice Regarding Terrorism Insurance Risk Act of 2002 is for informational purposes only and does not create coverage nor become a part or condition of the attached document.

Exclusion of Liability for
Mold, Mycotoxins, and Fungi

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor the remediation thereof, nor the consequences of their occurrence, existence, or appearance.

Montgomery City Council
AGENDA REPORT

Meeting Date: March 9, 2021	Budgeted Amount: \$80,000
Prepared By: Mike Muckleroy	Exhibits: N/A

Subject

Consideration and possible action adopting a Resolution to request street repair work by Montgomery County Precinct 1 County Commissioner's Office through an existing Interlocal Agreement.

Description

The existing Interlocal Agreement the City has with Montgomery County requires the City to adopt a Resolution when requesting street repair work. College St. and Caroline St. repairs were previously approved by City Council and an estimate was provided by former Precinct 1 Commissioner Mike Meador, but the approval was ultimately put on hold due to COVID-19 budget reductions.

The estimate given in early 2020 was around \$60,000 to repave both streets from FM 149 to the western deadends. We have approximately \$80,000 left in the "Contract Labor-Streets" line item and would like to apply those budgeted funds towards these road repairs.

Recommendation

Adopt the Resolution as presented.

Approved By

Director of Public Works	Mike Muckleroy	Date: 03/03/2021
City Administrator	Richard Tramm	Date: 03/03/2021

EXHIBIT "A"

RESOLUTION NO. _____

**Resolution Requesting Street Construction,
Repair, and Maintenance by Montgomery, Texas**

WHEREAS, the City of Montgomery has heretofore entered into that certain Interlocal Agreement dated the 28th day of May 2013, with Montgomery County, Texas for street construction, maintenance, and repair, and

WHEREAS, the City desires to request certain street repair work to be performed by Montgomery County, Texas, pursuant to the terms of such Agreement:

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

1. That City hereby request County, pursuant to the terms of such Agreement, to perform the following street construction, repair, or maintenance work with the _____:
 - a. Nature of Work:
Location:
 - b. Nature of Work:
Location:
 - c. Nature of Work:
Location:
2. That for and in consideration of the performance by County of the street improvements and repairs hereinabove set forth, the City agrees, upon approval of such request by the Commissioners Court of Montgomery County, Texas to pay all costs of materials actually incurred by County in performance of the work as provided in the above-referenced Agreement.

PASSED this _____ day of _____, 2021.

City of Montgomery, Texas

By: _____
Mayor Sara Countryman

ATTEST:

Susan Hensley, City Secretary