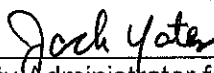


NOTICE OF MEETING
Montgomery Economic Development Corporation
(MEDC)

Notice is hereby given that the Board of Directors of the Montgomery Economic Development Corporation will hold a public hearing and regular meeting at 6:00 p.m. on January 16, 2017 at the Montgomery City Hall, 101 Old Plantersville Road, in Montgomery, Texas.

1. Call to Order
2. Swearing in of New Members
3. Open Public Comment
4. Approval of Minutes of November 21, 2016
5. Monthly Financial Report (November and December , 2016)
6. Discuss/take action regarding agreement with Tom Cronin for lease of property to create a public parking lot
7. Discuss/take action regarding City Engineer downtown improvement plans
8. Discuss/take action regarding position description and recommendation to City Council to hire a Promotions/Marketing half-time position to the city, expenses to be paid by MEDC.
9. Discuss/take action regarding City and Montgomery Area Chamber of Commerce Agreement for Economic Development services
10. Economic Development Report – Shannan Reid ---TxDOT, Misc. Updates
11. Adjournment



Jack Yates, City Administrator for
Kirk Jones, President of MEDC



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 13th day of January, 2017 at 11:15 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.

AGENDA REPORT

ITEM# 2

Meeting Date:	January 16, 2017	Budgeted Amount:	N/A
Department:			
Date Prepared:	January 12, 2017	Exhibits:	.

Subject

Swearing in of new members – to be performed by Susan Hensley, City Secretary

Discussion

Mr. Jones, Ms. Brown, Mr. Moravec and Mr. Kerr will need to be sworn in for their new terms.

Recommendation

Let the swearing occur

Approved By

Department Manager		Date:
City Administrator	Jack Yates	Date: January 12, 2017

MONTGOMERY ECONOMIC DEVELOPMENT CORPORATION
MINUTES
November 21, 2016
6:00 p.m.

Present were: Kirk Jones, Randy Moravec, Bill Hanover and Andy Dill, Bob Kerr, Cheryl Fox and John Champagne. Also present were Shannan Reid, Glynn Fleming and Jack Yates

Call to Order - President Jones called the meeting to order at 6:00 PM.

Open Public Comment – There was no public comment.

Approval of Minutes of October 17, 2016 – Motion by Dill, seconded by Kerr to approve the minutes as presented. All in favor.

Monthly Financial Report (October) – – Motion by Moravec seconded by Hanover to approve the financial report as presented. All in favor.

Report from Bea Rouse concerning Texian Heritage Festival – – Wayne Keller was present in place of Mrs. Rouse. He thanked the MEDC for their support. He reported that 2,500 attended with 800 paid and kids were entered for free. He said the gross was \$21,000 with the following distribution of funds; \$7000 for expenses, 10,000 went to charities and \$5000 remaining in the bank. He said the charities receiving funds were; \$6000 to Caiden's Hope, \$2000 Montgomery Historic Society and \$2000 to Fernland Park, Inc.

Agreement with Tom Cronin for lease of property to create a public parking lot – – Jack Yates gave a brief report stating he had a draft lease agreement that the City Attorney, or Mr. Cronin had not seen yet. Glynn Fleming was present and said that an early projection of the cost of the parking lot was \$55-\$65,000 depending on the underlying surface compaction. Jack reiterated that this was a discussion only.

Jason Long request for MEDC funding of a miniature golf course -- Shannan Reid presented the request of \$38,700 of Mr. Long. She also presented the Economic Impact Report. Mr. Long was present and said that he had presented his proposition to about 20 banks and the SBA and had been turned down by all. President Jones asked what the funds would be used for, the answer was water and sewer connections fees. Mr. Moravec asked if he had done any marketing research and the answer was that he had.

Motion by Moravec, seconded by Fox that Mr. Long receive an amount not to exceed \$15,000 for water and sewer tap fees at the time of connection. The vote was Moravec, Fox, Champagne, Kerr and Hanover voting yes and Dill and Jones voting no. Motion passed.

Discuss/take action regarding funding of East 105 water/sewer extension – – Jack presented the issue of the funding for this water and sewer line extension, if the Pizza Shack was not able to meet its construction/grant schedule. He said that the additional funds beyond the budget is \$195,000 from Utility Extensions. He also said that it appeared as though Pizza Shack would be able to meet the schedule and that this may not be necessary. Motion by Moravec, seconded by Hanover to approve funding the project if the grant is not possible. All in favor.

Report of Ad Hoc Committee on Economic and Business Development -- Randy Moravec gave a brief review of the Committee's report including Options A and B regarding assistance help for the City/Chamber. Mr. Moravec said they felt that the MEDC should fund functions rather than a person. Mr. Dill said that he had worked for about ten years under a contract similar to what exists between the City and MEDC that included annual and other reports. Phil Knutson, MACC Board member, said the MACC had approved a half-time office assistant to Shannan. Mr. Knutson said he would be amenable to a contract for the MEDC funded contract position that can be placed with the Chamber. Mr. Moravec re-stated the Report's acknowledgement of the downtown's importance to the city. Mr. Knutson, explained that there are several "districts" with different goals and needs in the city. Mrs. Fox said that the downtown area did not feel that the MACC was attentive to their needs. The Board generally responded that the HMBA could join the Chamber and get more involvement. Mr. Dill said that the Chamber needs to look at their business as the overall Chamber, to serve their members.. He also said that the MACC has a good plan for their growth.

Although there was no vote on the item, there was a consensus of the Board that Mr. Yates was to work with Ms. Reid to develop a job description for a city position that would be responsible for promoting Montgomery and encouraging tourism. The position would be a city employee reporting to the City Administrator but would be funded by the MEDC. The Board will vote at its next meeting to submit the recommended position to the City Council for its approval. The Board also acknowledged the need to negotiate a new agreement with the MACC that better describes the relationship between the MEDC and the MACC with the goal of having a new agreement approved by January 2017

Economic Development Report – Shannan Reid—Shannan gave a report regarding the Main Street program.

The TxDOT report was that TxDOT has accepted the layout plan for the downtown area. She has a meeting with TxDOT next week.

Jack gave a brief status of; McCoy's-- awaiting electrical work on their site, The building next to McDonald's – no knowledge of what the building will be used for, The northeast corner of 105 and Lone Star Parkway—should start construction in mid-December with a proposed opening date of June, 2017

Adjournment – Motion by Fox, seconded by Hanover to adjourn at 8:27 p.m. All in favor.

Jack Yates, Recording Secretary

CITY OF MONTGOMERY - MEDC
 ACCOUNT BALANCES
 November 30, 2016

November

	<u>MONEY MARKET ACCOUNTS</u>	<u>INVESTMENTS</u>	<u>TOTALS</u>
<u>MEDC</u>			
CHECKING ACCOUNT #1017938	\$ 410,759.70		\$ 410,759.70
TOTAL INVESTMENTS	\$ -	\$ 333,776.70	\$ 333,776.70
TOTAL MIDC	<u>\$ 410,759.70</u>	<u>\$ 333,776.70</u>	<u>\$ 744,536.40</u>

INVESTMENTS

	Issue Date	Maturity Date	Interest Rate	Balance
Texpool #00006			0.40%	\$ 233,776.70
Certificates				
Independent Bank CD#6840	11/22/2016	2/20/2017	0.35%	\$ 100,000.00

City of Montgomery - MEDC

Cash Flow Report

As of November 30, 2016

November

Date	Num	Name	Memo	Amount	Balance
51100 - MEDC Checking					428,476.08
1/04/2016	1765	Montgomery Area Chamber of Com...	Partnership Grant for Director Services & Office Space 11/16	-2,566.67	425,909.41
1/04/2016	1766	Nick Quinn Photography	Inv 1485 - Commercial/Advertising & Photography per Quote	-1,900.00	424,009.41
1/18/2016	1767	Jack Yates	Reimbursement of expense for Planning Meeting (Reissued)	-49.71	423,959.70
1/18/2016	1768	Shannan Reid	Reimbursement of expense 10/5-10/7/16 and 11/8-11/10/16	-884.00	423,075.70
1/22/2016	1769	Mustang Concrete Solutions	1/2 Inv 498 - Community Ctr (Northside Parking)	-12,316.00	410,759.70
Total 51100 - MEDC Checking				-17,716.38	410,759.70
TOTAL				-17,716.38	410,759.70

November

City of Montgomery - MEDC
Actual to Budget Performance
November 2016

	Nov 16	Budget	\$ Over B...	Oct - No...	YTD Bu...	\$ Over B...	Annual B...
Income							
55000 · Taxes & Franchise Fees							
55400 · Sales Tax	51,902.90	54,464.73	(2,561.83)	75,565.94	91,519.71	(15,953.77)	557,000.00
Total 55000 · Taxes & Franchise Fees	51,902.90	54,464.73	(2,561.83)	75,565.94	91,519.71	(15,953.77)	557,000.00
55300 · Other Revenues							
55391 · Interest Income	162.86	41.67	121.19	238.80	83.30	155.50	500.00
Total 55300 · Other Revenues	162.86	41.67	121.19	238.80	83.30	155.50	500.00
Total Income	52,065.76	54,506.40	(2,440.64)	75,804.74	91,603.01	(15,798.27)	557,500.00
Expense							
56000 · Pub Infrastructure - Category I							
56000.6 · DowntownDev Improvments	12,316.00	11,666.67	649.33	12,316.00	23,333.33	(11,017.33)	35,000.00
56000.8 · Utility Extensions	0.00	16,666.67	(16,666.67)	0.00	33,333.30	(33,333.30)	200,000.00
56000.9 · Flagship Dev Improvements	0.00	833.30	(833.30)	0.00	1,666.60	(1,666.60)	10,000.00
56430 · Tsf to Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	127,500.00
Total 56000 · Pub Infrastructure - Category I	12,316.00	29,166.64	(16,850.64)	12,316.00	58,333.23	(46,017.23)	372,500.00
56001 · Business Dev & Ret -Category II							
56001.8 · Sales Tax Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00	67,000.00
56423 · Economic Development Grant Prog	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00
Total 56001 · Business Dev & Ret -Category II	0.00	0.00	0.00	0.00	0.00	0.00	87,000.00
56002 · Quality of Life - Category III							
56404 · Seasonal Decorations	0.00	3,000.00	(3,000.00)	0.00	3,000.00	(3,000.00)	3,000.00
56420.1 · Christmas in Montgomery	0.00	0.00	0.00	10,000.00	0.00	10,000.00	0.00
56420.2 · Christmas Lighting(Civic Assn)	0.00	0.00	0.00	0.00	0.00	0.00	1,600.00
56423.1 · Walking Tours	0.00	0.00	0.00	0.00	0.00	0.00	6,000.00
56424.1 · Heritage Village Det. Pond Imp	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00
56429 · Removal of Blight	0.00	0.00	0.00	0.00	0.00	0.00	25,000.00
56433 · Downtown Signs	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00
56435 · Fernland Improvements	0.00	5,000.00	(5,000.00)	0.00	5,000.00	(5,000.00)	5,000.00
56439 · Downtown Enhancement Projects	0.00	2,500.00	(2,500.00)	0.00	2,500.00	(2,500.00)	25,000.00
Total 56002 · Quality of Life - Category III	0.00	10,500.00	(10,500.00)	10,000.00	10,500.00	(500.00)	76,600.00
56003 · Marketing & Tourism-Category IV							
56408.1 · Promotional Video	0.00	0.00	0.00	1,900.00	0.00	1,900.00	1,000.00
56409 · Antique Show & Fest	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00
56413 · Brochures/Printed Literature	0.00	3,000.00	(3,000.00)	0.00	3,000.00	(3,000.00)	8,000.00
56414 · Wine & Music Fest	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00
56415 · Texian/Heritage Festival	0.00	0.00	0.00	8,000.00	0.00	8,000.00	8,000.00
56418 · Christmas in Montgomery	0.00	5,000.00	(5,000.00)	0.00	5,000.00	(5,000.00)	5,000.00
Total 56003 · Marketing & Tourism-Category IV	0.00	8,000.00	(8,000.00)	9,900.00	8,000.00	1,900.00	42,000.00
56004 · Administration - Category V							
56004.1 · Admin Transfers to Gen Fund	0.00	0.00	0.00	0.00	0.00	0.00	37,500.00
56004.2 · MACC Administration & Office	2,566.67	2,666.67	(100.00)	5,133.34	5,333.30	(199.96)	32,000.00
56004.3 · Miscellaneous Expenses	0.00	1,000.00	(1,000.00)	49.71	2,000.00	(1,950.29)	6,000.00
56004.4 · Staffing (1 Pt Time/1 Interim)	0.00	3,750.00	(3,750.00)	0.00	7,500.00	(7,500.00)	45,000.00
56327 · Consulting (Professional servi)	0.00	1,250.00	(1,250.00)	0.00	2,500.00	(2,500.00)	15,000.00
56354 · Travel & Training Expenses	508.00	437.50	70.50	884.00	875.00	9.00	3,500.00
Total 56004 · Administration - Category V	3,074.67	9,104.17	(6,029.50)	6,067.05	18,208.30	(12,141.25)	139,000.00
Total Expense	15,390.67	56,770.81	(41,380.14)	38,283.05	95,041.53	(56,758.48)	717,100.00
Net Income	36,675.09	(2,264.41)	38,939.50	37,521.69	(3,438.52)	40,960.21	(159,600.00)

CITY OF MONTGOMERY - MEDC
 ACCOUNT BALANCES
 December 31, 2016

December

	<u>MONEY MARKET ACCOUNTS</u>	<u>INVESTMENTS</u>	<u>TOTALS</u>
<u>MEDC</u>			
CHECKING ACCOUNT #1017938	\$ 469,085.72		\$ 469,085.72
TOTAL INVESTMENTS	\$ -	\$ 333,867.45	\$ 333,867.45
TOTAL MIDC	<u>\$ 469,085.72</u>	<u>\$ 333,867.45</u>	<u>\$ 802,953.17</u>

INVESTMENTS

	Issue Date	Maturity Date	Interest Rate	Balance
Texpool #00006			40.00%	\$ 233,867.45
Certificates				
Independent Bank CD#6840	11/22/2016	2/20/2017	0.35%	\$ 100,000.00

City of Montgomery - MEDC

Cash Flow Report

As of December 31, 2016

December

Date	Num	Name	Memo	Amount	Balance
51100 · MEDC Checking					410,759.70
12/01/2016			Sales tax Revenue thru 11/16	75,565.94	486,325.64
12/02/2016	1770	Texas Downtown Association	2016-17 - Membership	-165.00	486,160.64
12/09/2016	1771	Montgomery Area Chamber of Com...	Partnership Grant for Director Services & Office Sp...	-2,566.67	483,593.97
12/09/2016	1772	Montgomery Heritage Plaza, LP	Heritage Apt Detention Pond Improvements Inv 2...	-10,450.00	473,143.97
12/16/2016	1773	Arnette Marketing	Final Invoice 6843 - Seasonal Decorations (Shiny B...	-995.44	472,148.53
12/16/2016	1774	Cheryl King	Christmas 2016	-100.00	472,048.53
12/16/2016	1775	Hodge Podge Lodge	Christmas 2016	-250.00	471,798.53
12/16/2016	1776	Jennifer Olson	Christmas 2016	-250.00	471,548.53
12/16/2016	1777	Jim's Hardware	Christmas 2016	-150.00	471,398.53
12/16/2016	1778	Lisa Martin	Christmas 2016	-150.00	471,248.53
12/16/2016	1779	Skinner Carpet	Christmas 2016	-500.00	470,748.53
12/16/2016	1780	Kirk Jones	Training - Reimbursement of expense - Eco Dev. Sa...	-321.31	470,427.22
12/30/2016	1781	Impact Data Source	Economic impact analysis - Longview Greens Minia...	-750.00	469,677.22
12/30/2016	1782	TEDC	2017 Membership fees Inv #5738	-500.00	469,177.22
12/30/2016	1783	Trophy House, LLC	Christmas Plaques 2016	-91.50	469,085.72
Total 51100 · MEDC Checking				58,326.02	469,085.72
TOTAL				58,326.02	469,085.72

City of Montgomery - MEDC
Actual to Budget Performance

December

December 2016

	Dec 16	Budget	\$ Over Bud...	Oct - Dec 16	YTD Budget	\$ Over Bud...	Annual Bu...
Income							
55000 · Taxes & Franchise Fees							
55400 · Sales Tax	33,576.42	22,118.61	11,457.81	109,142.36	113,638.32	(4,495.96)	557,000.00
Total 55000 · Taxes & Franchise Fees	33,576.42	22,118.61	11,457.81	109,142.36	113,638.32	(4,495.96)	557,000.00
55300 · Other Revenues							
55391 · Interest Income	90.75	41.67	49.08	329.55	124.97	204.58	500.00
Total 55300 · Other Revenues	90.75	41.67	49.08	329.55	124.97	204.58	500.00
Total Income	33,667.17	22,160.28	11,506.89	109,471.91	113,763.29	(4,291.38)	557,500.00
Expense							
56000 · Pub Infrastructure - Category I							
56000.6 · DowntownDev Improvments	0.00	0.00	0.00	12,316.00	23,333.33	(11,017.33)	35,000.00
56000.8 · Utility Extensions	0.00	16,666.67	(16,666.67)	750.00	49,999.97	(49,249.97)	200,000.00
56000.9 · Flagship Dev Improvements	0.00	833.34	(833.34)	0.00	2,499.94	(2,499.94)	10,000.00
56430 · Tsf to Debt Service	0.00	31,875.00	(31,875.00)	0.00	31,875.00	(31,875.00)	127,500.00
Total 56000 · Pub Infrastructure - Category I	0.00	49,375.01	(49,375.01)	13,066.00	107,708.24	(94,642.24)	372,500.00
56001 · Business Dev & Ret -Category II							
56001.8 · Sales Tax Reimbursement	0.00	67,000.00	(67,000.00)	0.00	67,000.00	(67,000.00)	67,000.00
56423 · Economic Development Grant Prog	0.00	20,000.00	(20,000.00)	0.00	20,000.00	(20,000.00)	20,000.00
Total 56001 · Business Dev & Ret -Category II	0.00	87,000.00	(87,000.00)	0.00	87,000.00	(87,000.00)	87,000.00
56002 · Quality of Life - Category III							
56404 · Seasonal Decorations	995.44	0.00	995.44	995.44	3,000.00	(2,004.56)	3,000.00
56420.1 · Christmas in Montgomery	0.00	0.00	0.00	10,000.00	0.00	10,000.00	0.00
56420.2 · Christmas Lighting(Civic Assn)	1,491.50	1,600.00	(108.50)	2,543.42	1,600.00	943.42	1,600.00
56423.1 · Walking Tours	0.00	6,000.00	(6,000.00)	0.00	6,000.00	(6,000.00)	6,000.00
56424.1 · Heritage Village Det. Pond Imp	10,450.00	0.00	10,450.00	10,450.00	0.00	10,450.00	10,000.00
56429 · Removal of Blight	0.00	0.00	0.00	995.62	0.00	995.62	25,000.00
56433 · Downtown Signs	0.00	1,000.00	(1,000.00)	0.00	1,000.00	(1,000.00)	1,000.00
56435 · Ferroland Improvements	0.00	0.00	0.00	0.00	5,000.00	(5,000.00)	5,000.00
56439 · Downtown Enhancement Projects	0.00	2,500.00	(2,500.00)	0.00	5,000.00	(5,000.00)	25,000.00
Total 56002 · Quality of Life - Category III	12,936.94	11,100.00	1,836.94	24,984.48	21,600.00	3,384.48	76,600.00
56003 · Marketing & Tourism-Category IV							
56408.1 · Promotional Video	0.00	0.00	0.00	1,900.00	0.00	1,900.00	1,000.00
56409 · Antique Show & Fest	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00
56413 · Brochures/Printed Literature	0.00	0.00	0.00	0.00	3,000.00	(3,000.00)	8,000.00
56414 · Wine & Music Fest	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00
56415 · Texian/Heritage Festival	0.00	0.00	0.00	8,000.00	0.00	8,000.00	8,000.00
56418 · Christmas in Montgomery	0.00	0.00	0.00	0.00	5,000.00	(5,000.00)	5,000.00
Total 56003 · Marketing & Tourism-Category IV	0.00	0.00	0.00	9,900.00	8,000.00	1,900.00	42,000.00
56004 · Administration - Category V							
56004.1 · Admin Transfers to Gen Fund	9,375.00	9,375.00	0.00	9,375.00	9,375.00	0.00	37,500.00
56004.2 · MACC Administration & Office	2,566.67	2,666.67	(100.00)	7,700.01	7,999.97	(299.96)	32,000.00
56004.3 · Miscellaneous Expenses	665.00	0.00	665.00	714.71	2,000.00	(1,285.29)	6,000.00
56004.4 · Staffing (1 Pt Time/1 Interim)	0.00	3,750.00	(3,750.00)	0.00	11,250.00	(11,250.00)	45,000.00
56327 · Consulting (Professional servi)	200.00	1,250.00	(1,050.00)	280.00	3,750.00	(3,470.00)	15,000.00
56354 · Travel & Training Expenses	321.31	0.00	321.31	1,205.31	875.00	330.31	3,500.00
Total 56004 · Administration - Category V	13,127.98	17,041.67	(3,913.69)	19,275.03	35,249.97	(15,974.94)	139,000.00
Total Expense	26,064.92	164,516.68	(138,451.76)	67,225.51	259,558.21	(192,332.70)	717,100.00
Net Income	7,602.25	(142,356.40)	149,958.65	42,246.40	(145,794.92)	188,041.32	(159,600.00)

AGENDA REPORT

ITEM# 6

Meeting Date:	January 16, 2017	Budgeted Amount:	N/A
Department:			
Date Prepared:	January 12, 2017	Exhibits:	Tom Cronin lease document

Subject

Consideration of recommendation to City Council of lease with Tom Cronin for property south of Cozy Grape that abuts to the south with Ray Laughter's property now leased by the city.

Discussion

As discussed in the past, the City Administrator has negotiated with Tom Cronin to acquire a signed lease from Mr. Cronin for the property that abuts the property leased in December by the city owned by Mr. Laughter. Although Mr. Cronin's nor Mr. Laughter's lease requires paving of the property that is the intent of the MEDC.

An engineer's estimate for the cost of paving is forthcoming but is not yet known.

So, the consideration at this time is whether or not to recommend to the City Council (who the lease must be agreed with legally) to accept this 20 year lease in the amount of \$1.00 per year.

With the question of the paving to occur as soon as an estimate is received and preparation for the paving can occur.

Recommendation

Recommend approval of the lease to the City Council

Approved By

Department Manager		Date:
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Montgomery City Council
AGENDA REPORT

City Administrator	Jack Yates	Date: January 12, 2017
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LEASE AGREEMENT BETWEEN
CITY OF MONTGOMERY, TEXAS
AND TOM CRONIN

DATE: January 26, 2017

LANDLORD: TOM CRONIN, and his heirs, administrators, and successors

Landlord's Address:

14340 Liberty Street
Montgomery, Texas 77356

Tenant: CITY OF MONTGOMERY, TEXAS

Tenant's Address:

P.O. Box 708
Montgomery, Texas. 77356

Premises:

TRACT 1: A tract of land containing the southern half of a 0.1768 acres of land, more or less, in the John Corner Survey, A-8, Montgomery County, Texas and being the same tract of land conveyed to L.A. Peel called Tract 10 by deed recorded in Volume 226, Page 196, Montgomery County Deed Records; said 0.1768 acre tract is being more particularly described by metes and bounds in Exhibit "A" attached.
and

TRACT 2: A tract of land containing 0.083 acres of land, more or less, in the John Corner Survey, Abstract No. 8, Montgomery County, Texas and being more particularly described by metes and bounds in Exhibit "B" attached.

Term (months): Twenty (20) years

Commencement Date: February 1, 2017

Termination Date: January 31, 2036

Early Termination: ~~Notwithstanding anything herein to the contrary, termination with mutual consent may happen at any time during the term of the lease with 30 days' written notice. No partial month payments will be paid, except if termination is initiated by Tenant, in which case the tenant pays the full amount for the month. Tenant understands Landlord is actively marketing the land for sale. When a contract for purchase is accepted by the Landlord, Landlord will give 45-day notice to the Tenant. After the 45th day the contract will be terminated.~~

Rent: Tenant shall pay to Landlord each year up front the amount of \$1.00 paid within the month of January of each year of this 20-year term. Tenant shall remit payment without invoices from the Landlord. Tenant may prepay the rent amount for any, or all, of the years of the term of this Agreement.

Permitted Use of Premises:

1. Tenant and its agents shall be permitted to host special public events on the Premises for event vendors and event parking at no additional cost to the Tenant.
2. Tenant shall be permitted to construct, install, maintain, utilize and operate a parking lot on the Premises, along with related appurtenances, including but not limited to, overhead lighting, fencing, benches, gazebos, paving, and other improvements necessary to promote public use for public events. Tenant may use the Premises as an overflow parking area and an events area for the City of Montgomery and the public.

Clauses and Covenants

A. Tenant agrees to:

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.
3. Obey (a) all laws relating to Tenant's use, maintenance of the condition, and occupancy of the Premises and Tenant's use of any common areas and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.
4. Obtain and pay for all utility services used by Tenant and not provided by Landlord.
5. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers.
6. Repair, replace and maintain any part of the Premise that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.
7. Vacate the Premises on the last day of the Term.
8. Maintain a liability insurance policy covering the Premises in an amount similar to other property owned and or leased by Tenant and provide Landlord certificates of insurance or other proof of said insurance on request. The liability policy must be endorsed to name Landlord as additional insured.
9. Maintain the premises in a neat and attractive condition, and reasonably mowed and maintained.

B. Tenant agrees not to:

1. Use the Premises for any purpose other than the Permitted Use.
2. Create a nuisance.
3. Permit any waste
4. Allow a lien to be placed on the Premises.
5. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord agrees to:

1. Lease to Tenant the Premises subject to the Term and Termination Date provisions.
2. Obey all laws relating to Landlord's operation of the Premises.

D. Landlord agrees not to:

1. Interfere with Tenant's possession of the Premises so long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

E. Landlord and Tenant agree to the following:


1. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require in writing that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.
2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.
3. *Default by Landlord/Event.* Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice.
4. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages.
5. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent after being given thirty (30) day's written notice by Landlord; (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after

written notice with any provision of this lease other than the defaults set forth in (a) and (b).

6. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to terminate this lease by written notice and sue for damages.
7. *Default/Waiver/Mitigation.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.
8. *Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant-at-will and must vacate the Premises on receipt of written notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend this Term.
9. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.
10. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.
11. *Venue.* Exclusive venue is in Montgomery County, Texas.
12. *Entire Agreement.* This lease constitutes the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the lease of the Premises by Landlord to Tenant that are not in this lease.
13. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.
14. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.
15. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, person delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when received. Any address for notice may be changed by written notice delivered as provided herein.

16. *Abandoned Property.* Landlord may retain, destroy or dispose of any property left on the Premises at the end of the Term.
17. *Binding on Successors.* This lease shall be binding on the parties' heirs, administrators, successors and assigns.
18. *Recording the Lease Agreement.* Landlord and Tenant agree that this Lease Agreement may be recorded in the Real Property Records of the County Clerk of Montgomery, County.

LANDLORD:



TOM CRONIN, Owner

TENANT:

CITY OF MONTGOMERY, TEXAS

KIRK JONES, Mayor

ATTEST:

SUSAN HENSLEY City Secretary

After Recording Return To:

City of Montgomery, Texas
P. O. Box 708
Montgomery, Texas 77356

AGENDA REPORT

ITEM# 7

Meeting Date:	January 16, 2017	Budgeted Amount:	N/A
Department:			
Date Prepared:	January 12, 2017	Exhibits:	

Subject

Consideration of downtown improvements including the study contents and the cost of the study.

Discussion

I do not have a plan, nor an estimate from the City Engineer on his ideas for downtown improvement or what it will include. If no report is ready by the meeting I suggest simply tabling the item until the Engineer has information available for you to consider.

Plus, you (in my opinion) are primarily the funding mechanism for what will ultimately be a thorough planning process with meetings/discussions of the downtown property owners, the general public, the Planning Commission, the City Council and the MEDC in order to ultimately decide what happens in the planning area.

Recommendation

Consider the report from the Engineer and deliberate on the idea, realizing that the downtown property owners and general public and Planning Commission and City Council need to be part of the decision making process.

Approved By

Department Manager		Date:
City Administrator	Jack Yates	Date: January 12, 2017

AGENDA REPORT

ITEM# 8

Meeting Date:	January 16, 2017	Budgeted Amount:	N/A
Department:			
Date Prepared:	January 12, 2017	Exhibits:	Job description of Marketing and Tourism Assistant

Subject

Consideration of a half-time city employee hired as Marketing and Tourism Assistant.

Discussion


The job description and duties of the position are in the job description attached. As you know, there was considerable discussion about this position over the past several months. If you feel sure of your selves after this discussion then proceed with the recommendation to the City Council for them to create the position, to be funded by the MEDC. By "feeling sure" I suggest that if you are not able to make a persuasive promotion of this position in one or two sentences of recommendation then you are not ready to make the recommendation. There is no urgency of time at stake in your making a recommendation.

Recommendation

Consider the presentation of the job description of the Promotions/Marketing position and recommend that position to the City Council if you feel assured of your action.

Approved By

Department Manager		Date:
City Administrator	Jack Yates	Date: January 12, 2017



Job Title: Marketing and Tourism Assistant

Job Summary:

The Marketing and Tourism Assistant reports directly to the Montgomery City Administrator. The purpose of this position is to enhance and expand tourism and sales tax dollars in Montgomery. The Assistant serves as point of contact for promoting the city through tourism, marketing, and support of events. The Assistant will work alongside local civic organizations as city allies in the promotion of Montgomery. The Assistant will represent the City of Montgomery at seminars, tradeshow, meetings and events appropriate for city marketing and promotion purposes. The Assistant is expected to be a leader in promoting the community as a quality location to live, work and play.

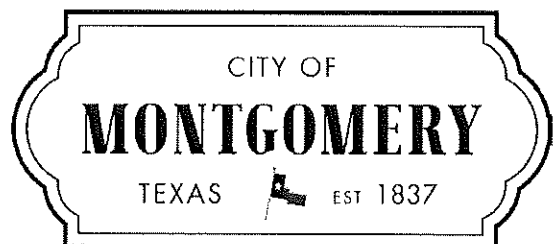
Skill and Ability Requirements:

- Preferred Bachelor's Degree of equivalent in a field related to business marketing, community development or communications
- Two (2) years of related experience in marketing and/or communications preferred
- Excellent verbal and written communications skills
- Strong computer skills including desktop publication, website management and general business software(s)
- Self-motivated
- High level of interpersonal relationship skills
- Must pass a pre-employment drug screen, criminal background and MVR check.
- Must possess a valid State of Texas Driver's License

*May be required to work extended hours, evenings and/or weekends.

Jack Yates

Montgomery City Administrator
PO Box 708
Montgomery, TX 77356
(936) 597-6434
jyates@ci.montgomery.tx.us
MontgomeryTexas.gov



BIRTHPLACE OF THE TEXAS FLAG

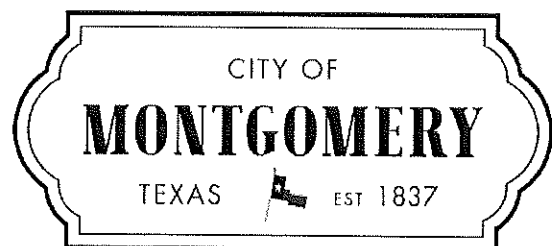


Essential Job Functions:

- Promote City of Montgomery through published materials, online resources, social media, and events.
- Meet with City Administrator on a regular basis for planning purposes to determine Plan of Work.
- Provide follow-up reports to City Administrator, and Economic Development Corporation as needed, for progress with objectives and accountability of expenditures.
- Provide support and information for other local organizations hosting events within the city.
- Oversee determined budget for City promotions as well as plan and implement expenditures of Hotel Occupancy Tax funds per state regulations.
- Produce and commission tourist information, including art work, and writing press releases and copy for tourism guides/newsletters.
- Liaison with local operators, media, designers and printers for marketing materials.
- Establish, develop and maintain contacts and nurture working relationships with tourism entities at the local and state levels.
- Devise and plan tours and arrange itineraries.
- Research and implement appropriate technologies for online presence of City of Montgomery to be found by consumers.
- Maintain promotional website and keep online social media profile information up to date and functional.
- Work with various districts and retail segments of Montgomery to ensure they are well represented in the marketing materials for Montgomery.
- Attend professional development classes that enhance professional skills utilized in this position and that bring value to the organization.
- Collect and analyze data to evaluate the demographic and psychographic information for identifying the target audience of all marketing materials and promotions within the city.
- Participates with the City Administrator in the preparation of the annual budget.
- Assist the City Administrator and Economic Development Director in strategic planning projects.
- Provide professional and administrative support for the City Administrator as needed.

Jack Yates

Montgomery City Administrator
PO Box 708
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MontgomeryTexas.gov



BIRTHPLACE OF THE TEXAS FLAG

AGENDA REPORT

Meeting Date:	January 16, 2017	Budgeted Amount:	N/A
Department:			
Date Prepared:	January 12, 2017	Exhibits:	--Existing Agreement between Historic Montgomery Business Association (HMBA) that transformed into MACC January 1, 2015 and MEDC, --DRAFT Contract between MACC and MEDC for Administrative Services and Shared Office Space , -- Job Description of Economic Development Director

Subject

Consideration of Updated Contract between Montgomery Area Chamber of Commerce (MACC) and the MEDC

Discussion

The proposed contract is attached. Also attached is the existing Agreement that has been in place since October of 2012. The thought in preparing a new agreement was 1) that the MEDC is contracting for various services rather than hiring a specific person, 2) that the term be longer so that the MACC can better plan their activities without having to negotiate every year since the partial pay for their Executive Director is partially paid from this agreement with the MEDC and 3) there have been recent discussions about the role of the Director in the Economic Development function of the city and hopefully this clears up that matter.

Montgomery City Council
AGENDA REPORT

This item does not have to go before the City Council for their review – it is an agreement between the MEDC and the MACC

Recommendation

Consider the proposed Contract and if agreeable, approve the Contract.

Approved By

**Department
Manager**

Date:

City Administrator

Jack Yates

Date: January 12, 2017

**AGREEMENT REGARDING SHARED ADMINISTRATIVE
SERVICES AND SHARED OFFICE LEASE SPACE BY AND
BETWEEN MONTGOMERY INDUSTRIAL DEVELOPMENT
CORPORATION AND HISTORIC MONTGOMERY BUSINESS
ASSOCIATION**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MONTGOMERY

THIS AGREEMENT is made and entered into this the 9th day of October, 2012, by and between MONTGOMERY INDUSTRIAL DEVELOPMENT CORPORATION (hereinafter the "MIDC") and HISTORIC MONTGOMERY BUSINESS ASSOCIATION (hereinafter the "HMBA").

WITNESSETH

WHEREAS, MIDC is the economic development corporation for the City of Montgomery, Texas, as set out in Chapter 505 of the Texas Local Government Code (the "LGC"); and

WHEREAS, MIDC has a necessity for administrative personnel and office lease space in order to effectively conduct the industrial development programs or objectives for which the MIDC was formed; and

WHEREAS, Chapter 505.102 of the LGC provides that type B municipal development corporations, such as MIDC, may enter into contracts with other private corporations to (1) carry out an industrial development program or objective, and (2) to assist with the development or operation of an economic development program or objective consistent with the purposes and duties specified by Chapter 505 of the LGC; and

WHEREAS, HMBA has leased, or intends to lease, professional office space and to permit MIDC to utilize a portion of the space for an agreed upon consideration; and

WHEREAS, HMBA has employed a full time employee, Shannan Reid, to assist HMBA with its purposes and functions, and HMBA is willing to permit said employee to devote a portion of her time to carrying out the purposes and objectives of MIDC, as directed and requested by MIDC; and

WHEREAS, MIDC and HMBA desire to enter into this contract concerning shared administrative services and for MIDC's use of a portion of HMBA's leased office space;

NOW THEREFORE, in consideration of the premises set forth herein, MIDC and HMBA agree as follows:

Agreement Regarding Shared Administrative Services and
Lease Space Between MIDC and HMBA

Terms of Agreement

1. This agreement shall become effective October 15, 2012, and shall continue in effect for a period of one (1) year, until October 15, 2013. This agreement may be extended for additional one year terms by the express written agreement of the parties to extend same.

Administrative Services

2. HMBA agrees to retain a full time employee of HMBA, Shannan Reid (the "Employee"), to perform office tasks and administrative services for HMBA. HMBA shall permit its Employee, and agrees to require said Employee, to dedicate and devote at least fifty percent (50%) of all of her time for services to be rendered to MIDC. Services to MIDC shall include, but not be limited to, office work, project coordination, administrative assistance and other services to be performed by Employee for special projects or other work specifically requested by MIDC. Employee shall not be an employee of MIDC, and shall be considered an independent contractor of MIDC, in accordance with the terms of this agreement.

Compensation

3. In consideration of the services to be performed by Employee, MIDC agrees to pay HMBA the annual sum of Twenty Thousand and No/100 Dollars (\$20,000.00) to be paid in twelve (12) equal monthly installments of One Thousand Six Hundred Sixty-Six and 67/100 Dollars (\$1,666.67).

Additional Compensation

4. Additionally, HMBA has agreed to rent professional office space located at 21325 Eva Street (Highway 105) Montgomery, Texas 77316, also known as Heritage Place Executive Suites (the "Premises"), for the purposes of operating HMBA. HMBA agrees to permit MIDC to utilize a portion of the rented office space or the purpose of conducting MIDC operations. MIDC shall pay to HMBA the sum of \$400.00 per month through the entire twelve (12) month term of this agreement as compensation for use of said office space. MIDC shall be entitled to utilize at least one-half of the rentable office space for MIDC purposes and operations

Indemnification

5. HMBA will indemnify, save harmless, and defend MIDC from all liability, loss, damage, or injury arising out of or incident to the performance of this agreement, including, without limitation, all consequential damages.

Termination

6. This agreement may be terminated prior to the expiration of the one (1) year term provided

herein, in the event Employee is terminated, or for any reason is no longer employed by HMBA, or in the event HMBA ceases leases office space at the Premises, for any reason.

Notices

7. Any notices to be given under this agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally shall be deemed communicated at the time of actual receipt; mailed notices shall be deemed communicated as of two (2) days after mailing.

Entire Agreement

8. This agreement constitutes the sole and only agreement of the parties to it, and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged.

Attorney's Fees

9. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, which maybe set by the court in the same action or in a separate action brought for the purpose, in addition to any other relief to which they may be entitled.

Governing Law

10. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this agreement are performable in Montgomery County, Texas.

Prior Agreements Superseded

11. This agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

EXECUTED this, the 9th day of October, 2012, between Historic Montgomery Business Association and the Montgomery Industrial Development Corporation

MONTGOMERY INDUSTRIAL
DEVELOPMENT CORPORATION

By: Darron Kirk Jones
Name: Darron Kirk Jones
Title: President - MIDC

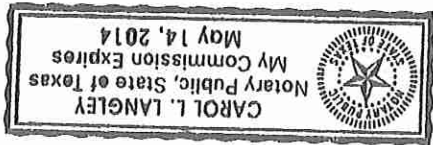
HISTORIC MONTGOMERY
BUSINESS ASSOCIATION

By: _____
Name: _____
Title: _____

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 12 day of October, 2012, by Darron K. Jones, President of the MONTGOMERY INDUSTRIAL DEVELOPMENT CORPORATION, a Texas corporation, on behalf of said corporation.



Carol L. Langley
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the ____ day of October, 2012, by _____ of the HISTORIC MONTGOMERY BUSINESS ASSOCIATION, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

**CONTRACT REGARDING SHARED ADMINISTRATIVE SERVICES AND SHARED OFFICE
LEASE SPACE BY AND BETWEEN MONTGOMERY ECONOMIC DEVELOPMENT
CORPORATION AND MONTGOMERY AREA CHAMBER OF COMMERCE**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS

THIS CONTRACT is made and entered into this the _____ day of _____, 2017, by and between MONTGOMERY ECONOMIC DEVELOPMENT CORPORATION (hereinafter the "MEDC") and MONTGOMERY AREA CHAMBER OF COMMERCE (hereinafter the "MACC").

WITNESSETH

WHEREAS, MEDC is the economic development corporation for City of Montgomery, Texas, as set out in Chapter 505 of the Texas Local Government Code (the "LGC"); and

WHEREAS, MEDC requires administrative and management services to effectively conduct the economic development programs of objectives for which the MEDC was formed; and

WHEREAS, Chapter 505.102 of the LGC provides that type B municipal development corporations, such as MEDC, may enter into contracts with other private corporations to (1) carry out an economic development program or objective, and (2) to assist with the development or operation of an economic development program or objective consistent with the purposes and duties specified by Chapter 505 of the LGC; and

WHEREAS, MACC has employed a full-time employee to assist MACC with its purposes and functions, and MACC is willing to permit said employee to devote approximately one half of the time to carrying out the purposes and objectives of MEDC, as directed and requested by MEDC; and

WHEREAS, MEDC and MACC desire to enter into this contract concerning shared administrative services;

NOW THEREFORE, in consideration of the premises set forth herein, MEDC and MACC agree as follows:

Terms of Contract

1. This contract shall become effective January 1, 2017, and shall continue in effect for a period of three(3) years, until December 31, 2019. This contract shall automatically renew for successive three (3) year terms unless one party provides written notice to the other party at least ninety (90) days in advance of the end of the then existing term that it does not wish to renew the term of this contract.

Administrative Services

2. MACC agrees to retain a full time employee of MACC, the ("Employee"), to perform office tasks and administrative services for MACC. MACC shall permit its Employee and agrees to require said Employee, to dedicate and devote the time needed to perform the tasks described in Attachment A, such time estimated to be one thousand forty (1,040) hours per year. Services to MEDC shall include, but not be limited to, office work, project coordination, administrative assistance and other services to be performed by Employee for economic development and planning activities or other work specifically requested by MEDC. Employee shall not be an employee of MEDC, and shall be considered an independent contractor of MEDC, in accordance with the terms of this contract as further delineated in Attachment "A" Scope of Work. MACC agrees to maintain office space within the corporate limits of the City of Montgomery for the Employee to conduct economic development activities and to supply equipment and services necessary for the Employee's optimal service.

Compensation

3. In consideration of the services to be performed by Employee, MEDC agrees to pay MACC the annual sum of Thirty Thousand and Eight Hundred Dollars (\$30,800) to be paid in twelve (12) equal monthly installments of Two Thousand Five Hundred Sixty-six Dollars and Sixty-seven cents (\$2,566.67).

Indemnification

4. MACC will indemnify, save harmless, and defend MEDC from all liability, loss, damage, or injury arising out of incident to the performance of this contract, including, without limitation, all consequential damages.

Termination

5. This contract may be terminated prior to the expiration of the three (3) year term provided herein, in the event Employee is terminated, or for any reason is no longer employed by MACC.

Notices

6. Any notices to be given under this contract by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally shall be deemed communicated at the time of actual receipt; mailed notices shall be deemed communicated as of two (2) days after mailing.

Entire Agreement

7. This contract constitutes the sole and only agreement of the parties to it, and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged.

Attorney's Fees

8. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, which maybe set by the court in the same action or in a separate action brought for the purpose, in addition to any other relief to which they may be entitled.

Governing Law

9. This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this agreement are performable in Montgomery County, Texas.

Prior Agreements Superseded

10. This contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

EXECUTED this, the _____ day of _____, 2016, between Montgomery Economic Development Corporation and the Montgomery Area Chamber of Commerce.

MONTGOMERY ECONOMIC DEVELOPMENT CORPORATION

By: _____
Name: _____
Title: _____

MONTGOMERY AREA CHAMBER OF COMMERCE

By: _____
Name: _____
Title: _____

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the _____ day of _____, 2016, by _____ of the MONTGOMERY ECONOMIC DEVELOPMENT CORPORATION, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the _____ day of _____, 2016, by _____ of the MONTGOMERY AREA CHAMBER OF COMMERCE, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

Attachment "A"

Job Title: Montgomery Economic Development Director

Job Summary:

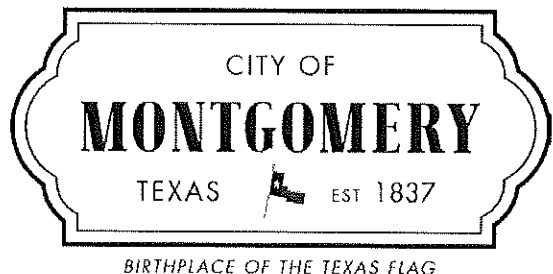
The Economic Development Director reports directly to the Montgomery City Administrator. The purpose of this position is to enhance and expand the economic activity of Montgomery. The Director serves as point of contact for current businesses in the community and will work with the City Administrator with prospective businesses for the purpose of relocation and/or expansion. The ED Director will provide leadership for the MEDC by working with ED allies, including local property owners, local civic organizations, and local, state and federal government agencies. The Director will serve as a conduit for information on economic issues to the City Administrator and MEDC Board of Directors. The Director will represent MEDC at seminars, tradeshow, meetings and events. The Director is expected to be a leader in promoting the community as a quality location to live, work and play.

Skill and Ability Requirements:

- Minimum of a Bachelor's Degree in a field related to business development, public administration or marketing
- Experience in economic development, marketing and or communications
- Excellent verbal and written communications skills
- Strong computer skills including desktop publication, website management and general business software(s)
- Self-motivated
- High level of interpersonal relationship skills

Jack Yates

Montgomery City Administrator
PO Box 708
Montgomery, TX 77356
(936) 597-6434
jyates@ci.montgomery.tx.us
MontgomeryTexas.gov





Essential Job Functions:

- Plans, organizes and implements ED activities to expand the property and sales tax base and encourage creation of jobs.
- Develops plans to enhance the Montgomery business atmosphere to retain existing business base and market Montgomery to the community.
- Works in conjunction with the City Administrator and the MEDC Board of Directors to prepare, negotiate and present ED incentives, grants and agreements to attract and retain business.
- Establish, develop and maintain contacts and nurture working relationships with other ED organizations.
- Work with consultants and contractors as applicable on retail and business recruitment strategies.
- Assist business prospects in their effort to relocate to Montgomery.
- Develop and implement a business retention and expansion program for existing Montgomery businesses.
- Establish and maintain relationships with Montgomery business owners. Become a resource for business owners with a general knowledge of city zoning and policies, state and federal programs (i.e. Small Business Development Center), and local business networking opportunities.
- Maintain a database of available commercial properties in Montgomery. Develop relationships with property owners and managers. Remain knowledgeable as a resource to the City Administrator on property values and market trends.
- Participates with the City Administrator and other applicable staff and boards to plan for redevelopment of existing property and possible city expansion into unincorporated areas.
- Attend professional development classes that enhance professional skills utilized in this position and that bring value to the organization.
- Collect and analyze data to evaluate the demographic and psychographic position of the community in relation to other communities.
- Participates with the City Administrator and the EDC Board of Directors in the preparation of the annual budget for MEDC.
- Interface with the Montgomery City Council and other boards, commissions and committees to work toward the common goal of promoting the quality development of Montgomery.
- Assist the City Administrator in strategic planning projects often functioning as the liaison between the city and consultants. As strategic planning impacts the economic forecast for the city, the ED Director is expected to take an active role in planning activities.
- Assist the City Administrator with special projects as needed. As a department head, the ED Director is expected to take initiative in presenting potential projects to the City Administrator and completing projects independently and in a timely manner.
- Provide professional and administrative support for the City Administrator as needed.

Jack Yates

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BIRTHPLACE OF THE TEXAS FLAG

AGENDA REPORT

ITEM# 10

Meeting Date:	January 16, 2017	Budgeted Amount:	N/A
Department:			
Date Prepared:	January 12, 2017	Exhibits:	

Subject

Report from Shannan Reid and Jack Yates regarding past items and possible new MEDC items

Discussion

TxDOT Report, Parking area north of Community Center Report,
Economic Incentives Policy action by City Council Report
And other misc. reports

Recommendation

Consider the Reports , pas on your thoughts

Approved By

Department Manager		Date:
City Administrator	Jack Yates	Date: January 12, 2017