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 November 21, 2016 at the Montgomery City Hall, 101 Old Plantersville Road, in Montgomery, Texas.

- 1. Call to Order
- 2. Open Public Comment
- 3. Approval of Minutes of October 17, 2016
- 4. Monthly Financial Report (October)
- 5. Report from Bea Rouse concerning Texian Heritage Festival
- 6. Discuss/take action regarding agreement with Tom Cronin for lease of property to create a public parking lot
- 7. Discuss/take action regarding Jason Long request for MEDC funding of a miniature golf course
- 8. Discuss/take action regarding funding of East 105 water/sewer extension
- 9. Discuss/take action regarding Report of Ad Hoc Committee on Economic and Business Development
- 10. Economic Development Report Shannan Reid

11. Adjournment

Jack Yates City Administrator for Kirk Jones, President of MEDC

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

MONTGOMERY ECONOMIC DEVELOPMENT CORPORATION MINUTES October 17, 2016 6:00 p.m.

Present were: Kirk Jones, Randy Moravec, Bill Hanover and Andy Dill. Bob Kerr and Cheryl Fox. John Champagne was absent. Also present were Shannan Reid 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 September 19, 2016 -- Motion by Dill seconded by Hanover, to approve the minutes as presented. All in favor.

Monthly Financial Report (September) -- Motion by Moravec seconded by Fox to approve the financial report as presented. All in favor.

<u>Discuss/take action regarding the selection of President</u> – Mr. Dill nominated Kirk Jones for President. There were no other nominations. All in favor.

<u>Discuss/take action regarding selection of Vice President</u> -- Mrs. Fox nominated Bob Kerr for Vice-President. There were no other nominations. All in favor

<u>Discuss/take action regarding selection of Secretary</u> -- Mr. Dill nominated Bill Hanover for Secretary with the stipulation that Jack Yates be the Assistant to the Secretary. There were no other nominations. All in favor.

<u>Discuss/take action regarding selection of Treasurer</u>-- Mrs. Fox nominated Randy Moravec for Treasurer with the stipulation that Jack Yates be the Assistant to the Treasurer. There were no other nominations. All in favor.

Economic Development Report – Shannan Reid – Shannan presented a summary of Winefest. She said the weather was hot, that discussion was held by the Winefest group considering to change the date of the festival, also thinking changing advertising methods—but that overall it was a good event.

The 25' wide property downtown has been purchased by Tom Cronin.. Mr. Cronin is willing to lease that property, plus his own parking lot area to the city in return for the MEDC to pave the parking lot. She said Mr. Cronin would be coming to the MEDC in November with the proposal.

She said she had met with TxDOT's most recent planner, Adam Gallard, who told Shannan that TxDOT was reconsidering the downtown portion of their plan and would be ready for a meeting with Montgomery representatives in November.

She gave a report regarding her presentation to the Leadership Montgomery County group.

She reported that the state had told her that we had made the first cut of a business location RFP she had submitted several months ago.

She reported on her trip to the International Conference of Shopping Centers, saying that she had several good conversations, particularly because of the pad sites opening up due to the Kroger development. She said it was a successful trip.

She reported the Lake Conroe Summit is being planned for Saturday, March 31, 2017.

President Jones the Board spoke of the upcoming 4B training session in Austin. He said he would be attending and invited other board members to attend.

Adjournment -- Motion by Dill, seconded by Kerr to adjourn at 7:14 p.m.

Jack Yates, Recording Secretary

CITY OF MONTGOMERY - MEDC ACCOUNT BALANCES October 31, 2016

	IEY MARKET CCOUNTS	INV	ESTMENTS		TOTALS
MEDC CHECKING ACCOUNT #1017938 TOTAL INVESTMENTS	\$ 428,476.08	\$	333,613.84	\$	428,476.08 333,613.84 762,089.92
TOTAL MIDC	\$ 428,476.08	\$	333,613.84	<u>\$</u>	762,089.92

	INVEST	MENTS		
-	Issue Date	Maturity Date	Interest Rate	Balance
Texpool #00006			0.40%	\$ 233,613.84
Certificates Independent Bank CD#6840	8/24/2016	11/22/2016	0.35%	\$ 100,000.00

City of Montgomery - MEDC Cash Flow Report

As of October 31, 2016

Date	Num	Name	Memo	Amount	Balance
51100 · MEI 0/07/2016 0/21/2016 0/28/2016		Montgomery Area Chamber of Com Whitestone Printing	Partnership Grant for Director Services & Office Sp Flyers - 500 Inv 2263 Deposit - Due from General Fund	-5,133.34 -145.00 2,985.00	430,769.42 425,636.08 425,491.08 428,476.08
Total 51100 ·	MEDC Chec	cking		-2,293.34	428,476.08
'OTAL				-2,293,34	428,476.08

City of Montgomery - MEDC Actual to Budget Performance

October 2016

	Oct 16	Budget	\$ Over B	Oct 16	YTD Bu	\$ Over B	Annual B
Income 55000 · Taxes & Franchise Fees			(47.054.00)	0.00	27.054.09	(37,054.98)	557,000.00
55400 · Sales Tax	0.00	37,054.98	(37,054.98)	0.00	37,054.98		
Total 55000 · Taxes & Franchise Fees	0.00	37,054.98	(37,054.98)	0.00	37,054.98	(37,054.98)	557,000.00
55300 · Other Revenues 55391 · Interest Income	75.94	41.63	34.31	75.94	41.63	34.31	500.00
Total 55300 · Other Revenues	75.94	41.63	34.31	75.94	41.63	34.31	500.00
Total Income	75.94	37,096.61	(37,020.67)	75.94	37,096.61	(37,020.67)	557,500.00
Expense							
56000 · Pub Infrastructure - Category I			44.6666	0.00	11 666 66	(11,666.66)	35,000.00
56000.6 · DowntownDev Improvments	0.00	11,666.66	(11,666.66)	0.00	11,666.66 16,666.63	(16,666.63)	200,000.00
56000.8 · Utility Extensions	0.00	16,666.63	(16,666.63)	0.00 0.00	833.30	(833.30)	10,000.00
56000.9 · Flagship Dev Improvements 56430 · Tsf to Debt Service	0.00 0.00	833.30 0.00	(833.30) 0.00	0.00	0.00	0.00	127,500.00
Total 56000 · Pub Infrastructure - Category I	0.00	29,166.59	(29,166.59)	0.00	29,166.59	(29,166.59)	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						0.00	2 000 00
56404 · Seasonal Decorations	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00 1,600.00
56420.2 · Christmas Lighting(Civic Assn)	0.00	0.00	0.00	0.00	0.00	0.00	6,000.00
56423.1 · Walking Tours	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00
56424.1 · Heritage Village Det. Pond Imp	0.00	0.00	0.00	0.00	0.00	0.00	25,000.00
56429 · Removal of Blight	0.00	0.00	0.00	0.00	0.00	0.00 0.00	1,000.00
56433 · Downtown Signs	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00
56435 · Fernland Improvements	0.00	0.00	0.00	0.00	0.00	0.00	25,000.00
56439 · Downtown Enhancement Projects	0.00	0.00	0.00	0.00	0.00		23,000.00
Total 56002 · Quality of Life - Category III	0.00	0.00	0.00	0.00	0.00	0.00	76,600.00
56003 · Marketing & Tourism-Category IV		2.20	4 000 00	1.000.00	0.00	1,900.00	1,000.00
56408.1 · Promotional Video	1,900.00	0.00	1,900.00 0.00	1,900.00 0.00	0.00	0.00	10,000.00
56409 · Antique Show & Fest	0.00	0.00	0.00	0.00	0.00	0.00	8,000.00
56413 · Brochures/Printed Literature	0.00 0.00	0.00 0.00	0.00	0.00	0.00	0.00	10,000.00
56414 · Wine & Music Fest	0.00	0.00	0.00	0.00	0.00	0.00	8,000.00
56415 · Texian/Heritage Festival 56418 · Christmas in Montgomery	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00
Total 56003 · Marketing & Tourism-Category IV	1,900.00	0.00	1,900.00	1,900.00	0.00	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
	2,566.67	2,666.63	(99.96)	2,566.67	2,666.63	(99.96)	32,000.00
56004,2 · MACC Administration & Office	2,300.07 49.71	1,000.00	(950.29)	49.71	1,000.00	(950.29)	6,000.00
56004.3 · Miscellaneous Expenses 56004.4 · Staffing (1 Pt Time/1 Interim)	0.00	3,750.00	(3,750.00)	0.00	3,750.00	(3,750.00)	45,000.00
56327 · Consulting (Professional servi)	0.00	1,250.00	(1,250.00)	0.00	1,250.00	(1,250.00)	15,000.00
56354 · Travel & Training Expenses	0.00	437.50	(437.50)	0.00	437.50	(437.50)	3,500.00
Total 56004 · Administration - Category V	2,616.38	9,104.13	(6,487.75)	2,616.38	9,104.13	(6,487.75)	139,000.00
Total Expense	4,516.38	38,270.72	(33,754.34)	4,516.38	38,270.72	(33,754.34)	717,100.00
let Income	(4,440.44)	(1,174.11)	(3,266.33)	(4,440.44)	(1,174.11)	(3,266.33)	(159,600.00)

City of Montgomery - MEDC General Ledger

As of October 31, 2016

Twne	Date	Num	Name	Мето	Debit	Credit	Balance
Type 51100 · MEDC Che Bill Pmt -Ch Bill Pmt -Ch Deposit		1763 1764	Montgomery Area Chamber o Whitestone Printing	Partnership Grant for Director Services & Office Space 09/16 & 10/16 Flyers - 500 Inv 2263 Deposit - Due from General Fund	2,985.00	5,133.34 145.00	430,769.42 425,636.08 425,491.08 428,476.08
Total 51100 · MED				•	2,985.00	5,278.34	428,476.08
51300 · Time Depo Deposit	_			Interest Texpool	75.94		333,537.90 333,613.84
Total 51300 · Time		2			75.94	0.00	333,613.84
51110 · Prepaid Ex	pense		Montgomery Historical Society	MIDC Portion of MHS - Christmas in Historic Montgomery Event	5,000.00		13,000.00 18,000.00
Bill	10/02/2016	Christ	Mongonery Phylorical Society		5,000.00	0.00	18,000.00
Total 51110 · Prepa 51150 · Accounts I	Receivable Audit						76,479.29 76,479.29
Total 51150 · Accor	Gen Fund	uait		Deposit - Due from General Fund		3,550.00	3,550.00 0.00
Deposit	10/28/2016			Sepone 2 12 11 11 11 11 11 11 11 11 11 11 11 1	0.00	3,550.00	0.00
Total 51171 · Due :	nterest Receivab						35.48 35.48
Total 51580 · Accounts in Bill Bill Bill Bill Bill Pint -Ch Bill Pint -Ch	Payable 10/02/2016 10/06/2016 10/07/2016 10/21/2016	Christ 231 1763 1764	Montgomery Historical Society Montgomery Area Chamber o Montgomery Area Chamber o Whitestone Printing	MIDC Portion of MHS - Christmas in Historic Montgomery Event Partnership Grant for Director Services & Office Space 10/16 Partnership Grant for Director Services & Office Space 09/16 & 10/16 Hyers - 500 Inv 2263 Reimbursement of expense for Planning Meeting	5,133.34 145.00	5,000.00 2,566.67 49.71	2,288.33 -2,711.67 -5,278.34 -145.00 0.00 -49.71
Bill Bill	10/27/2016 10/31/2016	Reimb 1485	Jack Yates Nick Quinn Photography	Inv 1485 - Commercial/Advertising & Photography per Quote	M	1,900.00	-1,949.71
Total 52000 · Acco	unts Payable				5,278.34	9,516.38	-1,949.71
52712 · Due to Ge Deposit	n Fund 10/28/2016			Deposit - Due from General Fund	565.00		-565.00 0.00
Total 52712 · Due	to Gen Fund				565.00	0.00	0.00
53081 · Due to Sta Total 53081 · Due		oller					-38,173.58 -38,173.58
53900 · Unrestrict Total 53900 · Unre		ts					-820,921.84 -820,921.84
55300 · Other Rev 55391 · Interes				·		75.94	0.00 0.00 -75.94
Deposit	10/31/2016			Interest Texpool	0.00	75.94	-75.94
Total 55391 · I					0.00	75.94	-75.94
Total 55300 · Othe 56003 · Marketin	g & Tourism-Ca	tegory IV		•			0.00 0.00
56408.1 · Pron ВШ	notional Video 10/31/2016	1485	Nick Quinn Photography	Inv 1485 - Commercial/Advertising & Photography per Quote	1,900.00		1,900.00
	Promotional Vic	leo			1,900.00	0.00	1,900.00
Total 56003 · Mar	keting & Tourism	-Category IV	7		1,900.00	0.00	1,900.00
Bill	CC Administration 10/06/2016	on & Office 231	Montgomery Area Chamber o Montgomery Area Chamber o	Partnership Grant for Director Services 10/16 Partnership Grant for Office Space 10/16	2,166.67 400.00		0.00 0.00 2,166.67 2,566.67
Bill	10/06/2016	231 tration & Of			2,566.67	0.00	2,566.67
	· MACC Adminis cellaneous Expe	nses		Reimbursement of expense for Planning Meeting	49.71		0.00 49.71
Bill	10/27/2016	Reimb	Jack Yates	Veninguisement of expense for 1 jaming viceting	49.71	0.00	49.71
	· Miscellaneous E				2,616.38	0.00	2,616.38
Total 56004 · Adr	ninistration - Cat	egory v			18,420.66	18,420.66	0.00
OTAL					12		

Meeting Date: November 21, 2016	Budgeted Amount:
Department:	
Prepared By: Jack Yates	Exhibits:
Date Prepared: November 16, 2016	

Subject

Bea rouse report on Texian Heritage Festival

Discussion

I believe Mrs. Rouse is planning on giving you the report of attendance and funds raised.

Recommendation

No action necessary, this is a report only.

Approved By		
Department Manager		Date:
City Administrator	Jack Yates	Date: November 16, 2016

AGENDA REPORT

Meeting Date: November 21, 2016	Budgeted Amount: substantial depending on parking lot paving cost
Department:	
Prepared By: Jack Yates	Exhibits:
Date Prepared: November 16, 2016	

Subject

Discussion of Tom Cronin lease and parking lot paving project

Discussion

This property lies at the northeast corner of Caroline street and FM 149., It is a vacant piece of property that has been used for many years as a parking areusually not with permission of the owner, Mr. Laughter. A lease between Mr. Laughter and Mr. Tom Cronin will be part of a proposed paving project that will ultimately result in a large MEDC funded asphalt parking lot from the south side of Cozy Grape Restaurant to Caroline Street

The City Council approved the Lease with Mr. laughter at its November $15^{\rm th}$ meeting.

I will try to have a draft of the Lease Agreement for Mr. Cronin at the meeting. The City Engineer will try to have a rough/preliminary cost figure for the paving of the parking lot

Recommendation

No decision recommended, discussion with property owner and city attorney regarding the lease agreement, refinement of the cost estimate needs to happen also.

Approved By		
Department Manager		Date:
City Administrator	Jack Yates	Date: November 16, 2016

AGENDA REPORT

Meeting Date: November 21, 2016	Budgeted Amount: \$38,700 is the request
Department:	
Prepared By: Jack Yates	Exhibits:
Date Prepared: November 16, 2016	

Subject

Request of MEDC funding for miniature golf course

Discussion

Mr. Long's documents are in your packet, attached. In those papers Mr. Long states that he has been unsuccessful in getting any outside financing. Mr. Long appears to have a detailed budget that shows \$15,000 of Operating Capital after opening the facility.

To my mind, it simply is not enough of a solid financed business plan to warrant such a large amount of MEDC funds, including the relatively minor impact on job creation from the investment.

Recommendation

Decline the request and offer if he does receive outside funding that the MEDC will be open to being the final gap financing but not as a primary.

Approved By		
Department Manager		Date:
City Administrator	Jack Yates	Date: November 16, 2016

City of Montgomery, TX Economic Development Corporation Grant Application



Company Name: Longview Greens Miniature Golfing					
Company Contact: Jason Long			Title: Co-Owner		
Best Phone: 815.514	.0420		Alt. Phone:		
Email Address: jason.lor	ng@comm	nscope.com			
Physical Address: 614 Fa	ıntasy Lar	ne	City, State, Zip: Montgo	mery, TX 77356	
Mailing Address (if different	i):		City, State, Zip:		
Applicant's years of experie	ence in this b	usiness: 0	How long has his business I Montgomery?	oeen located in	
Do you own or lease this fa	cility?	If leased, please pro	ovide owner information and	a copy of lease agreement.	
☑ OWN ☐ LEA	SE	Owner Name:		Owner Phone:	
Provide a detailed description	n of the prop	oosed project as "Exh	ibit A" attached		
What is the estimated total of (Include supporting information			bit B" attached)	\$ 876,374	
How much funding are you r (Typical grants are awarded				\$ 38,700	
Are you requesting a (Please provide addit			on this project? request as "Exhibit C")	\$	
When will this project begin	Q4 of 20	116	What is the estimated completion date? Q1 of 2017		
Attach all drawings of planne	ed improvem	ents as "Exhibit D"			
Include a description of expe	ected comme	ercial revitalization im	pact & sales tax revenue imp	oact as "Exhibit E"	
If this project will employ Mo	ontgomery ve	endors, please supply	details as "Exhibit F"		
Applicant's Signature: Title: Owner					
		Date	11/11/16		
OFFICE USE: Date Application Received:	Date Prese	nted to Board:	APPROVED	Declined	
Performance Agreement Received:	Project Con	npletion Date:	Funding Date:	Check Number:	

Montgomery Economic Development Corporation Grant PERFORMANCE AGREEMENT

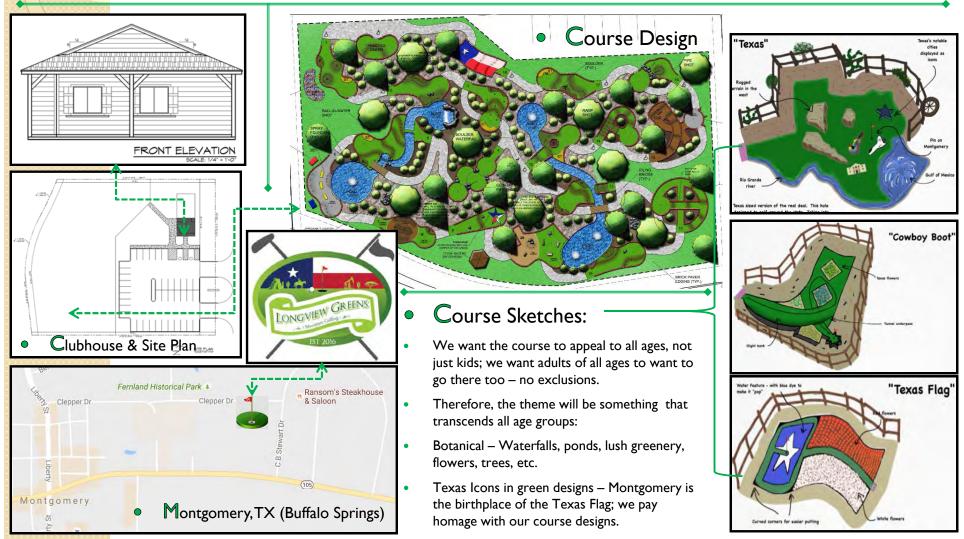
THIS PERFORMANCE AGREEMENT is made and entered into as of	_,(date) by and
between THE MONTGOMERY ECONOMIC DEVELOPMENT CORPORATION (MEDC) a	and
(Grant Awardee), whose busines	ss address is
In consideration of the mutual covenants herein contained and, intending to be legally bound h	ereby, the MEDC
and Grant Awardee agree as follows:	
 Grant Awardee will complete the grant application. MEDC will notify Grant Awardee by U.S. Mail. In the event that the property covered by the grant is leased, the Grant Awardee mu city with a letter of approval from the property owner for said improvements to con Grant Awardee must submit plans to city for proper approvals and proper city perm A proposed project must start after grant approval and be completed within six (6) to date of this agreement or according to the terms of this agreement. When the project is complete, the Grant Awardee must request the MEDC to verify costs. Grant Awardee must agree to maintain said enhancements/improvements for a period less than twelve (12) months. 	nmence. iits. months of the completion and
 8. Upon notification by staff that the project has been completed and a satisfactory Per Agreement has been executed by both parties, the MEDC will transfer awarded fun Awardee for reimbursement of costs up to the awarded amount at the specified mate. 9. Only costs from a vendor for purchased labor or materials will be recognized for materials for the applicant's employee labor or in-stock materials are not eligible for recommendate. 10. MEDC may, at its sole discretion, extend the period of performance. 11. The MEDC Representative will verify start of work and completion of work. 12. No grant reimbursement funds will be paid until the project is complete. Cost incurdate of the grant approval may not be recognized for matching funds. 	ds to the Grant ching ratio. atching funds. imbursement.
Date of Completion. The date of completion of the project is established as	·
Payment . At completion of project MEDC agrees to make the following payment in U.S. fund Awardee, provided Grant Awardee complies with all of the covenants and stipulations contained Agreement.	
A set fee of up to	
Grant Awardee	

MEDC President

Longview Greens Miniature Golfing

ason.long@commscope.com / 815.514.0420

• Longview Greens (LG) is a proposed miniature golf course development, to be built in Montgomery, TX. LG would be designed, built, maintained and presented to our customers as a premium miniature golfing experience for all ages to enjoy. Unlike other family entertainment centers that attempt to mix other family entertainment angles (e.g. batting cages, arcades, go-karts, etc.), this venue will have a laser sharp focus on one thing and do it very, very well: offer our customers the highest quality miniature golfing experience for miles and miles around.



Line Item Description	"Need	" Amount	Comment
Construction Costs (Civil Engineering Firm L^2 Was Hired For Analysis)			
6" Stabilization	Ś	7,705.00	ADA Standards Met for Handicapped Parking (Paved), but Crushed Rock For Remainder
Lime for Use in Stabilization		8,200.00	ADA Standards Met for Handicapped Parking (Paved), but Crushed Rock For Remainder
Fly-ash for Use in Stabilization		3,885.00	ADA Standards Met for Handicapped Parking (Paved), but Crushed Rock For Remainder
8" Crushed Limestone (TXDOT Standards)		17,432.00	ADA Standards Met for Handicapped Parking (Paved), but Crushed Rock For Remainder
2" Type D HMAC Pavement (Ashphalt Driveway)		- 1	Instead of Asphalt (Want), a Crushed Rock Driveway Will Be Utilized (Need)
Driveway Contingency	1.0	6,722.20	Limestone & Grading 10% Safety Margin
2' Fill Under Building Pad	177	1,500.00	Earthwork
Clear and Strip Organics (Average of 6" Depth)		3,527.50	Earthwork
Grading of Onsite Drainage Ditches		5,000.00	Earthwork
Earthwork Contingency		1,505.50	Earthwork 10% Safety Margin
Waterline Tap & Meter Box (Cost + 200%)		2,500.00	Utilities
1.5" Water Service Lead		1,000.00	Utilities
6" SDR-26 Class 150 PVC Gravity Sanitary Sewer		1,200.00	Utilities
Sanitary Sewer Tap		12,500.00	Utilities
Utilities Contingency		2,720.00	Utilities 10% Safety Margin
Implement Stormwater Pollution Prevention Plan	100	2,500.00	SWPPP
Silt Fence		1,750.00	SWPPP
12" - 18" Buried Rip Rap	\$	1,625.00	SWPPP
Hydromulch	\$	1,250.00	SWPPP
Stabalized Construction Entrance	\$	1,400.00	SWPPP
SWPP Contingency	4	852.50	SWPPP 10% Safety Margin
Civil Engineering Fees (Drawings, etc.)	\$	9,300.00	Completed by L^2 for Civil Work
Soil Study (For Foundation)	\$	950.00	Civil cost
Foundation Design	\$	350.00	Needs soil study for this to be completed
Electrical Connection	\$ 1	10,000.00	Electrical
Survey	\$	3,000.00	Civil Engineering Firm Responsbility
Permit Fees / Inspection	\$	1,500.00	Civil Engineering Firm Responsbility
Lighting	\$ 4	17,500.00	Electrical Subcontractor Responsbility
Landscaping	\$	3,000.00	Variable Budget In Terms of Future Areas To Water/Landscaping
Sprinkler System	i		Variable Budget In Terms of Future Areas To Water/Landscaping
Sidewalks (Outside of Course)	\$ 2	2,500.00	Cement GC Firm Responsbility; Variable Budget
Security Fencing Around Course Only			Black Metal Fencing Preferred (Want)
lubhouse (Customer Restrooms + Office):	\$ 5	50,000.00	GC / Construction Crew
and Purchase:	\$ 32	20,000.00	Land purchased with bank loan or owner financed through LeFevre's
olf Course Design Implementation (Harris Corporation):	\$ 25	50,000.00	Includes cement, sidewalks, carpet greens, holes, pins, water features/pumps, boulders, brick edging
Vorking Capital:	\$ 1	15,000.00	~3 Months of Working Capital; Monthly Costs Approximate: \$16,305/Month
Safety Margin for Extra Expenses:	\$ 1	18,500.00	Safety Margin for weather setbacks, added civil tasks, etc.

Long Miniature Golf

Job No. F00033 L Squared Engineering Prepared By: Jonathan White May 3, 2016



No. Item Description	Qty	Unit	Uı	nit Cost	Line Item Cos
A. Paving and Grading					
1 6" Stabilization including mixing, manipulation, compaction and fine grading					
(lime, fly-ash, or other mixing agent material by separate item).	2371		\$	3.25	\$7,705.7
2 Lime for use in stabilization.	41	TON	\$	200.00	\$8,200.0
3 Fly-ash for use in stabilization.	21	TON	\$	185.00	\$3,885.0
4 8" Crushed Limestone or Concrete Flexible Base per TXDOT standards					
including, complete in place with all joints, seals, and miscellaneous					
appurtenances.	2156	SY	\$	22.00	\$47,432.0
5 2" Type D HMAC Pavement per TXDOT standards including prime coat,					
complete in place with all joints, seals, and miscellaneous appurtenances.	2156	SY	\$	16.00	\$34,496.0
6 Paving Contingency	10	%			\$10,171.8
			Suk	total:	\$111,890.6
B. Earthwork					
1 Import additional select fill to install pavement building pads at grades					
indicated including transitional grading and curb backfill, and compaction.					
Select fill to meet requirements of geotechnical report. (assume 2' fill under					
building pad)	250	CY		12	\$3,000.0
2 Clear and strip organics, average 6" depth, for preparation of earthwork, haul					
off all organics. Certain specimen trees will be saved.	0.83	AC		8500	\$7,055.0
3 Grading of on site drainage ditches		LS		5000	\$5,000.0
4 Earthwork Contingency	10	%			\$1,505.5
<u> </u>		•	Suk	total:	\$16,560.5
					•
C. Utilities (Water and Sanitary Sewer Service)					
Waterline service lead tap and meter box, to be made by the city at owners					
expense at cost plus 200%. This includes tap, bore and jack under Clepper,					
setting of meter box, piping, bedding, backfill, bends, fittings and all other					
1 necessary appurtenances.	1	LS		12500	\$12,500.0
1.5" water service lead, including bedding, backfill, bends, fitting and any					
2 other miscellaneous appurtenances.	40	LF		25	\$1,000.0
6" SDR-26 Class 150PVC Gravity Sanitary Sewer, all depths, complete in place					
with all excavation, bedding, backfill, bends, fittings and miscellaneous					
3 appurtenances.	40	LF		30	\$1,200.0
Sanitary sewer tap, to be made by the city at owners expense at cost plus					. ,
200% . This includes tap, bore and jack under Clepper, piping, bedding,					
4 backfill, bends, fittings and all other necessary appurtenances.	1	EA		12500	\$12,500.0
5 Utility Contingency		%			\$2,720.0
91	10	, 0			72,720.0

D. SWPPP				
1 Implement SWPPP in accordance with TCEQ requirements for projects more				
than 1 acre. Maintain all SWPPP features for duration of project and maintain				
TCEQ compliance.	1	LS	2500	\$2,500.00
3 Reinforced Silt Fence, per SWPPP plan sheet and as directed by Engineer,				
complete in place and maintain for the duration of the project.	500	LF	3.5	\$1,750.00
3 12"-18" buried rip rap, complete in place with all necessary appurtenances.	25	SY	65	\$1,625.00
4 Hyromulch all disturbed areas. Daily watering for 2 weeks. Water supplied by				
contractor.	0.5	Ac	2500	\$1,250.00
5 Stablized construction entrance, complete in place, to be maintained for the				
duration of the project.	0.5	LS	2800	\$1,400.00
5 SWPPP Contingency	10	%		\$852.50
			Subtotal:	\$9,377.50

Total Construction Cost \$167,748.63

Engineering Fees: \$15,000.00

Surveying: \$3,000.00

Permit Fees/Inspections: \$1,500.00
Geotechnical Fees: \$5,000.00

Total Developmnet Cost: \$192,248.63

^{**}Note: Costs do not include landscaping, signage, buildings, dry utilities, fees, architect, building appurtenances, and items not specifically listed.

Alt 1. Paving and Grading (Crushed Rock)					
1 6" Stabilization including mixing, manipulation, compaction and fine grading					
(lime, fly-ash, or other mixing agent material by separate item).	2371	SY	\$	3.25	\$7,705.75
2 Lime for use in stabilization.	41	TON	\$	200.00	\$8,200.00
3 Fly-ash for use in stabilization.	21	TON	\$	185.00	\$3,885.00
4 8" Crushed Limestone or Concrete Flexible Base per TXDOT standards					
including, complete in place with all joints, seals, and miscellaneous					
appurtenances.	2156	SY	\$	22.00	\$47,432.00
5 Paving Contingency	10	%			\$6,722.28
	-	-	Suk	total:	\$73,945.03

Alt 2. Paving and Grading (Concrete)					
1 6" Stabilization including mixing, manipulation, compaction and fine grading					
(lime, fly-ash, or other mixing agent material by separate item).	2371	SY	\$	3.25	\$7,705.75
2 Lime for use in stabilization.	41	TON	\$	200.00	\$8,200.00
3 Fly-ash for use in stabilization.	21	TON	\$	185.00	\$3,885.00
4 6" concrete pavement, complete in place with all joints, seals, and					
miscellaneous appurtenances.	2156	SY	\$	55.00	\$118,580.00
5 Paving Contingency	10	%			\$13,837.08
<u> </u>			Sul	htotal:	\$152,207,83



November 11th, 2016

To whom this may concern,

Greetings. On August 8th, 2015, my wife and I started a long journey to see what it would take to bring a miniature golfing course to Montgomery, TX. It's just been the two of us. No outside investors. No franchising. None of that. We wanted to do this by ourselves because we believed in. We know it can work and would be a solid business, but also be a benefit to the community.

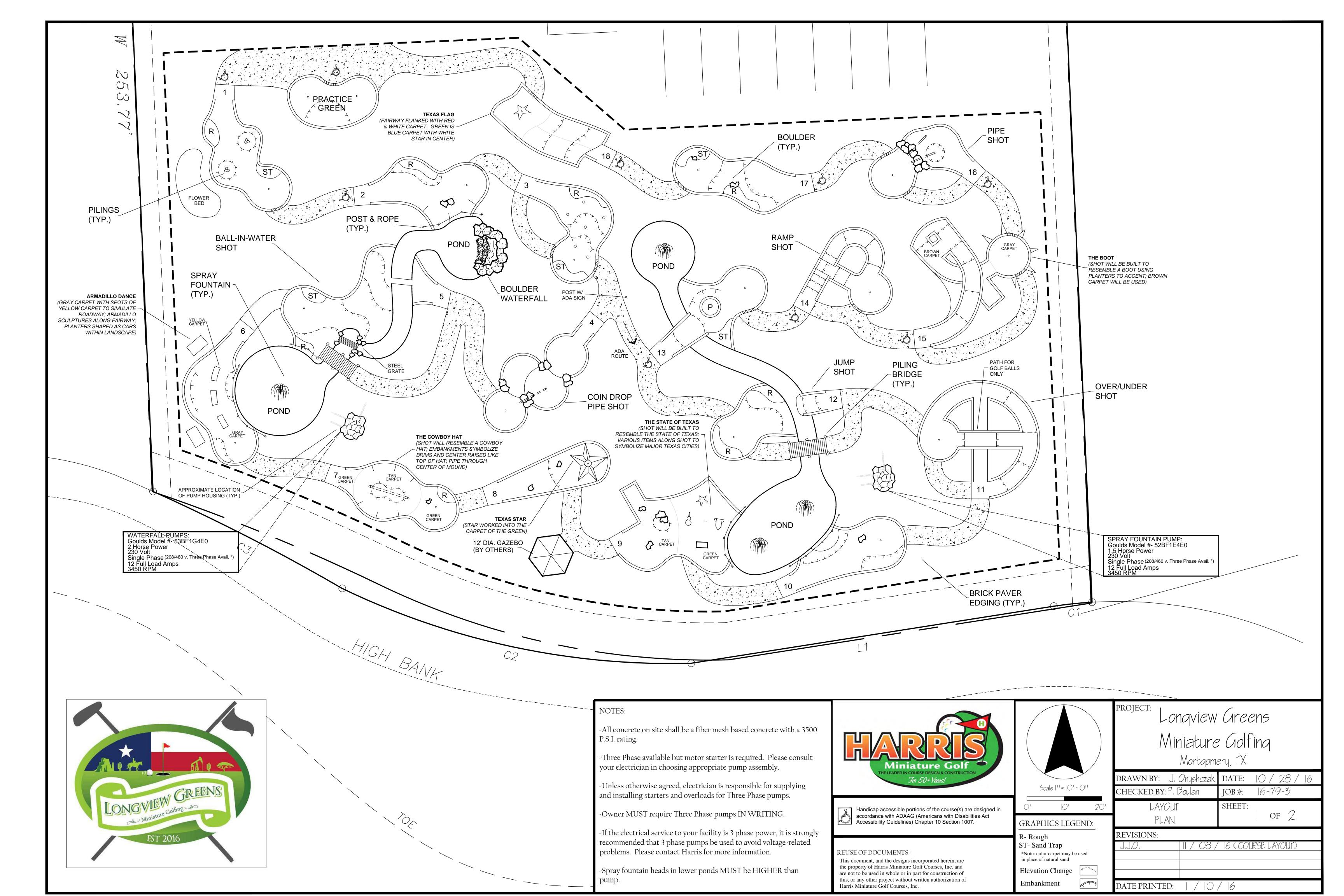
During that process, we have talked to (20) different banks – with one bank still currently evaluating the loan request. Twenty. I'm half tempted to type each and every one of them on right here as it feels therapeutic, in a way, to vent about all of those banking frustrations. We've made SBA loan requests and have had rejections every step of the way. Several thought we needed more money down, additional liquidity, etc. Some of these bankers were more idealistic and thought that we needed to have more "stuff" (like go karts, batting cages and the like). Some of them thought we needed more "miniature golfing managerial experience". And several of them didn't understand why we wanted to choose little ol' Montgomery to plant this business. Now, as residents of Montgomery – my wife and I live in Cap Conroe – we knew what they didn't. That Montgomery held promise. It held potential. Like other residents around here, we knew this area was perfect for this type of business.

With all these banking failures in mind, we knew we had to secure some additional capital to get this off the ground. So, I flew up to Pennsylvania to visit with my parents and pitch them on the idea. Now, I have talked with them in the past about this dream of ours, but I wanted to walk them through the whole concept from its birth to where it stands right now. To give this business life, it needed help getting off the ground. Graciously, they offered to help with what they could.

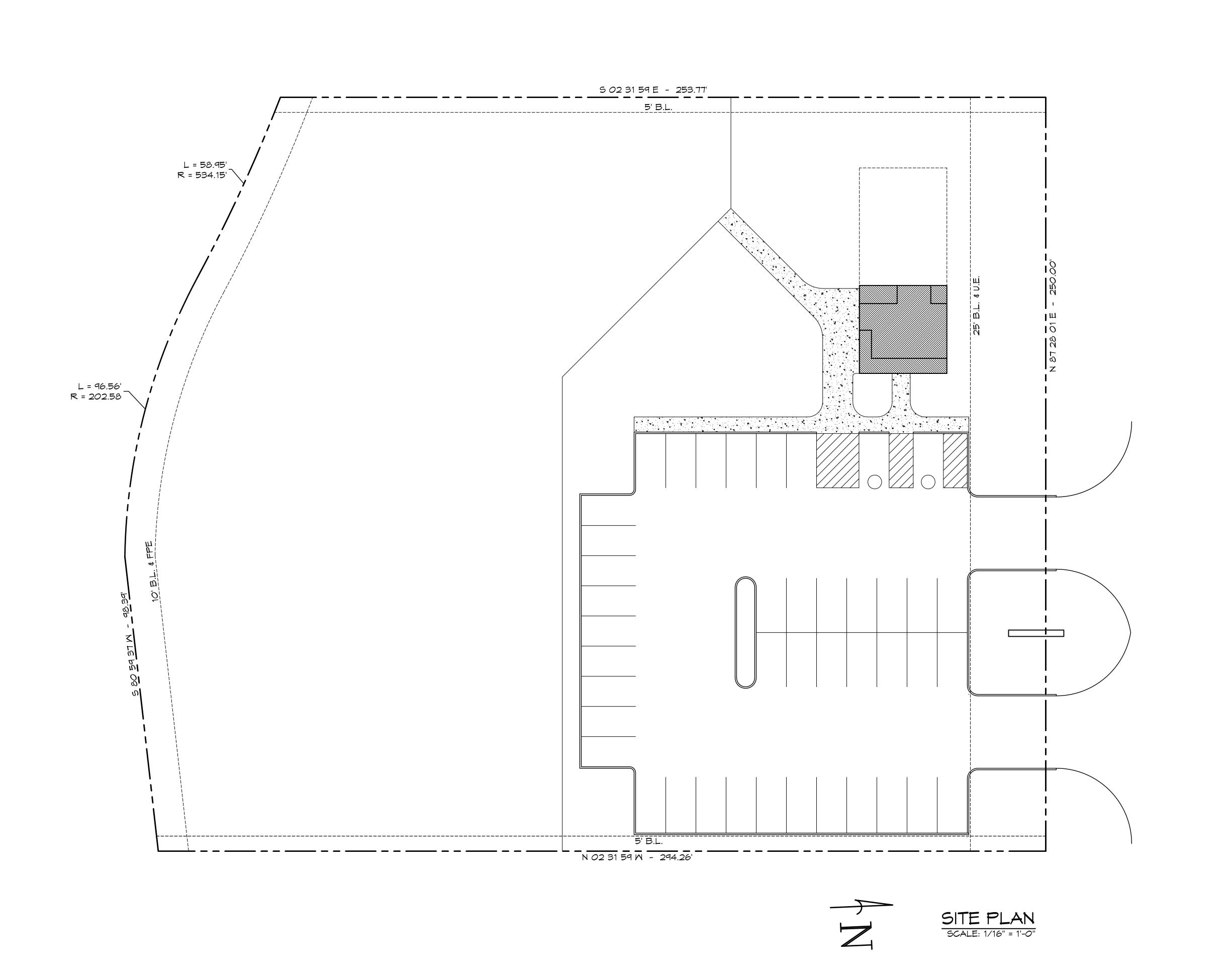
Between their contribution and what my wife and I have saved up, we can cover a big chunk of it, but will still have to take out a smaller personal loan and have a few of the payee's to make a couple payment concessions.

That said any contribution that the City of Montgomery could make to help us with this, would be greatly, greatly appreciated as we have done everything we can to get this off ground, financially speaking.

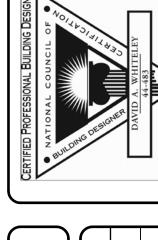
Regards,
Jason & Julie Long







FINE HOME DESIGN
& CONSULTING



/EN GREENS

REVISIONS

DATE REVISIO

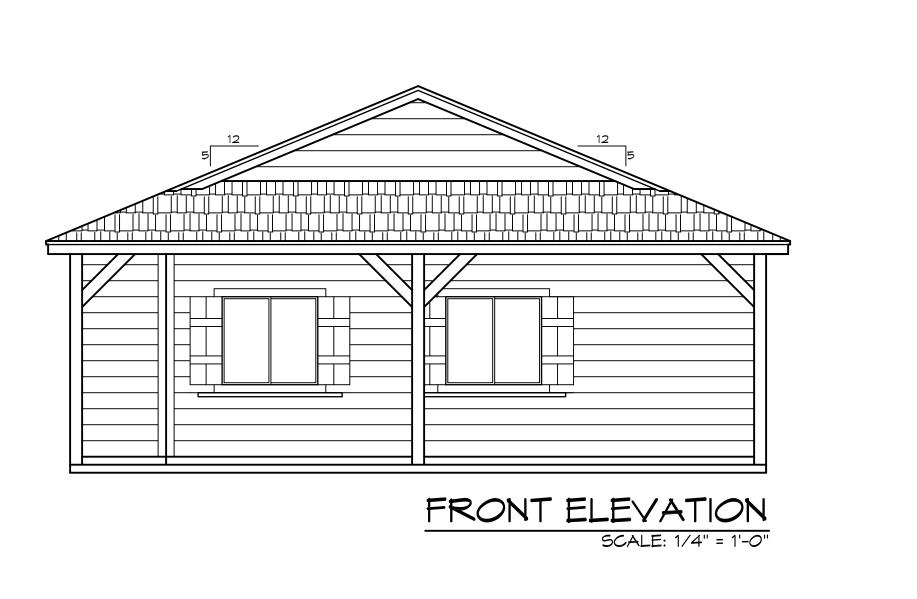
RUN
TRICTED RESERVE "B"

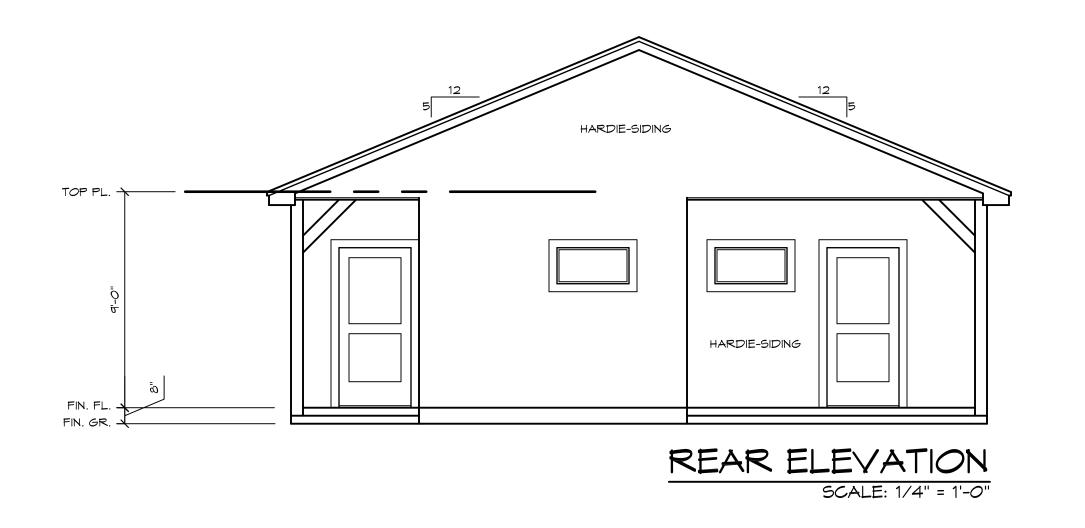
N. PLAN: 16-556-C

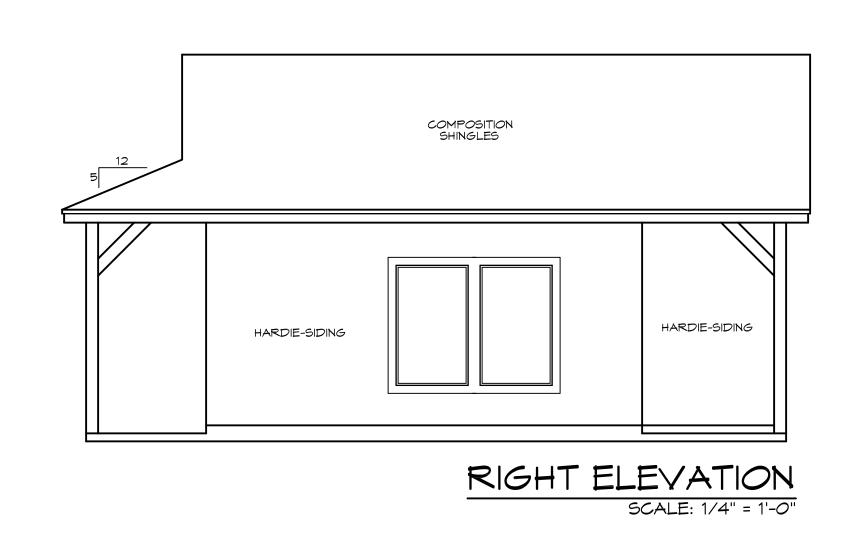
DATE: NOV 11, 2016

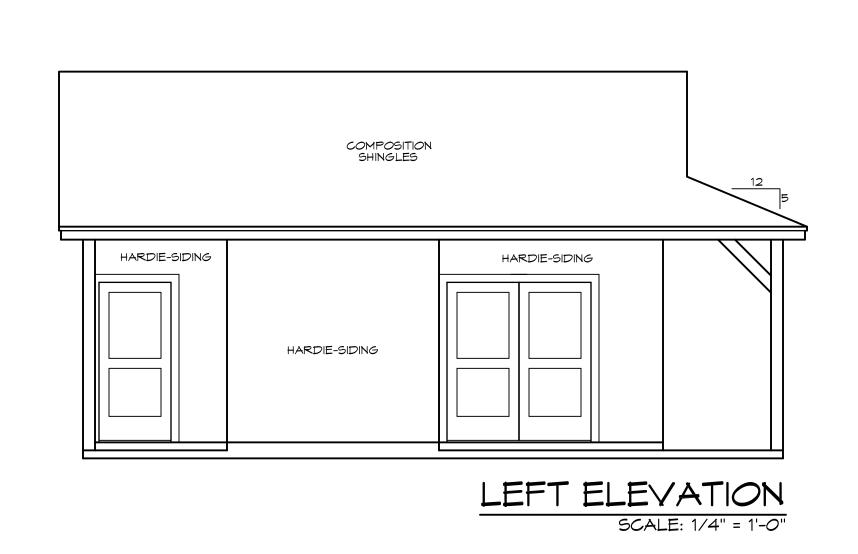
LEGAL DESCRIPTION
BUFFALO RUN
SECT 1, RESTRICTED RESE

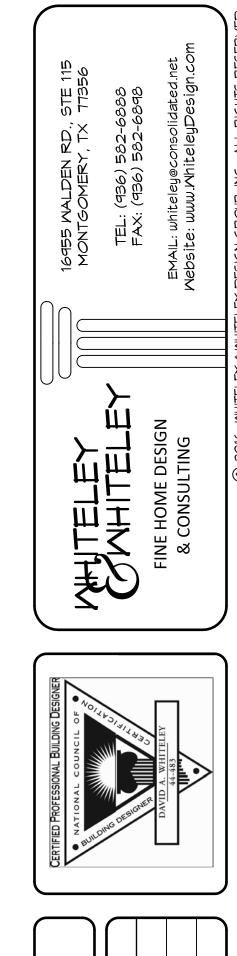
SHEET

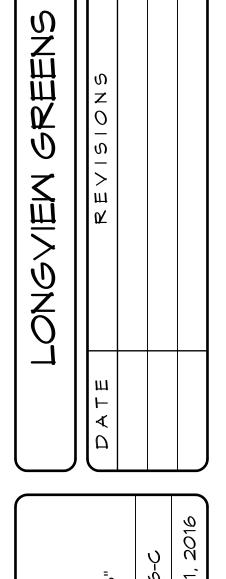




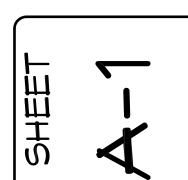


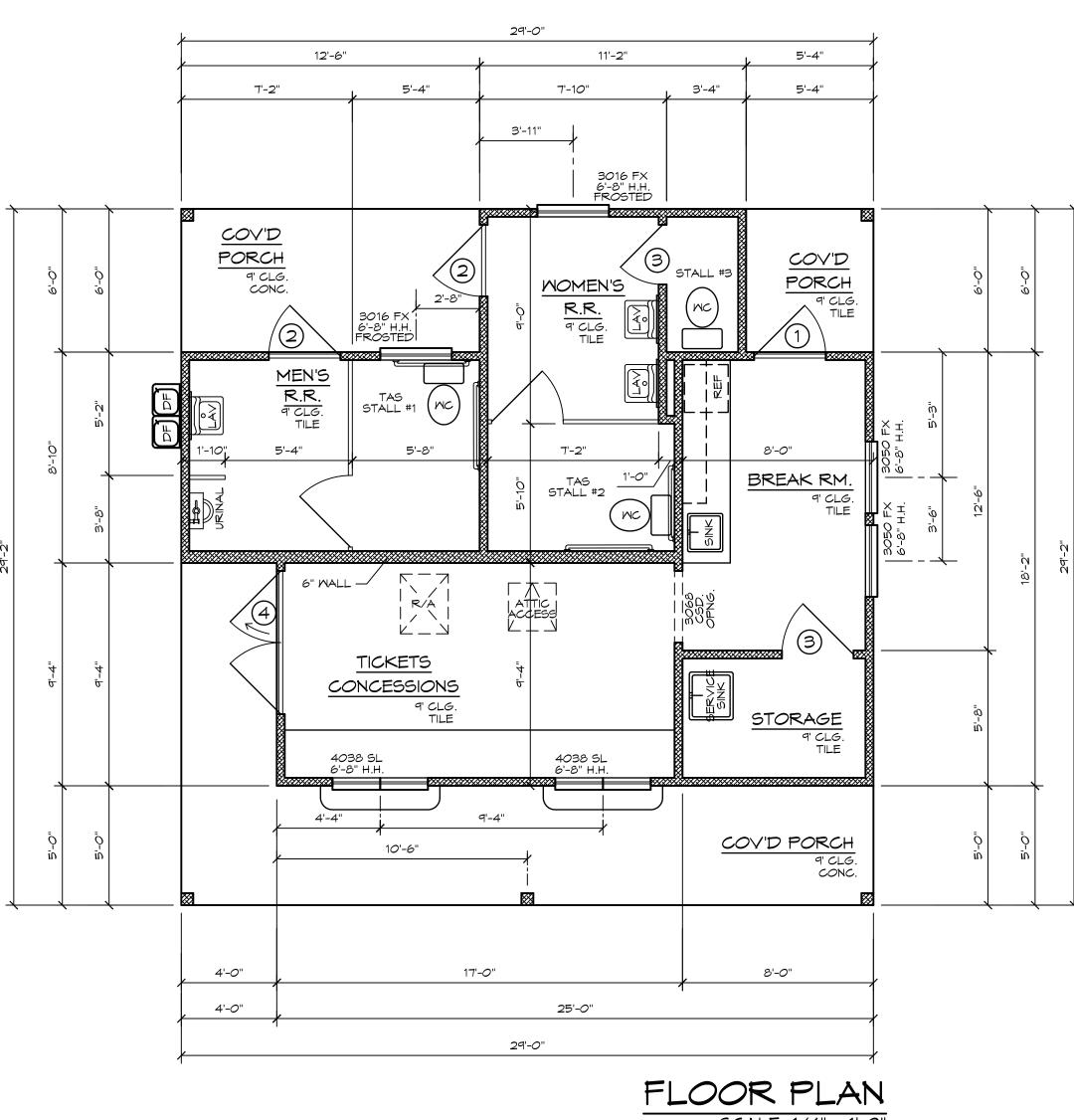






LEGAL DESCRIPTION: BUFFALO RUN SECT 1, RESTRICTED RESERVE "B'	TED RESERVE "B' PLAN: 16-556
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CODE INFORMATION

PROJECT DESCRIPTION: NEW CONSTRUCTION - OFFICE SPACE

USE GROUP CLASSIFICATION: 'B' - BUSINESS

OCCUPANCY LOAD CAPACITY: BUSINESS AREA (556 S.F.) X 1 PERSON/100 S.F. = 6 PERSONS

CONSTRUCTION TYPE: SINGLE STORY BUILDING - TYPE V-B

APPLICABLE CODES: G.C. WILL BE TOTALLY RESPONSIBLE FOR COMPLIANCE WITH APPLICABLE CODES, ORDINANCES AND BUILDING CLASSIFICATIONS FOR HIS SPECIFIED TYPE. CONSTRUCTION MEANS, METHODS, TECHNIQUES AND PROCEDURES WILL COMPLY WITH REGULATORY AGENCIES AND UTILITY AGENCIES HAVING JURISDICTION FOR THE CITY OF CONROE. ALL PLANS AND SPECIFICATIONS FOR CONSTRUCTION SHALL CONFORM TO ALL APPLICABLE CODES AND BE CERTIFIED IN ACCORDANCE WITH THE STATE OF TEXAS LAWS GOVERNING THE PRACTICE OF ARCHITECTURE AND ENGINEERING. THE CURRENT CODES ARE LISTED BELOW:

2015 INTERNATIONAL BUILDING CODE

2010 NATIONAL ELECTRIC CODE

2015 INTERNATIONAL PLUMBING CODE

2015 INTERNATIONAL MECHANICAL CODE

2015 INTERNATIONAL FIRE CODE

2015 INTERNATIONAL ENERGY EFFICIENCY CODE

2012 TEXAS ACCESSIBILITY STANDARD

AREAS

AIR COND. SPACE 556 SQ.FT. PORCHES 289 SQ.FT. TOTAL 845 SQ.FT.

GENERAL NOTES

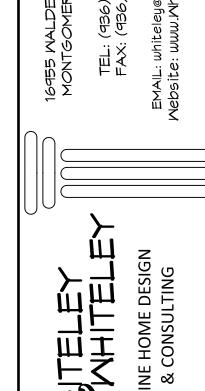
- 1. RESTROOMS SHALL HAVE EXHAUST FANS OR WINDOWS WITH A MINIMUM OPENABLE AREA OF 3.0 SQ.FT.
- 2. GYPSUM BOARD INSTALLED IN ALL WET AREAS SHALL BE TYPE W.R., ALSO KNOWN AS "GREENBOARD."
- 3. INSTALL 5/8" GYPSUM BOARD THROUGHOUT.
- 4. WRITTEN DIMENSIONS AND SPECIFICATIONS SHALL PREVAIL OVER SCALED DIMENSIONS AND VISUAL APPEARANCES.

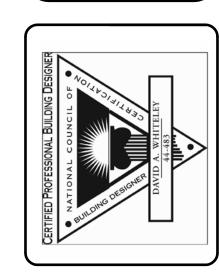
GENERAL FRAMING NOTES:

- 1. PROVIDE 2X6 COLLAR TIES 1/3 OF THE DISTANCE DOWN FROM THE RIDGE BOARD OR BEAM SPACE, AT 2'-8" O.C. FOR RAFTERS SPACED AT 16" O.C.
- 2. PROVIDE DOUBLE JOIST (MINIMUM) UNDER PARALLEL WALLS ABOVE, WHERE WALLS ARE PARALLEL TO THE FLOOR JOISTS.
- 3. MULTIPLE JOISTS SHALL BE GLUED AND NAILED AT 12" O.C. THERE SHALL BE NO SPLICES IN MULTIPLE JOISTS.
- 4. ALL RAFTERS SHALL BE NAILED TO CEILING JOISTS OR RAFTER TIES BELOW. INSURE CONTINUITY OF JOIST FROM ONE SIDE OF THE ROOF TO THE OTHER.
- 5. ALL MOOD IN CONTACT WITH CONCRETE OR EXPOSED TO WEATHER SHALL BE TREATED LUMBER.
- 6. PROVIDE 2-2X12 HEADERS AT ALL FIRST FLOOR OPENINGS.
- 7. PROVIDE DOUBLE MEMBER FRAMING (MINIMUM) AROUND CHIMNEYS, SKYLIGHTS, DORMERS, OR ANY MAJOR ROOF OPENING.
- 8. ALL PERIMETER PONY WALLS TO THE ROOF MUST BE BRACED AT THE TOP TO THE CEILING JOIST OR BLOCKING. STRAPPING MUST BE USED TO ATTACH PERIMETER PONY WALLS TO THE STUDS BELOW.

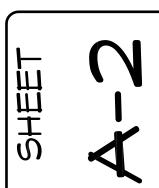
	D	0	0	R	S	C	H	E	D	U	L	E	
MK	SIZE	QTY					DES	CRIPT	ION				
	3068	1			EXTER	RIOR, F	FIBER	SLASS	5, INSU	LATE	フ, LH*		
2	3068	2			EXTER	RIOR, F	FIBER	SLASS	5, INSU	LATE), RH*	€	
3	3068	2			IN	TERIOF	2, SOL	ID CC	RE, FL	_USH, i	? H		
4	6068			L	BL. EXT	ERIOR	, FIBE	RGLAS	55, INS	BUL., R	H AC	TIVE	7

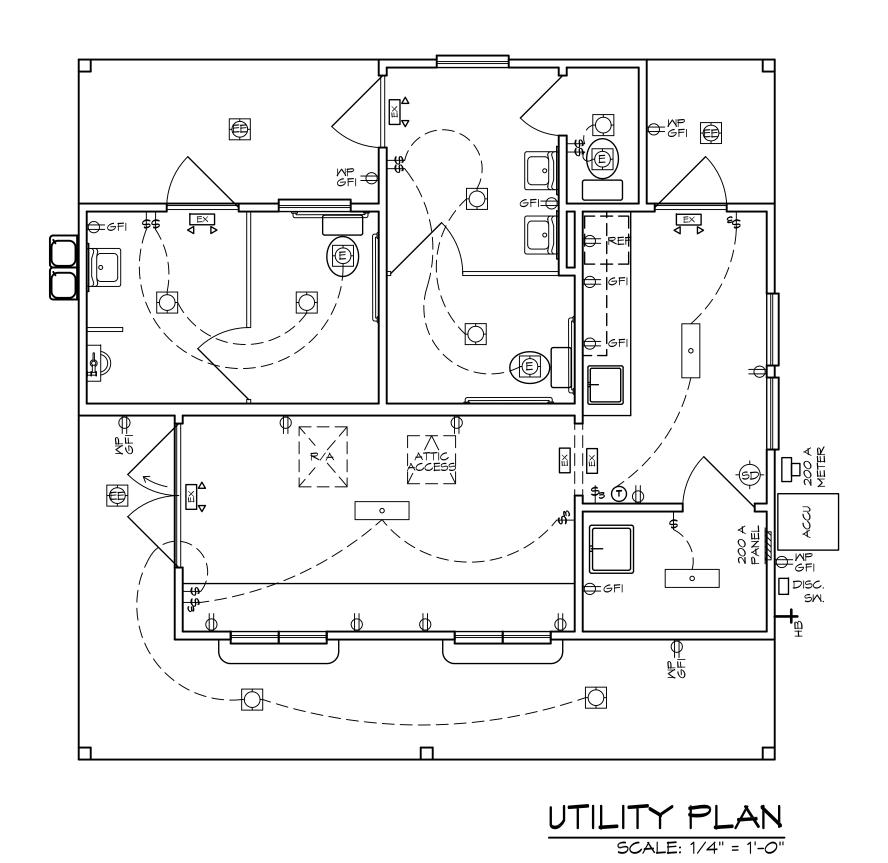
^{*}ALL EXTERIOR DOORS SHALL BE INSTALLED W/ TAS COMPLIANT THRESHHOLDS.





ONGVIEM GREENS	REVISIONS		
-	DATE		



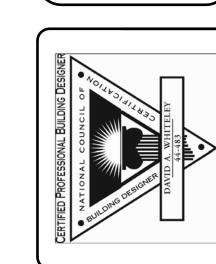


<u>LEGEND</u>

E M 4 △	EMERGENCY LIGHTING	Ф	DUPLEX RECEPTACLE	\$	SINGLE POLE SWITCH	Ŧ	THERMOSTAT
EX	EXIT LI GH T	#	GUADRUPLEX RECEPTACLE	\$3	3-WAY SWITCH	C 5	CAT-5 JACK
EX D	EXIT LIGHT w/ EM. LTG.		WATERPROOF RECEPTAGLE	\$4	4-MAY SWITCH	(4)	SMOKE DETECTOR
\bigcirc	RECESSED OUTLET	Ф	FLOOR RECEPTACLE	\$	DIMMER SWITCH		
	EGRESS LIGHTING		220 VOLT RECEPTACLE	7////	ELECTRICAL PANEL BOX		
	EXHAUST FAN	\$	SPLIT RECEPTACLE	cx	COAXIAL CABLE	CEILING	FAN W LIGHT
	0	FLUORE	SCENT LIGHT	□al	DOOR CHIMES		
	<u> </u>		SCENT LIGHT CESSED	•	PUSH BUTTON	CEILING FAN	

ELECTRICAL NOTES:

- OWNER TO VERIFY AND APPROVE LOCATION OF ALL LIGHT FIXTURES AND RECEPTACLES PRIOR TO RUNNING MIRES.
- 2. ALL WIRING SHALL CONFORM TO NATIONAL ELECTRICAL CODE, 2010 EDITION (NEC 2010).

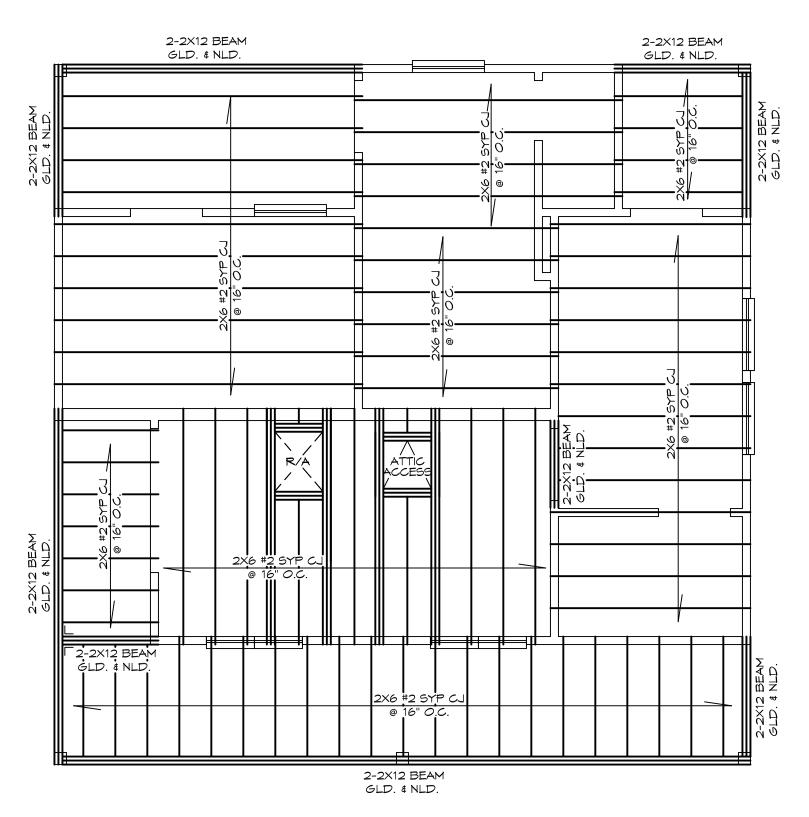


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O RESERVE "B"	PLAN: 16-556-C	
FFALO RUN T 1, RESTRICTED RESERVE "B"	NBY: D.M.	





CEILING JOIST PLAN
SCALE: 1/4" = 1'-0"

MAXIMUM CEILING JOIST SPANS (UNINHABITABLE ATTICS WITH LIMITED STORAGE, LIVE LOAD = 20 PSF)									
		DEAD LOAD = 10 PSF							
SPACING	SPECIES & GRADE	2X4	2X6	2X8	2X10				
12"	#2 SYP	9'-10"	15'-6"	20'-1"	23'-11"				
12	#3 SYP	8'-2"	12'-0"	15'-4"	18'-1"				
16"	#2 SYP	8'-11"	13'-6"	17'-5"	20'-9"				
	#3 SYP	7'-1"	10'-5"	13'-3"	15'-8"				

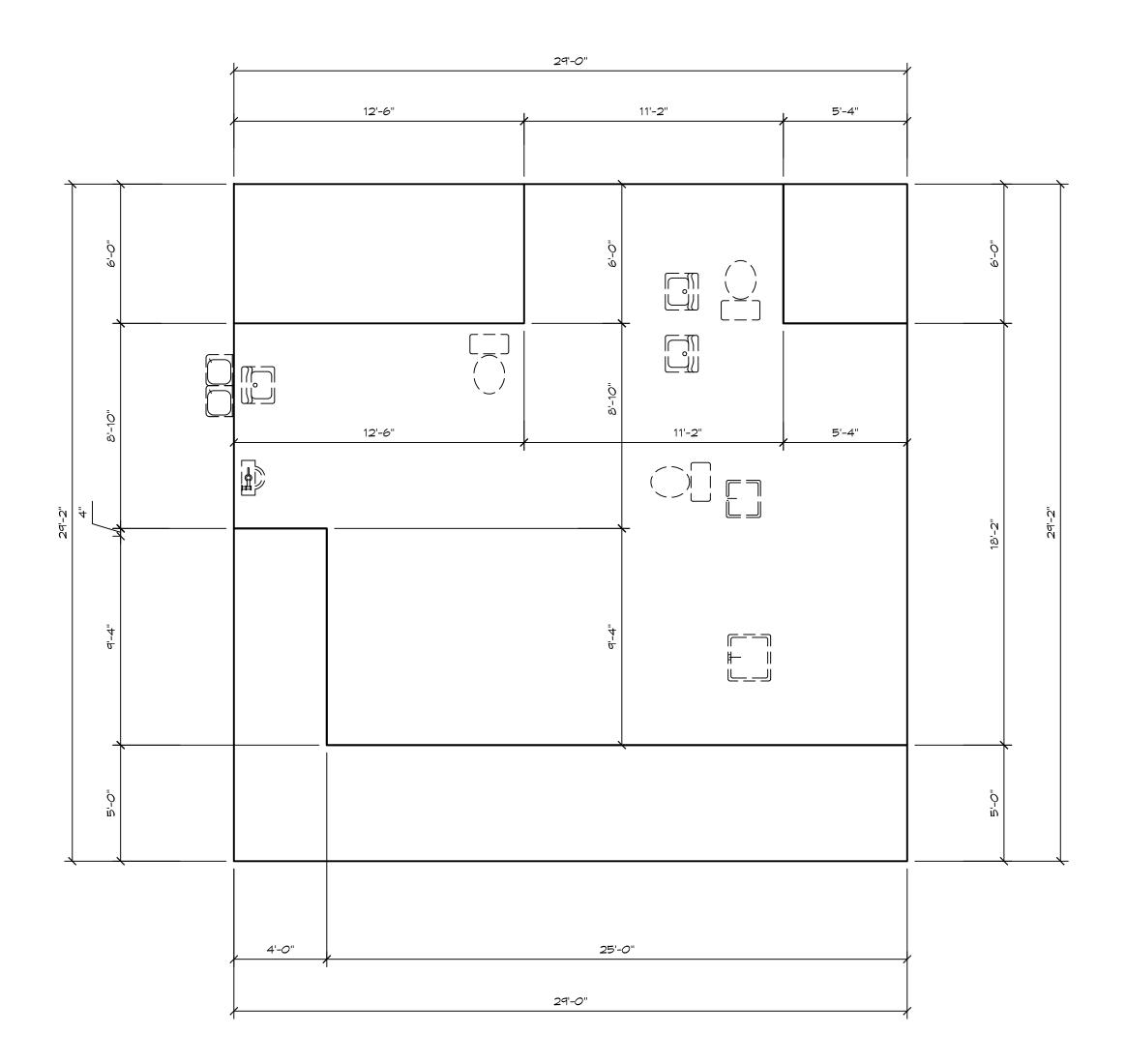
SOURCE: IRC 2015, TABLE R802.4.(2)

	MAXIMUM CEILING JOIST SPANS (UNINHABITABLE ATTICS WITHOUT STORAGE, LIVE LOAD = 10 PSF)								
			DE	AD LOA	D = 5 P	SF			
	SPACING	SPECIES & GRADE	2X4	2X6	2X8	2X10			
	12"	#2 SYP	12'-5"	19'-6"	25'-8"	> 26'			
	12	#3 SYP	11'-6"	17'-0"	21'-8"	25'-7"			
	16"	#2 SYP	11'-3"	17'-8"	23'-4"	> 26'			
		#3 SYP	10'-0"	14'-9"	18'-9"	22'-2"			

SOURCE: IRC 2015, TABLE R802.4.(1)

CEILING JOIST NOTES:

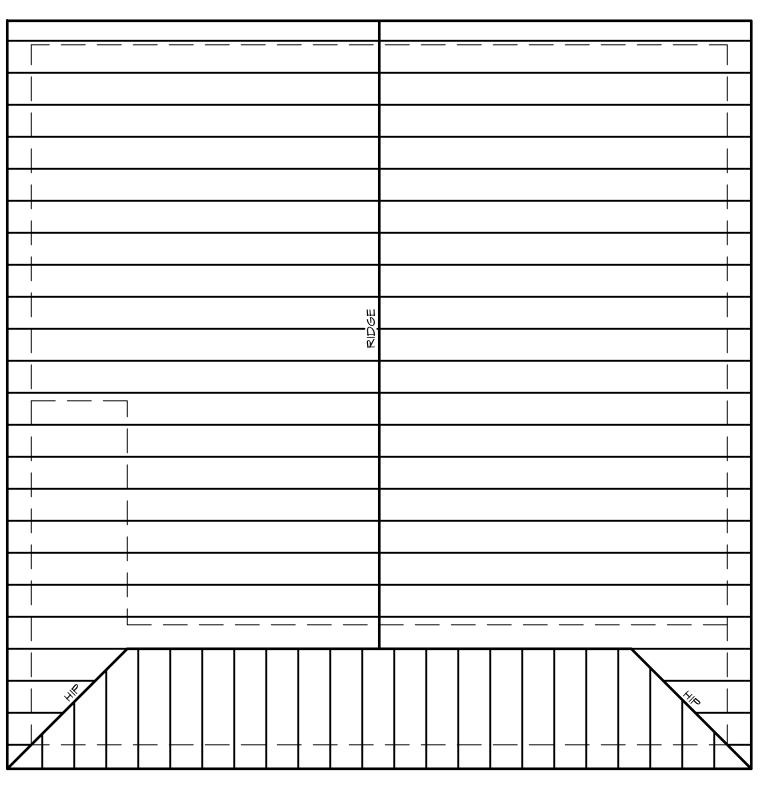
- 1. SUPERSTRUCTURE CONSTRUCTION SHALL COMPLY WITH THE 2015 INTERNATIONAL RESIDENTIAL CODE (IRC 2015).
- 2. CEILING JOIST STRUCTURAL DESIGN SHALL BE BASED ON A 20 PSF LIVE LOAD AND 10 PSF DEAD LOAD.
- 3. SIZE AND NUMBER OF FASTENERS CONNECTING MOOD STRUCTURAL MEMBERS SHALL BE IN ACCODANCE WITH IRC 2015 TABLE R602.3.1(1).
- 4. CEILING JOIST SIZES AND SPANS SHALL BE IN ACCORDANCE WITH IRC 2015 TABLES R802.4(1) AND R802.4(2).



BUILDING OUTLINE PLAN

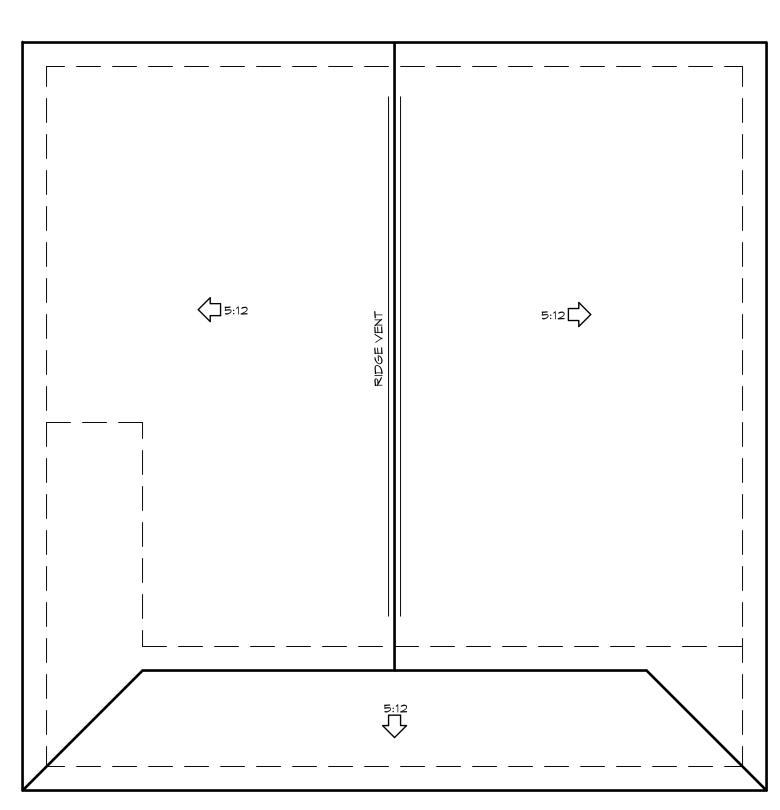
SCALE: 1/4" = 1'-0"

SHEET



RAFTER PLAN

SCALE: 1/4" = 1'-0"



ROOF PLAN

MAXIMUM RAFTER SPANS (CEILING NOT ATTACHED TO RAFTERS, LIVE LOAD = 20 PSF)											
DEAD LOAD = 10 PSF							DEAD !	_OAD = :	20 PSF		
SPACING	SPECIES & GRADE	2X4	2X6	2X8	2X10	2X12	2X4	2X6	2X8	2X10	2X12
12"	#2 SYP	10'-10"	17'-0"	22'-5"	> 26'	> 26'	10'-6"	15'-1"	19'-5"	23'-2"	> 26'
12	#3 SYP	9'-1"	13'-6"	17'-2"	20'-3"	24'-1"	7'-11"	11'-8"	14'-10"	17'-6"	20'-11"
16"	#2 SYP	9'-10"	15'-1"	19'-5"	23'-2"	> 26'	9'-1"	13'-0"	16'-10"	20'-1"	23'-7"
16"	#3 SYP	7'-11"	11'-8"	14'-10"	17'-6"	20'-11"	6'-10"	10'-1"	12'-10"	15'-2"	18'-1"

SOURCE: IRC 2016, TABLE R802.5.1(1)

	MAXIMUM RAFTER SPANS (CEILING ATTACHED TO RAFTERS, LIVE LOAD = 20 PSF)										
			DEAD !	LOAD =	10 PSF		DEAD LOAD = 20 PSF				
SPACING	SPECIES & GRADE	2X4	2X6	2X8	2X10	2X12	2X4	2X6	2X8	2X10	2X12
12"	#2 SYP	9'-10"	15'-6"	20'-5"	> 26'	> 26'	9'-10"	15'-1"	19'-5"	23'-2"	> 26'
12	#3 SYP	9'-1"	13'-6"	17'-2"	20'-3"	24'-1"	7'-11"	11'-8"	14'-10"	17'-6"	20'-11"
16"	#2 SYP	<i>8</i> '-11"	14'-1"	18'-6"	23'-2"	> 26'	8'-11"	13'-0"	16'-10"	20'-1"	23'-7"
16"	#3 SYP	7'-11"	11'-8"	14'-10"	17'-6"	20'-11"	6'-10"	10'-1"	12'-10"	15'-2"	18'-1"

SOURCE: IRC 2016, TABLE R802.5.1(2)

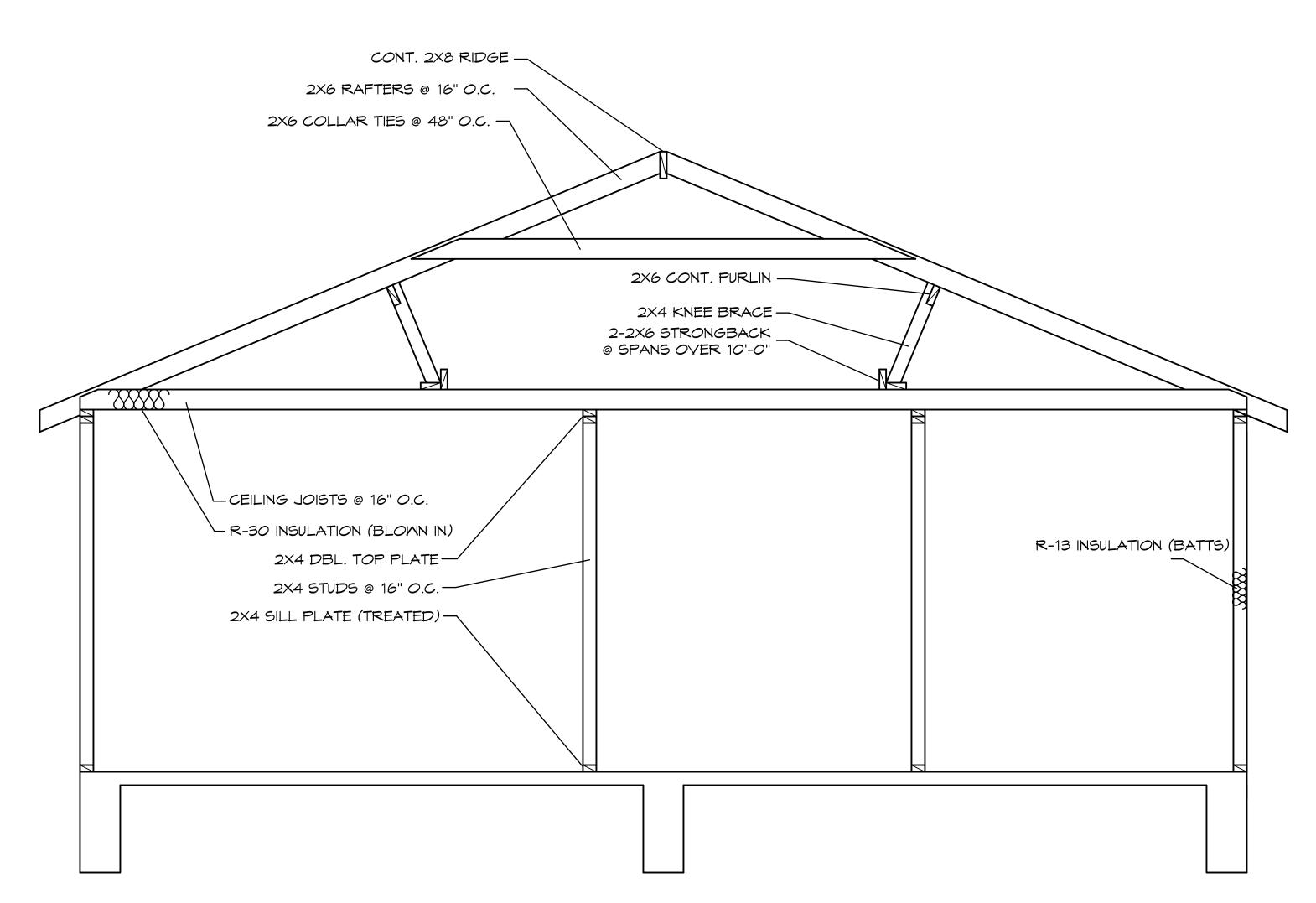
ROOF RAFTER NOTES:

- 1. SUPERSTRUCTURE CONSTRUCTION SHALL COMPLY WITH THE 2015 INTERNATIONAL RESIDENTIAL CODE (IRC 2015).
- 2. ROOF RAFTER STRUCTURAL DESIGN SHALL BE BASED ON A 20 PSF LIVE LOAD AND 10 PSF DEAD LOAD.
- 3. SIZE AND NUMBER OF FASTENERS CONNECTING WOOD STRUCTURAL MEMBERS SHALL BE IN ACCODANCE WITH IRC 2015 TABLE R602.3.1(1).
- 4. ROOF RAFTER SIZES AND SPANS SHALL BE IN ACCORDANCE WITH IRC 2015 TABLES R802.5.1(1) AND R802.5.1(2).
- 5. RAFTERS SHALL BE NAILED TO ADJACENT CEILING JOISTS TO FORM A CONTINUOUS TIE BETWEEN EXTERIOR WALLS WHEN CEILING JOISTS RUN PARALLEL TO RAFTERS. PROVIDE A 2X6 RAFTER TIE AT PLATES WHERE JOISTS RUN PERPENDICULAR TO RAFTERS.
- 6. ALL RAFTERS SHALL BE 2X6 #2 SYP (U.N.O.)
- 7. ALL RIDGES, HIPS, AND VALLEYS SHALL BE NOMINAL SIZE LARGER THAN THE ADJACENT RAFTER.

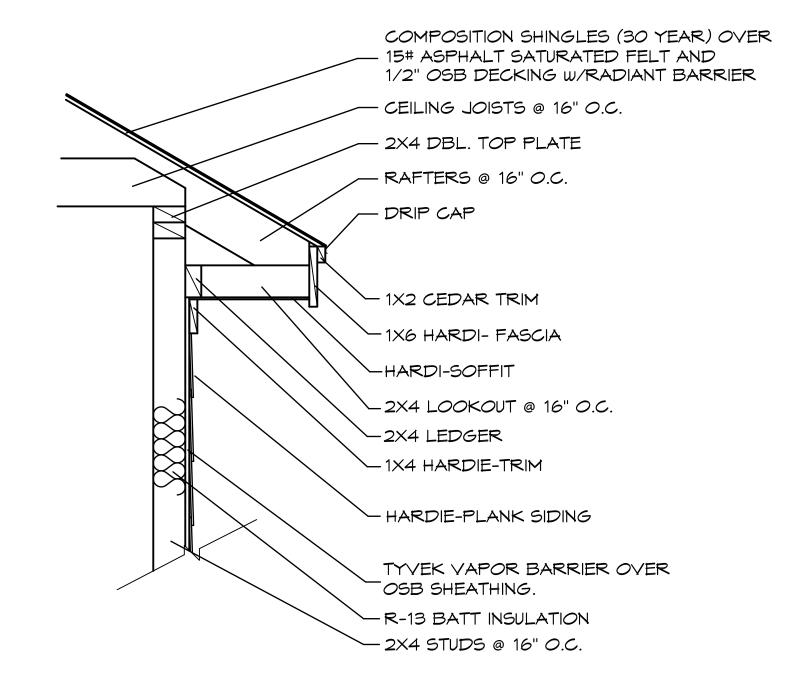
(CEILIN	MAXIMUM RAFTER SPANS (CEILING NOT ATTACHED TO RAFTERS, LIVE LOAD = 20 PSF)									
	DEAD LOAD = 10 PSF			DEAD LOAD = 20 PSF						
SPECIES & GRADE	2X4	2X6	2X8	2X10	2X12	2X4	2X6	2X8	2X10	2X12
#2 SYP	10'-10"	17'-0"	22'-5"	> 26'	> 26'	10'-6"	15'-1"	19'-5"	23'-2"	> 26'
#3 SYP	9'-1"	13'-6"	17'-2"	20'-3"	24'-1"	7'-11"	11'-8"	14'-10"	17'-6"	20'-11"
#2 SYP	9'-10"	15'-1"	19'-5"	23'-2"	> 26'	9'-1"	13'-0"	16'-10"	20'-1"	23'-7"
#3 SYP	7'-11"	11'-8"	14'-10"	17'-6"	20'-11"	6'-10"	10'-1"	12'-10"	15'-2"	18'-1"

GREENS LONGVIEW

SHEET

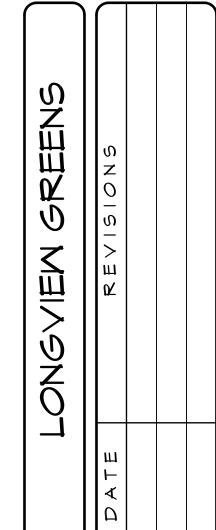


TYP. FRAMING CROSS SECTION SCALE: 1/2" = 1'-0"



TYP. MALL CROSS SECTION

SCALE: 1" = 1'-0"



RIPTION:

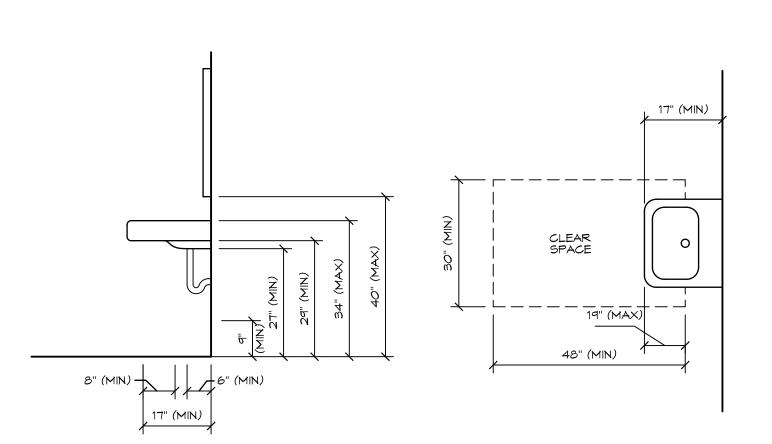
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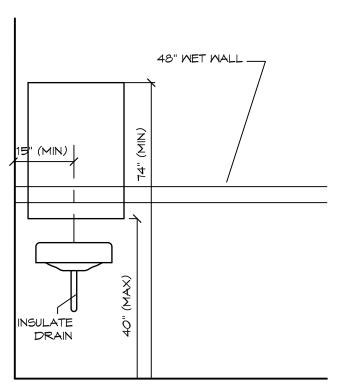
TED RESERVE "B"

PLAN: 16-556-C

BUFFALO RUN
SECT 1, RESTRICTED RESEIDRANN BY: D.W. PLAN:



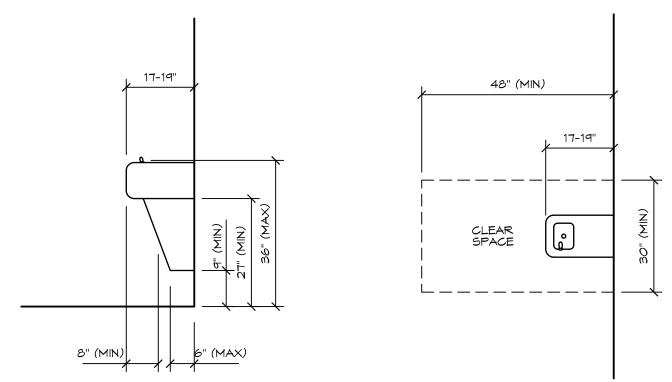


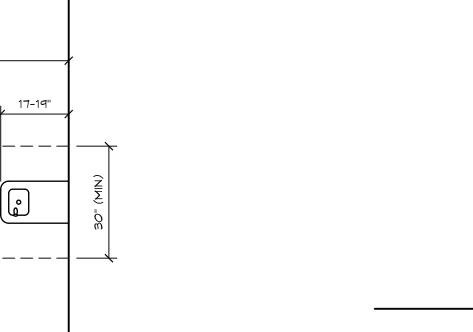


SCALE: 1/2" = 1'-0"

TAS SINK DETAILS

SCALE: 1/2" = 1'-0"





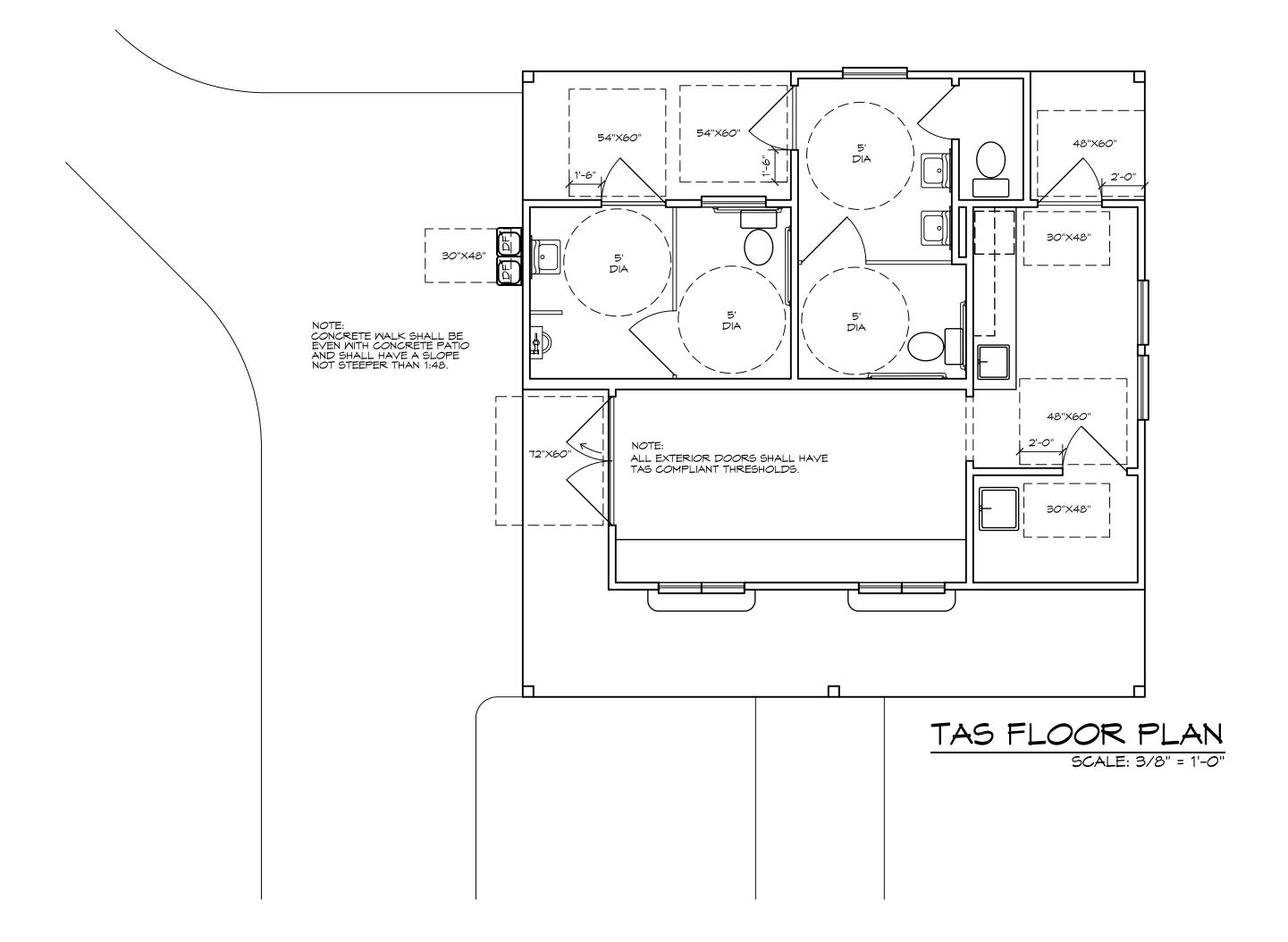
TAS MATER CLOSET DETAILS

TAS DRINKING FOUNTAIN DETAILS

SCALE: 1/2" = 1'-0"

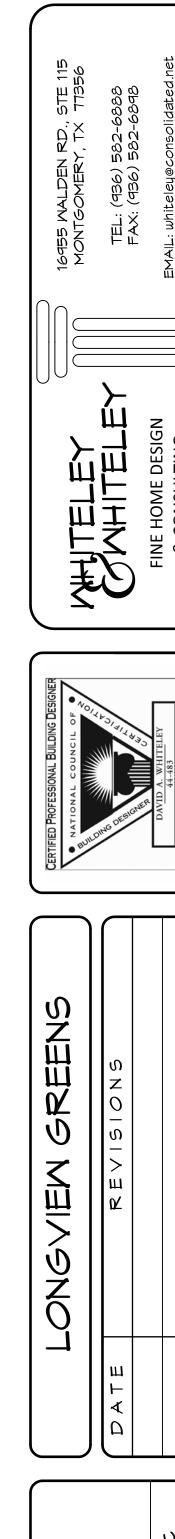
TAS URINAL DETAILS

SCALE: 1/2" = 1'-0"

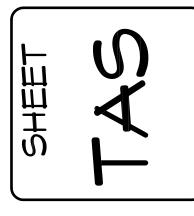


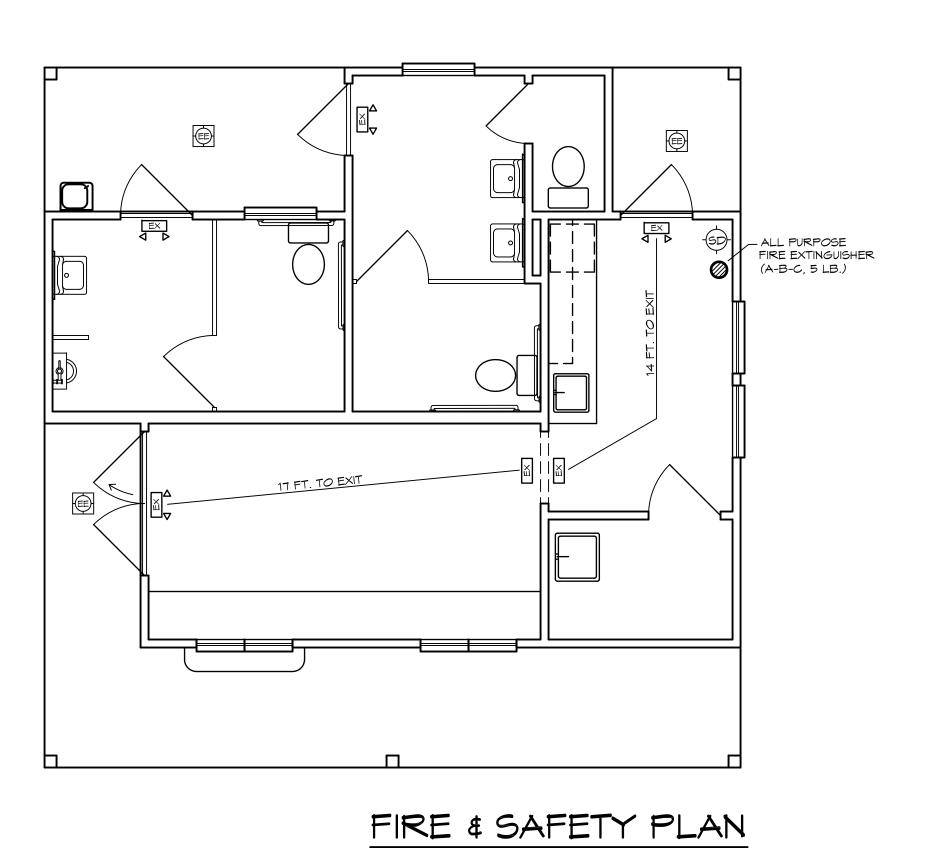
APPLICABLE 2012 TAS REQUIREMENTS:

- 1. MIRRORS SHALL BE INSTALLED PER 603.3
- 2. WATER CLOSETS SHALL BE INSTALLED PER 604.2
- 3. GRAB BARS SHALL BE INSTALLED PER 604.5
- 4. TOILET PAPER DISPENSERS SHALL BE INSTALLED PER 604.7
- 5. LAVATORIES AND SINKS SHALL BE INSTALLED PER 606
- 6. URANILS SHALL BE INSTALLED PER 605.2









SCALE: 1/4" = 1'-0"

Meeting Date: November 21, 2016	Budgeted Amount: \$195,000 beyond funds already budgeted
Department:	
	Exhibits: Memo from City Administrator and letter to John
Prepared By: Jack Yates	Simmons
Date Prepared: November 16, 2016	

Subject

Funding water and sewer line extension east of Lone Star Parkway on SH 105 without grant funds if necessary.

Discussion			
A memo is attache	d that explains	the issue.	

Recommendation

Approve the expenditure, if it becomes necessary, to fund the water and sewer extension east of Lone Star Parkway

Approved By		
Department Manager		Date:
City Administrator	Jack Yates	Date: November 16, 2016

To:

MEDC Board members

City Council

From:

Jack Yates

Subject: East 105 water/sewer extension to Stewart Creek Road

As you will remember, the City and Pizza Shack owner, John Simmons agreed in mid-2015 to apply for a Texas Capital Fund grant to extend water and sewer lines from the northeast corner of State Highway 105 east to Stewart Creek Road. Mr. Simmons agreed, at that time, to have his building under construction before February 2017. Attached, please find a letter mailed to Mr. Simmons stating that he has not started his building and the City's concerns about complying with Texas Capital Fund grant terms.

At the October 25 meeting City Council discussed the situation and proposed that the City, through MEDC funding, proceed with the water and sewer line construction regardless of Mr. Simmons meeting the terms of the grant. I believe their thoughts follow the logic that: there is a builder on the northeast corner of State Highway 105 and Lone Star Parkway who also needs this line and is ready to pay for the line extension across their property and that the line extension is designed and ready for bidding and that future development will come soon (in the next 2-3 years) that will pay back the MEDC for this investment.

Current estimated cost of the lines will be \$375,000. The MEDC has \$200,000 in the budget for Utility Extensions — but that amount was determined by a set aside of \$75,000 for Pizza Shack, \$100,000 for McCoy's Lumber upsizing of line from 8" to 12", and \$25,000 for unknown possible projects that would/could come up in this fiscal year.

Here is how this can happen: MEDC uses the \$75,000 and \$25,000 budgeted amounts toward the East 105 lines. The owner of the northeast corner of 105 and Lone Star Parkway could contribute \$80,000 and the remaining \$195,000 could come from the \$769,473 starting balance of the MEDC. Using the adopted budgeted figures for MEDC, would mean that the MEDC budget balance at the end of 2016-2017 year would be \$584,873 (if all budgeted items are expended as planned).

The MEDC would be paid back as other developers connecting to the lines would have to pay a reimbursement connection fee that would pay back the MEDC the \$295,000 (\$75,000, \$25,000 and the \$195,000 contributions).

Mr. Simmons and I spoke Thursday afternoon, November 3rd, and he acknowledged receiving my letter to him regarding the city concerns, and also said that he had closed on his financing and would start work on the site on November 7th or 8th.

The above scenario of where the City completes the project, with or without the grant, is based on Mr. Simmons not meeting his mid-February construction deadline. If he does not meet the deadline, the City would have to pay back approximately \$40,000 to the Texas Capital Fund. The City has a payment from Mr. Simmons that would serve to pay about half of that amount back to the Texas Capital Fund, in order to stay in good terms with that agency we might want to get another grant for on another project. The City would also have the option of asking/requiring Mr. Simmons to pay all amounts due to the Texas Capital Fund.

If Mr. Simmons meets the mid-February date the project would simply go on, financed as now planned.

There will be an item placed on the MEDC agenda for the November 21st meeting, for you to consider the option of the MEDC to contribute funds to complete the project without grant funds.

I wanted to give you time to consider the issue. Feel free to contact me with questions/issues/comments.

Jack Yates



CITY OF MONTGOMERY

P. O. BOX 708 MONTGOMERY, TEXAS 77356 Telephone: (936) 597-6434 / 597-6866

October 14, 2016

Mr. John Simmons 20873 Eva St. Montgomery, Texas 77356

Dear Mr. Simmons;

As you know, the City acquired a Texas Capital Fund grant in order to extend water and sewer utilities to your property at the northwest corner of Stewart Creek Road and State Highway 105. Also, as you are aware, the City has been ready for approximately two months to advertise the bid for this project, but has not done so because the completion time of the project is approximate 60 days. The City did not want to go through the cost of the bidding, and certainly not the awarding of a contract, until you started actual work on your project. The Texas Capital Fund contract requires the awarding of a bid and "beginning of construction" within 18 months of the award of the grant. The 18-month period began September 24, 2015 and extends until February 24, 2017. While there is a possibility of a time extension, the City is hesitant about doing so, because it may harm the chance to obtain future Texas Capital Fund grants.

"Beginning of construction" is not defined in the contract. However, Nic Houston, the administrator of the TCF grant, has advised that framing of the building is the minimum amount of construction that is acceptable to this TCF staff in Austin. The City is concerned about your ability to meet the February 24, 2017 beginning of construction deadline. While you do have a building permit, you have taken no action on the site to begin construction.

The City is now prepared to bid the project and can award the project within 45 days, with construction expected to take an additional 60 days. Therefore, installation of the water and sewer utility, can happen in time to meet the February 24 deadline.

In Section 2.6 of the Community and Business Agreement for Texas Capital Fund Infrastructure Project #7215112, which you signed between the City and Azzip Enterprises Inc., D.B.A. The Pizza Shack (enclosed) which you agreed to be liable for, and shall repay to the City any and all Texas Capital Fund grant awards expended by the City. In the event the company does not fulfill its' responsibilities under the Agreement, to date, expenditures total approximately \$35,000.

By bidding the project, the City will be adding additional Texas Capital Fund project costs that you would have to repay, to the City, if you do not begin adequate construction on or before February 24, 2017.

Therefore, I need to put you and your Company, Azzip Enterprises Inc., D.B.A. the Pizza Shack, on notice that, before the bidding of the City water and sewer line construction, the City will need an acknowledgment of this letter and written statement from you. The statement shall state that you intend to comply with the contract by accomplishing adequate construction on/or before February 24, 2017. The City will need adequate building construction compliance, or the acknowledgment and assurance, on/or before December 1, 2016 to allow the City to have adequate time to comply with the Texas Capital Fund contract requirements.

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

Sincerely,

ack Yates

City Administrator

COMMUNITY AND BUSINESS AGREEMENT

FOR TEXAS CAPITAL FUND

INFRASTRUCTURE PROJECT #7215112

BETWEEN

THE CITY OF MONTGOMERY, TEXAS

AND Azzip Enterprises Inc., D.B.A. The Pizza Shack

RECITALS

WHEREAS, Azzip Enterprises Inc., D.B.A. The Pizza Shack ("Company") and the City of Montgomery, Texas ("City") are entering into this Community and Business Agreement ("Agreement") to facilitate the construction and operation by Company of a restaurant, as generally depicted on attached Exhibit B ("Site Plan"); and

WHEREAS, Chapter 380 of the Texas Local Government Code provides that Texas municipalities may create programs to promote local economic development to stimulate business and commercial activity in the municipality; and

WHEREAS, the City has concluded and hereby finds that this Agreement promotes economic development, attracting additional consumers to the City, increasing commercial activity, and generating new tax revenue for jurisdictions in Montgomery County; and

WHEREAS, the City wishes to establish a program ("Program") with Company and provide incentives to assist with economic development within Montgomery's corporate limits and, as such, meet the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the City and Company; and

WHEREAS, City has agreed to facilitate an Infrastructure Project as generally depicted on attached Exhibit A ("Infrastructure Project") in cooperation with Company by entering into a Texas Department of Agriculture Texas Capital Fund Contract; and

WHEREAS, Company has agreed to facilitate an Infrastructure Project as generally depicted on attached Exhibit A in cooperation with City by fulfilling certain requirements of the

Texas Department of Agriculture Texas Capital Fund Contract as shown on attached Exhibit C ("Texas Capital Fund Application"); and

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS DESCRIBED IN THIS AGREEMENT AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE CITY AND COMPANY AGREE AS FOLLOWS:

ARTICLE I INTRODUCTORY PROVISIONS

The purpose of this Program is to provide water and sewer improvements as shown in Exhibit B in support of Company's retail business, to be developed in accordance with the performance requirements shown in Exhibit A. Company will create thirteen (13) full-time equivalent jobs as a direct result of this project. The City and Company agree to and incorporate the Recitals above into this Agreement.

The City's execution of this Agreement constitutes a valid and binding obligation of the City. The Company's execution of this Agreement constitutes a valid and binding obligation of Company. Company acknowledges that City is acting in reliance upon Company's full and complete performance of its obligations under this Agreement in making the decision to commit substantial resources to this Program.

This Agreement will become enforceable upon the Effective Date. This Agreement shall remain in effect until the completion and close out of the contract between the City and the Texas Department of Agriculture ("Term").

ARTICLE II COMPANY REQUIREMENTS

Company makes the following covenants and warranties to City. Company agrees to timely and fully perform the following; full performance thereof shall be a condition precedent for the City's obligations herein:

- 2.1 JOB CREATION: As a result of this Texas Capital fund contract, Company shall create a minimum number of jobs, with certain requirements related to the income level of those individual employees, as described in Exhibit C.
- 2.2 JOB REPORTING: At the City's request and no later than City-established deadlines, Company shall submit starting and ending payroll reports to the City showing, at a minimum:
 - a. Employee's full name, gender and ethnicity, and unique identification number;

- b. Employee status identified as full time or part time as defined in the current version of the TxCDBG Implementation Manual.
- c. Employee status identified as low or moderate income as defined in the current U. S. Department of Housing and Urban Development Section 8 Housing Assistance Program for existing housing income guidelines for the City of Montgomery, Texas to be provided by City along with the reporting deadlines.
- 2.3 HIRING PLAN: The Company shall utilize the services of the Texas Workforce Commission to assist in locating and training qualified low to moderate income persons to fill employment positions should positions become available.
- 2.4 COMPANY FINANCIAL COMMITMENT: The Company shall inject One Million Six Hundred Fifty Thousand and No/100 Dollars (\$1,650,000.00) in the construction of the building, site work, and purchase of land.
- 2.5 CERTIFICATION: Company shall submit to City the Employee Certification Report (ECR), the first page of the Texas Workforce Commission Report and a Quarterly Payroll Report no later than the fifth (5th) day of the second (2nd) month after the calendar quarter end.
- 2.6 REPAYMENT OF GRANT FUNDS: The Company hereby agrees to be liable for and shall repay to the City any and all Texas Capital Fund grant funds expended by the City in an amount not to exceed Three Hundred Twenty-Five Thousand and No/100 Dollars (\$325,000.00), in the event Company does not fulfill its responsibilities under this Agreement. Company further agrees to be liable for and shall repay to City any grant funds expended by City which are determined to be ineligible expenditures.
- 2.7 TRANSFER OF ASSETS: Assets are restricted from being transferred out of the Company without written consent of the Texas Department of Agriculture except during the normal course of business (i.e., cash, fixed assets used in the production process and accounts receivable) during the contract period.
- 2.8 OWNERSHIP: The principal owners of the Company are hereby restricted from reducing their proportionate ownership in the Company without prior approval from the City during the contract period specified in the agreement between the City and the Texas Department of Agriculture.
- 2.9 TAXES: The Company hereby certifies that all taxes are current and that all future taxes shall be paid when due during the contract period specified in the agreement between the City and the Texas Department of Agriculture. City may require at any time and from time to time, at its option, that Company provides timely proof of payment.

- 2.10 BUSINESS OPERATION: Company will not close the Montgomery Pizza Shack Facility during the contract period specified in the agreement between the City and the Texas Department of Agriculture.
- 2.11 ON-SITE VISITS: The Texas Department of Agriculture and City and/or the City's representative shall have access to make on-site visits to the Company at the project site to access/monitor the Company's progress toward job creation requirements of this Agreement and the Company shall provide to local officials of the City at the time of on-site visits information regarding job creation and any other information deemed necessary by City to administer this Agreement.
- 2.12 RECORDS: Company shall be required to maintain records and provide reports regarding the documentation of low to moderate income benefit and beneficiaries by race, ethnicity, gender, and handicap status in the same manner and to the same extent as required in the agreement between the Texas Department of Agriculture and the City.
- 2.13 GENERAL WAIVER BY COMPANY: Company hereby waives and releases City from any and all claims for loss or damage caused by any act or omission of City, its employees, or agents, except for willful misconduct.
- 2.14 INDEMNITY: In the event that any demand is made by the State of Texas or Texas Department of Agriculture for indemnity or repayment of any kind related to the Grant or Project which has been caused in whole or in part by the misconduct of Company, Company agrees to pay the amount demanded in full. If Company does not pay the demand for indemnity in full within fourteen (14) business days of receipt of written demand from City, then City may rescind its responsibilities under this Agreement without breaching same.
- 2.15 VIOLATION OF LAW: Company shall not use the infrastructure improvements under the agreement between the Texas Department of Agriculture and the City in violation of any Texas Laws or regulations.

ARTICLE III CITY OBLIGATIONS

All City obligations are subject to the condition precedent that Company fully and faithfully perform all of the terms and conditions of this Community and Business Agreement. Subject to the notice and cure provisions contained herein, failure by Company to comply with the terms of this Community and Business Agreement constitutes grounds for City to suspend or cancel any and all City obligations under this Community and Business Agreement.

3.1 MASTER CONTRACT: City shall abide by the terms and conditions of its Texas Capital Fund Contract with the Texas Department of Agriculture.

- 3.2 PROJECT INFRASTRUCTURE: City shall utilize Two Hundred Twenty-Four Thousand Two Hundred Fourteen and No/100 Dollars (\$224,214.00) of Texas Capital Fund reimbursement funds to construct the water and sewer improvements as described in Exhibits A and B.
- 3.3 PROJECT ADMINISTRATION: City shall conduct administrative activities in the amount of Thirty-Five Thousand and No/100 Dollars (\$35,000.00) to carry out project administrative activities. City shall also conduct required program fiscal and compliance audits.
- 3.4 PROJECT ENGINEERING: City shall conduct engineering activities in the amount of Sixty-Five Thousand Seven Hundred Eighty-Six and No/100 (\$65,786.00) to carry out project engineering activities.

ARTICLE VII MISCELLANEOUS

- 4.1 Any other relevant details or special conditions placed on this Agreement as outlined between City and the Texas Department of Agriculture, to include all program-related compliance responsibilities shall be incorporated into this Agreement as if they were written here.
- 4.2 No modifications or amendments to this Agreement shall be valid unless in writing and signed by the parties hereto or their heirs, successors or assigns.
- 4.3 Unless the context otherwise indicates, all terms used herein which are defined in the Texas Uniform Commercial Code shall have the meaning herein stated.
- 4.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Montgomery County, Texas. Venue for any action arising under this Agreement shall lie exclusively in Montgomery County, Texas.
- 4.5 In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- 4.6 Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to City: The City of Montgomery, Texas P.O. Box 708 Montgomery, Texas 77356 Attn: City Administrator

If to Company: The Pizza Shack 873 Eva Street G Montgomery, Texas 77356 Attn: John Simmons

- 4.7 This Agreement shall insure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties.
- 4.8 The City shall maintain as confidential any and all information, data and records provided by Company or otherwise obtained in a manner which required Company's consent, and designated as proprietary and/or confidential and, excepting the State of Texas, shall not disclose such information to any third party, except as required by law.
- 4.9 This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Executed this the ______ day of ______, 2015.

Exhibit "A" _ _ Infrastructure Project

Exhibit "B" _ Site Plan

Exhibit "C" _ Texas Capital Fund Application

CITY OF MONTGOMERY:

Kirk Jones, Mayor

Susan Hensley, City Secretary

ONTEGONIENT TEXAS

AZZIP ENTERPRISES, INC. dba THE PIZZA SHACK:

John Simmons, President and Owner

AGENDA REPORT

Meeting Date: November 21, 2016	Budgeted Amount:
Department:	
Prepared By: Jack Yates	Exhibits: Committee Report
Date Prepared: November 16, 2016	

Subject

Ad Hoc Committee on Economic and Business Development Report

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A 1 10 10 11 11

The Report is attached.

Recommendation

Discuss the Committee's conclusions and comments and discuss the Option "a" and Option "b" as explained on page 4 of the report, and if ready, make a recommendation to the City Council regarding the options.

Approved By		
Department Manager		Date:
City Administrator	Jack Yates	Date: November 16, 2016



Montgomery Economic Development Corporation Ad Hoc Committee on Economic and Business Development Committee Report

November, 2016

The following is the report of committee discussions and findings related to the economic and business activities within the City of Montgomery and surrounding areas.

Committee Formation and Purpose

The committee was formed as a result of the vote by the Montgomery Economic Development Corporation (MEDC) Board of Directors at its meeting on August 15, 2015 for representatives from the MEDC, the Montgomery Area Chamber of Commerce (MACC) and the Historic Montgomery Business Association (HMBA) to meet to form a strategic marketing and business development plan for the community. The committee was to define the Montgomery economy and how it relates to the Montgomery community and then identify how the economy should be expanded to best serve the interests of the community. The committee is advisory in nature but would develop recommendations for allocating community resources to achieve whatever goals are established by the committee.

Committee Members and Meetings

The committee was comprised of the following members who were appointed by their respective organizations. The MEDC was represented by board members Randy Moravec and Cheryl Fox. The MACC was represented by board members Pam Tipton and Cody Nicholson. The HMBA appointed Hillary Dumas and Mary Kaough. Montgomery city manager Jack Yates and MEDC executive director Shannan Reid were ex officio members of the committee. The committee met twice, on the mornings of Friday October 21 and Friday October 28. All members were present for the meetings except Mary Kaough who was absent due to conflicts with her business. However, she was kept informed of committee discussions.

Findings

Community Attributes and Vision

The committee first discussed the social and business climate of the Montgomery area. Committee members all recognized that Montgomery is a special and unique community "where hospitality meets history." Members shared their personal histories with Montgomery and how they cherished their memories of Montgomery when it was a smaller, more intimate community. While the committee recognized that Montgomery cannot avoid growth and economic development, the members believe that Montgomery should grow gracefully in order to retain its special qualities.

The committee felt that the historic district is perceived to be the heart of Montgomery and that efforts should be made to made to maintain and enhance the downtown area. Members related that some communities in Montgomery County have not grown properly and are characterized by random, low-quality development with too much concrete (parking lots). Growth in the City of Montgomery should be structured to accommodate families and should include extensive and well-maintained parks and green spaces.

The committee believed that the city, civic and community groups (e.g. Rotary and Lions Clubs) should coordinate activities and work together to develop and maintain a sense of community and instill in new residents and businesses pride in Montgomery's identity and to "identify with us." Special events were identified as a means to bring visitors (and potential shoppers) to Montgomery as well as a method for reinforcing a sense of community between established (long-term) and new residents.

Role of Organizations

The committee next discussed the roles the three business related groups should have in achieving the type of economic growth the committee desired. Recognizing that the downtown historic district is important to maintaining Montgomery's special character, the committee agreed that all three organizations should work to preserving and enhancing the appearance and economic viability of the downtown area.

The group believed that the MEDC should concentrate its efforts and resources to improving the city's infrastructure (streets, sidewalks, water/sewer lines) to accommodate existing and future business development. The MEDC should also facilitate expansion of

existing businesses and attracting new development through grants to businesses that meet Montgomery's vision and development objectives.

The MACC's primary role is as an advocate for businesses and to provide its members the ability to network to achieve solutions to common problems (e.g. hiring, health care for employees). The MACC should also be proactive in pursuing quality economic development and communicate to Montgomery's citizens the importance of a vibrant economy. The MACC focus and concern is with the entire Montgomery area which extends beyond the city limits.

The committee recognized that with establishment of the MEDC, the reconstituted HMBA was new and still exploring its role with business development. The HMBA is primarily concerned with being an advocate for the small businesses located in the downtown area and ensuring the downtown area remains viable.

Challenges and Opportunities

The committee realized that the rapid growth of the Montgomery area created both challenges and opportunities. In no particular order or prioritization, the committee identified the following issues:

- 1) To ensure coordination of activities related to community and economic development it was agreed that the city should conduct quarterly meetings of business and civic organizations so that efforts to maintain and improve city areas can be communicated.
- 2) Due to its limited membership and the understanding that small businesses have neither the time nor resources to fully commit to a business organization, it was generally agreed that the MACC and HMBA work to have downtown businesses receive special attention within the MACC organization. It was suggested that the MACC could establish a separate position on the board of directors that would represent the downtown businesses and be an advocate for their interests.
- 3) The committee recognized that Montgomery had grown to the extent that economic and business development required more time than what one person could provide. Currently, the MEDC and MACC together fund one full-time position, the economic development/chamber director. The current agreement between the two groups stipulated that the position would be responsible, the following:
 - a. Economic development

- b. Community development / Public Relations Director
- c. Main Street Coordinator (working with Historic District)
- d. Administration of MACC

The committee acknowledged that the scope of responsibilities was too large for one person and should be allocated to at least one additional position. The committee agreed that the current relationship between the MEDC and MACC worked but that a new agreement should be developed that more clearly identified MEDC expectations of the shared position.

- 4) The committee could not arrive at a consensus as to what the additional position should be, within what organization the position should reside, or how the position should be funded. The following are the various options that were discussed.
 - a. The position should be a city employee reporting to the city manager, funded by the MEDC. The position would either be part-time and dedicated to coordinating downtown special events, or full-time and work on special events and other tasks as defined by the city manager. For example, working with civic groups to improve the city's parks and green spaces. Under this option, the MACC would itself fund an office manager to assist the director.
 - b. The new position would be within the MACC organization and the MEDC would fund all, or a portion, of the position depending on the new position's scope of responsibilities. With this option, the MEDC would stipulate the expectations of MACC responsibilities, including the supervision and production of special events and the role the downtown businesses would play with special events.

Conclusion

The committee believes the visioning exercise was productive in that it allowed the group to identify how business and economic development activities relate to the Montgomery community and how these activities should be structured to achieve the community's vision and goals. It is hoped that this report will provide a foundation for the successful collaboration of all groups that have an interest in seeing Montgomery develop to be the ideal location for families and businesses.