

NOTICE OF REGULAR MEETING
Montgomery Economic Development Corporation
(MEDC)

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

This meeting will be closed to in-person attendance by the public. A temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code. Videoconferencing capabilities will be utilized to allow individuals to address the MEDC. Members of the public who wish to submit their written comments on a listed agenda item must submit them by Emails to rtramm@ci.montgomery.tx.us by 3:00 p.m. on November 16, 2020.

Members of the public are entitled to participate remotely via Zoom Teleconferencing. Citizens may join the Zoom Meeting by logging on: <https://us02web.zoom.us/j/89051440161> and using **Meeting ID: 890 5144 0161**. They may also join by calling (346) 248-7799 and entering the **Meeting ID: 890 5144 0161**.

The Meeting Agenda Pack will be posted online at www.montgomerytexas.gov. The meeting will be recorded and uploaded to the City's website the following day. ***Notice - any person(s) using profane, abusive or threatening language may result in them being removed from the Teleconference Meeting.***

1. Call to Order
2. Open Public Comment
3. Approval of Meeting Minutes for Regular Meeting held on October 19, 2020, and Special Meeting of November 9, 2020
4. Approval of Financial Reports
 - a. Discuss and Consider Allocating Previously Approved Funds for Southern Rum Runners and Montgomery Music & Mudbugs Festival Events that were Cancelled in the Past Fiscal Year.
5. Provide Report on Downtown Development and Streetscape Planning Project
6. Discuss and Consider Amending Authorized Bank Account Signer List by Resolution
7. Discuss and Consider Setting Revised Holiday Meeting Schedule
8. Discuss and Consider Approval of MEDC Licensing Agreement.
9. Consideration and possible action on request by Montgomery County United to use up to \$3,000 in blight removal funds to improve the visual look of several properties on the north side of the City.

10. Economic Development Reports:

- a. City Development Report
- b. City Engineer's Report

EXECUTIVE SESSION:

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

POSSIBLE ACTION FROM EXECUTIVE SESSION:

11. Consideration and possible action on items from Executive Session, if necessary.
12. Board Inquiry
13. Adjourn



Richard Tramm, City Administrator for
Rebecca Huss, President of MEDC

I certify that the attached notice of meeting was posted on the bulletin board at the City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas, on the 13th day of November 2020 at 5:15 o'clock p.m. I further certify that the following news media was notified of this meeting as stated above: The Courier

MINUTES OF REGULAR MEETING

October 19, 2020

MONTGOMERY ECONOMIC DEVELOPMENT CORPORATION

CALL TO ORDER

President Rebecca Huss called the Zoom Teleconference meeting to order at 6:05 p.m.

Present: Rebecca Huss - President
 Dan Walker – Vice-President
 Julie Hutchinson - Treasurer
 Amy Brown – Secretary
 Tom Cronin – Board Member
 Arnette Easley – Board Member

Absent: Bob Kerr – Board Member

Also Present: Richard Tramm – City Administrator

OPEN PUBLIC COMMENT

No public comment.

APPROVAL OF MINUTES

Minutes of September 21, 2020 Regular Meeting –

President Huss asked for comments on the minutes as presented. Mr. Cronin made a motion to accept the minutes as presented, seconded by Mr. Easley. All in favor. (6-0)

MONTHLY FINANCIAL REPORT

Report for September, 2020

Mrs. Hutchinson reviewed the September financial report.

She stated the October sales tax has already been received and transferred. She said the sales tax income for October has already been received and is approximately 10% less than what was received during October 2019. Mrs. Hutchinson noted the Kroger sales tax accrual transfers will be made monthly, instead of quarterly, beginning in October 2020. She said the Administration transfers will also be made monthly instead of quarterly.

Mrs. Hutchinson said income has been received \$125 for the Light Up the Park event, and will show up in the October financial report.

Mrs. Hutchinson said the September sales tax income was approximately 10% more than the sales tax income for September 2019. She said the fiscal year sales tax figure for 2020 was a little over 10% higher than the fiscal year sales tax figure for 2019.

Mrs. Hutchinson said Mr. Lasky wished to note that he is still watching interest rates for the Texpool accounts.

Mrs. Hutchinson noted September will be the last transfer and last accrual for the Transfer to Debt Service.

Mrs. Hutchinson said the Sales Tax Reimbursement figure is made up of the quarterly accrual of \$19,875 plus an additional \$954.51, which is the first annual payment for the Shoppes of Montgomery.

Mr. Tramm said, at the time of budgeting, it was not anticipated the Shoppes of Montgomery would reach the trigger. He said from this time forward, the same payment will be made each year in September. Mr. Tramm said the 2020-2021 budget has already added in this figure.

Mrs. Brown asked about the action item from the September meeting concerning allocating previously approved event funds to subaccounts.

Mrs. Hutchinson said the September minutes stated Mrs. Huss suggested passing the 2020-2021 Budget cleanly and then bringing the item up for a vote during the October meeting.

Mrs. Brown asked if that item needed to be added to the November agenda.

Mr. Tramm said he would discuss the item with Mr. Lasky and Mrs. Hutchinson to decide the appropriate pathway.

Mrs. Hutchinson said, if Mr. Lasky is comfortable, they will move the funds into subaccounts.

Mrs. Huss said, during the recent politicking, comments have been made concerning the number of checks written to Mrs. Huss. She said those funds are a direct reimbursement of social media costs. Mrs. Huss said she gets approval from Mr. Tramm before spending funds,

then submits a request to have the funds reimbursed to her. She said Mr. Tramm approves the reimbursement requests and Mr. Lasky writes the check, which is signed by Mr. Tramm and another signatory. Mrs. Huss said she never signs her own checks.

Mrs. Hutchinson said Mrs. Huss also turns in a receipt of the expense which is mandatory.

Motion by Mr. Cronin, seconded by Mr. Walker to approve the September 2020 Financial Report as presented. All in favor. (6-0)

CONSIDERATION AND POSSIBLE ACTION

5. Receive recommendation from the SOQ Review Committee for the Downtown Design and Streetscape Improvement Project.

Mr. Tramm said seven SOQs were received by the Review Committee which included Mrs. Huss and Mr. Walker of the EDC; Mayor Countryman; Mr. McCorquodale, Director of Planning and Development; Mr. Muckleroy, Director of Public Works; and Mr. Tramm.

Mr. Tramm said the RFQ was published August 21, 2020 with a submission deadline of September 21, 2020.

Mr. Tramm said the committee met on October 7, 2020 and identified two firms to be invited for an interview and presentation to the committee on October 14, 2020.

Gunda Corporation was the first choice of five of the six committee members.

Gunda Corporation's SOQ and presentation material was distributed to the full MEDC Board last week in preparation for this meeting.

Mr. Tramm said the next step is for the Board to accept the report and approve the committee's recommendation. He said the step after this would be to complete and execute a final contract for services and referring that contract to City Council for approval.

Mr. Tramm said his intention is to present the contract to City Council on the November 10, 2020 agenda.

Motion by Mr. Cronin, seconded by Mrs. Hutchinson to accept the report and recommendation of the SOQ Review Committee. All in favor. (6-0)

6. Discuss and consider authorizing MEDC Board President and City Administrator to negotiate a contract to provide services for the Downtown Design and Streetscape Improvements Project, refer the item to City Council for Approval of the expense, and execute the contract.

Mr. Tramm said Gunda expects to complete the project in six to eight months.

Motion by Mr. Cronin, seconded by Mr. Easley to authorizing MEDC Board President and City Administrator to negotiate and execute a contract with Gunda Corporation to provide services

for the Downtown Design and Streetscape Improvements Project, refer the item to City Council for Approval of the expense. All in favor. (6-0)

7. Discuss and consider authorizing and allocating funds for the Montgomery Holiday Parade event.

Mr. Tramm said the Montgomery Holiday Parade event is included in the MEDC budget as Christmas Event 56100.8 but it has no funds currently allocated.

Mr. Tramm said this year will be the first year the City of Montgomery will organize the event.

Mr. Tramm said the committee organizing the event has put together an estimated budget of \$3,000 with a request that MEDC fund the corresponding budget line item up to \$1,500.

Mr. Tramm said of the estimated \$3,000 budget, \$2,000 are estimated costs to cover internal use of Public Works personnel as well as overtime cost and additional cost of security.

Mr. Tramm said his intention of only asking for \$1,500 is so the City and MEDC will each fund half of the cost of the event.

Mr. Cronin asked who organized the event in the past and why they will not be organizing it again.

Mrs. Huss said previously the Historical Society organized the event. She said last year, two weeks before the event, the Historical Society dropped the event and City staff took it over to complete the event.

Mr. Cronin asked if it was dropped because the EDC would not give them money.

Mr. Tramm said the Police Chief asked for the security plan and organizing plan so the City could guarantee the street closures and disperse security personnel.

Mrs. Huss said it turned out to take a lot of City personnel, and it seemed easier to organize it internally from the beginning.

Mr. Walker asked who was organizing the event.

Mr. Tramm said City Hall.

Mr. Easley asked if a \$25.00 entry fee would discourage participants.

Mrs. Huss said, based on her past experiences as a parade organizer, the answer is no.

Mr. Walker asked if there have been fees in the past.

Mrs. Huss said the previous organizers did not charge fees, but the City subsidized the parade by providing City personnel and paying for the overtime expenses.

Mr. Walker stated his company would be willing to donate \$100 as a scholarship for those who could not afford the entry fee. Mr. Easley and Mrs. Hutchinson each said their companies would match the donation.

Motion by Mrs. Hutchinson, seconded by Mrs. Brown to approve up to \$1,500 towards the City's expenses for the Montgomery Christmas Parade. All in favor. (6-0)

8. Economic Development Report – Richard Tramm

a. City Administrator's Development Report

Report presented

b. City Engineer's Report

Report presented

EXECUTIVE SESSION:

No Executive Session

9. Consideration and possible action on items from Executive Session, if necessary.

No action taken.

10. Discussion related to appointments to MEDC Board of Directors for two-year terms beginning January 2021.

Mr. Tramm stated EDC terms expire at the end of the year for Mrs. Brown, Mr. Kerr, Mrs. Huss and Mrs. Hutchinson.

No action taken.

BOARD INQUIRY

Mrs. Brown said she has one remaining item from the September meeting concerning Mr. Tramm discussing with the attorney concerning rescinding event sponsorship.

Mr. Tramm said he is waiting to hear back from the attorney.

Mrs. Hutchinson asked for an update on the goat cutouts.

Mr. Tramm said the production on the goat cutouts has begun. He said the City has not been invoiced for that from the Public Works Department. He said creation of an application form is being finalized.

Mrs. Hutchinson asked for an update on the radios.

Mr. Tramm said the radios have been ordered, but we are waiting on the delivery and invoicing.

Mrs. Hutchinson asked for an update on the goat naming contest.

Mr. Tramm said that item is well underway and we expect to have a finalist around the second week of December.

ACTION ITEMS FOR FUTURE MEETINGS

<i>ACTION ITEM</i>	<i>ASSIGNEE</i>	<i>DUE DATE</i>
Allocating previously approved event funds to subaccounts	Tramm	November meeting
Discuss rescinding event sponsorship	Tramm	November meeting
Licensing and Copyright activities	Tramm	November meeting

ADJOURNMENT

Motion by Mr. Cronin, seconded by Mr. Easley to adjourn the meeting at 7:16 p.m. All in favor. (6-0)

Submitted by: _____ Date Approved: _____

Amy Brown, MEDC Secretary

Rebecca Huss, MEDC President

MINUTES OF SPECIAL MEETING
NOVEMBER 9, 2020
MONTGOMERY ECONOMIC DEVELOPMENT CORPORATION

CALL TO ORDER

President Rebecca Huss called the Zoom Teleconference meeting to order at 6:02 p.m.

Present: Rebecca Huss - President
 Dan Walker – Vice-President
 Julie Hutchinson - Treasurer
 Amy Brown – Secretary

Absent: Tom Cronin – Board Member
 Arnette Easley – Board Member
 Bob Kerr – Board Member

Also Present: Richard Tramm – City Administrator
 Dave McCorquodale – Director of Planning and Development

OPEN PUBLIC COMMENT

No public comment.

CONSIDERATION AND POSSIBLE ACTION

3. Discuss and consider authorizing MEDC Board President and City Administrator to sign necessary documents to enter in an agreement for Downtown Development Planning Services and refer the item to City Council for approval of the expense.

Mr. Tramm said staff has been working with Gunda Corporation to bring together a proposal. He said during the last EDC meeting he expected the cost to be around \$75,000, but the final proposal came in at \$108,150.50.

Mr. Tramm said this amount falls within the EDC budget of \$112,000, but because of the significant difference in cost, he wanted to make sure the Board was aware of the actual cost before the contract was signed and sent to City Council for approval.

Mr. Tramm said he contacted an engineer that he is personally and professionally familiar with to review the cost. He said the engineer's firm did not bid on this project and acts as an impartial resource. Mr. Tramm said the engineer reviewed the submission and found the cost price to be realistic.

Mr. Tramm said he wanted to make sure the Board is clear on the dollar amount and that it is within the EDC budget. He asked the Board if they had any questions.

Mrs. Huss asked if it was an itemized proposal.

Mr. Tramm said it is broken down by items and phases of work, and each of the phases is priced out. He said it is not broken down in specific detail, but it is broken down by description of project for scope and phases.

Mrs. Huss asked if Mr. Tamm feels there is anything Gunda itemized or identified that was a surprise to him versus what the Board was initially thinking.

Mr. Tramm said he expected a more limited area but Gunda focused on the entire downtown area. He said Gunda's area is larger, but he thinks Gunda's area is what is necessary. Mr. Tramm said this will give a more complete picture.

Mrs. Huss asked if it will make it easier to connect outlying areas.

Mr. Tramm said that is correct.

Mr. Tramm said the area contains stretches from Prairie Street west to Pond Street, and Hwy 105 north to Clepper.

Mr. McCorquodale said on the 149 frontage, the area extends to Berkley to include the right of way on 149.

Mr. McCorquodale said this will define the Downtown area as a district.

Mrs. Hutchinson asked if there would be any reason for additional charges on top of the \$108,150.50.

Mr. Tramm said if the Board asks Gunda to do additional work, then that is a possibility. He said the Board has the right to approve or decline additional work, and bring the contract to an early halt and only pay for work completed.

Motion by Mrs. Brown, seconded by Mrs. Hutchinson to authorizing MEDC Board President and City Administrator to enter in a contract with Gunda Corporation in the amount of \$108,150.50 for Downtown Development Planning Services. All in favor. (4-0)

ADJOURNMENT

Motion by Mr. Walker, seconded by Mrs. Brown to adjourn the meeting at 6:21 p.m. All in favor. (4-0)

Submitted by: _____ Date Approved: _____

Amy Brown, MEDC Secretary

Rebecca Huss, MEDC President

CITY OF MONTGOMERY - MEDC
ACCOUNT BALANCES REPORT
Through October 31, 2020 - For November 2020 Meeting

	<u>MONEY MARKET</u> <u>ACCOUNTS</u>	<u>INVESTMENTS</u>	<u>TOTALS</u>
<u>MEDC</u>			
CHECKING ACCOUNT #1017938	\$ 94,841.29		\$ 94,841.29
TOTAL INVESTMENTS	\$ -	\$ 1,492,939.58	\$ 1,492,939.58
TOTAL MIDC	\$ 94,841.29	\$ 1,492,939.58	\$ 1,587,780.87

INVESTMENTS

	Issue Date	Maturity Date	Interest Rate	Balance
Texpool #00005			0.13%	\$ 86,239.41
Texpool #00006			0.13%	\$ 1,406,700.17
Certificates				
Total Investment Balance				\$ 1,492,939.58

** Notes:

The Sales Tax Transfer of \$104,139.36 was received and transferred on November 12th. This will show on the next report.

The Transfers of \$6,625.00 to the Texpool Reimb and \$3,958.33 to General Fund were done on Monday November 9th Those will show on next months report. An additional transfer of \$5,916.66 was also made on 11/13/2020 to cover the shortage of the October and November Texpool Reimb account. This makes that account balance whole and up to date. Going forward the transfer for the Texpool Reimb will be \$9,583.33

The amount of \$1,500.00 was updated for the Christmas Parade. This reduced the Events account to \$32,500.00

City of Montgomery - MEDC

Cash Flow Report

As of October 31, 2020

Date	Num	Name	Memo	Amount	Balance
51100 · MEDC Checking					94,716.29
10/08/2020	AL		Light Up the Park - Transfer made 10/09/2020	125.00	94,841.29
10/23/2020	2006	Rebecca Huss	Reimbursement of Expense - Website Marketing	-25.00	94,816.29
Total 51100 · MEDC Checking				100.00	94,816.29
TOTAL				100.00	94,816.29

City of Montgomery - MEDC
Cash Flow Report - Texpool Reimb
As of October 31, 2020

Date	Num	Name	Memo	Amount	Balance
		51301 · Texpool Reimbursement Acct			79,604.90
10/12/2020	AL		October 2020 Transfer to Texpool Reimbursement Account - Kroger Co.	6,625.00	86,229.90
10/31/2020	Int		Interest	9.51	86,239.41
		Total 51301 · Texpool Reimbursement Acct		6,634.51	86,239.41
		TOTAL		6,634.51	86,239.41

City of Montgomery - MEDC
Cash Flow Report - Texpool
As of October 31, 2020

Date	Num	Name	Memo	Amount	Balance
51300 · Time Depositsl-MEDC					1,360,430.91
10/08/2020	AL		Sales Tax Transfer 10/20	56,979.38	1,417,410.29
10/12/2020	AL		October 2020 Transfer to Texpool Reimbursement Account - Kroger ...	-6,625.00	1,410,785.29
10/12/2020	AL		Monthly Admin Transfer October 2020	-3,958.33	1,406,826.96
10/23/2020	AL		Transfer to General Fund for Amount due from MEDC for Creedon	-285.00	1,406,541.96
10/31/2020	Int		Interest on Texpool	158.21	1,406,700.17
Total 51300 · Time Depositsl-MEDC				46,269.26	1,406,700.17
TOTAL				46,269.26	1,406,700.17

City of Montgomery - MEDC
Actual to Budget Performance
 October 2020

	Oct 20	Budget	\$ Over Budget	Oct 20	YTD Budget	\$ Over Budget	Annual Budget
Income							
55000 · Taxes & Franchise Fees							
55400 · Sales Tax	56,979.38	50,000.00	6,979.38	56,979.38	50,000.00	6,979.38	675,000.00
Total 55000 · Taxes & Franchise Fees	56,979.38	50,000.00	6,979.38	56,979.38	50,000.00	6,979.38	675,000.00
55300 · Other Revenues							
55391 · Interest Income	167.72	333.37	(165.65)	167.72	333.37	(165.65)	4,000.00
Total 55300 · Other Revenues	167.72	333.37	(165.65)	167.72	333.37	(165.65)	4,000.00
Total Income	57,147.10	50,333.37	6,813.73	57,147.10	50,333.37	6,813.73	679,000.00
Expense							
56000 · Pub Infrastructure - Category I							
56000.6 · Downtown Dev Improvements	0.00	9,333.37	(9,333.37)	0.00	9,333.37	(9,333.37)	112,000.00
56000.7 · Streets & Sidewalks	0.00	833.37	(833.37)	0.00	833.37	(833.37)	10,000.00
56000.8 · Utility Extensions	0.00	4,166.63	(4,166.63)	0.00	4,166.63	(4,166.63)	50,000.00
56000.B · City Capital Projects	0.00	0.00	0.00	0.00	0.00	0.00	160,000.00
Total 56000 · Pub Infrastructure - Category I	0.00	14,333.37	(14,333.37)	0.00	14,333.37	(14,333.37)	332,000.00
56001 · Business Dev & Ret -Category II							
56001.8 · Sales Tax Reimbursement	9,583.33	9,583.33	0.00	9,583.33	9,583.33	0.00	115,000.00
56001.9 · Economic Development Grant Prog	0.00	1,666.63	(1,666.63)	0.00	1,666.63	(1,666.63)	20,000.00
Total 56001 · Business Dev & Ret -Category II	9,583.33	11,249.96	(1,666.63)	9,583.33	11,249.96	(1,666.63)	135,000.00
56002 · Quality of Life - Category III							
56002.2 · Removal of Blight	0.00	1,250.00	(1,250.00)	0.00	1,250.00	(1,250.00)	15,000.00
56002.3 · Events							
56100.1 · Neighborhood Water Party	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00
56100.5 · Light up Montgomery	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00
56100.8 · Christmas Parade	0.00	125.00	(125.00)	0.00	125.00	(125.00)	1,500.00
56100.9 · Contests/Prizes	0.00	333.37	(333.37)	0.00	333.37	(333.37)	4,000.00
56002.3 · Events - Other	0.00	2,708.37	(2,708.37)	0.00	2,708.37	(2,708.37)	32,500.00
Total 56002.3 · Events	0.00	3,166.74	(3,166.74)	0.00	3,166.74	(3,166.74)	41,000.00
56002.4 · Downtown Enhancement Projects	0.00	2,500.00	(2,500.00)	0.00	2,500.00	(2,500.00)	30,000.00
Total 56002 · Quality of Life - Category III	0.00	6,916.74	(6,916.74)	0.00	6,916.74	(6,916.74)	86,000.00
56003 · Marketing & Tourism-Category IV							
56003.5 · Brochures/Printed Literature	0.00	333.37	(333.37)	0.00	333.37	(333.37)	4,000.00
56003.C · Website	0.00	666.63	(666.63)	0.00	666.63	(666.63)	8,000.00
56003.F · Social Media Advertising	25.00	250.00	(225.00)	25.00	250.00	(225.00)	3,000.00
56003.G · Historical Signage	0.00	166.63	(166.63)	0.00	166.63	(166.63)	2,000.00
Total 56003 · Marketing & Tourism-Category IV	25.00	1,416.63	(1,391.63)	25.00	1,416.63	(1,391.63)	17,000.00
56004 · Administration - Category V							
56004.1 · Admin Transfers to Gen Fund	3,958.33	3,958.33	0.00	3,958.33	3,958.33	0.00	47,500.00
56004.3 · Miscellaneous Expenses	0.00	41.63	(41.63)	0.00	41.63	(41.63)	500.00

	Oct 20	Budget	\$ Over Budget	Oct 20	YTD Budget	\$ Over Budget	Annual Budget
56004.6 · Consulting (Professional servi)	1,285.00	4,083.37	(2,798.37)	1,285.00	4,083.37	(2,798.37)	49,000.00
56004.7 · Travel & Training Expenses	0.00	833.37	(833.37)	0.00	833.37	(833.37)	10,000.00
56004.9 · Technology	0.00	166.63	(166.63)	0.00	166.63	(166.63)	2,000.00
Total 56004 · Administration - Category V	5,243.33	9,083.33	(3,840.00)	5,243.33	9,083.33	(3,840.00)	109,000.00
Total Expense	14,851.66	43,000.03	(28,148.37)	14,851.66	43,000.03	(28,148.37)	679,000.00
Net Income	42,295.44	7,333.34	34,962.10	42,295.44	7,333.34	34,962.10	0.00

City of Montgomery - MEDC
General Ledger
 As of October 31, 2020

Type	Date	Num	Name	Memo	Debit	Credit	Balance
51100 · MEDC Checking							
General Journal	10/08/2020	AL		Light Up the Park - Transfer made 10/09/2020	125.00		94,716.29
Bill Pmt -Check	10/23/2020	2006	Rebecca Huss	Reimbursement of Expense - Website Marketing		25.00	94,841.29
							94,816.29
Total 51100 · MEDC Checking					125.00	25.00	94,816.29
51300 · Time Depositsl-MEDC							
General Journal	10/08/2020	AL		Sales Tax Transfer 10/20	56,979.38		1,360,430.91
General Journal	10/12/2020	AL		October 2020 Transfer to Texpool Reimbursement Account - Kroger Co.		6,625.00	1,417,410.29
General Journal	10/12/2020	AL		Monthly Admin Transfer October 2020		3,958.33	1,410,785.29
General Journal	10/23/2020	AL		Transfer to General Fund for Amount due from MEDC for Creedon		285.00	1,406,826.96
General Journal	10/31/2020	Int		Interest on Texpool	158.21		1,406,541.96
							1,406,700.17
Total 51300 · Time Depositsl-MEDC					57,137.59	10,868.33	1,406,700.17
51301 · Texpool Reimbursement Acct							
General Journal	10/12/2020	AL		October 2020 Transfer to Texpool Reimbursement Account - Kroger Co.	6,625.00		79,604.90
General Journal	10/31/2020	Int		Interest	9.51		86,229.90
							86,239.41
Total 51301 · Texpool Reimbursement Acct					6,634.51	0.00	86,239.41
51150 · Accounts Receivable Audit							
Total 51150 · Accounts Receivable Audit							161,118.74
51171 · Due From Gen Fund							
General Journal	10/08/2020	AL		Light Up the Park - Transfer made 10/09/2020		125.00	125.00
General Journal	10/08/2020	AL		To accrue sales tax revenue rec'd 10/20	56,979.38		0.00
General Journal	10/08/2020	AL		Sales Tax Transfer 10/20		56,979.38	56,979.38
							0.00
Total 51171 · Due From Gen Fund					56,979.38	57,104.38	0.00
51174 · Due from Home Grant Funds							
Total 51174 · Due from Home Grant Funds							5,177.00
51580 · Accrued Interest Receivable							
Total 51580 · Accrued Interest Receivable							2,780.13
52000 · Accounts Payable							
Bill	10/21/2020	Reimb of Exp	Rebecca Huss	Reimbursement of Expense - Website Marketing		25.00	0.00
Bill Pmt -Check	10/23/2020	2006	Rebecca Huss	Reimbursement of Expense - Website Marketing	25.00		-25.00
Bill	10/31/2020	Social Media Service	Rebecca Huss	Reimbursement of Expense - Social Media Services		1,000.00	0.00
							-1,000.00
Total 52000 · Accounts Payable					25.00	1,025.00	-1,000.00
52001 · Accounts Payable Audit							
General Journal	10/12/2020	AL	The Kroger Co.	To accrue Monthly Transfer to Texpool Reimbursement Account for Sales Tax Payable in 2021		9,583.33	-79,500.00
							-89,083.33
Total 52001 · Accounts Payable Audit					0.00	9,583.33	-89,083.33
52712 · Due to Gen Fund							
General Journal	10/12/2020	AL		To accrue Monthly Admin transfer - October 2020		3,958.33	0.00
General Journal	10/12/2020	AL		Monthly Admin Transfer October 2020	3,958.33		-3,958.33
General Journal	10/21/2020	AL		Amount due from MEDC for Creedon		285.00	0.00
General Journal	10/23/2020	AL		Transfer to General Fund for Amount due from MEDC for Creedon	285.00		-285.00
							0.00
Total 52712 · Due to Gen Fund					4,243.33	4,243.33	0.00
53900 · Unrestricted Net Assets							
Total 53900 · Unrestricted Net Assets							-1,624,452.97
							-1,624,452.97

City of Montgomery - MEDC
General Ledger
 As of October 31, 2020

Type	Date	Num	Name	Memo	Debit	Credit	Balance
55000 · Taxes & Franchise Fees							0.00
55400 · Sales Tax							0.00
General Journal	10/08/2020	AL		To accrue sales tax revenue rec'd 10/20 - 25% of sales tax in GOF		56,979.38	-56,979.38
Total 55400 · Sales Tax					0.00	56,979.38	-56,979.38
Total 55000 · Taxes & Franchise Fees					0.00	56,979.38	-56,979.38
55300 · Other Revenues							0.00
55391 · Interest Income							0.00
General Journal	10/31/2020	Int		Interest		9.51	-9.51
General Journal	10/31/2020	Int		Interest on Texpool		158.21	-167.72
Total 55391 · Interest Income					0.00	167.72	-167.72
Total 55300 · Other Revenues					0.00	167.72	-167.72
56001 · Business Dev & Ret -Category II							0.00
56001.8 · Sales Tax Reimbursement							0.00
General Journal	10/12/2020	AL	The Kroger Co.	To accrue Monthly Transfer to Texpool Reimbursement Account for Sales Tax Payable in 2021	9,583.33		9,583.33
Total 56001.8 · Sales Tax Reimbursement					9,583.33	0.00	9,583.33
Total 56001 · Business Dev & Ret -Category II					9,583.33	0.00	9,583.33
56003 · Marketing & Tourism-Category IV							0.00
56003.F · Social Media Advertising							0.00
Bill	10/21/2020	Reimb of Exp	Rebecca Huss	Reimbursement of Expense - Website Marketing	25.00		25.00
Total 56003.F · Social Media Advertising					25.00	0.00	25.00
Total 56003 · Marketing & Tourism-Category IV					25.00	0.00	25.00
56004 · Administration - Category V							0.00
56004.1 · Admin Transfers to Gen Fund							0.00
General Journal	10/12/2020	AL		To accrue Monthly Admin transfer - October 2020	3,958.33		3,958.33
Total 56004.1 · Admin Transfers to Gen Fund					3,958.33	0.00	3,958.33
56004.6 · Consulting (Professional servi)							0.00
General Journal	10/21/2020	AL		Amount due from MEDC for Creedon	285.00		285.00
Bill	10/31/2020	Social Media Service	Rebecca Huss	Reimbursement of Expense - Social Media Services	1,000.00		1,285.00
Total 56004.6 · Consulting (Professional servi)					1,285.00	0.00	1,285.00
Total 56004 · Administration - Category V					5,243.33	0.00	5,243.33
TOTAL					139,996.47	139,996.47	0.00

City of Montgomery - MEDC
Balance Sheet

	<u>Oct 31, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
51100 · MEDC Checking	94,816.29
51300 · Time Deposits-MEDC	1,406,700.17
51301 · Texpool Reimbursement Acct	86,239.41
Total Checking/Savings	<u>1,587,755.87</u>
Other Current Assets	
51150 · Accounts Receivable Audit	161,118.74
51174 · Due from Home Grant Funds	5,177.00
51580 · Accrued Interest Receivable	2,780.13
Total Other Current Assets	<u>169,075.87</u>
Total Current Assets	<u>1,756,831.74</u>
TOTAL ASSETS	<u><u>1,756,831.74</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
52000 · Accounts Payable	1,000.00
52001 · Accounts Payable Audit	89,083.33
Total Accounts Payable	<u>90,083.33</u>
Total Current Liabilities	<u>90,083.33</u>
Total Liabilities	90,083.33
Equity	
53900 · Unrestricted Net Assets	1,624,452.97
Net Income	42,295.44
Total Equity	<u>1,666,748.41</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,756,831.74</u></u>

Montgomery Economic Development Corporation
AGENDA REPORT

Meeting Date: November 16, 2020	Budgeted Amount: NA
Prepared By: Richard Tramm	Exhibits: None

Subject

Report on Downtown Improvement and Streetscape Planning Project

Discussion

There is very little to report on the item currently. The MEDC Board of Directors reaffirmed the approval of the agreement with Gunda Corporation at the Special Meeting of November 9, 2020. The City of Montgomery City Council gave concurrence to the expenditure of funds for this item at the City Council Meeting on November 10, 2020. We are at the very start of the process with City staff working to provide necessary materials to Gunda Corporation.

Recommendation

No action requested for this update.

Approved By

City Administrator	Richard Tramm <i>RT</i>	Date: November 12, 2020
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Montgomery Economic Development Corporation
AGENDA REPORT

Meeting Date: November 16, 2020	Budgeted Amount: NA
Prepared By: Richard Tramm	Exhibits: None

Subject

Discuss and consider addition of MEDC Vice-President Dan Walker as a signer to MEDC banking accounts.

Discussion

We will need to add an additional signer to the MEDC banking accounts in the next month. MEDC Vice-President is the only current Board Officer not listed as a signer on the MEDC accounts.

Recommendation

Approve the addition of MEDC Vice-President Dan Walker as a signer to MEDC banking accounts by Resolution.

Approved By

City Administrator	Richard Tramm 	Date: November 12, 2020
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Montgomery Economic Development Corporation
AGENDA REPORT

Meeting Date: November 16, 2020	Budgeted Amount: NA
Prepared By: Richard Tramm	Exhibits: None

Subject

Discuss and Consider Setting Revised Holiday Meeting Schedule

Discussion

The December MEDC Meeting falls during Christmas week this year and would normally be cancelled due to holiday schedule conflicts.
The January 2021 Regular and Annual Meeting date is January 18, 2021; this is Martin Luther King, Jr.'s Birthday, which is a City Holiday.
The February 2021 Regular Meeting date is February 15, 2021; this is President's Day, which is a City Holiday.

Recommendation

Approve
(1) canceling the MEDC Regular Meeting of December 21, 2020 due scheduling conflict with the Christmas Holiday,
(2) rescheduling the January Regular and Annual Meeting date for January 19, 2021 and
(3) rescheduling the February Regular Meeting date for February 16, 2021.

Approved By

City Administrator	Richard Tramm 	Date: November 13, 2020
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Montgomery Economic Development Corporation
AGENDA REPORT

Meeting Date: November 16, 2020	Budgeted Amount: NA
Prepared By: Richard Tramm	Exhibits: Draft Licensing Agreement

Subject

Discuss and Consider approval of an MEDC Licensing Agreement

Discussion

Please review and provide discussion/comment on the attached draft licensing agreement provided by the City's Attorney for the MEDC to license the use of the MEDC's copyrighted logo of the Montgomery Texas Goat with the Texas Flag imagery. There are several items of input staff is seeking from the MEDC Board, such as license fees, exclusivity of license granted and term of license agreements before a final draft is completed.

Recommendation

Provide comments and direction to staff to finalize and/or provide approval for staff to utilize the agreement with parties seeking to license the use of the Montgomery Texas Goat with the Texas Flag imagery.

Approved By

City Administrator	Richard Tramm 	Date: November 12, 2020
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COPYRIGHT LICENSE AGREEMENT

THIS AGREEMENT is entered into the last date written below by and between the MONTGOMERY ECONOMIC DEVELOPMENT CORPORATION, ("LICENSOR"), and [INSERT NAME OF LICENSEE, ENTITY TYPE, and ADDRESS] ("LICENSEE").

WHEREAS, LICENSOR is the sole and exclusive owner of the following copyrights and registrations: [INSERT] (the "Copyrights"); and

WHEREAS, LICENSOR has the power and authority to grant to LICENSEE the right, privilege and license to use the Copyrights on or in association with the goods and/or services covered by the registrations (the "Licensed Products"); and

WHEREAS, LICENSEE has represented that it has the ability to manufacture, market and distribute the Licensed Products in [INSERT TERRITORY] (the "Territory") and to use the Copyrights on or in association with the Licensed Products; and

WHEREAS, LICENSEE desires to obtain from LICENSOR a license to use, manufacture, have manufactured and sell Licensed Products in the Territory and to use the Copyrights on or in association with the Licensed Products; and

WHEREAS, both LICENSEE and LICENSOR are in agreement with respect to the terms and conditions upon which LICENSEE shall use the Copyrights;

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows.

1. LICENSE GRANT

A. LICENSOR hereby grants to LICENSEE a non-exclusive license to use the Copyrights on or in association with the Licensed Products in the [INSERT TERRITORY] (Territory), as well as on packaging, promotional and advertising material associated therewith.

B. LICENSOR hereby grants to LICENSEE the non-exclusive right and license to use, manufacture, have manufactured, sell, distribute, and advertise the Licensed Products in the Territory. It is understood and agreed that this license shall pertain only to the Copyrights and the Licensed Products and does not extend to any other mark, product or service.

C. LICENSEE may not grant any sublicenses to any third party without the prior express written consent of the LICENSOR which may be withheld for any reason.

2. TERM OF THE AGREEMENT

This Agreement and the provisions hereof, except as otherwise provided, shall be in full force and effect commencing on the last the date of execution below and shall extend for [INSERT LENGTH OF TERM] (the "Term").

3. COMPENSATION

A. In consideration for the licenses granted hereunder, LICENSEE agrees to pay to LICENSOR a royalty of ____% (the "Royalty") based on LICENSEE's Net Sales of Licensed Products, accruing upon the sale of the Licensed Products (i.e., when the Licensed Product is billed, invoiced, shipped, or paid for, whichever is first regardless of the time of collection by LICENSEE), calculated on a quarterly calendar basis (the "Royalty Period") and shall be payable no later than thirty (30) days after the termination of the preceding full calendar quarter, i.e., commencing on the first (1st) day of January, April, July, and October, with late payments incurring interest at the rate of ONE PERCENT (1%) per month from the date such payments were originally due.

B. In the event that LICENSEE grants any previously approved sub-licenses for the use of the Copyrights in countries outside of the United States, LICENSEE shall pay LICENSOR FIFTY PERCENT (50%) of the gross income received by LICENSEE from such sub-licensees.

C. LICENSEE shall provide LICENSOR with a written royalty statement in a form acceptable to LICENSOR each Royalty Period whether or not any Licensed Products were sold during that Period and the receipt or acceptance by LICENSOR of any royalty statement or payment shall not prevent LICENSOR from subsequently challenging the validity or accuracy of such statement or payment.

D. "Net Sales" shall mean LICENSEE's gross sales (the gross invoice amount billed customers) of Licensed Products, less discounts and allowances actually shown on the invoice and less any *bona fide* returns. No other costs incurred in the manufacturing, selling, advertising, and distribution of the Licensed Products or any uncollectible accounts or allowances shall be deducted.

4. AUDIT

A. LICENSOR shall have the right, upon at least five (5) days written notice to inspect LICENSEE's books and records and all other documents and material in the possession of or under the control of LICENSEE with respect to the subject matter of this Agreement at a location in the United States. LICENSOR shall have free and full access thereto for such purposes and shall be permitted to make copies thereof and extracts therefrom.

B. In the event that such inspection reveals a discrepancy in the amount of Royalty owed LICENSOR from what was actually paid, LICENSEE shall pay such discrepancy, plus interest, calculated at the rate of ONE AND ONE-HALF PERCENT (1 1/2%) per month. In the event that such discrepancy is in excess of ONE THOUSAND UNITED STATES DOLLARS (\$1,000.00), LICENSEE shall also reimburse LICENSOR for the cost of such inspection including any attorney's fees incurred in connection therewith.

C. All books and records relative to LICENSEE's obligations hereunder shall be maintained and kept accessible and available to LICENSOR for inspection in the United States for at least three (3) years after termination of this Agreement.

D. In the event that an investigation of LICENSEE's books and records is made, certain confidential and proprietary business information of LICENSEE may necessarily be made available to the person or persons conducting such investigation. It is agreed that such confidential and proprietary business information shall be retained in confidence by LICENSOR and shall not be used by LICENSOR or disclosed to any third party for a period of two (2) years from the date of disclosure, or without the prior express written permission of LICENSEE unless required by law. It is understood and agreed, however, that such information may be used in any proceeding based on LICENSEE's failure to pay its actual Royalty obligation.

5. WARRANTIES AND OBLIGATIONS

A. LICENSOR represents and warrants that it has the right and power to grant the licenses granted herein and that there are no other agreements with any other party in conflict herewith.

B. LICENSOR further represents and warrants that to the best of its knowledge, the Copyrights do not infringe any valid right of any third party.

C. LICENSEE represents and warrants that it will use its best efforts to promote, market, sell, and distribute the Licensed Products.

D. LICENSEE shall be solely responsible for the manufacture, production, sale, and distribution of the Licensed Products and will bear all related costs associated therewith.

E. It is the intention of the parties that LICENSEE shall introduce the Licensed Products in all countries in the Territory on or before [INSERT DATE]. Failure to meet this deadline shall constitute grounds for immediate termination of this Agreement by LICENSOR.

6. NOTICES, QUALITY CONTROL AND SAMPLES

A. The licenses granted hereunder are conditioned upon LICENSEE's full and complete compliance with the marking provisions of the patent, copyright and copyright laws of the United States and other countries in the Territory.

B. The Licensed Products, as well as all promotional, packaging, and advertising material relative thereto, shall include all appropriate legal notices as required by LICENSOR. [INSERT REQUIRED NOTICE].

C. The Licensed Products shall be of a high quality which is at least equal to comparable products previously manufactured and marketed by LICENSEE under the copyrights and in conformity with a standard sample approved by LICENSOR.

D. If the quality of a class of the Licensed Products falls below such a production-run quality, as previously approved by LICENSOR, LICENSEE shall use its best efforts to restore such quality. In the event that LICENSEE has not taken appropriate steps to restore such quality within thirty (30) days after notification by LICENSOR, LICENSOR shall have the right to terminate this Agreement and require that the LICENSEE cease using the Copyrights.

E. Prior to the commencement of manufacture and sale of the Licensed Products, LICENSEE shall submit to LICENSOR, at no cost to LICENSOR and for approval as to quality, six (6) sets of samples of all Licensed Products which LICENSEE intends to manufacture and sell and one (1) complete set of all promotional and advertising material associated therewith. Failure of LICENSOR to approve such samples within thirty (30) working days after receipt thereof will be deemed approval. Once such samples have been approved by LICENSOR, LICENSEE shall not materially depart therefrom without LICENSOR's prior express written consent, which shall not be unreasonably withheld.

F. At least once during each calendar year, LICENSEE shall submit to LICENSOR, for approval, an additional six (6) sets of samples.

G. The LICENSEE agrees to permit LICENSOR or its representative to inspect the facilities where the Licensed Products are being manufactured and packaged.

7. NOTICE AND PAYMENT

A. Any notice required to be given pursuant to this Agreement shall be in writing and delivered personally to the other designated party at the above stated address or mailed by certified or registered mail, return receipt requested or delivered by a recognized national overnight courier service, except e-mail may be used for day-to-day operations and contacts but not for 'notice' or other communications required under this agreement or by law.

B. Either party may change the address to which notice or payment is to be sent by written notice to the other in accordance with the provisions of this paragraph.

8. COPYRIGHTS

A. LICENSOR shall seek, obtain and, during the Term of this Agreement, maintain in its own name and at its own expense, appropriate protection for the Copyrights, and LICENSOR shall retain all right, title and interest in the Copyrights as well as any modifications made to the Copyrights by LICENSEE. LICENSEE agrees that its use of the Copyrights inures to the benefit of LICENSOR and that the LICENSEE shall not acquire any rights in the Copyrights.

B. The parties agree to execute any documents reasonably requested by the other party to effect any of the above provisions.

C. LICENSEE acknowledges LICENSOR's exclusive rights in the Copyrights and, further, acknowledges that the Copyrights are unique and original to LICENSOR and that LICENSOR is the owner thereof. LICENSEE shall not, at any time during or after the effective Term of the Agreement dispute or contest, directly or indirectly, LICENSOR's exclusive right and title to the Copyrights or the validity thereof. LICENSOR, however, makes no representation or warranty with respect to the validity of any patent, copyright or copyright which may issue or be granted therefrom.

9. TERMINATION OR EXPIRATION

A. In addition to the termination rights that may be provided elsewhere in this Agreement, either party may terminate this Agreement upon thirty (30) days written notice to the other party

in the event of a breach of a material provision of this Agreement by the other party, provided that, during the thirty (30) day period, the breaching party fails to cure such breach. Upon expiration or termination, all Royalty obligations, including any unpaid portions of the Guaranteed Minimum Royalty, shall be accelerated and shall immediately become due and payable, and LICENSEE's obligations for the payment of a Royalty and the Guaranteed Minimum Royalty shall survive expiration or termination of this Agreement and will continue for so long as LICENSEE continues to manufacture, sell or otherwise market the Licensed Products.

B. Upon expiration or termination, LICENSEE shall provide LICENSOR with a complete schedule of all inventory of Licensed Products then on-hand (the "Inventory").

C. Upon expiration or termination, except for reason of a breach of LICENSEE's duty to comply with the quality control or legal notice marking requirements, LICENSEE shall be entitled, for an additional period of three (3) months and on a nonexclusive basis, to continue to sell such Inventory. Such sales shall be made subject to all of the provisions of this Agreement and to an accounting for and the payment of a Royalty thereon, due and paid within thirty (30) days after the close of the three (3) month period.

D. Upon the expiration or termination of this Agreement, all of the rights of LICENSEE under this Agreement shall terminate and immediately revert to LICENSOR and LICENSEE shall immediately discontinue all use of the Copyrights at no cost whatsoever to LICENSOR, and LICENSEE shall immediately return to LICENSOR all material relating to the Copyrights including at no cost to LICENSOR.

10. GOOD WILL

LICENSEE recognizes the value of the good will associated with the Copyrights and acknowledges that the Copyrights and all rights therein including the good will pertaining thereto, belong exclusively to LICENSOR.

11. INFRINGEMENTS

If an action for infringement of the rights licensed in this Agreement is brought, each party shall execute all papers, testify on all matters, and otherwise cooperate in every way necessary and desirable for the prosecution of any such lawsuit.

12. INDEMNITY

LICENSEE agrees to defend and indemnify LICENSOR, its officers, directors, agents and employees, against all costs, expenses and losses (including reasonable attorneys' fees and costs) incurred through claims of third parties against LICENSOR based on the manufacture or sale of the Licensed Products including, but not limited to, actions founded on product liability.

13. INSURANCE

LICENSEE shall, throughout the Term of the Agreement, obtain and maintain at its own cost and expense from a qualified insurance company licensed to do business in California, standard Product Liability Insurance naming LICENSOR as an additional named insured. Such policy shall provide protection against any and all claims, demands and causes of action arising out of

any defects or failure to perform, alleged or otherwise, of the Licensed Products or any material used in connection therewith or any use thereof. The amount of coverage shall be a \$10 million combined single limit for each single occurrence for bodily image and/or property damage. The policy shall provide for ten (10) days notice to LICENSOR from the insurer by Registered or Certified Mail, return receipt requested, in the event of any modification, cancellation or termination thereof. LICENSEE agrees to furnish LICENSOR a certificate of insurance evidencing same within thirty (30) days after execution of this Agreement and, in no event shall LICENSEE manufacture, distribute or sell the Licensed Products prior to receipt by LICENSOR of such evidence of insurance.

14. JURISDICTION AND DISPUTES

A. This Agreement shall be governed in accordance with the laws of the State of California, United States of America.

B. Any controversy, claim or dispute arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate (except at the option of either party for any application for injunctive relief) shall be finally settled by arbitration in Los Angeles County, California under the rules of the American Arbitration Association (AAA) before one arbitrator and judgment upon the award rendered may be entered in any court having jurisdiction. In this regard, the parties submit to the personal subject matter jurisdiction of the State of California. The arbitration provisions of this Section shall be interpreted according to, and governed by, the Federal Arbitration Act, and any action to enforce any rights hereunder shall be brought exclusively in the U.S. District Court for the Central District of California. **EACH PARTY HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY OF ANY DISPUTE RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH ACTION SHALL BE ADJUDICATED BY AN ARBITRATOR AND WITHOUT A JURY.**

C. The parties may mutually agree upon any procedure for appointing the arbitrator and shall inform the AAA administrator as to such procedure; however, if within 45 days after the commencement of the arbitration, all of the parties have not mutually agreed on a procedure for appointing the arbitrator or have not mutually agreed on the designation of the arbitrator, the AAA administrator shall unilaterally appoint and designate the presiding arbitrator.

D. If a party fails to file a statement of defense within the time established by the tribunal without showing sufficient cause for such failure, as determined by the tribunal, or if a party, duly notified, fails to appear at a hearing without showing sufficient cause for such failure, as determined by the tribunal, the tribunal may proceed with the arbitration; or if a party, duly invited to produce evidence or take any other steps in the proceedings fails to do so within the time established by the tribunal without showing sufficient cause for such failure, as determined by the tribunal, the tribunal may make the award on the evidence before it.

E. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

15. AGREEMENT BINDING ON SUCCESSORS

The provisions of this Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

16. WAIVER

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

17. SEVERABILITY

If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

18. NO JOINT VENTURE

Nothing contained herein shall constitute this arrangement to be employment, a joint venture or a partnership.

19. ASSIGNABILITY

The license granted hereunder is personal to LICENSEE and shall not be assigned by any act of LICENSEE or by operation of law unless in connection with a transfer of substantially all of the assets of LICENSEE or with the consent of LICENSOR.

20. GOVERNMENTAL APPROVAL

As promptly as possible after execution of this Agreement, LICENSEE agrees to submit copies of this Agreement to any governmental agency in any country in the Territory where approval of a license agreement is necessary and agrees to promptly prosecute any such application diligently. This Agreement shall only become effective in such country or countries upon receipt of appropriate approval from the applicable governmental agency.

21. INTEGRATION

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties, including any option agreements which may have been entered into between the parties, and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may be in conflict with said Agreement.

22. AMENDMENTS

Any amendment to this Agreement must be in writing and signed by an authorized person of each party.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

[INSERT NAME OF LICENSOR] [INSERT NAME OF LICENSEE]

By:
Title:
Date:

By:
Title:
Date:

Montgomery Economic Development Corporation
AGENDA REPORT

Meeting Date: November 16, 2020	Budgeted Amount: NA
Prepared By: Richard Tramm	Exhibits:

Subject

Consideration and possible action on request by Montgomery County United to use up to \$3,000 in blight removal funds to improve the visual look of several properties on the north side of the City.

Discussion

MEDC funds have been used for this purpose previously by Montgomery County United. This request was made by Arnette Easley on behalf of Montgomery County United.

Recommendation

Consider approval of the request utilizing funds from Account 56002.2 Removal of Blight under Category III Quality of Life.

Approved By

City Administrator	Richard Tramm 	Date: November 13, 2020
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Development Report November 2020

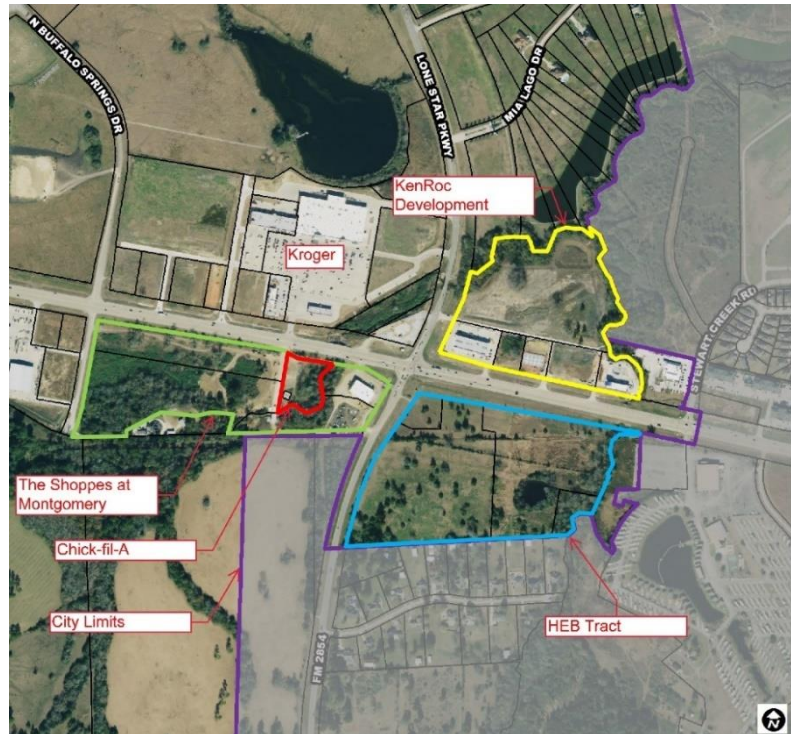
Richard Tramm, City Administrator
Dave McCorquodale, CPM, Assistant City Administrator and
Director of Planning & Development

This month's report finds the City still navigating the effects of COVID-19 and cautiously watching the declining infection rate in the county. Residential homebuilding is steady relative to previous months with two new subdivisions under development in the City. Commercial development continued at a steady pace this month. City staff is closely monitoring the situation to understand the implications on economic development within our City.

Commercial Development

East End Commercial –

Construction on the east end of Montgomery continues at a moderate pace. There has been no activity on the KenRoc, HEB or Kroger developments this month. The 26-acre Shoppes at Montgomery is active with Starbucks nearing completion of the building exterior (interior buildout not started), and the two retail centers that include Chipotle, Ruthie Grace Boutique, and HotWorx fitness studio are nearing completion of the exteriors. AutoZone is expected to begin construction soon next to McCoy’s Building Supply.



Central Business District & Historic Downtown –

Two new businesses opened in downtown this month—Wings Over Montgomery wing restaurant along with Naughty by Nature Apothecary, serving coffee and pastries in the former Fare Thee Well boutique.



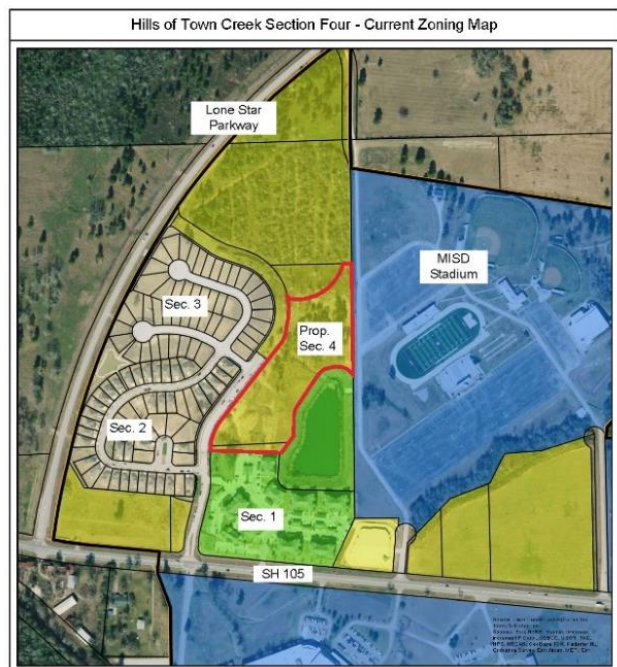
Residential Development

Existing homesite inventory is available, and several new residential subdivisions are under development. While uncertainty exists in the market, low mortgage interest rates coupled with a desirable community and relatively low home prices will likely keep demand for new housing strong for the immediate future.

- 63 new homes have been completed in 2020 (6.3 homes/month, on par with average)
- 8 completed in October
- 9 new single-family home permits issued in October

Hills of Town Creek Subdivision –

With a total of 100 single-family homesites, this subdivision is immediately west of Town Creek Apartments along Emma’s Way. 62 homes are complete, 22 are under construction, and 16 lots are available. Plans for a new 30-lot section have been approved and site development work for roads and utilities has begun.



Montgomery Townhomes –Plans have been approved for a 48-unit townhome project along Plez Morgan Drive and site construction is began in early September. Construction of the townhomes is likely to begin before the end of the year.

Terra Vista Subdivision – 61 single-family homesites along FM 1097 northeast of Waterstone. 42 homes are complete, 4 are under construction, and 15 lots are available.

Town Creek Crossing –

This addition to the Buffalo Springs Planned Development includes 199 residential homesites and eight commercial reserves. Land planning and civil engineering work are underway. More details on the timeline for construction will be provided as they become available.



City Development Activities

Texas Water Development Board Funding - The City is utilizing \$2.8 million in TWDB funding for water and sewer infrastructure projects that include:

- Downtown + SH105 Waterline Replacement. (City Council awarded a bid in mid-July; construction planned to start in late 2020).
- Water Plant #3 (pending facility inspection review).
- Lift Station #1 (complete and operational).
- Lift Station #3 Sanitary Force Main Reroute (design complete; process on hold pending award of above projects to determine final funding balances)

General Land Office Severe Flood Mitigation Grant – In 2018, the City was awarded \$2.2 million from the Texas General Land Office (GLO) for flood-related damages associated with 2016-2018 flooding events, which included the Memorial & Tax Day floods and Hurricane Harvey. A study of the Town Creek and Anders Branch watersheds on the north side of the City is now complete, and projects identified in the study will be implemented with a portion of the grant funds.

HOME Grant --The City Council approved an application to be made for the State of Texas HOME project in mid-2018. Applicants must have an income lower than 80% of the average income for the area, be the owner of the existing house and have a clear title to the property. Four city residents qualified for the program and all home were completed and received Certificates of Occupancy in October 2020. The City will pursue future grant funding as needs and resources are identified.

Comprehensive Plan – The City Council adopted the Montgomery 2020 Comprehensive Plan at their November 10th regular meeting. The plan development process began in late 2018. The Plan was developed by TAMU’s Community Resilience Collaborative and Texas SeaGrant. The City held a series of five community meetings during 2019 to get input from residents and businesses. The Plan will guide public policy in areas such as transportation, utilities, land use, recreation, and housing. The Plan can be found on the City’s website under “Latest News”.

Downtown Improvement Plan

This MEDC-funded project to improve the streetscape and pedestrian space in the downtown area is an approximately 7-month project that begins in November 2020. The MEDC worked with TAMU landscape architecture students on visioning for the project and has contracted with the Gunda Corporation/White Oak Studio team to lead the design efforts.



Minimum MUD standards – The City has begun formulating minimum standards for in-city MUD districts, as well as other Special Purpose Districts in the City limits and ETJ. MUD’s Three questions that will be incumbent on the developer to answer are:

1. How does the district benefit its residents? (amenities, etc)
2. How does the district benefit the broader community? (variety of housing options)
3. How does the district benefit the City? (fiscally responsible plan)

More details of how these standards develop will be provided as the process evolves.

Businesses Opened in 2020

Coldwell Banker; 21105 Eva Street, Suite 110

Christian Brothers Automotive; 19920 Eva Street

Chick-fil-A; 20155 Eva Street

Best Donuts; 20998 Eva Street

Dr. Kendra Pratt, Orthodontist; 19970 Eva Street, Suite 105

K Innovations Station (graphic design & print services); 304 John A. Butler Street

Beauty Babes (professional makeup and hair salon with boutique); 305 Prairie Street

Top Fuel Nutrition; 20821 Eva Street Ste. L

Naughty by Nature Apothecary; 204 McCown Street Ste. B

Wings Over Montgomery; 14335 Liberty Street



October 21, 2020

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

Re: Engineering Report
Council Meeting: October 27, 2020
City of Montgomery

Dear Mayor and Council:

The following information summarizes our activities on your behalf since the September 22nd Council Meeting:

Status of Previously Authorized Projects:

All projects discussed below are shown on the enclosed maps of active developments and capital projects.

a) Baja Road Water and Drainage Improvements, Phase I & Phase II (CDBG)

We are working with the Contractor, City, and GrantWorks to ensure all required documentation is prepared and submitted as required by the Texas Department of Agriculture to close out the project.

b) Water Distribution System Analysis and Master Plan – CP No. 3 – Downtown and SH-105 Waterline Replacement

As a reminder, the project was awarded to Nerie Construction, LLC in the amount of \$913,838.00 at your July 14th City Council meeting. We addressed the comments to the contracts from the Texas Water Development Board (“TWDB”) and the City’s Attorney, and returned the contracts to the TWDB for final review and approval prior to City execution.

c) Water Distribution System Analysis and Master Plan – CP No. 9 - Water Plant No. 3 Improvements

As discussed at your September 22nd Council meeting, we inspected the interior of Ground Storage Tank No. 1 on October 7th. We plan to discuss this further at this month’s Council meeting.

d) GLO Projects

There is nothing new to report this month.

e) Anders Branch Drainage Analysis

We are working with BGE to evaluate additional alternatives for drainage solutions.

f) Sanitary Sewer System Analysis and Master Plan – CP No. 3b – Lift Station No. 1 Replacement

We are working to determine the total number of days that will be included in the calculation of liquidated damages, and plan to discuss how to move forward with the City. As a reminder the contractor completed the work 194 days after the original contract completion date.

Status of Previously Authorized Projects (cont.):**g) Sanitary Sewer System Analysis and Master Plan – CP No. 10 – Lift Station No. 3 Force Main Re-Route**

As a reminder, this project is included in TWDB CWSRF loan. The design is substantially complete, has received TxDOT approval, and is temporarily on hold.

Existing and Upcoming Developments:

a) Feasibility Studies – There are no ongoing feasibility studies at this time.

b) Plan Reviews

i. Hills of Town Creek, Section 4 – We received revised plans for the development on September 18th and provided plan approval on October 20th.

ii. Moon Over Montgomery – We received revised plans for the development on October 8th and returned comments to the plans on October 20th.

c) Plat Reviews

i. Moon Over Montgomery Minor Plat – We received the initial minor plat on October 7th and provided comments to the plat on October 20th.

d) Ongoing Construction

i. Shoppes at Montgomery Public Waterline Extension – The contractor addressed all items identified at the final inspection and we are preparing the documents for the City to accept the infrastructure. We plan to present the Certificate of Acceptance and Certificate of Substantial Completion at your November 10th Council meeting.

e) One-Year Warranty Inspections

i. Villas of Mia Lago, Section 2 – It is our understanding the contractor is working to address the items identified at the one-year warranty inspection.

ii. Hills of Town Creek, Section 3 – The one-year warranty inspection was held on January 7, 2020, and the contractor is currently addressing the punch list items.

iii. Emma's Way – The one-year warranty inspection was held on February 18, 2020 and the contractor is currently addressing the punch list items.

Meetings and Ongoing Activities:

a) Town Creek Inspection – TxDOT cleared out the portion of the channel within the Right-of-Way, and we are coordinating with adjacent property owners to clear out the remaining debris.

Meetings and Ongoing Activities (cont.):

- b) **Biweekly Operations Conference Call** – We continue hosting a biweekly conference call with representatives from Gulf Utility Service, Inc. and City Staff. Items of note discussed during the previous month included updates on various warranty inspections, general updates on all active design and construction projects, and general operations of the City’s water and sanitary sewer facilities.
- c) **FM 1097 & Atkins Creek (TxDOT)** – We are coordinating with TxDOT regarding the selected option for repairs, which is scheduled to let in January 2021 pending TxDOT’s obtaining of all necessary right-of-way. We received an exhibit showing the needed easements and right-of-way and are working with TxDOT to coordinate obtaining the necessary property.
- d) **FM 149 & SH-105 Right Turn Lane** –TxDOT has advised that the project is scheduled to be let in 2021.

Please contact Katherine Vu or me if you have any questions.

Sincerely,



Chris Roznovsky, PE
Engineer for the City

CVR/kmv

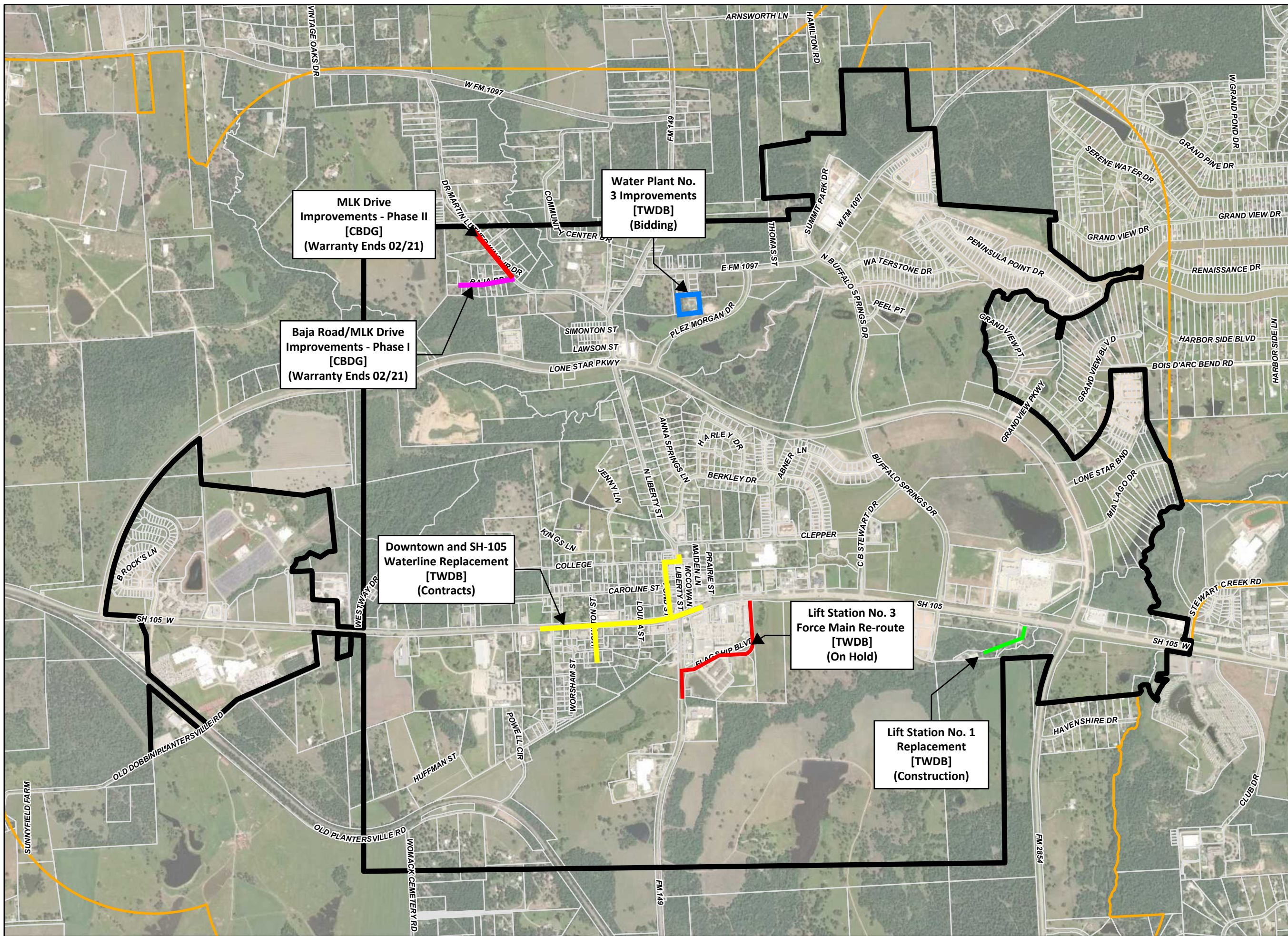
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Enclosures:

Active Capital Projects Map
Active Developments Map

Cc (via email):

The Planning and Zoning Commission – City of Montgomery
Mr. Richard Tramm – City of Montgomery, City Administrator
Ms. Susan Hensley – City of Montgomery, City Secretary
Mr. Alan Petrov – Johnson Petrov LLP, City Attorney



MLK Drive Improvements - Phase II [CBDG] (Warranty Ends 02/21)

Baja Road/MLK Drive Improvements - Phase I [CBDG] (Warranty Ends 02/21)

Water Plant No. 3 Improvements [TWDB] (Bidding)

Downtown and SH-105 Waterline Replacement [TWDB] (Contracts)

Lift Station No. 3 Force Main Re-route [TWDB] (On Hold)

Lift Station No. 1 Replacement [TWDB] (Construction)

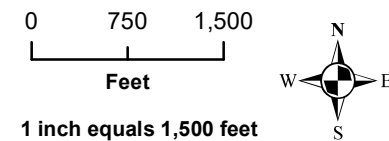


VICINITY MAP
Scale: 1 inch equals 20 miles

LEGEND

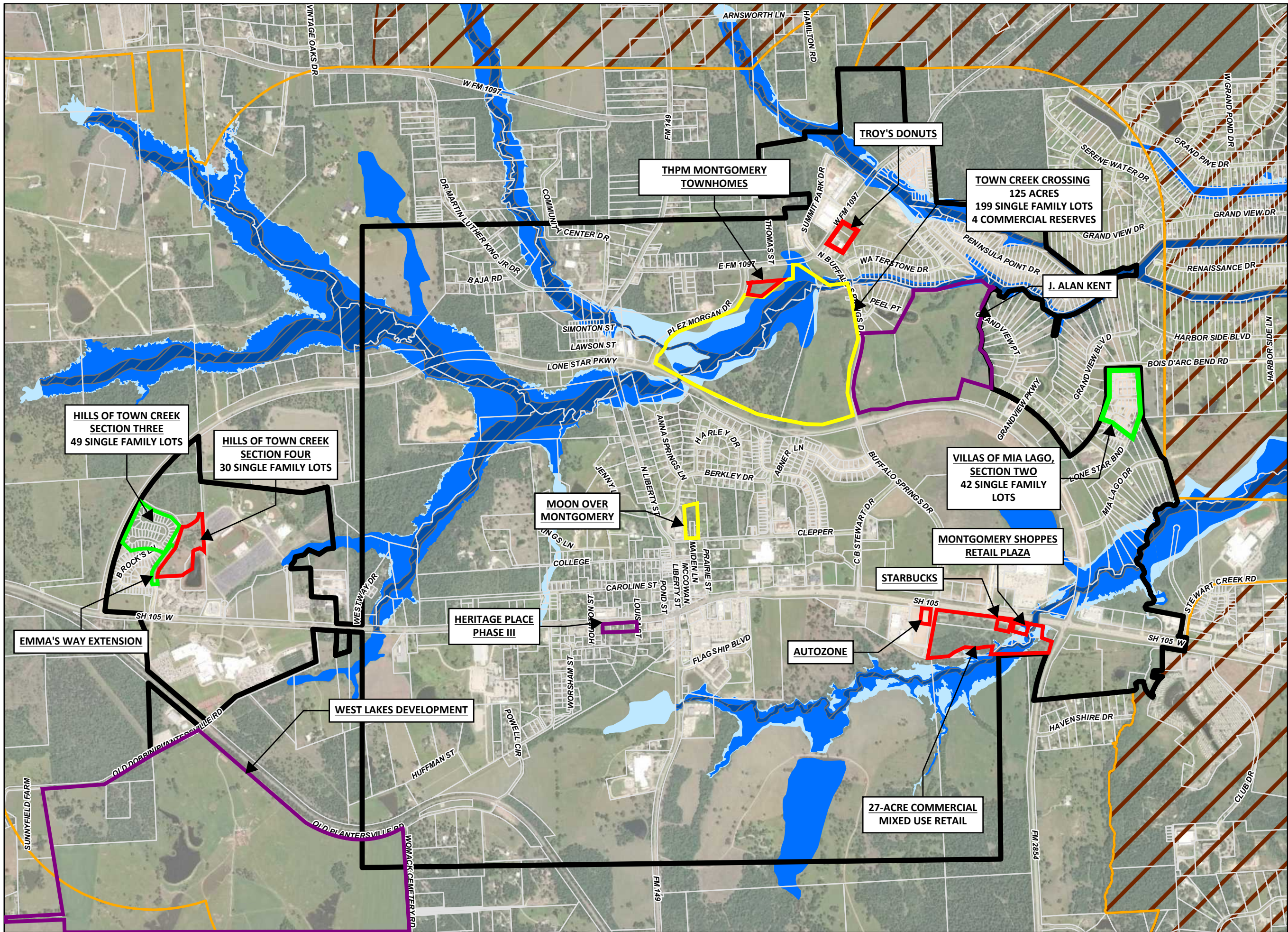
- City Limits
- City ETJ
- MCAD Parcels

ACTIVE CAPITAL PROJECTS
(OCTOBER 2020)



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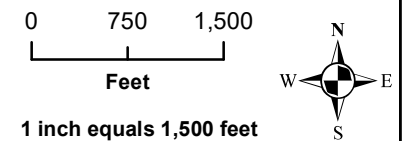
VICINITY MAP

Scale: 1 inch equals 20 miles

LEGEND

- City Limits
- City ETJ
- City of Conroe ETJ
- MCAD Parcels
- Floodway
- 100-year
- 500-year
- Complete/Under Warranty
- Under Construction
- In Design
- Planning/Feasibility

ACTIVE DEVELOPMENTS (OCTOBER 2020)



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