

**NOTICE OF SPECIAL MEETING OF BOARD OF DIRECTORS OF
BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC)**

Tuesday, May 8, 2018 – 8:00 A.M.

Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas

1. CALL TO ORDER

The Bastrop EDC Board reserves the right to convene into Executive Session at any time during the meeting regarding any agenda item in compliance with the Texas Open Meetings Act, Chapter 551 Government Code.

2. EXECUTIVE SESSION

2.1. The Bastrop EDC Board of Directors will meet in a closed/executive session pursuant to the Texas Government Code, Chapter 551, to discuss the following:

- (1) **Section 551.072** – Deliberation about the purchase, exchange, lease, or value of real property: Granite & Stone, LLC
- (2) **Section 551.087** – Deliberation regarding economic development negotiations: Granite & Stone, LLC
- (3) **Section 551.074** – Personnel Matters: Executive Director position

2.2. The Bastrop EDC Board of Directors will reconvene into open session to discuss, consider and/or take any action necessary related to the executive sessions noted herein.

3. PUBLIC COMMENT(S)

4. REGULAR BUSINESS & PRESENTATIONS

- 4.1. Consideration, discussion and possible action regarding Resolution R-2018-0003 of the Board of Directors of the Bastrop Economic Development Corporation approving an agreement for professional recruitment and hiring services between Strategic Government Resources and the Bastrop Economic Development Corporation. **(page 3)**
- 4.2. Consideration, discussion and possible action regarding an Economic Development Performance Agreement with Granite & Stone, LLC. **(page 106)**
- 4.3. Consideration, discussion and possible action on changing the date, time, and/or location of the May BEDC Board Meeting, currently scheduled for May 21, 2018. **(page 131)**

5. ADJOURNMENT

CERTIFICATE

I, Angela Ryan, Assistant Director of the Bastrop Economic Development Corporation (Bastrop EDC), certify that this Notice of Meeting was posted on the front window of the Bastrop EDC offices, 301 Hwy 71 W., Suite 214, at the Bastrop City Hall, 1311 Chestnut Street, and on the Bastrop EDC's website on this the 4th day of May 2018 at 5:00 p.m. Copies of this agenda have been provided to those members of the media requesting such information.

Angela Ryan

Angela Ryan, BEDC Assistant Director

THE BASTROP ECONOMIC DEVELOPMENT CORPORATION IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE MODIFICATIONS AND EQUAL ACCESS WILL BE PROVIDED UPON REQUEST. PLEASE CALL 512-303-9700.



Agenda Item: 4.1

AGENDA MEMORANDUM

Meeting Date: May 8, 2018

Agenda Item: Consideration, discussion and possible action regarding Resolution R-2018-0003 of the Board of Directors of the Bastrop Economic Development Corporation approving an agreement for professional recruitment and hiring services between Strategic Government Resources and the Bastrop Economic Development Corporation.

Prepared by: Angela Ryan, Assistant Director

At the BEDC Board Meeting on April 16th, Board voted to contract with Strategic Government Resources (SGR) to assist with finding an Executive Director to replace Shawn Kirkpatrick, who had tendered his resignation.

SGR has submitted a proposal for executive recruitment services, which can be found in your packet. BEDC attorney Charlie Zech drafted a professional services agreement and has been working with SGR to obtain the necessary exhibits.

Attachments:

Draft Resolution

Proposal from Strategic Government Resources (SGR)

Draft Professional Services Agreement with SGR

Recommendation

N/A

[RECOMMENDED MOTION] I move to approve Resolution R-2018-0003.

RESOLUTION NO. R-2018-0003

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING AN AGREEMENT FOR PROFESSIONAL RECRUITMENT AND HIRING SERVICES BETWEEN STRATEGIC GOVERNMENT RESOURCES AND THE BASTROP ECONOMIC DEVELOPMENT CORPORATION; AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF NECESSARY DOCUMENTATION; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bastrop Economic Development Corporation (“BEDC”) is a public instrumentality and non-profit industrial development corporation duly established and operating under Texas Local Government Code, Chapters 501 and 505, *et seq.*, as amended, known as the Development Corporation Act of 1979 (the “Act”); and

WHEREAS, BEDC’s current Executive Director has recently given his notice of resignation and his last day of employment was April 20, 2018; and

WHEREAS, BEDC will need to hire a new Executive Director in the immediate future; and

WHEREAS, BEDC wants to seek out the most experienced and qualified candidates to consider hiring as its new Executive Director; and

WHEREAS, to fulfill its public purpose in advancing qualifying projects under Texas Local Government Code, Chapters 501 and 505, *et seq.*, as amended, the BEDC requires certain administrative services and support, including without limitation, the recruitment and hiring of an Executive Director to oversee the day-to-day operations of the BEDC; and

WHEREAS, the recruitment and hiring services provided by Strategic Government Resources to locate the next Executive Director for the BEDC are included within the term “cost” with respect to qualifying projects and are therefore authorized expenditures, as provided by Texas Local Government Code § 501.152; and

WHEREAS, after careful evaluation and consideration by the Board, it has determined that these services and this support can be provided most beneficially, efficiently and economically by Strategic Government Resources under a service agreement by and between the parties as attached hereto as Exhibit “A” (the “Agreement”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1. The Board hereby finds that all of the recitals above are true and correct and are incorporated herein as if restated in full.

SECTION 2. On this date, the ____ day of _____, 20____, the BEDC hereby finds that the provision of certain recruitment and hiring services is necessary for the BEDC’s proper advancement of qualifying projects under Texas Local Government Code, Chapters

RESOLUTION NO. R-2018-0003

501 and 505, *et seq.*, as amended, and hereby approves the terms of the Agreement by and between the BEDC and the City of Bastrop for the provision of services and support as set forth and attached hereto as Exhibit "A."

SECTION 3. The Board authorizes Chair Camilo Chavez to take all necessary actions, including the execution of the Bastrop Economic Development Standard Professional Services Agreement with attachments consistent with the SGR proposal and related documentation, if any.

SECTION 4. This Resolution is effective upon passage.

PASSED AND APPROVED on the _____ day of _____ 20____, by the Board of Directors of the Bastrop Economic Development Corporation.

[SIGNATURE PAGE FOLLOWS]

DRAFT

RESOLUTION NO. R-2018-0003

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Kevin Plunkett, Board Vice-Chair

ATTEST:

Sam Kier, Board Secretary

APPROVED AS TO FORM:

Denton, Navarro, Rocha, Bernal & Zech, P.C.
Board Counsel

DRAFT

RESOLUTION NO. R-2018-0003

Exhibit "A"

DRAFT

PROPOSAL FOR EXECUTIVE RECRUITMENT SERVICES

EXECUTIVE DIRECTOR
BASTROP ECONOMIC DEVELOPMENT CORPORATION

April 2018

Strategic Government Resources

Ron Holifield, CEO
P.O. Box 1642
Keller, Texas 76244
214-676-1691

Ron@GovernmentResource.com





April 17, 2018

Shawn A. Kirkpatrick, Executive Director
Bastrop Economic Development Corporation
shawn@bastropedc.org

Dear Mr. Kirkpatrick:

Thank you for the opportunity to submit this proposal to assist the Bastrop Economic Development Corporation in your search for a new Executive Director.

SGR is one of the top three local government executive recruitment firms in the nation and has the unique ability to provide a personalized and comprehensive recruitment to meet your needs. I would like to draw your attention to a few key items that distinguish SGR from other recruitment firms:

- SGR has over 61,000 email subscribers to my weekly “10 in 10 Update on Leadership and Innovation” e-newsletter. Over 18,000 of those subscribers are in Texas.
- SGR will send targeted emails to our database of over 1,900 economic development professionals.
- SGR’s website, where this position would be posted, receives over 36,000 local government official visitors each month, with over 75,000 page hits per month – more than any other local government search firm website in the nation.
- SGR’s job board (a separate website), where this position would also be posted, is the 2nd largest local government job board in the nation, with over 16,000 local government job seeker visitors each month, and over 1,800 jobs listed at any given time.
- SGR is the only search firm with a social media expert on staff, who provides a comprehensive social media marketing campaign that includes email, Facebook, Twitter, Instagram, and LinkedIn.

The simple fact is that no other firm can touch our reputation for being trusted by both clients and candidates, and for successful long-term placements. We are truly excited about the prospect of doing this recruitment for the Bastrop EDC. We are available to visit in person with you at your convenience.

Respectfully submitted,

Ron Holifield, Chief Executive Officer
Strategic Government Resources
Ron@GovernmentResource.com
Cell: 214-676-1691

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TAB 1

Company Contact Information

Strategic Government Resources

Contact Information for Binding Official / Primary Contact

Chuck Sparks, Chief Operating Officer

Address: P.O. Box 1642, Keller, TX 76244

Office: 817-337-8581

Fax: 817-796-1228

Email: ChuckSparks@GovernmentResource.com

Website: www.governmentresource.com

Alternate Contacts

Ron Holifield, Chief Executive Officer

Cell: 214-676-1691

Email: Ron@GovernmentResource.com

Doug Thomas, Senior Vice President

Cell: 863-860-9314

Email: DouglasThomas@GovernmentResource.com



TAB 2

COMPANY PROFILE

Background

Strategic Government Resources (SGR) was founded in 1999 and is fully owned by former City Manager Ron Holifield. Ron spent two high-profile decades in city management, which included service as City Manager in several cities. He founded SGR for the express purpose of helping local governments be more successful by recruiting, assessing, and developing innovative, collaborative, authentic leaders. We specialize in executive recruitment, live training, online training, leadership development, assessments, consulting, and various other services geared to promote innovation in local governments.

Mission & Core Values

SGR's mission is to facilitate innovative leadership in local government. The simple fact is that in today's world of limited resources, local governments must innovate to survive. SGR has been, and continues to be, a leader in spurring innovation in local government.

SGR's core values are: Customer Service; Integrity; Philanthropy; Continuous Improvement; Flexibility; The Golden Rule; Collaboration; and, Protecting Relationships.

Office Locations

SGR's corporate headquarters is in Keller, Texas, in the Dallas/Fort Worth Metroplex. SGR also has virtual offices in:

Florida

Kissimmee
Lakeland

Massachusetts

Boston

Missouri

Gladstone

Oklahoma

Stillwater

Pennsylvania

Philadelphia

Texas

Abilene
Coppell
Corpus Christi
Granbury
Greenville
Lubbock
Murchison
North Richland Hills
Sugar Land
Tyler

Virginia

Harrisonburg

Executive Recruitment Team

- Ron Holifield, Chief Executive Officer
- Melissa Valentine, Managing Director of Recruitment and Human Resources
- Leigh Corson, Talent Research Manager
- Muriel Call, Research Manager
- Delena Franklin, Lead Recruitment Coordinator
- Becky Welch, Recruitment Coordinator
- Courtney Ware, Recruitment Coordinator
- Andra Henson, Research Specialist
- Doug Thomas, Senior Vice President
- Cindy Hanna, Senior Consultant
- Bill Peterson, Senior Vice President
- Bob Turner, Senior Vice President
- Gary Holland, Senior Vice President
- Ken Wiegand, Senior Vice President
- Kirk Davis, Senior Vice President
- Kurt Hodgen, Senior Vice President
- Larry Boyd, Senior Vice President
- Larry Gilley, Senior Vice President
- Lissa Barker, Senior Vice President
- Mike Tanner, Senior Vice President
- Ron Robinson, Senior Vice President
- Tommy Ingram, Senior Vice President

TAB 3

UNIQUE QUALIFICATIONS

Marketing and Networking

- SGR's 10 in 10 Update on Leadership and Innovation e-newsletter, where all recruitments conducted by SGR are announced, reaches over 61,000 subscribers.
- SGR has an opt-in subscriber database of over 1,900 economic development professionals.
- SGR has formal collaborative partnerships with Florida City and County Management Association, Louisiana Municipal Association, Missouri Municipal League, Oklahoma Municipal League, National Public Employers Labor Relations Association, Engaging Local Government Leaders, City Management Association of Oklahoma, Texas Fire Chiefs Association, and Texas Recreation and Parks Society.
- SGR trains approximately 800 local government employees each month in live training classes.
- SGR has almost 300 local government clients in over 40 states for our recruitment, training, and leadership development business lines combined.

Each executive recruiter has many years of experience in local government and a national network of relationships. The entire executive recruitment group works as a team to leverage their networks to assist with each recruitment. SGR team members are active on a national basis, in both local government organizations and professional associations. Many SGR team members frequently speak and write on issues of interest to local government executives. Only SGR can work all of the relevant networks as a peer and insider, resulting in better recruitment, better investigation, better intelligence, better information, and better final decisions.

Comprehensive Needs Assessment

SGR's executive recruiting services are unequalled. Our role is to find the candidate who is the best match for your organization. SGR devotes a tremendous amount of energy to understanding your organization's unique culture, environment, and local issues to ensure a great "fit" from values, philosophy, and management style perspectives.

Finding qualified candidates is not difficult; the hard part is finding qualified candidates who are the right fit for your organization. A leading edge candidate and a safe harbor candidate often look the same on paper, but will have profoundly different impacts on your organization.

Accessibility

Your executive recruiter is accessible at all times throughout the recruitment process and can be reached by candidates or clients, even at night and on weekends, by cell phone or email.

Responsive to You

If a problem arises, or you have questions, you can count on SGR staff to be available, prepared, and prompt.

Trust of Candidates

SGR has a track record of remarkable confidentiality and providing wise counsel to candidates and next generation leaders; we have earned their trust. As a result, SGR is typically able to get exceptional prospects to become candidates, even if they have declined to become involved in other recruitment processes, because candidates trust SGR to assess the situation well, communicate honestly and bluntly, and maintain their confidentiality.

Listening to Your Unique Needs

SGR is more interested in listening than in talking. Some firms depend on their tried and true stable of reliable candidates. These firms do not really need to listen to the client because the recruitment will result in the same list of finalists, no matter the type of information they receive from the client. SGR devotes tremendous energy to actively listening to your organization and helping you define and articulate your needs. SGR does not just go through the motions and then provide you with a list of qualified names from a stable of regulars. We work hard to conduct a comprehensive recruitment that is unique to you.

Recorded Online Interviews with Candidates

SGR's unique online recorded interview process allows the search committee to see candidates in an interview setting prior to the finalist stage of the recruitment process, and without having to pay travel expenses.

Comprehensive Media Reports

One of the worst things that can happen for your organization is to be surprised by undisclosed information about a finalist, especially if the surprise comes in the form of a newspaper article that is found by your critics. SGR produces a comprehensive media search report on each finalist candidate. Each Media Report is compiled from information gathered using our proprietary online search process. This is not an automated process, and produces far superior results than a standard Google search which is typically utilized by other recruitment firms. The report length may be as long as 350 pages per candidate and may include news articles, links to video interviews, blog posts by residents, etc. No other firm provides such comprehensive media reports.

Comprehensive Background Investigation Reports

SGR provides the most comprehensive background investigations in the industry, and we are the only recruitment firm to use a licensed private investigation firm for these services.

Psychometric Assessments

SGR uses the DiSC Management Profile psychometric assessment to provide a detailed understanding of how candidates will lead and manage an organization. The DiSC assessment report also provides valuable information regarding candidates' strengths and weaknesses.

Equal Opportunity Commitment

SGR strongly believes in equal opportunity. SGR does not discriminate and is careful to follow both the letter and the spirit of laws regarding equal employment opportunities and non-discrimination. More importantly, however, SGR believes that equal opportunity is an ethical issue. SGR quite simply will not enter into an engagement with an entity or organization that directs, or expects, that bias should, or will be, demonstrated on any basis other than those factors that have a bearing on the ability of the candidate to do the job. You can anticipate that SGR will make a serious and sincere effort to include qualified women and minority candidates in the finalist pool. Although SGR obviously cannot, and would not, guarantee the makeup of the finalist group, SGR does have relationships and contacts nationwide to encourage the meaningful participation of women and minority candidates.

Value

For a variety of reasons that are detailed in this proposal, SGR will provide the most cost-effective executive recruitment for your organization. Some firms low ball their price, and make up for it by reducing the amount of time they commit, or charging extra for additional time required. SGR gives you a fixed price, and we are with you until the end of the process regardless of how many hours are required.

Emerging Leaders

SGR has a unique and unparalleled reputation of engaging and mentoring emerging leaders and young professionals. We will utilize our frequent personal interaction with emerging leaders, as well as our entire team's social media networks, to market this position and to identify potential applicants.

Service Guarantee

SGR provides the strongest guarantee in the industry.

1. You always have 24/7 cell phone and email access to the executive recruiter and SGR's CEO.
2. If you do not find the right candidate, we will start the process over with no additional professional fees.
3. If we place a candidate, who we have fully vetted through the SGR recruitment process, who stays less than 18 months, we will conduct the recruitment again with no additional professional fees. If the organization circumvents SGR's recruitment process and selects a candidate that did not participate in the full recruitment process, this guarantee is null and void.
4. If we place a candidate with you, we will not directly solicit them for another job.

TAB 4

KEY PERSONNEL FOR THIS RECRUITMENT

Doug Thomas, Senior Vice President

Doug Thomas joined SGR in 2015 and heads up SGR's Florida office, where he focuses on executive recruitment, leadership development, and training for local governments.

Prior to joining SGR, Doug served as City Manager for the City of Lakeland, Florida, where he has vast experience working with state and local government leaders, private partnerships, and is a charter member of Florida Business Watch. Doug is a regular presenter at national, state and local association conferences and meetings on topics ranging from electric utilities, park and recreational developments, legislative advocacy, strategic planning and budgeting, performance reviews for the Chief Executive, and other municipal programs and practices.

Doug served as City Manager for the City of Alma, Michigan, and Assistant City Manager for the City of Grand Haven Michigan. He also served with the Maryland cities of Rockville, and Landover Hills. Doug holds a Bachelor of Arts in Political Science and History from Bowling Green State University, and an MPA from The American University, Washington, D.C.

Ron Holifield, CEO

Ron Holifield is the Founder and CEO of SGR. He previously served as Assistant City Manager in Plano, Texas, as well as City Manager in Garland, DeSoto, Farmersville and Sundown, and on the City Manager's staff in Lubbock.

In 1996, he left city management and purchased Government Relations Specialists, which he grew into the 49th largest lobby firm in Texas before selling it to an employee. In 1999, Ron founded Strategic Government Resources to specialize in facilitating collaboration among local governments, with a particular emphasis on employee training and development of next generation leaders.

He has grown SGR into the largest private sector training company that specializes in leadership, management and customer service for local governments in the nation. He is a frequent speaker at state and national conferences and remains a high-profile figure in the city management profession.

Ron holds a Bachelor of Arts in Government from Abilene Christian University and a Master of Public Administration from Texas Tech University.

Douglas B. Thomas
874 Summerfield Drive
Lakeland, Florida 33803
Cell (863) 860-9314

PROFESSIONAL EXPERIENCE

Senior Vice President (October 2015 to current) **Strategic Government Resources**

Based in Keller Texas, Strategic Government Resources (SGR) exists to help local governments be more successful by Recruiting, Assessing, and Developing Innovative, Collaborative, Authentic Leaders.

Examples of experience:

Coordinate executive search functions for City Managers, City Attorneys, and Department Head positions for local governments across the country. Provide various services to clients including leadership development, assessments, governing body and senior leadership team retreats, community and organizational strategic visioning, and Priority-Based Budgeting, and other related services to promote innovation in local governments. Represent SGR as a regular presenter at national, state, and local association conferences and meetings on topics ranging from electric utilities, park & recreational developments, legislative advocacy, strategic planning, Priority-Based Budgeting, performance reviews for the Chief Executive, and other municipal programs.

City Manager (December 2003 to September 2015) **Lakeland, Florida**

Serve as Chief Executive Officer for the city which is centrally located along the I-4 corridor between Tampa and Orlando with a population of over 100,000. Lakeland offers its residents a full array of municipal services, including a municipal-owned electric generation and distribution utility that is ranked as the 3rd largest in the state and among the top 25 nationwide. The organization's annual budget is approximately \$600 million and employs approximately 2,500 personnel. The city is home to the Detroit Tigers during Major League Baseball's Spring Training; the Experimental Aircraft Association's Annual Sun 'n Fun Fly-in, recognized as America's second largest aviation event of its type, Florida Southern College, which features the world's largest one-site collection of buildings designed by the legendary architect, Frank Lloyd Wright and the state's 12th university, Florida Polytechnic University, which will start its inaugural class in the fall of 2014.

Examples of experience:

Financial:

Implementation of innovative and award winning Performance Budget that aligns the city's Strategic Planning processes into the annual financial and operational document. The approach involves a robust forward looking process, adoption of Actionable Items and tracking of Key Success Indicators to track progress on initiatives and benchmark services to comparable communities.

One of the first municipalities in the country to enact a Budget by Priorities fiscal model to ensure strategic resource allocation are made in areas that advance the Vision, Mission and Goals of the community. The innovative approach was presented in 2013 at an International City/County Management Association & Alliance for Innovation Priority Based Budgeting Conference "Summit of Leading Practices."

Developed fiscal and operational strategies to address an inherited wholesale power supply contract that failed to fully cover fuel costs which ultimately resulted in a \$92 million loss over its term. The multifaceted response involved negotiations to shorten the original term, coupled with utility-wide restructured operations; strategic short and long term maintenance and capital planning; a smaller and more efficient workforce; implementation of a quarterly fuel adjustment process and revisions to fuel hedging programs; creation of a Risk Oversight Committee; a new governance oversight structure involving representatives from all rate classes along with elected officials; and adoption of a formalized methodology for calculating the transfer of dividends to the host government. Collectively, these improvements positioned the electric utility from being one of Florida's highest cost providers to the lowest cost provider across almost all rate classes.

Restructured local municipal employee pension plans, including bifurcation of Police and Fire Plans from the General Employee Plan, in addition to being a frontrunner community to offer a hybrid defined benefit-defined contribution plan option to better meet the varying needs of employees in a fiscally sustainable manner.

Improved City's bond ratings through sound financial management and regular meetings with rating agencies, with City General Obligation currently rated AA by Fitch; Lakeland Electric at AA with Standard & Poor's and AA- by both Fitch and Moody's, and Water/Wastewater Utilities at AA+ with Fitch.

Successfully merged numerous stand-alone departments and divisions including Facilities, Fleet, Records Retention, Information Technology, Purchasing, and Civil Service/Retirement Services into more efficient consolidated operations

Public/Private Partnerships:

Partnered with private medical provider for the implementation of the City's HealthStat Employee Wellness Clinic, representing one of the first local government implemented in Florida, to address increasing costs in the city's self-insured medical plans. In 2013, the Clinic saved an estimated \$3.7 million on medical and Workers Compensation claims through provided services. The program has resulted in a 4-1 return on investment and is regularly used as a benchmark for many other communities and corporate wellness program start-ups.

Charter member of Florida Business Watch, which is an organization designed to connect private sector partners with local government officials to share knowledge, goals and opportunities for the betterment of our communities. It is a truly unique group designed to promote good public policy and opportunities across the State of Florida. I was pleased and honored to receive their inaugural "Essential Piece Award" in May, 2014.

Award winning Fleet partnership with NAPA resulting in cost avoidance of over \$200,000 per year in parts inventory, coupled with privatized tire services with GCR Tire Centers which yields annual savings of \$111,000. The Fleet Division was recognized in 2013 as "100 Best Fleets" by Government Fleet Magazine for third straight year.

Partnership with SunEdison, LLC for the development of solar photovoltaic generation facilities to leverage private capital financing and tax credits that would otherwise be unavailable to a municipal electric utility. The agreement involved privately financed, ownership and operation of up to 24 MW of ground and rooftop solar farms in return for a 25 year purchased power agreement with Lakeland Electric. The largest installation involved a 5.3 MW facility on 45 acres at the city's airport which required special approval from the FAA which was the first of its kind in the southeast region. As host of the facility, the airport received a discount on its electric bill enabling it to finance a variety of HVAC and lighting energy efficiency upgrades that further reduced energy costs.

Negotiation of innovative 30-year agreement with Tampa Electric Company (TECO), the Southwest Florida Water Management District (SWFWMD) and Lakeland's Water Utilities Department for the use of reclaimed water from the city's wetland's facility involving the construction of \$65 million pumping station and 15 mile transmission pipeline to supply 5 MGD of alternative water supply to TECO's Polk Power Station for cooling purposes. In conjunction with the agreement, Lakeland secured a 20-year water groundwater permit from SWFWMD and eliminated the need for ongoing NPDES permit costs and requirements for discharge from the wetlands into the Alafia River.

Economic Development:

Proven track record of economic development success with personal involvement in roughly 50 industrial and high tech projects resulting in 7 million square feet of new development, \$510 million in capital investment and approximately 5,000 new jobs. Projects include leading companies in the areas of high tech, health care, medical supplies and packaging, pharmaceuticals, aviation, call centers, brewing and wine/spirits, food processing, flavorings, warehousing/logistics, in addition to a diverse range of industrial operations.

Economic development approach has involved the configuration of a "One Stop Shop" consolidating all city utilities and permitting, coupled with a dedicated ombudsman to overcome any challenges and to ensure projects meet their desired development schedule with certainty.

Creative development approaches ranging from the negotiation of an economic development electric rate to secure a \$45 million air separation plant that became the utility's 2nd largest customer including locating the development on city-owned land adjacent to the power plant for reliability purposes and utilization of re-use water to crafting a proposed \$37 million baseball stadium improvement and associated training campus agreement in support of the Detroit Tigers Major League Baseball organization.

Innovation/Technology:

Development and implementation of new "form-based" zoning code which involves emphasis on physical design, building scale and neighborhood character in contrast to traditional zoning code approach.

Implementation of Lakeland Electric's \$35 million Smart Grid initiative to enable customers to view and control their energy consumption and costs with time of use rates through web-based portal, reduced distribution system operations and maintenance costs, and improved system reliability and outage management. Initiative was supported with a \$20 million federal grant for the installation of 124,000 smart meters, automated meter infrastructure and highly protected data management/security system.

Conversion of manual system to new weekly Pay-As-You-Throw EZ Can solid waste and recycling automated collection system. Program has become recognized as an industry leader by public and private waste management entities across the U.S. for driving best practices in full implementation and utilization of Radio Frequency Identification (RFID) technologies

Implementation of Rapid Process Improvement (RPI) Teams to assist departments in identifying potential projects and quickly develop low to no cost solutions to improve operational efficiencies. Process involves trained RPI employees working with key individuals involved in a project to break out the individual steps of process over the course of a week to eliminate bottlenecks and streamline operations.

Development of unique combined municipal and Aircraft Rescue Fire Fighting (ARFF) fire station in support of the airport's FAA requirements coupled with cost effective method to improve the city's ISO rating in southwest Lakeland from class 10 to class 3.

Development of Power Academies with the Polk County School Board to expose high school students to careers in the electric industry The innovative program has been featured in numerous state and national conferences as an industry model in response to the electric utility industry aging workforce challenges.

Intergovernmental Relations:

Member of the Florida League of Cities "Keys to the City" Task Force which was comprised of 37 municipal officials from across the state to develop a state policy agenda that was presented to newly-elected Governor Rick Scott to remove barriers that prevent cities from prospering; developing policies that promote local self-governance; invest in the economic vitality of cities as incubators or progress and allow cities to protect their community's quality of life.

Outsourced the City's utility bill and business tax processing operations with the Polk County Tax Collector, resulting in one-time capital savings \$100,000 and elimination of \$200,000 in annual costs.

Extensive successful federal and state advocacy to advance the City's Annual Legislative Agenda, including a wide range of topics including passenger and freight rail, pension reform, local and intergovernmental revenues, municipal bonds, funding for local capital projects and initiatives, airport and convention operations, Major League Baseball Spring Training, red light camera programs in addition to general government and utility matters.

Regular presenter at various national, state and local association conferences and meetings on topics ranging from electric utilities, park & recreational developments, legislative advocacy, strategic planning and budgeting, performance reviews for the Chief Executive and other City of Lakeland programs and practices.

City Manager (June 1989 to November 2003)
Alma, Michigan

Served as Chief Executive Officer for a full service city centrally located in the State of Michigan. Alma is the core community within the area where many of the county's 42,000 residents work, shop and rely upon the community's recreational, retail and cultural facilities. The city is also home to Alma College, and is also known as "Scotland, USA" for hosting the annual Alma Highland Festival and Games, recognized as one of North America's most popular Scottish events.

Examples of experience:

Public/Private Partnerships:

Organized the city's first Tax Increment Financing Authority that resulted in a public investment of roughly \$1.2 million that leveraged over \$20 million in private funds and maintained one of the city's largest industries and employers.

Coordinated the investigation and strategy of establishing a competitive municipal electric utility estimated to save the community an estimated \$40 million over ten years. Project received national attention and was one of the country's first municipal electric deregulation cases before the Federal Energy Regulatory Commission (FERC). Issue involved direct testimony, extensive legislative monitoring and advocacy at both the federal and state level.

Secured a "Covenant not to Sue" from the State of Michigan to provide legal protection to both the city and a new industry as part of a project to redevelop a former ethanol plant to an asphalt emulsion production and distribution facility. Development resulted in the conversion of a delinquent property tax reverted property into one of the city's top ten taxpaying entities.

Negotiated a multi-year, multi-million dollar tax appeal involving a petroleum refinery that comprised 20% of the community's tax base. The settlement involved a uniquely structured agreement that provided stability to the city's tax base, satisfied the company and included a refund to cover all public defense costs associated with the appeal.

Served as a member of the Gratiot Technical Educational Center (GTEC) Development Committee which led to the development of a new job training and educational center to assist area businesses and industries attract and retain skilled personnel.

Negotiated the groundwork agreement to relocate a scrap yard operation from a site adjacent to a riverfront and the central business district to a former industrial "brownfield" site and facilitate the redevelopment of the former scrap yard property to a mixed-use commercial/office, and recreational area.

Intergovernmental Relations:

Played a leadership role in the consolidation of four separate jurisdictional public safety dispatch operations into a countywide E-911 Central Dispatch Center. Project involved union negotiations, equipment financing, development of an intergovernmental contribution formula and public information campaign.

Initiated and co-chaired a multi-jurisdictional committee to address traffic, safety and development concerns along the city's busiest transportation corridor. Process led to the establishment of a corridor master plan and subsequent construction of service drives, numerous roadway extensions, traffic signal installations and future design standards. Negotiated unique property acquisitions and development agreements to implement the plan.

Steering committee member of the Gratiot County Strategic Planning Committee and Co-Chaired the Intra-Intergovernmental Subcommittee. The effort has led to improved cooperative strategies between the various local governmental units within the county.

Negotiated Conditional Land Transfer Agreements with neighboring townships to enlarge the city by approximately 400 acres. One such agreement established the framework for the development of an Urban Growth Boundary to define the parameters for future land transfers to the city.

Nurtured the creation of the Mid-Michigan Area CATV Consortium that includes eleven communities served by a common cable operator in an effort to consolidate franchise negotiation strategies and costs, pool franchise fees to expand public access programming and resources, and implement common telecommunication ordinances and permit processes throughout the area.

Development of a proposed multi-jurisdictional recreational authority involving multiple public school systems and local governments within the county. Proposal involved the creation of an Interlocal Agreement and cost sharing financial model.

Financial:

Directed the conversion of the historical annual financial plan to a performance based Program Budget that is policy oriented for review by the City Commission and public in their oversight and analysis of the municipal operations. Document has consistently received the "Distinguished Budget Presentation Award" from the Government Finance Officers Association.

Management of financial and operational plan in response to the closure of the city's largest industry. Plan involved the development of an Early Retirement Incentive Program that allowed the city to reduce its workforce by approximately 11% without the need for layoffs, implementation of organization-wide restructuring plans and maintenance of subsequent budgets at historical millage levels.

Initiated annual strategic planning and budget goal setting sessions for the City Commission and department staff utilizing statistical trends and forecasts to support long-range visioning.

Participated in the financial and administrative analysis associated with the re-rating of the organization that resulted in an upgrade from Baa1 to A-, with bond interest rate proposals typically reflecting A rated entities.

Coordinated and oversaw the filing of various project applications which resulted in over \$7 million of federal, state and local grant supported projects for park improvements, infrastructure developments, housing rehabilitation programs, brownfield redevelopments, library automation and airport capital improvements.

Developed the organization's first Capital Improvement Plan which provides a five-year development and financial strategy associated with significant public improvements and equipment purchases.

Innovation/Technology:

Initiated the selection and development of computerization technology throughout the organization resulting in new hardware and software in every department, a municipal Local Area Network linking common data, a municipal website, an automated circulation and Internet access program for the library and the implementation of a geographical information system.

Coordinated the effort to eliminate fueling stations at both the municipal and public school maintenance garages which resulted in the development of a private automated attendant system that serves both entities in addition to a number of other area businesses.

Converted a limited bi-weekly residential recycling program to a weekly curbside program which includes an extensive list of eligible items, a multi-jurisdictional annual household hazardous waste program and a seasonal yard waste collection/disposal program.

Foundation Experience:

Grand Haven, Michigan:

- Assistant City Manager (1986 to 1989)
- Administrative Assistant to the City Manager (1984 to 1985)

Rockville, Maryland (1982 to 1984)

Landover Hills, Maryland (1982)

EDUCATION

M.P.A. The American University
Washington, D.C. (1983)
Concentration: Urban Affairs

B.A. Bowling Green State University
Bowling Green, Ohio (1981)
Majors: Political Science & History

PROFESSIONAL AFFILIATIONS & HONORS

International City/County Management Association 30-year member
 Florida City & County Management Association 10-year member
 District VIII Director (2009 – 2012)
 Co-Chair Public Policy Committee (2010-2013)
 Technology & Public Information Committee (Co-Chair 2009-2010)
 Strategic Planning Committee (2008-2009)
 Florida League of Cities
 Legislative Committee (2011)
 "Keys to the Cities" Task Force Member (2011)
 Finance & Taxation Committee (2007-2009)
 Home Rule Administration Council (2006)
 Michigan Local Government Management Association (1984-2004)
 President (2000)
 Board of Directors (1995-1997)
 Chair, Winter Institute Planning Committee (1996)
 Public Policy Committee
 Nominating Committee
 Michigan Municipal League (MML)
 Trustee (1997-2000)
 Public Policy Committee (1996-2003)
 Chair, Region IV (1992)
 Chair, Local Energy Aggregation Program (2000-2003)
 National League of Cities (NLC)
 Energy & Technology Committee (2000-2003)
 Greater Gratiot Development Incorporated Board of Directors, 1992- 2003
 Chair, Gratiot County Central Dispatch Authority, 1993 - 2003
 Executive Director, Alma Local Development Authority, 1989 to 2003

Community Service

Lakeland Area Chamber of Commerce
 Board Member (2003-present)
 Governmental Affairs Committee
 Leadership Lakeland, Class XXII (2004-2005)
 Lakeland Volunteers in Medicine (2007-present)
 Board Member
 Mid-Michigan Industries Board of Directors, 1993-2003
 Vice Chair, 1998; Treasurer, 1997
 Gratiot Area Chamber of Commerce Board of Directors, 1995-2003
 Alma Kiwanis Club, (1989-2003)
 President, 1992-1993

Special Honors

Michigan Municipal League's "Special Award of Merit"
 Michigan Municipal League's "Excellence in Service Award"
 Florida Business Watch "Essential Piece" Inaugural Award Winner

Ron Holifield
Resume – March, 2018

Strategic Government Resources, P.O. Box 1642, Keller, Texas 76248
Cell: 214-676-1691, Ron@GovernmentResource.com

PROFESSIONAL HISTORY

Strategic Government Resources – Owner & CEO **January 1999 to Present**

- Owner and CEO of this strategic management firm, helping over 550 local governments Recruit, Assess and Develop Innovative, Collaborative and Authentic Leaders.
- SGR is the largest provider of live and online training in the nation designed specifically for local government, training up to 1,000 employees/officials every month in 45 states.
- SGR is the third largest local government executive search firm in the nation.
- Interviewed and/or quoted by numerous news publications and media outlets including: National Public Radio, Entrepreneur Magazine, Government Technology, GovWire, Federal Computer Week, CIO Magazine, Dallas Business Journal, DFW Tech Biz, D Magazine, International Association of Chiefs of Police Journal, as well as numerous newspapers and broadcast news outlets in a wide variety of national media markets.

Government Relations Specialists – Owner & CEO **August 1996 to September 2001**

- Owner and CEO of this consulting firm which represented businesses doing business with government and in legislative advocacy efforts.
- Doubled it in size, becoming the 49th largest lobby firm in Texas, and then sold it to an employee to focus all efforts on the launch of SGR.
- Major clients included over 40 Fortune 500 firms including American Express, Aramark, Automated Licensing Systems, Children's Comprehensive Services, IBM, Quorum Health Group, Library Systems and Services, PeopleSoft, SCT, Space Imaging, TXI, Verizon, Xerox and many others.

City of DeSoto, Texas – City Manager **October 1994 to August 1996**

- Significant accomplishments include:
 - Named by Texas Business Magazine as a top 20 Texas city to relocate a business.
 - Named by Texas Outlook Magazine as a top 25 city for economic development.
 - Named by Texas Business Magazine as one of the “Best Run Cities in Texas.”
 - Increase in commercial building permits in excess of 1,000% over previous year.
 - Lowest crime rate of any major city in the Dallas-Fort Worth Metroplex.

**City of Garland, Texas – City Manager
November 1991 to June 1994**

- City Manager of this rapidly growing city, which owns and operates an electric production and distribution system, a regional wastewater treatment system, a regional landfill, and a heliport, and offers a variety of social services and strong cultural arts. The ninth largest city in Texas, Garland's population was in excess of 220,000 with over 2,300 employees, and an annual operating and capital budget in excess of \$350 million.
- Hired to take this very traditional manufacturing-based community and rapidly position it as a statewide leader, transforming its one-dimensional image and reputation as a blue-collar suburb into that of a leading first tier city.

**City of Plano, Texas – Assistant City Manager, Assistant to the City Manager
November 1986 to November 1991**

- Served in a variety of capacities in this rapidly growing, premier city, including: Assistant City Manager of Community Services, Assistant City Manager of Administration, Acting Assistant City Manager for Development, and Assistant to the City Manager.

**City of Farmersville, Texas – City Manager
1984 to 1986**

- First City Manager of this full service city operating an electric system and two lakes.

**City of Sundown, Texas – City Manager
1982 to 1984**

- City Manager of this full service city operating a natural gas system and a golf course.

**City of Lubbock, Texas – City Administrative Intern to the City Manager
1981 to 1982**

- Administrative Intern to the City Manager.

EDUCATION

- Texas Tech University – Masters of Public Administration
- Abilene Christian University – Bachelor of Arts, Government Major / Student Association President

MAJOR AWARDS for Municipal Organizations Managed

- 3CMA Economic Development Marketing Campaign Savvy Award Certificate of Excellence for International Development and Local Realtor Ads - Garland
- International Association of Chief's of Police, Excellence in Policing Award for Neighborhood Service Team - Garland
- Finalist, Governor's Environmental Excellence Award - Garland
- Texas Natural Resource Conservation Commission Award for Excellence - Garland
- American Society of Landscape Architects, Texas Chapter, Environmental Stewardship Award for Garland's Spring Creek Forest Preserve - Garland
- Dallas Business Journal, "Metroplex Real Estate Deal of the Year (Existing Building)," - Garland
- Dallas Business Journal "Metroplex Real Estate Deal of the Year (New Construction)," - Garland
- GFOA Award for Distinguished Budget Presentation, every year, 1987-1996
- GFOA Certificate of Achievement for Excellence in Financial Reporting, 1987-1991

CURRENT PROFESSIONAL PARTICIPATION

- ICMA Conference Evaluation Committee, 2017
- ICMA Task Force on Inclusiveness, 2014 – 16
- Texas Police Chief's Association Training Advisory Committee 2018-present
- Member, Texas Fire Chief's Association Best Practices Recognition Board, 2014-present
- National Institute for Governmental Purchasing Talent Management Council, 2014
- Missouri Municipal League Governance Institute Fellow, 2013-present
- Texas City Management Association Task Force on Professional Development, 2014-15
- Author, "the 16%" weekly blog, 2013-2017
- Author, "Fourth Dimension Leadership", 2010
- Member, International City/County Management Association (ICMA), 1982-present
- Member, Texas City Management Association (TCMA), 1982-present
- Member, Texas Municipal Human Resources Association, 2006 - present
- Member, Governmental Finance Officers Association, 2010 - present

PREVIOUS PROFESSIONAL PARTICIPATION

- Author of *4th Dimension Leadership – a Radical Strategy for Creating An Authentic Servant Leadership Culture*
- Author of a Monthly Column in Texas City Manager Magazine on "Innovations that Make a Difference"
- ICMA Task Force on Employment Agreements

- ICMA Management Innovations Panel
- ICMA Conference Evaluation Committee
- ICMA/Innovation Groups National Management Practices Panel
- Author, “The Public Executive’s Complete Guide to Employment Agreements”, book published by ICMA and the Innovation Groups
- Texas Innovation Groups Executive Committee
- Author, “Crossing Department Lines – Garland’s Neighborhood Service Team”, article published in the International Association of Chiefs of Police National Journal
- Author, “Redefining Thinking, Structures and the Rules of the Game in Government”, article published in Texas Town and City Magazine
- Contributor, State Comptroller Bob Bullock’s handbook for municipalities: “Standard Financial Management System for Texas Cities”
- Texas Municipal League Advisory Committee on Legislative Affairs – Personnel Issues
- TCMA Ethics and Professional Standards Committee
- TCMA Annual Conference Committee

SPEAKING ENGAGEMENTS

- Ohio City Management Association, 2018
- Louisiana Municipal Association, 2018
- Florida City County Management Association Winter Summit, 2018
- SGR Servant Leadership Conference, 2018
- Texas Recreation and Parks Society, 2017
- Illinois Public Health Association, 2017
- Tennessee Governmental Finance Officers Association, 2017
- Texas Municipal HR Association, 2017
- Washington Public Employers Labor Relations Association, 2017
- International Personnel Management Association, 2017
- Oklahoma Municipal League, 2017
- Missouri Municipal League, 2017
- Florida League of Cities, 2017
- Michigan City Management Association, 2017
- Texas Municipal Utilities Association, 2017
- Florida City County Management Association, 2017
- International Personnel Management Association Midwest, 2017
- Missouri City Management Association, 2017
- National Public Employers Labor Relations Association, 2017
- Texas Municipal Clerks Association Annual School, 2017
- SGR Leadership Conference, 2017
- Texas City Management Association Regional Meeting, 2016
- Colorado Governmental Finance Officers Association, 2016

- Ohio City Management Association/Ohio Parks and Recreation Association Joint Conference, 2016
- Illinois Public Employer's Labor Relations Association, 2016
- Urban Management Assistant's/Emerging Local Government Leaders Pop Up Conference, 2016
- Texas Fire Marshall's, 2016
- Kentucky League of Cities, 2016
- Missouri Municipal League, 2016
- Florida League of Cities, 2016
- Arizona Parks and Recreation Association Conference, 2016
- Association of Public Safety Communications, 2016
- Texas City Management Association, 2016
- Florida City County Manager's Conference, 2016
- Colorado Emerging Leaders Conference, 2016
- Texas Municipal HR Association, 2016
- Florida City County Management Association, 2016
- Speak at National Public Employers Labor Relations Association, 2016
- Georgia City Management Association, 2016
- New Mexico Society of Human Resource Management, 2016
- Colorado Chapter of International Personnel Management Association, 2016
- Colorado City County Management Conference, 2016
- CPS Annual Conference, 2016
- Ohio Public Employer's Labor Relations Association, 2016
- Emerging Local Government Leaders, 2015
- National Purchasing Institute, 2015
- Public Libraries Association of North Texas, 2015
- Washington Public Employers Labor Relations Association, 2015
- Oregon City Management Association, 2015
- Colorado City Management Association Emerging Leaders, 2015
- Texas Municipal HR Association Nuts and Bolts Workshop, 2015
- National Association of County Clerks and Recorders, 2015
- Gettysburg Leadership Workshop, 2015
- Association of Washington Cities, 2015
- Texas City Manager's Association, 2015
- International Personnel Management Association Midwest Conference, 2015
- East Texas City Manager's Association, 2015
- Missouri Association of Purchasing Professionals, 2015
- Association of Washington Cities Labor Relations Institute, 2015
- Texas Public Employers Labor Relations Association, 2015
- Dallas Office of the FBI on Valuing Workplace Diversity and the Difference Between Bias and Prejudice, 2015
- Government Finance Officers Association of Texas, 2015
- National Public Employers Labor Relations Association, 2015

- Tennessee Government Finance Officers Association, 2015
- Missouri City Clerks, 2015
- Texas Fire Educators Association, 2015
- SGR Servant Leadership Conference, 2015
- National Forum for Black Public Administrators DFW Chapter, 2014
- Public Purchasing Association of North Texas, 2014
- Missouri Intergovernmental Risk Association, 2014
- Texas City Management Association, 2014
- American Public Works Association Midwest, 2014
- Governmental Finance Officers Association, 2014
- National Public Employers Labor Relations Association, 2014
- North Texas Municipal Clerks Association, 2014
- National Institute for Governmental Purchasing Lone Star Conference, 2014
- Missouri Municipal Clerks and Finance Officers Association, 2014
- South Texas City Manager's Association 2014
- Urban Counties Annual Conference, 2014
- SGR Annual Conference on Creating a Learning Organization, 2014
- National Public Employers Labor Relations Association Annual Conference, 2013
- National Parks and Recreation Annual Conference 2013
- Missouri Municipal League Annual Conference, 2013
- Washington City/County Management Association Annual Conference, 2013
- Nebraska City/County Management Association Annual Conference, 2013
- Tennessee Municipal League Annual Conference, 2013
- Texas City Manager's Association Annual Conference, 2013
- Government Finance Officers Association of Texas Annual Conference, 2013
- American Public Works Association Regional Conference, 2013
- Kansas Public Works Association Annual Conference, 2013
- Texas Recreation and Parks Association Annual Conference, 2013
- Texas Public Purchasing Association Annual Conference, 2013
- Colorado City County Management Association Annual Conference, 2013
- Kansas City County Management Association Annual Conference, 2012
- National Parks and Recreation Management School, 2012
- Texas City Management Study Group, 2012
- International City County Management Association Annual Conference, 2012
- National Procurement Institute, 2012
- Missouri Municipal League Annual Conference, 2012
- Texas City Clerk's Association Annual School, 2012
- Texas County Clerk's Association Annual School, 2012
- Kansas Governmental Finance Officers Association Annual Conference, 2011
- Texas City Management Association Annual Conference, 2010
- Public Risk Management Assoc. Annual Conference, 2010
- Oklahoma City Manager's Association Annual Conference, 2010
- Northwest States City Management Association Annual Conference, 2010

- Ohio City/County Management Assoc. Annual Conference, 2009
- West Texas City Management Association Annual Training Conference, 2009
- Texas Municipal League Regional Meeting, 2009
- Texas Municipal Human Resources Association Annual Nuts and Bolts Conference, 2009
- East Texas City Management Association Annual Training Conference, 2008
- East Texas City Management Association Annual Training Conference, 2007
- International City/County Management Association Conference, 2006
- Certified Public Manager Program, 2006
- North Texas Municipal Clerks Association Management Institute, 2006
- City of Carrollton, Texas, Leadership Academy, 2006
- City of Arlington, Texas, Leadership Academy, 2005
- Urban Management Assistants of North Texas Annual One Day Conference, 2005
- Leadership Southwest, 2004, 2006, 2008
- International City/County Management Association Annual Conference, 2003
- Keynote Speaker (along with the Deputy Secretary of Defense), Government Electronics and Information Technology Association Information Technology and Defense Electronics Forecast Annual Conference – State and Local Homeland Security, 2002
- Transforming Local Government Conference, 2001
- National Association of Counties Annual Conference, 1999
- World Services Congress – Building Public Private Partnerships, 1999
- Central Texas City Management Association, 1999
- Carolinas-Virginia Hospital Trustee/Physician Conference, 1999
- Quorum Ohio CEO Conference, 1999
- Chairman of the Board In-Service Training, Quorum, 1999
- Quorum Foundations for the Future, 1999
- Quorum Chairman of the Board Training, 1998
- International City County Management Association, 1998
- Iowa Municipal Management Institute, 1997
- Quorum Foundations for the Future, 1997
- Quorum Board of Trustees Training, 1997
- Urban Management Assistants of North Texas, Conference of Minority Public Administrators, and National Forum for Black Public Administrators Workshop – 1996
- Innovation Groups Regional Conference, 1996
- Texas City Management Association Annual Conference, 1996
- Florida City/County Management Assoc. Annual Conference, 1996
- North Carolina City/County Management Association Annual Conference, 1996
- Quorum Foundations for the Future, 1996
- International City/County Management Association Conference, 1996
- Texas City Management Association Conference, 1995
- Kansas Innovation Groups Regional Workshop, 1995
- City-County Communications & Marketing Association National Conference, 1994
- National League of Cities Innovations in Government National Conference, 1994

- Innovation Groups Regional Workshop, 1994
- Texas Foundation for the Improvement of Local Government Institute, 1994

OTHER HONORS AND ACTIVITIES

- American MENSA member
- Distinguished Alumni, Abilene Christian University
- Abilene Christian University Public Administration Visiting Committee
- Texas Tech University, Center for Public Service, Alumni of the Year

TAB 5

PROJECT METHODOLOGY

SGR provides a comprehensive scope of executive recruitment services, and each executive recruitment service contract is tailored to meet the client's specific needs. However, a full-service recruitment typically entails the following:

- 1. Organizational Inquiry and Analysis**
 - Outline Project Plan and Timeline
 - Individual Interviews with Search Committee / Key Personnel / Community Leaders (if desired)
 - Development of Position Profile and Professional Production of Brochure
- 2. Advertising and Recruitment**
 - Ad Placement
 - Social Media and Marketing of Position
 - Ongoing Communication with Applicants and Prospects
- 3. Initial Screening and Review**
 - Management of Applications
 - Evaluation and Triage of Resumes
 - Search Committee Briefing to Facilitate Selection of Semifinalists
- 4. Evaluation of Semifinalist Candidates**
 - Personal Interaction with Semifinalist Candidates
 - Written Questionnaire
 - Recorded Online Interviews
 - Media Search Stage 1
 - Semifinalist Briefing Books
 - Search Committee Briefing to Facilitate Selection of Finalists
- 5. Evaluation of Finalist Candidates**
 - Comprehensive Media Search Stage 2
 - Comprehensive Background Investigation Report
 - DiSC Management Assessment
 - Finalist Briefing Books
 - Press Release (if desired)
 - Stakeholder Engagement (if desired)
- 6. Interview Process**
 - First Year Game Plan (if desired)
 - Conduct Interviews
 - Deliberations
 - Reference Checks
- 7. Negotiations and Hiring Process**
 - Determine the Terms of an Offer
 - Negotiate Terms and Conditions of Employment
 - Transition Strategy
- 8. Post-Hire Team Building Workshop (supplemental service, if desired)**
 - I-OPT Team Building Workshop

Step 1: Organizational Inquiry and Analysis

In the Organizational Inquiry and Analysis Stage, SGR devotes tremendous energy to understanding your organization's unique culture, environment, and goals to ensure you get the right match for your particular needs.

Outline Project Plan and Timeline

SGR will meet with the client at the outset of the project to finalize the recruitment plans and timeline. At this time, SGR will also request that the client provide additional information about the community, organization, and position. Information requested will include general information and available resources about the community, school district, economic vitality, political leadership, organization, strategic plan, governing body goals and objectives, budget information, major projects, job description, salary range, benefits package, etc.

Individual Interviews with Search Committee and Key Personnel (if desired)

Fully understanding your organizational needs is the most critical part of conducting a successful executive recruitment. SGR conducts individual interviews with the Search Committee, key staff, and/or direct reports to find out more about the position, special considerations, and the political environment. These interviews last approximately 30 minutes to one hour each and identify individual issues that may affect the dynamics of the recruitment, as well as develop a composite understanding of the organization's preferences. This process helps with organizational buy-in and will assist us in developing the Position Profile as we look for any significant staff issues or major disconnects that may not otherwise be apparent.

Development of Position Profile Brochure

Following the individual interviews and internal analysis, SGR will develop a draft Position Profile Brochure that is reviewed and revised in partnership with your organization until everyone agrees it accurately reflects the sought-after leadership and management characteristics. A sample brochure is included with this proposal document.

Step 2: Advertising and Recruitment

The Advertising and Recruitment stage includes ad placement, email distribution of the Position Profile, responding to inquiries about the position, and ongoing communication with applicants and prospects.

Ad Placement / Social Media and Marketing of Position

The Executive Recruiter and client work together to determine the best ways to advertise and recruit for the position. Ads are typically placed in various state and national publications, targeting the most effective venues for reaching qualified candidates for that particular position.

SGR's preferred strategy is to rely on email distribution of the Position Profile Brochure to key opinion leaders and potential prospects across the country. The position will be announced in our "10 in 10" e-newsletter, which reaches over 61,000 local government professionals, in

addition to a targeted email announcement to specific professional categories and/or areas of the country. By utilizing an email distribution strategy, these brochures tend to “get legs” of their own, resulting in a very high penetration rate at minimal cost.

SGR will utilize Facebook, Twitter, personal phone calls, personal emails, LinkedIn, Instagram, and Pinterest to promote the position. This communication is both to solicit high potential candidates and to encourage key local government professionals to share information within their professional circles.

Ongoing Communication with Applicants and Prospects

SGR communicates with all applicants on a frequent and ongoing basis to ensure applicants stay enthusiastic about the opportunity. Outstanding prospects often will not submit a resume until they have done considerable homework on the available position. A significant number of inquiries will be made, and it is essential that the executive search firm be prepared to answer those questions with fast, accurate, and complete information, and in a warm and personal manner. This is one of the first places a prospective candidate will develop an impression about organization, and it is an area in which SGR excels. SGR also utilizes Google Alerts for each client organization and provides updates to our Executive Recruiters and applicants of any references made regarding the client organization in various media outlets.

Step 3: Initial Screening and Review

This stage of the executive recruitment involves managing the flow of resumes, and screening and evaluating resumes.

Management of Applications

Handling the flow of resumes is an ongoing and significant process. On the front end, it involves tracking resumes and promptly acknowledging their receipt. It also involves timely and personal responses to any questions or inquiries.

Evaluation and Triage of Resumes

SGR uses a triage process to identify high-probability, medium-probability, and low-probability candidates. The triage ranking is focused on overall assessment based on interaction with the applicant, qualifications, any known issues regarding previous work experience, and evaluation of cultural fit with the organization.

In contrast with the triage process described above, which focuses on subjective assessment of the resumes and how the candidates present themselves, we also evaluate each candidate to make sure that the minimum requirements of the position are met, and which of the preferred requirements are met. This sifting process assesses how well candidates’ applications fulfill the recruitment criteria outlined in the Position Profile.

Search Committee Briefing / Selection of Semifinalist Candidates

At this briefing, SGR will provide a comprehensive progress report via PowerPoint presentation and will facilitate the selection of approximately 8-12 semifinalists. The presentation will include summary information on the process so far, the candidate pool overall, and any trends or issues that have arisen, as well as a briefing on each candidate and their credentials. No other firm offers this level of reporting detail and transparency.

Step 4: Evaluation of Semifinalist Candidates

Reviewing resumes is an important and valuable step in the executive recruitment process. However, the simple fact is that resumes can be misleading. They tell you nothing about the individual's personal qualities or his/her ability to get along with other people. Resumes can also exaggerate or inflate accomplishments or experience. SGR's responsibility is to go more in-depth than the resume to ensure that those candidates who continue in the process are truly outstanding.

Personal Interaction with Semifinalist Candidates

SGR's goal is to have a clear understanding of the person behind the resume and what makes him/her an outstanding prospect for you. The evaluation of semifinalist candidates includes follow-up by phone when appropriate to ask any questions about underlying issues.

Written Questionnaire

SGR will ask semifinalist candidates to complete a comprehensive written exercise designed to provide greater insight into candidate thought processes and communication styles. SGR's written instrument is custom-designed around the priorities identified by the Search Committee and usually includes about 20 questions focusing on 5-6 key areas of particular interest to the client. This written instrument will be included in the semifinalist briefing book along with the cover letters and resumes.

Recorded Online Interviews

SGR offers recorded online videos of candidates answering pre-recorded questions. This provides a very insightful, efficient and cost effective way to gain additional insights to utilize in selecting finalists you want to come in for live interviews. The online interviews allow the Search Committee to evaluate technological competence, demeanor, verbal communication skills, and on-camera presence. Online interviews also convey to candidates that the organization is using leading edge technology in its business processes and provide an opportunity for the Search Committee to ask candidates questions on specific topics of special interest. Online interviews are emailed to the Search Committee for viewing prior to selection of finalist candidates.

Media Search Stage 1

Stage 1 of our media search involves a comprehensive review of all newspaper articles on the candidate in major news outlets within the previous two years. These media reports at the semifinalist stage have proven helpful by uncovering issues that were not previously disclosed

by prospective candidates. The Executive Recruiter will communicate any “red flags” to the Search Committee immediately upon discovery.

Search Committee Briefing / Selection of Finalist Candidates

Prior to this briefing, SGR will provide each member of the Search Committee with a briefing book on the semifinalist candidates. The briefing book will include written questionnaires, online interviews, and any additional information obtained about the candidate. The purpose of this briefing is to facilitate narrowing the list to 4-6 finalists who will be invited for personal interviews.

Step 5: Evaluation of Finalist Candidates

Once the finalists have been selected, SGR will coordinate with you to schedule interviews.

Comprehensive Media Search Stage 2

These Stage 2 Media Reports are compiled by utilizing our proprietary media search process including variations of the candidates’ names and states/cities in which they have lived or worked, and searches of local papers where the candidates have lived or worked. We also search social media sites. The Media Reports typically range from 20-300 pages per candidate and may include news articles, links to video interviews, blog posts by residents, etc. The Media Reports are put into an easy-to-read format and recorded onto flash drives for the Search Committee. The candidate’s name is highlighted each time it appears.

These media reports have proven helpful to Search Committees by uncovering issues that were not previously disclosed by candidates and that would likely not have been discovered through an automated search or Google search, typically used by other recruitment firms. The Media Reports also give the Search Committee an overview of the type and extent of press coverage that a candidate has experienced over the course of his/her career.

Comprehensive Background Investigation Reports

Through SGR’s partnership with FirstCheck, a licensed private investigations company, we are able to provide our clients with comprehensive background screening reports that include detailed information such as:

- Social Security number trace
- Address history
- Driving history/motor vehicle records
- Credit report
- Federal criminal search
- National criminal search
- County warrants and warrants for previous 10 years
- Global homeland security search
- Sex offender registry search
- State criminal search (for current and previous states of residence)

- County criminal search (for every county in which candidate has lived or worked) for previous 10 years
- County civil search (for every county in which the candidate has lived or worked) for previous 10 years
- Education verification

A sample Background Investigation Report is included with this proposal document.

Assessments (DiSC Management Profile)

It is critical for you to know as much as you can about your new executive before hiring him/her. Historically, employers have depended upon resumes, references, and interviews as sources of information for making hiring decisions. In practice, these sources have often proved inadequate for consistently selecting successful employees. The use of assessments has become essential for employers who want to place the right people in the right positions.

SGR uses a DiSC Management assessment tool, which is among the most validated and reliable personal assessment tools available. The DiSC Management Profile analyzes and reports comprehensively on the candidate's preferences in five vital areas: management style, directing and delegating, motivation, development of others, and working with his/her own manager.

Press Release (if desired)

Until you have "sealed the deal," you need to be cautious in order to avoid the embarrassment of a premature announcement that does not work out. You also want to try to notify all senior staff and unsuccessful candidates before they read about it in the newspaper. SGR will assist with this coordination and with drafting any announcements or press releases.

Stakeholder Engagement (if desired)

At the discretion of the Search Committee, we will work closely with your organization to engage stakeholders in the recruitment process. Our recommendation is that we design a specific stakeholder engagement process after we learn more about the organization and the community. Different approaches work best in different communities. Below is an array of options we have used in the past, but we will collaborate with your organization to determine which option, or combination of options, will be the most effective for the unique needs of the organization.

- Interviewing community leaders at the outset of the recruitment;
- Holding a public forum for citizen engagement at the outset of the recruitment;
- Facilitating a Q&A series in the local newspaper with finalist candidates. This would run a week or two prior to the interviews;
- Utilize a citizen committee to conduct the early stage candidate screening and then turn over a semifinalist list to the City Council (if applicable);
- Community leader reception;
- Meet and greet;
- Search Committee and key community leader dinner meeting;

- “Round Robin” forum meetings with various community groups during a multi-day interview process; and,
- Site visits by citizen committee members to the finalist candidates’ communities to report back.

Step 6: Interview Process

Once the finalists have been selected, SGR will coordinate with you to schedule interviews.

First Year Game Plan (if desired)

The “First Year Game Plan” is a process where finalist candidates are provided with the contact information for elected officials, key staff, and community leaders, and candidates are given free rein to make contact with all of them in advance and use those insights to develop a “first year game plan” based on what they know so far. Feedback is received from the key contacts on their impressions of the finalist candidates from the interactions with the candidates prior to the interviews. This exercise provides the opportunity to evaluate candidates’ written and interpersonal communication skills, as well as critical analysis skills.

Conduct Interviews

SGR will schedule interviews at a date/time convenient to your organization. This process can be as simple, or as complex, as your organization desires. SGR will help you determine the specifics you need. SGR will prepare sample interview questions and will participate throughout the process to make it smooth and efficient.

Deliberations

SGR will facilitate a discussion about the finalist interviews and assist the Search Committee in making a hiring decision or on whether to bring back one or more candidates for a second interview.

Reference Checks

Our reference checks are the most comprehensive in the industry. We place very little confidence on the references provided by the candidates since those can be expected to be biased. Instead, we will typically talk to as many as 20 professional contacts for a given candidate including elected officials, direct supervisors, direct reports, internal organizational peers, professional peers in other organizations, civic leaders, and media representatives. We always seek out the candidate’s greatest critics and greatest fans to ensure a complete, yet balanced, perspective and overview of each candidate.

Step 7: Negotiations and Hiring Process

Once the organization is ready to make an offer, SGR can provide additional assistance to the client in the following areas.

Determine the Terms of an Offer

Upon request, SGR will provide comparative data for selected organizations, appropriate employment agreement language, and other similar information to assist you in determining an appropriate offer to extend to your candidate of choice.

Negotiate Terms and Conditions of Employment

SGR will assist to whatever degree you deem appropriate in conducting negotiations with the chosen candidate. SGR will determine and define any special needs or concerns of the chosen candidate, including anything that could be a complicating factor. SGR is experienced and prepared to help craft win-win-solutions to negotiation “log-jams.”

Transition Strategy

There are a variety of transition issues when hiring a new executive. SGR will brief the client on transition issues that need to be addressed and will provide a recommendation on what actions to take. Together, we will create a transition strategy that builds the foundation for a successful long-term relationship.

Step 8: Post-Hire Team Building Analysis (supplemental service)

SGR can provide a customized team building workshop after you hire for the position. SGR utilizes I-OPT, which is a validated measurement tool that shows how a person perceives and processes information. Because people “see” different things when they assess a situation, they are motivated to take various courses of action, so understanding you and your colleagues’ I-OPT Profiles will enable you to work much more effectively as a team. The price is \$4,000 for a half-day onsite workshop, plus travel expenses, and \$150 per person for I-OPT reports (if not previously completed as part of the recruitment process), which include Individual Analysis Report, Emotional Impact Management Report, Change Management Report, and Team Management Report. Two-Person Reports can be ordered for an additional fee of \$50 per report.

TAB 6

TIMELINE (STANDARD RECRUITMENT)

Task	Weeks
<ul style="list-style-type: none"> Contract Executed Outline Project Plan, Timeline Individual Interviews with Search Committee / Key Personnel / Community Leaders (if desired) 	Week 1
<ul style="list-style-type: none"> Development of Position Profile Brochure Search Committee Reviews and Approves Brochure 	Weeks 2-3
<ul style="list-style-type: none"> Ad Placements Accept Applications Email Distribution and Marketing of Position Profile 	Weeks 4-7
<ul style="list-style-type: none"> Triage and Scoring of Resumes 	Week 8
<ul style="list-style-type: none"> Search Committee Briefing (Slide Presentation) / Select Semifinalists Candidates Complete Questionnaire and Online Interviews Stage 1 Media Searches 	Week 9
<ul style="list-style-type: none"> Deliverable: Semifinalist Briefing Books 	Week 10
<ul style="list-style-type: none"> Search Committee Briefing / Select Finalist Candidates 	Week 11
<ul style="list-style-type: none"> Comprehensive Media Search Stage 2 Comprehensive Background Screening Report Candidates Complete DiSC Management Assessment 	Weeks 12-13
<ul style="list-style-type: none"> Deliverable: Finalist Briefing Books 	Week 14
<ul style="list-style-type: none"> Stakeholder Engagement (if desired) Conduct Interviews Deliberations Reference Checks Negotiations Announcement / Press Release 	Week 15

**Each recruitment timeline is different based on the particular needs of the organization. SGR has completed searches in as little as 45 days, although this is not the recommended approach. We have also extended recruitment well beyond 15 weeks, based on the preference of the client.*

TAB 7

PROJECT COST

All-Inclusive Maximum Price

Professional Services Fee:	\$ 18,500
Expenses Not-to-Exceed:	\$ 9,500
All-Inclusive, Not-to-Exceed Maximum Price:	\$ 28,000*

Expenses Not-to Exceed

SGR does not bill the client for any expenses except for those explicitly detailed herein. Items included in the Expenses Not-to-Exceed include:

- Professional production of a high quality brochure. This brochure (typically 4 pages) is produced by SGR's graphic designer for a flat fee of \$1,500.
- Ad placement in appropriate professional publications, including trade journals and websites, and related advertising to announce the position. This is billed at actual cost, with no markup for overhead. (However, the costs of ad placements in newspapers are not part of the not-to-exceed ad placement costs.)
- Printing of documents and materials. Reproduction costs for reports and briefing books presented to the client at 26 cents per copy, plus the cost of binders/binding. Flash drives are billed at \$10 each.
- Online interviews. There is a cost of \$200 for each recorded online interview. SGR recommends conducting online interviews at the semifinalist stage (up to 12 semifinalists).
- Psychometric Assessments. There is a cost of \$150 per candidate for the DiSC Management Profile (up to 6 finalists).
- Comprehensive Media Reports – Stage 2. There is a cost of \$500 per candidate. SGR recommends conducting Stage 2 media searches on the finalist candidates (up to 6 finalists).
- Comprehensive Background Investigation Reports. There is a cost of \$300 per candidate for comprehensive background screening reports prepared by our licensed private investigations provider. SGR recommends conducting comprehensive background investigations on the finalist candidates (up to 6 finalists).
- Travel for the Executive Recruiter (incurred for the benefit of the client). Meals are billed at a per diem rate of \$10 for breakfast, \$15 for lunch, and \$25 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Up to four (4) visits/trips by the Recruiter to the Organization. Any additional visits/trips by the Recruiter to the Organization will be billed over and above the not-to-exceed maximum price.

***Supplemental Services**

The supplemental services listed below are not included in the maximum price above. These supplemental services include:

- Candidate Travel. Candidates are typically reimbursed directly by the client for travel expenses. If the client prefers a different arrangement for candidate travel, SGR will be glad to accommodate the client's wishes.
- Stakeholder Survey. SGR will conduct a Stakeholder Survey for \$1,000. SGR provides recommended survey questions and sets up an online survey. Stakeholders are directed to a web page or invited to take the survey by email. Written summary of results is provided to the organization.
- Post-Hire Team Building Analysis. A half-day onsite workshop is \$4,000, plus travel expenses, and \$150 per person for I-OPT reports (if reports were not previously completed as part of the recruitment process), which include Individual Analysis Report, Emotional Impact Management Report, Change Management Report, and Team Management Report. Two-Person Reports can be ordered for an additional fee of \$50 per report.
- Site Visits to Communities of Finalist Candidates. If desired, the Executive Recruiter will travel to the communities of the finalist candidates to conduct onsite visits. Site visits will be charged at a day rate of \$1,000 per day, plus travel expenses.
- In the unexpected event the client shall request that unusual out of pocket expenses be incurred, said expenses will be reimbursed at the actual cost with no mark up for overhead.
- If the client desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval. Supplemental services will be billed out at \$250 per hour.

Billing

Professional fees for the recruitment are billed in three equal installments during the course of the recruitment. The initial installment is billed after the Organizational Inquiry and Analysis is completed and the position profile has been created. The second installment is billed when semifinalists are selected. The final installment is billed at the conclusion of the recruitment. Expense (reimbursable) items and supplemental services will be billed with each of the three installments, as appropriate.

TAB 8

PROVISION OF SERVICE GUARANTEE

SGR guarantees that you will be satisfied with the results of the recruitment process, or we will repeat the entire process at no additional professional fee until you find a candidate that you desire. Additionally, if you select a candidate (that SGR has fully vetted) who resigns or is released within 18 months of their hire date, SGR will repeat the process at no additional professional fee to the client. If the Organization circumvents SGR's recruitment process and selects a candidate who did not participate in the full recruitment process, the service guarantee is null and void. We also guarantee that we will not directly solicit a candidate we bring to you for another job.

TAB 9

References

Tadd Phillips, Human Resources Director
City of Georgetown, Texas (pop. 50,800)
Email: Tadd.Phillips@georgetown.org
Phone: 512-930-2504

Sally Burbridge, 4CED President & Mayor of Aztec, NM
Farmington, NM, Four Corners Economic Development (4CED)
Email: sburbridge@gpotential.com
Phone: 505-947-4143

Matt Mueller, Town Manager
Town of Little Elm, Texas (pop. 5,100)
Email: mmueller@littleelm.org
Phone: 214-975-0405

Jud Rex, City Manager
City of Denison, Texas (pop. 23,000)
Email: citymanager@cityofdenison.com
Phone: 903-465-2720 x 2440

Ken Keeton, Interim President & CEO
Rockwall Economic Development Corporation
Email: kkeeton@rockwalledc.com
Phone: 972-772-0025

TAB 10

Recent Economic Development Executive Searches

Full Service Searches

- Denison Chamber of Commerce, Texas – President/Director of Tourism (2017)
- Forney, Texas (pop. 15,600) – Director of Economic Development (2014)
- Fort Worth, Texas (pop. 727,000) – Economic Development Director (2016)
- Four Corners Economic Development, New Mexico (pop. 44,000) – President/Chief Executive Officer (2016)
- Georgetown Chamber of Commerce, Texas – President (2018)
- Georgetown, Texas (pop. 50,000) – Economic Development Director (2016)
- Gonzales EDC, Texas (pop. 7,400) – President & CEO (2015)
- Hancock County Port & Harbor Commission, Mississippi – Director (2016)
- Hutto EDC, Texas (pop. 18,500) – President/CEO (2015)
- Jacksonville Development Corporation, Texas (pop. 14,400) – President (2014)
- Leander, Texas (pop. 11,100) – Economic Development Director (2015)
- Lee County, Florida (pop. 440,000) – Director of the Office of ED (2015)
- Levelland EDC, Texas (pop. 12,000) – Executive Director (2015)
- Little Elm, Texas (pop. 35,400) – Development Services Director (2017)
- Longview EDC, Texas (pop. 78,000) – Executive Director (2016)
- McKinney EDC, Texas (pop. 143,000) – President (2016)
- Miami Chamber of Commerce/Miami Area ED Service – Executive Director (2016)
- Mount Pleasant Economic Development Corporation, Texas – Executive Director (2018)
- Palestine, Texas (pop. 18,000) – Economic Development Director (2014)
- Rockwall Economic Development Corporation, Texas – President (2018)
- Sugar Land, Texas (pop. 82,500) – Assistant Economic Development Director (2014)
- TexAmericas Center, Texas – VP/Chief Economic Development Officer (2014)

Component Based Searches*

- Addison, Texas (pop. 15,000) – Economic Development Manager (2014)
- Cedar Park, Texas (64,000) – Senior Redevelopment Project Manager (2017)
- Farmers Branch, Texas (33,000) – Director of Planning (2017)
- Grapevine, Texas (pop. 48,500) – Economic Development Director (2014)
- Irving, Texas (pop. 225,000) – Economic Development Director (2015)
- Port Lavaca, Texas (pop. 11,000) – Economic Development Director (2015)
- Richland, Washington (pop. 47,000) – Economic Development Manager (2016)
- Southlake, Texas (pop. 27,500) – Economic Development Director (2014)
- Trinidad, Colorado (pop. 9,000) – Economic Development Director (2016)
- Waco, Texas (pop. 130,000) – Assistant Director of Housing and Economic Development (2017)
- Yoakum, Texas (pop. 5,500) – Economic Development Director (2014)

*Component based services include, but are not limited to, social media and marketing, application management, psychometric assessments, background investigation reports, media search reports, reference checks, and resume evaluations.

Executive Recruitment Clients

Arizona

- Chandler

Arkansas

- Fort Smith
- Hot Springs

Colorado

- Arvada
- Aurora
- Commerce City
- Craig
- Durango
- Englewood
- Gunnison
- Mountain View Fire Protection District
- Northglenn
- Pitkin County
- Trinidad
- Vail
- Wheat Ridge

Connecticut

- Tolland

Florida

- Arcadia
- Boynton Beach
- Charlotte County
- DeLand
- Delray Beach
- Fernandina Beach
- Fort Lauderdale
- Hallandale Beach
- Jupiter

- Lakeland
- Lee County
- Palm Beach Shores
- Plant City
- Sunny Isles Beach
- Tamarac
- Winter Haven

Georgia

- Albany

Indiana

- Clarksville

Iowa

- Davenport

Kansas

- Hutchinson
- Lenexa
- Manhattan
- Overland Park
- Topeka
- Valley Center
- Wyandotte County / Kansas City

Kentucky

- Paducah

Louisiana

- Shreveport

Michigan

- Kalamazoo County Consolidated Dispatch Authority (KCCDA)
- Midland
- Muskegon Heights

Mississippi

- Hancock County Port & Harbor Commission

Missouri

- Ballwin
- Cameron
- Cape Girardeau
- Grandview
- Lebanon
- Nixa
- Parkville
- Raytown
- Riverside
- Sikeston
- Smithville
- Springfield
- St. Charles

Montana

- Bozeman

Nevada

- Las Vegas
- Washoe County

New Mexico

- Farmington
- Four Corners Economic Development
- Los Lunas

North Carolina

- Orange County

North Dakota

- Mountrail Williams Electric Cooperative
- Williston

Ohio

- Beavercreek
- Franklin County

Oklahoma

- Altus
- Bethany
- Broken Arrow
- Chickasha
- Choctaw
- Edmond
- Elk City
- Guthrie
- Lawton
- Miami
- Mustang
- Oklahoma Municipal League
- Owasso
- Stillwater

Oregon

- Eugene

Tennessee

- Brentwood
- Chapel Hill
- Mount Pleasant
- Murfreesboro
- Nolensville
- Thompson's Station

Texas

- Abilene
- Addison
- Alamo Heights
- Alice
- Allen

- Alvin
- Amarillo
- Angleton
- Anna
- Argyle
- Arlington
- Atlanta
- Austin
- Azle
- Bastrop
- Bay City
- Baytown
- Bedford
- Bellaire
- Big Spring
- Boerne
- Breckenridge
- Brenham
- Bridgeport
- Brushy Creek Regional Utility Authority
- Burkburnett
- Burleson
- Burnet
- Canadian
- Canton
- Carrollton
- Cedar Hill
- Cedar Park
- Cleveland
- Clute
- College Station
- Colleyville
- Colorado River Municipal Water District
- Commerce
- Converse
- Copper Canyon
- Corpus Christi
- Dalhart
- Dalworthington Gardens
- Denison
- Denison Chamber of Commerce
- Denton County Fresh Water Supply District 1-A
- Denton
- Duncanville
- El Paso MPO
- El Paso
- Elgin
- Fairview
- Farmers Branch
- Farmersville
- Fate
- Ferris
- Flower Mound
- Forney
- Fort Worth
- Freeport
- Friendswood
- Fulshear
- Gainesville
- Galveston
- Garland
- Georgetown
- Gonzales
- Granbury
- Grand Prairie
- Grapevine
- Greenville
- Gulf Coast Water Authority
- Harris County ESD No. 48
- Henderson
- Hewitt
- Highland Park
- Hudson Oaks

- Humble
- Huntsville
- Hutto
- Hutto EDC
- Ingleside
- Irving
- Jacksboro
- Jacksonville
- Jacksonville Development Corporation (JEDCO)
- Joshua
- Kaufman
- Keller
- Kilgore
- Killeen
- Kyle
- La Porte
- Lake Dallas
- Lakeway
- Lake Worth
- Lamesa
- Lancaster
- League City
- Leander
- Levelland
- Lewisville
- Lindale
- Little Elm
- Lockhart
- Longview
- Lorena
- Lubbock
- Lufkin
- Marshall
- McKinney EDC
- McKinney
- Memorial Villages PD
- Midland
- Midlothian EDC
- Missouri City
- Montgomery
- Mount Pleasant
- Mount Pleasant EDC
- Nederland
- North East Texas Regional Mobility Authority (NET RMA)
- North Richland Hills
- North Texas Emergency Communications Center (NTECC)
- Odessa
- Palestine
- Paris
- Pearland
- Pflugerville
- Piney Point Village
- Plainview
- Plano
- Port Arthur
- Port Lavaca
- Port Neches
- Prosper
- Red Oak
- Richardson
- Richland Hills
- Riverbend Water District
- Rockport
- Rockwall
- Round Rock
- Rowlett
- Royse City
- Sachse
- Saginaw
- San Angelo

- San Marcos
- San Marcos/Hays County EMS
- Seabrook
- Seagoville
- Sealy
- Snyder
- Socorro
- South Padre Island
- Southlake
- Stephenville
- Sugar Land
- Sweetwater
- Tarrant County 9-1-1 District
- Taylor
- Temple
- Terrell
- TexAmericas Center
- Texarkana
- The Woodlands
- Tomball
- Trophy Club
- Tyler
- Van Alstyne
- Victoria
- Waco
- Waxahachie
- Weatherford
- West Lake Hills
- Westlake
- Westworth Village
- Wichita Falls
- Willow Park
- Wills Point
- Yoakum

Washington

- Bainbridge Island
- Bellevue
- Burien
- Clark County
- Des Moines
- Richland
- Shoreline
- Snoqualmie
- Spokane
- Spokane Valley
- Whitworth Water District #2

Wyoming

- Casper

Other Organizations

- Institute for Building Technology and Safety (IBTS)

Executive Recruitment Positions

Administration

- Assistant City Manager
- Assistant County Manager
- Chief Administrative Officer
- City Administrator/City Manager/Town Manager
- City Secretary
- Deputy City Manager
- Director of Administration
- Executive Director

Administrative Services/Internal Services

- Administrative Services Director
- Arts Director
- Assistant Police Director
- Chief Medical Examiner
- Event/Marketing Specialist
- Intergovernmental Services Manager
- Management Assistant
- Manager of Town Services

Airport

- Airport General Manager

Animal Services/Environmental Health

- Animal Services Manager
- Animal Shelter Manager
- Animal Welfare Manager / Director
- Assistant Director of Code Compliance/Animal Welfare
- Director of Animal Care and Control
- Director of Regional Animal Services
- Environmental Health Director
- Executive Director of Animal Services

Development Services

- Assistant Director of Planning and Development
- Assistant Property Management Director
- Building Official / Chief Building Official
- City Inspector
- Community Development Director/Manager
- Deputy Director of Development Services
- Development Services Director
- Municipal Services Director
- Neighborhood Services Director
- New Urbanist
- Planning & Community Development Director
- Property Management Director
- Redevelopment Project Manager
- Senior Building Inspector / Building Inspector
- Tourism and Community Development Director

Economic Development/CVB

- Assistant Economic Development Director
- Chamber of Commerce President
- CVB Executive Director
- Director of the Office of ED (County)
- Downtown Development Director
- Economic Development Corporation President/CEO
- Economic Development Director/Executive Director

- Economic Development Manager
- Executive Director of Port & Harbor Commission
- Senior Redevelopment Project Manager
- Vice President/Chief Econ Development Officer

Finance

- Accounting Services Supervisor
- Assistant Director of Finance
- Budget Director / Manager / Officer
- Capital Projects Budget Manager
- Chief Financial Officer
- Deputy Director of Finance
- Finance Controller / Auditor / Comptroller
- Finance Director/Finance Officer
- Finance Manager
- Purchasing Manager
- Senior Accountant
- Senior Budget Analyst
- Treasury Supervisor

Human Resources/Civil Services

- Assistant Human Resources Director
- Chief Performance Officer
- Director of Human Resources & Risk Management
- Human Resources/Civil Services Director

Information Technology

- Chief Information Officer
- Chief Technology Officer
- GIS Manager
- IT Assistant Director
- IT Developer / Director / Manager
- IT Manager (Police Department)

- Senior Software Developer

Innovation, Process Improvement & Sustainability

- Chief Knowledge Officer

Legal

- Assistant City Attorney
- City Attorney (Individual and Firm)
- Court Administrator
- Director of Municipal Court Services
- First Assistant City Attorney

Library

- Librarian
- Library Director
- Senior Librarian

Marketing and Community Engagement

- Community Relations Manager
- Community Services Administrator
- Community Services Director
- Director of Community Affairs
- Director of Marketing and Community Engagement
- Public Information Officer
- Public Relations Coordinator

Metropolitan Planning Organization

- Director of Metropolitan Planning Organization

Museum

- Museum Director

Parks and Recreation

- Assistant Director of Parks and Recreation
- Parks and Recreation Director
- Park Superintendent
- Program Area Manager (Parks)
- Recreation Superintendent

Public Safety/EMS/Emergency Management

- Assistant Fire Chief
- Assistant Police Chief
- Battalion Chief
- Chief of Public Safety
- Deputy Director, Emergency Communications
- Emergency Dispatch Director
- Emergency Management Coordinator
- EMS Executive Director
- Executive Director, Emergency Communications
- Fire Chief
- Homeland Security and Emergency Management Director
- Lieutenant
- Police Chief
- Public Safety Director
- Safety Services Manager

Public Works/Utilities/Engineering

- Assistant City Engineer
- Assistant General Manager for Water District
- Assistant Utilities Director
- Chief Plant Operator
- City Engineer
- City Planner

- City Services Director
- Deputy Director of Public Works/City Engineer
- Deputy Director of Utilities
- Director of Engineering & Environmental Services
- Director of Projects & Engineering
- Director of Public Services
- Director of Utilities
- Electric Utility Director
- Electrical Engineer
- Engineering Project Manager
- Engineering Services Manager for Water District
- Planning & Engineering Director
- Planning Manager
- Public Works Assistant Director
- Public Works Director
- Public Works Director/City Engineer
- Sanitation Director
- Utility Services Director
- Water District Executive Director
- Water District General Manager

Transportation/Fleet Services

- Assistant Municipal Garage Superintendent
- Director of Operations and Maintenance
- Director of Street Operations
- Equipment Services Manager
- Facilities Services Manager
- Fixed-Base Operator Services
- Fleet Equipment Services Manager
- Fleet Services Manager
- Senior Transportation Planner
- Streets and Stormwater Director
- Transportation Manager

TAB 11

UNSOLICITED FEEDBACK REGARDING SGR'S PERFORMANCE

Following are a few unsolicited quotes from emails we have received. This unsolicited feedback demonstrates that our practice of using the Golden Rule to determine how we treat everyone leaves no doubt in the minds of both clients and candidates that we are truly superior to the competition. We do not include names to avoid the suggestion of an endorsement, which is prohibited under the ICMA Code of Ethics.

December 2017: "I was impressed with the professionalism and thoroughness of your company. I am very pleased with where we ended up. I was a little nervous entering the process. But it turned into a very positive experience for the Council and the City."

May 2017: "Thanks so much for SGR's help. We had dozens of well qualified applicants, and most would probably not have been received without the support and expertise of SGR. The contacts and network that SGR brought to the process were invaluable. [Recruiter] was a joy to work with. He was extremely professional and knowledgeable. He guided us through the process and kept us on the preset timeline."

May 2017: "...I do appreciate your and you company's professionalism, but more importantly the thoughtfulness and personal attention you provide candidates, which I'm sure is equally provided to your client. That attention is often lacking in other municipal search firms and is a great attribute of SGR."

May 2017: "Thanks for the update. I have to admit, I've never received a status update note from a recruiter providing such an informative message about what is happening with the position. I really appreciate it and as a human resources professional, I'll tuck this thought away for future reference as a best practice."

May 2017: "Thank you so much for sharing the article. I haven't seen another executive recruitment firm be so proactive and engaged with job candidates. Very impressive."

April 2017: "Ron, I thought I would reinforce to you, how much I appreciate the way your staff, like [recruiter] and others, stay in touch with applicants throughout the process. You are unique in the current trends of electronic application systems but some are operated by people not functioning like "Servant leaders"! Your staff gets the concept and walks the walk! Thanks for your "Servant leadership" and its impact on the HR leadership."

February 2017: "[t]hank [recruiter] and Ron Holifield for your professionalism and timely attention to my inquiries and concerns...I sincerely appreciate the firm's commitment to its clients and the applicant pool."

January 2017: "Thanks to your company for all of the opportunities that they allowed me during my brief stint amongst the unemployed. You have amazing people working for you."

December 2016: "I truly value your level of communication in this process. I'd not realized my commitment to communication until being in a position where there is an extreme lack of communication and I have no way to foster. So thank you for being one of the few examples of how it can be done."

October 2016: "A special thank you to [recruiter]. He was very helpful during this process. I will definitely be recommending SGR to my professional colleagues."

August 2016: "Thank you very much for your continuous update on the status of my application for the [position] and I really appreciate the commitment by your team and yourself to make this a wonderful experience. I admire your level of professionalism and hope that I get a chance to work among such a wonderful team in future."

July 2016: "I also appreciate your engagement with me as a candidate during this process. It has been one of the most professional experiences with a recruiter I have had. You should be commended for your efforts to lead such an effort. In the future, if I ever need assistance to fill a position, I will surely keep you in mind."

July 2016: "The more I deal with you, Ron, and the rest of your team, the more impressed I am with your level of professionalism and care. You are awesome."

June 2016: "I have been very impressed with your selection process. This has been a very time consuming process for candidates like me but I see a great value for the employers. You have developed a great selection process. Honestly, when I compare it to what my colleagues and I have done at Big 4 firms, your process is more comprehensive and much better."

May 2016: "I just wanted to take a moment of your time to thank you for your very professional demeanor while conducting the job search for the [city]. SGR is very thorough. I am impressed by the diligence of SGR. All interviews are a continuing learning process; I have learned from this experience, especially the video interview. You all are very kind; and, I wanted you to know that I appreciate having this experience and appreciated the interaction with everyone at SGR."

April 2016: "I must say, this has been one of the most professional and well organized recruiting processes I have seen in a very long time. You and your team have kept the candidates abreast of the process completely along the way. Thank you kindly for going the extra mile to make this a very pleasant experience. You and your team represent the HR profession amazingly. Simply impressive."

March 2016: "Thank you for the update. I wanted to let you know that I truly enjoyed your recruitment style. You are timely and informative. The information sent by yourself and [SGR staff] is relevant and a wonderful way to keep potential candidates 'warm' while you evaluate resumes."

February 2016: "I just wanted to say how nice it is to get updates on the status of the search. I'm in the process of looking at several positions and it can be very frustrating to sometimes go months without knowing if the organization has chosen anyone. (Many places will not return calls or emails inquiring about status, either.) No matter the outcome, this is definitely one of the best run searches I have been a part of. Thanks again for keeping us all in the loop."

January 2016: "I would like to say that I really appreciate the level of communication from you and SGR regarding the status of the process in [city] and what the expected next steps were. I have dealt with a number of search firms over the last year and SGR has done an excellent job in communicating with applicants. Far too often I have heard nothing from the firm conducting a search and found out through other sources that the position had been filled. Again I really appreciate the level of communication."

December 2015: "SGR really is a class act and I appreciate the personal nature of your communications – you must have an excellent staff. I have been through more than a few applications while transitioning from the military, and I will tell you that your company stands at the top."

November 2015: "I sincerely believe your personal courtesy and agency is the most professional of any I have ever experienced."

TAB 12



PRESIDENT/CEO

FOUR CORNERS ECONOMIC DEVELOPMENT (4CED) | FARMINGTON, NEW MEXICO

THE COMMUNITIES & THE REGION

Four Corners Economic Development (4CED) is the regional economic development organization serving the 118,000 citizens of San Juan County, New Mexico. 4CED represents all of San Juan County and the area in New Mexico commonly referred to as “Four Corners,” which extends north to the Colorado border and west to the Arizona border. The county stretches across 5,538 square miles, half of which is designated Navajo Nation and Ute Mountain Ute reservation land. Over 60% of the state’s surface water flows through the county, offering unique recreational and business opportunities. The area’s labor shed stretches across the Navajo Nation and into all Four Corner states—New Mexico, Colorado, Utah, and Arizona.

The Four Corners has a long history of inhabitation by Native American tribes. The Navajo and Ute Mountain Ute Tribes have land within our county boundaries and are 37% of the county population, most of which are Navajo. The pioneer settlement of the area began in the late 1800’s centered around agriculture and ranching. When the expansion of the railroad from Durango, Colorado to Farmington was completed in 1905, the area began realizing economic and settlement opportunities. The 1920s saw significant discoveries of natural gas and oil in the region and, by the 1950s, there was dramatic expansion in production resulting in a large increase in both population and economic vitality.

Four Corners boasts a pleasant climate, with low humidity and four distinct seasons, and the area is known for its recreational, historical, and cultural amenities. The unique formations of the Bisti Badlands and the ancient Native American cultural sites are just two features which make the area an ideal spot for explorers and nature lovers alike. Within San Juan County, the Navajo Dam and San Juan River provide world-class trout fishing in the “Quality Waters,” with first-rate skiing in the San Juan Mountains and 70 beautifully maintained city parks providing an outdoor recreational paradise. The county is also home to a UNESCO World Heritage Site, encompassing the Chaco Canyon National Park and the Aztec Ruins National Monument, both of which celebrate the ancestral Puebloan culture found only in this region of the world. It is the center of the National Geographic Four Corners Geotourism Region. The Navajo word for this area is “Totah” or Three Rivers, named so for the Animas, La Plata and San Juan Rivers that flow through San Juan County.

San Juan County encompasses five municipalities: Aztec (the county seat), Bloomfield, Farmington, Kirtland, and Shiprock, which is the only municipality in the Navajo Nation in New Mexico. Area events and attractions include the Aztec Speedway and the Aztec Highland Games & Celtic Festival in Aztec, the annual San Juan River Balloon Fiesta in Bloomfield, the Riverview Golf Course in Kirtland, and the Shiprock Fair in Shiprock. Farmington also offers a wide variety of entertainment and cultural attractions for all ages, including the Farmington Museum at Gateway Park, the Riverside Nature Center, and the E3 Children’s Museum and Science Center, as well as seasonal and annual events such as art walks, Riverfest, and Miracle on Main.





THE COMMUNITIES & THE REGION, CONTINUED

With a population of more than 45,000, Farmington is the largest city in the Four Corners region and also the commercial center for the surrounding area, which includes a trade radius of 150 miles. The City's location on the Trails of the Ancients Byway, one of the designated New Mexico Scenic Byways, and its proximity to the junction of three important highways, U.S. Highway 550, U.S. Highway 64, and New Mexico Highway 371, are contributing factors to Farmington's prominence in the region. Other important assets include Four Corners Regional Airport and Durango/La Plata Airport, which provide daily direct flights to Denver, Phoenix, and Dallas, and, just west of Farmington, the Navajo Mine, one of the largest coal mining operations in the world. The southwest Colorado recreation areas of Durango and Telluride are located 42 and 86 miles, respectively, north of Farmington. The area has 60,000 permanent residents and an economy based on recreation, tourism, and mountain-related industries.

Four Corners is served by several school districts: the Aztec Municipal School District, Bloomfield School District, Farmington Municipal Schools, and the Central Consolidated School District. The districts include a total of five preschools, 24 elementary schools, nine middle schools, and 13 high schools. Students of San Juan College High school, in Farmington, earn both a high school diploma and an associate's degree upon graduating. There are 12 private schools in the county, including the renowned Navajo Preparatory.

Higher education opportunities are available in Farmington at San Juan College, a two-year comprehensive community college offering two-year associate degree transfer programs, technical occupational degrees, certificate programs, developmental education, and non-credit community service classes. Through partnerships with state universities, bachelors and master's degrees are also offered. San Juan College's current enrollment is 12,700.

The median home value in the Four Corners area is \$144,100 and the median household income is \$48,824.

COMMERCIAL AND INDUSTRIAL BASE

The Farmington MSA is the major retail hub for the four corners region which serves a 250,000 to 300,000 population base. The county's industrial base is a combination of assets for the four major cities of Farmington, Aztec, Bloomfield and Kirtland, New Mexico as well as the rest of San Juan County (total population currently 118,000). The county's industrial base is primarily based upon natural resource extraction. Over 20,000 gas wells are located in the County.

Approximately 64% of the total county area of 5,538 square miles is in the Navajo Nation Indian Reservation and trust lands which also include the Ute Mountain Ute Tribe. Industries located on the Reservations include approximately 70,000 acres devoted to agriculture related businesses (Navajo Agricultural Products Inc. or NAPI) as well as a Raytheon Manufacturing facility.

Water for San Juan County is provided by the Animas and San Juan Rivers originating in the Colorado Rocky Mountains and flow through San Juan County.

The Commercial and Industrial Base is based upon health care, extraction industries and support services, distribution, general manufacturing and a growing tourism industry. Located in the major cities of San Juan County are three industrial parks (total of 343 acres) and another under development (138 acres). A Fed Ex Distribution Center, Pepsi Bottling, Wagner Equipment and Pyramid Corporation among others are located in the existing parks. Additional major businesses in the county include the San Juan Generating Station, San Juan Mine and the Four Corners Power Plant.





COMMERCIAL AND INDUSTRIAL BASE, CONTINUED

The four major cities are also a major retail hub for the four corners region. A Sam's Club, Target, Dillards, J.C Penny, Best Buy, Kmart and two Walmart Super Centers are the core of the hub which includes an interior mall. Approximately 70 sit down restaurants and 13 major hotels complete the picture.

Farmington, the center of health care for the region, includes a 194 bed Level III trauma hospital, approximately 450 doctors covering all specialties, over 10 additional companies devoted to health care all of which employ over 3,500 health care professionals.

ORGANIZATION & GOVERNANCE

The Four Corners Economic Development Inc. (4CED) 501c6 Board governs the organization and serves the Four Corners region of the USA. 4CED is the only New Mexico economic development organization in the Four Corners area of the State. 4CED organization is supported by a 501c3 Foundation. Funding is provided from business memberships, investments, contributions and contractual agreements with the 501c3 Foundation. The 4CED economic development organization began operations on July 1, 2012.

4CED's primary goal is to focus on targeted, coordinated and sustained development of the Four Corners region of New Mexico through recruiting, building and supporting sustainable for profit businesses, which will diversify the economy and create quality jobs at a greater rate than the growth of the regional population.

The Board is comprised of 25 voting members who serve three year terms. Board members may serve two consecutive terms. New Board members are elected by the membership (4 each year) and appointed by the Chairman (2 per chairman each for 3 year terms). Currently 7 of the 25 board members represent the 501c3 Foundation.

The 4CED Board appoints an executive committee composed of 9 individuals including the Chairman. Board members represent industry, higher education and the communities located in the New Mexico Four Corners area. The communities are Farmington, Aztec, Bloomfield and Kirtland that together make up the greater MSA for the region. San Juan County is also represented.

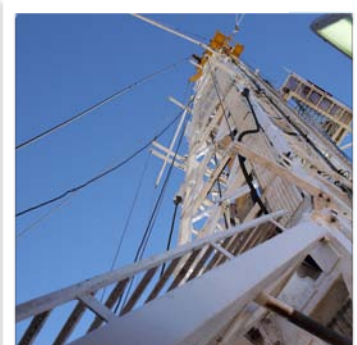
The current fiscal year budget is \$486,000 including salaries/benefits and operations. Approximately \$250,000 of the total is budgeted for operations. The fiscal year is July/June.

4CED offices are located on the campus of San Juan Community College. The "Quality Center for Business" houses offices for 4CED, the SBDC, a Workforce Development Center and an incubator. The organization has spent the last year focusing on workforce development and defending existing industries in the region.

Recently, the organization achieved the ACT Certified Work Ready Communities designation, the first community in New Mexico to do so, and also developed the Real People Real Jobs initiative that both works to place displaced energy workers in other fields and drive community support of core industries.

ABOUT THE POSITION

The full time senior executive of 4CED is the President/CEO (President) of the organization. The President will report to the nine member Executive Committee of the Board of Directors. All staff report to the President. Current staffing includes the Director of Marketing, Director of Business Retention (1/2 time), and an Administrative Assistant. The President is also responsible for staffing the 501c3 Foundation.





ABOUT THE POSITION, CONTINUED

The annual evaluation of the President shall be done by the immediate past, current, and incoming Chairman of the Board.

The President is the chief administrative officer of 4CED responsible for administrative policy and program directives developed by the Board of Directors. The President through direction of the Chairman develops board agendas/support materials and provides electronic storage of all official documents and memoranda.

The President is responsible for oversight of staff including defining duties and conducting evaluations.

Additional major responsibilities include serving as a public spokesman for 4CED in public meetings, serving as the chief spokesman with state economic development officials, articulating 4CED goals/programs on economic diversification and managing/closing all economic development deals that are forthcoming in the region.

Approximately 20% of the President's time is spent on seeking investors for 4CED.

The President will spend significant time focusing on developing programs and processes to assist in transforming the Farmington MSA's energy extraction base to a diversified economy that will sustain the population of the region. The 4CED has identified manufacturing, energy and petrochemicals, healthcare, agriculture, and tourism as target industries for diversification.

In addition 4CED encourages outside investment into the region via attraction programs and site location activities. Marketing, networking and institutional relationship building, community outreach, and advanced use of web and social media is a major responsibility of the position in achieving a diversified economy.

IDEAL CANDIDATE

The Ideal Candidate will have a majority of the following economic development experiences:

Size of Community---full time non-profit economic development experience in a similar sized community or region

Economic Diversification/Transformation---a background that includes successful diversification efforts from an economy based on one model (i.e. natural resources) and transformed into another model

Creative Thinking---thinking "outside the box" to develop successful innovative approaches at diversification of an economy and workforce training

Oral and Written Skills---a background that includes extensive speaking and written skills that result in effective efforts to inform and motivate, achieves clarity, buy in and commitment

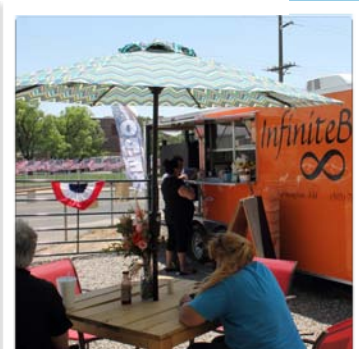
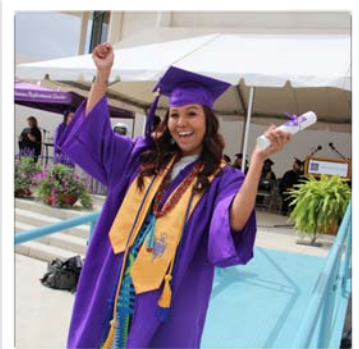
Business Retention---a background that includes significant experience in the retention and expansion of industries in a city or region

Fundraising---experience in attracting memberships from private sector companies in support of a non-profit foundation who provides leadership in economic development

Regulations---a background that includes significant experience with state and federal laws relating to economic development

Native American Culture---a background that includes experience working with Native American culture and business model programs

Integrating into the Community---a demonstrated background of immersion into the community and becoming a part of the leadership within a short period of time.





IDEAL CANDIDATE, CONTINUED

Board Relations--demonstrated experience in building effective Boards, providing leadership that nurtures a sense of positive mission, and working through problems to the satisfaction of all.

Integrity--career experience that illustrates honesty with all constituencies, and aligns personal actions with positive values and principles.

EDUCATION & EXPERIENCE

A minimum of five (5) years' experience in nonprofit economic development programs where diversification or transformation of the economic base was a major objective of the community or region is desirable. Additional experience in business retention and expansion programs is important. Private sector experience in the energy sector or related industries is desirable. A bachelor's degree from an accredited college or university is preferred.

This position requires residency in San Juan County.

COMPENSATION & BENEFITS

4CED offers a competitive salary based on qualifications and experience. A full range of benefits are provided including an IRA-based retirement program and health benefits. Cell phone allowance, mileage reimbursement, and additional benefits are also provided.

APPLICATION PROCESS

Please apply online at: <http://bit.ly/SGRCurrentSearches>

For more information on this position contact:

Ron Robinson, Senior Vice President
Strategic Government Resources
RRobinson@GovernmentResource.com
214-642-8332

This position is open until filled. For the review status of this position, please visit:
<http://bit.ly/SGRCurrentSearches>

RESOURCES

4CED
www.4CornersED.com

Skill Ready Four Corners (4CED initiative)
www.SkillReadyFourCorners.com

Real People Real Jobs (4CED initiative)
<http://4cornersed.com/?project=real-people-real-jobs>

4CED on Facebook
<https://www.facebook.com/Four-Corners-Economic-Development-111588662199936/>

Farmington Convention & Visitors Bureau
www.farmingtonnm.org



MISSION STATEMENT

Four Corners Economic Development (4CED) is the leader in facilitating sustainable economic prosperity in the Four Corners region.





ECONOMIC DEVELOPMENT DIRECTOR

CITY OF GEORGETOWN, TEXAS

THE COMMUNITY

Conveniently located along Interstate 35 on the northern edge of the Austin Metro area, Georgetown is a beautiful City nestled between the clear waters of the North and South San Gabriel Rivers. Georgetown offers its more than 59,000 residents an enviable quality of life with abundant employment, educational, and leisure opportunities. It is home to “The Most Beautiful Town Square in Texas.” Ranked as one of the best suburbs to live in the country, Georgetown is a great place for companies to locate and families to live due to its cost of living, community safety, high performing public schools, proximity to universities, strong employment, and amenities (shopping, dining, recreation, and entertainment). There truly is something for everyone in Georgetown, Texas.

Founded on July 4, 1848, Georgetown was originally the agricultural trade center for the county and surrounding area. After the Civil War, reconstruction brought prosperity to Georgetown through cattle, cotton, the railroad, and Southwestern University. Today, Georgetown’s diverse and strong economy is fueled by one of the lowest tax rates in central Texas and close proximity to Austin, Texas. The City fosters strong partnerships to promote economic development with Williamson County, Southwestern University, the Georgetown Chamber of Commerce, the Austin Chamber of Commerce, and other cities in the area through the Williamson County Economic Development Partnership.

The county seat of Williamson County, one of the fastest growing counties in the nation, Georgetown continues to experience tremendous growth in both residential and commercial sectors. Georgetown is the second-fastest growing city in the U.S. for cities of 50,000 residents or greater, according to data released by the U.S. Census Bureau in May of 2015. From 2004 to 2014, Georgetown realized a 119% increase in the City’s assessed valuation and a 160% increase in sales tax collections. Some of the 6,000 businesses that call Georgetown home include TASUS Texas, AirBorn, Inc., Citigroup Data Center, Ringdale, Radiation Detection Company, Chatsworth, Manitex International, Radix Bio-Solutions, Molecular Templates, and Maxgen Biotech, LLC.

The community has transitioned from traditional industrial-type jobs to clusters surrounding biomedical and life sciences, technical and high-tech, retail, and mixed use along the interstate corridors, Class A office parks, build-to-suit opportunities, and high-end residential developments. Georgetown traditionally assists in targeted development incentives utilizing Tax Increment Reinvestment Zones (TIRZ), 4A and 4B Corporations for infrastructure support, jobs and transportation-related investments, tax abatement, and economic development utility rates, including electric, Municipal Utility Districts (MUD), and Public-Private-Partnerships (PPP).

The City is poised for additional rapid economic development growth as opportunities extend northward from the Austin metropolitan area, especially along the I-35 and 130 corridors. Presently, the City is involved in discussions for large scale office park and 120,000 square feet of currently available speculative office and flex space. There are two behavioral health hospitals in the City.





THE COMMUNITY, continued

The Sheraton Hotel and Conference Center will be opening this summer with 222 guest rooms and 30,000 square feet of meeting and conference space. Georgetown is also currently involved in preliminary discussions for a large regional retail project along the I-35 corridor.

The business community and Georgetown residents will utilize 100 percent solar and wind energy by 2017. Georgetown Utilities Systems will be one of the largest municipally-owned electric utilities in the U.S. to supply its customers with 100% renewable energy.

Residents and visitors enjoy shopping in the renowned town square and in larger stores and outdoor malls along I-35. A “Main Street” designated city, Georgetown cherishes its newly revitalized courthouse and surrounding Victorian era storefronts. Additionally, Georgetown offers a variety of cultural festivals and events, hike and bike trails along the San Gabriel River, beautiful parks, challenging golf courses, and the Inner Space Caverns. The City’s prime location enables its citizens to enjoy these amenities and the charm of a small community while being in close proximity to the Austin business and entertainment scene.

Georgetown is a vibrant and active community for families, young professionals, and college students, and is the home to Sun City, Texas, a 5,300 acre first-class retirement community that makes up one-fourth of the population. Georgetown citizens enjoy an excellent quality of life that has been celebrated with a variety of awards and recognitions including “Healthiest County in Texas,” Fortune Magazine’s #2 place in the U.S. to “Live and Launch,” Movoto.com’s #3 Best Suburban City in the U.S., Texas Trails Network Partnership Award for San Gabriel River Trails, and the #1 place to retire in the U.S.

Most of Georgetown’s educational needs are served by the highly rated Georgetown Independent School District, serving more than 11,000 students on 18 campuses, offering tremendous academic opportunities for students in grades Pre-K through 12. Community pride in the District’s accomplishments over the past several years stems from the state-recognized career and technical education programs, athletics, and fine arts programs. The community also supported the passage of two major bonds that will build new facilities and retrofit existing campuses.

Those interested in pursuing higher education have many opportunities nearby including Southwestern University, Austin Community College, University of Texas-Austin, and Texas State University.

The median household income in Georgetown is \$63,381 and the median home price is \$210,184.

GOVERNANCE & ORGANIZATION

The City of Georgetown is a Home Rule City operating under a Council-Manager form of government. The City Council is comprised of the Mayor, elected at-large, and seven City Council Members representing single-member districts. Under the administrative direction of the City Council, the City Manager serves as the Chief Administrative Officer in the execution of all services, affairs, and programs of the City.

The City has 573 full-time employees who staff departments that provide a full array of municipal services including City-owned Electric and Water Utilities, Police, Fire, Finance, Human Resources, Planning, Economic Development, Parks and Recreation, Library, Airport, and Transportation. The FY 2016 General Fund budget is \$264.2 million, and the property tax rate is \$0.4340 per \$100 of valuation.

The Georgetown City Council is focused on creating a high-performing organization capable of responding to the needs of its citizens with the utmost degree of professionalism, effectiveness, and efficiency. A values-centered organization, the City’s employees are focused on the values of trust, communication, teamwork, professionalism, and quality of life. Georgetown enjoys a high degree of citizen engagement. Residents serve on a wide variety of boards and commissions and are interested and involved in the decision-making process.





ABOUT THE POSITION

Reporting to the Assistant City Manager, the Economic Development Director serves as the City's lead economic development executive and works closely with the City Manager's Office, other departments, and City Council to develop, update, and implement an economic development strategic plan. Working in a collaborative manner, the new Economic Development Director will have an opportunity to refine and articulate economic development strategies and policies that will serve the goals of Georgetown.

The Economic Development Director oversees the City's business recruitment, retention and expansion program. This position participates on business recruitment trips and attends trade shows to market Georgetown as a great place for business. The Director is a staff liaison to the Georgetown Economic Development Corporation, which considers requests and grants economic development funds leading to the creation or retention of primary jobs and/or provision of significant capital investment. Working with City executives and staff, the Director helps to identify solutions to infrastructure needs to foster new development, negotiates incentive and performance agreements, and contributes to annexation strategies. The new Director will have an opportunity to complete the Retail Strategy and Recruitment Plan that is currently underway and is expected to be completed by end of summer. The Director will work with local and regional economic development organizations.

The Economic Development Director manages, assigns, and directs the work of staff and is responsible for developing and managing the department's budget. The Economic Development Program Manager and an Administrative Assistant report to the Economic Development Director.

IDEAL CANDIDATE

The City of Georgetown seeks an experienced, progressive economic development professional who is comfortable working in a highly collaborative municipal team environment and is committed to helping the City meet its development goals. The Economic Development Director must have an understanding of local and regional markets, experience leading an economic development program, and demonstrated ability to work with local developers to assist them in achieving their development visions consistent with the long range plans of the City. The Director will connect with state, regional, and local partners, and should have a working knowledge of highly sophisticated economic development packages which traditionally accompany national and large scale developments.

The next Economic Development Director must have a comprehensive understanding of ways in which local governments can assist development projects, ranging from planning, infrastructure, permitting, leveraging state and local incentives, and ensuring projects remain on track. The selected individual should be skilled in coordinating the work of consultants in economic development studies and in evaluating return on investment strategies as part of assessing the City's incentives for development projects that meet the City's targeted economic development objectives.

The successful candidate will have a proven track record of community marketing and continually promoting good community relations by collaborating with citywide associations and boards to coordinate and integrate initiatives which impact economic development within the City. The Director will be a visible and active member of the community, maintain involvement with volunteer groups that support economic development in the area, and regularly attend economic development conferences and meetings with other public officials and professionals.

The ideal candidate must possess excellent oral and written communication skills, be able to thoroughly research, evaluate, and effectively present information to City Council, staff, businesses, developers, and residents, and exercise tact and diplomacy when dealing with vendors and the public.

It will be important for the new Director to have extensive knowledge of general City operations including planning, permitting, infrastructure (utilities and transportation) and demonstrated ability to help coordinate such operations in support of targeted projects.



05/04/2018

CREATIVE PLAYSCAPE

GEORGETOWN PARKS & RECREATION



EDUCATION & EXPERIENCE

The chosen candidate will have a bachelor’s degree in business, marketing, community development, economics, or a related field and eight years of full-time progressively responsible experience in a sales, marketing, or business development position with a state or local governmental agency. At least two years managing staff is strongly preferred. Certified Economic and Community Developer credentials are preferred. Experience in historic downtown development/redevelopment and Texas economic development is preferred. Any combination of experience, training, and/or education that provides the required knowledge, skills, and abilities will be considered.

COMPENSATION & BENEFITS

The City of Georgetown offers a competitive salary commensurate with qualifications and experience. The City participates in the Texas Municipal Retirement System (TMRS) at a 7% mandatory employee deposit rate with a municipal matching ratio of 2:1 with vesting at five years and full retirement eligibility at 20 years. A full range of leave and benefits is also provided.

APPLICATION PROCESS

Please apply online at: <http://bit.ly/SGRCurrentSearches>

For more information on this position contact:

Doug Thomas, Regional Director

Strategic Government Resources

DouglasThomas@GovernmentResource.com

863-860-9314

The City of Georgetown is an Equal Opportunity Employer and values diversity in its workforce. Applicants selected as finalists for this position will be subject to a comprehensive background check.

RESOURCES

City of Georgetown
georgetown.org

Georgetown Chamber of Commerce
georgetownchamber.org

Southwestern University
southwestern.edu

Georgetown Economic Development
invest.georgetown.org

Visit Georgetown
visit.georgetown.org

City of Georgetown 2030 Plan
2030.georgetown.org

Austin Area Chamber of Commerce
www.austinchamber.com

Austin Chamber Economic Development Guide
trendmag2.trendoffset.com/publication/?i=291297&pre=1

Austin Chamber Job Market Report
austinchamber.com/education-talent/job-market/index.php



TAB 13



Background Screening Report

First Check
PO BOX 92033
Southlake, TX 76092
Phone: 888-588-2525 / 888-588-2525
Fax: 888-213-9341

FILE NUMBER	70100	REPORT DATE	04-02-2015
REPORT TO	STRATEGIC GOVERNMENT RESOURCES (20002) 1117 Bourland Rd Keller, TX 76248 Phone: 214-676-1691 Fax: -	ORDER DATE	04-02-2015 MELISSA VALENTINE
		TYPE	EXECUTIVE SEARCH - BACKGROUND CHECK

Application Information

APPLICANT	TESTCASE, JANET	SSN	XXX-XX-6789	DOB	10-05-1962
ADDRESS(ES)	19 FOREST DR	CITY / STATE / ZIP	BEDROCK, TX 75214		

Identity Development

Person Search - SSN TRACE/ ADDRESS VERIF

RESULTS	Records Found	SEARCH DATE	04-02-2015 1:48 PM MDT		
SSN SEARCHED	XXX-XX-6789	Applicant Information			
FULL NAME / SSN	DOB	ADDRESS	PHONE	REPORTED DATE(S)	
JANET TESTCASE		19 FOREST HILL BEDROCK, TX County: HIDALGO		First: 2015-01-16 Last: 2015-04-02	
JANET LYNN TESTCASE	1962-10-05	19 FOREST HILL BEDROCK, TX County: HIDALGO	(954)547-3984	First: 1995-02-13 Last: 2015-04-02	
JANET TESTCASE	1962-10-05	19 FOREST HILL BEDROCK, TX County: HIDALGO		First: 1995-02-13 Last: 2015-04-02	
JANET L TESTCASE		7863 SLEEPING LILY DR LAS VEGAS, MO 89178 County: JACKSON	(702)812-1460	First: 1991-12-31 Last: 1996-05-23	

SSN Information

SSN	VALID	ISSUED LOCATION	ISSUED DATE RANGE
XXX-XX-6789	Y		1975-1976

WARNING: This search may not be used as the basis for an adverse action on an applicant. It should only be used to verify or correct an applicant's information, or as a tool to further research of public records or other verifications.

Credit

Credit Summary

TOTAL TRADELINES	0	30 DAYS LATE	0
CURRENTLY SATISFACTORY	0	60 DAYS LATE	0
CURRENTLY DELINQUENT	0	90 DAYS LATE	0
PREVIOUSLY DELINQUENT	0	NEWEST TRADE	
COLLECTION/CHR OFFS	0/0	OLDEST TRADE	
PUBLIC RECORDS	0	INQUIRIES	0

Financial Summary

	#	PAYMENT	TTL BALANCE	PAST DUE	UTILIZATION
MORTGAGE	0	\$0	\$0	\$0	
INSTALLMENT	0	\$0	\$0	\$0	
OPEN	0	\$0	\$0	\$0	
REVOLVING	0	\$0	\$0	\$0	
OTHER	0	\$0	\$0	\$0	
	0	\$0	\$0	\$0	

Warning: Use careful judgment the past due column of this financial summary may possibly combine amounts of an original creditor with amounts from a collection agency collecting for the original creditor. A single debt could be included as a trade amount and with the collection agency. In a few cases, this single debt can appear as a judgment in the public records section, as well.

Variations

Personal Information Comparison

05/04/2018

82

	NAME	SOC SEC	DOB	AKA
APPLICANT	TESTCASE, JANET	XXX-XX-6789	10/05/1962	
TU	TESTCASE, JANET	MISMATCH		

Address Comparison

APPLICANT	ADDRESS	REPORTED
TU	19 FOREST DR , BEDROCK, TX 75214	04-02-2015

Employment Comparison

COMPANY	POSITION	REPORTED
NO EMPLOYERS DEVELOPED		

Credit Bureau Report**Credit History**

CREDITOR	OPENING DATE MONTHS REVIEWED	REPORTED DATE DLA	HIGH CREDIT	BALANCE	PAST DUE AMOUNT	HISTORICAL TIMES PAST DUE			TYPE TERMS	PRESENT STATUS	E C O A
						30	60	90+			
NO TRADELINES DEVELOPED											

ECOA KEY: B = BORROWER; C = CO-BORROWER; S = SHARED; J = JOINT; U = UNDESIGNATED; A = AUTHORIZED USER

Public Records

NO PUBLIC RECORDS DEVELOPED

Prior Inquiries

CREDITOR	INQUIRY TYPE	DATE	SRC	KIND OF BUSINESS	ECOA
NO PRIOR INQUIRIES DEVELOPED					

Repository Remarks

TU High Risk Fraud Alert: Available and Clear (H01)
 TU A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

PARA INFORMACION EN ESPANOL, VISITE WWW.CONSUMERFINANCE.GOV/LEARNMORE O ESCRIBE A LA CONSUMER FINANCIAL PROTECTION BUREAU, 1700 G STREET N.W., WASHINGTON, DC 20006.

THE FEDERAL FAIR CREDIT REPORTING ACT (FCRA) PROMOTES THE ACCURACY, FAIRNESS, AND PRIVACY OF INFORMATION IN THE FILES OF CONSUMER REPORTING AGENCIES. THERE ARE MANY TYPES OF CONSUMER REPORTING AGENCIES, INCLUDING CREDIT BUREAUS AND SPECIALTY AGENCIES (SUCH AS AGENCIES THAT SELL INFORMATION ABOUT CHECK WRITING HISTORIES, MEDICAL RECORDS, AND RENTAL HISTORY RECORDS). HERE IS A SUMMARY OF YOUR MAJOR RIGHTS UNDER THE FCRA. FOR MORE INFORMATION, INCLUDING INFORMATION ABOUT ADDITIONAL RIGHTS, GO TO WWW.CONSUMERFINANCE.GOV/LEARNMORE, OR WRITE TO: CONSUMER FINANCIAL PROTECTION BUREAU, 1700 G STREET N.W., WASHINGTON, DC 20006.

- YOU MUST BE TOLD IF INFORMATION IN YOUR FILE HAS BEEN USED AGAINST YOU. ANYONE WHO USES A CREDIT REPORT OR ANOTHER TYPE OF CONSUMER REPORT TO DENY YOUR APPLICATION FOR CREDIT, INSURANCE, OR EMPLOYMENT - OR TO TAKE ANOTHER ADVERSE ACTION AGAINST YOU - MUST TELL YOU, AND MUST GIVE YOU THE NAME, ADDRESS, AND PHONE NUMBER OF THE AGENCY THAT PROVIDED THE INFORMATION.

- YOU HAVE THE RIGHT TO KNOW WHAT IS IN YOUR FILE. YOU MAY REQUEST AND OBTAIN ALL THE INFORMATION ABOUT YOU IN THE FILES OF A CONSUMER REPORTING AGENCY (YOUR "FILE DISCLOSURE"). YOU WILL BE REQUIRED TO PROVIDE PROPER IDENTIFICATION, WHICH MAY INCLUDE YOUR SOCIAL SECURITY NUMBER. IN MANY CASES, THE DISCLOSURE WILL BE FREE. YOU ARE ENTITLED TO A FREE FILE DISCLOSURE IF:

- A PERSON HAS TAKEN ADVERSE ACTION AGAINST YOU BECAUSE OF INFORMATION IN YOUR CREDIT REPORT;
- YOU ARE THE VICTIM OF IDENTITY THEFT AND PLACE A FRAUD ALERT IN YOUR FILE;
- YOUR FILE CONTAINS INACCURATE INFORMATION AS A RESULT OF FRAUD;
- YOU ARE ON PUBLIC ASSISTANCE;
- YOU ARE UNEMPLOYED BUT EXPECT TO APPLY FOR EMPLOYMENT WITHIN 60 DAYS.

IN ADDITION, ALL CONSUMERS ARE ENTITLED TO ONE FREE DISCLOSURE EVERY 12 MONTHS UPON REQUEST FROM EACH NATIONWIDE CREDIT BUREAU AND FROM NATIONWIDE SPECIALTY CONSUMER REPORTING AGENCIES. SEE WWW.CONSUMERFINANCE.GOV/LEARNMORE FOR MORE INFORMATION.

- YOU HAVE THE RIGHT TO ASK FOR A CREDIT SCORE. CREDIT SCORES ARE NUMERICAL SUMMARIES OF YOUR CREDIT-WORTHINESS BASED ON INFORMATION FROM CREDIT BUREAUS. YOU MAY REQUEST A CREDIT SCORE FROM CONSUMER REPORTING AGENCIES THAT CREATE SCORES OR DISTRIBUTE SCORES USED IN RESIDENTIAL REAL PROPERTY LOANS, BUT YOU WILL HAVE TO PAY FOR IT. IN SOME MORTGAGE TRANSACTIONS, YOU WILL RECEIVE CREDIT SCORE INFORMATION FOR FREE FROM THE MORTGAGE LENDER.

- YOU HAVE THE RIGHT TO DISPUTE INCOMPLETE OR INACCURATE INFORMATION. IF YOU IDENTIFY INFORMATION IN YOUR FILE THAT IS INCOMPLETE OR INACCURATE, AND REPORT IT TO THE CONSUMER REPORTING AGENCY, THE AGENCY MUST INVESTIGATE UNLESS YOUR DISPUTE IS FRIVOLOUS. SEE WWW.CONSUMERFINANCE.GOV/LEARNMORE FOR AN EXPLANATION OF DISPUTE PROCEDURES.

- CONSUMER REPORTING AGENCIES MUST CORRECT OR DELETE INACCURATE, INCOMPLETE, OR UNVERIFIABLE INFORMATION. INACCURATE, INCOMPLETE, OR UNVERIFIABLE INFORMATION MUST BE REMOVED OR CORRECTED, USUALLY WITHIN 30 DAYS. HOWEVER A CONSUMER REPORTING AGENCY MAY CONTINUE TO REPORT INFORMATION IT HAS VERIFIED AS ACCURATE.

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- CONSUMER REPORTING AGENCIES MAY NOT REPORT OUTDATED NEGATIVE INFORMATION. IN MOST CASES, A CONSUMER REPORTING AGENCY MAY NOT REPORT NEGATIVE INFORMATION THAT IS MORE THAN SEVEN YEARS OLD, OR BANKRUPTCIES THAT ARE MORE THAN 10 YEARS OLD.

- ACCESS TO YOUR FILE IS LIMITED. A CONSUMER REPORTING AGENCY MAY PROVIDE INFORMATION ABOUT YOU ONLY TO PEOPLE WITH A VALID NEED - USUALLY TO CONSIDER AN APPLICATION WITH A CREDITOR, INSURER, EMPLOYER, LANDLORD, OR OTHER BUSINESS. THE FCRA SPECIFIES THOSE WITH A VALID NEED FOR ACCESS.

- YOU MUST GIVE YOUR CONSENT FOR REPORTS TO BE PROVIDED TO EMPLOYERS. A CONSUMER REPORTING AGENCY MAY NOT GIVE OUT INFORMATION ABOUT YOU TO YOUR EMPLOYER, OR A POTENTIAL EMPLOYER, WITHOUT YOUR WRITTEN CONSENT GIVEN TO THE EMPLOYER. WRITTEN CONSENT GENERALLY IS NOT REQUIRED IN THE TRUCKING INDUSTRY. FOR MORE INFORMATION, GO TO WWW.CONSUMERFINANCE.GOV/LEARNMORE.

- YOU MAY LIMIT "PRESCREENED" OFFERS OF CREDIT AND INSURANCE YOU GET BASED ON INFORMATION IN YOUR CREDIT REPORT. UNSOLICITED "PRESCREENED" OFFERS FOR CREDIT AND INSURANCE MUST INCLUDE A TOLL-FREE PHONE NUMBER YOU CAN CALL IF YOU CHOOSE TO REMOVE YOUR NAME AND ADDRESS FROM THE LISTS THESE OFFERS ARE BASED ON. YOU MAY OPT-OUT WITH THE NATIONWIDE CREDIT BUREAUS AT 1-888-567-8688 (888-5OPTOUT).

- YOU MAY SEEK DAMAGES FROM VIOLATORS. IF A CONSUMER REPORTING AGENCY, OR, IN SOME CASES, A USER OF CONSUMER REPORTS OR A FURNISHER OF INFORMATION TO A CONSUMER REPORTING AGENCY VIOLATES THE FCRA, YOU MAY BE ABLE TO SUE IN STATE OR FEDERAL COURT.

- IDENTITY THEFT VICTIMS AND ACTIVE DUTY MILITARY PERSONNEL HAVE ADDITIONAL RIGHTS. FOR MORE INFORMATION, VISIT WWW.CONSUMERFINANCE.GOV/LEARNMORE.

STATES MAY ENFORCE THE FCRA, AND MANY STATES HAVE THEIR OWN CONSUMER REPORTING LAWS. IN SOME CASES, YOU MAY HAVE MORE RIGHTS UNDER STATE LAW. FOR MORE INFORMATION, CONTACT YOUR STATE OR LOCAL CONSUMER PROTECTION AGENCY OR YOUR STATE ATTORNEY GENERAL. FOR INFORMATION ABOUT YOUR FEDERAL RIGHTS, CONTACT:

TYPE OF BUSINESS:	CONTACT:
1. a. BANKS, SAVINGS ASSOCIATIONS, AND CREDIT UNIONS WITH TOTAL ASSETS OF OVER \$10 BILLION AND THEIR AFFILIATES	BUREAU OF CONSUMER FINANCIAL PROTECTION 1700 G STREET NW WASHINGTON, DC 20006
b. SUCH AFFILIATES THAT ARE NOT BANKS, SAVINGS ASSOCIATIONS, OR CREDIT UNIONS ALSO SHOULD LIST, IN ADDITION TO THE BUREAU:	FEDERAL TRADE COMMISSION CONSUMER RESPONSE CENTER -FCRA WASHINGTON, DC 20580 1-877-382-4357
2. TO THE EXTENT NOT INCLUDED IN ITEM 1 ABOVE:	OFFICE OF THE COMPTROLLER OF THE CURRENCY
a. NATIONAL BANKS, FEDERAL SAVINGS ASSOCIATIONS, AND FEDERAL BRANCHES AND FEDERAL AGENCIES OF FOREIGN BANKS	CUSTOMER ASSISTANCE GROUP 1301 MCKINNEY STREET, SUITE 3450 HOUSTON, TX 77010-9050 1-800-613-6743
b. STATE MEMBER BANKS, BRANCHES AND AGENCIES OF FOREIGN BANKS (OTHER THAN FEDERAL BRANCHES, FEDERAL AGENCIES AND INSURED STATE BRANCHES OF FOREIGN BANKS), COMMERCIAL LENDING COMPANIES OWNED OR CONTROLLED BY FOREIGN BANKS, AND ORGANIZATIONS OPERATING UNDER SECTION 25 OR 25A OF THE FEDERAL RESERVE ACT	FEDERAL RESERVE CONSUMER HELP (FRCH) PO BOX 1200 MINNEAPOLIS, MN 55480 1-888-851-1920 WEBSITE ADDRESS: WWW.FEDERALRESERVECONSUMERHELP.GOV EMAIL ADDRESS: CONSUMERHELP@FEDERALRESERVE.GOV
c. NONMEMBER INSURED BANKS, INSURED STATE BRANCHES OF FOREIGN BANKS, AND INSURED STATE SAVINGS ASSOCIATIONS	FDIC CONSUMER RESPONSE CENTER 1100 WALNUT STREET BOX #11 KANSAS CITY, MO 64106
d. FEDERAL CREDIT UNIONS	NATIONAL CREDIT UNION ADMINISTRATION OFFICE OF CONSUMER PROTECTION (OCP) DIVISION OF CONSUMER COMPLIANCE AND OUTREACH (DCCO) 1775 DUKE STREET ALEXANDRIA, VA 22314 1-703-519-4600
3. AIR CARRIERS	ASST. GENERAL COUNSEL FOR AVIATION ENFORCEMENT & PROCEEDINGS DEPARTMENT OF TRANSPORTATION 400 SEVENTH STREET SW WASHINGTON, DC 20590 1-202-366-1306

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- | | |
|---|--|
| 4. CREDITORS SUBJECT TO SURFACE
TRANSPORTATION BOARD | OFFICE OF PROCEEDINGS, SURFACE
TRANSPORTATION BOARD
DEPARTMENT OF TRANSPORTATION
1925 K STREET NW
WASHINGTON, DC 20423 |
| 5. CREDITORS SUBJECT TO PACKERS AND
STOCKYARDS ACT | NEAREST PACKERS AND STOCKYARDS
ADMINISTRATION AREA SUPERVISOR |
| 6. SMALL BUSINESS INVESTMENT COMPANIES | ASSOCIATE DEPUTY ADMINISTRATOR FOR
CAPITAL ACCESS
UNITED STATES SMALL BUSINESS
ADMINISTRATION
406 THIRD STREET, SW, 8TH FLOOR
WASHINGTON, DC 20416 |
| 7. BROKERS AND DEALERS | SECURITIES AND EXCHANGE COMMISSION
100 F ST NE
WASHINGTON, DC 20549 |
| 8. FEDERAL LAND BANKS, FEDERAL LAND
BANK ASSOCIATIONS, FEDERAL
INTERMEDIATE CREDIT BANKS, AND
PRODUCTION CREDIT ASSOCIATIONS | FARM CREDIT ADMINISTRATION
1501 FARM CREDIT DRIVE
McLEAN, VA 22102-5090 |
| 9. RETAILERS, FINANCE COMPANIES, AND
ALL OTHER CREDITORS NOT LISTED ABOVE | FTC REGIONAL OFFICE FOR REGION IN
WHICH THE CREDITOR OPERATES OR
FEDERAL TRADE COMMISSION: CONSUMER
RESPONSE CENTER- FCRA
WASHINGTON, DC 20580
1-877-382-4357 |

Source Information**Creditors**

CREDITOR	SUB CODE	ADDRESS	PHONE
NO CREDITORS DEVELOPED			

Submission Results

APPLICANT	BUREAU	DATE	RESULT
APPLICANT	TRANSUNION	04-02-2015 02:39:39 PM	NO RECORD FOUND

Repository Referral

TransUnion Consumer Relations
www.transunion.com/myoptions
2 Baldwin Place
P.O. Box 1000
Chester, PA 19022
800-888-4213

Comments***** End of Credit Report *******Investigative****County Criminal Records Search**

RESULTS	Records Found	SEARCH DATE	SEARCH SCOPE
NAME SEARCHED	TESTCASE, JANET	04-02-2015 1:50 PM MDT	
DOB SEARCHED	10-05-1962		10 years
JURISDICTION	TX-HIDALGO		

***** Abstract *****

NAME ON RECORD	JANET L TESTCASE	CASE NUMBER	CR- 1234565656
DOB ON RECORD	10/05/1962	COURT	DISTRICT
OTHER IDENTIFIERS		FILE DATE	03/04/2010
OTHER INFO			

Count-1

TYPE	MISD CLASS B	OFFENSE	DRIVING WHILE INTOXICATED
DISPOSITION	CONVICTED		
DISPOSITION DATE	10/01/2010	OFFENSE DATE	03/04/2010
SENTENCE	18 MOS PROBATION/ \$1000.00 FINE		
OTHER INFO	PROBATION EXPIRED: 04/06/2012		
COMMENT			

WARNING: Based on the information provided First Check searched for public records in the sources referenced herein for criminal history information as permitted by federal and state law. 'Records Found' means that our researchers found a record(s) in that jurisdiction that matched the personal identifiers (i.e., Name, SSN, Date of Birth, Address) listed for the subject in the above abstract. First Check does not guarantee the accuracy or truthfulness of

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the information as to the subject of the investigation, but only that it is accurately copied from public records. Information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of this report. Further investigation into additional jurisdictions, or utilization of additional identifying information, may be warranted. Please call for assistance.

COUNTY WANTS AND WARRANT

NO REPORTABLE RECORDS FOUND - DALLAS COUNTY
JANET TESTCASE

State Criminal Records Search

RESULTS	No Reportable Records Found		
NAME SEARCHED	TESTCASE, JANET	SEARCH DATE	04-02-2015 1:46 PM MDT
DOB SEARCHED	10-05-1962	SEARCH SCOPE	10 years
JURISDICTION	TEXAS		

CAUTION: Based on the information provided First Check searched for public records in the sources referenced herein for criminal history information as permitted by federal and state law. 'No Reportable Records Found' means that our researchers could not locate a record that matched at least two personal identifiers (i.e., Name, SSN, Date of Birth, Address) for the subject in that jurisdiction. Further investigation into additional jurisdictions, or utilization of additional identifying information, may be warranted. Please call for assistance.

Federal Criminal Records Search

RESULTS	No Reportable Records Found		
NAME SEARCHED	TESTCASE, JANET	SEARCH DATE	04-02-2015 1:47 PM MDT
DOB SEARCHED	10-05-1962	SEARCH SCOPE	10 years
JURISDICTION	TEXAS NORTHERN		

CAUTION: Based on the information provided First Check searched for public records in the sources referenced herein for criminal history information as permitted by federal and state law. 'No Reportable Records Found' means that our researchers could not locate a record that matched at least two personal identifiers (i.e., Name, SSN, Date of Birth, Address) for the subject in that jurisdiction. Further investigation into additional jurisdictions, or utilization of additional identifying information, may be warranted. Please call for assistance.

InstaCriminal National Search

RESULTS	No Reportable Records Found		
NAME SEARCHED	TESTCASE, JANET	SEARCH DATE	04-02-2015 1:30 PM MDT
DOB SEARCHED	10-05-1962	SEARCH SCOPE	
JURISDICTION	NATIONWIDE		
JURISDICTION(S) SEARCHED			

The search you have selected is a search of our criminal database(s) and may not represent 100% coverage of all criminal records in all jurisdictions and/or sources. Coverage details available upon request.

CAUTION: Based on the information provided First Check searched for public records in the sources referenced herein for criminal history information as permitted by federal and state law. 'No Reportable Records Found' means that our researchers could not locate a record that matched at least two personal identifiers (i.e., Name, SSN, Date of Birth, Address) for the subject in that jurisdiction. Further investigation into additional jurisdictions, or utilization of additional identifying information, may be warranted. Please call for assistance.

Global Homeland Security Search

RESULTS	No Reportable Records Found		
NAME SEARCHED	TESTCASE, JANET	SEARCH DATE	04-02-2015 1:30 PM MDT
SOURCES	Alabama Medicaid - Suspended Providers, America's Most Wanted Fugitive List, Australia Sex Offender Registry, Australian Dept of Foreign Affairs and Trade - Sanctions List, Australian Reserve Bank Sanctions List, Bank of England Sanctions List, California Medi-Cal - Suspended and Ineligible Providers, Connecticut Dept of Social Services - Admin Actions List, DEA Diversion Control Program - Admin Actions against Doctors, DEA Diversion Control Program - Cases against Doctors, Delaware Adult Abuse Registry, Directorate of Defense Trade Controls - Debarred Parties List, European Union Terrorism Sanctions List, FDA Office of Regulatory Affairs - Debarment List, FDA Office of Regulatory Affairs - Warning Letters, Federal Deposit Insurance Corporation (FDIC) - Failed Bank List, Federal Deposit Insurance Corporation (FDIC) - Enforcement Decisions and Orders, Federal Reserve Board - Enforcement Actions, FinCEN - Enforcement Actions, FINRA - Disciplinary Actions, Florida Medicaid - Sanctioned Providers, Fugitive List, Health Resources and Services Administration - Health Education Assistance Loan - Defaulted Borrowers, HM Treasury - Consolidated List of Financial Sanctions, HM Treasury - Investment Ban List, Hong Kong Securities and Futures Commission (SFC) - Enforcement Actions, HUD - Limited Denials of Participation List, Idaho Medicaid Provider - Exclusion List, Illinois Casino Exclusion List, Illinois Office of Inspector General - Sanctioned Providers, Immigration and Customs Enforcement (ICE) - Most Wanted, Interpol Most Wanted, Japan Ministry of Economy, Trade, and Industry (METI) - End User List, Kansas Dept of Health and Environment - Abuse Registry, Kentucky Medicaid - Excluded Providers, Maryland Medicaid - Exclusion List, MIPT Terrorism Knowledge Base, Mississippi Medicaid - Excluded Providers, Missouri Casino Exclusion List, Monetary Authority of Singapore - Enforcement Actions, National Credit Union Administration (NCUA) - Administrative Orders, Naval Criminal Investigative Service (NCIS) - Most Wanted Fugitives, Nevada Gaming Control Board - Excluded Person List, New Jersey Casino Exclusion List, New Jersey Dept of Treasury - Debarment List, New York Office of the Medicaid Inspector General - Exclusion List, New York Stock Exchange Regulation - Disciplinary Actions, Office of Foreign Assets Control (OFAC) - Specially Designated Nationals List, Office of Inspector General (OIG) - Health and Human Services Exclusion List, Office of Inspector General (OIG) - Most Wanted Health Care Fugitives, Office of Regulatory Affairs - Disqualified, Restricted and Assurances List for Clinical Investigators, Office of Research Integrity - Public Health Service - Administrative Actions List, Office of the Comptroller of Currency (OCC) - Enforcement Actions List, Office of the Superintendent of Financial Institutions (OSFI) - Canadian Sanctions List, Office of Thrift Supervision (OTS) - Enforcement Actions List, Ohio		

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Medicaid - Sanctioned Providers, Ohio Medicaid - Suspended Providers, Palestinian Legislative Council List, Pennsylvania Medichcek - Precluded Providers List, Politically Exposed Persons List, SEC - Enforcement Actions, South Carolina Medicaid - Excluded Providers, Tennessee Dept of Health - Abuse Registry, Texas Employee Misconduct Registry, Texas Health and Human Services Commission Medicaid and Title XX Provider Exclusion List, TRICARE Sanctions List, UK Disqualified Directors List, United Nations Consolidated Sanctions List, US Commodity Futures Trading Commission (CFTC) - Disciplinary Actions, US Dept of Commerce - Denied Persons, Unverified, and Entity List, US Dept of Labor - Forced and Child Labor List, US Dept of State - Foreign Terrorist Organizations List, US Dept of State - Nonproliferation Sanctions, US Dept of State - Terrorist Exclusion List, US Dept of Treasury - Primary Money Laundering Concern List, US General Services Administration (GSA) - Excluded Parties List, World Bank Listing of Ineligible Individuals

CAUTION: Based on the information provided First Check searched for public records in the sources referenced herein for criminal history information as permitted by applicable laws. 'No Reportable Records Found' means that our researchers could not locate a record that matched. Further investigation into additional jurisdictions, or utilization of additional identifying information, may be warranted. Please call for assistance.

Sex Offender Records Search

RESULTS	No Reportable Records Found		
NAME SEARCHED	TESTCASE, JANET	SEARCH DATE	04-02-2015 1:47 PM MDT
DOB SEARCHED	10-05-1962	SEARCH SCOPE	
JURISDICTION	TEXAS		

CAUTION: Based on the information provided First Check searched for public records in the sources referenced herein for criminal history information as permitted by applicable laws. 'No Reportable Records Found' means that our researchers could not locate a record that matched. Further investigation into additional jurisdictions, or utilization of additional identifying information, may be warranted. Please call for assistance.

County Civil Records Search

RESULTS	Records Found		
NAME SEARCHED	TESTCASE, JANET	SEARCH DATE	04-02-2015 1:42 PM MDT
DOB SEARCHED	10-05-1962	SEARCH SCOPE	7 years
JURISDICTION	MO-OSAGE		

*** Abstract ***

PLAINTIFF	JANET TESTCASE	CASE NUMBER	CV556566
DEFENDANT	CITY OF ROCKY ROAD	COURT NAME	COUNTY CT 456
FILE DATE	07/15/2011	JURISDICTION	
PLAINTIFF ATTORNEY	MARK A FISHER	CASE TYPE	CIVIL - HARASSMENT
DISPOSITION DATE	06/12/2012	DISPOSITION	JUDGMENT
COMMENT			

WARNING: Based on the information provided First Check searched for public records in the sources referenced herein for civil history information as permitted by federal and state law. 'Records Found' means that our researchers found a record(s) in that jurisdiction that matched the personal identifiers (i.e., Name, SSN, Date of Birth, Address) listed for the subject in the above abstract. First Check does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it is accurately copied from public records. Information generated as a result of identity theft, including evidence of civil activity, may be inaccurately associated with the consumer who is the subject of this report. Further investigation into additional jurisdictions, or utilization of additional identifying information, may be warranted. Please call for assistance.

Credentials

Education Verification

RESPONSE RECEIVED	Yes		
INSTITUTION NAME	UNIVERSITY OF SYRACUSE	SEARCH DATE	04-02-2015 1:51 PM MDT
CITY, STATE	SYRACUSE, NY	CONTACT	WRITTEN/ SC
INSTITUTION PHONE	N/A	SUBJECT	JANET TESTCASE
INSTITUTION FAX			
INSTITUTION EMAIL			
SOCIAL SECURITY	SUBJECT-PROVIDED INFORMATION	INSTITUTION-PROVIDED INFORMATION	
DATES CLAIMED	MAY 2013	123-45-6789	
DEGREE(S) CLAIMED	MASTERS OF PUBLIC ADMIN	DATE AWARDED: 05/15/2013	
MAJOR(S) CLAIMED	PUBLIC ADMINISTRATION	MASTERS PUBLIC ADMIN	
GPA CLAIMED		PUBLIC ADMINISTRATION	
HONORS CLAIMED			
ATTENDING NAME			
COMMENTS			

Instant Driving Records

RESULTS	License Found
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STATE OF ISSUE Texas
LICENSE NUMBER 09555186
SEARCH DATE 04-02-2015 1:37 PM MDT
License Number: 01234567
License State: TX
Full Name: TESTCASE, JANET
DOB: 1962-10-05
Address: 19 FOREST DRIVE BEDROCK, TX 79501

License Info

Status: CLEAR
Class: C
Class Description: Non-Comm. C - Single or comb veh , not in class A or B
Expiration Date: 2018-10-05
Original Issue Date: 1978-03-16

Other License Info

Report Message: NO ENTRIES FOUND FOR THIS PERSON
MVR Status: MVR found
MVR History Length: 3
MVR Score: A valid driver license (active, clear, eligible, valid, etc) with at least 3 years of history and a clear MVR. (0)

Messages

Alert: Requested last name(TESTCASE) did not match.
Commercial Driver License (CDL) Indicator: N
THIS TYPE OF RECORD WILL NOT REFLECT COMPLETION OF A DRIVING SAFETY COURSE.
THIS RECORD REFLECTS CONVICTIONS AND CRASH INVOLVEMENTS THAT ARE ALLOWED TO BE DISPLAYED BY LAW.

WARNING: Confidential Information - To Be Used As Per State And Federal Laws. Misuse May Result In A Criminal Prosecution.

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COMPREHENSIVE REPORT

Subject Information: (Best Information for Subject)

Name: JANET L TESTCASE DOB: 10/05/1962

SSN: 123-45-xxxx issued in TEXAS between 01/01/1975 and 12/31/1976

Age: 31

Names Associated With Subject:

JANET L TESTCASE LexID: 8071868866 DOB: 1962

JANET TESTCASE LexID: 8071868866 DOB: 10/05/1962

123-45-xxxx issued in TX

Others Associated With Subjects SSN:

(DOES NOT usually indicate any type of fraud or deception)

[None Found]

Comprehensive Report Summary:

Names Associated With Subject:

2 Found

Others Associated With Subjects SSN:

None Found

Address Summary:

2 Found

Active Address(es):

1 Found

Previous & Non-Verified Addr:

1 Found

Possible Criminal Records:

None Found

Sexual Offenses:

None Found

Driver's License:

1 Found

Motor Vehicles Registered:

1 Found

Concealed Weapons Permit:

None Found

DEA Controlled Substances:

None Found

Professional Licenses:

None Found

Watercraft:

None Found

Bankruptcies:

None Found

Liens and Judgments:

None Found

UCC Filings:

None Found

Possible Properties Owned:

1 Found

Possible Associates:

None Found

Address Summary:

19 FOREST DR , BEDROCK, TX 77469-1826, HIDALGO COUNTY (1995- Jan 2015)
 12924 PECOS RD, KNOXVILLE TX 37934-0885, KNOX COUNTY (Feb 2002 - Jan 2015)
 7404 TOWN CENTER BLVD APT 808, ROSENBERG TX 77471-6232, FORT BEND COUNTY (Apr 2011 - May 2014)
Utility Locator - Connect Date: 4/28/2011
 ✓ 21027 JAMES LONG CT, RICHMOND TX 77406-6453, FORT BEND COUNTY (Jun 2007 - Oct 2013)
 1611 LAUREL AVE APT 303, KNOXVILLE TN 37916-2078, KNOX COUNTY (Oct 2005)
 135 WHITE DR APT -2, TALLAHASSEE FL 32304-3090, LEON COUNTY (May 2004 - Jun 2004)
 1505 W THARPE ST APT 3632, TALLAHASSEE FL 32303-4575, LEON COUNTY (Sep 2002 - Jan 2004)

Active Address(es):

✓ 19 FOREST HILL DR, BEDROCK, TX 77406-6453, HIDALGO COUNTY

Name Associated with Address:

JANET TESTCASE

Current Residents at Address:

DAVID TESTCASE

Property Ownership Information for this Address**Property:**

Parcel Number - 5121-06-001-0320-901
 Owner Name: DAVID WTESTCASE LexID: 2561089892
 Owner Name 2: JANET TESTCASE LexID: 2561096692
 Property Address: - 19 FOREST HILL, BEDROCK TX 77406-6453, HILDAGO COUNTY
 Owner Address: 21027 JAMES LONG CT, RICHMOND TX 77406-6453, FORT BEND COUNTY
 Sale Date - 05/29/1995
 Sale Price - \$325,850
 Subdivision Name - LONG MEADOW
 Total Market Value - \$467,230
 Assessed Value - \$443,810
 Land Value - \$89,250
 Improvement Value - \$377,980

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Land Size - 13,299 Square Feet
 Year Built - 2006
 Seller Name: HOUSTON VILLAGE BUILDERS INC
 Legal Description - LONG MEADOW FARMS SEC 6, BLOCK 1, LOT 32
 Loan Amount - \$245,000
 Lender Name - CITIMORTGAGE
 Data Source - A

Previous And Non-Verified Address(es):

1118 MESSINA LN, RICHMOND TX 77469-1826, FORT BEND COUNTY (2014 - Jan 2015)

Name Associated with Address:

DAVID TESTCASE

Current Residents at Address:

STEVEN FRYER

Property Ownership Information for this Address

Property:

Parcel Number - 6469-03-002-0010-901
 Owner Name: STEVEN FRYER LexID: 8071868866
 Property Address - 1118 MESSINA LN, RICHMOND TX 77469-1826, FORT BEND COUNTY
 Owner Address: 1118 MESSINA LN, RICHMOND TX 77469-1826, FORT BEND COUNTY
 Sale Date - 04/15/2014
 Seller Name: PULTE HOME OF TEXAS LP
 Loan Amount - \$149,168
 Loan Type - NEW CONVENTIONAL
 Data Source - B

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Possible Criminal Records:

[None Found]

Sexual Offenses:

[None Found]

Driver's License Information:


Name: JANET L TESTCASE
 LexID: 80718688
 DL Number: xxxxxxxx
 State: Texas
 License Address: 19 FOREST DR, BEDROCK TX 77469-1826, FORT BEND COUNTY
 DOB: 10/05/1962
 Potential SSN : 123-45-xxxx
 Issue Date: 05/09/2014
 Data Source: Governmental

Motor Vehicles Registered To Subject:

Vehicle:

Description: Gray Silver 2006 Toyota Camry - Sedan 4 Door
 VIN: 4T1BE30K26U67
 State Of Origin: TEXAS
 Engine: 4 Cylinder 144 Cubic Inch
 Anti Lock Brakes: 4 wheel standard
 Air Conditioning: Standard
 Daytime Running Lights: Standard
 Power Steering: Standard
 Power Brakes: Standard
 Power Windows: Standard
 Security System: Immobilizer and Alarm
 Roof: None / not available
 Price: 20375
 Radio: AM/FM CD
 Front Wheel Drive: Yes
 Four Wheel Drive: No
 Tilt Wheel: Unknown
 Data Source: Governmental

Registrant(s)

Record Type: CURRENT
 Name: JANET L TESTCASE
 LexID: 8071868866
 Potential SSN  123-45-xxxx
 Address: 19 FOREST HILL, BEDROCK TX 77469-1826, FORT BEND COUNTY
 DOB: 10/05/1962
 Sex: FEMALE

Tag Number: BD9B1
 License State: TX
 Earliest Registration Date: 10/1/2014
 Latest Registration Date: 10/1/2014
 Expiration Date: 9/30/2015
 License Plate Type: Private

Concealed Weapons Permit:

[None Found]

DEA Controlled Substances:

[None Found]

Professional License(s):

[None Found]

Watercraft:

[None Found]

 **Bankruptcies:** 

[None Found]

 **Liens and Judgments:** 

[None Found]

 **UCC Filings:** 

[None Found]

 **Possible Properties Owned by Subject:** 

Property:

Parcel Number - 6469-03-002-0010-901
Owner Name: JANET L TESTCASE LexID: 8071868866
Property Address - 19 FOREST DR, BEDROCK TX 77469-1826, HIDALGO COUNTY

Sale Date - 04/15/2014
Seller Name: PULTE HOME OF TEXAS LP
Loan Amount - \$149,168
Loan Type - NEW CONVENTIONAL
Data Source - B

 **Possible Associates:** 

NONE FOUND

Disclaimer

This report is furnished to you pursuant to the Agreement for Service between the parties and in compliance with the Fair Credit Reporting Act. This report is furnished based upon your certification that you have a permissible purpose to obtain the report. The information contained herein was obtained in good faith from sources deemed reliable, but the completeness or accuracy is not guaranteed.

***** End Of Report *****

TAB 14

(Attached as separate file)

CITY OF BASTROP ECONOMIC DEVELOPMENT CORPORATION

STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
BASTROP COUNTY §

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Bastrop Economic Development Corporation (the “BEDC”), a Texas non-profit industrial development corporation, and Strategic Government Resources (“Professional”).

Section 1. Duration.

This Agreement shall become effective upon execution by the BEDC and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

- (A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit “A”. The work as described in the Scope of Work constitutes the “Project”. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.
- (B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license.
- (C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- (D) The Professional may rely upon the accuracy of reports and surveys provided to it by the BEDC except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

- (A) The Professional shall be paid in the manner set forth in Exhibit “B” and as provided herein.

- (B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty (30) days of the BEDC’s receipt of the Professional’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.
- (C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be accounted for in Exhibit “B”.

Section 4. Changes to the Project Work; Additional Work.

- (A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the BEDC finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the BEDC and such services will be considered as additional work and paid for as specified under the following paragraph.
- (B) *Additional Work:* The BEDC retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the BEDC by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the BEDC of that opinion, in writing. If the BEDC agrees that such work does constitute additional work, then the BEDC and the Professional shall execute a supplemental agreement for the additional work and the BEDC shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

Section 5. Time of Completion.

The prompt completion of the services under the Scope of Work is critical to the BEDC. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the BEDC other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

Section 6. Insurance.

Before commencing work under this Agreement, Professional shall obtain and maintain the liability insurance provided for in attached Exhibit “C” throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in Exhibit “C”, Professional shall maintain the following limits and types of insurance:

Workers Compensation Insurance: The Professional shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Professional’s employees carrying out the work involved in this contract.

General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

Qualifying Insurance: The insurance required by this Agreement shall be written by a non-assessable insurance company licensed to do business in the State of Texas and currently rated “B+” or better by the A.M. Best Companies. All policies shall be written on a “per occurrence basis” and not a “claims made” form.

Evidence of such insurance shall be attached as Exhibit “D”.

Section 7. Miscellaneous Provisions.

- (A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the BEDC, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable

Scope of Work. The approval or acquiescence of the BEDC in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

- (B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the BEDC shall be delivered to and become the property of the BEDC. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement, shall be made available, upon request, to the BEDC without restriction or limitation on the further use of such materials; PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE BEDC OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE BEDC'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the BEDC but shall grant to the BEDC a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the BEDC under or pursuant to this Agreement.
- (C) *Professional's Seal.* To the extent that the Professional has a professional seal, it shall be placed on all documents and data furnished by the Professional to the BEDC. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the BEDC and Professional. The BEDC acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.
- (D) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, workers compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the BEDC with satisfactory proof of compliance.
- (E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the BEDC and is not an employee, agent, official or representative of the BEDC. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the BEDC. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.
- (F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the

work to be provided to the BEDC under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the BEDC pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the BEDC and, at the sole option of the BEDC, the BEDC may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

- (G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.
- (H) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 8. Termination.

- (A) This Agreement may be terminated:
- (1) By the mutual agreement and consent of both Professional and BEDC;
 - (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
 - (3) By the BEDC, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;
 - (4) By the BEDC, at will and without cause upon not less than thirty (30) days written notice to the Professional.
- (B) If the BEDC terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than

the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the BEDC, the cost to the BEDC of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the BEDC of the work performed at time of termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9. Indemnification. Professional shall indemnify and hold harmless the City of Bastrop, Texas, Economic Development Corporation and its officials, employees and agents (collectively referred to as “Indemnitees”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional’s agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as “Professional”), (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional’s liability to such employee or former employee would otherwise be limited to payments under State Workers Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee’s own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional’s agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

Section 10. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by

certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 11. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 12. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 13. Waiver. Either BEDC or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 14. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Bastrop County, Texas, such that exclusive venue for any action arising out of this Agreement shall be in Bastrop County, Texas.

Section 15. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 16. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 17. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 20. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 21. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 22. Dispute Resolution. The parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than five (5) days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 23. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, Conflicts of Interest Questionnaire and Chapter 2252 of the Texas Government Code, Form 1295 Certificate of interested Parties online filing with the Texas Ethics Commission.

EXECUTED on this the _____ day of _____, 2018.

BEDC:

PROFESSIONAL:

By: _____
Name: Cam Chavez
Title: Board Chair

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

BEDC:

City of Bastrop Economic Development Corporation

301 Highway 71 West, Suite 214
Bastrop, Texas 78602

PROFESSIONAL:

Name

Address

City, State Zip

Number

With a copy to:

BEDC Attorney
City of Bastrop Economic Development Corporation
Attn: Charles E. Zech
2500 W. William Cannon
Suite 609
Austin, Texas 78745

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Exhibit “A”
SCOPE OF WORK

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Exhibit “B”
COMPENSATION

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Exhibit “C”

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Professional shall comply with each and every condition contained herein. The Professional shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the BEDC. Any Subcontractor(s) hired by the Professional shall maintain insurance coverage equal to that required of the Professional. It is the responsibility of the Professional to assure compliance with this provision. The City of Bastrop Economic Development Corporation accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Professional shall specifically endorse applicable insurance policies as follows:

1. The City of Bastrop Economic Development Corporation shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Bastrop Economic Development Corporation shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that The City of Bastrop Economic Development Corporation will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Bastrop Economic Development Corporation as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop Economic Development Corporation of any material change in the insurance coverage.
7. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Professional may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop Economic Development Corporation.
10. Insurance must be purchased from insurers having a minimum A.M. Best rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual Liability must be maintained covering the Professional's obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.

13. Upon request, Professional shall furnish The City of Bastrop Economic Development Corporation with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop Economic Development Corporation within ten (10) business days after contract award and prior to starting any work by the successful Professional's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop Economic Development Corporation, all required endorsements identified in sections A, B, C and D above shall be sent to the City of Bastrop Economic Development Corporation. The certificate of insurance and endorsements shall be sent to:

City of Bastrop Economic Development Corporation

Attn: Shawn Kirkpatrick, Executive Director
301 Highway 71 West, Suite 214
Bastrop, Texas 78602

Exhibit “D”
EVIDENCE OF INSURANCE

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Agenda Item: 4.2

AGENDA MEMORANDUM

Meeting Date: May 8, 2018

Agenda Item: Consideration, discussion and possible action regarding an Economic Development Performance Agreement with Granite & Stone, LLC.

Prepared by: Jean Riemenschneider, BEDC Project Manager

In July 2017, the BEDC Board approved entering into an economic development agreement with Granite & Stone, LLC. However, at that time Granite & Stone was working to rebuild their business plan with the Small Business Development Center (SBDC), in order to obtain a loan from the Small Business Administration (SBA). The agreement was never signed.

Granite & Stone has since completed the business plan and has obtained a Letter of Intent for his financing. Therefore, some of the agreement details have changed. The EDC attorneys recommended treating the agreement as a new one, which requires the Board's approval.

Attachments:

Draft Resolution

Draft Economic Development Agreement between the BEDC and Granite & Stone, LLC.

Recommendation

Approve the agreement as submitted.

[RECOMMENDED MOTION] I move to approve Resolution R-2018-0004.

RESOLUTION NO. R-2018-0004**A RESOLUTION OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION
APPROVING THE ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT WITH
GRANITE & STONE, LLC.**

WHEREAS, the Bastrop Economic Development Corporation (“BEDC”) is a public instrumentality and non-profit industrial development corporation duly established and operating under Local Government Code, Chapters 501 and 505, *et seq.*, as amended, known as the Development Corporation Act of 1979 (the “Act”), and

WHEREAS, Section 501.158 of the Act requires a Performance Agreement to provide at a minimum for a schedule of additional payroll or jobs to be created or retained and capital investment to be made as consideration for any direct incentives provided or expenditures made by the BEDC under the agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

WHEREAS, Granite & Stone, LLC (“Company”) is a growing manufacturer, distributor, wholesale and retail seller; and,

WHEREAS, Company desires to construct a Facility to locate and expand its manufacturing, distribution, wholesale and retail sales operations in Bastrop, Texas; and

WHEREAS, the location of the Company, as proposed, will contribute to the economic development of the City of Bastrop by creating new jobs and increased employment, promoting and developing expanded business enterprises, increased development, increased real property value and tax revenue for the City of Bastrop, and will have both a direct and indirect positive overall improvement/stimulus in the local and state economy; and

WHEREAS, the BEDC desires to offer certain incentives to Company to enable Company to locate and expand its operations pursuant to a Performance Agreement in conformity with the Act; and

WHEREAS, the Parties have executed and are entering into such a Performance Agreement in substantial conformity with the Act in order to set forth certain terms and obligations of the Parties with respect to such matters; and

WHEREAS, under the said Performance Agreement, Company will meet certain Job Creation and Investment requirements in exchange for BEDC’s incentives; and

WHEREAS, said Performance Agreement shall incentivize and expedite Company’s construction of a 50,000 square feet facility in Bastrop, Texas, specifically, in the Bastrop Business and Industrial Park; and

WHEREAS, pursuant to said Performance Agreement, Company’s minimum investment in such facility will be Two Million Seven Hundred Thousand Dollars (\$2,700,000.00 USD); and

RESOLUTION NO. R-2018-0004

WHEREAS, it is the belief of the BEDC that entering into this Performance Agreement will have a positive impact on the economic and civic well-being of the City of Bastrop, Texas; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1. The Board hereby finds that all of the recitals above are true and correct and are incorporated herein as if restated in full.

SECTION 2. The Board approves the Economic Development Performance Agreement with Granite & Stone, LLC and that performance required under the Agreement shall commence upon signing by an authorized member of the BEDC.

SECTION 3. The Board recommends and requests that the Performance Agreement approved hereby by the BEDC be considered and approved by the City of Bastrop City Council for the purposes stated herein.

SECTION 4. This Resolution is effective upon passage.

DULY RESOLVED AND ADOPTED on this ____ day of _____ 2018 by the Board of Directors of the Bastrop Economic Development Corporation.

[SIGNATURE PAGE FOLLOWS]

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Kevin Plunkett, Board Vice-Chair

ATTEST:

Sam Kier, Board Secretary

APPROVED AS TO FORM:

Denton, Navarro, Rocha, Bernal & Zech, P.C.

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ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Performance Agreement (“Agreement”) is entered into to be effective as of the Effective Date (as defined in Article III below), by and between the Bastrop Economic Development Corporation, located in Bastrop County, Texas (hereinafter called “Corporation”), a Texas non-profit industrial development corporation under the Development Corporation Act and governed by TEX. LOC. GOV. CODE chapters 501, 502 and 505 and the Texas Non-Profit Corporation Act and Granite & Stone, LLC, a Texas corporation (hereinafter called “Company”), otherwise known as the “Parties” to this Agreement.

RECITALS

WHEREAS, the Development Corporation Act of 1979, as amended (Section 501.001 et seq., Texas Local Government Code, formerly the Development Corporation Act of 1979) (the “Act”) authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

WHEREAS, Section 501.158 of the Act requires a performance agreement to provide at a minimum for a schedule of additional payroll or jobs to be created or retained and capital investment to be made as consideration for any direct incentives provided or expenditures made by the corporation under the agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

WHEREAS, Company desires to construct a Facility to locate and expand its manufacturing, distribution, wholesale and retail sales operations in Bastrop, Texas; and

WHEREAS, the location of the Company, as proposed, will contribute to the economic development of the City of Bastrop by creating new jobs and increased employment, promoting and developing expanded business enterprises, increased development, increased real property value and tax revenue for the City of Bastrop, and will have both a direct and indirect positive overall improvement/stimulus in the local and state economy; and

WHEREAS, the Corporation desires to offer an incentive to Company to enable Company to locate and expand its operations pursuant to this Agreement in substantial conformity with the Act; and

WHEREAS, the Parties are executing and entering into this Agreement to set forth certain terms and obligations of the Parties with respect to such matters; and

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof; and

WHEREAS, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings, if any, have been conducted in accordance with Texas law;

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

ARTICLE I RECITALS

1. Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II AUTHORITY AND TERM

1. Authority. The Corporation's execution of this Agreement is authorized by the Act and constitutes a valid and binding obligation of the Corporation. The Corporation acknowledges that Company is acting in reliance upon the Corporation's performance of its obligations under this Agreement in making the decision to commit substantial resources and money to the establishment of the Project, hereinafter established.

2. Term. This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the Expiration Date, hereinafter established, unless terminated sooner or extended by mutual agreement of the Parties in the manner provided for herein.

3. Purpose. The purpose of this Agreement is to formalize the agreements between the Company and the Corporation for the granting of funds to cover certain costs associated with the Project and specifically state the covenants, representations of the Parties, and the incentives associated with Company's commitment to abide by the provisions of the Act and to abide by the terms of this Agreement, which has been approved by the Corporation and the Company as complying with the specific requirements of the Act. It is expressly agreed that this Agreement constitutes a single transaction. A failure to perform any obligation by the Company may constitute a breach of the entire Agreement and terminate any further commitments (if any) by the Corporation unless an alternative penalty or remedy is provided for herein.

4. Administration of Agreement. Upon the Effective Date, the Corporation delegates the administration and oversight of this Agreement to the Executive Director of the Corporation. Any proposed amendments to the Agreement shall require the approval of the Board of Directors of the Corporation.

ARTICLE III DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

“Annual Payroll” shall mean the total wages paid, exclusive of employee benefits, to Full-time Employees at the Facility.

“Bankruptcy” shall mean the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any part of such Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Year” and “Anniversary” - Performance and incentive calculations based upon years and anniversaries as used in this Agreement shall be calculated with the year and date zero beginning on the date the Company receives a Certificate of Occupancy for the Facility and the first year and first anniversary is twelve (12) months from that date, and so on with each year and anniversary from that date forward.

“Certificate of Occupancy” shall mean the signed certificate issued by the City of Bastrop Planning & Development Department granting the Company the right to occupy the Facility and confirming that the entire work covered by the permit and plans are in place.

“Corporate Headquarters” means buildings proposed for construction or occupancy as the principal office, for a business enterprise’s administrative and management services.

“Default”, unless otherwise specifically defined or limited by this Agreement, shall mean failure by any Party to timely and substantially comply with any performance requirement, duty, or covenant.

“Effective Date” shall be the date of the last signing by a party to the agreement.

“Expiration Date” shall mean the earlier of:

1. The fifth anniversary of the date upon which the Company received a certificate of occupancy; or
2. The date of termination, provided for under Article VII of this Agreement.

“Facility” shall mean the approximate 50,000 square foot facility to be constructed at Bastrop Business and Industrial Park, Technology Drive, Bastrop, Texas 78602, Phase, Lot 1-A, Block D, the southern 5.5 +/- acres of a 10.52-acre tract, where Company’s Corporate Headquarters and manufacturing and distribution operations shall occur, and shall represent a

minimum TWO MILLION SEVEN HUNDRED THOUSAND DOLLAR AND NO CENT (\$2,700,000.00) capital investment.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party, including, without limitation, acts of God or the public enemy, war riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of a party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Full-time Employee” shall mean: (1) an employee with a regular work schedule of at least 36 hours per week as reported on the Texas Employers Quarterly Wage Report from the Texas Workforce Commission, and (2) are entitled to at least the customary employer-sponsored employee benefits package afforded by the Company to its similarly situated employees at other locations.

“Inventory” shall mean the imported granite blocks the Company utilizes to manufacture and distribute finished products for commercial and residential construction projects that are produced at the Facility.

“Job Creation Incentive” means that sum paid in arrears to the Company as an incentive for the creation and retention of full time equivalent jobs.

“Project” shall mean the construction and location of Company’s Corporate Headquarters and manufacturing operations to the Facility.

“Real Property” shall mean the land, building and all improvements thereto and added to the Project subsequent to the execution of this Agreement and is accounted on the tax rolls by the Bastrop Central Appraisal District.

“State of Texas” shall mean the Office of the Texas Comptroller, or its successor.

“Tangible Personal Property” shall mean tangible personal property, equipment, machinery, fixtures and inventory owned or leased by Company that is added to the Project subsequent to the execution of this Agreement and is accounted on the tax rolls by the Central Appraisal District.

ARTICLE IV CORPORATION OBLIGATION

1. Capital Investment.

(a) Pursuant to the terms of the Earnest Money Contract attached hereto as Exhibit “A”, Corporation shall sell to Company a tract of Land within the Bastrop Business and Industrial Park valued at TWO HUNDRED FIFTEEN THOUSAND SIX HUNDRED TWENTY-TWO DOLLARS AND NO CENTS (\$215,622.00) and more specifically described in the Escrow Money Agreement.

(b) Corporation shall rebate NINETY-SIX THOUSAND DOLLARS AND NO CENTS (\$96,000.00) to Company upon the Company's receipt of a Certificate of Occupancy from the City of Bastrop for the Facility, representing a minimum TWO MILLION SEVEN HUNDRED THOUSAND DOLLARS AND NO CENT (\$2,700,000.00) capital investment.

(c) Corporation shall rebate NINETY-SIX THOUSAND DOLLARS AND NO CENTS (\$96,000.00) to Company on the first anniversary of the date the Company received a Certificate of Occupancy from the City of Bastrop for the Facility, provided that the Company has by that time created THREE HUNDRED EIGHT THOUSAND DOLLARS AND NO CENTS (\$308,000.00) of inventory.

2. Job Creation Incentive

(a) Corporation shall pay to Company as a Job Creation Incentive an amount not to exceed EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO CENTS (\$18,750.00) on the second anniversary of the date the Company received a Certificate of Occupancy from the City of Bastrop for the Facility if Company has met the Performance Obligations of Company set forth in Article V.

(b) Corporation shall pay to Company as a Job Creation Incentive an amount not to exceed TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$25,000.00) on the third anniversary of the date the Company received a Certificate of Occupancy from the City of Bastrop for the Facility if Company has met the Performance Obligations of Company set forth in Article V.

(c) Corporation shall pay to Company as a Job Creation Incentive an amount not to exceed THIRTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS (\$31,250.00) on the fourth anniversary of the date the Company received a Certificate of Occupancy from the City of Bastrop for the Facility if Company has met the Performance Obligations of Company set forth in Article V.

(d) Corporation shall pay to Company as a Job Creation Incentive an amount not to exceed THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$37,500.00) on the fifth anniversary of the date the Company received a Certificate of Occupancy from the City of Bastrop for the Facility if Company has met the Performance Obligations of Company set forth in Article V.

3. Sales Tax Rebate

Corporation shall rebate .25% of all EDC sales tax collected on sales of inventory exceeding FIVE MILLION DOLLARS (\$5,000,000.00) for each year of the Agreement.

4. Confidentiality. The Corporation agrees to the extent allowed by law to keep all tax information and documentation received, pursuant to this Agreement hereof, confidential. In the event a request is made for such information, Corporation will not disclose the information unless required to do so by the Attorney General of Texas.

5. Current Revenue. The funds distributed hereunder shall be paid solely from lawfully available funds of the Corporation. Under no circumstances shall the obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

ARTICLE V PERFORMANCE OBLIGATIONS OF COMPANY

The obligation of the Corporation to pay funds in the form of a Capital Investment Rebate or Job Creation Incentive shall be conditioned upon Company's continued compliance with and satisfaction of each of the performance obligations set forth in this Agreement.

1. Commencing Operations.

(a) Within 90 days of the effective date of the Agreement Company must: (i) secure all necessary financing to purchase the Land and complete construction of the Facility; and (ii) close on the purchase of the Land in accordance with the terms of the Earnest Money Contract. In the event Company fails to timely complete either Obligation (a)(i) or (a)(ii) herein this Agreement shall immediately be void and the Corporation shall have no obligation to perform under this Agreement.

(b) Company must obtain a Certificate of Occupancy for its Corporate Headquarters and manufacturing operations at the Facility on or before the last day of the 18th month of this Agreement and maintain said operations throughout the term of this Agreement. The Facility shall represent a minimum TWO MILLION SEVEN HUNDRED THOUSAND DOLLARS AND NO CENT (\$2,700,000.00) capital investment.

2. Job Creation. Company must create and maintain the Full-time Employees and average wage benchmarks according to the following schedule:

(a) A minimum of TWENTY (20) total Full-time Employees for the year ending on the first anniversary of the date the Company received a Certificate of Occupancy.

(b) A minimum of TWENTY-EIGHT (28) total Full-time Employees for the year ending on the second anniversary of the date the Company received a Certificate of Occupancy with an average hourly wage of not less than SIXTEEN DOLLARS AND FIFTY CENTS (\$16.50) per hour and an average annual wage of not less than THIRTY-FOUR THOUSAND THREE HUNDRED TWENTY DOLLARS AND NO CENTS (\$34,320.00) inclusive of burden and benefit.

(c) A minimum of THIRTY-SIX (36) total Full-time Employees for the year ending on the third anniversary of the date the Company received a Certificate of Occupancy with an average hourly wage of not less than SEVENTEEN DOLLARS AND FIFTY CENTS (\$17.50) per hour and an average annual wage of not less than THIRTY-SIX THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS (\$36,400.00) inclusive of burden and benefit.

- (d) A minimum of FORTY-FOUR (44) total Full-time Employees for the year ending on the fourth anniversary of the date the Company received a Certificate of Occupancy with an average hourly wage of not less than EIGHTEEN DOLLARS AND FIFTY CENTS (\$18.50) per hour and an average annual wage of not less than THIRTY-EIGHT THOUSAND FOUR HUNDRED EIGHTY DOLLARS AND NO CENTS (\$38,480.00) inclusive of burden and benefit.
- (e) A minimum of FIFTY-TWO (52) total Full-time Employees for the year ending on the fifth anniversary of the date the Company received a Certificate of Occupancy with an average hourly wage of not less than NINETEEN DOLLARS AND FIFTY CENTS (\$19.50) per hour and an average annual wage of not less than FORTY THOUSAND FIVE HUNDRED SIXTY DOLLARS AND NO CENTS (\$40,560.00) inclusive of burden and benefit.

3. Real Property Creation. Commencing upon the receipt of a certificate of occupancy and continuing throughout the term of the Agreement, Company must maintain a minimum real property value of TWO MILLION SEVEN HUNDRED THOUSAND DOLLARS AND NO CENTS (\$2,700,000.00). Corporation may accept appraisals, financing documentation, or construction contract documentation as evidence of the capital investment and real property value.

4. Inventories. Company must create inventory with a minimum taxable value in conformance with the following schedule.

- (a) During the year ending on the date of the first anniversary the Company received a certificate of occupancy for the Facility, the Company must have created inventory with a minimum taxable value of THREE HUNDRED EIGHT THOUSAND DOLLARS AND NO CENTS (\$308,000.00) as identified on the Bastrop County tax roll.
- (b) During the year ending on the date of the second anniversary the Company received a certificate of occupancy for the Facility, the Company must have created inventory with a minimum taxable value of FIVE HUNDRED EIGHTY THOUSAND DOLLARS AND NO CENTS (\$580,000.00) as identified on the Bastrop County tax roll.
- (c) During the year ending on the date of the third anniversary the Company received a certificate of occupancy for the Facility, the Company must have created inventory with a minimum taxable value of SEVEN HUNDRED TWENTY DOLLARS AND NO CENTS (\$720,000.00) as identified on the Bastrop County tax roll.
- (d) During the year ending on the date of the fourth anniversary the Company received a certificate of occupancy for the Facility, the Company must have created inventory with a minimum taxable value of EIGHT HUNDRED TWENTY THOUSAND DOLLARS AND NO CENTS (\$820,000.00) as identified on the Bastrop County tax roll.
- (f) During the year ending on the date of the fifth anniversary the Company received a certificate of occupancy for the Facility, the Company must have created inventory with a minimum taxable value of EIGHT HUNDRED FIFTY

THOUSAND DOLLARS AND NO CENTS (\$850,000.00) as identified on the Bastrop County tax roll.

5. Annual Report. The Company shall submit an Annual Certification Report (an “Annual Report”) for the preceding Year to the Executive Director of the Corporation each year not later than the 15th day of the second month following the end of the Year. The Annual Report should substantially conform to the Annual Report Form attached as Exhibit “B” to this Agreement. The first Annual Report will be due on the 15th day of the second month following the first anniversary of the date the Company received a certificate of occupancy.

6. Payment of Legal Fees. Company commits to reimburse the Corporation for the necessary legal fees in the preparation of any amendment to this Agreement requested by Company. Timely payment shall be made within 60 days of submittal of invoice to Company by the Corporation or its assigns. Each Party shall bear its own legal fees in connection with the negotiation of this Agreement.

7. Extension beyond Term. In recognition of the fact that the verification of Company’s compliance hereunder is, by necessity, verified in the calendar year following the Company’s obligations herein, the Expiration Date of this Agreement will be extended until any and all verification of Performance Obligations and covenants have been satisfied. The Parties hereto agree that the Corporation’s right to the Recapture Amount shall survive the Expiration Date of this Agreement.

ARTICLE VI COVENANTS AND DUTIES

1. Company’s Covenants and Duties. Company makes the following covenants and warranties to the Corporation, and agrees to timely and fully perform the obligations and duties contained in Article V of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Company.

(a) Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any term of this Agreement.

(b) The execution of this Agreement has been duly authorized by Company’s authorized agent, and the individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Company’s by-laws, or of any agreement or instrument to which Company is a party to or by which it may be bound.

(c) Company is not a party to any Bankruptcy proceedings currently pending or contemplated, and Company has not been informed of any potential involuntary Bankruptcy proceedings.

(d) To its current, actual knowledge, and subject to the Certificate of Occupancy (or other approvals and permits to be obtained under subpart (f) immediately below), Company has acquired and maintained all necessary rights,

licenses, permits, and authority to carry on its business in the City of Bastrop and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.

(e) Company shall timely and fully comply with all of the terms and conditions of this Agreement.

(f) Company agrees to obtain, or cause to be obtained, all necessary permits and approvals from the City of Bastrop and/or all other governmental agencies having jurisdiction over the construction of any improvements to the Facility.

(g) Company shall be responsible for paying, or causing to be paid, to the City of Bastrop and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the Project. Company agrees to develop the Project in accordance with the ordinances, rules, and regulations of the City of Bastrop in effect on the date the Project was designated, unless specified otherwise in this Agreement. Company, in its sole discretion, may choose to comply with any or all City of Bastrop rules promulgated after the Effective Date of this Agreement.

(h) Company agrees to commence and complete the Project in strict accordance with the Agreement.

(i) Company shall cooperate with the Corporation in providing all necessary information to assist them in complying with this Agreement.

(j) During the term of this Agreement, Company agrees to not knowingly employ any undocumented workers as part of the Project, and, if convicted of a violation under 8 U.S.C. Section 1324a(1), Company shall be in Default (subject to the remedies in Article V above). Company is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts; provided, however, that identical federal law requirements provided for herein shall be included as part of any agreement or contract which Company enters into with any subsidiary, assignee, affiliate, or franchisee for which funds provided herein will be used.

(k) Company shall not be in arrears and shall be current in the payment of all City taxes and fees.

(l) Corporation has the right to periodically (and with reasonable advance notice) verify the terms and conditions of this Agreement including, but not limited to, the number of persons employed by Company as a result of the assistance provided hereunder, the addresses of those persons, the number of hours each employee worked during the previous twelve (12) months, the total expenses attributable to training and employing those employees, and the cumulative payroll for Company's Bastrop operation.

(m) Company shall, upon written request from Corporation, provide to Corporation a copy of the Texas Workforce Commission Texas Employers Quarterly Wage Report for the requested quarter.

2. Corporation's Covenants and Duties.

(a) Corporation agrees to timely and fully perform the obligations and duties contained in Article IV of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Corporation.

3. Compliance and Default. Failure by Company to timely comply with any performance requirement, duty, or covenant shall be considered an act of Default and shall give the Corporation the right to terminate this Agreement and collect the Recapture Amount, as determined by the Board of Directors of the Corporation.

ARTICLE VII TERMINATION

1. Termination. This Agreement shall terminate upon the earliest occurrence of any one or more of the following:

- (a) The written agreement of the Parties;
- (b) The Agreement's Expiration Date;
- (c) Default by Company (at the option of the Corporation).

ARTICLE VIII DEFAULT

1. Company Events of Default

- (a) Failure of Company to perform any term, covenant or agreement contained in this Agreement, or in any related document(s); or
- (b) Corporation determines that any representation or warranty contained herein or in any financial statement, certificate, report or opinion submitted to Corporation in connection with or pursuant to the requirements of this Agreement was incorrect or misleading in any material respect when made; or
- (c) Any judgment is assessed against Company or any attachment or other levy against the property of Company with respect to a claim remains unpaid, unstayed on appeal, undischarged, not bonded or not dismissed for a period of thirty (30) days; or
- (d) Company makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts generally as they become due; files a petition in bankruptcy; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any receiver or any trustee of Company or any substantial part of its property, commences any action relating to Company under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or if there is commenced against Company any such action and such action remains undismissed or unanswered for a period of sixty (60) days from such filing, or Company by any act indicates its consent to or approval of any trustee of Company or any substantial part of its

property; or suffers any such receivership or trustee to and such appointment remains unvacated for a period of sixty (60) days; or

(e) Company substantially changes its present ownership without written notification to Corporation within thirty (30) days of such change; or

(f) Company changes the general character of business as conducted at the date hereof, or engages in any type of business not reasonably related to its business as presently and normally conducted.

2. Corporation Events of Default

(a) Corporation materially fails to fulfill an obligation set forth within the terms and conditions of the Agreement.

3. Remedies for Default

(a) Company's sole remedy under this Agreement is specific performance for Corporation's obligation under Section IV of this Agreement.

(b) In the event of Default by the Company, the Corporation shall, as its sole and exclusive remedy for Default hereunder, have the right to terminate this Agreement and to recapture one hundred percent (100%) of the Capital Investment Rebate and Job Creation Incentive (the "Recapture Amount") if the Default occurs on or prior to the termination date. The Recaptured Amount shall be paid by the Company within one hundred twenty (120) days after the date Company is notified by the Corporation of such Default (the "Payment Date"). In the event the Recaptured Amount is not repaid by the applicable Payment Date, the unpaid portion thereof shall accrue interest at the rate of two percent (2.00%) per annum from the Effective Date until paid in full. Company shall immediately execute a lien in the amount demanded by the Corporation be repaid herein.

4. Limitation on Use of Funds in the Event of Default

(a) Under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding regarding this Agreement against the City of Bastrop or the Corporation.

ARTICLE IX MISCELLANEOUS

1. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The Executive Director of the Corporation shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the Corporation, on behalf of the Parties related thereto. Notwithstanding any other provision of this Agreement to the contrary, performance of either Party under this Agreement is specifically contingent on Company obtaining a Certificate of Occupancy from the City of Bastrop at the Facility under the terms of this Agreement.

2. Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

3. Representations and Warranties. The Corporation represents and warrants to Company that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Company represents and warrants to the Corporation that it has the requisite authority to enter into this Agreement.

4. Assignment. Company shall have the right to assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party with prior written approval of the Corporation. Any assignment provided for herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement, nor shall they relieve Company of any liability to the Corporation including any required indemnity in the event that any Assignee hereof shall at any time be in Default of the terms of this Agreement. The Corporation may demand and receive adequate assurance of performance including the deposit or provision of financial security by any proposed Assignee prior to its approval of an assignment.

5. Independent Contractors.

(a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, Company at no time will be acting as an agent of the Corporation and that all consultants or contractors engaged by Company respectively will be independent contractors of Company; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the Corporation will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by Company respectively under this Agreement, unless any such claims are due to the fault of the Corporation.

(b) By entering into this Agreement, except as specifically set forth herein, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the Corporation with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.

(c) No employee of the Corporation, or any board member, or agent of the Corporation, shall be personally responsible for any liability arising under or growing out of this Agreement.

6. Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered by actual delivery, or on the first business day after depositing the same in the hands of a reputable overnight courier (such as United States Postal Service, FedEx or UPS) and addressed to the Party at the address set forth below:

If intended for BEDC: City of Bastrop Economic Development Corporation
Attention: Executive Director
301 Highway 71 W, Suite 214
Bastrop, TX 78602

With a copy to:
Denton, Navarro, Rocha, & Bernal, PC
Attention: Charles E. Zech
2517 North Main Avenue
San Antonio, TX 78212

If to the Company: Granite & Stone, LLC.
Attention: David J. Alarid
8004 Two Coves Drive
Austin, TX 78730

Any Party may designate a different address at any time upon written notice to the other Parties.

7. Governmental Records. All invoices, records and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10.

8. Governing Law. The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement (subject to the dispute resolution mechanisms of Article VIII above) shall be in the Courts of Bastrop County. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

9. Amendment. This Agreement may be amended by mutual written agreement of the Parties, as approved by the Board of Directors of the Corporation.

10. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

11. Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the Board of Directors of the Corporation.

13. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

14. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

15. Exhibits. Any Exhibits attached hereto are incorporated by reference for all purposes.

16. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

17. Indemnification.

COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD THE CORPORATION AND THE CITY OF BASTROP ("CITY"), AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION THAT DIRECTLY RELATES TO ANY OF THE FOLLOWING: ANY CLAIMS OR DEMANDS BY THE STATE OF TEXAS THAT THE CORPORATION HAS BEEN ERRONEOUSLY OR OVER-PAID SALES AND USE TAX FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT AS A RESULT OF THE FAILURE OF COMPANY TO MAINTAIN A PLACE OF BUSINESS AT THE PROPERTY OR IN THE CITY OF BASTROP, OR AS A RESULT OF ANY ACT OR OMISSION OR BREACH OR NON-PERFORMANCE BY COMPANY UNDER THIS AGREEMENT EXCEPT THAT THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE CORPORATION OR CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY, IT BEING THE INTENTION OF THE PARTIES THAT COMPANY SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY SMALL BUSINESS GRANT PAID TO COMPANY HEREIN THAT INCLUDES CITY SALES TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WAS ERRONEOUSLY PAID, DISTRIBUTED OR ALLOCATED TO THE CORPORATION.

18. Additional Instruments. The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.

19. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Company, the Company shall not be liable or responsible for, and there shall be

excluded from the computation of any such period of time, any delays due to causes of any kind whatsoever which are caused by Force Majeure.

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[SIGNATURE PAGE FOLLOWS]

Executed on this _____ day of _____, 20____.

COMPANY

Granite & Stone, LLC, a Texas corporation

By: _____

Name: David J. Alarid

Title: President

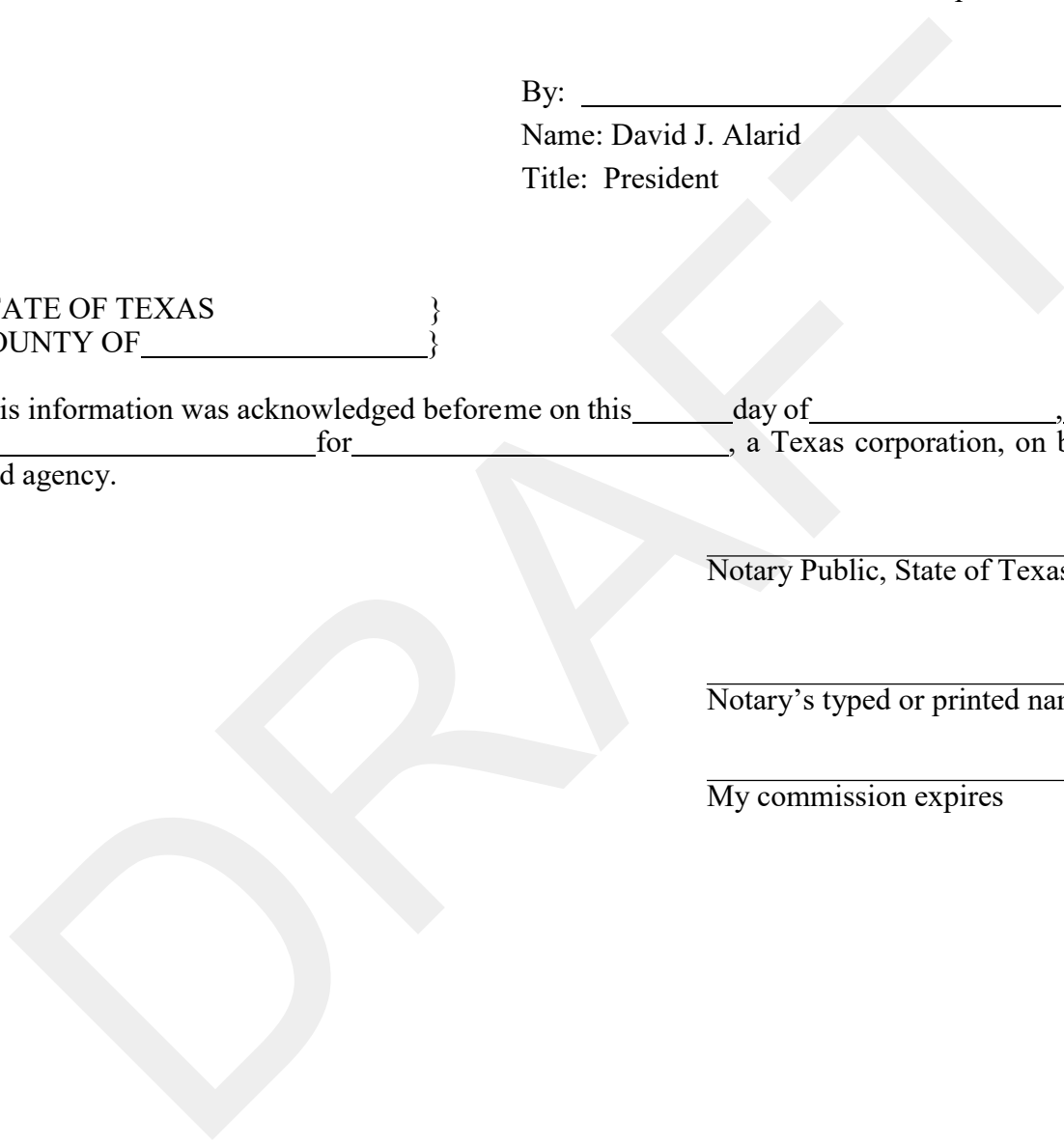
STATE OF TEXAS }
COUNTY OF _____ }

This information was acknowledged before me on this _____ day of _____, _____, by _____ for _____, a Texas corporation, on behalf of said agency.

Notary Public, State of Texas

Notary's typed or printed name

My commission expires



Executed on this _____ day of _____, 20____.

BASTROP ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: _____

STATE OF TEXAS }
COUNTY OF BASTROP }

This information was acknowledged before me on this _____ day of _____, _____, by _____ for the Bastrop Economic Development Corporation, a Texas non-profit industrial development corporation, on behalf of said agency.

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

APPROVED AS TO FORM:

By: Charles E. Zech, BEDC Counsel
DNRB&Z P.C.

Performance Agreement
Exhibit A

EARNEST MONEY CONTRACT

[SEE ATTACHED]

DRAFT

Performance Agreement
Exhibit B

SAMPLE ANNUAL CERTIFICATION REPORT FORM

[SEE ATTACHED]

DRAFT

Annual Certification Report

Reporting Period: _____ to _____ 20__

The Annual Certification Report for the Economic Development Performance Agreement between the Bastrop Economic Development Corporation and _____, is due on _____ 15, 20__. Please sign and return the Annual Certification Report form with accompanying narrative.

I. PROJECT INFORMATION

Project Information:

Company's legal name: _____

Project address subject to incentive: _____

Company primary contact: _____ Title: _____

Phone number: _____ E-mail address: _____

II. REPORTING INFORMATION

Employment and Wage Information:

Has the Company employed undocumented workers? Yes No

What is the total number of Full-time Employees located at the Bastrop facility during the calendar year? _____

What is the total Annual Payroll for the Bastrop facility during the calendar year? _____

Investment Information:

What taxable ad valorem value for Real Property for the reporting period? _____

What is the taxable ad valorem value for Tangible Personal Property for the reporting period? _____

Narrative:

Please attach a brief narrative explaining the current year's activities and/or comments relating to any potential defaults.

III. ADDITIONAL INFORMATION (VOLUNTARY)

Employment:

Total full-time employees: _____

Total annual payroll: _____

Number of full-time jobs added in past year: _____

Number of employees that live in Bastrop, Texas: _____

Interested in being contacted about workforce training opportunities? Yes No

Interested in being contacted for assistance with City permits? Yes No

IV. CERTIFICATION

I certify that, to the best of my knowledge and belief, the information and attachments provided herein are true and accurate and in compliance with the terms of Economic Development Performance Agreement.

I further certify that the representations and warranties contained within the Agreement remain true and correct as of the date of this Certification, and _____remakes those representations and warranties as of the date hereof.

I further certify that the employment and wage information provided is true and accurate to the best of my knowledge and I can provide documentation from the Texas Workforce Commission to support my claim if so requested.

I understand that this Certificate is being relied upon by the BEDC in connection with the expenditure of public funds.

I have the legal and express authority to sign this Certificate on behalf of _____.

Name of Certifying Officer

Certifying Officer's Title

Phone Number

E-Mail Address

Signature of Certifying Officer

Date

STATE OF TEXAS X
COUNTY OF _____X

This information was acknowledged before me on this _____day of _____, _____by _____,
_____for _____, a Texas corporation, on behalf of said agency.

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

The Annual Certification Report is to be completed, signed and returned on or before _____15, 20_. Please send an original to the following address:

**Attention: Executive Director
City of Bastrop Economic Development Corporation
301 Hwy 71 W., Suite 214
Bastrop, TX 78602**



Agenda Item: 4.3

AGENDA MEMORANDUM

Meeting Date: May 8, 2018

Agenda Item: Consideration, discussion and possible action on changing the date, time, and/or location of the May BEDC Board Meeting, currently scheduled for May 21, 2018.

Prepared by: Angela Ryan, Assistant Director

Mayor Schroeder will be attending the International Council of Shopping Centers (ICSC) RECon conference with Ms. Riemenschneider on May 21st, which is the next regular meeting date of the BEDC Board. She would like to know if the Board wishes to change the date of the meeting.

Attachments:
None.

Recommendation

Staff needs direction from the EDC Board about whether or not to hold the May 21st meeting as scheduled, or move it to a different date.