

NANCY OJEDA, PRESIDENT  
BRENT McCAULLEY, COUNCILPERSON  
AMANDA GERRISH, BOARD MEMBER  
CHUCK ENGELKEN, COUNCILPERSON



DANNY EARP, BOARD MEMBER  
JOHN BLAKEMORE, BOARD MEMBER  
RICHARD WARREN, VICE-PRESIDENT

## **CITY OF LA PORTE DEVELOPMENT CORPORATION BOARD OF DIRECTORS MEETING AGENDA**

Notice is hereby given of a meeting of the City of La Porte Development Corporation Board of Directors to be held on January 22, 2024, at the City Hall Council Chamber, 604 West Fairmont Parkway, La Porte, Texas, beginning at 5:00 pm to consider the following items of business:

Remote participation is available, also. Attend via a screen using this link:

<https://us02web.zoom.us/j/87169295001?pwd=Qlh5VE1rcXR2NFBraVINM0F5c1dKZz09>.

Join by phone at 888-475-4499 or 877-853-5257. The meeting ID is 871 6929 5001 and the password is 300183.

1. **CALL TO ORDER**
2. **CITIZEN COMMENT** (Generally limited to five minutes per person; in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)
3. **PUBLIC HEARING AND ASSOCIATED MATTERS**
  - (a) The La Porte Development Corporation Board of Directors will hold a public hearing on six (6) proposed Capital Improvement Projects (CIP) of the La Porte Development Corporation for recreational or community facilities: 1) Fitness Center Parking Lot - \$450,000.00; 2) Inclusive Playground - \$400,000.00; 3) Main Street Alleys - \$425,000.00; 4) Wave Pool Enhancements - \$700,000.00; 5) Monarch Park Restroom - \$200,000.00; and 6) Recreation Center Phase II - \$1,500,000.00; followed by discussion and possible action to approve the following projects of the La Porte Development Corporation for recreational or community facilities: 1) Fitness Center Parking Lot - \$450,000.00; 2) Inclusive Playground - \$400,000.00; 3) Main Street Alleys - \$425,000.00; 4) Wave Pool Enhancements - \$700,000.00; 5) Monarch Park Restroom - \$200,000.00; and 6) Recreation Center Phase II - \$1,500,000.00. [Haley Bowers, Department Coordinator].
4. **AUTHORIZATIONS**
  - (a) Presentation, discussion, and possible action to approve the minutes of the December 11, 2023, meeting of the La Porte Development Corporation Board of Directors. [Nancy Ojeda, President]
  - (b) Presentation, discussion, and possible action to authorize the funding by the La Porte Development Corporation of an agreement between the City of La Porte and Ron Cox Consulting for Strategic Planning Services in an amount not to exceed \$8,500.00. [Matt Daeumer, Assistant City Manager].

Presentation, discussion, and possible action to authorize the funding by the La Porte

- (c) Development Corporation of a three (3) year agreement between the City of La Porte and GIS Planning, Inc. for ZoomProspector for site selection software in the amount of \$5,000.00 per year with a total allocation of \$15,000.00 and/or to authorize the funding by the La Porte Development Corporation of a three (3) year agreement between the City of La Porte and REsimplifi, Inc. for commercial building and site data services in the amount of \$5,000.00 per year with a total allocation of \$15,000.00 [Haley Bowers, Department Coordinator].

5. **SET NEXT MEETING**

6. **STAFF REPORTS**

- (a) Set a pre-budget retreat meeting date. [Matt Daeumer, Assistant City Manager].

7. **BOARD COMMENTS** *Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Committee members and City staff, for which no formal action will be discussed or taken.*

8. **ADJOURN**

If, during the course of the meeting and discussion of any items covered by this notice, the La Porte Development Corporation Board determines that a Closed or Executive Session of the Board is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 - consultation with counsel on legal matters; Section 551.072 - deliberation regarding purchase, exchange, lease or value of real property; Section 551.073 - deliberation regarding a prospective gift; Section 551.074 - personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Section 551.076 - implementation of security personnel or devices; Section 551.087 - deliberation regarding economic development negotiation; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the La Porte Development Corporation Board will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

**Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the City Secretary's office (281-470-5019), two working days prior to the meeting for appropriate arrangements.**

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.

**CERTIFICATE**

I, Lee Woodward, City Secretary, do hereby certify that a copy of the January 22, 2024, La Porte Development Corporation Board agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, [www.LaPorteTX.gov](http://www.LaPorteTX.gov), in compliance with Chapter 551, Texas Government Code.

DATE OF  
POSTING

TIME OF  
POSTING

TAKEN DOWN

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*Lee Woodward*

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Lee Woodward, City Secretary



## REQUEST FOR LA PORTE DEVELOPMENT CORPORATION BOARD AGENDA ITEM

Agenda Date Requested: January 22, 2024

Requested By: Haley Bowers, Dept. Coord.

Department: Administration/CMO

☒ Report    ☐ Resolution    ☐ Ordinance

Exhibits: Public Notice

### Appropriation

Source of Funds: Fund 015 Transfer

Account Number: 038-6030-565-9015

Amount Budgeted: \$3,675,000

Amount Requested: \$3,675,000

Budgeted Item:    ☒ Yes    ☐ No

### SUMMARY & RECOMMENDATIONS

At the October 23, 2023 La Porte Development Corporation Board meeting, approval was given for opening the 60-day public comment period on the fiscal year 2023-2024 CIP expenditures. On November 2<sup>nd</sup>, staff published the 60-day notice in the Bay Area Observer and January 1<sup>st</sup> was the 60<sup>th</sup> day for comments. To-date staff has received no comments on these projects.

The Board approved the appropriation of \$3,675,000 in CIP projects for fiscal year 2023-2024. These projects consisted of:

#### 2023-24 Fiscal Year

- Fitness Center Parking Lot - \$450,000.00
- Inclusive Playground - \$400,000.00
- Main Street Alleys - \$425,000.00
- Wave Pool Enhancements - \$700,000.00
- Monarch Park Restroom - \$200,000.00
- Rec Center Phase II - \$1,500,000.00

Staff request the Board to hold a public hearing to receive public comment on these six (6) Capital Improvement Projects that were funded by the Board for FY 2023-24. At the conclusion of the public hearing, based on the feedback received during the 60-day comment period, staff recommends approval from the LPDC Board for the FY 2023-24 projects.

### ACTION REQUIRED BY LPDC BOARD

**Conduct Public Hearing on the six (6) Capital Improvement Projects (CIP) totaling \$3,675,000 for fiscal year 2023-2024: the Fitness Center Parking Lot - \$450,000, Inclusive Playground - \$400,000, Main Street Alleys - \$425,000, Wave Pool Enhancements - \$700,000, Monarch Park Restroom - \$200,000, Rec Center Phase II - \$1,500,000 and approve CIP and the transfer of funds.**



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**Approved for the La Porte Development Corporation Board meeting agenda**

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**Corby D. Alexander, City Manager**

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**Date**

## **Notice of Proposed Projects of the La Porte Development Corporation Board (Type B)**

Fitness Center Parking Lot: Pursuant to Texas Local Government Code Section 505.160 notice is hereby given that the La Porte Development Corporation Board (Type B Board) of the City of La Porte, Texas has proposed an official project related to recreational or community facilities, in an amount not to exceed \$450,000.00. The purpose of this project is to fund the installation of a new parking lot at the Recreation and Fitness Center.

Inclusive Playground: Pursuant to Texas Local Government Code Section 505.160 notice is hereby given that the La Porte Development Corporation Board (Type B Board) of the City of La Porte, Texas has proposed an official project related to recreational or community facilities, in an amount not to exceed \$400,000.00. The purpose of the project is to install an inclusive playground at location.

Main Street Alleys: Pursuant to Texas Local Government Code Section 505.160 notice is hereby given that the La Porte Development Corporation Board (Type B Board) of the City of La Porte, Texas has proposed an official project related to recreational or community facilities, in an amount not to exceed \$420,000.00. The purpose of this project is for paving the alleyways behind Main Street businesses.

Wave Pool Enhancements: Pursuant to Texas Local Government Code Section 505.160 notice is hereby given that the La Porte Development Corporation Board (Type B Board) of the City of La Porte, Texas has proposed an official project related to recreational or community facilities, in an amount not to exceed \$700,000.00. This project will fund future enhancements at the wave pool in Little Cedar Bayou Park.

Monarch Park Restroom: Pursuant to Texas Local Government Code Section 505.160 notice is hereby given that the La Porte Development Corporation Board (Type B Board) of the City of La Porte, Texas has proposed an official project related to recreational or community facilities, in an amount not to exceed \$200,000.00. The purpose of the project is to install a restroom at Monarch Park.

Recreation Center Phase II Design: Pursuant to Texas Local Government Code Section 505.160 notice is hereby given that the La Porte Development Corporation Board (Type B Board) of the City of La Porte, Texas has proposed an official project related to recreational or community facilities, in an amount not to exceed \$1,500,000.00. The purpose of the project is to fund the design of Phase II of the remodel of the La Porte Recreation and Fitness Center.

*In accordance with Texas Local Government Code 505.160 the public has the right to gather a petition to object to the proposed projects by requiring an election. The petition must request that an election be held before the project is undertaken and must be signed by more than ten percent (10%) of the registered voters of the City of La Porte. The petition must be received by the City of La Porte not later than the sixtieth (60<sup>th</sup>) day after publication of this notice.*

Please reach out to Matt Daeumer, Assistant City Manager at [DaeumerM@LaPorteTX.Gov](mailto:DaeumerM@LaPorteTX.Gov) or 281-470-5012 with any questions or comments you may have.

NANCY OJEDA  
PRESIDENT

BRENT MCCAULLEY  
COUNCILPERSON

AMANDA GERRISH  
BOARD MEMBER

CHUCK ENGELKEN  
COUNCILPERSON



DANNY EARP  
BOARD MEMBER

JOHN BLAKEMORE  
BOARD MEMBER

RICHARD WARREN  
VICE-PRESIDENT

## MINUTES OF THE LA PORTE DEVELOPMENT CORPORATION BOARD OF DIRECTORS MEETING OF DECEMBER 11, 2023

The City of La Porte Development Corporation Board met on December 11, 2023, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at 5:00 p.m., with the following in attendance:

**Board members present:** Nancy Ojeda, Richard Warren (arrived between items a and b), Chuck Engelken, Brent McCaulley, Danny Earp, John Blakemore, Amanda Gerrish

**Board members attending remotely:** None

**Board members absent:** None

**Council-appointed members present:** Corby Alexander, City Manager; Lee Woodward, City Secretary; Clark Askins, City Attorney

**1. CALL TO ORDER –** President Ojeda called the meeting to order at 5:00 p.m.

**2. CITIZEN COMMENT** *(Generally limited to five minutes per person; in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)*

There were no comments.

### **3. AUTHORIZATIONS**

- a. Presentation, discussion, and possible action to approve the minutes of the October 23, 2023, meeting of the La Porte Development Corporation Board of Directors. [Nancy Ojeda, President]**

Member Engelken moved to approve the minutes of the October 23, 2023, meeting of the La Porte Development Corporation Board of Directors; the motion was seconded by Member Earp; the motion was adopted, 6-0.

- b. Presentation, discussion, and possible action to authorize filing of declaration of change of registered agent for the La Porte Development Corporation with the Texas Secretary of State. [Clark T. Askins, City Attorney]**

Member Engelken moved to authorize filing of declaration of change of registered agent for the La Porte Development Corporation with the Texas Secretary of State; the motion was seconded by Member Earp; the motion was adopted, 7-0.

- c. Presentation of the City of La Porte Downtown Assessment Report by Texas Downtown. [Matt Daeumer, Assistant City Manager]**

Mr. Daeumer introduced Shelly Hargrove of Texas Downtown to present their assessment.

- d. **Presentation, discussion, and possible action to authorize the expenditure of \$27,800 in the Fiscal Year 2023-2024 La Porte Development Corporation budget to fund an agreement between the City of La Porte, Texas, and Burditt Consultants, LLC for the development of a Main Street Master Plan. [Matt Daeumer, Assistant City Manager]**

Member Engelken moved to authorize the expenditure of \$27,800 in the Fiscal Year 2023-2024 La Porte Development Corporation budget to fund an agreement between the City of La Porte, Texas, and Burditt Consultants, LLC for the development of a Main Street Master Plan; the motion was seconded by Member McCaulley; the motion was adopted, 7-0.

- e. **Presentation, discussion, and possible action to open the 60-day public comment period for a potential project of the La Porte Development Corporation to promote new or expanded business enterprises at 321 W. Main Street, known as Dimensions Comics, Music and More, through an incentive payment up to \$22,483.00. [Haley Bowers, Department Coordinator]**

Member Engelken moved to open the 60-day public comment period for a potential project of the La Porte Development Corporation to promote new or expanded business enterprises at 321 W. Main Street, known as Dimensions Comics, Music and More, through an incentive payment up to \$22,483.00; the motion was seconded by Member McCaulley; the motion was adopted, 7-0.

- f. **Presentation, discussion, and possible action to terminate the enhancement grant project at 207 W. Main Street due to applicant's failure to meet required conditions. [Matt Daeumer, Assistant City Manager]**

Member Engelken moved to terminate the enhancement grant project at 207 W. Main Street due to applicant's failure to meet required conditions; the motion was seconded by Member Earp; the motion was adopted, 7-0.

#### **4. SET NEXT MEETING**

January 22, 2024, was set as a tentative date for the next meeting.

#### **5. STAFF REPORTS**

- a. **Strategic planning meeting and pre-budget retreat. [Haley Bowers, Office Coordinator]**

Mrs. Bowers offered strategic planning and pre-budget retreat scheduling ideas to the Board, which will consider these in January.

6. **BOARD COMMENTS** *Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Committee members and City staff, for which no formal action will be discussed or taken.*

Members thanked Ms. Hargrave and expressed delight by the enthusiasm of the owners of Dimension Comics, Music, and More.

#### **7. ADJOURN**

Without objection, President Ojeda adjourned the meeting at 5:46 p.m.

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Lee Woodward, City Secretary



## REQUEST FOR LA PORTE DEVELOPMENT CORPORATION BOARD AGENDA ITEM

Agenda Date Requested: January 22, 2024

Requested By: Matt Daeumer, Asst. City Mgr

Department: Administration/CMO

☒ Report ☐ Resolution ☐ Ordinance

**Exhibits:** Ron Cox Consulting Proposal

### Appropriation

Source of Funds: 038 – EDC Fund

Account Number: 038-6030-565-5007

Amount Budgeted: \$0

Amount Requested: \$8,500.00

Budgeted Item: ☐ Yes ☒ No

### SUMMARY & RECOMMENDATIONS

Members of the La Porte Development Corporation (LPDC) Board of Directors have expressed interest in goal setting and creating a strategic plan. In Spring 2023, City Council and Executive Staff worked with Ron Cox Consulting on a new strategic plan for the City. This plan was adopted by City Council setting their goals for the City and for Executive Staff members to work towards in providing services and quality of life to the citizens of La Porte.

The City Manager's Office worked with Ron Cox Consulting to develop a proposal for strategic planning services for the LPDC. The process will begin with a review of Board/Council/Staff roles and relations, the role the LPDC has in accomplishing City Council's Economic Development strategic goals, and for the LPDC to create its own strategic goals. In order to maximize this project, the services were broken out into tasks:

**Task 1) Initial Meetings.** Meet with the staff to confirm expectations and understand issues relevant to the planning process (up to two hours). Meet with each member of the Board to fully understand the expected issues and finalize the process and agenda for the planning session(s) (up to seven hours).

**Task 2) Governance Session.** Prepare for (two hours) and facilitate the session with Board on governance (estimated one hour. This session will primarily be devoted to governance issues – review of the By-Laws and responsibilities of the EDC Board and its mission.

**Task 3) Board/Staff Planning Session.** Prepare for (up to two hours) and facilitate the Council/Staff Planning Session(s) (up to two three-hour sessions). This session is designed to establish a Strategic Plan prepared for 2024-25 and beyond.

**Task 4) Draft Report and Implementation Plan (optional).** Prepare (up to three hours) a draft implementation plan and work with staff to complete the implementation plan addressing the work product of the Board and aligning the work of the staff with the Board's plan. (one four-hour sessions)

**Task 5) Final Report.** Prepare (up to three hours) and submit a final report to the Board and staff wrapping up the process. Present the final report to the Board and/or City Council for approval (up to three hours).

**Task 6) Additional Services.** Provide any additional services that might be required by the staff to be billed on an hourly rate as outlined in Attachment A.

The cost of tasks 1, 2, 3, and 5 is \$5,850.00 and task 4 is \$1,575.00, with the total cost of the project being \$7,425.00 plus any out-of-pocket incurred expenses (Task 6) by Mr. Cox such as mileage or printing.

This project was not budgeted for; however, staff has identified available funds in the FY24 LPDC budget. By developing a strategic plan, the LPDC is providing staff direction on what projects it would like to see that will meet the goals of the Board and the goals of City Council. Staff welcomes any direction from the Board on development or modification of the proposal.

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**ACTION REQUIRED BY LPDC BOARD**

**Presentation, discussion, and possible action to authorize the funding by the La Porte Development Corporation of an agreement between the City of La Porte and Ron Cox Consulting for Strategic Planning Services in an amount not to exceed \$8,500.00.**

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**Approved for the La Porte Development Corporation Board meeting agenda**

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Corby D. Alexander, City Manager

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Date



December 22, 2023

Mr. Matt Daeumer  
Assistant City Manager  
City of La Porte Texas

Re: Proposal to Provide Consulting Services –EDC Board Planning Session -  
2024

Mr. Alexander:

I sincerely appreciate your interest in engaging me to perform strategic planning consulting services for 2024 for the City of La Porte. I am excited about the prospect of facilitating and working with your EDC Board and you in facilitating a planning session for the Board and staff.

**PROJECT OBJECTIVES/DESCRIPTION:** Working with the management team, Ron Cox will facilitate one or two evening sessions. A short governance session overviewing the Board's role and responsibility as an economic development corporation (EDC) and its overall mission. The planning session will be designed to provide a time for the Board to develop short-term and long-term strategies and goals.

**SERVICES/DELIVERABLES:** Ron Cox will provide the following services and deliverables (including estimated time for each task) for the City of La Porte.

**Task 1) Initial Meetings.** Meet with the staff to confirm expectations and understand issues relevant to the planning process (up to two hours). Meet with each member of the Board to fully understand the expected issues and finalize the process and agenda for the planning session(s) (up to seven hours).

**Task 2) Governance Session.** Prepare for (two hours) and facilitate the session with Board on governance (estimated one hour. This session will primarily be devoted to governance issues – review of the By-Laws and responsibilities of the EDC Board and its mission.

**Task 3) Board/Staff Planning Session.** Prepare for (up to two hours) and facilitate the Council/Staff Planning Session(s) (up to two three-hour sessions). This session is designed to establish a Strategic Plan prepared for 2024-25 and beyond.

**Task 4) Draft Report and Implementation Plan (optional).** Prepare (up to three hours) a draft implementation plan and work with staff to complete the implementation plan



addressing the work product of the Board and aligning the work of the staff with the Board's plan. (one four-hour sessions)

**Task 5) Final Report.** Prepare (up to three hours) and submit a final report to the Board and staff wrapping up the process. Present the final report to the Board and/or City Council for approval ((up to three hours).

**Task 6) Additional Services.** Provide any additional services that might be required by the staff to be billed on an hourly rate as outlined in Attachment A.

**OTHER SERVICES.** Ron Cox Consulting will provide additional services as may be assigned and directed by the staff. Additional time and expenses will be billed per the fee schedule on Attachment A.

**FEES:** The fixed fee for the retreat (for services provided by Ron Cox is outlined as follows:

• Phase 1. Tasks 1, 2, 3 and 5	\$5,850
• Phase 2. Task 4 (optional)	<u>\$1,575</u>
Total	\$7,425

- Task 6 and/or Other Services will be billed for time and expenses in accordance with Attachment A.

**EXPENSES.** In addition to the fees for services, I customarily require reimbursement for actual out-of-pocket expenses, such as printing and reproduction costs, secretarial time, travel, overnight accommodations as necessary, messenger services, and similar expenses, and all items paid for on behalf of the city.

If I may answer any other questions, or if you would like to discuss what I have outlined, including project costs, please do not hesitate to call. I truly appreciate the opportunity to present this to you and look forward to working with the City of La Porte.

Very truly yours,



Ron Cox  
Ron Cox Consulting

Terms of engagement accepted and agreed to this \_\_\_\_ day of \_\_\_\_\_. 2024.

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Matt Daeumer  
Assistant City Manager



## Attachment “A”

### **FEE SCHEDULE**

#### **Direct Expenses**

Consultation, research, analysis and other duties such as telephone conferences	Hourly Rate per below
Additional Services, as authorized	Hourly Rate per below

#### **Reimbursable Expenses**

Sub-Contract work	Cost + 10%
All non-labor expenses	Cost + 10%
Photocopies (black and white)	\$0.10 per page
Art Supply Fee, if applicable	1% of Labor Fee as Invoiced
Vehicle travel per mile	Maximum IRS allowable rate

#### **Hourly Rate**

Principal (Ron Cox)	\$225/hour
Administrative (clerical)	\$ 60/hour

**Effective Date: January 1, 2021**



281-543-0042  
rcox@roncoxconsulting.com

### **Ronald E. Cox Biography**

Ronald E. Cox has been married to his wife, Susan, for 50 years. They have two children, daughter Emily, and son, Tim, and five grandchildren, Courtney, Ryan, Isabella, Brynlee, and Caleb.

Ron received a Bachelor of Science from Abilene Christian University in 1972 and a Master of Arts from University of Texas at Tyler in 1981. Ron entered the governmental arena in 1972 with the Brazos Valley Development Council in Bryan and, after almost two years went to work for the East Texas Council of Governments (ETCOG) in Kilgore.

Ron accepted his first position as City Manager in 1978 with the City of Rusk. He was the City of Rusk's first City Manager. Two years later, he became the City Manager of Center. In 1984, Ron accepted the position of City Manager of the City of Kilgore, where he served for six years. In November 1990, he became Friendswood's third City Manager and served that city until May 2006. Ron has been involved in local government for 50 years and held the position of City Manager for 28 years.

Ron remains active in many governmental organizations including the Texas Municipal League, and Texas City Management Association (TCMA). Ron served as president of TCMA Regions V and VI. He served on the Board of Directors of TCMA from 1995-1997 and served as TCMA's president in 1997-98. He continues to actively participate in various TCMA programs. In 2005, Ron was awarded TCMA's Lifetime Achievement Award, an exceptional honor, and in 2006 he was given Life Member status in TCMA. And in 2022 Ron was awarded TCMA's highest honor and became the seventh recipient of the Distinguished Service Award. Ron has regularly served on the TCMA Professional Development Committee. He has and continues to speak regularly at conferences and training sessions in Texas about issues and challenges in local government.

In 1990, Ron was appointed by Governor Bill Clements to the Board of Trustees of the Texas Municipal Retirement System and served on the Board until 1993. He also served on the TMRS Advisory Board 2006-2010. He was chosen to serve on the Board of Trustees of the Texas Municipal League Intergovernmental Risk Pool in 1986 and served on the Executive Committee as Vice-Chair of the Board, 1990-91. In 2016 Ron was appointed to the newly established Friendswood Downtown Economic Development Corporation Board in his hometown and served as its initial President. He continues to serve on that Board.

Since May 2006, Ron has consulted with 86 cities and many other public and nonprofit entities in Texas in a variety of areas, including strategic planning at the Council/Board and staff levels, leadership development for city staff, executive recruitment, and management services. He particularly enjoys working with smaller cities. He enjoys sharing his experiences with others in a variety of ways including public speaking at seminars and conferences. In 2020, Ron was named a Friendswood Legend by Mayor Mike Foreman for his work both during his city management career there and his volunteer work with the City of Friendswood over the past

years. In 2021, after having worked with the City of Iowa Colony for fifteen years, the Mayor and City Council honored Ron by naming their location for municipal facilities the Ronald E. Cox Municipal Center.



281-543-0042  
rcox@roncoxconsulting.com

### **Client List May 2006 – December 2023**

Following is a list of clients and the work performed by Ron Cox Consulting since May 2006.

#### **Client List includes:**

- 87 Cities
- 6 Economic Development Corporations
- 17 Nonprofit Organizations, Special Districts and/or Statewide Associations
- 2 Private Firms

#### **√ City of Alvin, 2008, 2022, 2024**

- Facilitated a Council retreat in June 2008 focusing on the governance model for the Mayor and City Council. This session focused on assisting newly elected members in understanding their role as members of a City Council and their relationship with the City Manager and his staff.
- Facilitated a Council/staff planning session including follow up with staff to prepare an implementation plan. January 2021
- Facilitated a Council governance session. January 2022.
- Facilitated a Council/staff session focusing on a comprehensive ordinance update. January 2022.
- Scheduled to facilitate a Council/staff planning session. February 2024.

#### **√ City of Arcola, 2022-23**

- Appointed administrator of the City of Arcola Tax Increment Reinvestment Zone #1. Responsible for preparation of required annual report and other administrative duties. October 2022.

#### **√ City of Anahuac, 2010**

- Facilitated a Council and staff retreat in June 2010 focusing on the governance model for the Mayor and City Council and their relationship with key staff. This session focused on assisting newly elected Council member in understanding their role, determining the strengths, weaknesses, opportunities, and threats (SWOT) of the city, and setting strategies and goals to meet for the City's future.

#### **√ City of Bay City, 2017-18**

- Facilitated a series of sessions with the Mayor, Council and staff focusing on updating the existing strategic plan, developing an implementation plan and developing a governance model for the Mayor and City Council. March 2017 – March 2018.
- √ **City of Bee Cave, 2006-07**
  - Facilitated a staff leadership development program for all employees of the city, including a daylong retreat, goal setting and action plan, and leadership development program.
  - Facilitated a staff retreat and goal setting project for the City Manager and his key staff.
- √ **City of Bellaire, 2021-24**
  - Engaged to work with Mayor and City Council to facilitate consensus building between the elected officials to determine the expectations and profile as a pre-search process for the selection of a new city manager. Completed in June 2021.
  - Worked with Mayor and City Council to facilitate a review of the governance model and facilitate a planning session identifying the key Strategic Focus Areas for future planning. January 2022.
  - Facilitated follow up session with Council focusing on the members participation in the DISC temperament inventory. March 2022.
  - Facilitated a Council/staff planning session. Met with staff to prepare an Implementation Plan. March and April 2022.
  - Facilitated a pre-budget planning session with Council and staff. May 2022.
  - Facilitated planning sessions with Council and staff. March 2023.
  - Scheduled to facilitate a series of planning sessions with Council and staff. April 2024.
- √ **City of Bonney, 2021-23**
  - Engaged to provide ongoing general city management and development consultation for the Mayor and City Council.
  - Prepared a Staffing Implementation Plan for Council. This plan is to assist Council in determining when to hire staff in strategic areas. Specifically, police and public work, as well as administrative staff, as the city grows, and the tax base can support it. May 2022.
- √ **City of Brazoria, 2007-10**
  - Engaged to provide ongoing general city management consultation for Mayor and City Council. Duties included assisting the City in determining the best uses for funds received in the settlement of a lawsuit and assisting the City in determining appropriate rates for water and sewer utilities to support the system's operations and the issuance of bonds for system improvements.
  - Engaged to provide consulting services to the City Manager regarding water and sewer rates and possible bond issue to make capital improvements.
- √ **City of Brenham, 2011**
  - Facilitated a City Council Retreat in February 2011 with discussion on development goals for the City and City's management team. Program included a one-day retreat, goal setting and for the City Council and work with the City staff to develop an implementation plan.
- √ **City of Brookside Village, 2022-23**

- Engaged to provide ongoing general city management and development consultation for the Mayor and City Council. September 2022.
- √ **City of Bryan, 2007-10**
  - Facilitated a staff leadership development program for the City Manager and his senior leadership team. Program included a daylong retreat, goal setting and leadership program over five sessions.
  - Facilitated a Council and staff retreat focusing on developing a model and philosophy of governance for the City Council and on long range strategic planning for the city in August 2007.
  - Facilitated a second retreat with Council and staff in February 2008. Retreat focused on confirming the governance model set in place, developing a vision statement, receiving reports from staff on implementation of strategic plan and confirming the course set for that plan.
  - Facilitated a second daylong retreat with the City staff in June 2008. Retreat focused on pressing management issues, reviewing commitments from earlier retreat, and setting out a plan of action for moving forward.
  - Facilitated a daylong retreat for the Public Works and Utilities Departments in October 2008.
  - Facilitated a daylong retreat for the Planning and Development Services and Engineering Departments in October 2008.
  - Facilitated a third day and a half retreat for the City Council in January 2009.
  - Facilitated a fourth day and a half planning retreat for the City Council in February 2010.
  - Facilitated a day long panning retreat for the City Manager's management team in March 2010, with a series of follow up sessions revolving around building the team, using a book entitled "Overcoming the Five Dysfunctions of a Team" by Patrick Lencioni.
  - Facilitated a fifth day and half planning retreat for the City Council in July 2010.
- √ **City of Buda, 2023**
  - Facilitated two half day sessions on governance and planning with the City Council, City Manager, and staff. March 2023
- √ **City of Bunker Hill, 2019**
  - Facilitated an evening Town Hall meeting for candidates for the Mayoral position. Process consisted of moderating the meeting, asking predetermined questions of the candidates, and facilitating Q&A from the audience for the evening. April 2019.
- √ **City of Castroville, 2021-22**
  - Facilitated a planning session setting the Capital Improvements Plan priorities and developing vision, mission, and values. September 2021.
  - Facilitated a second planning session. May 2022.
- √ **City of Center, 2007-08, 2019**
  - Facilitated a Council and staff retreat focusing on long range strategic planning for the city. Worked with the city staff to develop a plan and process for implementation of the strategic plan developed in the retreat.
  - Facilitated a second Council and staff planning session. August 2019.
- √ **City of Clear Lake Shores, 2006, 2018, 2019, 2022**

- Facilitated Council short-term goal setting retreat. Provided follow up with the mayor and staff to develop an Action Plan for the implementation of the goals set by Council.
- Assisted the Council in preparing a job description for the new position of City Manager, 2006.
- Assisted Council in preparing Rules of Procedures for the City Council and Committees.
- Facilitated the successful search for City Administrator, October 2018.
- Facilitated a Council/staff planning session and provided follow up services. July 2019.
- Facilitated a second Council/staff planning session and provided follow up services. August 2022.
- √ **City of Cedar Hill, 2009**
  - In November 2009, facilitated a two-day retreat with City Council, the City Manager, and his senior staff. Council reviewed the existing strategic plan, received reports on the progress toward its implementation and set strategies for the next five years.
- √ **City of Cleveland, 2023**
  - Facilitated a one-day planning session with the City Council, City Manager, and staff. Provided follow up services with staff to develop implementation plan. February-April 2023.
- √ **City of College Station, 2017-19**
  - Facilitated a one-day planning retreat with the City Council, City Manager and staff in February 2017. Staff follow-up in March 2017.
  - Facilitate a second one-day planning retreat with the City Council, City Manager and staff in February 2018. Staff follow-up in March 2018.
  - Facilitated a third one-day planning retreat with the City Council, City Manager and staff in January 2019. Staff follow-up in February 2019.
- √ **City of Conroe, 2021-22**
  - Facilitated a planning session for staff. December 2021 -January 2022.
- √ **City of Corinth, 2024**
  - Scheduled to facilitate a planning session. March 2024
- √ **City of Dayton, 2018-19**
  - Facilitated a City Council/staff planning session in August 2018 focusing on governance and strategic initiatives, combining the work of the recently adopted comprehensive plan with the immediate needs of the Council. Worked with staff to prepare draft Vision and Mission statements and implementation plan for Council consideration. Completed October 2018.
  - Facilitated a second Council/staff planning session in June 2019.
- √ **City of Deer Park, 2007-08, 2014, 2019, 2024**
  - Facilitated a series of meetings with the public works and administrative services staffs to focus on their mission and customer service issues.
  - Facilitated a City Council/staff retreat in March 2008 focusing on vision and strategic goals for Council and staff to implement. Worked with the staff to develop an Action Plan for the implementation of the strategies and goals set by Council.



- Facilitated a City Council/staff retreat in March 2014. The retreat focused on a reconsideration and confirmation of the vision and mission and reestablishment of strategic goals.
- Facilitated a third one-day planning session and follow-up with Council and staff in March 2019.
- Scheduled to facilitate a fourth day long planning session and follow-up with Council and staff in March 2024.
- √ **City of Del Rio, 2020-21, 2023**
  - Facilitated a Council Planning Session, February 2020. Due to COVID-19 this engagement was not completed.
  - Facilitated a second planning session with City Council and staff, October 2023.
- √ **City of Dickinson, 2006, 2019, 2023**
  - Facilitated Council strategic goal setting, including developing vision and mission statements, as well as expectations for the City Manager, all adopted by City Council. Provided follow up with the City Manager and his staff to develop an Action Plan for the implementation of the goals set by Council.
  - Conducted and coordinated a successful search for a new City Manager in 2006.
  - Facilitated the first ever session between the City of Dickinson, Galveston WCID#1 (the water and sewer service provider), the Dickinson Economic Development Corporation and the Dickinson Municipal Management District. This session allowed the groups to identify their respective responsibilities, identify common needs, and establish a commitment to work together on a regular basis for the good of the community.
  - Facilitated a planning session with Council and staff. Provided follow up services with staff for implementation plan. January-April 2023
- √ **City of Dumas, 2012-13**
  - Facilitated Council strategic goal setting session. Provided follow up with the City Manager and his staff to develop an Action Plan for the implementation of goals set by Council.
- √ **City of El Campo, 2015-18**
  - Teamed with other consulting firms, Marsh Darcy Partners and Freese Nichols Engineering to develop Phase 1 update to the City's Comprehensive Plan. The Plan was originally completed in 2000. The update was conducted in two phases. Phase 1 completed July 2015. Phase 2 completed Fall of 2016. Phase 3 was completed Spring, 2017.
  - Facilitated a planning session with City Council and Community Development Corporation. January 2018.
- √ **City of Fairchilds, 2017-18**
  - Prepared a comprehensive Subdivision Ordinance for the City. This city has very little population and no full-time staff, yet developers are pursuing development in the city limits and its ETJ. 2017.
  - Providing follow up services on the Subdivision Ordinance. 2018
- √ **City of Fairview, 2018**
  - Facilitated sessions with a Council appointed committee, Community Resource Group (CRG) to discuss reasons why a recent bond election failed to pass, and what the next steps may be. Facilitated two sessions with a total of 50 people.

- March 2018. Facilitated follow up sessions in April with a joint session between Council and the CRG and additional sessions with CRG. April 2018.
- √ **City of Fulshear, 2016-17**
    - Facilitated a Council/Staff retreat in July and August 2016 with discussion on the governance model of the City Council and development of strategies and goals for the City.
    - Facilitated a second planning session with City Council and staff in 2017. July 2017.
  - √ **City of Friendswood, 2022**
    - Facilitated a one-day planning session with the Community and Economic Development Committee. December 2021. Facilitated a follow-up session in March 2022.
  - √ **City of Galveston, 2017**
    - Worked jointly with Alan Mueller of Marsh Darcy Partners to review the practices of the Galveston Building Department and make recommendations for improvements. April 2017.
  - √ **City of Georgetown, 2021, 2022, 2023**
    - Facilitated a two-day planning session with the Mayor, City Council, and staff. January 2021.
    - Facilitated a second two-day planning session with the Mayor, City Council, and staff. December 2021.
    - Facilitated a third two-day planning session with Mayor, City Council, and staff. December 2022.
    - Facilitated a fourth one-day planning session with Mayor, City Council, and staff. December 2023.
  - √ **City of Gladewater, 2009**
    - Facilitated a City Council Retreat in February 2009 with discussion on development goals for the City and City's management team. Program included a one-day retreat, goal setting and for the City Council and work with the City staff to develop an implementation plan.
  - √ **City of Goliad, 2012-13**
    - Made a presentation to the Goliad Management District Board and city staff regarding economic development considerations, special districts, their use, advantages, and disadvantages. Discussion also focused on the need for thorough development agreements as well as a special district policy, October 2012.
    - Assisted the City Manager in negotiating an economic development agreement with a private developer for the development of 53 acres in the City. This agreement called for the reimbursement of funds expended by the developer for infrastructure improvements to be owned and operated by the City. December 2012
    - Assisted the City Manager in negotiating an economic development agreement with a private developer for the development of 30 acres in the City's ETJ. This agreement called for the reimbursement of funds expended by the developer for infrastructure improvements to be owned and operated by the City. December 2012.

- Facilitated a session between the City Council and the Goliad Municipal Management District Board to review existing By-Laws and operating procedures and facilitate understanding and any changes they may need. July 2013.
- √ **City of Gonzales, 2008-10**
  - Facilitated a City Council Retreat in September 2008 with discussion on development of a governance model for the Council to follow, and goals for the City and City's management team. Program included a day and a half long retreat, goal setting and governance program for the City Council. I also met with staff to develop an Action/Implementation, which culminated in a report to City Council where they adopted the Plan.
  - Facilitated a second City Council retreat in October 2010. This retreat focused on Council relationships by reviewing temperament traits via the DISC temperament inventory, reviewed the status of strategies established in 2008 and set new strategies for 2011 and following. I met with staff following the retreat to assist them in preparing an Action/Implementation Plan.
- √ **City of Granbury, 2022, 2023**
  - Facilitated a day-and-a half planning session with the City Council and staff. April and May 2022.
  - Scheduled to facilitate a second planning session with City Council and staff. January 2024.
- √ **City of Hitchcock, 2017-19**
  - Assisted Rathburn Planning & Consulting in reviewing the organizational structure and financial condition of the City of Hitchcock. The review and subsequent recommendations were designed to assist the city on a path of better efficiency in operations and management. January 2018.
  - Assisting the Mayor and staff on development of the 2018-19 City budget, and TIRZ administration. 2018.
  - Counseled Mayor on newly created City Administrator position and person selected on job description, benefits, and contract terms. 2019
- √ **City of Humble, 2018**
  - Facilitated a daylong planning session with Council and staff. Session includes establishment of a governance model, as well as establishing goals and priorities for the coming year. October 2018.
- √ **City of Huntsville, 2006-08**
  - In 2006 facilitated a staff leadership development program for the City Manager and his senior leadership team. Program includes a daylong retreat, goal setting and leadership program over ten sessions.
  - Facilitated a City Council Retreat in April 2007 with discussion on development of a governance model for the Council to follow, vision, mission, and strategic goals in association with the recently completed Comprehensive Plan.
  - Facilitated a second City Council Retreat in February 2008 to follow up on the activities of staff on the Action Plan, to determine if adjustments needed to be made to the strategies developed in 2007 and to identify additional items the Council and staff should focus on soon.
- √ **City of Hutto, 2021-23**

- Facilitated a one-day Governance session focusing on Council leadership, communication, expectations, vision, mission, and values. October 2021.
- Facilitated two half-day sessions reviewing the governance model and setting priorities for the upcoming fiscal year. March 2023.
- √ **City of Ingleside, 2017**
  - Facilitated a City Council planning session and provided follow up services with the staff to prepare an action plan. May 2017.
- √ **City of Iowa Colony, 2006-24**
  - Providing ongoing general city management consultation for Mayor and City Council. Council including policies relating to development in the city. Policies include the procedures for acceptance of infrastructure and policies for the use of special districts. Oversaw the preparation with the City Engineer of a new Design Criteria Manual for all city infrastructure. Oversaw the establishment of the City's Unified Development Code, including a sign ordinance, landscaping, lighting, zoning, subdivision, façade standards. Assisted in the creation of Investment Policies. Created a policy for the use of special districts. Assisted in the development and approval of various policies, ordinances and procedures to assist the city in its overall operations and management. Attends and prepares agendas for all City Council meetings.
  - Work includes assistance with development issues, including development and approvals of agreements with developers for Municipal Utility Districts and Tax Increment Reinvestment Zones, and other special financing districts and agreements.
  - Assisted the City Council in analyzing the need for a Crime Control and Prevention District. Council appointed a Temporary Board. Worked with the Temporary Board to draft the required two-year plan and budget. The voters approved the creation of the District in May 2009. Coordinated the meetings of the Board acting as their staff liaison. The district was not approved for extension in a required election in 2013. It was placed on the ballot again in 2018 and was once again approved. Served as administrator for the CCPD Board of Directors until the new City Manager was employed.
  - Serving as the administrator for Tax Increment Reinvestment Zone #2 and the Iowa Colony Development Authority. TIRZ #2 was created by the City Council to reimburse a developer of a major residential/commercial development for public infrastructure including thoroughfares and a 100+ acre city park. Phase 1 and 2 of the park is open. In 2018, the Authority issued \$8.4 million in tax exempt TIRZ bonds to repay developer for public infrastructure, based on value growth within the TIRZ boundaries. In 2019, the Authority issued \$4.1 million in tax exempt TIRZ bonds for the same purpose as in 2018. In 2020 the Authority issued \$3.865 million in tax exempt TIRZ bonds. In 2021 the Authority issued \$6.105 million in tax exempt TIRZ bonds for the same purpose as in 2018. In 2022, the Authority issued over \$5m in tax exempt TIRZ bonds. In 2023, the Authority issued over \$6m in tax exempt TIRZ bonds.
  - Assisted in administration and reporting of a \$23,000 grant to equipment city facilities with energy efficient equipment through the State Comptroller's Office.

- Assisted in preparation of an Employee Handbook, implementation of their first computer-based accounting system financial policies, establishment of a police department and related policies and a municipal court. Assisted in the acquisition of the city's first web-based building permitting and inspection system. Established the first public works department. Established the city's first accounting management program, and the hiring of the first full time accountant.
- Assisted in adoption of the city's first tax rate in 2017.
- Prepared annual budgets 2014-15-16-17-18-19-20-21.
- Assisted the City in an annexation of a Municipal Utility District increasing population from approximately 1,500 to over 7,000. 2019.
- Facilitated the development of a Home Rule Charter coordinating the efforts of a fifteen-member Charter Commission. Charter approved by the voters in November 2020.
- Teamed with Marsh Darcy Partners to develop the city's first Comprehensive Plan, 2019-20.
- Serving as the Interim City Manager because of the approval by voters of the City Charter. The Charter was approved for the Council-Manager Form of Government. November 2020
- Facilitated/coordinated the selection of the first full time City Manager. Council hired first full time City Manager, July 19, 2021.
- Honored to have the property designated for future municipal facilities as the Ronald E. Cox Municipal Center, July 2021.
- Facilitated a governance session with City Council. October 2021
- Facilitated a planning session with Council and staff. March 2022. Provided follow up services to develop a staff Implementation Plan, March, April, May 2022.
- Facilitated a planning session devoted to governance and the development of their first Capital Improvements Plan. January 2023.
- Scheduled to facilitate a planning session with City Council and staff. March 2024.

√ **City of Kemah, 2015-19, 2021**

- Assisted Mayor and staff on administrative and management issues during the interim time in their search for a City Administrator, on a part time basis.
- Assisted in the review of applications for the City Administrator position and making recommendations to the Mayor and City Council during the search. Prepared revised organizational chart recommended an additional new position to reduce workload of City Administrator and allow that position to complete economic development activities.
- Coordinated the search for and selection of a newly created Community Services Director position.
- Coordinated the search for and selection of a City Secretary.
- Studied and made recommendations regarding uses of Hotel/Motel and Type B sales taxes.
- Provided governance and strategic planning session services in June 2016.
- Assisted the Mayor in working with the Chief of Police to develop a three-year performance plan and outline expectations of the position in July 2016.

- Met with Mayor and City Council to review the Governance Model established in 2016 and discuss progress on goals set in 2016. March 2019.
- Met with Mayor, public attendees and Council members to facilitate a discussion about issues and challenges facing the city. August 2021
- Met with staff to assist in interview for the Police Chief selection process. August 2021.
- √ **City of Kyle, 2022**
  - Facilitated a day and a half planning session with City Council and staff. February 2022.
- √ **City of La Marque, 2018-19**
  - Facilitated and assisted the City of La Marque in their search for a new City Manager. New City Manager successfully hired in March 2019.
- √ **City of La Porte, 2012-13, 2020, 2023**
  - In association with Alan Mueller Management, conducted an internal review and audit of the Planning Department. The Department consisted of planning, engineering, building and code enforcement divisions. The review culminated in a report to the City Council with over 75 recommendations for policy, process, and governance changes. 2012.
  - In March 2013 facilitated a staff retreat. The City Council and staff had met previously for a strategic planning session. This session with the senior staff only was designed to establish the staff leadership model, as well as begin the framework for an implementation plan.
  - Facilitated a Council/staff planning session to identify, prepare and adopt an updated strategic plan with an implementation plan. March 2020
  - Facilitated a Council/staff strategic planning session to identify, prepare and adopt an updated strategic and implementation plan. March-June 2023
- √ **City of Lago Vista, 2014-17**
  - Facilitated staff develop program for Executive Staff. Developed Leadership, Communication philosophy, as well as set the Core Values and Guiding Principles based on the City Manager's stated expectations. October 2014.
  - Facilitated Town Hall meeting to assist Council in providing a forum for citizens to discuss issues and the Council and staff to answer questions related to those issues. January 2015.
  - Facilitated a planning session with the City Council to confirm their governance model, as well as revise and refocus their strategic plan. Did follow up with staff on Action Plan. January - April 2015.
  - Facilitated a staff development session with City Manager's key staff. January 2017.
  - Facilitated a Council planning retreat in January 2017.
- √ **City of Lake Jackson, 2009-24**
  - Providing consultation to the City Council, Planning Commission and City staff in the revision of the City's Zoning Ordinance to allow Master Planned developments. This revision is to the Planned Unit Development (PUD) section of the ordinance.

- Assisted the City Council, Planning Commission and City staff in developing a Policy for the Use of Special Districts to assist the city in accepting projects that desire to use special districts as part of the development process.
- Representing the City in negotiations with a developer for a master planned community. Assistance includes reviewing the plan as it relates to the PUD section of the Zoning Ordinance, and compliance with the Policy for the Use of Special Districts.
- Facilitated a City Council and staff planning retreat to refresh the Council's Strategic Plan in February-March 2010.
- Facilitated a second City Council and staff planning retreat in January-February 2011.
- Facilitated a third City Council and staff planning retreat in January, February and March 2012.
- Facilitated a fourth City Council and staff planning retreat in January-February 2013.
- Facilitated a fifth City Council and staff planning retreat in January-February 2014.
- Facilitated a sixth City Council and staff planning retreat in January-February 2015.
- Facilitated a seventh City council and staff planning retreat in January-February 2016.
- Facilitated the eighth City Council and staff planning retreat in January-February 2017.
- Facilitated the ninth City Council and staff planning retreat in January-February 2018.
- Facilitated the tenth City Council and staff planning retreat in January-February 2019.
- Facilitated the eleventh City Council and staff planning retreat in January-February 2020.
- Facilitate the twelfth City Council and staff planning retreat in January-February 2021.
- Facilitated the thirteenth City Council and staff planning retreat in January-February 2022.
- Facilitated the fourteenth City Council and staff planning retreat in March 2023.
- Scheduled to facilitate the fifteenth City Council and staff planning session in March 2024.
- Facilitated planning sessions for the Lake Jackson EDC in 2014, 2016, 2017, 2018, 2019.

√ **City of League City, 2006-09, 2015, 2020, 2023**

- Provided general municipal consultation to the City Manager, particularly the preparation of the Capital Improvement Plan (CIP) to the City Council.
- Facilitated a daylong goal setting retreat for the Mayor, City Council and Interim City Manager. Provided follow up with the City Manager and his staff to develop an Action Plan for the implementation of the goals set by Council.
- Provided follow up with new City Manager on a consulting basis to assist him in his transition to the role from another city staff position.

- Facilitated a second day long retreat for the Mayor, City Council and City Manager in February 2009
- Facilitated a third follow up retreat for the Mayor, City Council and City Manager in March 2009.
- Facilitated a day-long community goals setting session (Town Hall setting) with follow up to staff. January 2015.
- Scheduled to facilitate a day-long session with the Capital Projects Management Team with an eye toward identifying goals and methods for improving the team's ability to implement a multi-year capital projects program. (Project cancelled due to COVID-19)
- Facilitated a day long governance and planning session with City Council and staff. April 2023

√ **City of Leander, 2022**

- Facilitated a day-long session establishing a governance model, including leadership, communication, expectations, vision, and mission. January 2022.
- Facilitated a day-long planning session with Council and staff. Met with staff to prepare an Implementation Plan. March, April, and May 2022.
- Reviewed and made recommendations based on a Council driven survey to the City's executive team. The Council had determined their expectations of each other and what they believed the expectations of staff to be and asked the executive team to be surveyed on whether they meet their own expectations. July 2022.

√ **City of Liberty, 2021**

- Facilitated a planning session with City Council and staff. Completed in April, 2021.

√ **City of Manvel, 2006-18**

- Provided general city management consultation for Mayor and City Council including policies relating to development in the city. Policies include the procedures for acceptance of infrastructure and policies for the use of special districts. Oversaw the preparation with the City Engineer of a new Design Criteria Manual for all city infrastructure. Created a policy for the use of special districts.
- Provided consultation and administration on Municipal Utility Districts and Tax Increment Reinvestment Zones, and other special financing districts and agreements.
- Participated as a part of a team of consultants in the preparation of a new Comprehensive Plan for the city that was adopted in January 2008. My work focused on the development of the Governance Element of the Comprehensive Plan, assisting the City Council and staff in identifying policy and administrative needs of the City as it continues to grow and expand.
- In 2010, prepared a successful grant application for a Justice Assistance Grant (JAG) in the amount of \$68,000 from HGAC for three patrol vehicles to replace vehicles in the city's aging fleet. In 2012, prepared a second successful grant application for JAG in the amount of \$72,132 for replacement of all vehicle laptops and a digital fingerprinting system called LiveScan.



- Worked with a fifteen-member Charter Commission appointed by the Manvel City Council to draft the City's first City Charter. The Charter was adopted in May 2011.
  - Assisted in administration and reporting of a \$43,000 grant to equipment city facilities with energy efficient equipment through the State Comptroller's Office.
  - Served as Interim City Manager in 2011 assisting the City Council in the transition to the Council/Manager Form of Government in accordance with Charter requirements.
  - Successfully facilitated the recruitment and selection of the city's first City Manager in accordance with Charter requirements. City Manager hired January 2012.
  - Served until late 2018 as the administrator for Tax Increment Reinvestment Zone #3 and South Manvel Development Authority. TIRZ #3 was created by the City Council to reimburse a developer of a major residential/commercial development for public infrastructure including thoroughfares, a major overpass over the railroad tracks and parks and open space.
  - Facilitated a planning retreat for the Mayor and City Council with follow up services provided to the city staff. May 2017.
- √ **City of Midland, 2009**
- Facilitated a daylong retreat with the City Manager and senior staff to develop a leadership philosophy for the upcoming budget and to develop the team approach for the new City Manager in March 2009.
  - Facilitated a two-day retreat with the City Council, City Manager and senior staff to discuss governance for the Council and assist the Council in setting long-range goals and short-term budget priorities in March 2009.
- √ **City of Mission, 2012**
- Facilitated a city staff retreat focusing on staff development, including developing a mission statement, leadership principles, strategic goals and objectives for the staff in February, with a follow-up session with staff in April 2012.
- √ **City of Mont Belvieu, 2018-2020**
- Prepared a Staffing and Growth Plan for Council adoption. Plan established benchmarks for growth in services and staffing from this point through build out of the community. Completed September 2018.
  - Facilitated a planning session with Mayor and City Council and key staff with follow-up services to the staff for implementation in July 2018.
  - Facilitated a second planning session with Mayor, Council, and staff in June 2019.
  - Facilitated a third planning session with Mayor, Council, and staff in October 2020.
- √ **City of Montgomery, 2008-10, 2022**
- Facilitated a City Council retreat focusing on long-range goals and principles of governance for the City in May 2008.
  - Assisted the city in working with an area developer to include the land to be developed in the City's ETJ.

- Facilitated a second daylong Council retreat assisting the Mayor and Council in recommitting to their principals of governance, reviewing the status of goals set in 2008 and setting new strategies and goals for the staff, June 2009.
- Facilitated a third daylong Council retreat assisting the Mayor and Council in reviewing their previous goals and strategies in June 2010.
- Facilitated a daylong Council planning session with the Mayor, Council and staff to revive their strategic plan. September 2021.
- Facilitated a second daylong Council/staff planning session to complete vision, mission, guiding principles and refine the strategic plan. June 2022.
- √ **City of Morgan's Point Resort, 2013**
  - Facilitated a City Council retreat focusing on long-range goals, and principles of governance for the City in July 2013.
- √ **City of Nassau Bay, 2008, 2022**
  - Assisted the City Manager in reviewing procedures and creating information packet on disaster recovery issues, particularly on calculating substantial damages to structures following Hurricane Ike. Provided additional follow up to calculate the costs to the City should a decision be made to buy out properties that are substantially damaged.
  - Facilitated a day-long planning session with the Tourism Committee and staff. February 2022. Provided follow up with staff to prepare an Implementation Plan. March 2022
- √ **City of Navasota, 2012-13, 2021**
  - In association with Marsh Darcy Partners, prepared an Economic Development Policy that focused on the use of economic development tools including the use of special districts. Approved February 25, 2013.
  - Facilitated a planning retreat for the Mayor and Council and staff in February 2021.
- √ **City of Northlake, 2012, 2023**
  - Made a presentation to the City Council and staff regarding special districts, their use, advantages, and disadvantages. Discussion also focused on the need for thorough development agreements as well as a special district policy, June 2012.
  - Facilitated a daylong City Council and staff planning session. November 2023.
- √ **City of Oak Ridge North, 2019-20**
  - Provided mentoring services to the Interim City Manager to assist in her preparation for the permanent position. She was subsequently appointed City Manager. September 2019.
- √ **City of Pearland, 2007**
  - Worked with the city staff to prepare a Policy for the Use of Special Districts. This policy was adopted by the City Council and outlined the policies Council will follow when considering applications for municipal utility districts, tax increment reinvestment zones, and other type special districts.
- √ **City of Pflugerville, 2015**
  - Prepared an Economic Development Policy for the City. Working with a staff Committee, the City outlined the purpose for economic development in the City, developed its goals and areas of emphasis for seeking and negotiating with others

for economic development projects, and establishing a policy for the use of special districts within the City and its ETJ. September 2015.

√ **City of Pilot Point, 2019**

- Facilitated and provided follow up services a planning session with the Mayor and City Council. February 2019

√ **City of Port Lavaca, 2011-12, 2013-15**

- Facilitated a one-day retreat in January 2012 for city staff focusing on leadership principles, identifying challenges, and developing a plan of action for staff to resolve those challenges.
- Facilitated a combined council/staff retreat developing the Council's leadership principles and developing a strategic plan. Worked with the staff on developing an implementation plan. The combined council/staff strategic plan was adopted by City Council as the combined plan of action for the city. Council approved the Strategic Plan in May 2012.
- Facilitated a ½ day session with the city staff on leadership principles. The focus of the discussion was to develop a leadership plan using the book "On My Honor, I Will..." by Randy Pennington in August 2013.
- Facilitated a full day workshop with city staff on leadership principles. The focus of the discussion revolved around the principles in the book "Overcoming the Five Dysfunctions of a Team", by Patrick Lencioni in February 2014.
- Facilitated full day staff retreat focusing on issues and challenges related to the development of the Comprehensive Plan. May 2015.

√ **City of Richwood, 2007-08, 2016-19, 2023**

- Facilitated a Council and staff retreat focusing on long range strategic planning for the city.
- Provided general city management consultation for Mayor and City Council and staff.
- Facilitated and led a search for the new City Manager upon the retirement of the City Manager. Successfully completed search with the hiring of a new City Manager in January 2017.
- Facilitated a planning session with City Manager, Mayor and City Council in April 2017. Provided follow up services to the City Manager and staff to prepare an implementation plan. Made final report to the City Council.
- Facilitated a second planning session with the City Manager, Mayor and City Council in June 2018.
- Facilitated a third planning session with Mayor, City Council and City Manager in May 2019.
- Assisted the City Council in conducting a gap analysis for the Interim City Manager suitability for the City Manager position. August 2019.
- Facilitated a governance session for City Council training. June 2023.

√ **City of Rockport, 2014**

- Facilitated a daylong planning retreat with the City Council and staff. Focus will be on long range strategic planning and working with the city staff to provide a plan for implementation of identified strategies. January 2014.

√ **City of Rosenberg, 2007-08, 2017**

- Provided technical assistance to City Manager and staff regarding development issues including consultation on Municipal Utility Districts, Tax Increment Reinvestment Zones and development ordinances and regulations.
- Facilitated a series of meetings with the code enforcement and inspections staff and supervisors to focus on their mission and customer service issues.
- Facilitated a planning workshop with the Rosenberg Economic Development Corporation for long range strategic planning in 2008.
- Scheduled to facilitate a governance workshop with Council, March 2017.
- √ **City of Round Top, 2023-24**
  - Providing technical assistance to the City Council and staff as they conduct a community planning process. March-October 2023.
- √ **City of San Marcos, 2016**
  - Facilitated a two-day Council Visioning Retreat with City Council, City Manager and City Management team. January 2016.
  - Facilitated one day follow up session with City Council, City Manager and City Management team. Verified strategies and policy initiative established in the January meeting. Completed final report. May 2016.
- √ **City of Sandy Point, 2006-09, 2015, 2018, 2019**
  - Providing ongoing general city management consultation for Mayor and City Council. Work includes assistance with development issues, including consultation on Municipal Utility Districts and Tax Increment Reinvestment Zones.
  - Assisted the City Council in the development and adoption of a land use and zoning plan and map, a Zoning Ordinance, a Policy for the Use of Special Districts and other general municipal issues.
  - Assisted the City in determining the optimum property needed for the City for a City Hall, park and other uses anticipating the City's growth. 2015.
  - Assisting the City in revising their zoning classifications, as well as identifying a common ETJ boundary between Iowa Colony and Sandy Point to avoid future conflicts. 2019
- √ **City of Sealy, 2006-08, 2013-14**
  - Facilitated day long, long term goal setting retreat for Mayor, City Council, City Manager and staff. Provided follow up with the City Manager and his staff to develop an Action Plan for the implementation of the goals set by Council. 2007
  - Facilitated a Work Session discussion with the Mayor and City Council on governance, focusing on the relationship between the Mayor, Council and City Manager and staff.
  - Assisted with development issues, including consultation on Municipal Utility Districts and Tax Increment Reinvestment Zones, and others special financing districts and agreements.
  - Facilitated day long, long term goal setting retreat for Mayor, City Council, City Manager, and staff in November 2013. Provided follow up services to develop an implementation strategy with staff.
- √ **City of Seabrook, 2008-09, 2014-18, 2021, 2023**

- Facilitated a retreat in concert Marsh Darcy Partners, for the Seabrook Economic Development Corporation. This retreat focused on the mission and priorities of the SEDC for 2008-09.
  - Facilitated a daylong planning retreat in April 2014 for City Council and staff. The session defined their governance model, vision and mission, and set strategies for the future. Worked with staff on preparation of an implementation plan.
  - Facilitated a second daylong planning retreat in April 2015 for City Council and staff.
  - Facilitated a third daylong planning retreat in April 2016 for City Council and staff. Worked with staff to prepare implementation plan.
  - Facilitated a fourth daylong planning retreat in July 2018 for City Council and staff.
  - Facilitated a day-long governance session for Council. November 2022.
  - Facilitated a day-long planning session for Council and staff. Provided follow up services to assist staff in development of an implementation plan. February 2023.
- √ **City of Schertz, 2024**
- Scheduled to facilitate a day-long planning session. February, 2024.
- √ **City of Shenandoah, 2006-08**
- Facilitated a staff leadership development program for the City Manager and senior leadership team. Program included a daylong retreat, goal setting and action plan, and leadership program over ten sessions. The leadership program was based on the book “On My Honor, I Will...” by Randy Pennington.
  - Facilitated two one-half day retreats with the City Council discussion the city’s vision, mission, and goals for their future in 2006-7.
- √ **City of Shoreacres, 2012-13**
- Facilitated a Council orientation session in June 2012 focusing on the governance model for the Mayor and City Council. This session to focus on assisting newly elected members in understanding their role as members of a City Council and their relationship with the City Administrator and his staff.
  - Provided coaching services to the Mayor to assist her in managing her duties as Mayor in her day-to-day activities, as well as managing the meetings in a more efficient manner.
  - Facilitated a planning retreat in late June 2012 for the City Council and City staff. Council established their governance model and strategic objectives for the coming year.
  - Special project to revise the administrative disciplinary procedures for the City, March 2013.
  - Prepared salary survey for selected positions, May 2013.
- √ **City of Spring Valley, 2017**
- Engaged by the City to provide search services for a City Administrator. City Council hired their interim City Administrator to the full-time position. Assisted the Mayor and Council in determining fair compensation for position. Facilitated a session with the Mayor, City Council, City Administrator to define a governance model and expectations for moving forward as a team. June 2017.
- √ **City of Simonton, 2019-20**

- Facilitated a day-long planning session with the City Council and Economic Development Corporation and assisted staff in the implementation phase of the session. 2020.
- √ **City of Tomball, 2016, 2019**
  - Facilitated one-day planning retreat with Mayor, City Council, and key staff. March 2016.
  - Facilitated a second planning process for Mayor, City Council, and key staff. June 2019
- √ **City of Victoria, 2012-15**
  - Provided ongoing consulting services related to the development of a Municipal Utility District and related agreements.
  - Development of a policy for the use of special districts, adopted in August 2013.
- √ **City of Vinton, 2015**
  - Facilitated planning retreat for City Council. Sessions included establishment of governance model, as well as establishing goals and priorities for the coming year. March and April 2015.
- √ **City of Waller, 2007-12-14**
  - Providing ongoing assistance for community development issues, including consultation on policies and procedures for the use of Municipal Utility Districts and Tax Increment Reinvestment Zones, and others special financing districts and agreements.
  - Facilitated a planning retreat in August 2012 for the City Council and staff focusing on implementation and updating of various plans already approved and setting priorities for the next five years.
  - Facilitated a second planning retreat in July 2014 for City Council and staff focused on reviewing the 2012 Strategic Plan, adjusting and developing a 2014 Strategic Plan.
- √ **City of Westlake, 2012-14**
  - Provided facilitation services for a series of staff development and leadership sessions based on the High-Performance Organization model with the City Manager and the leadership of the Westlake Academy. Westlake Academy is a city operated Charter School, which utilizes the International Baccalaureate (IB) World curriculum. Initial session was conducted September 30, 2012.
  - Facilitated governance session with the City Council in May 2013.
  - Facilitated governance session with the City Council again in May 2014.
- √ **City of Wichita Falls, 2024**
  - Scheduled to facilitate a planning session for Mayor, City Council and city management. January 2024.
- √ **City of Willis, 2013-16, 2018-19**
  - Facilitated a Council planning retreat January of 2013. This retreat focused on the governance model, as well as developing a series of strategies for the future. A staff implementation plan was developed.
  - Facilitated a planning retreat in July 2014 with the joint boards of the 4A and 4B economic development corporation boards.
  - Facilitated a refresh planning session for the EDC in 2018.
- √ **City of Yoakum, 2014**

- Facilitated two half-day sessions with the City Council in retreat setting in March 2014. The session focused on the Council's governance model and setting strategies and goals for the upcoming year. Worked with the staff in follow up to the retreat to develop a framework for the implementation of the strategies and goals.

### **Special Districts and/or Associations**

#### √ **Copperas Cove Economic Development Cooperation, 2011**

- Facilitated a Board Retreat in March 2011 with discussion on development goals and strategies for the Board and the CCEDC management team. Program included a one-day retreat, strategy setting and for the Board and work with the CCEDC staff to develop an implementation plan.

#### √ **Richmond Development Corporation, 2012-13**

- Facilitated a retreat with the Board of the RDC. This retreat focused on the governance model they agreed to use in their efforts and preparation of the first ever Strategic Plan. Followed up with the City staff working to develop an Action Plan for the Strategic Plan.

#### √ **Lake Jackson Economic Development Corporation, 2015-19**

- Facilitated Economic Development Corporation planning session to define, Mission and Goals. Session 1, October 2014. Session 2, January 2015.
- Facilitated a follow up planning session for the Economic Development Corporation, August 2016.
- Facilitated third planning session for EDC, August 2017.

#### √ **Willis Economic Development Corporation, 2014 and 2018**

- Facilitated a planning session with the two Willis Type A and Type B corporations. The Willis Community Development Corporation (Type B) and the Willis Economic Development Corporation (Type B). Facilitated a combined planning session. Each Corporation prepared a Mission statement unique to their respective mission, goals and strategies unique to their organizations.
- Facilitated a second planning session with the Willis Economic Development Corporation (Type A) in October 2018.

#### √ **Gulf Coast Authority (formerly Gulf Coast Waste Disposal Authority), 2018-19**

- Facilitated a day-long planning session with the Board. The primary goal was to establish a governance model for the Board. October 2018
- Facilitated a second session reviewing the governance model and setting short-and long-term goals for the Board. October 2019

#### √ **Gulf Coast Water Authority, 2012-18**

- Provided personnel services. In association with Davidson and Associates, revised and adopted a new Employee Handbook (Personnel Policies) with Administrative Procedures; prepared and adopted an Employee Pay Plan; prepared a Certificate and Incentive Pay Policy; provided training to employees on the above documents and on employment law issues; updated Performance Review policies and procedures including a pay for performance plan and revised evaluation forms.
- Reviewed and revised all job descriptions. 2015.
- Prepared a Succession and Organizational Development Plan. Utilized a specially appointed employee planning team to identify issues and develop solutions to the

- need for a succession plan and organizational development for leadership in the organization. 2014-2015
- Facilitated Board retreat in June 2013, January 2014, July 2014, July 2015, June 2016.
- Prepared updated job descriptions for all employment positions. 2015.
- Began the process for preparing an Organizational and Facilities Needs Plan. First phase of project to meet with Accounting Department staff and develop a organization plan identifying major responsibilities of the department and assisting the staff in defining roles of staff and identifying what new staff might be needed. 2015-16.
- Facilitated a staff planning retreat in March 2016.
- Facilitated the creation of a Deputy General Manager position with the General Manager and Board in April 2016.
- Facilitated and coordinated the successful search and selection of the Assistant General Manager (General Manager select). December 2017.
- √ **U.S. Attorney's Office, Southern District of Texas, 2009-11**
  - Provided expert witness services to the U.S. Attorney's Office related to Tax Increment Reinvestment Zones (TIRZ) related to a federal lawsuit.
- √ **Bay Area Transportation Partnership, 2010**
  - Facilitated in concert with Marsh Darcy Partners a one-half day retreat with member of Bay Tran in August 2010. This retreat focused the participants in identifying transportation issues within the Bay Tran service area as a first step in preparing a Legislative Agenda for the organization.
- √ **Texas Coalition for Affordable Power, 2011-12, 14**
  - Facilitated a two-day retreat with the Board and Executive Director of TCAP in September 2011. This retreat focused on organizational needs of the new organization, expectations of the Board and staff, and strategic goals designed the start the organization on the right path for success. Provided follow up services to the staff assisting in the preparation of an implementation plan for the strategies.
  - Facilitated a second one-day retreat with the Board and Executive Director of TCAP in September 2012. This retreat focused on providing follow up to the Board and staff confirming the organization and leadership expectations, guiding tenets and vision statement. In addition, the Board reviewed the strategies, developed revised and new strategies, assigned the strategies to Board committees for oversight of implementation, and heard committee reports.
  - Facilitated a third one-day retreat with the Board to update their strategic plan and focus on specific issues identified by the staff and planning team. November 2014.
- √ **Texas Municipal League Intergovernmental Risk Pool, 2014-24**
  - Facilitated a daylong retreat with the Risk Pool Board and staff. Focused on strategies dealing with several long-term issues and challenges before the Board. January 2014. Provided follow up services to the staff to develop the implementation plans resulting from the retreat.
  - Facilitated a daylong planning and training retreat for the Board. January 2015.
  - Facilitated a daylong planning retreat for the Board. January 2016.
  - Facilitated a daylong planning retreat for the Board. January 2017.



- Facilitated a daylong planning retreat for the Board. January 2018.
- Facilitated a daylong planning retreat for the Board. January 2019.
- Facilitated a daylong planning retreat for the Board. January 2020.
- Scheduled to facilitate planning retreat for the Board. January 2021. (Cancelled due to COVID-19 pandemic).
- Facilitated a daylong planning retreat for the Board. January 2022.
- Facilitated a daylong planning retreat for the Board. January 2023.
- Scheduled to facilitate a daylong planning retreat for the Board. January 2024.
- ✓ **Harris Galveston Subsidence District, 2013**
  - Provided facilitation and search services to assist the Board of Directors in the selection of a General Manager to replace the retiring General Manager after over 30 years of service. April-August 2013.
- ✓ **Texas Association of Water Board Directors, 2015**
  - Provided facilitation services and follow up services to assist the Board of Directors in establishing their long-range plan and governance model. This Texas Association consists of Board members from water, municipal and other special purpose districts.
- ✓ **Texas Municipal League – Executive Management Team, 2016, 2017**
  - Facilitated a day and a half planning retreat for the TML staff, December 2016.
  - Facilitate a day and half planning retreat for the TML staff, December 2017.
- ✓ **Sander Engineering, 2017**
  - Provided consulting services to assist the firm in determining its governance model and succession plan for the future of the firm.
- ✓ **Galveston County Water Control and Improvement District (WCID) #1, 2018, 2023**
  - Successfully provided and completed search services for the General Manager position, September 2018.
- ✓ **Fort Bend Municipal Utility District 131, 2021**
  - Facilitated a one-day planning session and follow-up services with the Board of Directors. January 2021.
- ✓ **Friends of Downtown Friendswood Association, 2021**
  - Facilitated a half-day session with the Board of Directors of this nonprofit association, setting a clear vision, and process for moving the organization forward. April 2021
- ✓ **Friendswood Historical Society, 2021**
  - Facilitated a half-day session with the Board of Directors of this nonprofit association, reviewing the mission and establishing a work program and strategy for 2021. June 2021
- ✓ **VARC 2022**
  - Facilitated a day long planning session with the leadership of VARC. January 2022.
  - Facilitated a second session with staff focusing on the DISC temperament inventory. March 2022.
- ✓ **Texas City Management Association 2023**
  - Scheduled to facilitate a day-long planning session with the TCMA Board, Committee Chairs. April 2023

## **Other Presentations and Programs**

- √ **GFOAT, 2015**
  - Presentation with League City Finance Director regarding special districts and their role in city government. September 2015
- √ **HGAC, 1995-2023**
  - Provided presentations annually since 1995 at the HGAC Newly Elected Officials Workshop discussing roles and responsibilities of elected and appointed officials and other governance principles.
- √ **International City/County Management Association (ICMA), 2020**
  - Participated in a training webinar on Council-Staff Relationships, May 2020
- √ **National League of Cities – Risk Information Sharing Consortium (NLC-RISC), 2016**
  - Provided facilitation services at two sessions of the NLC-RISC National Trustees Conference in San Antonio, May 2016.
- √ **TCMA, 2012, 2014, 2015, 2016, 2017, 2018, 2020, 2022, 2023-24**
  - Provided a presentation on balancing work and family life to participants at the TCMA King Cole Workshop, March 2012.
  - Participated in a panel presentation on special districts and their role in city government to city management participants at the TCMA Annual meeting, June 2012
  - Planned for discussions with the City of Westlake on the development of their staff using the High-Performance Organization model. June 2014.
  - Presentation to the City Manager's Problems Clinic, Salado, Texas on the transition of a city manager into consulting and retirement. February 2015.
  - Presentation on Succession Planning to City Manager's Problems Clinic, February 2016.
  - Presentation on Succession Planning to TCMA Annual Conference. June 2016.
  - Facilitated session with past Presidents of TCMA at TCMA Annual Conference. June 2017.
  - Presented a session on Council-Manager Relations at TCMA Annual Conference, June 2018.
  - Presented a session on Council-Manager Relations to the TCMA Region 8 City Managers in Alamo Heights, September 2018
  - Scheduled to present a session on leadership to the King Cole Workshop, March 2020 (cancelled due to COVID-19).
  - Presented at ICMA/TCMA coaching webinar on Managing and Mastering Council Staff Relations, along with two other presenters (audience approximately 300), May 2020.
  - Presented at the 2022 TCMA Annual Conference to discuss planning and strategic sessions in small cities throughout Texas. June 2022
  - Member Professional Development Committee, 2011-18.
  - Member TCMA 100-year anniversary planning committee. 2023-24
  - Facilitated the bi-annual Strategic Planning process for the TCMA Board and staff. April 2023
- √ **TML, 2015, 2019**

- Presentation at TML Annual Conference with Mayor of Kilgore, and City Manager of Kyle regarding the development of high functioning City Council/City Management relationships providing practical tips for working better together as a team. September 2015.
- Presentation at TML Annual Conference with Mayor and Council of Hallsville, City Manager of Navasota on hiring city managers in small cities. October 2019.

√ **Lorman Seminar, 2012**

- Participated in a panel presentation on special districts and their role in city government to participants at a Lorman sponsored seminar, July 2012. Participants in the seminar included attorneys, developers, city government and others.



## REQUEST FOR LA PORTE DEVELOPMENT CORPORATION BOARD AGENDA ITEM

Agenda Date Requested: January 22, 2024

Requested By: Haley Bowers, Dept. Coord.

Department: Administration/CMO

☒ Report   ☐ Resolution   ☐ Ordinance

**Exhibits:** ZoomProspector Proposal and Contract,  
REsimplifi Proposal and Contract

### Appropriation

Source of Funds: 038 – EDC Fund

Account Number: 038-6030-565-4055

Amount Budgeted: \$0

Amount Requested: \$10,000.00

Budgeted Item:   ☐ Yes   ☒ No

### SUMMARY & RECOMMENDATIONS

One of the City Council's Strategic Goals is Economic Development. Specifically, "The City of La Porte will promote a strong and diverse economy that strengthens local sales tax and property tax base while also contributing to a high quality of life." A key component of economic development is private development site selection. Due to this, how a community showcases available properties to potential developers is critical. When a retailer, restaurant, or business wants to move into a community, they look for available properties and if it meets their development requirements and standards, they initiate conversations with local property owners and City staff.

Currently, the City of La Porte Economic Development team does not have any site selection tools available. At the request of the La Porte Development Corporation Board members in the past the City Manager's Office has engaged with Catalyst Commercial to create the map of available commercial properties. The map from Catalyst Commercial is a singular document and is snapshot in time of what properties are available when the document was created. There is no easy or cost-effective method to update this static map. Our economic development outreach is primarily done through a community's website and inquiries to the City Manager's Office. When developers are looking for available properties, the City of La Porte does not have an effective tool to assist them in their efforts.

Site selection software is a live map that is regularly updated for developers to inquire about available properties. Staff met with two companies to develop a solution to this issue, GISPlanning and REsimplifi, who work in sync with each other. GISPlanning hosts the software ZoomProspector, which is a GIS-based application for available properties to be posted. REsimplifi is a program that works with ZoomProspector to upload and maintain the list of available properties in the City. ZoomProspector is the product a site developer visits to look for available properties, search for additional information about it, and compare properties. ZoomProspector does not have the ability to upload properties, and City staff would be required to perform this task if we were to

only use the one product. REsimplifi works in conjunction with ZoomProspector to upload available properties on a weekly basis.

If we implemented both products, the development process would work as follows. A site selector for a retailer, restaurant chain, or local business would access the site selection link through the La Porte website and would be taken to our ZoomProspector page. Once there, they would be able to view and compare properties within a community and among other communities. ZoomProspector provides available City demographics, labor data, and occupation data, alongside the property listing. These are key indicators that businesses look at before deciding to expand to a new market. This data is updated by ZoomProspector and staff would not need to work with an additional company for this information.

Implementation would begin with REsimplifi using an application programming interface (API) with ZoomProspector to upload the property listings to the website. Our project manager would spend the first thirty (30) days researching our market, and then spend the next thirty (30) days uploading property listings. They go beyond looking at mass market listings and also take the time to reach out to local real estate agents to ensure their listings are posted as well. This ensures all available commercial property in the City of La Porte is being advertised.

Numerous other communities in Texas use these products and with the site selection tools, staff can guide the economic development process and ensure the City of La Porte economic development effort is not at a disadvantage. The annual fee for ZoomProspector is \$5,000.00 and entering into a three (3) year contract waives the annual renewal fee of 3%. The annual fee for REsimplifi is \$5,000 and entering into a three (3) year contract waives the annual renewal fee of 10%. The total cost of these two products over the life of the agreement is \$30,000.00 with a savings of \$1,354.50 for not going year to year. There are no additional fees for the two programs to work together. This is considered a sole source purchase because of proprietary and confidential information. ZoomProspector states this on page 2 of their proposal and REsimplifi states this on page 6 of their agreement.

Although these products and services were not specifically budgeted for, staff has identified available funds within the FY2024 LPDC budget. Staff recommends authorizing the City Manager to execute agreements with ZoomProspector and REsimplifi for listing and managing available commercial property services.

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#### **ACTION REQUIRED BY LPDC BOARD**

**Presentation, discussion, and possible action to authorize the funding by the La Porte Development Corporation of a three (3) year agreement between the City of La Porte and GISPlanning, Inc. for ZoomProspector for site selection software in the amount of \$5,000.00 per year with a total allocation of \$15,000.00 and/or to authorize the funding by the La Porte Development Corporation of a three (3) year agreement between the City of La Porte and REsimplifi, Inc. for commercial building and site data services in the amount of \$5,000.00 per year with a total allocation of \$15,000.00.**

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**Approved for the La Porte Development Corporation Board meeting agenda**

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**Corby D. Alexander, City Manager**

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**Date**

**FT PRODUCT ORDER FORM**

<b>Parties</b>	
<b>FT</b>	<b>GIS Planning Inc.</b> , whose registered office is at 311 California Street, Suite 700, San Francisco, CA 94104
<b>Client</b>	<b>City of La Porte</b> <b>604 W. Fairmont Pkwy</b> <b>La Porte TX 77571</b> <b>USA</b>
<b>Period of Subscription</b>	
<b>Subscription Start Date</b>	2/2/2024
<b>Subscription Period</b>	From the Subscription Start Date until 1/31/2025  The Agreement will auto-renew for an additional 12 months on the anniversary of the Subscription Start Date unless terminated by either party on giving prior written notice to the other party no less than 30 days before the anniversary of the Subscription Start Date. The Fee will be subject to increase at each anniversary of the Subscription Start Date. FT will provide the Client's Relationship Manager with at least 60 days prior notification (by email) of any such increase and Client will provide its written acceptance of such increase no less than 30 days before the anniversary of the Subscription Start Date. Upon auto-renewal, the then current version of the Subscription Terms in effect shall apply to such auto-renewal.
<b>PRODUCTS TO BE PROVIDED</b>	
GIS Planning	<b>Service:</b> ZoomProspector Enterprise License with Google Maps  Customisation Elements: 3 Year Term  The geographic scope of the Software will cover the geographic boundaries of the City of La Porte Texas, a community with no more than 50,000 people.  <b>Target Go-Live Date:</b> 2/1/2024
<b>FEE BREAKDOWN</b>	
<b>Product Name</b>	<b>Product Fee</b>
ZoomProspector Enterprise	\$5,000
<b>Total Fee</b>	
<b>Total Fee over 3 Year Term</b>	\$15,000
<b>Payment Term</b>	Payment required within 25 days of the FT invoice date.
<b>Invoicing Contact</b>	<b>City of La Porte</b> <b>604 W. Fairmont Pkwy</b> <b>La Porte TX 77571</b> <b>USA</b>





## Project

### GISP Proposal for La Porte TX

GIS Planning is the gold standard in location analysis web service. As the inventors of the strategy and technology for combining Internet and GIS technology, we have made it our goal to both speed up and simplify the process of evaluating locations for business.



Confidential proposal submitted by:

Bryan Beatty  
bryan@gisplanning.com

PROPOSAL EXPIRES: January 31, 2024

**WE  
ARE  
WHAT'S  
NEW**



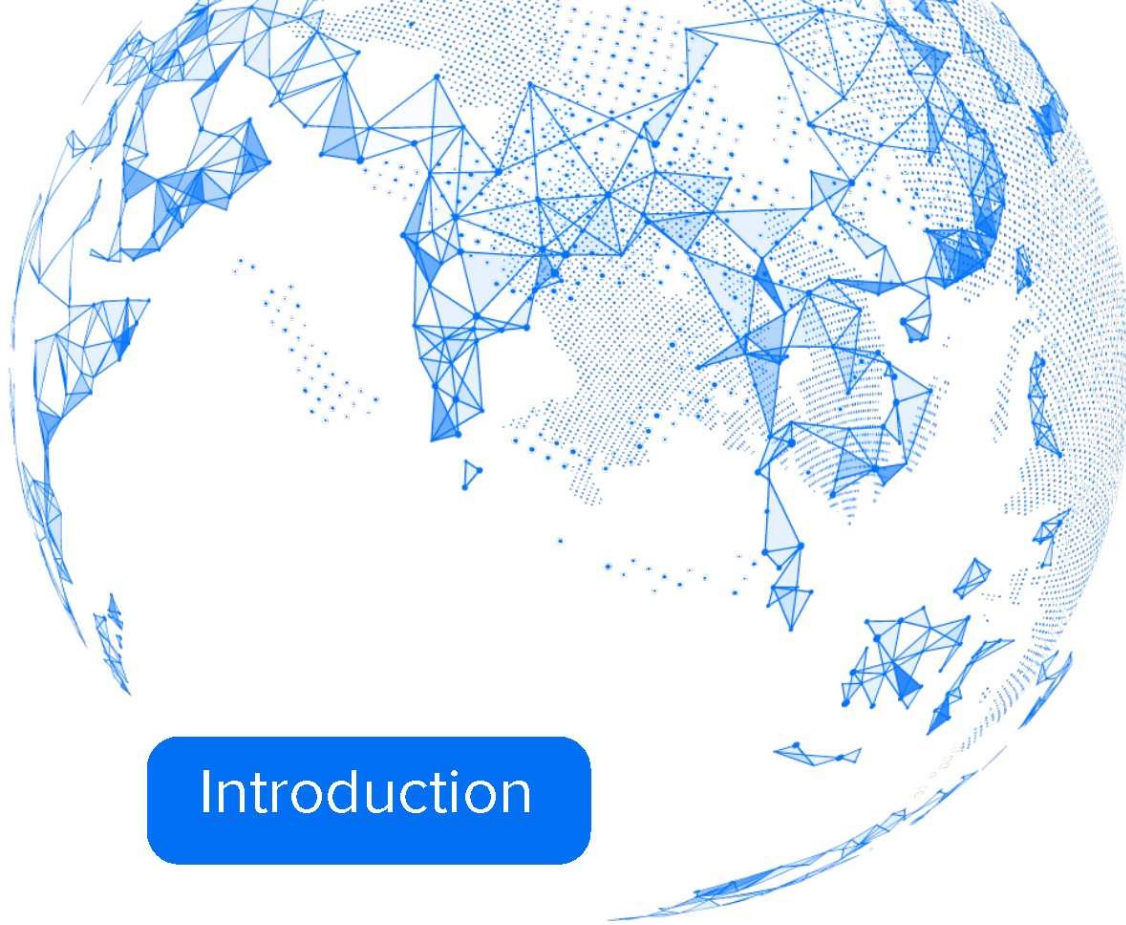
The most used  
software for  
economic  
development



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This proposal contains proprietary and confidential information and shall not be used, disclosed, or reproduced, in whole or in part for any purpose without the prior written consent of GIS Planning, INC.



## Introduction

**GIS Planning** software solutions have been implemented in 47 U.S. states and five Canadian provinces, a majority of the largest 100 cities in the USA and represent over 675 successful projects implemented worldwide serving over 17,000 cities.

**47   5   100   17,000<sup>+</sup>   675<sup>+</sup>**

U.S. states

Canadian  
provinces

Majority largest  
cities in the USA

Cities served

Implemented  
projects

When economic development organizations are serious about their image, increasing jobs, retaining businesses, and providing the highest-quality online economic development services, they know the right choice is always GIS Planning. Every month, on average, GIS Planning signs more new clients than all our competitors combined. That's the kind of trust we have earned.



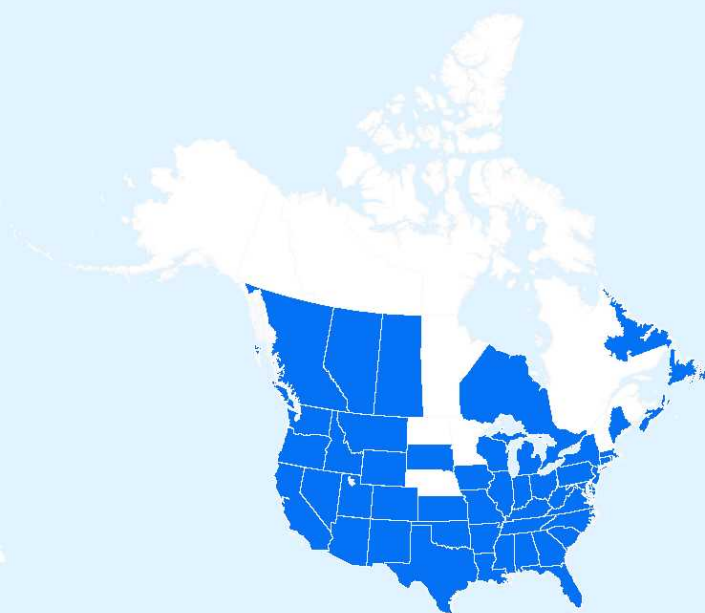
## The world leader for economic development services

Acquired by the Financial Times in 2017, GIS Planning is now part of the largest economic development service in the world.

The Financial Times is owned by Nikkei, a global media company. Our newly combined organization has a combined team of 70 people across research, editorial, marketing and sales, working with over 100 countries globally. The Financial Times is recognized internationally for its commitment to innovation and the authority, integrity and accuracy of its products. The fDi Intelligence team serves more than 45% of the world's population with their suite of products and services. This affiliation offers many benefits including:

- **Substantially enhanced resources** for continued updates and development of our suite of tools. No other vendor comes close to matching our rapid pace of innovation.
- **Access to the international reach and quality audience** provided by the Financial Times. The Financial Times has a combined paid print and digital circulation of over 1 million worldwide, with 36% of its audience being C-Suite and 62% business decision makers. This is the audience of decision makers that economic development professionals need to reach.
- Free access to **fDi Magazine**.
- Discounts on subscriptions to the **Financial Times**
- **Free access** to the annual report examining **FDI trends in North America**.
- **Substantially discounted subscription rates** for FT Forums online.

### GIS Planning Coverage



## Why GIS Planning?

Our economic development solutions are designed to offer proven tools and unique features to your end users and economic development organization:



### **More than 23 years of experience**

GIS Planning invented online data tools for corporate site selection in 1998, setting the industry standard. Our company was built by economic developers, so we understand your needs.



### **We are what's new. Discover for yourself**

We consistently set the industry bar for innovative technology: the first to feature infographics, the only ones to offer patented community search, integrated proposal generator and fully featured mobile responsive tools.



### **Gold standard customer service**

Clients have always appreciated our friendly and efficient service for implementation, technical & client support, marketing, training, and resources to promote your online tools for ongoing success.



### **Dynamic data with constant updates**

All our reports are dynamic and interactive, so users can analyze data directly in the tool. Sort criteria within reports, create custom clusters, modify radius and drive time or use pinpoint and free draw tools.



### **Multiple levels of analytics**

Three tiers of analytics empower you to better understand your website visitors' behavior, economic development search data, see which companies are on your website, what criteria they search for, and what they view.



### **Mobile friendly data tools (responsive)**

Our entire suite of products are mobile friendly **AND** fully featured, so you can count on your website visitors' satisfaction on whatever device they choose. Clients also appreciate the mobile-friendly admin system.



### **In-house design and programming**

GIS Planning is vertically integrated, which means clients can count on our professional team of in-house designers and programmers for a seamless user experience.



### **Part of the Financial Times**

GIS Planning is part of the FT Specialist Group, owned by the Financial Times. As the largest economic development services organization in the world, our expertise and resources ensure top-tier quality products.



### **Strategic Partnerships**

Strategic partnerships with industry leaders offer our clients tremendous advantages. Working with companies like Amazon, Google, Data-Axle, EMSI, Chmura, and others creates the best network for your economic development organization's success.



### **GIS Planning ecosystem**

Our software products work together beautifully driving pre-qualified leads back to your organization.





# GIS Planning Ecosystem

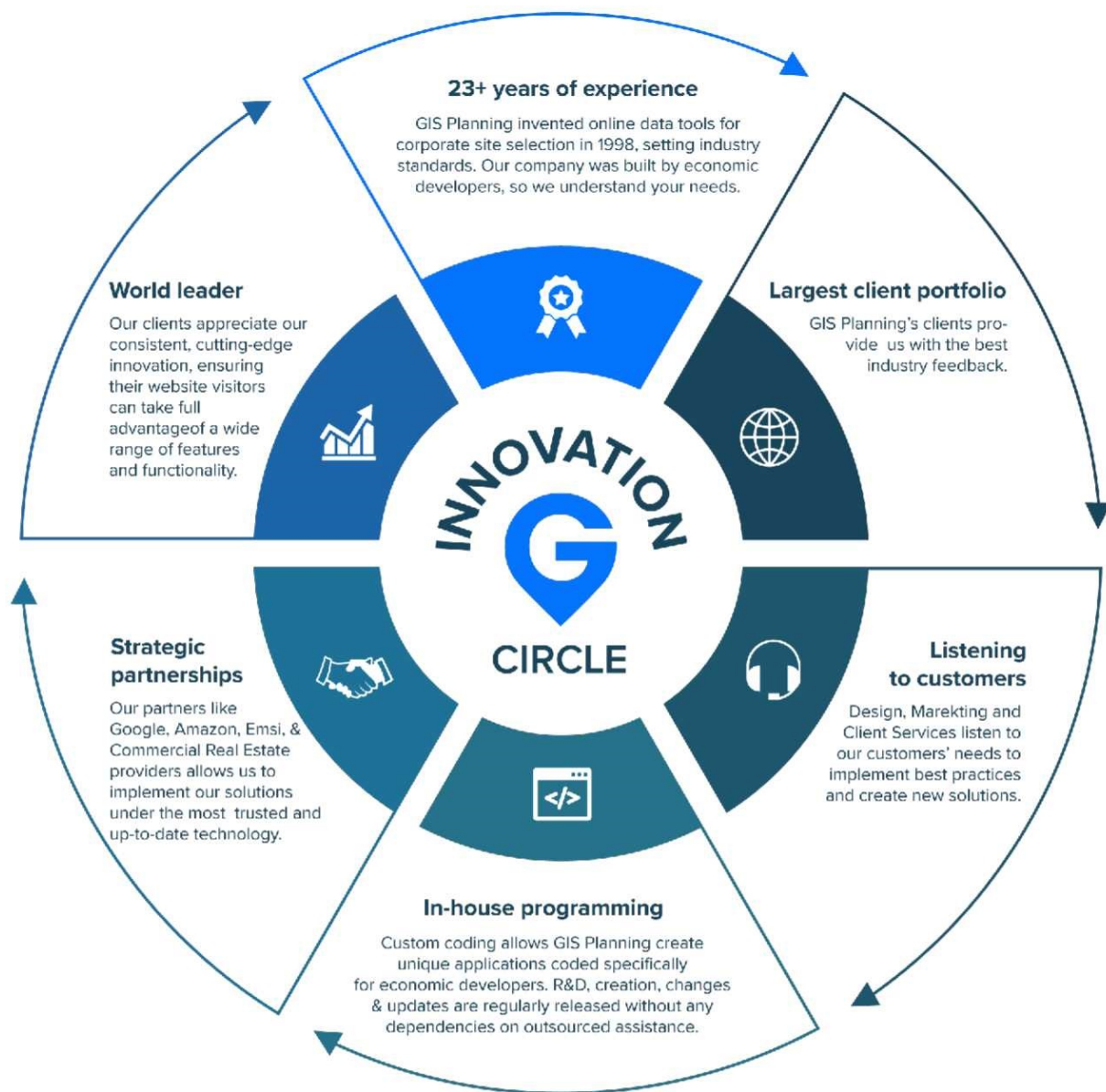
Our software products are powerful on their own but they can also complement each other beautifully to help you with the analysis and digital storytelling critical for economic development.

Add **ZoomTours** as custom tours in **ZoomProspector**, **ZoomOpportunity** or **ZoomBusiness** or, conversely, integrate data from those analytical tools into your virtual tours. Harness the power of **Intelligence Components** to slice and dice the engaging data visualizations on any website page. Combine any or all of these tools into an always-up-to-date, mobile responsive data **microsite template**, using your own logo, colors and branding.

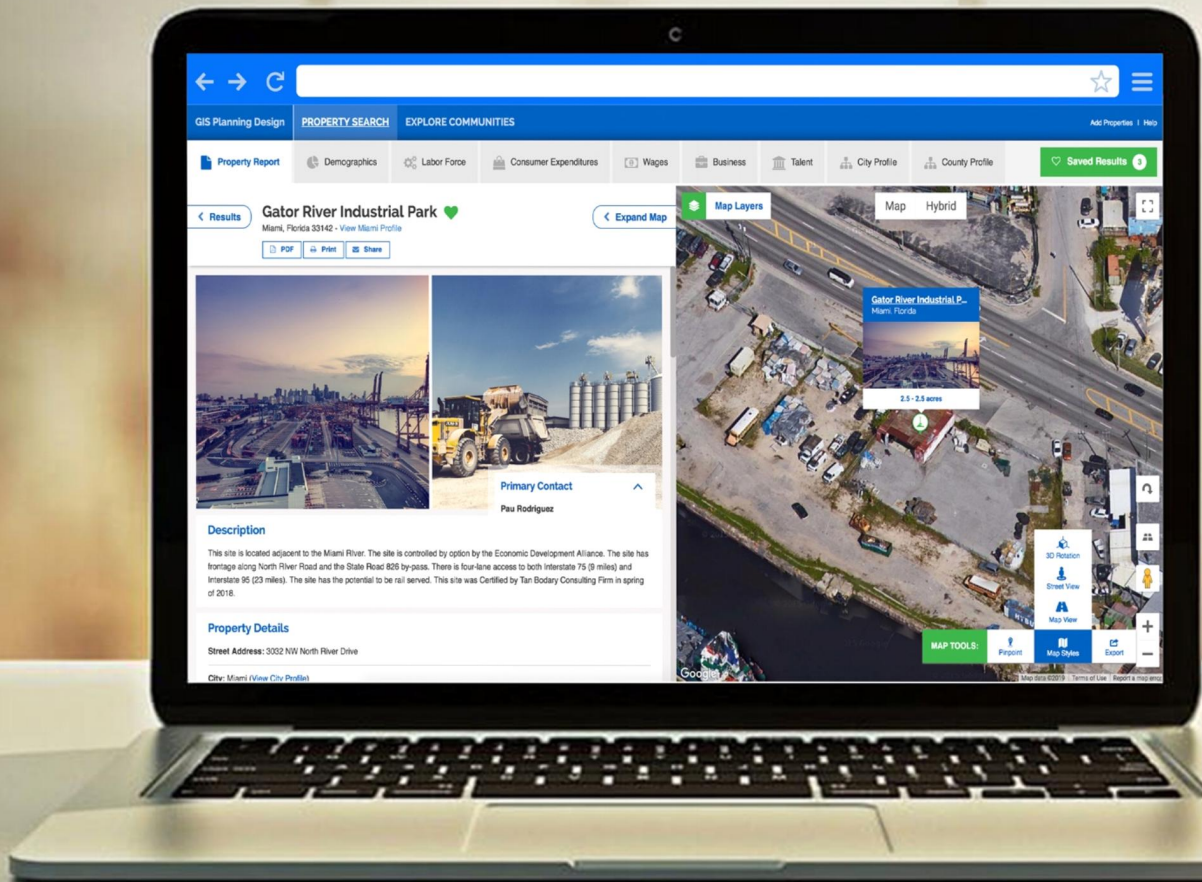


## GIS Planning Innovation Circle

At GIS Planning we are what's new. We consistently set the industry bar for innovation. GIS Planning defines best practices.







## ZoomProspector

ZoomProspector Enterprise edition offers an attractive, easy-to-use platform with the following features designed to help expanding businesses find locations within your community.

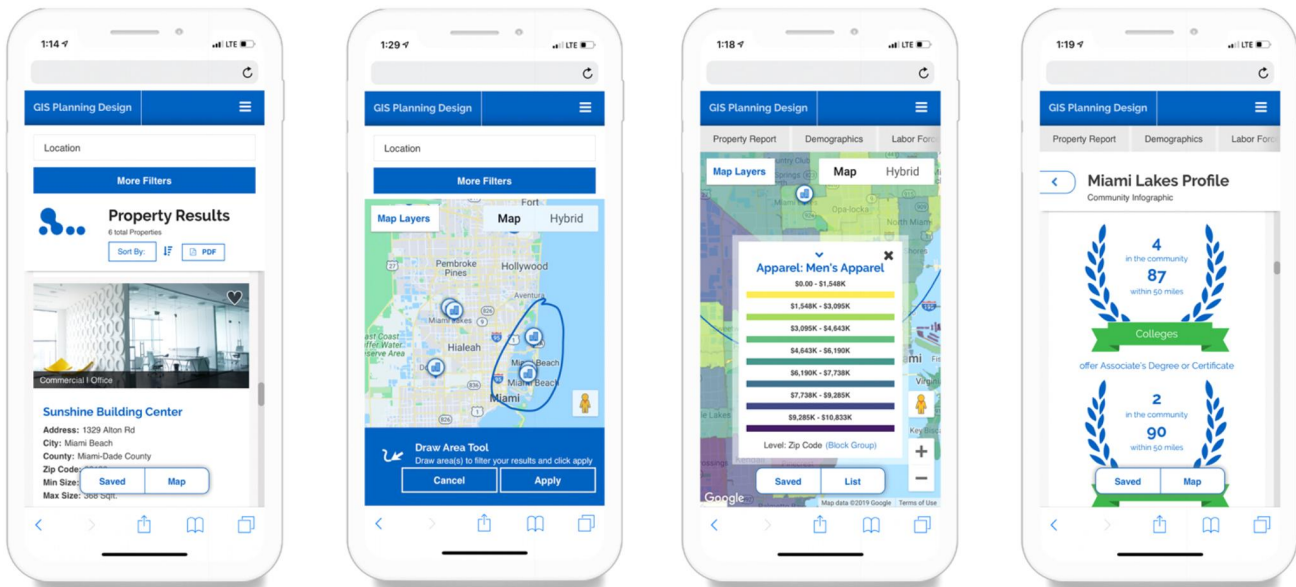
GISPlanning

ZoomProspector

## About ZoomProspector

GIS Planning's ZoomProspector application provides comprehensive information to help new, expanding and relocating businesses find the optimal location for success in your community. Using Geographic Information System (GIS) Software, our website applications provide access to in-depth information, including powerful real estate search, demographic and workforce analysis, industry reports, along with dynamic mapping tools. The applications are built upon proprietary GIS Planning and Google Maps technology, which offer state-of-the-art site selection analysis capabilities.

ZoomProspector Enterprise was the first online GIS corporate site selection tool introduced to the market in 1998; it has been the industry standard, continuously improved, updated and upgraded ever since.

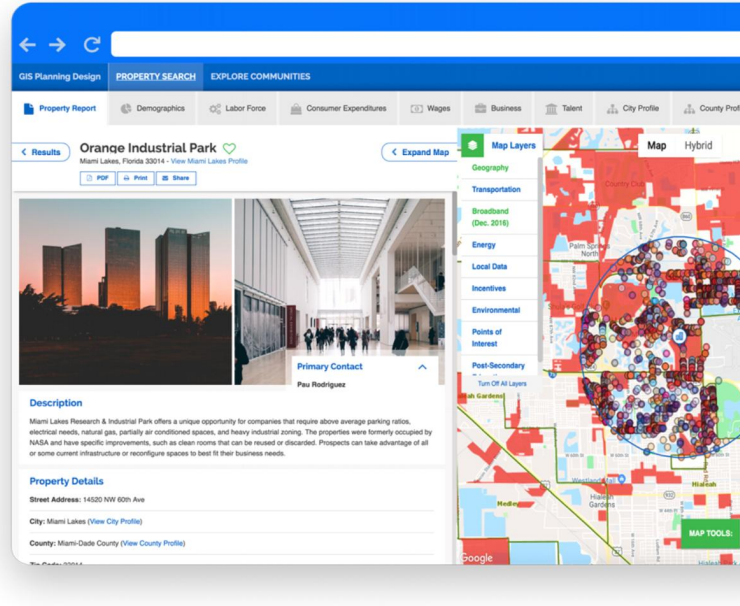


## Property Search

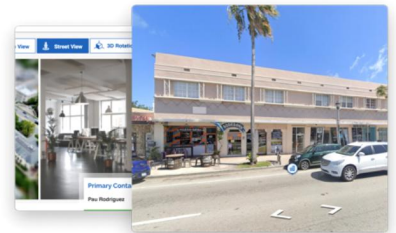
A searchable, point and click online database of available land and buildings based on a wide range of user-defined criteria, including “Keyword”. Building and land types can be customized as can additional community assets. We offer a range of customizable options to set up automated property data feeds for your region.

## Property Reports

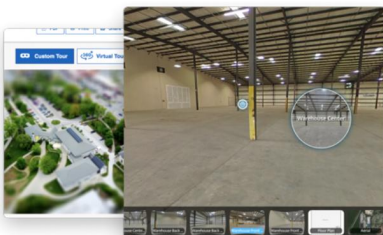
Generate presentation-quality property reports for available properties. Choose from hundreds of fields to enter data – only completed fields will display. Upload images and supporting documents.



360 VIRTUAL TOURS



STREET VIEW



CUSTOM TOURS



3D ROTATION



## 3D Rendering Building Simulation

We're proud to be the very first GIS company to make beautiful 3D renderings freely accessible to everyone researching your community. From here on in, you're no longer held back by a time-consuming, expensive process done only by professionals. Intuitive, creative interaction for all prospects - this is what true innovation looks like.



- 1 Begin by drawing the shape of your building.
- 2 Adjust your building's height. Choose a color to make it pop.
- 3 Bring the building to life with our design options.

GIS Planning Design | **PROPERTY SEARCH** | EXPLORE COMMUNITIES | COMPARE COMMUNITIES | Sign In/Add Properties | Help

Property Report | Occupation Data | Demographics | Labor Force | Consumer Expenditures | Wages | Business | Foreign Direct Investment | More | Saved Results 0

Back | **Grapefruit Plaza** | Miami Lakes, Florida 33014 - View City Profile | Expand Map

PDF | Print | Share

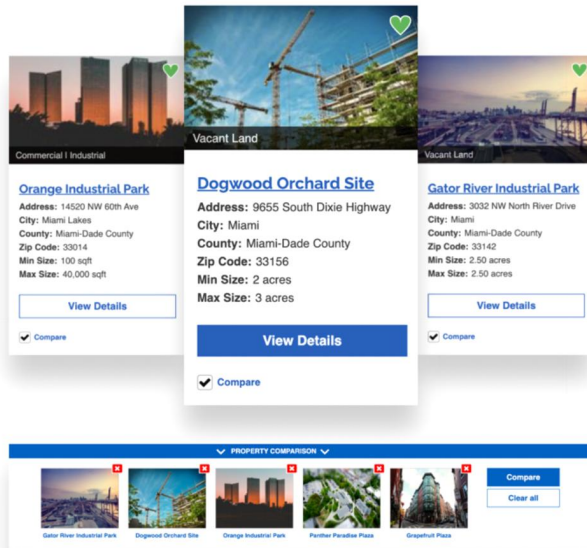
Virtual Tour | Map View | Street View | 3D Rotation | 3D Designs

3D Settings

- Height: 85 feet
- Approx. Area: 109,451 sqft
- Wall Color: No decoration, Brick, windows, people, **Green building**, Office and housing
- Exterior Design: **Green building**
- Extend Horizontal: [Slider]
- Extend Vertical: [Slider]

Contact Information





## See how different property options stack up

This one? Or that? It's never been easier to weigh the differences between the site and building options on your list. Select as many properties as you like for a side-by-side comparison of features in this mobile-friendly tool.

Site selectors and businesses making location decisions will typically have lists of potentially suitable properties once they've narrowed down their search to your location.

ZoomProspector's intuitive property comparison tool helps them see how their options stack up against each other with this convenient side-by-side analysis. See how the properties compare on relevant characteristics, click the images to view the full property reports, and take advantage of our many share options.

## Compare Properties

Choosing the right site or building requires a careful analysis of all available options. ZoomProspector ensures your website visitors can easily compare details from multiple listings at the same time.



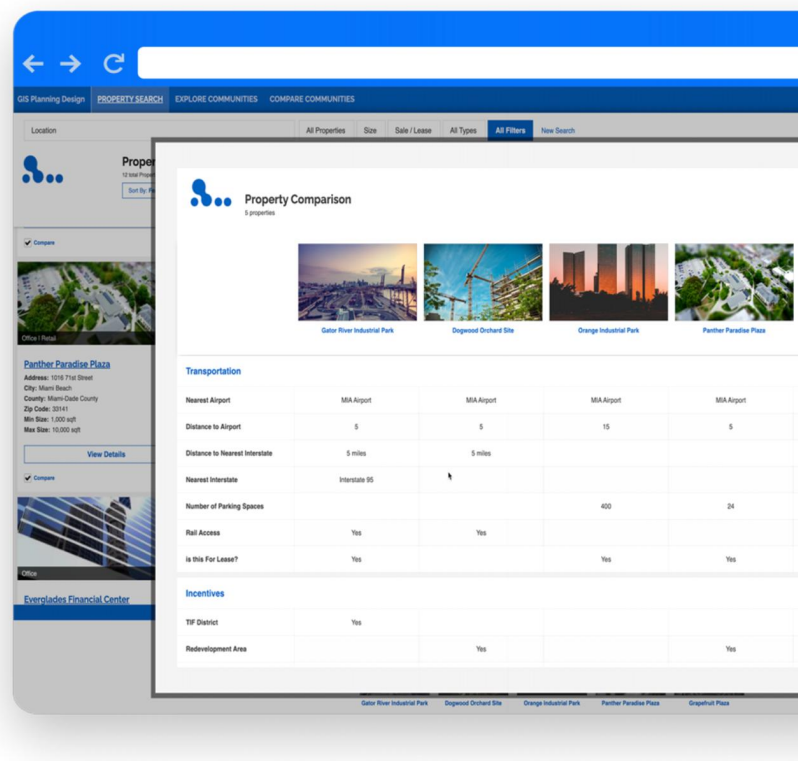
**SELECT PROPERTIES**

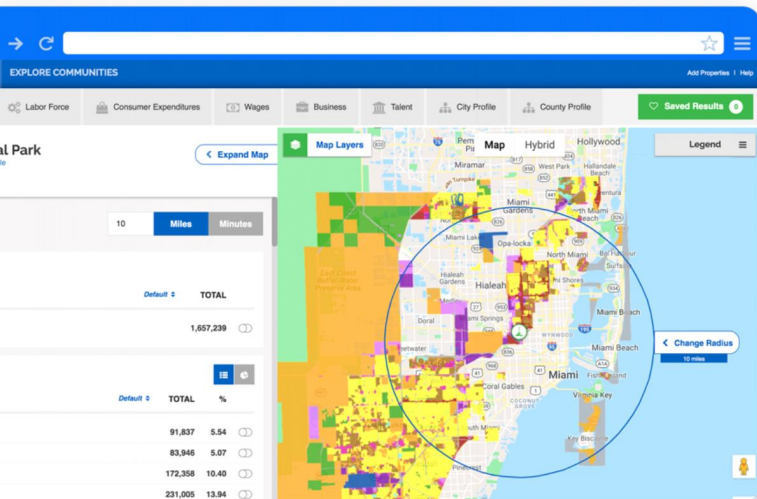


**COMPARE & ANALYSE**



**SHARE AND EXPORT**





## Create Custom Industry Clusters

Drill down into 6-digit NAICS codes to create custom clusters by toggling results on and off on the list. Generate, research, and share custom business maps. This is a unique feature available only from GIS Planning.

## Labor Force

Analyze and map robust workforce data on a wide range of variables. Labor force data is (provided by AGS), based on the latest Census and the American Community Survey. Sort labor force data as needed within reports.

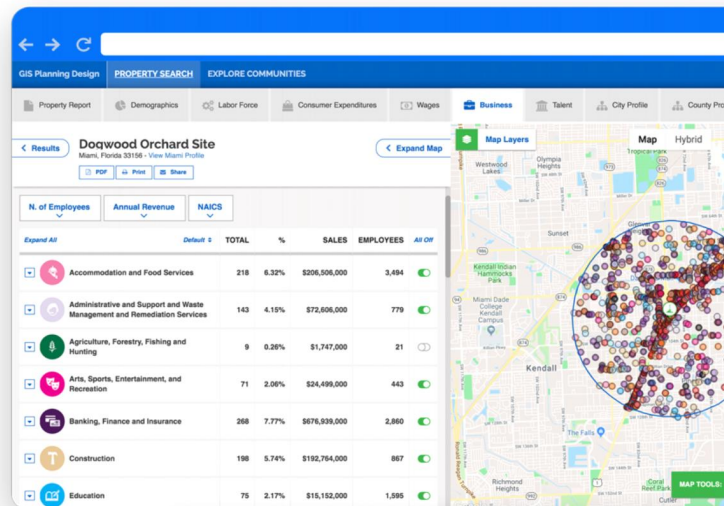
## Dynamic Reporting

Users can apply a range of filters to adjust results, and dynamically sort data within reports. Generate user-defined drive-time and radius analyses for complete overview of areas surrounding each property.

## Search Business

Search, map, and analyze businesses by type, number of employees and annual revenue, within a user-defined radius of the site of interest. Showcase potential suppliers and competitors. This is a unique feature available only with GIS Planning.

*\*We are the only GIS provider to update data in real time*



## More powerful data included

### Jobs EQ/EMSI

This data can be used to identify where jobs are growing and concentrated below the county level. ZIP code data helps researchers figure out the pockets of their cities—whether that's a 30-mile radius around a proposed site or a set of ZIP codes—that have specific types of skills and needs.

### ESRI Map Layers & ArcGIS Server

Transform data into maps and actionable information. Combine multiple data sources to make maps that are as smart as they are beautiful. ArcGIS supports industry and community standards to ensure inclusion of any dataset you have.



## Demographic Reports

Save/share demographic, consumer expenditure and labor force data (provided by AGS) within a user-defined distance or drive-time from selected sites. Reports are dynamic.

*\*Updated twice annually, we are the only GIS Provider to update more than once a year.*

## Talent Pool

This report, unique to GIS Planning, offers location-specific data about top degrees by institutions and field of study by radius, drive-time, city, county and metro area. View top institutions' degree production by number of graduates. Drill down within data sets to learn more, export graphs, link, email and social sharing options.

## Contact Form on Property Reports

Users can include a “contact form” at the top of each property report to reach out directly to the listing broker or economic development professional. This direct call to action makes it easy for investors to take their search to the next step.

## Save Reports to Custom Folders

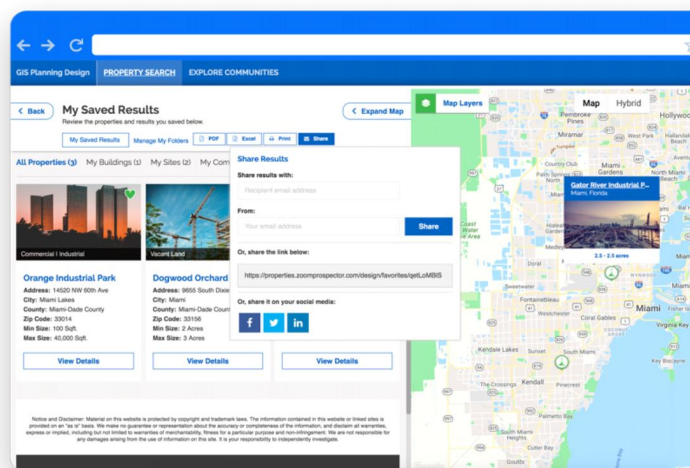
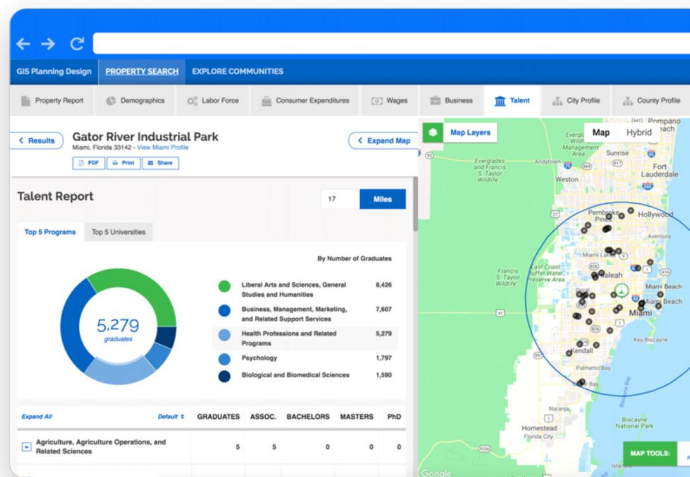
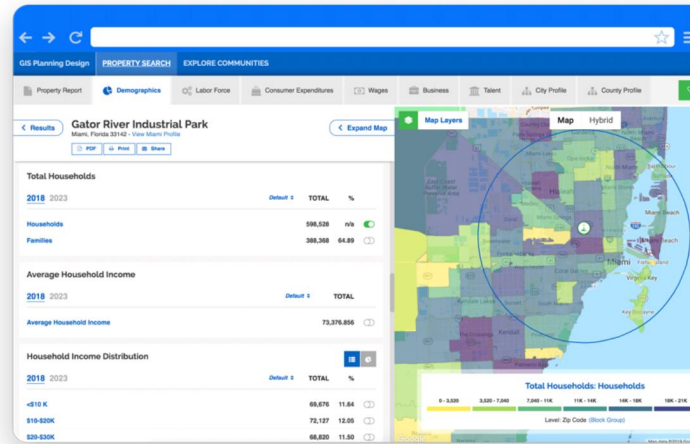
Easily save property reports to custom named folders which you create, for further analysis and sharing, without having to register or create login information.

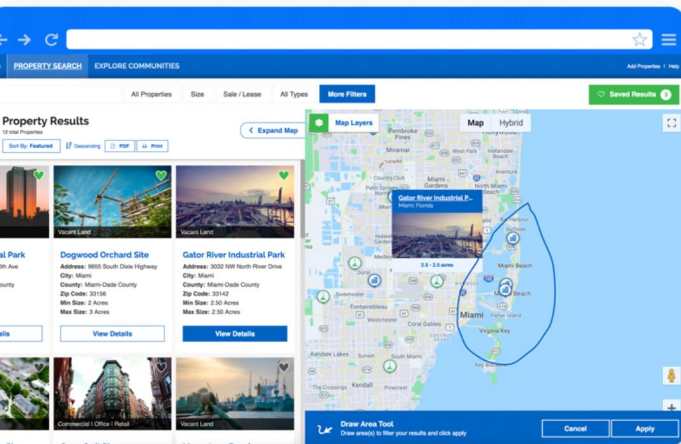
## Share Custom Links & Images

Sharing has never been easier. Export properties, reports, and custom maps with links, as images, in email, on social media, or as PDFs. Link sharing invites prospects back to your website for further analysis and engagement.

## Community Profile Infographics

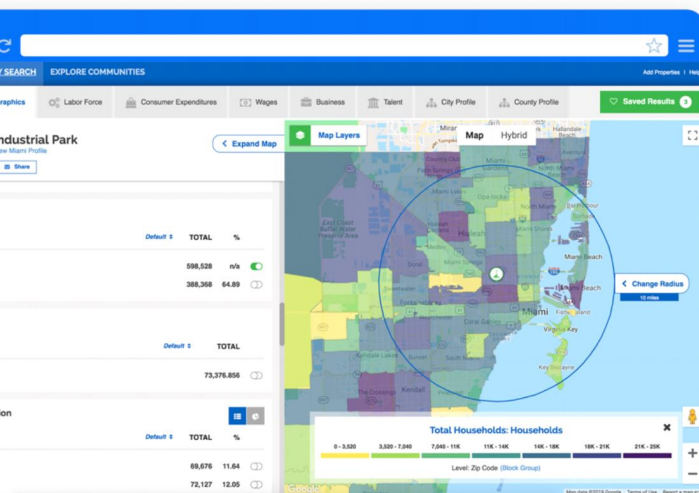
Engaging, interactive infographics offers a snapshot of key data points. Easy to share on social media as a whole or by thematic block. Unlike static infographics, these are always up-to-date because they are based on live data.





## Map Drawing Tools

It's never been easier to analyze data directly on the maps. The radius tool can be easily dragged to custom distances, with reports adjusting on the fly. Use the pinpoint or free draw tool to research specific, custom locations, and any points of reference. Maps produced with these tools can be easily shared with custom links.

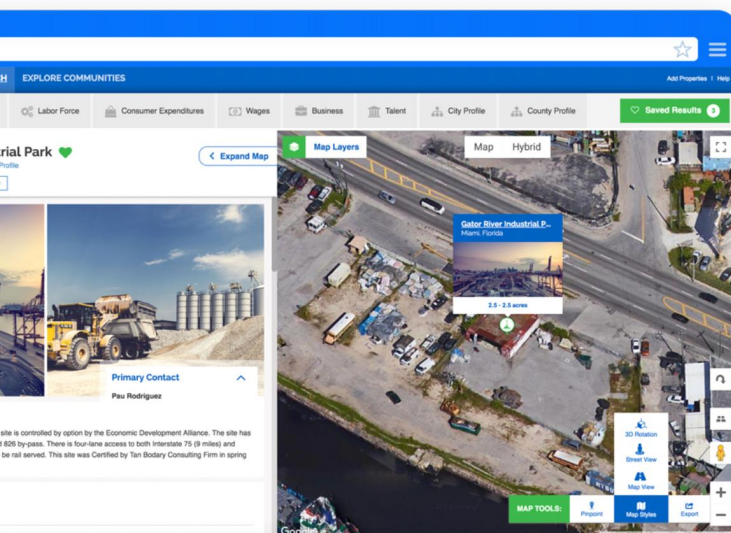


## Thematic Mapping

A visual display (also known as a "heat map") of 1,000+ variables by geography, allowing a visitor to identify optimal business locations at a glance. Thematic mapping makes it easier to convey complex data by representing it visually, dispersed across a map. Click on color blocks to see numbers represented or view it in the reports

## Map Display Options

View selected properties in a variety of ways with different map styles in the bottom right of your screen: conventional map, street view or 3D.



## Explore Communities

Select any community within a site's geography, view beautiful, interactive infographics for key data points and analyze reports. You can search for reports on cities, counties or custom regions.



## **Mobile Responsive**

Your website visitors will be able to access all features and functionality with complete confidence no matter what kind of device they are using. Unlike systems that omit maps on mobile devices or rely on static PDF reports, all maps on ZoomProspector Enterprise can be viewed and analyzed, and all reports can be shared directly from your smartphone or tablet.

## **Property Owner & Real Estate Broker Property Listing Web Page**

Password protected system for brokers to add, delete and update properties through a user-friendly web site.

## **Direct Data Feed Options**

We can connect to sources for property imports (such as large broker firms or regional MLS service). Multiple connections may be subject to additional charge. We have partnership arrangements with Catylist, REsimplifi, and SpaceList, among others, and can arrange direct RETS feeds from large brokerage firms in your area. (Note that some data sources may levy their own charges for this service.)

## **Mobile-friendly Administration Web Page**

Update and maintain property information, access analytics, learn more about your online data tool with our extensive, smart search Knowledge Base.

## **ZoomProspector Analytics**

Track the specific interests of website visitors with quantifiable metrics related to economic development, including number of searches of sites, buildings, communities and more.

## **Lead Gen ID**

Learn the name, location, industry and web URL of companies on your website and every click they make on ZoomProspector. You will also see their search variables and reports viewed.

## **Intelligence Components**

Our Full-Edition ZoomProspector Enterprise application includes the use of our six (6) online data tools, known as Intelligence Components, which can be embedded on any of your website pages. The six interactive research tools are: Demographics, Business Data, Talent, Smart Mapping, Compare Communities and Community Profile Infographics.

FEATURES	INCLUDED
FEATURES	
Property Search	YES
Explore Communities	YES
Compare Communities	YES
Property Report	YES
Compare Properties	YES
Demographic Report	YES
Occupation Data	YES
JobEQ / EMSI	YES
Labor Force Report	YES
Consumer Expenditures Report	YES
Wages Report	YES
Business Search	YES
Industry Mapping	YES
Custom Industry Cluster (6-digit NAICS)	YES
Talent Pool Reports	YES
Community Profile Infographics	YES
Interactive Map & Map Drawing Tools	YES
3D Rendering Building Simulation	YES
Thematic Mapping	YES
ESRI / Local Map Layers	YES
ArcGIS Server connection	YES
Radius and Drive Time Analyses	YES
Analysis by an Address	YES
Pinpoint Report Generator	YES
Custom Save Folders	YES
PDFs, EXCEL, Print Exports	YES
Sharable Options	YES
Mobile Responsive	YES

<b>WEBSITE</b>	
Embed	<b>YES</b>
Microsite*	<b>Optional</b>
Custom URL	<b>YES</b>
Custom Banner and Color	<b>YES</b>
Lead Gen ID -Analytics	<b>YES</b>
<b>ADMINISTRATION</b>	
Property Administration	<b>YES</b>
Proposal Generator	<b>YES</b>
RFP Manager	<b>YES</b>
Custom Property Variables	<b>YES</b>
One Property Data Feed or Import	<b>YES</b>
Knowledge Base & Help Center	<b>YES</b>
<b>MARKETING</b>	
Marketing Implementation Plan	<b>YES</b>
Access to Marketing Articles	<b>YES</b>
Promotions, collateral, and ideas to promote your application	<b>YES</b>

*\*This is an optional feature and has an additional annual investment*



# Investment Options

ITEM DESCRIPTION	TOTAL
ZoomProspector Enterprise License with Google Maps	<b>\$5,000</b>

ADDITIONAL OPTIONS	TOTAL
Annual Renewal (w 3% increase)	<b>\$5,150</b>
3 Year Term (no annual increase during term)	<b>\$5,000</b>



Haley Bowers  
La Porte, TX

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	Commercial Building & Site Data Subscription   Complete	1	\$5,000
1. Client will be billed annually		Total Annual Charge	\$5,000

1. Client will be billed annually
2. Charges shall be paid via credit card, bank draft, or check
3. Customer agrees to the terms of the REsimplifiMaster Subscription which is attached to this purchase order.
4. Order start date shall be Feb 1, 2024 and shall be for a period of 3 years.  
Payment will be due on Feb 1st of each year.
5. Client gives REsimplifi the right to use name and logo in marketing materials.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# REsimplifi Master Subscription Agreement

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THIS MASTER SUBSCRIPTION AGREEMENT ("**AGREEMENT**") GOVERNS YOUR PURCHASE AND ONGOING USE OF THE REsimplifi® SOFTWARE SERVICES PROVIDED BY RESIMPLIFI, INC. ("RESIMPLIFI").

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement is effective between You and Us as of the date You accept this Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## DEFINITIONS

**"Affiliate"** means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Malicious Code"** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

**"Non-RESIMPLIFI Applications"** means online applications and services and offline software products that are provided by entities or individuals other than Us, and that interoperate with the Services.

**"Order Forms"** means the documents for placing orders hereunder that are entered into between You and Us or any of our respective Affiliates from time to time, including addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of

this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference.

**"Purchased Services"** means Services that You or Your Affiliates purchase under an Order Form, as distinguished from those provided pursuant to a free trial.

**"Services"** means the products and services that are ordered by You under an Order Form and made available by Us online via the customer login link at [www.resimplifi.com](http://www.resimplifi.com) and/or other web pages designated by Us, including associated offline components. "Services" exclude Non-RESIMPLIFI Applications.

**"User Guide"** means the any user guide for the Services or any instructional information regarding the product given to You by Us including information located on [www.resimplifi.com](http://www.resimplifi.com), as updated from time to time.

**"Users"** means individuals who are authorized by You to use the Services, for whom subscriptions to a Service has been ordered, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

**"We", "Us", or "Our"** means RESimplifi, Inc. as more fully described in Section 12 (Who You Are Contracting With, Notices, Governing Law and Arbitration).

**"You" or "Your"** means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

**"Customer" or "Client"** means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

**"Your Data"** means all electronic data or information submitted by You to the Purchased Services.

# 1. SERVICES

**1.1 Provision of Purchased Services.** We shall make the Purchased Services available to You pursuant to this Agreement and the applicable Order Forms during each subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

**1.2 Data Subscriptions.** Unless otherwise specified in the applicable Order Form, (i) Purchased Services are purchased as subscriptions and may be accessed by no more than the specified and purchasing entity, (ii) additional data subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added data subscription shall terminate on the same date as the pre-existing subscriptions. Data subscriptions are for designated Users only and cannot be shared or used by



more than these Users, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Purchased Services.

**1.3 Our Responsibilities.** We shall: (i) provide basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

**1.4 Our Protection of Your Data.** We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with the "Confidentiality: Compelled Disclosure" section below or as expressly permitted in writing by You, or (c) access Your Data except to provide the Purchased Services and prevent or address service or technical problems, or at Your request in connection with customer support matters. You acknowledge and agree that Your Data will be hosted and stored by Google.

**1.5 Your Responsibilities.** You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

## 2. NON-RESIMPLIFI PROVIDERS

**2.1 Non-RESIMPLIFI Applications and Your Data.** If You install or enable Non-RESIMPLIFI Applications for use with Services, You acknowledge that We may allow providers of those Non-RESIMPLIFI Applications to access Your Data as required for the interoperation and support of such Non-RESIMPLIFI Applications with the Services. We shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Non-RESIMPLIFI Application providers. The Services shall allow You to restrict such access by restricting Users from installing or enabling such Non-RESIMPLIFI Applications for use with the Services.

**2.2 Integration with Non-RESIMPLIFI Applications.** The Services may contain features designed to interoperate with Non-RESIMPLIFI Applications. To use such features, You may be required to obtain access to such Non-RESIMPLIFI Applications from their providers. If the provider of any such Non-RESIMPLIFI Application ceases to make the Non-RESIMPLIFI Application available for interoperation with the corresponding Services features on reasonable terms, We may cease providing such Services features without entitling You to any refund, credit, or other compensation.

## 3. FEES & PAYMENT FOR PURCHASED SERVICES



**3.3 User Fees.** You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form.

**3.4 Invoicing and Payment.** Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

**3.5 Overdue Charges.** If any amounts invoiced hereunder are not received by Us by the due date, then at Our discretion. We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above.

**3.6 Suspension of Service.** If any charge owing by You is 30 days or more overdue, We may, without limiting Our other rights and remedies, suspend Services until such amounts are paid in full, provided We have given You 10 or more days' prior notice that Your account is overdue in accordance with the "Notices" section below.

**Payment Disputes.** We shall not exercise Our rights under the "Overdue Charges" or "Suspension of Service" sections above if You are disputing the applicable charges reasonably and in good faith and cooperating diligently to resolve the dispute.

**3.7 Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

## 4. PROPRIETARY RIGHTS

**4.1 Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, and all modifications and improvements thereto, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

**4.2 Restrictions.** You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for its own internal business purposes, (iv) reverse engineer the Services, or

(v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

**4.3 Your Applications and Code.** You, a third party acting on Your behalf, or a User may create applications or program code using the Services as permitted in the User Guide. In such cases, You authorize Us and Our service providers to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

**Your Data.** Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

**4.4 Suggestions.** We shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

**4.5 Federal Government End Use Provisions.** We provide the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with US to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

## 5. CONFIDENTIALITY

**5.1 Definition of Confidential Information.** As used herein, “**Confidential Information**” means all confidential information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

**5.2 Protection of Confidential Information.** The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees, contractors and agents who need such access for purposes

Consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and accountants without the other party's prior written consent.

**5.3 Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

## 6. WARRANTIES, EXCLUSIVE REMEDIES, & DISCLAIMERS

**6.1 Our Warranties.** We warrant that (i) we have validly entered into this Agreement and have the legal power to do so, (ii) the Purchased Services shall perform materially in accordance with the User Guide, (iii) subject to the "Integration with Non-RESIMPLIFI Applications" section above, the functionality of the Purchased Services will not be materially decreased during a subscription term, and (iv) the Purchased Services will not transmit Malicious Code to You, provided it is not a breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in the "Termination for Cause" and "Refund or Payment upon Termination" sections below.

**6.2 Your Warranties.** You warrant that You have validly entered into this Agreement and have the legal power to do so.

**6.3 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**6.4 Non-GA Services.** From time to time We may invite You to try, at no charge, Our products or services that are not generally available to Our customers ("**Non-GA Services**"). You may accept or decline any such trial in Your sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. Non-GA Services are not considered "Services" hereunder and are provided "AS IS" with no express or implied warranty. We may discontinue Non-GA Services at any time in Our sole discretion and may never make them generally available.

## 7. MUTUAL INDEMNIFICATION

**7.1 Indemnification by Us.** We shall defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the use of the Purchased Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "**Claim Against You**"), and shall indemnify You for any damages, attorney fees and costs finally

awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You, (b) gives Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability), and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Purchased Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Purchased Services so that they no longer infringe or misappropriate, without breaching Our warranties under “Our Warranties” above, (ii) obtain a license for Your continued use of the Purchased Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 30 days’ written notice and refund You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

**7.2 Indemnification by You.** You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a “**Claim Against Us**”), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, and for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability), and (c) provide to You all reasonable assistance, at Your expense.

**7.3 Exclusive Remedy.** This “Mutual Indemnification” section states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any type of claim described in this section.

## 8. LIMITATION OF LIABILITY

**8.1 Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY’S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY. THE FOREGOING LIMIT SHALL NOT APPLY TO YOUR PAYMENT OBLIGATIONS UNDER THE “FEES AND PAYMENT FOR PURCHASED SERVICES” SECTION ABOVE.

**8.2 Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW

## 9. TERM AND TERMINATION

**9.1 Term of Agreement.** This Agreement commences on the Effective Date and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated and shall automatically renew for a period of one year unless otherwise notified in writing.

**9.2 Term of User Subscriptions.** User subscriptions for Purchased Services commence on the start date specified in the applicable Order Form and continue for a period of one year.

**Termination for Cause.** A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**9.3 Refund or Payment upon Termination.** Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

**9.4 Return of Your Data.** Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

**9.5 Surviving Provisions.** The sections titled "Fees and Payment for Purchased Services," "Proprietary Rights," "Confidentiality," "Warranties and Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Return of Your Data," "Surviving Provisions," ("Who You Are Contracting With, Notices, Governing Law and Arbitration," and "General Provisions" shall survive any termination or expiration of this Agreement.

## 10. WHO YOU ARE CONTRACTING WITH, NOTICES & ARBITRATION

**10.1 General.** Who You are contracting with under this Agreement, who You should direct notices to under this Agreement, what law will apply in any dispute arising out of or in connection with this Agreement, and where and how such disputes will be resolved, depend on where You are domiciled.

If you are domiciled in:	You are contracting with:	Notices should be addressed to:	The governing law is:	Disputes will be resolved by:
Any Country in the World	REsimplifi, Inc. 1721 Saunders Street Columbia, SC 29201	Henry Moore 1721 Saunders Street Columbia, SC 29201	The law of the state of South Carolina and controlling United States federal law (Based on the location of the Customer)	Binding arbitration in Court of Law in Richland County, SC (Based on the location of the Customer)

**10.2 Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to You shall be addressed to the system administrator designated by You for Your relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by You. Notices to Us shall be addressed as set forth in Section 10.1 above.

**10.3 Agreement to Governing Law.** Each party agrees to the applicable governing law set forth in Section 10.1 above without regard to choice or conflicts of law rules, the United Nations Convention on the International Sale of Goods, or the Uniform Computer Information Transactions Act.

## 11. GENERAL PROVISIONS

**11.1 Export Compliance.** The Services, other Our technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

**11.2 Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from the other party's employee or agent in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If a party learns of any violation of the above restriction, it will use reasonable efforts to promptly notify the other party's Legal Department.

**11.3 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**11.4 No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement. No person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

**11.5 Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

**11.6 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**11.7 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**11.8 Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or in any other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

**11.9 Counterparts.** This Agreement may be executed by facsimile and in counterparts, which taken together shall form one



12/14/2023

Haley Bowers

Subject: Syndicated Commercial Property Data | La Porte, TX

Haley,

We are pleased to submit this proposal for data access and licensing to support your location analysis needs. Specific items addressed are noted within the Scope of Work on the following pages. Our team has experience providing commercial real estate property data for commercial real estate, economic development, and GIS site selection providers. We currently serve approx. 385 communities across the US, most recently winning the State of Georgia and the State of Maryland, and are thrilled to have the chance to partner with you.

We at Resimplifi are confident that we can provide accurate and up to date data in your customer markets. I believe you will enjoy working with our team. We will put in every effort to accurately reflect the commercial real estate availabilities within your target geographies.

We look forward to serving your data needs and are open to any ideas that you may have.

Kindest Regards,

Matthew Francis

Resimplifi, Inc





# Resimplifi®

Price good through Jan 31, 2024

## I. Resimplifi® platform annual plan

*Each Resimplifi® market is defined by the geographic parameters set forth by the Client. Each commercial listing is determined based on it being published on-line and considered to be public information, as a commercial real estate property being available for sale or lease during that property's time of discovery. Resimplifi, Inc., at its sole discretion, has the right to determine whether a commercial real estate property listing is considered to be public information. Resimplifi will use automation and analyst to collect this data and manage the accuracy and quality over the term of each agreement.*

### **Data included in Resimplifi® CRE Property Data**

***Resimplifi researches and manages property listing data exclusively for economic development. It is our focus and primary business which enables us to serve our clients free of conflict and complication.***

*CRE Listing Data shall be collected and managed for accuracy over the term of the subscription for those properties listed as available for sale or lease within the client's defined target market. User-owned properties or other off-market properties (those available for sale by owner) made available to Resimplifi by the client shall be included in this service and also displayed on-line. License shall be made available for data to be published on-line to your site selection application via API.*

*Specifics of the data provided shall include:*

*Physical Locations with transaction status (For Sale, For Lease, For Sale & Lease)*

*Physical Address of properties available for sale, for lease*

*Unique log-in and license to resimplifi.com for parcel data including ownership information and parcel details for each EDO member (client).*

*Active Commercial Real Estate Company and Brokerage Profiles*

*Monthly update summary and overview of commercial real estate property listings broken down by New Listings and Removed (Expired/ Transacted) Listings*

*Online Activity Dashboard for EDO clients*



### ***Resimplifi® Application Terms and Conditions***

*Resimplifi® is a data provider that includes web-based commercial real estate property data. The Resimplifi® service includes continuous and ongoing management of the data so long as the agreement is in place.*

*In addition, Resimplifi® offers a subscription service that includes at least one login per organization. The login is good for home and mobile use, but our terms require that the login is not shared outside of the organization. For annual plans, unless Resimplifi, Inc is notified 30 days prior to renewal date, the subscription service automatically is renewed each year on the anniversary date. Resimplifi® has the right to modify pricing structure at renewal.*

*RESIMPLIFI, INC DOES NOT MAKE ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY OF ANY DATA OR INFORMATION GATHERED OR PROVIDED USING THE RESIMPLIFI® PRODUCT AND SERVICES AND SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES DUE TO ANY ACTION TAKEN OR NOT TAKEN BY CLIENT AS A RESULT OF ANY DATA OR INFORMATION GATHERED USING THE RESIMPLIFI® PRODUCT.*

*Should Resimplifi, Inc be sold in whole or in part, the Client agrees that this contract shall remain intact with the new business and or new product owner.*

### ***Resimplifi® Application Consent and Privacy***

*For login and password creation at Resimplifi® - In submitting the form to create a password for Resimplifi®, the client agrees to their details are being used for the purposes of payment and / or login creation and this information will only be accessed for purposes of billing and site access. The client's data will not be shared to third parties for any purposes other than payment processing.*

## **II. General**

*Resimplifi, Inc agrees to keep the data in Resimplifi® up to date and incorporate new locations located within the client's defined target market.*

*Terms of contract are the sole knowledge of Resimplifi® and The Client and may not be discussed generally nor specifically with a third party.*



## II. Pricing

*The estimated population for the requested region is as follows:*

1. *La Porte, TX: 36,000*

*We have one potential option that we believe can accommodate you.*

### ***Resimplifi Complete***

*Resimplifi Complete is the most exhaustive and researched commercial real estate property data available for economic development. The baseline data would constitute our Resimplifi Ready listings. This data would be made available immediately. Our team would then begin supplementing this data with a full market review. The market review would begin by researching any on-line potential listings within the municipalities served. We include local development projects or For Sale by Owner Properties provided by the Client. Listings collected through Resimplifi Technology will be updated weekly whereas listing collected via the Resimplifi Research Team (manual) will be updated monthly. Data can be supplemented by the client or participating brokerage communities through on-line submission.*

***List Price: \$5,000***

**Resimplifi Premium Property Records, National Listings, and Economic Development Update Dashboard are available to all members of your research team for all of the Resimplifi Data Products.**