

**Notice of Regular Meeting
AGENDA**

June 14, 2022 at 6:00 PM

NOTICE IS HEREBY GIVEN that a Meeting of the Montgomery City Council will be held on **Tuesday, June 14, 2022, at 6:00 PM** at the City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas.

Members of the public may view the meeting live on the City's website www.montgomerytexas.gov under Agenda/Minutes and then select **Live Stream Page (located at the top of the page)**. The Meeting Agenda Pack will be posted online at www.montgomerytexas.gov. The meeting will be recorded and uploaded to the City's website.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO FLAGS

VISITOR/CITIZENS FORUM:

Citizens are invited to speak for three (3) minutes on matters relating to City Government that relate to agenda or non-agenda items. Prior to speaking, each speaker must be recognized by the Presiding Officer. All speakers should approach the podium to address Council and give their name and address before sharing their comments. City Council may not discuss or take any action on an item, but may place the issue on a future agenda.

CONSENT AGENDA:

- 1.** Approval of the following:
Special Called City Council meeting minutes 05-31-2022.
- 2.** Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and 1000 Foster Drive, LLC for a proposed multi-family residential project (Dev. No. 2206).
- 3.** Consideration and possible action on authorizing the Interim City Administrator to approve expenses for repairs and painting of the Arnold-Simonton House at Fernland Park.

CONSIDERATION AND POSSIBLE ACTION:

- 4.** Consideration and possible action regarding a request to demolish a portion of a structure at 504 Caroline Street located in the Historic Preservation District.
- 5.** Discussion on emergency expenditure to add surge/lightning protection to Water Well 3 electrical service in the amount of \$14,200.00.
- 6.** Consideration and possible action regarding approval of the Certificate of Acceptance of the Downtown Waterline Replacement project.
- 7.** Discussion and possible action authorizing city staff and consultants to coordinate with Pulte Homes of Texas regarding proposed Development, Annexation, and Consent to Creation of a Special Purpose District Agreements for a proposed 80-acre single-family residential development (Dev. No. 2203).

- 8.** Consideration and possible action on the following Ordinance: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS GRANTING TO ENTERGY TEXAS, INC. THE RIGHT, PRIVILEGE AND FRANCHISE TO CONDUCT WITHIN THE CITY AN ELECTRICAL LIGHTING AND POWER BUSINESS; PROVIDING AN EFFECTIVE DATE UPON ACCEPTANCE IN WRITING BY ENTERGY TEXAS, INC.
- 9.** Consideration and possible action regarding calling a Public Hearing on a request to place a HUD-code manufactured home at 15329 Liberty Street, Montgomery, Texas.
- 10.** Consideration and possible action on a MEDC budget amendment.
- 11.** Cost of Living Adjustment (COLA) as approved by City Council 04-18-2022
- 12.** Discussion and possible action on the proposals submitted for the City Administrator recruitment.

EXECUTIVE SESSION:

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

POSSIBLE ACTION FROM EXECUTIVE SESSION:

1. 551.072 Real Property
2. 551.074 Personnel Matters

COUNCIL INQUIRY:

Pursuant to Texas Government Code Sect. 551.042 the Mayor and Council Members may inquire about a subject not specifically listed on this Agenda. Responses are limited to the recitation of existing policy or a statement of specific factual information given in response to the inquiry. Any deliberation or decision shall be limited to a proposal to place on the agenda of a future meeting.

ADJOURNMENT

Nici Browe, City Secretary

I certify that the attached notice of meeting was posted on the bulletin board at City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas, on June 10, 2022 at 4:45 p.m. I further certify that the following news media was notified of this meeting as stated above: The Courier

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

**MINUTES OF SPECIAL MEETING OF
MONTGOMERY CITY COUNCIL
May 31, 2022, at 6:00 PM**

CALL TO ORDER

Mayor Byron Sanford called the meeting to order at 6:00 p.m.

Present:	Byron Sanford	Mayor
	Carol Langley	City Council Place #1
	Casey Olson	City Council Place #2
	T.J. Wilkerson	City Council Place #3
	Cheryl Fox	City Council Place #4
	<i>Vacant</i>	City Council Place #5

Also Present:	Dave McCorquodale	Assistant City Administrator& Planning Development
	Nici Browe	City Secretary & Director of Administrative Services
	Alan Petrov	City Attorney

INVOCATION

Mayor Pro Tem T.J. Wilkerson provided the Invocation.

PLEDGE OF ALLEGIANCE TO FLAGS

VISITOR/CITIZENS FORUM:

Twenty-two members of the public submitted requests to talk on item #2

Mayor Byron Sanford stated that they would proceed with item 2 and discuss item 1 in executive session.

2. **AN RESOLUTION OF THE CITY OF MONTGOMERY, TEXAS, ENACTING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, AUTHORIZATION, AND APPROVALS NECESSARY FOR PERMITS GRANTED UNDER CHAPTER 64 OF THE MONTGOMERY CODE OF ORDINANCES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE**

Annette Smith spoke to Mayor and Council providing support to the Montgomery teen Jacob Irwin. Ms. Smith explained that she bought Panda Express to the city and is an advocate for many charities, businesses and citizens within the community. She went on to state that there are rule and regulations in place, on the books already, for permits that have been paid for and just waiting on issuance. Moving the line and seeking a moratorium is not necessary or ethical.

Rick Ornelas stated that he and his family have been residents since 2009 and have seen substantial growth in business and the city as a whole. Some of the businesses didn't make it, the good ones stayed. With growth comes infrastructure changes, and changes overall, what has not changed is the dreams and aspirations of our young people. At the age of 14 Jacob was already dreaming of opening a business. Mr. Ornelas provided council with facts that research has showed that Generation Z, of which Jacob is part of are the most entrepreneurial EVER, also research has shown that Generation Z about two thirds of them believe they can make an impact on this world with change for the better. He has provided service to the community and wants to do so in this food truck.

Kristi O'Connell stated that she is extremely loved in the community as he always provides service to others, he is an incredible young man, he knows how to handle customers, both good and bad. He worked at wedding venues, and the support from his family, who would show up to pick up at midnight from events, to make sure everything is done safely. She went on to say she is so immensely proud of him and is urging Council to do the right thing.

Brad Otterson stated that he is from Magnolia, however, has been keeping up with goings on at the City of Montgomery. The community spirit, the care and support for one another is what stood out, after Hurricane Harvey this community is home, and they love the area. Mr. Otterson went on to say that this is where we live and to have one of our own at such a youthful age standing out wanting to make a difference, is exactly why this permit should be granted and he stands in support of it, to not grant it is not Texan.

Julie Davis spoke to city council and stated that the current ordinance as it exists states that a decision should be made within 10 days of submission, therefore, council you are in breach of your own ordinance. She went on to say that the ordinance dictates that if the application meets all the submission requirements and adheres to the ordinance governing mobile food vendors, that there should be no cause for denial. It is not right to move the line during the time of a pending application, this meeting is just another tactic to move the line. The city is fortunate that they are not being sued. With regards to the Historic District, the city does not have a designated Historic regulation. Why shut it down, why shut anything, when will council draw the line.

Juanita Simmons stated that during the last sixty days she has been visiting with a lot of the business and residents. Right now, the consensus is that the City does not care about them, they have provided me with a list of things that they need or have asked to be done. The elected officials need to listen to the businesses we are not in good standing with TXDot, The County Judge or County Commissioners, don't kill the small business, we have had numerous complaints about the code enforcement writing tickets.

Bill Clevenger stated that he is not coming in here being harsh, he is coming in here to tell the elected officials about the response he has gotten since the young man Jacob Irving contacted him about his idea about carrying on his grandfather's legacy. He went on to explain that in today's day and age you would be hard pressed to find a young man seeking to do good for himself and the community and urged council not to kill the spirit. Mr. Clevenger stated he had been told that one of the concerns that Mayor Sanford had when this was first introduced was safety. He stated that he will make sure to do everything that is supposed to be done to ensure that no pedestrian will be hurt or hit by a vehicle. He went on to say he has spoken with Mr. Cronin and to allow the flow of traffic coming they will work together.

Michelle Irving spoke to Council and stated that since he was 9 months old Jacob has shown tenacity, and now at 16 years old he is working hard to provide to the community he lives in, and he worked hard following all of the rules that were given him, but nothing was done until today when the email/call from the mayor about the moratorium. She wants to address three things in regard to this.

1. As of close of business today, the ten days expire, you cashed his fee therefore, you are now outside of your legal bounds. To pull the rug out from under him like this is shameful.
2. We are looking around at the City of Montgomery and the cost of a brick-and-mortar business is so very expensive, and the local economy and drive indicates that food trucks are on the rise.
3. She is respectfully requesting that the council does the right thing and takes the right path. You could issue him the permit, and work on this ordinance.

Jacob Irving stated he is here again to go over his application, his intentions and that it is his desire to keep the pop pop dandy dog alive, he went on to state he had the idea with then intent to drive revenue into his hometown. He was shocked when the mayor called him and told him about the Moratorium, its spirit breaking and seems to show that council is anti-business.

Jacob added that he maintains all of his grades, works two jobs and this business venture is the catalyst for his dedication to going above and beyond. The issue before was safety, now it's a moratorium and to do this two weeks before opening is harsh.

The public stood and gave Jacob Irving a standing ovation for several minutes.

CONSIDERATION AND POSSIBLE ACTION:

Mayor Byron Sanford stated that this has been a long-time issue, and as such Dave McCorquodale has asked previously how I find the appropriate language to determine what occurs in the Historic District.

We have three businesses outside of the Historic District, we have a farmers' market. I have taken myself out of this topic to avoid influence. We have not dealt with it, and I have expressed that to management. We are dealing with a 1996 ordinance; food trucks were not even in the spectrum and its embarrassing that we haven't dealt with it.

Mayor Pro Tem TJ Wilkerson stated he did not see how or why we could deny this young man's permit.

Mayor Byron Sanford stated well we could make a motion and then we don't have to act on this moratorium, we could just let it die.

The audience called out to the Council, "No because you could just bring it back again"

Councilmember Casey Olson began by stating that this meeting was called over a permit, none of tonight's topics warranted a meeting. He is disappointed as it appears we have an ordinance in place, to which this young man and others have abided by, we now want to change the rules of game as it is going? This is something you could do down the road, get the public included but not try to force something to be done. This moratorium is questioning my integrity, you bought us in here, to face our public. No No.

Mayor Byron Sanford argued the point that we could just let it die.

Councilmember Casey Olson stated No sir, we shall vote on it and however the vote goes it goes. You bought us in here for this we will vote.

Mayor Bryon Sanford looked to legal counsel for clarification.

Legal Counsel stated that it could be bought back if left to die.

Mayor Pro Tem TJ Wilkerson moved to not implement (REJECT) a moratorium. Councilmember Casey Olson seconded the motion. Motion passed (4-0).

EXECUTIVE SESSION:

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City Council went into Executive Session at 6:41 PM.

COUNCIL RECONVENED INTO SESSION AT: 8:28 PM.

POSSIBLE ACTION FROM EXECUTIVE SESSION:

(a) 551.071 Consultation with attorney

(b) 551.072 Deliberation regarding Real Property

Councilmember Cheryl Fox moved to approve the real property negotiations for the MEDC and proceed to sign the documents. Councilmember Carol Langley seconded the motion.

Motion passed (4-0).

(c) 551.074 Personnel Matters

Councilmember Carol Langley moved to appoint Dave McCorquodale as the Interim City Administrator. Mayor Pro Tem TJ. Wilkerson seconded the motion.

Motion passed (4-0).

COUNCIL INQUIRY:

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ADJOURNMENT

Councilmember Carol Langley moved to adjourn. Councilmember Cheryl Fox seconded the motion. Motion passed (4-0)

MEETING ADJOURNED: 8:31 P.M.

Submitted by: _____
Nici Browe, City Secretary

Date Approved: _____

Byron Sanford, Mayor

Montgomery City Council
AGENDA REPORT

Meeting Date: June 14, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and 1000 Foster Drove, LLC for a proposed multi-family residential project (Dev. No. 2206).

Recommendation

Approve the escrow agreement as presented.

Discussion

The developer is proposing a 72-unit multi-family residential project on Plez Morgan Drive within the Buffalo Springs Planned Development (PD). The property is located within an area designated as “Mixed-Use” in the Buffalo Springs PD, which allows for this type of land use.

Escrow Agreements are standard form agreements used by the City to ensure engineering, legal and related costs incurred during the development review process are covered by the developer. Escrow Agreements also simplify the billing process by eliminating monthly invoicing to developers and instead drawing on a pre-estimated sum for project costs. Once approved and the developer deposits funds into their escrow account, the City begins the development review process.

Approved By

		Date:
Interim City Administrator	Dave McCorquodale	Date: 06/07/2022

ESCROW AGREEMENT
BY AND BETWEEN
THE CITY OF MONTGOMERY, TEXAS,
AND
1000 Foster Drive, LLC
Dev. No. 2206

THE STATE OF TEXAS ⤵
COUNTY OF MONTGOMERY ⤵

This Escrow Agreement is made and entered into as of the _____ day _____, 2022 by and between the CITY OF MONTGOMERY, TEXAS, a body politic, and a municipal corporation created and operating under the general laws of the State of Texas (hereinafter called the "City"), and 1000 Foster Drive, LLC, a Limited Liability Corporation, (hereinafter called the "Developer").

RECITALS

WHEREAS, the Developer desires to acquire and develop all or part of a Reserve "A" Depado Development Section 1 sometimes referred to as the Grand Monarch Apartments Tract, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

WHEREAS, the City policy requires the Developer to establish an Escrow Fund with the City to reimburse the City for engineering costs, legal fees, consulting fees and administrative expenses incurred for plan reviews, and developer coordination.

AGREEMENT

ARTICLE I

SERVICES REQUIRED

Section 1.01 The development of the Grand Monarch Apartments Tract will require the City to utilize its own personnel, its professionals and consultants; and the Escrow Fund will be used to reimburse the City its costs associated with these services.

Section 1.02 In the event other contract services are required related to the development from third parties, payment for such services will be made by the City and reimbursed by the Developer or paid directly by the Developer as the parties may agree.

ARTICLE II

FINANCING AND SERVICES

Section 2.01 All estimated costs and professional fees needed by City shall be financed by Developer. Developer agrees to advance funds to City for the purpose of funding such costs as herein set out:

Administrative	\$500
City Engineer	\$4,000
Legal	\$500
<hr/>	
TOTAL	\$5,000

Section 2.02 Developer agrees to submit payment of the Escrow Fund no later than ten (10) days after the execution of this Escrow Agreement. No work will begin by or on behalf of the City until funds have been received.

Section 2.03 The total amount shown above for the Escrow Fund is intended to be a "Not

to Exceed” amount unless extenuating, unexpected fees are needed. Examples of extenuating circumstances created by the developer that may cause additional fees include, but are not limited to, greater than three plan reviews or drainage analysis reviews; revisions to approved plans; extraordinary number of comments on plans; additional meetings at the request of the developer; variance requests; encroachment agreement requests; construction delays and/or issues; failure to coordinate construction with City; failed testing during construction; failing to address punch list items; and/or excessive warranty repair items. If extenuating circumstances arise, the Developer will be informed, in writing by the City, of the additional deposit amount and explanation of extenuating circumstance. The Developer agrees to tender additional sums within 10 days of receipt of request to cover such costs and expenses. If additional funds are not deposited within 10 days all work by or on behalf of the City will stop until funds are deposited. Any funds which may remain after the completion of the development described in this Escrow Agreement will be refunded to Developer.

ARTICLE III,

MISCELLANEOUS

Section 3.01 City reserves the right to enter into additional contracts with other persons, corporations, or political subdivisions of the State of Texas; provided, however, that City covenants and agrees that it will not so contract with others to an extent as to impair City's ability to perform fully and punctually its obligations under this Escrow Agreement.

Section 3.02 If either party is rendered unable, wholly or in part, by *force majeure* to carry out any of its obligations under this Escrow Agreement, then the obligations of such party, to the extent affected by such *force majeure* and to the extent that due diligence is being used to

resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the *force majeure* relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such *force majeure* relied upon to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "*force majeure*," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage, or accidents to machinery, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

Section 3.03 This Escrow Agreement is subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas or any regulatory agency having jurisdiction.

Section 3.04 No waiver or waivers of any breach or default (or any breaches or defaults) by either party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstance.

Section 3.05 Any notice, communication, request, reply or advice (hereafter referred to as "notice") herein provided or permitted to be given, made, or accepted by either party to the other

(except bills) must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail in the manner herein above described shall be conclusively deemed to be effective, unless otherwise stated in this Escrow Agreement, from and after the expiration of seven (7) days after it is so deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purpose of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

- If to City, to: City Administrator
City of Montgomery
101 Old Plantersville Rd.
Montgomery, Texas 77356

- If to Developer, to: 1000 Foster Drive, LLC
18445 Highway 105 W Suite 102
Montgomery, Texas 77356

The parties shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party.

Section 3.06 This Escrow Agreement shall be subject to change or modification only in writing and with the mutual consent of the governing body of City and the management of Developer.

Section 3.07 This Escrow Agreement shall bind and benefit City and its legal successors and Developer and its legal successors but shall not otherwise be assignable, in whole or in part,

by either party except as specifically provided herein between the parties or by supplemental agreement.

Section 3.08 This Escrow Agreement shall be for the sole and exclusive benefit of City and Developer and is not for the benefit of any third party. Nothing herein shall be construed to confer standing to sue upon any party who did not otherwise have such standing.

Section 3.09 The provisions of this Escrow Agreement are severable, and if any provision or part of this Escrow Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Escrow Agreement and the application of such provision or part of this Escrow Agreement to other person circumstances shall not be affected thereby.

Section 3.10 This Escrow Agreement and any amendments thereto, constitute all the agreements between the parties relative to the subject matter thereof, and may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original.

Section 3.11 This Agreement shall be governed by, construed, and enforced in accordance with, and subject to, the laws of the State of Texas without regard to the principles of conflict of laws. This Agreement is performable in Montgomery County, Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement in three (3) copies, each of which shall be deemed to be an original, as of the date and year first written in this Escrow Agreement.

CITY OF MONTGOMERY, TEXAS

By: _____
Byron Sanford, Mayor

ATTEST:

By: _____
Nici Browe, City Secretary

1000 Foster Drive LLC
Developer

By: 
Signature

Title: President

STATE OF TEXAS {

COUNTY OF MONTGOMERY {

BEFORE ME, the undersigned authority, on this day personally appeared _____ of the City of Montgomery, Texas, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2022.

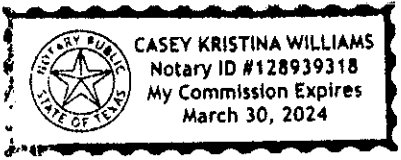
Notary Public, State of Texas

THE STATE OF TEXAS {

COUNTY OF Montgomery {

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Anthony Cook, _____ of _____, a _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated and as the act and deed of said organization.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 1 day of June, 2022.



Casey Williams
Notary Public, State of Texas

SUP-1
SHEET 01

CHECKED
DATE
TO CLIENT

ISSUE
DATE
TO CLIENT

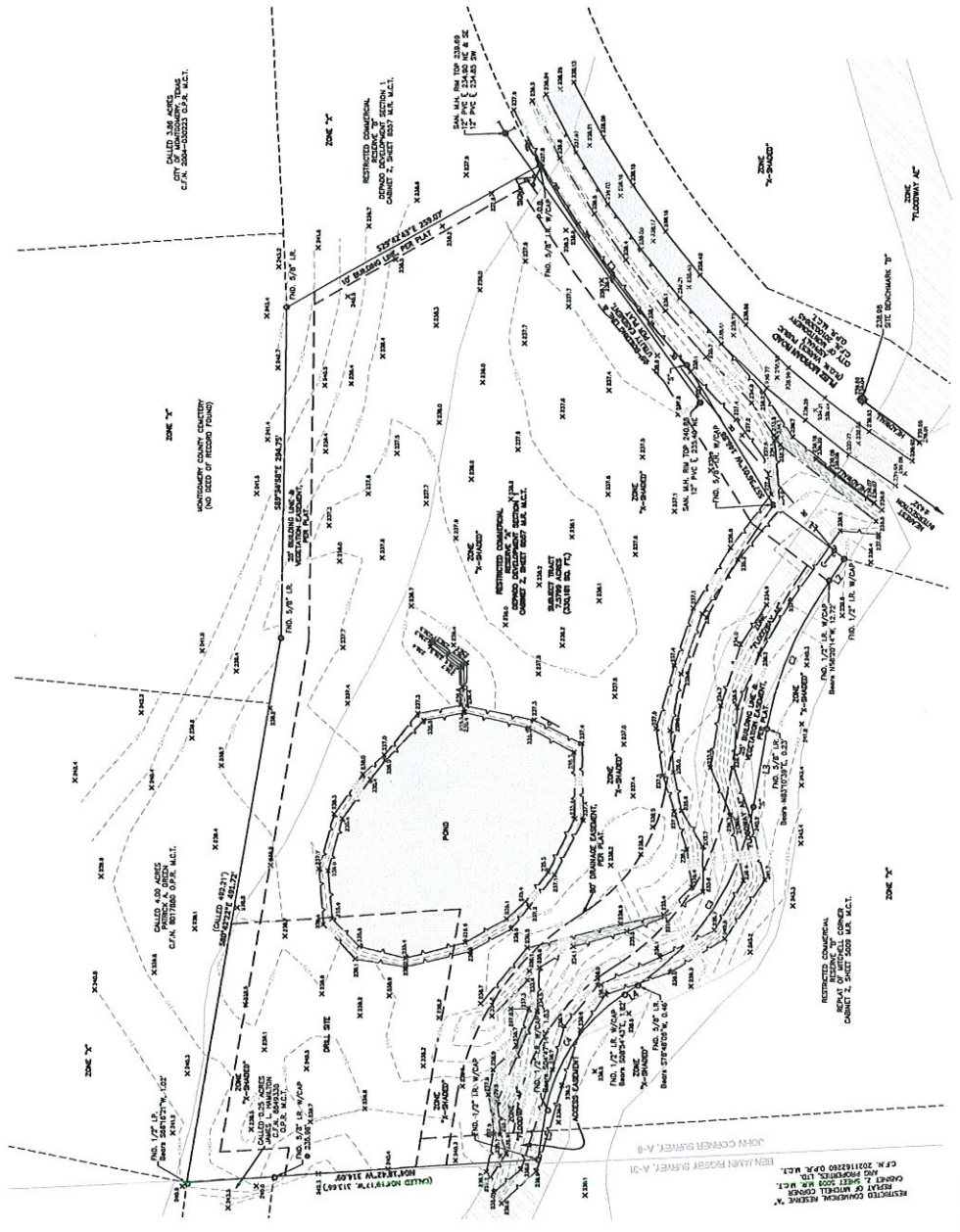
DRAWING
FIELD BK. 24-2721
DATE 01/15/22
SHEET NO. 01
PROJECT NO. 230302001

ATLANSAS SURVEY
7.5398 ACRES (30.1819 SQ. FT.)
COMMERCIAL RESERVE "A"
BEING ALL OF RESTRICTED
DEVELOPMENT SECTION 1
IN THE JOHN CORNER SURVEY, A-8
CHAMBERLAIN CROSS SURVEY, A-3
MONTGOMERY COUNTY, TEXAS

L SQUARED ENGINEERING
3307 WEST DAVIS ST #100,
CONROE, TX 77384
(936) 647-0420



LAND SURVEYORS
TERRY S. HICKS, L.S. 130440
TERRY L. WEAVER, L.S. 130440
712.629.1228



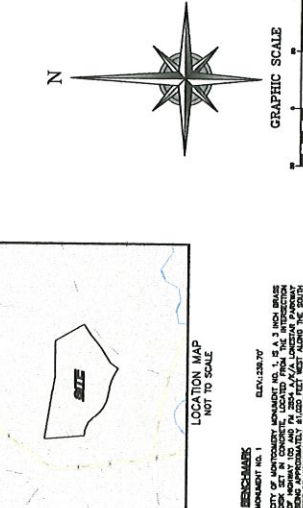
SUBJECT TRACT (AS SHOWN)
THE SURVEY LINE DESCRIBED IN THIS INSTRUMENT IS THE SURVEY LINE FOR THE SUBJECT TRACT AS SHOWN ON THE ATTACHED SURVEY MAP. THE SUBJECT TRACT IS DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF BEGINNING (POINT OF BEGINNING) AND THENCE S 45° 15' 00" E 143.32 FEET TO A CORNER POINT (CORNER POINT) AND THENCE S 15° 00' 00" E 100.00 FEET TO ANOTHER CORNER POINT (CORNER POINT) AND THENCE S 75° 00' 00" W 100.00 FEET TO A THIRD CORNER POINT (CORNER POINT) AND THENCE S 15° 00' 00" E 100.00 FEET TO A FOURTH CORNER POINT (CORNER POINT) AND THENCE S 45° 15' 00" W 143.32 FEET TO THE POINT OF BEGINNING (POINT OF BEGINNING).

LEGEND / ABBREVIATIONS
A BENCH MARK
C CORNER
D DITCH
E EASEMENT
F FENCE
G GULLY
H HOLE
I IRREGULAR LINE
J JUNCTION
K KUTTING OFF ANGLE
L LINE
M MOUND
N NORTH-SOUTH
O OBLIQUE
P POINT OF BEGINNING
Q QUADRANT
R ROAD
S SURVEY LINE
T TIE
U UPRIGHT
V VERTICAL ANGLE
W WELL
X ZONE
Y YARD
Z ZONE

CHURV TABLE
NO. LENGTH RADIUS DELTA CHD. BKG. CHD. NO.
1 100.00 0.0000 180.0000 0.0000 1
2 100.00 0.0000 180.0000 0.0000 2
3 100.00 0.0000 180.0000 0.0000 3
4 100.00 0.0000 180.0000 0.0000 4
5 100.00 0.0000 180.0000 0.0000 5

UNIT TABLE
NO. BEARING LENGTH
1 S 45° 15' 00" E 143.32
2 S 15° 00' 00" E 100.00
3 S 75° 00' 00" W 100.00
4 S 15° 00' 00" E 100.00
5 S 45° 15' 00" W 143.32

GENERAL NOTES
1. The survey was performed without benefit of this instrument and the above information is for informational purposes only.
2. This instrument is subject to the provisions of the Texas Uniform Deed Act, Chapter 63, Article 1, Section 1.04, and the provisions of the Texas Property Code, Chapter 61, Article 2, Section 2.05.
3. This instrument is subject to the provisions of the Texas Property Code, Chapter 61, Article 2, Section 2.05, and the provisions of the Texas Uniform Deed Act, Chapter 63, Article 1, Section 1.04.
4. The survey was performed in accordance with the provisions of the Texas Surveying and Mapping Act, Chapter 81, Article 1, Section 1.01, and the provisions of the Texas Property Code, Chapter 61, Article 2, Section 2.05.
5. The survey was performed in accordance with the provisions of the Texas Surveying and Mapping Act, Chapter 81, Article 1, Section 1.01, and the provisions of the Texas Property Code, Chapter 61, Article 2, Section 2.05.

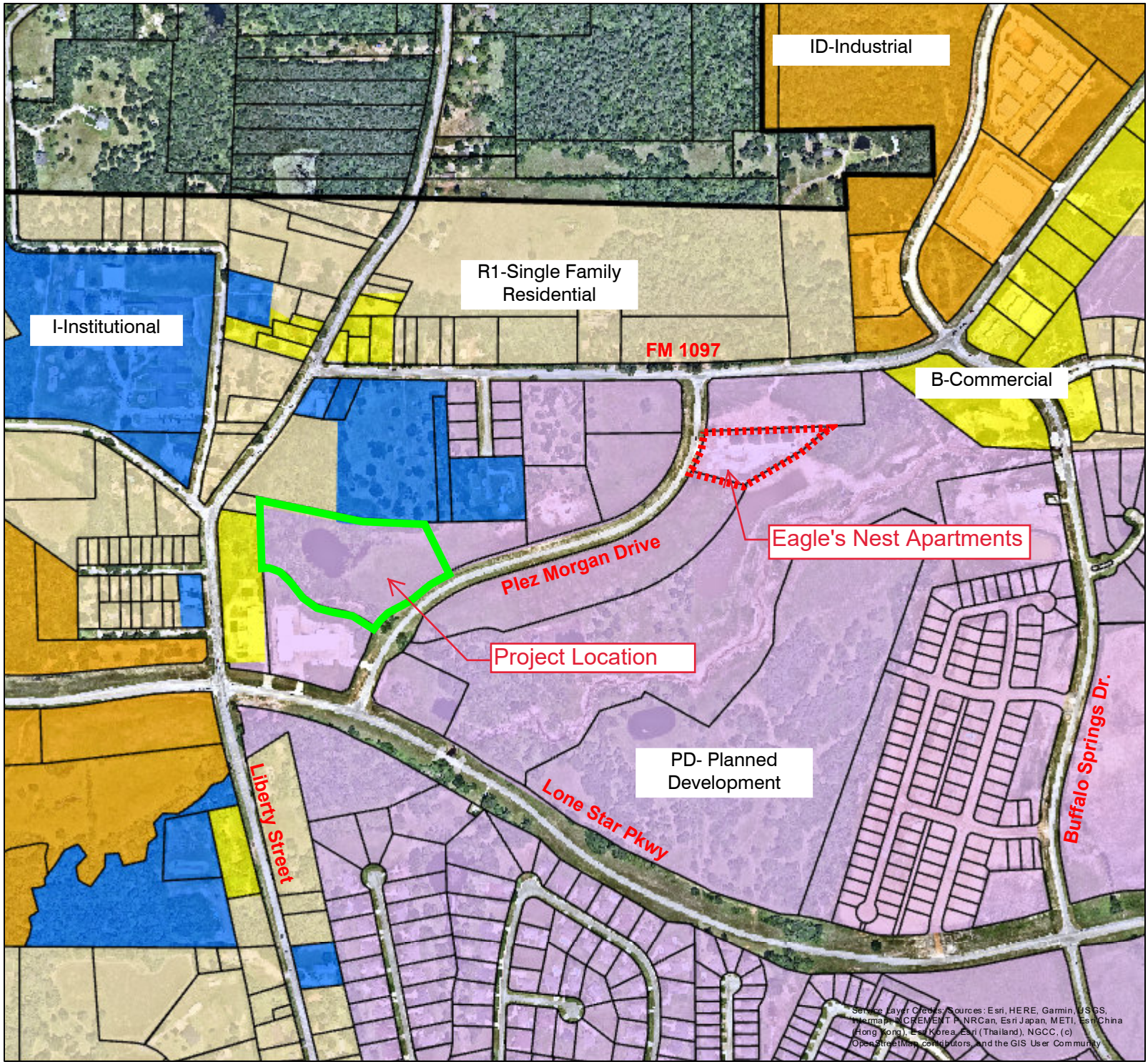


BENCHMARKS
MONUMENT NO. 1
REMARKS: BENCH MARK IS A BRASS DISK SET IN CONCRETE. THE DISK IS 1.5 INCHES IN DIAMETER AND IS SET AT A HEIGHT OF 3.0 FEET ABOVE THE SURFACE OF THE GROUND. THE BENCH MARK IS LOCATED AT THE CORNER OF THE SUBJECT TRACT AND IS USED TO ESTABLISH THE POINT OF BEGINNING FOR THE SURVEY.

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3. This instrument is subject to the provisions of the Texas Property Code, Chapter 61, Article 2, Section 2.05, and the provisions of the Texas Uniform Deed Act, Chapter 63, Article 1, Section 1.04.
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5. The survey was performed in accordance with the provisions of the Texas Surveying and Mapping Act, Chapter 81, Article 1, Section 1.01, and the provisions of the Texas Property Code, Chapter 61, Article 2, Section 2.05.

Grand Monarch Apartments Location Map

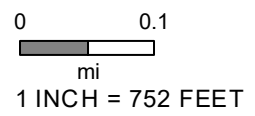
Item 2.



LEGEND

- Zoning**
- Commercial (B)
 - Industrial ID)
 - Institutional (I)
 - Multi-Family (R-2)
 - Planned Development (PD)
 - Residential (R-1)

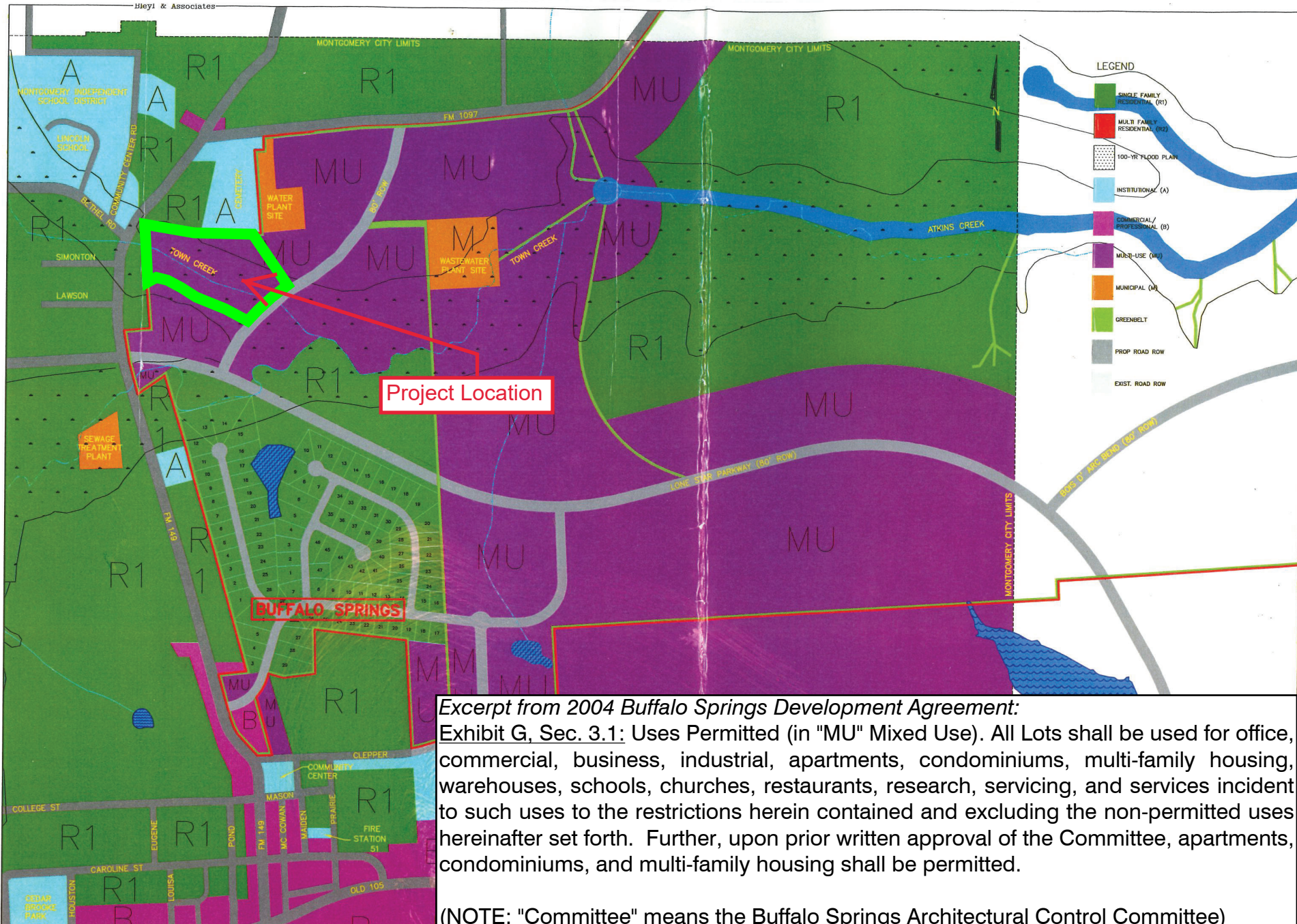
Date: 6/8/2022



Source Layer Credits: Sources: Esri, HERE, Garmin, USGS, Imagery, AIRCRAFT, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Buffalo Springs General Development Plan (2004)

Item 2.



LEGEND

- SINGLE FAMILY RESIDENTIAL (R1)
- MULTI FAMILY RESIDENTIAL (R2)
- 100-YR FLOOD PLAIN
- INSTITUTIONAL (A)
- COMMERCIAL/ PROFESSIONAL (B)
- MULTI-USE (MU)
- MUNICIPAL (M)
- GREENBELT
- PROP. ROAD ROW
- EXIST. ROAD ROW

Project Location

BUFFALO SPRINGS

Excerpt from 2004 Buffalo Springs Development Agreement:
Exhibit G, Sec. 3.1: Uses Permitted (in "MU" Mixed Use). All Lots shall be used for office, commercial, business, industrial, apartments, condominiums, multi-family housing, warehouses, schools, churches, restaurants, research, servicing, and services incident to such uses to the restrictions herein contained and excluding the non-permitted uses hereinafter set forth. Further, upon prior written approval of the Committee, apartments, condominiums, and multi-family housing shall be permitted.

(NOTE: "Committee" means the Buffalo Springs Architectural Control Committee)

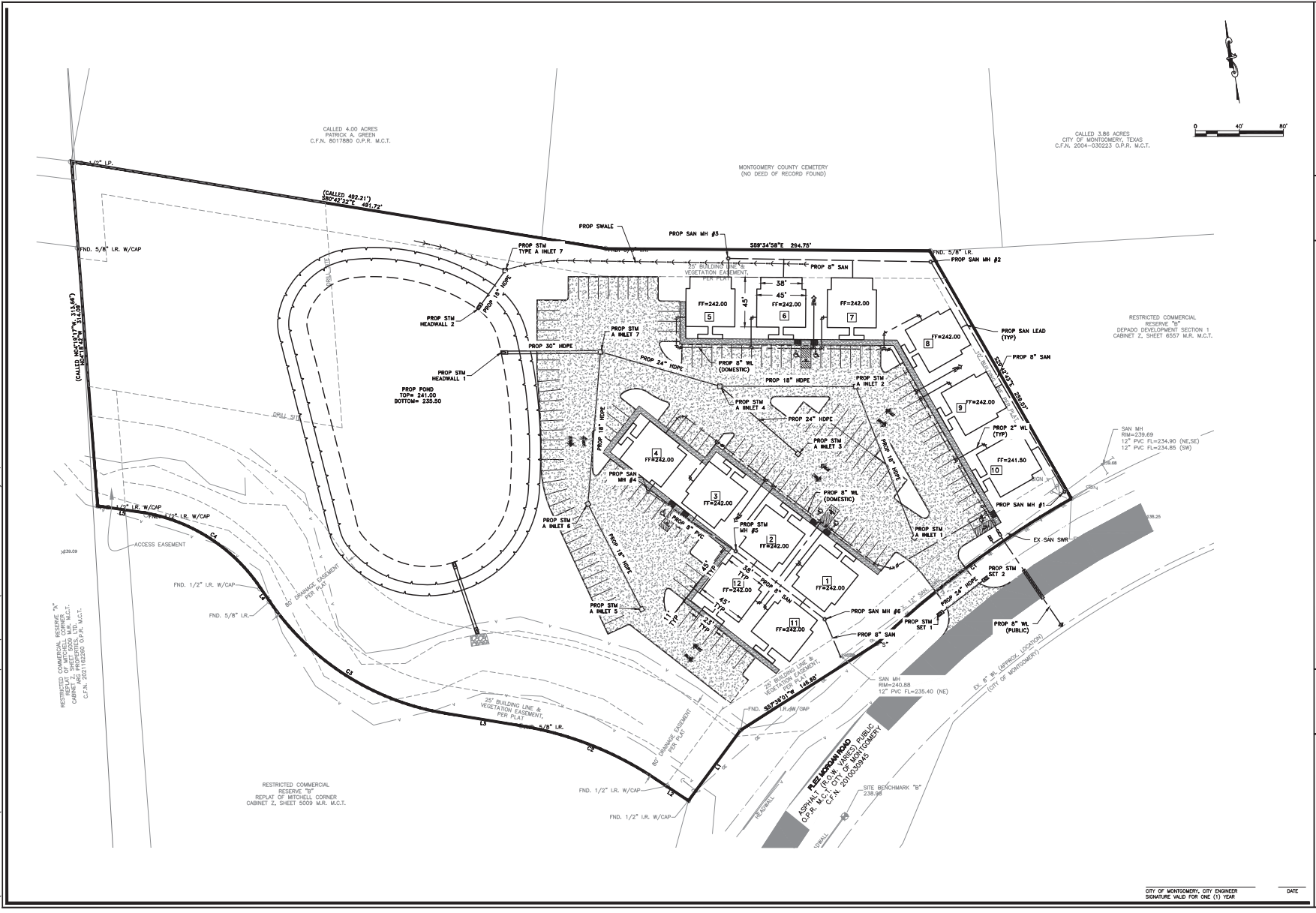
REV	DATE	BY	APP	COMMENT
1	2/19/04	JN	JPP	ISSUED FOR APPROVAL

Bleyl & Associates
 Project Engineering & Management
 300 W. DAVIS SUITE 436
 CONROE, TEXAS 77331
 836-785-2833 FAX
 836-785-2833 FAX

DEVELOPMENT PLAN
 CITY OF MONTGOMERY
 BUFFALO SPRINGS P.U.D.
 MONTGOMERY COUNTY, TEXAS

PROJECT NUMBER
 1493

S:\ENGINEERING PROJECTS\10781 - GRAND MONARCH APARTMENTS\03 CAD\DESIGN SET\04 OVERALL SITE PLAN.DWG, May. 12, 2022--1:48 PM



LSQUARED ENGINEERING
MUNICIPAL COMMERCIAL RESIDENTIAL
WWW.LSENGINEERING.COM
3101 BRUNNENFELDER AVE
CONROE, TEXAS 77385
OFFICE: 281-450-0400
3102 EVA STREET 6000
HOUSTON, TEXAS 77057

CLIENT INFORMATION
TONY COOK
18445 HWY 105 W, #102-273
MONTGOMERY, TX 77156
713-882-6272
PROJECT ADDRESS
CITY OF MONTGOMERY
MCAD DR KIDSGOR

GRAND MONARCH APARTMENTS

OVERALL SITE PLAN

DRAWING ISSUE			
#	DATE	BY	COMMENT
1	2/21/22	JTW	FOR PERMIT

DRAWING INFORMATION			
PROJECT	10781	TDR	**
DRAWN	CLM	BIT	LR
SCALE	SHEET		
1" = 40' (24x36)			04
1" = 80' (11x17)			

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF:
E. LEI LOU, PE #91940
OR
JONATHAN WHITE, PE #17058
FOR REVIEW PURPOSES ONLY
NOT FOR CONSTRUCTION

CITY OF MONTGOMERY, CITY ENGINEER
SIGNATURE VALID FOR ONE (1) YEAR
DATE 2/10/2022

Montgomery City Council
AGENDA REPORT

Meeting Date: June 4, 2022	Budgeted Amount: \$20,000.00
Department: Public Works	Prepared By: Mike Muckleroy

Subject

Consideration and possible action on authorizing the Interim City Administrator to approve expenses for repairs and painting of the Arnold-Simonton House at Fernland Park.

Recommendation

Authorize the Interim City Administrator to approve expenses as presented in the amount of \$39,028.93 provided by Royce's Home Improvement.

Discussion

Quotes were received for this work in May of 2021. The previous City Administrator approved the expenses for the start of the current budget year. The quotes we received were for approximately \$14,000 with \$6,000 of that being paid for by Fernland Inc. The contractor at the time asked to wait until the weather cooled off to start the project and this was granted. After a couple of scheduling delays, he notified us on February 28, 2022 that he could not handle the size of job due to staffing issues. We have reached out to several companies to give us quotes for this work and we have four to provide. A couple of them have quoted replacing all exterior boards which we do not believe is necessary. We are recommending that we use the quote provided by Royce's Home Improvement in the amount of \$39,028.93 to replace all rotten wood necessary then caulk, prime and paint the entire exterior of the building. We have been impressed with the responsiveness by the estimator and after talking to Scott Harper with the Conroe Chamber of Commerce who was listed as a reference, we feel confident that they will provide an excellent service to us.

Approved By

Public Works Director	Mike Muckleroy	Date: 06/08/2022
Interim City Administrator	Dave McCorquodale	Date: 06/08/2022



101 Old Plantersville Rd.

Montgomery, TX 77316

Main: 936-597-6434 Fax: 936-597-6437

Contractor	Bid Amount	Summary of Services
Royce Home Improvement	\$39,028.93	Replace all rotten wood on exterior. Caulk, prime and paint entire building.
Capital K Contractors	\$43,550.00	Replace all rotten wood on exterior. Caulk, prime and paint entire building.
TexLife Construction	\$75,973.80	Replace all exterior wood. Caulk, prime and paint entire building.
TexLife Construction	\$88,186.00	Replace all exterior wood with Hardie board. Caulk, prime and paint entire building.
TML Home Improvement	\$58,977.00	Replace all exterior wood with Hardie board. Caulk, prime and paint entire building.

Montgomery City Council
AGENDA REPORT

Meeting Date: June 14, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action regarding a request to demolish a portion of a structure at 504 Caroline Street located in the Historic Preservation District.

Recommendation

The P&Z Commission recommends approval of the request.

Discussion

The Historic Preservation Ordinance, part of the City’s zoning regulations, requires approval of City Council and the Planning & Zoning Commission for demolition requests within the Historic Preservation District. The prospective owners of 504 Caroline Street have requested approval of the demolition of a portion of the historic structure deemed to be beyond reasonable repair due to structural rotting and water damage.

As you may recall, the owner of the property has requested the City rezone the property from R1-Single Family Residential to B-Commercial. The Council will hold a Public Hearing and act on the request at the June 28th meeting.

Gracepoint Homes is a custom home builder and developer in the region and is considering moving their company office into the historic building at 504 Caroline. The applicant has provided the following documents (included with P&Z’s Report) with the request for demolition of a portion of the structure:

- Narrative description of proposed project
- Photos of interior structure damage
- Architect’s drawings of existing structure with portion to be removed
- Architect’s drawings and renderings of future Phase II

While the information regarding an anticipated Phase II is included for context, the request is only for the demo/deconstruction of the north/rear wing of the structure. The applicants have inspected the building and found significant damage that is purported to be beyond reasonable repair.

Approved By		
		Date:
Interim City Administrator	Dave McCorquodale	Date: 06/10/2022

PLANNING & ZONING COMMISSION RECOMMENDATION AND REPORT

TO: MONTGOMERY MAYOR AND CITY COUNCIL
FROM: PLANNING & ZONING COMMISSION

CC: DAVE MCCORQUODALE, INTERIM CITY ADMINISTRATOR
NICI BROWE, CITY SECRETARY

SUBJECT: REPORT CONCERNING A REQUESTED DEMOLITION OF A PORTION OF THE
STRUCTURE LOCATED AT 504 CAROLINE STREET, MONTGOMERY, TEXAS IN THE HISTORIC
PRESERVATION DISTRICT.

Mayor and Members of City Council,

Pursuant to Sections 98-349 and 98-352 of the City of Montgomery Code of Ordinances (“the Code”), the Montgomery Planning and Zoning Commission met on June 7, 2022 to consider a request from Gracepoint Homes to demolish a portion of the structure at 504 Caroline Street in the Historic Preservation District. A map of the property with the current zoning overlay along with supporting documents provided by the applicant is attached as Exhibit “A.”

After duly considering the request, the Commission found:

- The proposed demolition of the north wing of the existing structure is warranted based on the extensive damage caused by lack of maintenance over a number of years.
- The proposed applicant works in the residential construction industry, is knowledgeable of the technical details of construction and able to accurately assess the structural condition of the structure. A structural engineer has provided the applicant with an assessment of the structure that affirms the structural damage to the north wing is beyond reasonable repair.
- The applicant’s proposed plan for the property reviewed by the Commission appropriately considers the historical context of the site and preserves the original portion of the structure.

By a 5-0 vote, the Planning and Zoning Commission hereby presents this Recommendation and Report pursuant to Section 98-352 of the City Code, recommending to **approve** the demolition of the north wing of the structure at 504 Caroline Street. I, Jeffrey Waddell, Chairman of the Montgomery Planning and Zoning Commission, certify this Report to be true and correct to the best of my knowledge.

Signed: Jeffrey Waddell
Jeffrey Waddell, Chairman

Attest: Nici Browe
Nici Browe, City Secretary

City Of Montgomery
101 Old Plantersville Road
Montgomery, TX 77316

Gracepoint Homes
3300 Egypt Lane Ste. H-100
Magnolia, TX 77354

June 2, 2022

To Whom it May Concern:

Gracepoint Homes is a residential home builder located in Magnolia, Texas. They have purchased several large tracks around the city of Montgomery. Gracepoint has been seeking out the perfect location, within the heart of our historic district for their local sales office. The historical property, 504 Caroline Street, is the perfect fit. Gracepoint's intentions are to restore the home back to its original state.

Phase I

The home as it sits now has been added onto several times over the past years. These additions were improperly constructed and as a result, they cannot be salvaged. Our intentions are to dismantle and repurpose all the original facade. For example, the original windows, doors and siding will be removed and used to recreate the original plan of the house. Gracepoint has hired a structural engineer to assess the current state of the property. In their opinion, the original structure is sound and can be restored to its previous state.

Phase II

Phase II of the project would be to build an open concept style bar and restaurant that would face Liberty Street. In an effort to maintain the vision of the cities' future plans, Gracepoint plans to tear out the parking lot on the North-East corner (next to Wings Over Montgomery), and create an outdoor, landscaped seating area. Bystanders will be able to sit, relax and enjoy the new venue.

Parking

In an effort to preserve the trees, on the corner of Caroline and Pond Street, we are looking at options to minimize parking in the back and possibly do parallel spots down Pond Street and also to speak with other business on shared lot use.

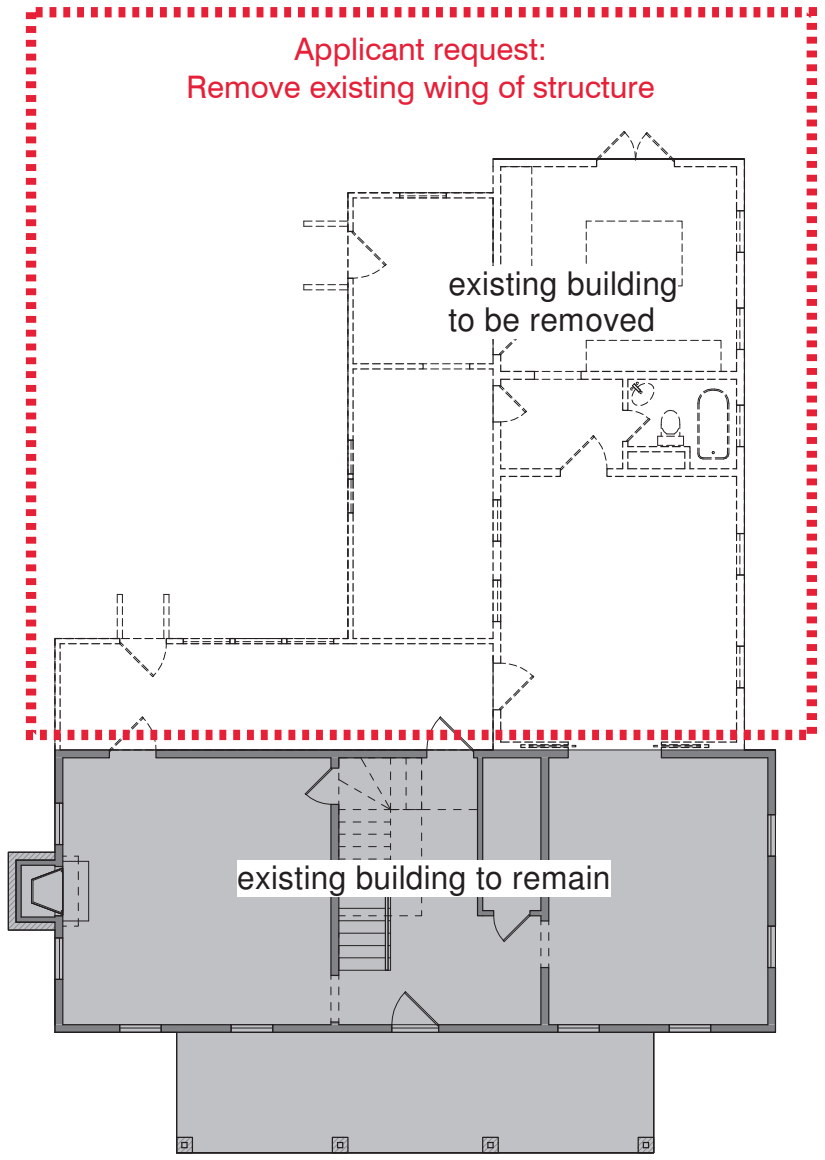
We look forward to developing a close working relationship with the City Officials throughout these projects and the years to come.

Respectfully,

Nate Robb

RCC Group

Commercial Contractor representing Gracepoint Homes



existing
1st floor plan
scale: 1/8" = 1'-0"

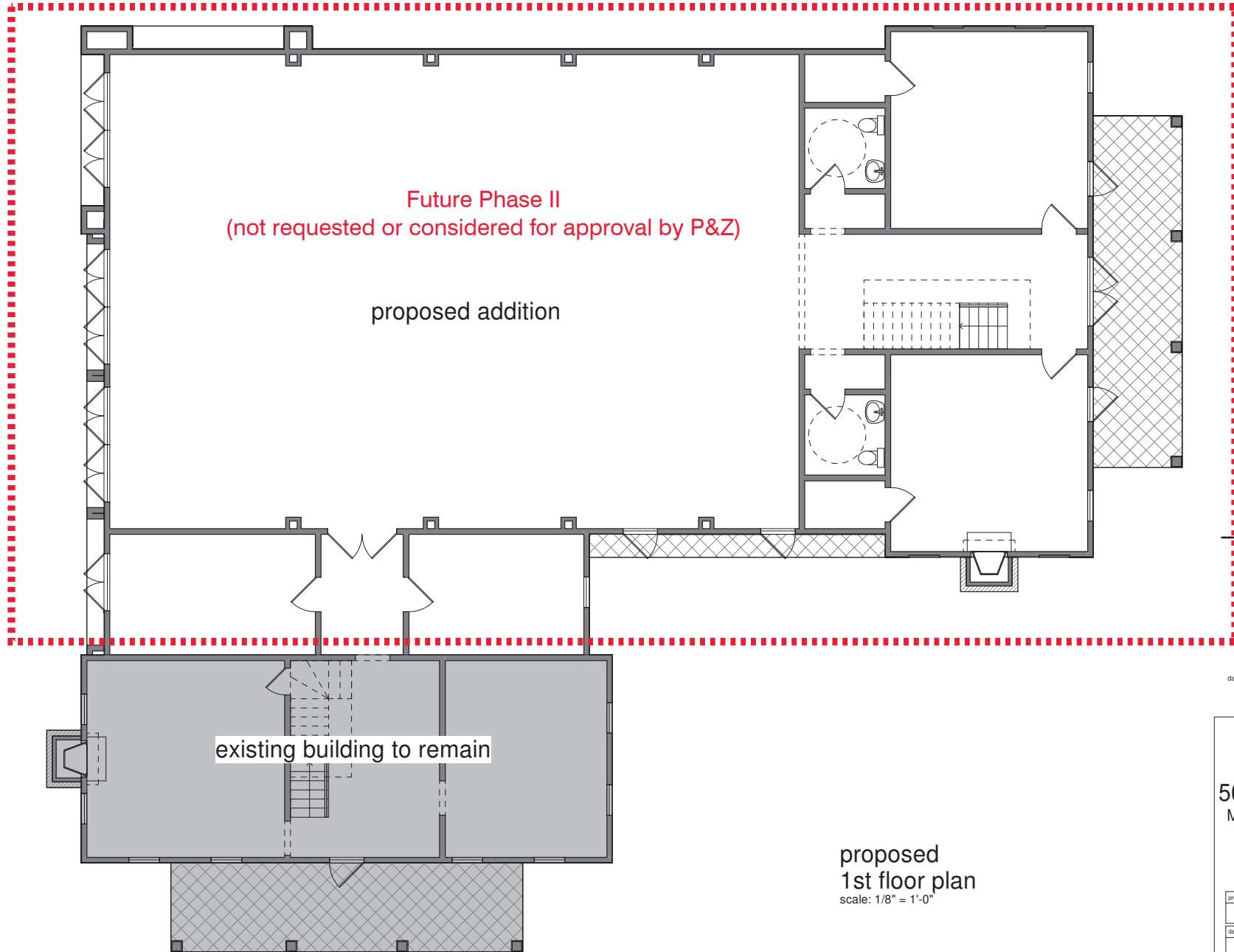
DANIE VAN LOGGERENBERG
ARCHITECTURE



danie van loggerenberg architecture
the woodlands, texas
tel: 281-419-9081
www.dvacc.com

504 Caroline
Montgomery, TX
77356

project no.	sheet no.
TX1000	13
date	scale
04/26/22	1/8" = 1'-0"



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504 Caroline
Montgomery, TX
77356

project no.	sheet no.
TX1000	14
date	scale
04/26/22	1/8" = 1'-0"



Material to be repurposed:

Original Siding, Windows, Doors, Interior Trim, Casings, Plumbing Fixtures



1st Addition to the original structure. This picture shows the condition of the framing.



This is another example of the 1st failed addition to the home. Along with extensive frame damage, there are multiple areas where the subfloor is rotting.



The 2nd addition to the original home. The ceiling has fallen due to water intrusion, massive frame and subfloor damage.

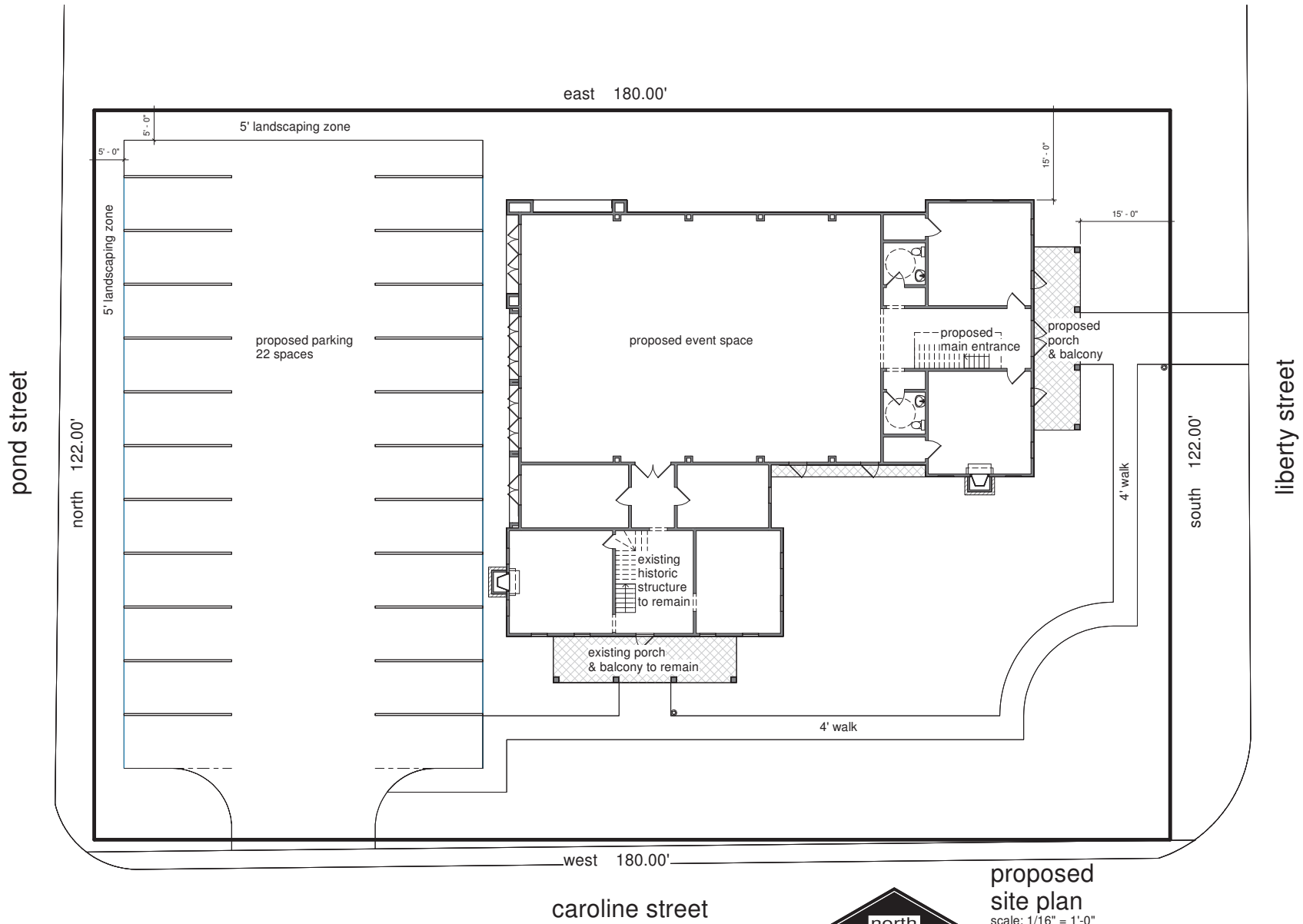


This is also located in the 2nd addition.



Additional Examples





proposed site plan
scale: 1/16" = 1'-0"

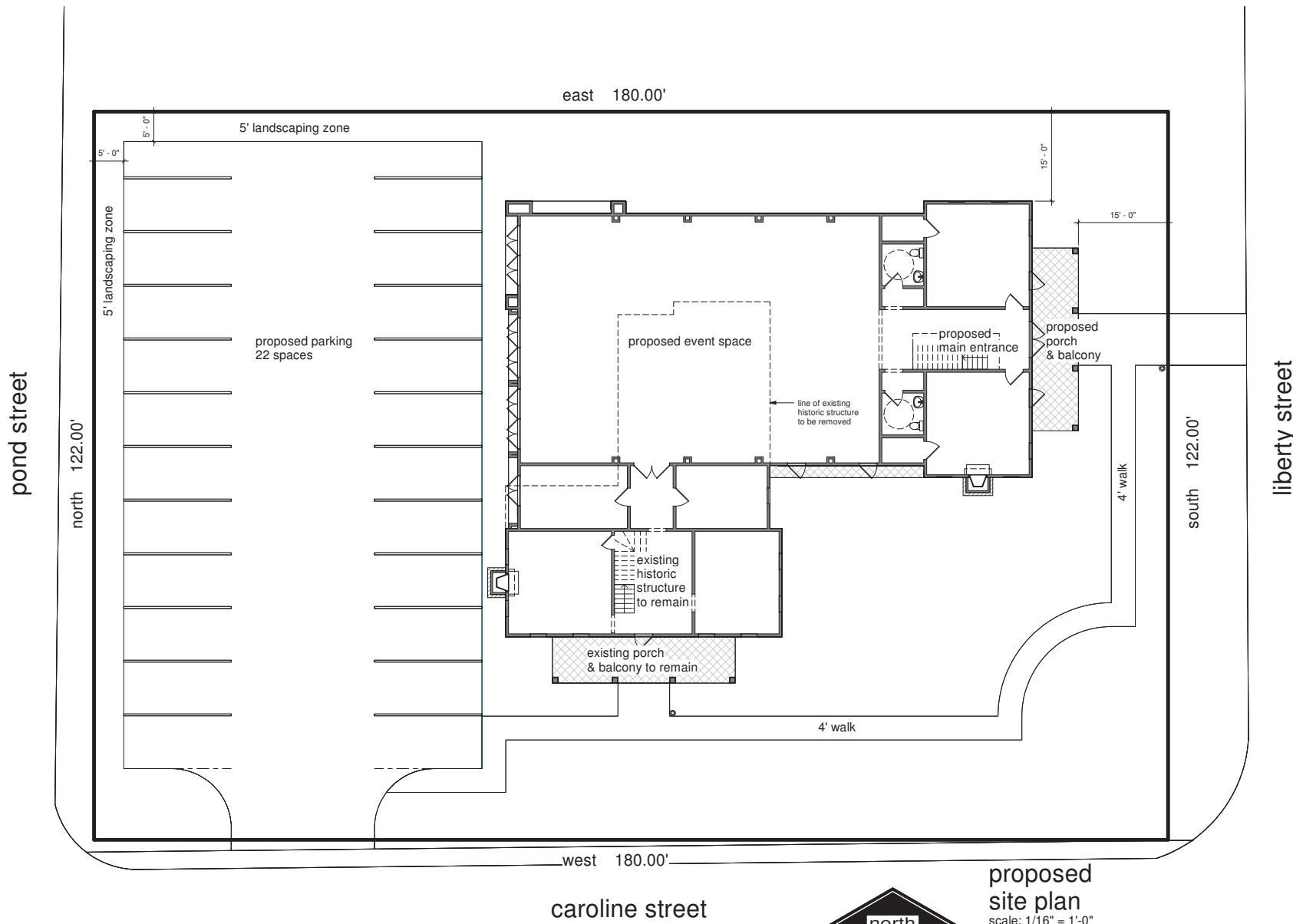
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504 Caroline
Montgomery, TX
77356

project no.	sheet no.
TX1000	01
date	scale
04/21/22	1/16" = 1'-0"



proposed site plan
scale: 1/16" = 1'-0"

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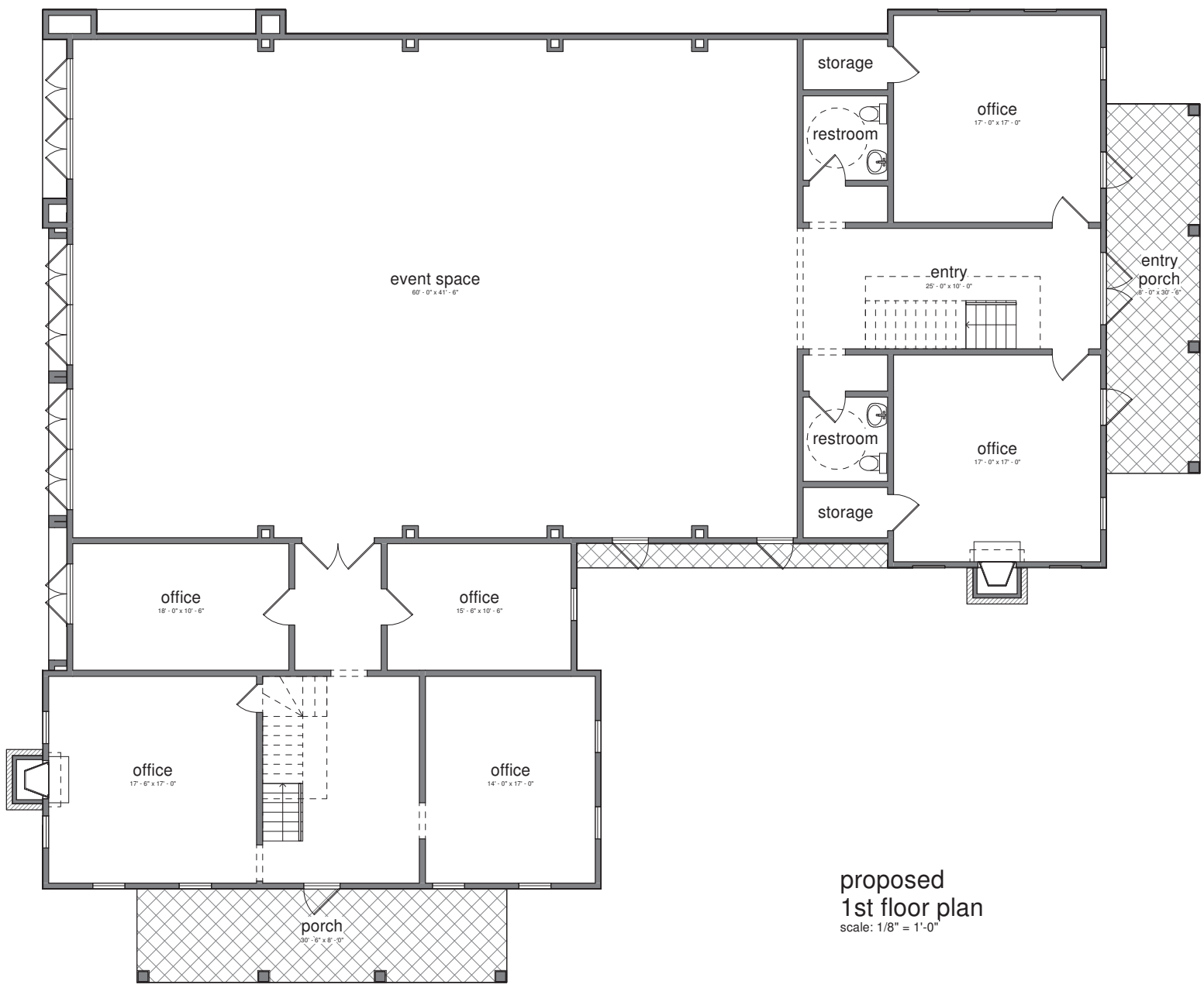
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504 Caroline
Montgomery, TX
77356

project no.	sheet no.
TX1000	02
date	scale
04/21/22	1/16" = 1'-0"

area calculations

1st floor	5010 SF
2nd floor	2527 SF
living area total	7537 SF
porches	475 SF
balconies	479 SF
non living area total	954 SF
gross covered area	8491 SF



proposed
1st floor plan
scale: 1/8" = 1'-0"

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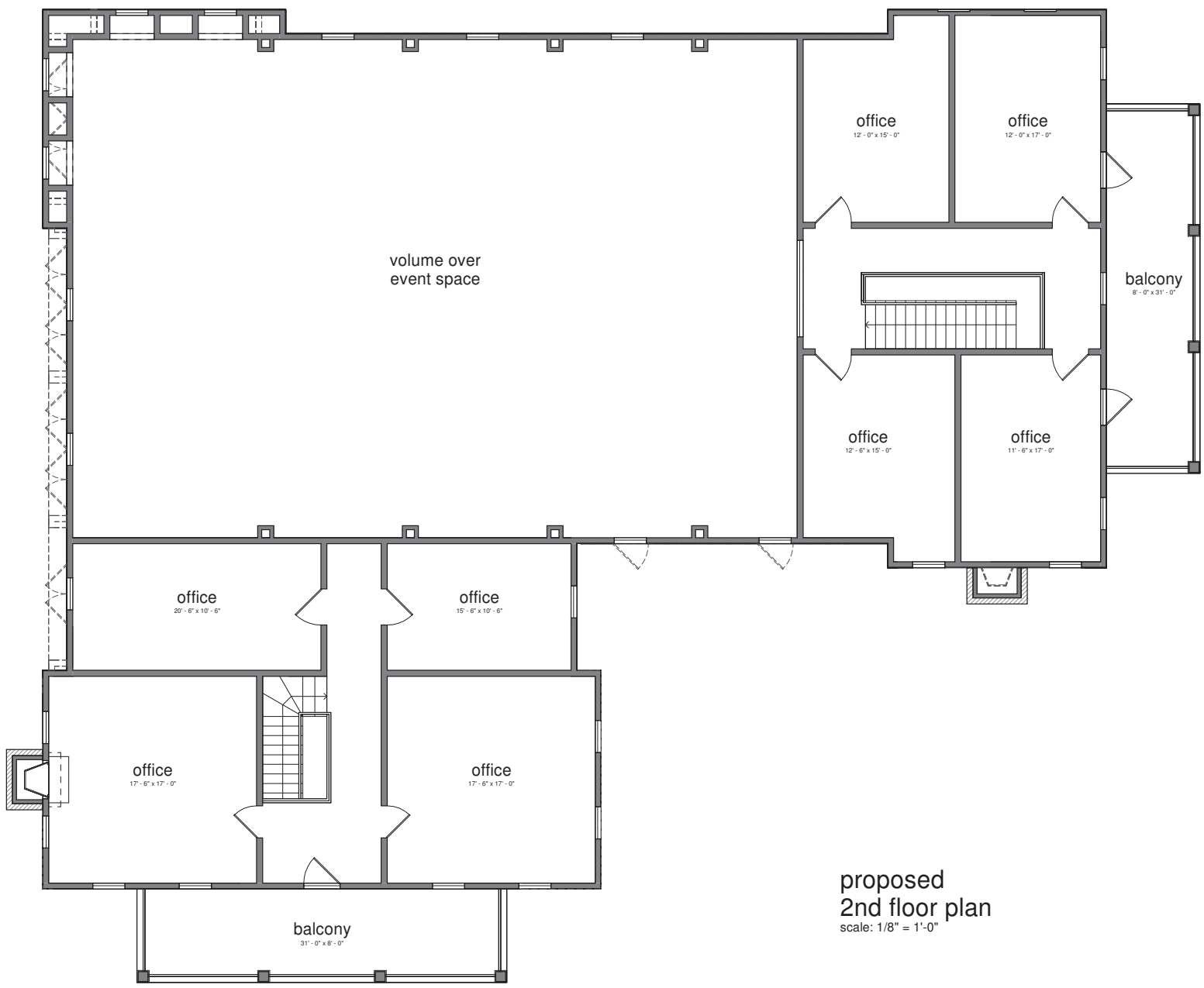
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504 Caroline
Montgomery, TX
77356

project no.	sheet no.
TX1000	03
date	scale
04/21/22	1/8" = 1'-0"

area calculations

1st floor	5010 SF
2nd floor	2527 SF
living area total	7537 SF
porches	475 SF
balconies	479 SF
non living area total	954 SF
gross covered area	8491 SF



proposed
2nd floor plan
scale: 1/8" = 1'-0"

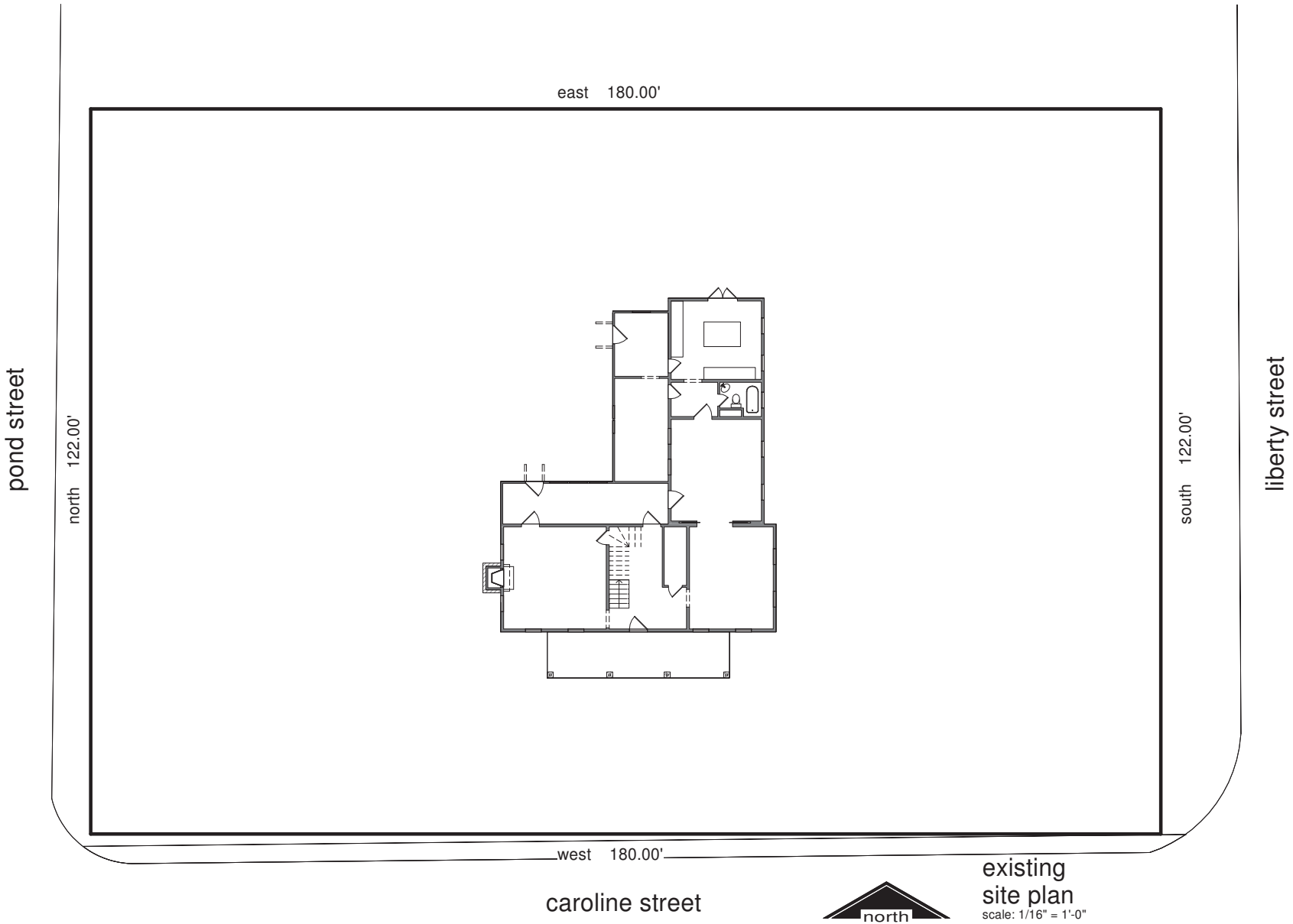
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504 Caroline
Montgomery, TX
77356

project no.	sheet no.
TX1000	04
date	scale
04/21/22	1/8" = 1'-0"



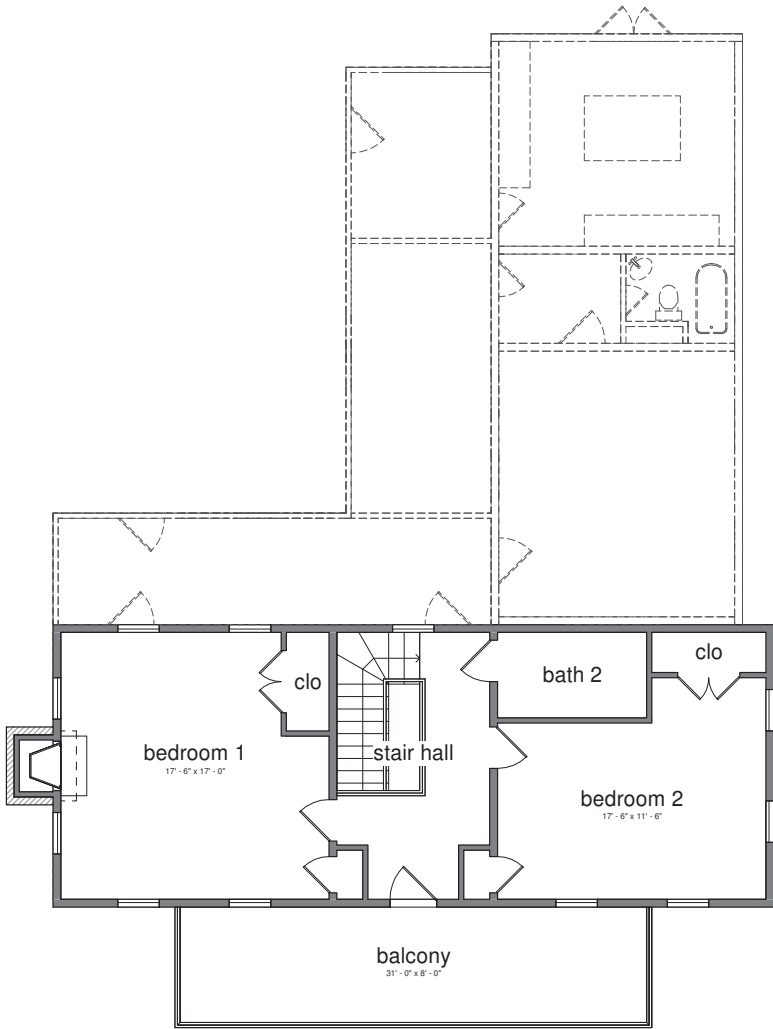
existing
site plan
scale: 1/16" = 1'-0"

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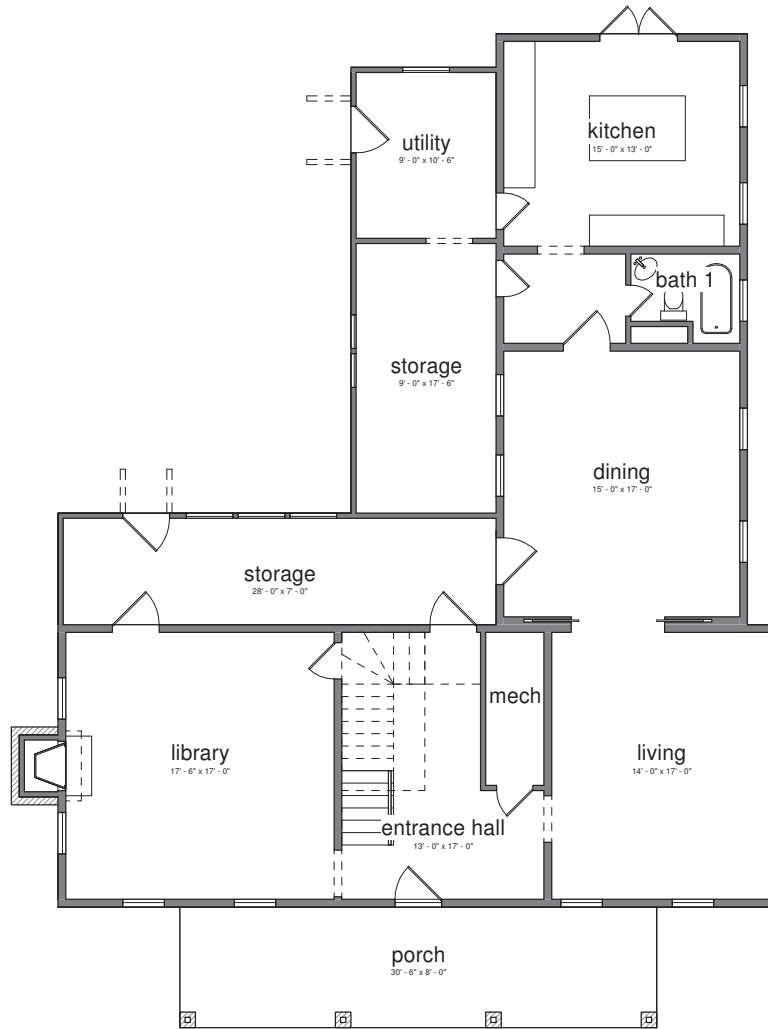
danie van loggerenberg architecture
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tel: 281-419-9081
www.dvicc.com

504 Caroline
Montgomery, TX
77356

project no.	sheet no.
TX1000	05
date	scale
04/21/22	1/16" = 1'-0"



existing
2nd floor plan
scale: 1/8" = 1'-0"



existing
1st floor plan
scale: 1/8" = 1'-0"

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ARCHITECTURE



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504 Caroline
Montgomery, TX
77356

project no.	sheet no.
TX1000	06
date	scale
04/21/22	1/8" = 1'-0"



front elevation
scale: 1/8" = 1'-0"



right elevation
scale: 1/8" = 1'-0"

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ARCHITECTURE



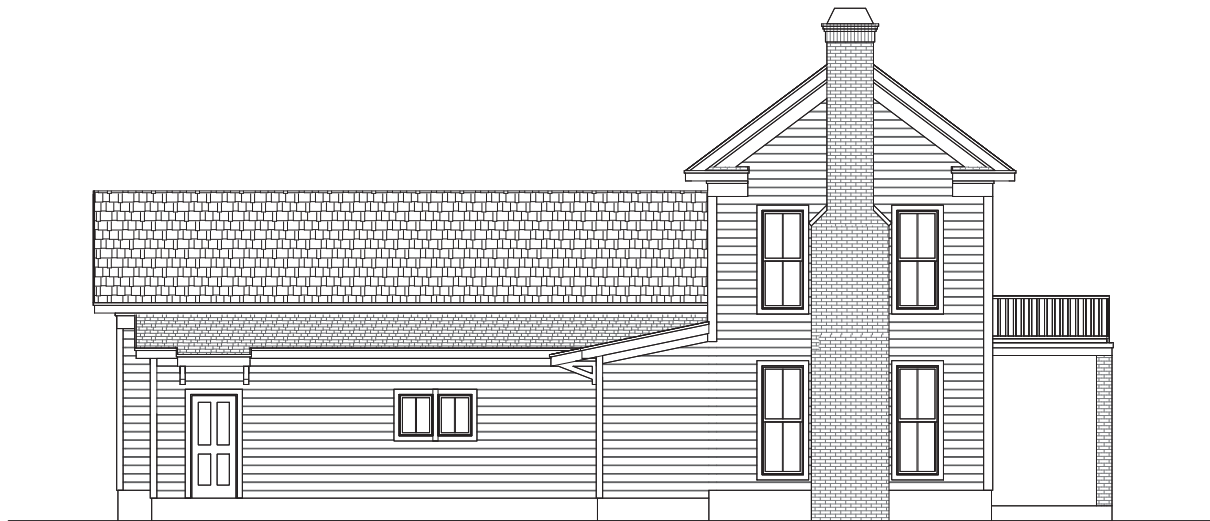
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www.dvcc.com

504 Caroline
Montgomery, TX
77356

project no.	sheet no.
TX1000	07
date	scale
04/21/22	1/8" = 1'-0"



rear elevation
scale: 1/8" = 1'-0"



left elevation
scale: 1/8" = 1'-0"

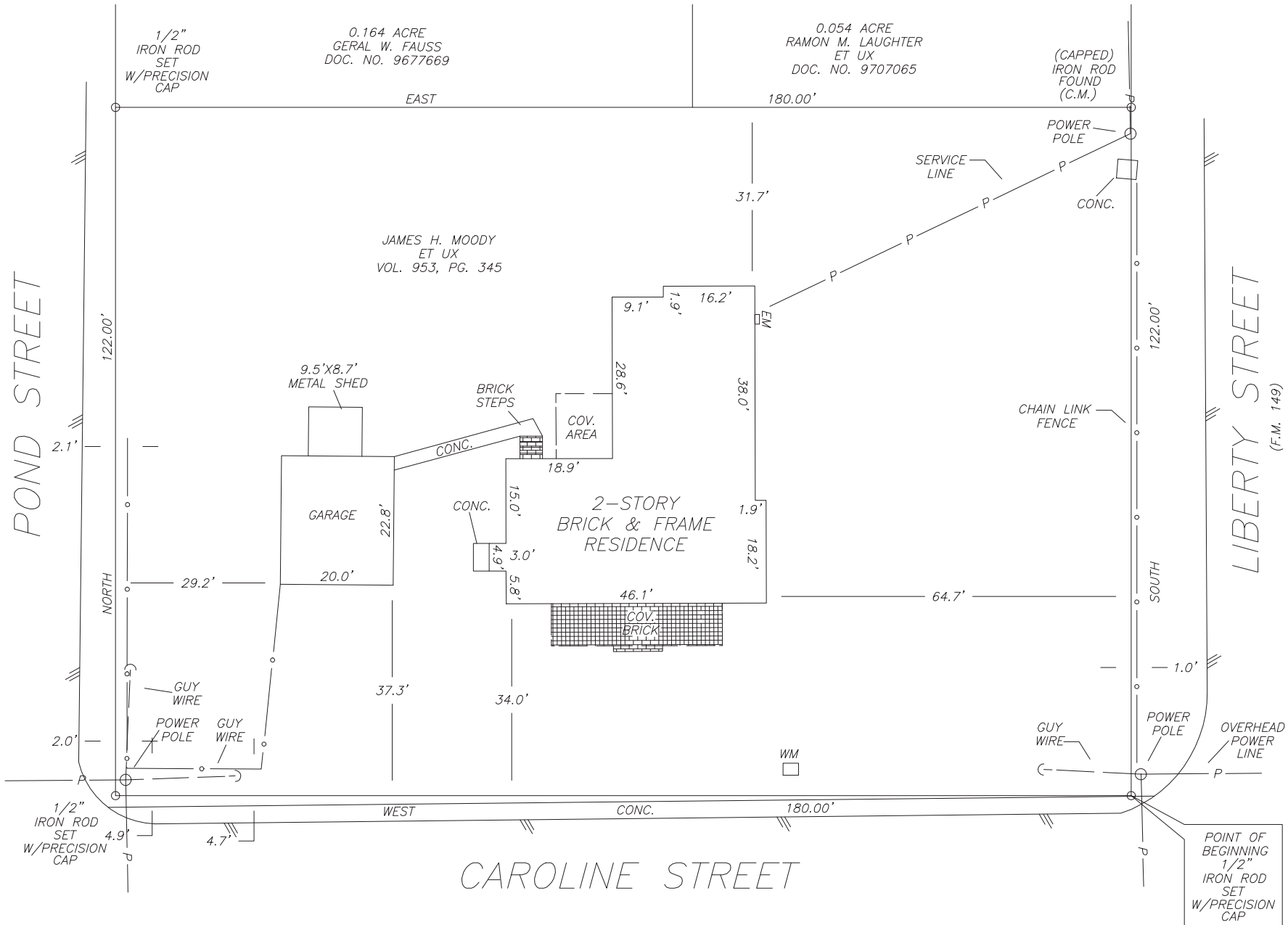
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504 Caroline
Montgomery, TX
77356

project no.	sheet no.
TX1000	08
date	scale
04/21/22	1/8" = 1'-0"



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504 Caroline
Montgomery, TX
77356

project no.	sheet no.
TX1000	09
date	scale
04/21/22	1/16" = 1'-0"

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504 Caroline
Montgomery, TX
77356

project no.	sheet no.
TX1000	10
date	scale
04/21/22	



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504 Caroline
 Montgomery, TX
 77356

project no.	sheet no.
TX1000	11
date	scale
04/21/22	

DANIE VAN LOGGERENBERG
ARCHITECTURE



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504 Caroline
Montgomery, TX
77356

project no.	sheet no.
TX1000	12
date	scale
04/21/22	

**Montgomery City Council
AGENDA REPORT**

Meeting Date: June 4, 2022	Budgeted Amount: \$76,581.00
Department: Public Works	Prepared By: Mike Muckleroy

Subject
Discussion on emergency expenditure to add surge/lightning protection to Water Well 3 electrical service in the amount of \$14,200.00.

Recommendation
No action required.

Discussion
Water Well 3 has received 2 separate surge/lightning strikes in the past 5 months which caused damages to the submersible pump motor both times. When one of these incidents occur it puts the well out of commission for 3 to 4 weeks which limits our water production capabilities. We filed both incidents through our insurance and they were covered minus a \$2,500.00 deductible each time. After the second incident Michael Williams and myself talked through what could be causing this after many years of having no issues. We discovered the surge protection that is onsite now only covers the electrical service for Well 4. There is no surge protection for the electrical service feeding Well 3. Michael immediately went to work to get a quote for this protection. We received the quote on Tuesday, May 31, 2022. This was too late to place on the agenda for the special meeting that night and a full 2 weeks away from the next meeting which is tonight. I made the recommendation to the Interim City Administrator that he approve this as an emergency expenditure and we report it at the next meeting. I am happy to answer any questions on this and Michael Williams will be present to answer any technical questions on this issue.

Approved By		
Public Works Director	Mike Muckleroy	Date: 06/08/2022
Interim City Administrator	Dave McCorquodale	Date: 06/08/2022

**Montgomery City Council
AGENDA REPORT**

Meeting Date: June 14, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action regarding approval of the Certificate of Acceptance of the Downtown Waterline Replacement project.

Recommendation

Accept the public water infrastructure and begin the one-year warranty period.

Discussion

The SH 105 / Downtown Waterline Replacement Project relieved a bottleneck in the City’s water distribution system by replacing an aging, smaller waterline with a 12” waterline. The project extent is from Jim’s Hardware on the north side of downtown to past Cedar Brake Park along Eva Street. Both endpoints of the project connected to existing 12” waterlines.

The project has been deemed complete and ready for acceptance by the project engineer (Jones|Carter / Quiddity) and the city engineer. While the project has been substantially complete since the beginning of the year, the contract has addressed punchlist and closeout document items for the past few months. The city engineer’s memo is attached for review.

Approved By		
		Date:
Interim City Administrator	Dave McCorquodale	Date: 06/08/2022



June 9, 2022

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

Re: Acceptance of Public Infrastructure
Downtown Waterline Replacement
City of Montgomery

Dear Mayor and City Council:

We have conducted a final inspection of the referenced project, and find the project to be substantially complete in accordance with the approved plans and specifications, and the contractor has addressed all items at the final inspection. The contractor has provided the required maintenance bond for the infrastructure as well as the enclosed Pay Estimate No. 11 and final in the amount of \$113,923.43. We recommend the City accept the public water infrastructure, and begin the one-year warranty period, which will end on December 16, 2022.

Sincerely,

A handwritten signature in blue ink that reads "Chris Roznovsky". The signature is fluid and cursive, written in a professional style.

Chris Roznovsky, PE
Engineer for the City

CVR/kv:zlg

Z:\00574 (City of Montgomery)_900 General Consultation\Correspondence\Letters\2022.06.08 MEMO to Council RE Downtown Waterline Acceptance.docx

Enclosures: Certificate of Substantial Completion
Final Punchlist
Certificate of Acceptance
Pay Estimate No. 11

Cc (via email): Mr. Dave McCorquodale – City of Montgomery, Interim City Administrator and Director of Planning & Development
Ms. Nici Browe – City of Montgomery, City Secretary
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney



Jones & Carter, Inc.
 1575 Sawdust Rd, Suite 400
 The Woodlands, Texas 77380-4241
 United States
 (713) 389-1566

Punch Items for W5841-0028-00 - Downtown Waterline Replacement - Rebid

12 Items

#1: Provide final As Built Plans

Type: Location:
 Date Created: 10/20/2021 Due Date: 10/25/2021
 Priority: High Status: **Closed by Michael Carpenter on 11/16/2021**
 Creator: Michael Carpenter Reference:
 Punch Item Manager: Michael Carpenter Final Approver: Michael Carpenter
 Ball in Court: Assignee Name: **Gutierrez, Adrian (Nerie Construction)**
Resolved

Description:

#2: Remove work debris, survey staking, one call flags and sand bags from work areas at SH 105 & Cemetery, SH 105 & Pond Street,

Type: Location:
 Date Created: 10/20/2021 Due Date: 10/27/2021
 Priority: Status: **Closed by Michael Carpenter on 11/18/2021**
 Creator: Michael Carpenter Reference:
 Punch Item Manager: Michael Carpenter Final Approver: Michael Carpenter
 Ball in Court: Assignee Name:

Description:





#3: Coat Air Release Vent Pipe and add screen to vent pipe outlet

Type: Location:
 Date Created: 10/20/2021 Due Date: 11/03/2021
 Priority: **Medium** Status: **Closed by Michael Carpenter on 10/29/2021**
 Creator: **Michael Carpenter** Reference:
 Punch Item Manager: **Michael Carpenter** Final Approver: **Michael Carpenter**
 Ball in Court: Assignee Name: **Gutierrez, Adrian (Nerie Construction)**
Resolved



Description:

#4: Confirm final stabilization and grass growth

Type: Location:
 Date Created: 10/20/2021 Due Date: 11/03/2021
 Priority: **Medium** Status: **Closed by Jim Gregg on 11/18/2021**
 Creator: **Michael Carpenter** Reference:
 Punch Item Manager: **Michael Carpenter** Final Approver: **Michael Carpenter**
 Ball in Court: Assignee Name: **Gutierrez, Adrian (Nerie Construction)**
Work Required



Description:

#5: Remove traffic cone in trees on Pond Streets by Kirk's

Type: Location:
 Date Created: 10/20/2021 Due Date: 11/03/2021
 Priority: **Medium** Status: **Closed by Jim Gregg on 11/18/2021**
 Creator: **Michael Carpenter** Reference:
 Punch Item Manager: **Michael Carpenter** Final Approver: **Michael Carpenter**
 Ball in Court: Assignee Name: **Gutierrez, Adrian (Nerie Construction)**
Work Required



Description:

#6: Remove old A Box at Caroline & Pond

Type: Location:
 Date Created: 10/20/2021 Due Date: 11/03/2021
 Priority: **Medium** Status: **Closed by Jim Gregg on 11/18/2021**
 Creator: **Michael Carpenter** Reference:
 Punch Item Manager: **Michael Carpenter** Final Approver: **Michael Carpenter**
 Ball in Court: Assignee Name: **Gutierrez, Adrian (Nerie Construction)**
Ready for Review



Description:

#7: Add fill and regrade/seed at Jim's Hardware corner of parking lot

Type: Location:
 Date Created: 10/20/2021 Due Date: 11/03/2021
 Priority: Status:

High

Closed by Michael Carpenter on 10/29/2021

Creator:
Michael Carpenter

Reference:

Punch Item Manager:
Michael Carpenter

Final Approver:
Michael Carpenter

Ball in Court:

Assignee Name:
Gutierrez, Adrian (Nerie Construction)
Resolved



Description:

#8: Repair and regrade/seed reels at Jims Hardware at Liberty & Berkeley

Type:

Location:

Date Created:
10/20/2021

Due Date:
11/03/2021

Priority:
Medium

Status:
Closed by Michael Carpenter on 10/29/2021

Creator:
Michael Carpenter

Reference:

Punch Item Manager:
Michael Carpenter

Final Approver:
Michael Carpenter

Ball in Court:

Assignee Name:
Gutierrez, Adrian (Nerie Construction)
Resolved



Description:

#9: Repair damage to Drapery shop on side of building

Type:

Location:

Date Created:
10/20/2021

Due Date:
10/31/2021

Priority:
High

Status:
Closed by Michael Carpenter on 11/16/2021

Creator:
Michael Carpenter

Reference:

Punch Item Manager:
Michael Carpenter

Final Approver:
Michael Carpenter

Ball in Court:

Assignee Name:
Gutierrez, Adrian (Nerie



Construction)
Resolved

Description:

#10: Add asphalt lot for Drapery shop per pre construction photos

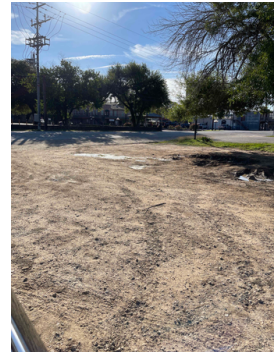
Type: Location:
 Date Created: **10/20/2021** Due Date: **11/03/2021**
 Priority: **Medium** Status: **Closed by Michael Carpenter on 10/27/2021**
 Creator: **Michael Carpenter** Reference:
 Punch Item Manager: **Michael Carpenter** Final Approver: **Michael Carpenter**
 Ball in Court: Assignee Name: **Gutierrez, Adrian (Nerie Construction)**
Resolved



Description:

#11: Regrade Monte West Property with Assistance from City of Montgomery per agreement

Type: Location:
 Date Created: **10/20/2021** Due Date: **11/10/2021**
 Priority: **Medium** Status: **Closed by Michael Carpenter on 11/16/2021**
 Creator: **Michael Carpenter** Reference:
 Punch Item Manager: **Michael Carpenter** Final Approver: **Michael Carpenter**
 Ball in Court: Assignee Name: **Gutierrez, Adrian (Nerie Construction)**
Resolved



Description:

#12: Remove abandoned valve boxes at Shepherd & 105, 105 & Heritage Driveway

Type: Location:

Date Created:
11/02/2021

Due Date:
11/09/2021

Priority:

Status:
**Closed by Michael Carpenter
on 11/18/2021**

Creator:
Michael Carpenter

Reference:

Punch Item Manager:
Michael Carpenter

Final Approver:
Michael Carpenter

Ball in Court:

Assignee Name:
**Gutierrez, Adrian (Nerie
Construction)**
Ready for Review

Description:





1575 Sawdust Road, Suite 400
The Woodlands, Texas 77380
Tel: 281.363.4039
Fax: 281.363.3459
www.jonescarter.com

January 24, 2022

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

Re: Construction of Downtown Waterline Replacement - Rebid
City of Montgomery
TIN No. 74-2063592

Dear Mayor and Council:

Enclosed is Progress Payment Request No. 11 & Final from Nerie Construction, LLC for the referenced project. The estimate is in order and we recommend payment in the amount of \$113,923.43 to Nerie Construction, LLC.

Also enclosed is Construction Progress Report No. 11 & Final, which is submitted in accordance with Texas Commission on Environmental Quality Rule No. 293.62. This report covers construction activities for the referenced project during the period October 26, 2021 to December 15, 2021.

You will also find your copies of the Contractor’s Affidavits of Bills paid and Affidavit of Guarantee, and our Certificate of Substantial Completion. Copies of the Certificate of Acceptance will be forwarded to you under separate cover, and we will distribute copies for your records after approval and execution.

Sincerely,

Don M. Durgin, PE

DMD:wsl/tls

K:\W5841-0028-00 SH - 105 Waterline Replacement\3 Construction Phase\5. Pay Estimates & Change Orders\W5841-0028-00 Est Letter.docx

Enclosure

- cc: Nerie Construction, LLC
- Mr. Richard Tramm – City of Montgomery, City Administrator
- Ms. Susan Hensley – City of Montgomery, City Secretary
- Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney
- Mr. Christopher Roznovsky, PE - Ward, Getz & Associates, LLP - City Engineer

January 24, 2022

Construction Progress Report No. 11 & Final
Period October 26, 2021 to December 15, 2021

Construction of Downtown Waterline Replacement - Rebid
City of Montgomery
TIN No. 74-2063592

Contract:

- A. Contractor: Nerie Construction, LLC
- B. Contract Date: November 25, 2020
- C. Authorization to Proceed: January 4, 2021 (210 Calendar Days)
- D. Completion Date: August 2, 2021
- E. Contract Time Used: 345 Calendar Days (164%)

I. General

Contractor has completed the project in full including all punch list items from the final inspection.

II. Change Orders

None Issued this Report.

III. Completion Report

A. Cost as of this Report Period

1.	Contract Bid Price	\$	913,838.00
2.	Change Orders	\$	18,595.30
3.	Adjustment to Final Quantity	\$	(-40,699.00)
4.	Total Contract Price	\$	891,734.30

B. Actual cost as of this Report \$ 891,734.30

C. Amount Retained (10% of B) \$ 0.00

D. Total Paid Contractor \$ 891,734.30

E. Estimated Cost Remaining (A.3 - B) \$ 0.00

F. Construction Complete (B/A.3) 100%

IV. Frequency of Observation – Periodically

V. Noteworthy Items:

No Items this Report.



OWNER: City of Montgomery				PROGRESS PAYMENT # 11 & Final				CONTRACT DATES			
PROJECT: Construction of Downtown Waterline Replacement								FROM TO			
JOB NO. : W5841-0028-00								ORIGINAL 04-Jan-21 13-Jun-21			
CONTRACTOR: Nerie Construction, LLC								REVISED 04-Jan-21 02-Aug-21			
								THIS EST. 26-Oct-21 15-Dec-21			
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL TO DATE		REMARKS
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Move-in and start-up, including performance and payment bonds for 100 percent (100%) of the contract amount, a certificate of insurance, a completed certificate of interested parties Form 1295, and weekly project schedules as directed by Engineer.	LS	1.0	\$45,500.00	0.0%	\$0.00	100.0%	\$45,500.00	100.0%	\$45,500.00	100.0%
SH-105 (BASE BID)											
2	Bid Item No. 2 Removed in Lieu of Awarded Bid Item No. A16										
3	Additional cost for Trenchless Construction of 12-inch C-900 AWWA (DR18) Class 235 waterline, including excavation and backfill of bore pits, and fittings (not including pipe), complete in place. Unit price must match Bid Item Nos. 16 and 23.	LF	405.0	\$65.00	0.0	\$0.00	614.0	\$39,910.00	614.0	\$39,910.00	151.6%
4	Additional cost for 12-inch C-900 AWWA (DR18) Class 235 waterline by pipebursting, including excavation and backfill of bore pits, and fittings (not including pipe), complete in place.	LF	729.0	\$130.00	0.0	\$0.00	582.0	\$75,660.00	582.0	\$75,660.00	79.8%
5	12-inch resilient wedge gate valve (Mueller) including box (counter-clockwise open), concrete base block, riser, and 2'x2' concrete pad, complete in place. Unit price must match Bid Item Nos. 18 and 24.	EA	5.0	\$7,200.00	0.0	\$0.00	3.0	\$21,600.00	3.0	\$21,600.00	60.0%
6	Connect proposed 12-inch waterline to existing 12-inch waterline, including removal of existing 2-inch blow-off and 12-inch plug, complete in place. Unit price must match Bid Item No. 25.	EA	3.0	\$4,000.00	0.0	\$0.00	3.0	\$12,000.00	3.0	\$12,000.00	100.0%



OWNER: City of Montgomery PROGRESS PAYMENT # 11 & Final

PROJECT: Construction of Downtown Waterline Replacement CONTRACT DATES

JOB NO. : W5841-0028-00 FROM 04-Jan-21 TO 13-Jun-21

CONTRACTOR: Nerie Construction, LLC REVISIED 04-Jan-21 02-Aug-21

THIS EST. 26-Oct-21 15-Dec-21

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL TO DATE		REMARKS
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
7	8-inch resilient wedge gate valve (Mueller) including box (counter-clockwise open), concrete base block, riser, and 2'x2' concrete pad, complete in place.	EA	1.0	\$3,800.00	0.0	\$0.00	1.0	\$3,800.00	1.0	\$3,800.00	100.0%
8	6-inch resilient wedge gate valve (Mueller) including box (counter-clockwise open), concrete base block, riser, and 2'x2' concrete pad, complete in place. Unit price must match Bid Item No. 20	EA	1.0	\$3,300.00	0.0	\$0.00	1.0	\$3,300.00	1.0	\$3,300.00	100.0%
9	Connect proposed 12-inch waterline to existing 8-inch waterline, including removal of existing 2-inch blow-off and 8-inch plug, complete in place.	EA	2.0	\$4,000.00	0.0	\$0.00	2.0	\$8,000.00	2.0	\$8,000.00	100.0%
10	Connect proposed 12-inch waterline to existing 6-inch waterline, complete in place.	EA.	1.0	\$4,000.00	4.0	\$16,000.00	0.0	\$0.00	4.0	\$16,000.00	400.0%
11	Flushing valve, bury as shown, (including lead and gate valve), complete in place. Unit price must match Bid Item Nos. 19 and 26.	EA	5.0	\$4,000.00	0.0	\$0.00	5.0	\$20,000.00	5.0	\$20,000.00	100.0%
12	12-inch x 6-inch tapping sleeve and valve with Box, complete in place.	EA	1.0	\$5,500.00	0.0	\$0.00	1.0	\$5,500.00	1.0	\$5,500.00	100.0%
13	2-inch Air Release Valve, including precast concrete box, tapped into proposed 12-inch water main, as specified per City of Montgomery Standard Details, complete in place.	EA	1.0	\$15,000.00	0.0	\$0.00	1.0	\$15,000.00	1.0	\$15,000.00	100.0%
14	Reconnect existing water meters to new 12-inch waterline, as directed by engineer, complete in place. Unit price must match Bid Item Nos. 21 and 27.	EA	3.0	\$1,500.00	0.0	\$0.00	3.0	\$4,500.00	3.0	\$4,500.00	100.0%



OWNER: City of Montgomery PROGRESS PAYMENT # 11 & Final

PROJECT: Construction of Downtown Waterline Replacement CONTRACT DATES

JOB NO. : W5841-0028-00 FROM 04-Jan-21 TO 13-Jun-21

CONTRACTOR: Nerie Construction, LLC REVISD 04-Jan-21 02-Aug-21

THIS EST. 26-Oct-21 15-Dec-21

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL TO DATE		REMARKS
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
POND STREET (BASE BID)											
15	Bid Item No. 15 Removed in Lieu of Awarded Bid Item No. A16										
16	Additional cost for Trenchless Construction of 12-inch C-900 AWWA (DR18) Class 235 waterline, including excavation and backfill of bore pits, and fittings (not including pipe), complete in place. Unit price must match Bid Item Nos. 3 and 23.	LF	646.0	\$65.00	0.0	\$0.00	1,180.0	\$76,700.00	1,180.0	\$76,700.00	182.7%
17	Additional cost for 20-inch steel casing, complete in place.	LF	65.0	\$300.00	0.0	\$0.00	65.0	\$19,500.00	65.0	\$19,500.00	100.0%
18	12-inch resilient wedge gate valve (Mueller) including box (counter-clockwise open), concrete base block, riser, and 2'x2' concrete pad, complete in place. Unit price must match Bid Item Nos. 5 and 24.	EA	4.0	\$7,200.00	0.0	\$0.00	4.0	\$28,800.00	4.0	\$28,800.00	100.0%
19	Flushing valve, bury as shown, (including lead and gate valve), complete in place. Unit price must match Bid Item Nos. 11 and 26.	EA	2.0	\$4,000.00	0.0	\$0.00	2.0	\$8,000.00	2.0	\$8,000.00	100.0%
20	6-inch resilient wedge gate valve (Mueller) including box (counter-clockwise open), concrete base block, riser, and 2'x2' concrete pad, complete in place. Unit price must match Bid Item No. 8.	EA	1.0	\$3,300.00	0.0	\$0.00	3.0	\$9,900.00	3.0	\$9,900.00	300.0%
21	Reconnect existing water meters to new 12-inch waterline, as directed by engineer, complete in place. Unit price must match Bid Item Nos. 14 and 27.	EA	6.0	\$1,500.00	0.0	\$0.00	6.0	\$9,000.00	6.0	\$9,000.00	100.0%



OWNER: City of Montgomery PROGRESS PAYMENT # 11 & Final

PROJECT: Construction of Downtown Waterline Replacement CONTRACT DATES

JOB NO. : W5841-0028-00 FROM 04-Jan-21 TO 13-Jun-21

CONTRACTOR: Nerie Construction, LLC REVISED 04-Jan-21 02-Aug-21

THIS EST. 26-Oct-21 15-Dec-21

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL TO DATE		REMARKS
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
FM-149 (BASE BID)											
22	Bid Item No. 22 Removed in Lieu of Awarded Bid Item No. A16										
23	Additional cost for Trenchless Construction of 12-inch C-900 AWWA (DR18) Class 235 waterline, including excavation and backfill of bore pits, and fittings (not including pipe), complete in place. Unit price must match Bid Item Nos. 3 and 16.	LF	527.0	\$65.00	0.0	\$0.00	635.0	\$41,275.00	635.0	\$41,275.00	120.5%
24	12-inch resilient wedge gate valve (Mueller) including box (counter-clockwise open), concrete base block, riser, and 2'x2' concrete pad, complete in place. Unit price must match Bid Item Nos. 5 and 18.	EA	1.0	\$7,200.00	0.0	\$0.00	1.0	\$7,200.00	1.0	\$7,200.00	100.0%
25	Connect proposed 12-inch waterline to existing 12-inch waterline, including removal of existing 2-inch blow-off and 12-inch plug, complete in place. Unit price must match Bid Item No. 6.	EA	1.0	\$4,000.00	0.0	\$0.00	1.0	\$4,000.00	1.0	\$4,000.00	100.0%
26	Flushing valve, bury as shown, (including lead and gate valve), complete in place. Unit price must match Bid Item Nos. 11 and 19.	EA	1.0	\$4,000.00	0.0	\$0.00	1.0	\$4,000.00	1.0	\$4,000.00	100.0%
27	Reconnect existing water meters to new 12-inch waterline, as directed by engineer, complete in place. Unit price must match Bid Item Nos. 14 and 21.	EA	2.0	\$1,500.00	0.0	\$0.00	1.0	\$1,500.00	1.0	\$1,500.00	50.0%



OWNER: City of Montgomery
 PROJECT: Construction of Downtown Waterline Replacement
 JOB NO. : W5841-0028-00
 CONTRACTOR: Nerie Construction, LLC

CONTRACT DATES
 FROM 04-Jan-21 TO 13-Jun-21
 REVISIONS 04-Jan-21 TO 02-Aug-21
 THIS EST. 26-Oct-21 TO 15-Dec-21

PROGRESS PAYMENT # 11 & Final

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL TO DATE		REMARKS
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
SUPPLEMENTAL ITEMS											
28	Trench safety system for all pipe sizes and depths.	LF	1,969.0	\$2.00	0.0	\$0.00	87.0	\$174.00	87.0	\$174.00	4.4%
29	Traffic Control Plan per plans, complete in place.	LS	1.0	\$50,000.00	0.0%	\$0.00	100.0%	\$50,000.00	100.0%	\$50,000.00	100.0%
30	Placement of reinforced filter fabric fence, per plans and as directed by Engineer (including installation, maintenance, and removal).	LF	4,500.0	\$3.00	0.0	\$0.00	1,685.0	\$5,055.00	1,685.0	\$5,055.00	37.4%
31	Hydro-mulch seeding of rights-of-way and adjacent Easements (less pavement area). Contractor to ensure growth of vegetation by whatever means necessary, including re-seeding, over-seeding or watering at no separate pay.	LS	1.0	\$23,000.00	50.0%	\$11,500.00	50.0%	\$11,500.00	100.0%	\$23,000.00	100.0%
32	Temporary water service (6") with connection to all existing water meters to all users throughout construction (includes installation, disinfection, connection, and disconnection), as directed by Engineer.	LF	3,924.0	\$50.00	0.0	\$0.00	2,795.0	\$139,750.00	2,795.0	\$139,750.00	71.2%
33	Additional Back Taps *** CHANGE ORDER NO. 1 ***	EA	2.0	\$2,560.00	0.0	\$0.00	2.0	\$5,120.00	2.0	\$5,120.00	100.0%
34	Additional Mobilizations *** CHANGE ORDER NO. 1 ***	EA	2.0	\$3,000.00	0.0	\$0.00	2.0	\$6,000.00	2.0	\$6,000.00	100.0%
35	Waterline Offset *** CHANGE ORDER NO. 1 ***	LS	1.0	\$3,475.30	0.0%	\$0.00	100.0%	\$3,475.30	100.0%	\$3,475.30	100.0%
36	12X6 Wet Connection *** CHANGE ORDER NO. 1 ***	EA	1.0	\$4,000.00	0.0	\$0.00	1.0	\$4,000.00	1.0	\$4,000.00	100.0%



OWNER: City of Montgomery PROGRESS PAYMENT # 11 & Final

PROJECT: Construction of Downtown Waterline Replacement CONTRACT DATES

JOB NO. : W5841-0028-00 FROM 04-Jan-21 TO 13-Jun-21

CONTRACTOR: Nerie Construction, LLC REVISD 04-Jan-21 02-Aug-21

THIS EST. 26-Oct-21 15-Dec-21

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL TO DATE		REMARKS
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
ALTERNATE NO. 3 (GENERAL)											
A16	12-inch Restrained Joint C-900 AWWA (DR18) Class 235 waterline, including fittings (tees, bends, joints, and flanges), removal and replacement of sidewalk, removal of existing asphalt pavement and installation of stabilized gravel, copper tracer wire, thrust blocks, bedding, backfill and testing, complete in place, in lieu of Bid Item Nos. 2, 15, and 22.	LF	3,372.0	\$55.00	0.0	\$0.00	3,173.0	\$174,515.00	3,173.0	\$174,515.00	94.1%



OWNER: City of Montgomery PROGRESS PAYMENT # 11 & Final

PROJECT: Construction of Downtown Waterline Replacement CONTRACT DATES

JOB NO. : W5841-0028-00 FROM 04-Jan-21 TO 13-Jun-21

CONTRACTOR: Nerie Construction, LLC REVISED 04-Jan-21 TO 02-Aug-21

THIS EST. 26-Oct-21 TO 15-Dec-21

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL TO DATE		REMARKS	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT		
MATERIALS ON HAND						\$0.00		\$0.00		\$0.00		
TOTAL MATERIALS ON HAND						\$0.00		\$0.00		\$0.00		
				CHANGE ORDER PLUS/MINUS	VALUE	DAYS						
				Change Order No. 001	\$18,595.30	50				\$18,595.30		
				Adjustments fo Final Quantities	(\$40,699.00)					(\$40,699.00)		
				TOTAL CONTRACT MODIFICATIONS							(\$22,103.70)	
				Subtotal (Line Items)			\$27,500.00	\$864,234.30		\$891,734.30		
				Materials on Hand			\$0.00	\$0.00		\$0.00		
				Subtotal (Materials on Hand/Line Items)			\$27,500.00	\$864,234.30		\$891,734.30		
	0 Impact Days Requested this Pay Period			Less Retainage (0%)			(\$86,423.43)	\$86,423.43		\$0.00		
	0 Impact Days Approved this Pay Period			Total			\$113,923.43	\$777,810.87		\$891,734.30		
	0 Impact Days Approved to Date			Less Previous Estimates						\$777,810.87		
	50 Change Order Days			Due this Estimate						\$113,923.43		
	135 Days Over Contract Time											
	164% Complete by Time			Orig. Contract Amount	\$913,838.00							
	100% Complete by Value			Contract Modifications	(\$22,103.70)							
				Total Contract Amount	\$891,734.30							
				Construction Remaining	\$0.00							
				Amount Approved	\$113,923.43							

APPROVED BY JONES|CARTER

BY: Don M. Durgin, PE

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

Personally, before me the undersigned authority, on this day appeared Rosa Contreras, who being duly sworn on oath, says that he is a representative of Nerie Construction, LLC and that the contract for the construction of the project,

Designated as: City of Montgomery Downtown Waterline Replacement

Pro. No. W5841-0028-00

has been satisfactorily completed and that all bills for materials, subcontractors, apparatus, fixtures, machinery, labor, and equipment used in connection with the construction of this project have been fully paid.

Rosa M. Contreras

Signature

Rosa Contreras - Contract Admin.
Printed Name & Title

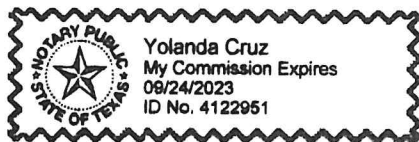
Subscribed and Sworn to, before me this, the 20 day of January, 2022.

My Commission Expires: 9/24/2023

Yolanda Cruz

Notary Public in and for

Harris County, Texas



TEXAS CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: Downtown Waterline Replacement- Rebid for City of Montgomery

Job No. W5841-0028-00

On receipt by the signer of this document of a check from City of Montgomery (maker of check) in the sum of \$113,923.43 payable to Nerie Construction LLC (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Montgomery (owner) located at City of Montgomery (location) to the following extent: Downtown Water Replacement-Rebid for City of Montgomery.

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to City of Montgomery.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

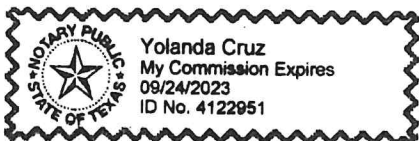
Date 1/20/2022

Nerie Construction LLC (Company name)

By Rosa M. Contreras (Signature)
Contract Admin (Title)

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned Notary Public in and for the State of Texas, on this day personally appeared Rosa Contreras, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed such instrument for the purposes therein expressed, and in the capacity therein stated as the act and deed of such business entity.



Yolanda Cruz
Name:
Notary Public, State of Texas
My commission expires: 9/24/23



6330 West Loop South, Suite 150
Bellaire, Texas 77401
Tel: 713.777.5337
Fax: 713.777.5976
www.jonescarter.com

Page 1 of 2

FINAL CERTIFICATE OF SUBSTANTIAL COMPLETION

Date: January 12, 2022

Owner: City of Montgomery City Council

Contractor: Nerie Construction, LLC.

Engineer: Jones | Carter

Project: Construction of Downtown Waterline Replacement

This final Certificate of Substantial Completion applies to:

All Work

The following specified portions of the Work: N/A

The Work to which this Certificate applies has been reviewed by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion designated above is hereby established in the preliminary Certificate of Substantial Completion, which is attached hereto.

The date upon this final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

The following documents are attached to and made a part of this Certificate: preliminary Certificate of Substantial Completion with punch list.



FINAL CERTIFICATE OF SUBSTANTIAL COMPLETION

Date: January 12, 2022

Owner: City of Montgomery City Council

Contractor: Nerie Construction, LLC.

Engineer: Jones | Carter

Project: Construction of Downtown Waterline Replacement

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, is not a release of the Contractor's obligation to complete the Work in accordance with the Contract and does not warrant or imply a warranty of the Contractor's materials or workmanship.

EXECUTED BY ENGINEER:

By: 
(Authorized signature)

Name: Donald Durgin

ACKNOWLEDGED:


By: _____
Owner (Authorized Signature)

Name: _____

Title: _____

Date: _____

ACKNOWLEDGED:

By: 
Contractor (Authorized Signature)

Name: Joseph Nerie

Title: President

Date: 1-24-2022

CERTIFICATE OF ACCEPTANCE

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

Re: Construction of Downtown Waterline Replacement
City of Montgomery
TIN No. 74-2063592

Dear Mayor and Council:

This is to certify that **CITY OF MONTGOMERY CITY COUNCIL** accepts the subject project on the basis of the Certificate of Substantial Completion issued by our engineers, Jones|Carter, and understands that a guarantee shall cover a period of one (1) year beginning December 16, 2021.

CITY OF MONTGOMERY CITY COUNCIL

Print Name: _____

Signature: _____

Date: _____

K:\W5841\W5841-0028-00 SH - 105 Waterline Replacement\3 Construction Phase\4. Construction Documents\W5841-0028-00 COA.docx

cc: Nerie Construction, LLC
Mr. Richard Tramm-City of Montgomery, City Administrator
Ms. Susan Hensley-City of Montgomery, City Secretary
Mr. Alan Petrov-Johnson Petrov, LLP, City Attorney
Mr. Christopher Roznovsky, PE-Ward, Getz & Associates, LLP-City Engineer

Forms Section

Monthly Davis-Bacon Wage Rate Certificate of Compliance Submittal by Owner (Subrecipient)

TWDB Project No. 62715

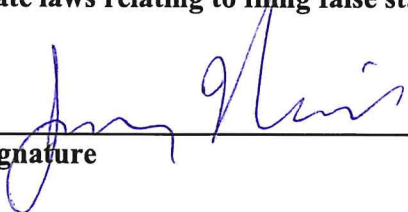
Loan No. 1000605

This executed certificate must be submitted with each Outlay report for labor included within construction contracts. This Certificate applies only for Financial Assistance CLOSED AFTER 10/30/2009.

I, Jason Nerie (Name), General Manager (Title) of Nerie Construction (Name of entity) hereby certify that periodic reviews of a

representative sample of the weekly payroll data, and contractor weekly payroll certifications, such as OMB No. 1235-0008, have been performed to verify that contractors and subcontractors are paying the appropriate wage rate for compliance with section 513 of the Federal Water Pollution Control Act (33 U.S.C. 1372) for the Clean Water State Revolving Fund or with section 1452(a)(5) of the Safe Drinking Water Act (42 U.S.C.300j-12(a)(5)) for the Drinking Water State Revolving Fund. These laws require payment of prevailing wages in accordance with 40 U.S.C. §§ 3141–3144, 3146, and 3147 (contained within the Davis-Bacon Act, as amended).

I understand that a false statement herein may subject me to penalties under federal and state laws relating to filing false statements and other relevant statutes.


Signature

12-15-21
Date

Attachment 9: Monthly American Iron and Steel Certificate

Compliance Submittal by Owner (Sub-Recipient)

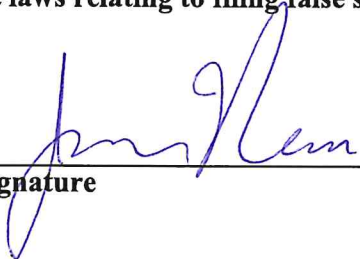
TWDB Project No. 62715

Loan No. 1000605

This executed certificate must be submitted with each Outlay report requesting funds associated with construction contracts for all iron and steel products and/or materials included within the project's construction contracts.

I, Jason Nerie, General Manager of Nerie Construction hereby certify that all iron and steel products and/or materials incorporated into the construction, alteration, maintenance, or repair of the subject project are in full compliance with the American Iron and Steel requirements of Section 608 of the Federal Water Pollution Control Act (33 U.S.C. §1388) for the Clean Water State Revolving Fund or federal law, including federal appropriation acts and Section 1452(a)(4) of the Safe Drinking Water Act (42 U.S.C. §300j-12(a)(4)), as applicable, for the Drinking Water State Revolving Fund, or comply with waivers granted by the U.S. Environmental Protection Agency.

I understand that a false statement herein may subject me to penalties under federal and state laws relating to filing false statements and other relevant statutes.


Signature

12-15-21
Date

**Montgomery City Council
AGENDA REPORT**

Meeting Date: June 14, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Discussion and possible action authorizing city staff and consultants to coordinate with Pulte Homes of Texas regarding proposed Development, Annexation, and Consent to Creation of a Special Purpose District Agreements for a proposed 80-acre single-family residential development (Dev. No. 2203).

Recommendation

Authorize staff and consultants to coordinate as necessary.

Discussion

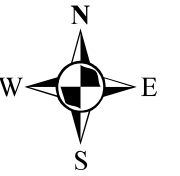
You may recall the Feasibility Study presentation from the city engineer on this proposed project at the May 24th meeting. The developer is proposing a single-family residential development in the northeast corner of the City that includes annexation of 80-acres of land currently in our ETJ. The developer proposes to create an in-City MUD to finance the public improvements and the project will require extension of the City’s water and sewer systems to serve the tract. These utility extensions and associated costs will be paid for by the developer (and eventually reimbursed to them through the MUD).

The city engineer and attorney, and to a lesser degree city staff, will need to spend time and effort coordinating with the developer’s team to draft the documents needed for the development. The action in this item is authorizing the staff and consultants to proceed with the work.

The next step will be for City Council to meet with the developer at an upcoming meeting to discuss the details of the project and terms of the various agreements.

Approved By

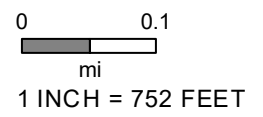
		Date:
Interim City Administrator	Dave McCorquodale	Date: 06/08/2022



LEGEND

- City Limit
- City ETJ
- MCAD Property Boundaries
- Road Label

Date: 4/8/2022



Disclaimer: This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Jones & Carter, Inc. concerning the accuracy, completeness, reliability, or usability of the information included within this exhibit.

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 Jones & Carter, Inc.
 Sources: Esri, HERE, DeLorme, Intermap, incropol, Swire, QGIS, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL

**PULTE GROUP FEASIBILITY STUDY
(Dev. No. 2203)**

FOR

THE CITY OF MONTGOMERY

WGA PROJECT NO. 00574-115

MAY 2022

PREPARED BY

WGA

CONSULTING ENGINEERS

OVERVIEW

- 1 Executive Summary
- 2 Introduction
- 3 Analysis

Exhibits:

- A: Tract Boundary
- B: Preliminary Site Plan
- C: Water and Wastewater Usage Projection
- D: Excerpt From Impact Fee Analysis
- E: Escrow Calculation
- F: Preliminary Cost Estimate

1 EXECUTIVE SUMMARY

Pulte Homes of Texas (the “Developer”) has requested the City of Montgomery (the “City”) to perform a feasibility study for the City to serve future single-family development on a 79.4 acre tract along FM 1097, also referred to as the Mabry tract. The tract is located outside the City limits and within the City’s Extraterritorial Jurisdiction (“ETJ”), and will require annexation prior to receiving service.

This development would consist of approximately 250 single family lots for in-city service at full build out. The final land plan may affect the estimated costs of and revenues associated with the development.

The analysis shows that after the completion of the City’s Water Plant No. 3 Improvements project currently in construction the City will have the water capacity to serve the development, and existing developments, for the next few years but will need additional water plant capacity to serve all existing and proposed developments at full build out.

The analysis shows that based on sanitary sewer capacity of Lift Station No. 10, the lift station will need additional capacity to serve all existing and proposed developments at full build out. The analysis also shows that the City will have the sanitary sewer capacity to serve the development and existing developments for the next couple of years but will need additional sanitary sewer plant capacity to serve all existing and proposed developments at full build out.

The estimated total costs that will be associated with the development are:

Escrow Account	\$44,000
Lift Station 10 Improvements	\$350,000
Water Impact Fee	\$281,500
Wastewater Impact Fee	\$628,250
Total Estimated Costs	
	\$1,303,750

Based on information provided by the Developer the estimated a total assessed valuation for the development would be approximately \$81,493,750 at full build out, assuming that 75% of homeowners receive a 20% in reduction in their assessed valuation due to a Homestead Exemption . Based on the City’s estimated current tax rate (\$0.1412 debt service and \$0.2588 for operations and maintenance) financially, the development will bring in approximate tax revenues as shown below:

Operations and Maintenance	\$ 200,361
Debt Service	\$ 109,316
Total Estimated Annual Tax Revenue	
	\$ 309,677

2 INTRODUCTION

This undeveloped tract is located along FM 1097 outside of the City's limits and within the City's ETJ. The tract will require annexation prior to receiving service. An exhibit showing the Tract's boundary in relation to the City's boundary is enclosed as **Exhibit A**. A preliminary site plan is enclosed as **Exhibit B** and indicates the Developer's intentions to subdivide the Tract into approximately 250 – 45' wide single family lots. Upon annexation, the Tract will need to be zoned as Residential (R-1).

Based on information from the Developer, construction of the development is planned to be complete in 2029. The estimates included in this feasibility are based on the anticipated land use provided by the developer at the time of the study. The final land plan may affect the estimated costs and revenues associated with the development. It is our understanding the Developer is looking to create a MUD or similar entity to support the development.

3 ANALYSIS

Water Production and Distribution

The Tracts are located within City's ETJ and would need to be annexed into the City before receiving service. The City has three (3) active water wells and two existing water plants with a capacity of 875 connections or 568,000 gallons per day per Texas Commission on Environmental Quality ("TCEQ") requirements. The City is currently under construction of a water plant improvements project at the existing Water Plant No. 3 to increase the capacity of the City's water system to 2,500 connections while holding the same average daily flow capacity.

The current average daily flow ("ADF") in the City is approximately 368,000 gpd. Inclusive existing connections, ultimate future projected connections within current platted developments, and developments that are currently in design, the City has committed approximately 583,365 gpd and 1,696 connections. A copy of the updated water usage projections is included as **Exhibit C**. Once the Water Plant No. 3 Improvements Project is complete, the City will have committed approximately 103% of the total ADF capacity and 68% of the connection capacity. The City is not expected to hit these numbers or exceed the current average daily flow capacity until beyond 2025. The addition of a booster pump would increase the ADF capacity to approximately 730,000 gpd.

Based on information from the Developer, the Tract's estimated water capacity requirement is approximately 56,250 gpd. Inclusive of existing connections, platted developments, developments currently underway, other developments in feasibility, and this development, the City will have committed approximately 869,490 gpd or 153% of the total ADF capacity and 117% of the connection capacity at full build out. Based on the projections shown in **Exhibit C**, the City would need additional water plant capacity around 2024.

Upon completion of the proposed improvements and based on the projected ADF, including this Tracts, the City is projected to have sufficient water production capacity to meet the demand of the development within the City for the next couple of years. As the existing and upcoming developments build out, the City should be prepared to expand their water production and distribution capacity.

There is an existing 12-inch waterline located along FM 1097, which terminates at the City limits. This waterline will need to be extended to the Tract's northern boundary to provide water service to the Tract. There is an existing public 8" waterline along Terra Vista Circle that will need to be extended through an existing reserve to connect to the Tract. Additionally, the Developer will be required to provide a utility easement along the FM 1097 frontage to allow future developments to access City facilities, as shown in **Exhibit A**. The Developer will be responsible for all costs associated with the waterline extension and required easements.

The ultimate alignment of waterlines interior to the Tract will depend on the final land plan of the proposed development. These waterlines will need to be placed in public utility easements located along the public ROW or placed within public ROW interior to the development and constructed per all applicable City and

TCEQ design criteria. The developer is responsible for all costs associated with easement acquisitions and recordation.

The Developer is responsible for providing engineered plans and specifications for the water distribution system interior to the development and the public offsite waterline to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council and development approvals and permits.

Sanitary Sewer Collection and Treatment

The City's existing wastewater facilities include 18 public lift stations and two (2) wastewater treatment plants (one of which is currently decommissioned). The Stewart Creek Wastewater Treatment Plant (TPDES Permit No. WQ0011521001) has a permitted capacity of 400,000 gpd. The current ADF at the Stewart Creek Wastewater Treatment Plant is 194,700 gpd or 48%.

Inclusive of existing connections, platted developments, and developments which are in design or under construction, the City has committed approximately 343,000 gpd or 86% of existing permitted capacity at full build out. A copy of the wastewater usage projections is included as **Exhibit C**.

Based on the City's historical usage for similar types of development and information from the Developer, the Tract's estimated sanitary sewer capacity requirement is 32,500 gpd (975,000 gallons per month) at full build out. Inclusive of existing connections, platted developments, developments currently underway, other developments in feasibility, and this development, the City will have committed 523,527 gpd or 131% of existing permitted capacity.

The TCEQ requires the City to initiate design of a wastewater treatment capacity expansion when the ADF exceeds 75% of the City's 400,000 gpd permitted capacity for 3 consecutive months. The ADF for the City, including these Tracts and other tracts under design/feasibility, is not expected to exceed 75% of the permitted capacity (300,000 gpd) until around 2023. Additionally, the TCEQ requires the commencement of the construction phase of the expansion after 3 consecutive months of ADF exceeding 90% of the permitted capacity (360,000 gpd). This is expected to occur around 2024.

The Developer will be responsible for constructing a public lift station and force main to direct flow into the gravity line, as shown in **Exhibit A**. There is an existing public 8" sanitary sewer line along Terra Vista Circle. There is also an existing reserve that connects Terra Vista Circle to the Tract. The manhole at this reserve will be the discharge point for the proposed force main to serve the Development. The Developer will be responsible for all costs associated with the sanitary sewer lift station and force main, and required easements.

The proposed sanitary sewer capacity of the Development will cause the City's Lift Station No. 10 to exceed capacity at full buildout and will need to be upsized from approximately 350 gpm to 550 gpm. The estimated preliminary cost for the improvements is approximately \$350,000 as shown in **Exhibit F**. However, an additional inspection and analysis of Lift Station No. 10 will need to be performed to prepare a final estimated cost of improvements. There is sufficient capacity in Lift Stations 9 and 14 to serve this development and other future developments. There is opportunity for a cost sharing agreement between the Developer for the Porter Farms development for the Lift Station No. 10 improvements as the improvements

are required to serve both of these developments.

The ultimate alignment of sanitary sewer lines interior to the Tract will depend on the final land plan of the proposed development. These sanitary sewer lines will need to be placed within public utility easements located along the public ROW or placed within the public ROW interior to the development and constructed per all applicable City and TCEQ design criteria.

The Developer is responsible for providing engineering plans and specifications for the sanitary sewer conveyance system interior to the development, the sanitary sewer extension, lift station, and force main to the City Engineer for review and approval prior to commencing construction. The Developer is also responsible for obtaining all Planning and Zoning Commission, City Council, and development approvals and required permits.

The Developer will need to coordinate the installation of sanitary sewer tap(s) into the public system with the City's department of Public Works and will be responsible for all costs associated with said work.

Drainage

The onsite storm sewer system will be designated public and accepted by the City upon completion of the development. Any detention ponds will remain the responsibility of the Developer. All drainage and detention improvements must be designed per the city's Code of Ordinances requiring compliance with the City's floodplain regulations and all applicable Montgomery County Drainage Criteria Manual Standards. Failure to design and construct the drainage facilities per Montgomery County Criteria potentially jeopardizes eligibility for acceptance by the City. The Developer will also be required to perform and submit a drainage study showing the development's impact on the drainage downstream of the Tract and on adjacent properties. The drainage study must be submitted to the City for review and approval prior to approval of the construction plans.

The Developer is responsible for providing engineering plans and specifications for the drainage and detention system interior to the development to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council, and development approvals and permits.

Paving and Traffic

Per the preliminary land plan submitted by the Developer, the streets are proposed to be public and accepted by the City. The Developer is responsible for providing engineered plans and specifications for the roads interior to the development to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council, and development approvals and permits.

Currently, the preliminary land, combined with existing infrastructure, provides for one (1) proposed point at FM 1097 to provide access to the entire 250-home subdivision. Per the City and Montgomery County's most recently adopted thoroughfare plan, there are no conflicts with the current land plan. The Developer is also responsible for TxDOT approval for the proposed access to FM 1097.

Development Costs

The Developer will need to engineer and construct the on-site and off-site water, sanitary sewer, paving, and drainage facilities to serve the proposed Tract.

The Developer will also need to pay water and wastewater impact fees to the City. The impact fees will be assessed at the time of recordation of the final plat and collected prior to receiving water and sanitary sewer taps. Enclosed as **Exhibit D** is Table 1.1 of the 2017 Revisions to the Montgomery Impact Fee Analysis Report.

The estimated ADF provided by the developer requires the equivalent use of 250 ⁵/₈ – inch water meters per the table.

An escrow agreement has been entered into between the Developer and the City and funds have been deposited to cover the cost of this feasibility study. An estimated additional \$44,000 will be required to cover the City’s remaining expenses for the development, which includes administrative costs, legal fees, plan reviews, developer and construction coordination, construction inspection, and one year warranty expenses. The fees calculation can be seen in **Exhibit E**. These additional funds must be deposited into the escrow prior to any work being completed by the City.

Below is a summary of the estimated costs associated with the development:

<i>ESTIMATED COSTS</i>	
Escrow Account	\$44,000
Lift Station 10 Improvements	\$350,000
Water Impact Fee	\$281,500
Wastewater Impact Fee	\$628,250
Total Estimated Costs	\$1,303,750

These estimates are based on the projected water and wastewater usage provided by the developer. The actual costs will depend on the final land plan, final design, and actual construction costs.

Financial Feasibility

The Developer estimates the average home price to be \$383,500, with the total assessed value (A.V.) at full development to be approximately \$81,493,750 assuming that 75% of homeowners receive a 20% in reduction in their assessed valuation due to a Homestead Exemption. Based on the estimated total A.V. and assuming 95% collection, the in-city development would generate approximately \$109,316 per year in debt service revenue, and approximately \$200,361 per year in operations and maintenance revenue. These estimates are based on the City’s \$0.1412/\$100 valuation debt service tax rate and the \$0.2588/\$100 valuation Operations & Maintenance (O&M) tax rate..

This report is our engineering evaluation of the funds required to complete the anticipated future capital improvement for this Tracts and of the potential increase in tax revenue to the City. This report is not

intended to be used for the issuance of municipal financial products or the issuance of municipal securities. The City's Financial Advisor(s) can address potential recommendations related to the issuance of municipal financial products and securities.

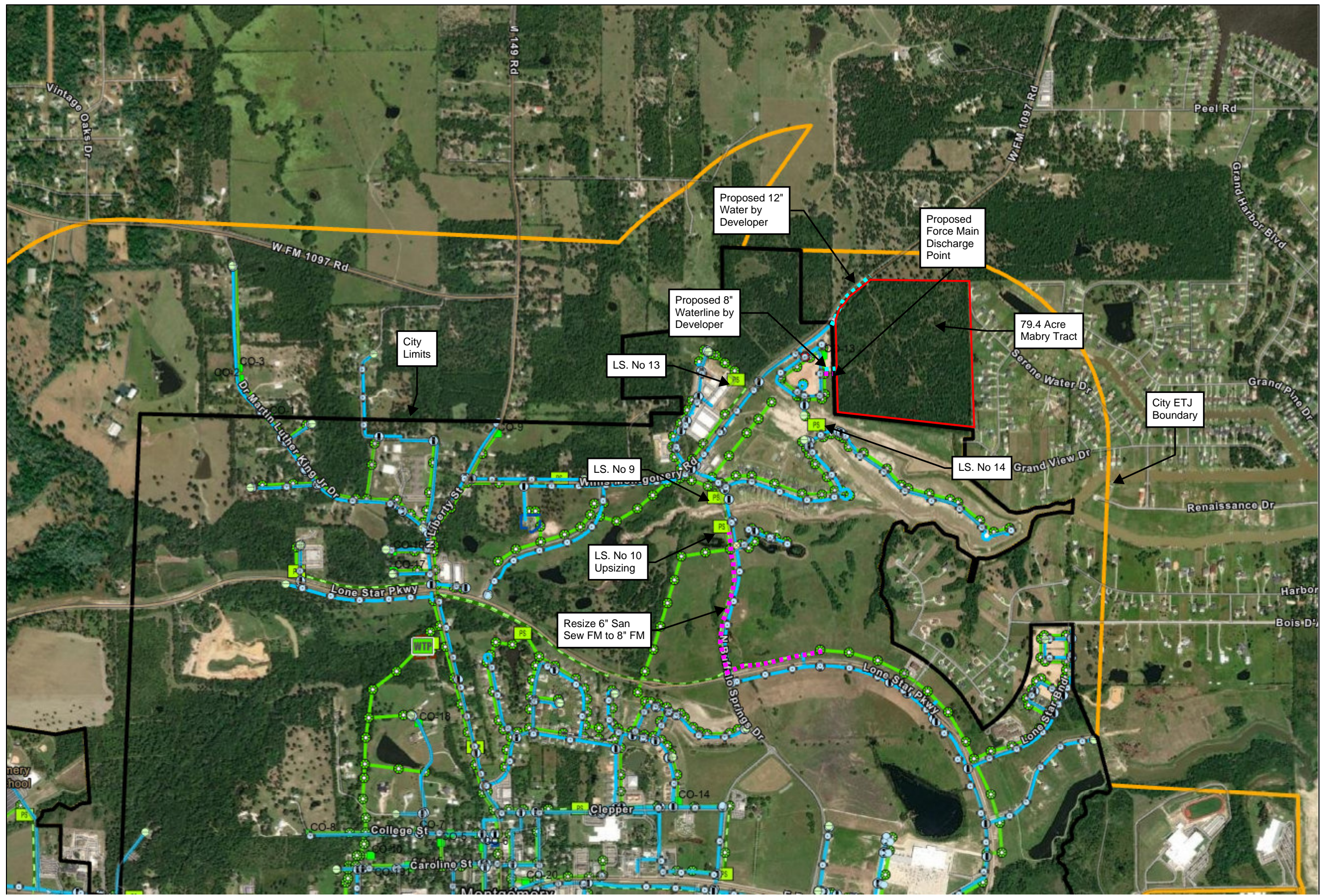
Thank you for the opportunity to complete this feasibility study and offer our recommendations. Please contact me or Ms. Katherine Vu should you have any questions.

Sincerely,

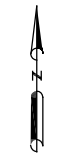
Chris Roznovsky, PE

Engineer for the City

CVR/kv:zlg



Mabry Tract Boundary
 Pulte Group Feasibility Study



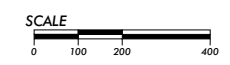
SHEET
 EXHIBIT
 A



a conceptual exhibit for
MABRY TRACT
 ±79.9 ACRES OF LAND
 prepared for
PULTE GROUP



24275 Katy Freeway, Ste. 200
 Katy, Texas 77494
 Tel: 281-810-1422



MTA-68007
 MAY 19, 2022

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	Development Info & Capacities						Projections														
	Current Connections	Ultimate Connections	Water		Wastewater		2022			2023			2024			2025			2026		
			Current Actual	Ultimate	Current	Ultimate	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary
Commercial Platted and Existing (cont.)																					
Waterstone Commercial Reserve C (State Farm)	1	1	405	405	263	263															
Town Creek Crossing Commercial Reserves	-	6	-	8,000	-	5,200	1	1,333	867												
Depado Estates	-	5	-	10,000	-	6,500	2	4,000	2,600	2	4,000	2,600	1	1,333	867	2	2,667	1,733			
The Montgomery Shoppes (Remaining)	-	6	-	15,000	-	9,750	1	2,500	1,625	2	5,000	3,250	2	5,000	3,250	1	2,500	1,625	-	-	-
Retail Center	1	2	2,000	4,000	1,300	2,600	1	2,000	1,300												
Chick Fil A	1	1	3,200	3,200	2,080	2,080															
Panda Express	1	1	1,400	1,400	910	910															
CVS	1	1	225	225	146	146															
Starbucks	1	1	1,000	1,000	650	650															
Burger Fresh	1	1	240	240	156	156															
Churches	12	12	3,000	3,000	1,950	1,950															
Miscellaneous Commercial	79	79	28,000	28,000	18,200	18,200															
Subtotal	136	187	99,315	239,080	64,555	155,402	10	19,533	12,697	16	39,175	25,464	9	22,883	14,874	6	14,917	9,696	3	11,875	7,719
Multi Family																					
Heritage Plaza (Units)	208	208	22,000	22,000	11,000	11,000															
Town Creek Village, Phase I (Units)	152	152	25,000	25,000	12,500	12,500															
Plez Morgan Townhomes	-	48	-	6,000	-	3,000	48	6,000	3,000												
Montgomery Supported Housing	14	14	2,300	2,300	1,150	1,150															
Live Oak Assisted Living	1	1	2,300	2,300	1,150	1,150															
Subtotal	375	423	51,600	57,600	25,800	28,800	48	6,000	3,000	-	-	-	-	-	-	-	-	-	-	-	-
Institutional (Schools)																					
MISD Athletic Complex	2	2	6,800	6,800	3,400	3,400															
MISD High School Complex	2	2	29,000	29,000	14,500	14,500															
MISD Warehouse (105/Clepper)	1	1	360	1,500	250	750															
Bus Barn	1	1	530	530	265	265															
MISD School (MLK)	2	2	1,600	1,600	800	800															
MISD School (149)	1	1	2,800	2,800	1,400	1,400															
Subtotal	9	9	41,090	42,230	20,615	21,115	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Committed	1,272	1,696	363,335	583,365	209,530	342,877	157	47,808	28,307	175	79,435	35,474	69	36,383	22,154	45	23,692	14,376	27	17,275	10,449
Total Projected Committed Volumes:							1,429	411,143	237,836	1,604	490,578	273,310	1,673	526,962	295,464	1,718	550,653	309,840	1,745	567,928	320,289
Future Development in Feasibility/Design																					
Red Bird Meadows	-	554	-	124,650	-	72,020	10	2,250	1,300	90	20,250	11,700	90	20,250	11,700	90	20,250	11,700	90	20,250	11,700
Town Creek Crossing Sec. 2	-	37	-	8,325	-	4,810	15	3,375	1,950	15	3,375	1,950	7	1,575	910	7	1,575	910	-	-	-
Hills of Town Creek Section 5	-	72	-	16,200	-	9,360	30	6,750	3,900	30	6,750	3,900	12	2,700	1,560	12	2,700	1,560	-	-	-
Nantucket Housing (Stewart Creek) (Units)	-	220	-	60,000	-	50,000	220	60,000	50,000	220	60,000	50,000	220	60,000	50,000	220	60,000	50,000	-	-	-
Pulte Group (Mabry Tract)	-	250	-	56,250	-	32,500	20	4,500	2,600	75	16,875	9,750	75	16,875	9,750	75	16,875	9,750	75	16,875	9,750
Porter Farms Tract	-	92	-	20,700	-	11,960	38	8,550	4,940	30	6,750	3,900	30	6,750	3,900	30	6,750	3,900	-	-	-
Subtotal	-	1,225	-	286,125	-	180,650	113	25,425	14,690	460	114,000	81,200	214	48,150	27,820	165	37,125	21,450	165	37,125	21,450
Committed Plus Feasibility	1,272	2,921	363,335	869,490	209,530	523,527	1,429	411,143	237,836	1,717	516,003	288,000	2,246	666,387	391,354	2,505	738,228	433,550	2,697	792,628	465,449
Total Projected Committed Volumes Plus Feasibility							1,429	411,143	237,836	1,717	516,003	288,000	2,246	666,387	391,354	2,505	738,228	433,550	2,697	792,628	465,449

	Development Info & Capacities																										
	Current Connections	Ultimate Connections	Water		Wastewater		2022			2023			2024			2025			2026								
			Current Actual	Ultimate	Current	Ultimate	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary						
Potential Future Development (Within Current City Limits)																											
HEB Tract (HEB store only)	-	1	-	10,000	-	6,500																					
HEB Tract (pad sites only)	-	5	-	15,000	-	9,750																					
Summit Business Park, Phase 2	-	6	-	4,400	-	2,860	2	1,467	953	2	1,467	953	2	1,467	953												
Moon Over Montgomery	-	15	-	3,375	-	2,194																					
Waterstone, Section 3	-	36	-	8,100	-	5,265																					
Waterstone, Section 4	-	80	-	18,000	-	11,700																					
J. Allen Kent (19.6 Ac)	-	126	-	28,350	-	16,380				50	11,250	6,500	50	11,250	6,500	26	5,850	3,380	-	-	-						
Waterside	-	85	-	19,125	-	11,050				15	3,375	1,950	5	1,125	650	35	7,875	4,550									
Peter Hill 5.7 Acre Feasibility	-	5	-	5,000	-	3,250	-	-	-	2	2,000	1,300	1	1,000	650	1	1,000	650	1	1,000	650						
The Woods of Town Creek	-	212	-	47,700	-	27,560				-	-	-	45	10,125	5,850	47	10,575	6,110	30	6,750	3,900						
Group 1A (Mix)	-	1,519	-	379,650	-	303,720																					
Group 1B (Mix)	-	715	-	178,650	-	142,920													41	10,250	8,200						
Group 1C (Res Low)	-	114	-	28,530	-	22,820																					
Group 1D (Mix Use)	-	207	-	51,730	-	41,390																					
Group 1E (Res Low Density)	-	283	-	70,740	-	56,600																					
Group 1F (Mix Use)	-	162	-	40,610	-	32,480																					
Group 1G (Mix Use)	-	86	-	21,450	-	17,160																					
Group 1H (Comm)	-	230	-	57,490	-	45,990													20	5,000	4,000						
Group 1I (Comm)	-	214	-	53,510	-	42,810																					
Group 1J (Mix Use)	-	1324	-	330,920	-	264,730																					
Group 1K (Comm)	-	151	-	37,770	-	30,220													5	1,250	1,000						
Group 1L (Comm)	-	153	-	38,280	-	30,630																					
Subtotal	-	5,728	-	1,448,380	-	1,127,979	3	2,467	1,603	69	18,092	10,703	193	61,598	39,991	204	56,557	37,334	192	47,251	35,139						
							2022			2023			2024			2025			2026								
							Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary						
							1,432	413,610	239,440	1,789	536,562	300,307	2,511	748,543	443,652	2,974	876,942	523,182	3,358	978,593	590,219						
							Total Projected Committed Volumes Plus Feasibility, Plus Potential In-City																				
Potential Future Development (ETJ)																											
Group 2A (Mix Use)	-	516	-	129,120	-	103,290																					
Group 2B (Res Low Density)	-	150	-	37,440	-	29,940																					
Group 2C (Res High Density)	0	428	-	106,890	-	85,510																					
Group 2D (Mix Use)	0	807	-	201,750	-	161,390																					
Group 2E (Mix Use)	0	1118	-	279,380	-	223,500																					
Group 2F (Res Low)	0	410	-	102,550	-	82,030																					
Group 2G (Comm)	0	406	-	101,400	-	81,120																					
Group 2H (Res Low Density)	0	229	-	57,320	-	45,850																					
Subtotal	-	4,063	-	1,015,850	-	812,630	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
							2022			2023			2024			2025			2026								
							Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary	Connections	GPD Water	GPD Sanitary						
							1,432	413,610	239,440	1,789	536,562	300,307	2,511	748,543	443,652	2,974	876,942	523,182	3,358	978,593	590,219						
Potential Ultimate Totals	1,272	12,712	363,335	3,333,720	209,530	2,464,136	1,432	413,610	239,440	1,789	536,562	300,307	2,511	748,543	443,652	2,974	876,942	523,182	3,358	978,593	590,219						

Table 1.1 September 2017 ESFC Table for Commonly Used Meters

Meter Size	Maximum Continuous Operating Capacity (GPM)	Equivalent Single Family Home (ESFC)	Maximum Assessable Water Fee (\$)	Maximum Assessable Waste Water Fee (\$)	Maximum Assessable Fee (\$)
5/8"	15	1.00	1,126	\$2,513	\$3,639
3/4"	25	1.67	1,881	\$4,198	\$6,079
1"	40	2.67	3,001	\$6,711	\$9,712
1 1/2"	120	8.00	9,006	\$20,103	\$29,112
2"	170	11.33	12,755	\$28,471	\$41,226
3"	350	23.33	26,264	\$58,626	\$84,890
4"	600	40.00	44,942	\$100,517	\$145,429
6"	1,200	80.00	90,064	\$201,035	\$291,099
8"	1,800	120.00	135,096	\$301,552	\$436,648

ESCROW AGREEMENT, SECTION 2.03 ATTACHMENT

BY AND BETWEEN

THE CITY OF MONTGOMERY, TEXAS,

AND

Pulte Homes of Texas

Dev. No. 2203

THE STATE OF TEXAS ⊃

COUNTY OF MONTGOMERY ⊃

As per section 2.03, the Feasibility Study completed an estimate of the additional escrow amount, which was determined for administration costs, legal fees, plan reviews, developer coordination, construction coordination, construction inspection, and warranty of services. The required additional amount is below:

Administration	\$ 7,500
City Attorney	\$ 7,500
City Engineer	\$ 29,000
<hr/>	
TOTAL	\$ 44,000



Preliminary Cost Estimate
FOR
LIFT STATION NO. 10 IMPROVEMENTS
79.4 Acre Mabry Development
 5/20/2022

Item No.	Description	Quantity	Unit	Unit Price	Cost
<u>General</u>					
1	Mobilization, Bonds & Insurance	1	LS	\$ 25,000	\$ 25,000
2	Submersible Pumps & Accessories	1	LS	89,700	90,000
3	Piping, Valves, Supports, etc.	1	LS	66,671	67,000
4	Lift Station Electrical & Controls	1	LS	71,563	72,000
5	8-inch (8") PVC Force Main	3,300	LF	52	172,000
6	Bypass Pumping	1	LS	25,000	25,000
7	Stormwater Pollution Protection Plan	1	LS	1,000	1,000
8	Misc. Metals	1	LS	8,000	8,000
					<hr/>
Construction Subtotal					\$ 254,000
Contingencies (15%)					\$ 39,000
Engineering					\$ 28,000
Construction Phase Services					\$ 19,000
Reimbursables					\$ 10,000
Total					<hr/> \$ 350,000

Notes:

- 1 All values rounded up to the nearest thousand.
- 2 This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.
- 3 This includes geotechnical investigation, construction materials testing, review fees, reproduction, advertising expenses, and other miscellaneous reimbursable costs.

Montgomery City Council
AGENDA REPORT

Meeting Date: June 14, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on the following Ordinance: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS GRANTING TO ENTERGY TEXAS, INC. THE RIGHT, PRIVILEGE AND FRANCHISE TO CONDUCT WITHIN THE CITY AN ELECTRICAL LIGHTING AND POWER BUSINESS; PROVIDING AN EFFECTIVE DATE UPON ACCEPTANCE IN WRITING BY ENTERGY TEXAS, INC.

Recommendation

Adopt the Ordinance as presented.

Discussion

Cities allow utility providers and various types of communications companies to use city-owned rights-of-way to install and maintain their equipment. The Franchise Agreement is the document that governs use of city property for their purposes and the sets the fees paid by the company for that use. The proposed agreement is for a twenty-five-year term, and the last Franchise Agreement with Entergy was for a 50-year term (approved in 1972).

This agreement does not grant an exclusive franchise to Entergy and would not affect any future deregulation of the electricity market in our area.

Approved By

		Date:
Interim City Administrator	Dave McCorquodale	Date: 06/09/2022

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS GRANTING TO ENTERGY TEXAS, INC. THE RIGHT, PRIVILEGE AND FRANCHISE TO CONDUCT WITHIN THE CITY AN ELECTRICAL LIGHTING AND POWER BUSINESS; PROVIDING AN EFFECTIVE DATE UPON ACCEPTANCE IN WRITING BY ENTERGY TEXAS, INC.

WHEREAS, Entergy Texas, Inc. (the "Company") is an electric utility operating within the municipal limits of the City of Montgomery, Texas (the "City"); and

WHEREAS, it is convenient and necessary for the Company to use the public rights-of-way of City for the placement of facilities and appurtenances (including communications facilities) necessary or proper for the transmission and distribution of electricity and communication including broadband over power line communications services within and through the municipal limits of City; and

WHEREAS, the City is the steward of public property and it is reasonable and proper to collect a fee for the use and occupation of public rights-of-way under Public Utilities Regulatory Act ("PURA") § 33.008; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS:

Section 1. Findings of Fact. All of the matters and facts set out in the preamble hereof are true and correct and are adopted as findings of the City Council.

Section 2. Franchise Agreement. That the Franchise Agreement attached hereto is approved.

Section 3. Effective Date. This Ordinance is effective on July 1, 2022 for a term of twenty-five (25) years.

Section 4. Filing. The City Secretary is hereby instructed to include this Ordinance in the records of the City.

Section 5. Proper Notice and Meeting. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Texas Government Code, Chapter 551 and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 6. Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

PASSED AND APPROVED this ____ day of _____ 2022.

CITY OF MONTGOMERY:

BYRON SANFORD, Mayor

APPROVED:

ATTEST:

ALAN P. PETROV, Attorney

NICOLA BROWE, City Secretary

FRANCHISE AGREEMENT

Section 1: That, subject to the terms, conditions and provisions of this ordinance, the City of Montgomery, Texas, hereinafter referred to as “City,” does hereby grant unto Entergy Texas, Inc., hereinafter referred to as “Company”, the right, privilege and franchise to conduct within the City an electrical lighting and power business and to enter upon, erect, construct, maintain, extend, repair, replace and remove in, under, upon, over, above, across and along any and all of the present and future public roads (notwithstanding any use restrictions), highways, parks, streets, lands, alleys, whether designated or undesignated and other public areas and rights of way of the City and over, under, above, along and across any and all streams, canals, bayous, embankments and bridges, now or hereafter owned or controlled by the City (hereinafter referred to as “Public Rights-of-Way”), a system of poles, pole lines, towers, distribution lines, transmission lines, wires, guys, cables, conduits, transformers and other distribution and transmission instrumentalities, facilities and appurtenances (including communications facilities) necessary or proper for the transmission and distribution of electricity and communication including broadband over power line communications services (“BPL”) into, in, within, from, across, and through the City, as now existing, or as said City limits may hereafter be extended (hereinafter referred to as “Company Facilities”); and Company is authorized to use Company Facilities for the transmission, distribution, delivery and sale of electricity and communication to the municipality and to the inhabitants of the City and to any governmental agency, and to any governmental subdivision, and to any person, firm or corporation, wherever located, within or without the City limits of the City of Montgomery, Texas, for use by such purchaser, or

purchasers, for light, power, cooling and heat, and for any other purpose, or purposes, whether same or different from those herein specified, for which electricity may be used. Provided, this Franchise does not include places where the City's authority to permit such installations is or hereafter may be withdrawn by the State, or where the Texas Department of Transportation or other State agency constructs or maintains such public facility or place and lawfully excludes the authority of the City to permit such public utility and BPL installations therein. In the event that the City abandons a Public Right-of-Way, City shall ensure that the Company has access to sufficient and reasonable Right-of-Way to maintain Companies Facilities.

Section 2: The right, privilege and franchise granted under this Franchise Ordinance is, at all times, subject to the continuing police power of the City; and the Company shall comply with all present and future laws, ordinances and regulations of the State of Texas and the City enacted pursuant to the City's or State's police power.

Section 3: Upon the filing with the City by Company of the acceptance required hereunder, this franchise shall be in full force and effect for a term and period of twenty-five (25) years commencing upon, and extending from July 1, 2022 ("Effective Date").

Provided that if, subsequent to the Effective Date of this Agreement, any Texas municipality or City, within the Company's service area ("Other City or Municipality") enters into with Company a franchise term of less than twenty-five (25) years, the City will have the right after reasonable notice to receive the same term. If the City elects to exercise this right, the new contract term will begin upon passage of an amendment to this franchise approving of the same term as the other municipality and end when the new term has run in its entirety, no matter how many years had expired under the original

twenty-five year term. Provided however, this provision is not applicable if the Other City or Municipality is precluded from entering into a twenty-five (25) year term by law or city charter.

Section 4: Company, on written request of any person, shall relocate, raise or lower its wires temporarily to permit construction work in the vicinity thereof, or to permit the moving of houses or other bulky structures. The expense of such temporary relocation, raising or lowering of such wires shall be paid by the benefited party or parties and the Company may require the payment in advance, being without obligation to remove, raise or lower its wires until such payment shall have been made. The Company shall be given not less than forty-eight hours prior notice to arrange for such temporary wire change.

Section 5: The City shall have the power at any time to require the Company to change permanently the route and position of Company Facilities when the City shall find, by resolution, that such change is necessary in the closing, opening, widening or relocating of streets or alleys, or water or sewer lines, or the changing of grade of streets or alleys. The City shall use its best reasonable efforts to consult and confer with the Company before requiring any such relocation or raising or lowering of its lines or cables, with a view to accomplishing the result in a reasonable and economical manner. If it becomes necessary to relocate any lines or facilities, City will provide suitable Right of Way adjacent to the relocated street, alley, water line, or sewer line, without any cost or expense to Company. The obligation to change the route does not require the placement of overhead lines underground unless the City pays for the increased costs of placing the lines underground. With the exception of costs incurred by the City in the

preceding sentence, all other costs of relocation pursuant to this section shall be paid by the Company. Provided, however, the Company shall be entitled to be paid for its costs of relocation required by the City if such expenses or costs are reimbursable or payable to the Company or to the City or the State of Texas, the United States, or any agency or subdivision of either whether directly or indirectly.

Section 6: To the extent that the City has authority to do so, it gives to Company, during the life of this Franchise, the right, license, privilege and permission to trim and remove trees and other vegetation, using generally accepted methods within the vegetation management industry, located upon and overhanging the streets, alleys, easements, sidewalks and public places of City, that interfere or offer hazards to the operation of Company's facilities used or useful for the rendition of electric service. The Company is responsible for the prompt removal and disposal of all trimmings associated with maintenance of its lines and facilities.

Section 7: Nothing contained in this ordinance shall ever be construed as conferring upon Company any exclusive rights or privileges of any nature whatsoever.

Section 8: If any provision, section, sub-section, sentence, clause, or phrase of this ordinance is, for any reason, held to be unconstitutional, void, or invalid (or for any reason unenforceable) the validity of the remaining portions of this ordinance shall not be affected thereby, it being the intent of the City in adopting this ordinance that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation, and, to this end, all provisions of this ordinance are declared to be severable.

Section 9: The City, by granting this Franchise, does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights, now or hereafter vested in the City under the constitution and statutes of the State of Texas to regulate the rates for services of Company; and Company, by its acceptance of this franchise, agrees that all such lawful regulatory powers and rights, as the same may be from time to time vested in the City, shall be in full force and effect and subject to the exercise by the City at any time.

Section 10: As compensation to City for the use and occupancy of its Public Rights-of-Way, and in consideration for the other rights and privileges herein granted, Company agrees to pay to the City and City agrees to accept from Company on September 1, 2022, and on each September 1 thereafter occurring during the continuance of this agreement, a fee equal to \$0.0021903 (“Base Franchise Fee Factor”) multiplied times the number of kilowatt hours delivered during the period commencing on July 1 of the previous calendar year and ending on June 30 of the calendar year in which the payment is due, inclusive, by Company to retail customers whose consuming facility’s point of delivery is within the City’s boundaries. Each payment herein provided shall compensate the City for the use of its Public Rights of Way by the Company for the twelve months period commencing upon, and extending from July 1 of the calendar year that such particular payment is actually due and paid.

At the time of each annual September 1 payment, Company shall also submit to the City a sworn statement showing the following: (i) its kilowatt hour sales delivered in total to the retail customers whose consuming facilities’ points of delivery are located within the City’s boundaries for the preceding year upon which the franchise fee

payments are calculated; and (ii) a calculation of the annual Base Franchise Fee payment. The statement shall be in a form substantially similar to attachment “A.”

Provided that if, subsequent to the Effective Date of this Agreement, any Texas municipality within the Company’s service area negotiates with Company a methodology for calculation of the payment of the franchise different than the Base Franchise Fee kWh factor methodology used in this section and the Incremental Franchise Fee kWh factor methodology used in Section 11(A), the City will have the right after reasonable notice to utilize the same methodology.

The parties agree that the payments due under this franchise are reasonable and necessary and that the parties shall use their best efforts to enable Company to recover these payments through its electric rates.

Section 11: In the event that City shall seek to increase the amount it receives from Company as compensation under this Agreement, such increase shall be controlled by the following language with the Incremental Franchise Fee as referenced below determined by subsequent ordinance.

Section 11(A): In addition to the compensation set out in Section 10, and subject to the provisions of Subsection 11(C), Company shall pay on or before the 15th day of May, August, November and February (“Payment Date”) an amount equal to a \$(To be determined) charge per kilowatt hour (“Incremental Franchise Fee”) multiplied times the number of kilowatt hours delivered by Company during the preceding calendar quarter ending March, June, September, and December (“Calculation Period”), in total to retail customers whose consuming facilities points of delivery were located within the City’s boundaries less any applicable taxes including gross receipts taxes. This amount shall be

referred to as “Incremental Amounts.” The first quarterly payment due under this subsection will be due on the first Payment Date following the first complete Calculation Period after the surcharge set forth in 11(B) has been approved. Notwithstanding Section 11(B), the first payment will include any Surcharge collections during any partial Calculation Period.

At the time of each quarterly payment for Incremental Amounts, Company shall also submit to the City a sworn statement showing the following: (i) its kilowatt hour sales delivered in total to the retail customers whose consuming facilities’ points of delivery are located within the City’s boundaries for the preceding quarter upon which the franchise fee payments are calculated; and (ii) a calculation of the quarterly Incremental Franchise Fee payment. The statement shall be in a form substantially similar to attachment “B.”

Section 11(B): An underlying premise of this Franchise Agreement is that the Company shall be kept financially whole with respect to any and all Incremental Amounts, as defined above in this Section 11(A). The Incremental Amounts will be collected through a Surcharge adopted and approved by City applicable to all retail customers whose consuming facility’s point of delivery are located within the City’s boundaries. The amount to be paid to City on each Payment Date shall never exceed the amount collected by Company during the corresponding Calculation Period while the Surcharge is in effect.

In the event the Public Utility Commission of Texas (“PUCT”) or a court of competent jurisdiction finds the amounts collected by Company through the Surcharge are improper and disallows or requires repayment (“Disallowed Amounts”), Company

shall be entitled to collect all Disallowed Amounts through either direct payment by City or a reduction of any subsequent franchise payments to City as provided in this Subsection. Prior to Company's reduction in franchise payments, Company shall provide the City 30 days for a one-time opportunity to make a direct payment to Company of any Disallowed Amounts, such 30 days to run from City's receipt of Company's written notice, which shall identify the Disallowed Amounts, the time period over which the Disallowed Amounts accrued and an explanation of the calculations. Subsequent to said 30-day period, and in the absence of timely direct payment by the City of the entirety of the Disallowed Amounts, Company is authorized to reduce any future franchise payment(s) in an amount equal to any Disallowed Amounts not paid by the City. Company is authorized to implement the procedures set forth in this Subsection periodically as Company, in its sole discretion, determines is necessary to recover any ongoing Disallowed Amounts.

The corresponding Surcharge described in this Subsection 11(B) shall appear as a line item on Company's retail electric bill and identified as a "Municipal Franchise Fee."

Notwithstanding any other provision in this Franchise Agreement, if at any time the Incremental Franchise Fee portion is ever included in base rates, the Incremental Franchise Fee Surcharge will cease as of the Effective Date of the new base rates that incorporate the previously surcharged Incremental Amounts and the incremental amounts will continue to be paid as set forth in Section 11(A).

Section 11(C): Upon the occurrence of any of the following events, the Incremental Franchise Fee rate and quarterly payments provided for in Subsection 11(A)

shall no longer be applicable or effective for the purpose of calculating the franchise payment:

i. the PUCT or a court of competent jurisdiction 1) finds the corresponding Surcharge unlawful or otherwise prohibits the Surcharge recovery of the Incremental Amounts; 2) finds that the franchise fees calculated under this Section 11(A), or the amounts collected through the corresponding surcharge or through a reduction in franchise payments, as provided herein, may not be recovered by Company from its customers; or 3) in some manner prevents or prohibits Company from recovering said Incremental Amounts; and

ii. with respect to the preparation for, or implementation of, retail open access in Company's Texas service territory, Company or Entergy's affiliate distribution company in Texas ("DISCO") or Entergy's affiliate retail electric provider in Texas ("REP"), at any time, is not permitted to implement the monthly Surcharge described in Subsection 11(B).

Upon the occurrence of any of the events enumerated in Subsections 11(C) i or ii, only the franchise rate contained in Section 10 shall be applicable and effective for the purpose of calculating and paying the franchise payment under this Franchise Agreement and Cities shall have the option, for one year, to terminate the Franchise Agreement and negotiate a new Franchise Agreement so long as the Company is not required to make a franchise fee payment greater than it is authorized to collect in rates. Further, in the event the PUCT or a court of competent jurisdiction finds a portion of the corresponding Incremental Franchise Fee Surcharge unlawful or otherwise prohibits a portion of the Incremental Franchise Fee Surcharge recovery of the Incremental Amounts, the

Incremental Franchise Fee rate and quarterly payments provided for under Subsection 11(A) and (B) shall be amended and adjusted such that the franchise payment made by the Company pursuant to this Section 11(A) to the City is no greater than the amounts the Company is authorized to collect through the corresponding Surcharge. Nothing in the immediately preceding sentence requires that Company agree to a realignment or allocation of the recovery of any portion of the Incremental Amounts from the corresponding Surcharge to the Company's base rates.

Section 11(D): City agrees that (a) if City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Company's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of franchise fees by Company in the manner consistent with this agreement; and (b) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company in the manner consistent with this Agreement.

i. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such Incremental Amounts by Company.

ii. Neither the adoption of this Franchise Agreement, nor the corresponding Surcharge shall be used by either the City or the Company, in any proceeding before a regulatory authority or state or federal court of law, as precedent for a reduction in the Company's rates or as evidence of or support for the positions taken by the City or the Company in such matters.

Section 12: In addition to the consideration set forth elsewhere in this franchise agreement and subject to a Joint Use Agreement, the Company shall hold itself ready to furnish free of charge, subject to the use of the City, such pole space as may be required from time to time for the installation of traffic, police and fire alarm system conductors, and alarm or other equipment all of which are owned exclusively by the City; provided that such conductor space does not exceed the capacity of one cross-arm on any one pole, and provided that such space is then available on existing poles. The specific location for these traffic, police and fire alarm conductors, boxes or equipment on Company's poles shall be determined by the Company, and will be allotted at the times specific applications for space are received from the City. Where a main underground ductline is constructed or installed between manholes by Company after the Effective Date of this franchise agreement, Company shall, as part of same, provide free of charge for the installation by City of its traffic, police or fire alarm cables owned exclusively by the City, one top duct having one capped off entry channel and one capped off exit channel between each two manholes, such entry and exit channels leaving the duct bank enclosure outside of, but near to, such manholes, and no cable or other equipment of City shall enter Company's manholes. All cables installed by the City in Company ducts shall be of the non-metallic, sheath type to prevent corrosive or electrolytic action between the City and Company-owned cables. All City-owned conductors and cables, whether on poles or in ductlines, shall be constructed, maintained and operated in such manner as to not interfere with or create a hazard in the operation of the Company's electrical transmission and distribution system. Further, all City-owned traffic, police and fire alarm conductors, and alarm boxes, and any City circuits on Company poles, and all cables installed by City

in ducts constructed by Company, shall be installed in strict compliance with the applicable provisions of the National Electrical Safety Code.

Section 13: The fee payable hereunder shall be the total compensation payable by Company to City for Company's use of the Public Rights-of-Way for the conduct of its business under the franchise. City agrees that any street rental ordinances currently in effect shall not be applicable to Company and City shall not charge any additional fee for the use or occupancy of the Public Rights-of-Way in City. If City does charge Company any additional fee for the use or occupancy of the Public Rights-of-Way in City, then Company may deduct the amount charged from the next succeeding franchise payment or payments until fully reimbursed. This does not bar the City from assessing against the Company or its property ad valorem taxes levied on property, excise taxes levied, or other taxes.

Section 14: City may initiate an audit or other inquiry, or may pursue a cause of action in relation to the payment of the fee only if such audit, inquiry, or pursuit of a cause of action concerns a payment made less than two (2) years before commencement of such audit, inquiry, or pursuit of a cause of action. All books and records related to Company's calculation of the fee shall be available to City. Upon receipt of a written request from City, such documents shall be made available for inspection no later than forty-five (45) days from the receipt of such request. Company shall make such documents available at the place such documents are located, at the Company's Beaumont office, or any location mutually agreed upon according to the needs and abilities of the respective parties. City shall advise Company of the results of the audit within two years of the initiation of the audit. City must make a written demand within

two years of the initiation of the audit or any claims associated with the audit shall be waived. Amounts due to City for past underpayments or amounts due Company for past overpayments shall include interest calculated using the annual interest rates for overcharges as set by the Public Utility Commission of Texas. Said interest shall be payable on such sum from the date the initial payment was due until it is paid.

Section 15: Within thirty (30) days of the Effective Date of any expansion, annexation, or de-annexation, or other lawful means of modifying the City's boundaries, the City shall provide to Company reasonable notification of the change in the City's boundaries.

Section 16: If the Company shall assign this Franchise to any other person or corporation (the "Assignee") acquiring and duly authorized to acquire, own and operate the Company's property and to carry on the Company's business, the Assignee shall execute and deliver to the City an agreement in writing to be bound by all of the Company's obligations, liabilities, and undertakings under this Franchise. The Assignee shall thereupon be deemed to be substituted for the Company, and the Company shall stand released from all obligations under this Franchise except such as have already accrued. If the Assignee fails to file such agreement within thirty (30) days after said assignment, City shall so notify in writing the Company and Assignee of this deficiency. Should Assignee fail to cure such deficiency within 30 days of the deficiency notification, this agreement shall terminate.

Section 17: As of the Effective Date, this franchise replaces all former franchise and/or street rental ordinances and agreements with Company, which are hereby repealed as to Company.

Section 18: Company shall, within sixty (60) days from the date of the final passage of this ordinance by the City Council of the City of Montgomery, file with the City Secretary of the City of Montgomery, a written statement signed in its name and behalf in the following form:

“To the Honorable Mayor and the City Council of the City of Montgomery:

Entergy Texas, Inc. hereby accepts the attached ordinance finally passed by the City Council of the City of Montgomery, the __ day of _____, 20____, and agrees to be bound by all of its terms and provisions.

Entergy Texas, Inc.

By _____

Dated the __ day of _____, 20____.”

Section 19: This franchise ordinance, after the passage of this ordinance, conditioned that Company file the written acceptance above provided, within the period provided, after the passage of this ordinance; shall be in force and effective as of the Effective Date, and thereupon this franchise shall become a binding contract; and shall exist for a period of twenty-five (25) years from the Effective Date.

Passed and duly enacted as an ordinance of the City of Montgomery, Texas, a regular meeting of the City Council of the City of Montgomery, Texas, in accordance with the laws of the State of Texas, on this the ____ day of _____, 20____.

Said ordinance was introduced by _____;

Read in full to the members of the City Council/City Commission by _____;

moved the passage of such ordinance which was seconded by _____.

Thereupon, _____, _____, _____ and _____ voted for the passage of said ordinance and _____, _____ and _____ voted against the passage of such ordinance.

Mayor, City of Montgomery, Texas

Attest:

City Clerk

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This is to certify that the above and foregoing is a true and correct copy of an ordinance adopted by the City Council/City Commission of the City of Montgomery, Texas, at a regular meeting held on the ____ day of _____, 20____.

City Clerk

ATTACHMENT A

(date)

City of Montgomery

Dear Sir or Madam:

Enclosed is Entergy Texas, Inc.'s annual franchise fee payment for the twelve months ending _____ for the City of Montgomery.

KWh Delivered Within the City During the Twelve Months Ended	XXXXXX
Rate per KWH of electricity	\$.XXXX
Franchise Fee	\$XXXXXX

The information given in this statement has been taken from the books of the company and is, to the best of my knowledge and belief, true and correct.

Please contact _____ at (XXX) XXX-XXXX or me if you have any questions or need additional information.

Sincerely,

(XXX) XXX-XXXX

Please acknowledge receipt of payment by signing the attached copy of this notification and returning it in the envelope provided.

Received by:

Date:

ATTACHMENT B

ENTERGY TEXAS, INC.

Attn:
350 Pine Street
Beaumont, Texas 77701
(409) 981-2410

Incremental Franchise Fee Calculation
For the Period _____, 20__ through _____, 20__

CITY OF MONTGOMERY, TEXAS

KWH of electricity delivered by the utility to each retail customer whose consuming facility's point of delivery is located within the municipality's boundaries		xxx,xxx,xxx
Incremental Rate per KWH of electricity		\$0.xxxxxxx
Total Gross Incremental Franchise Fee		\$xxx,xxx.xx
Deductions:		
Texas Gross Receipts Tax	\$.xxxxx	(\$ x,xxx.xx)
Total Net Incremental Franchise Fee		\$xxx,xxx.xx
Payment will be wired on _____, 20__		

The information given in this statement has been taken from the books of the company and is, to the best of my knowledge and belief, true and correct.

Should you have any questions, please contact Jessica Holmes at (409) 981-2410.

Customer Service Support Manager

Montgomery City Council
AGENDA REPORT

Meeting Date: June 14, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action regarding calling a Public Hearing on a request to place a HUD-code manufactured home at 15329 Liberty Street, Montgomery, Texas.

Recommendation

Call the Public Hearing for July 12, 2022 at 6:00 p.m. at Montgomery City Hall.

Discussion

HUD-code manufactured homes (often referred trailer houses or mobile homes) are prohibited outside of a City-permitted HUD-code manufactured home park without specific approval from City Council. Per Chapter 54 of the City Code of Ordinances, the City Council must hold a Public Hearing prior to discussing and acting on the request.

Approved By		
		Date:
Interim City Administrator	Dave McCorquodale	Date: 06/10/2022

Montgomery City Council
AGENDA REPORT

Meeting Date:	Budgeted Amount: N/A
Prepared By:	Exhibits:
Date Prepared:	

Subject

MEDC Budget Amendment

Description

MEDC’s Category I – Public Infrastructure is the largest item in its budget. This year, City Council has already approved an expenditure of \$200,000 from this category to fund a 6’ sidewalk project along Clepper Dr.

One of the sub categories is “Downtown Development Improvements”. This is intended to fund the projects that support the transition envisioned by the Downtown Design Master Plan, which Council adopted last year. However, some of the projects will technically be outside of the downtown area and the MEDC would like to amend their budget to have line item 400-40-46103 read “Downtown and Corridor Development Improvements”.

The expenditure that is immediately envisioned for this category is an upgrade to TxDOT’s traffic management plan along Hwy105 on the eastern edge of the City. The current plans call for the raised medians to be filled with concrete. MEDC believes that a significant visual improvement would be achieved with an upgrade to brick pavers. Although the project is well-advanced, MEDC is working with its Downtown Design Master Plan engineer, Gunda Corporation, to get a work order approved for the installation of these pavers. The City would need to pay for the pavers and MEDC is willing to bear the cost as it believes that the appearance of the corridor into the City is an important aspect of its appeal to residents and businesses.

If a work order is approved and it is in excess of \$10,000, MEDC will need to return to Council for approval for the expenditure, even if Council has already approved the change in the budget here. Additionally, an agreement between the City and TxDOT for the upgrade and maintenance of the pavers will have to be

Montgomery City Council
AGENDA REPORT

signed. This approval is being sought to provide MEDC additional flexibility to invest in the appearance in the City in this fiscal year.

Recommendation

Approve the request for MEDC to amend its budget line item from “Downtown Development Improvements” to “Downtown and Corridor Development Improvements”.

Approved By

City Administrator		Date:
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Montgomery City Council
AGENDA REPORT

Meeting Date: 06-14-2022	Budgeted Amount:
Department: General	Prepared By: Nici Browe

Subject

Cost of Living Adjustment (COLA) as approved by City Council 04-18-2022

Recommendation

Approval of COLA for exempt staff.

Discussion

City Council approved a 5.5% COLA increase for all Non-exempt employees at the April 26, 2022 meeting. The Council reasoned that Exempt employees should have this linked to some kind of evaluation and asked the City Administrator to bring this item back to Council with an evaluation proposal.

Since that approved motion, the City Secretary pointed out that COLA really should not be tied to a performance evaluation as a Cost-of-living increase and a Merit increase are two entirely different issues.

Exempt staff as do all staff have an annual evaluation with their supervisor/City Administrator which is tied to a merit increase system.

Furthermore, the City of Montgomery’s Personnel Policy under III Compensation -Compensation Plan – Cost of Living Adjustments states:

The City Administrator may request that City Council authorize a general cost of living adjustment (COLA) to offset the effects of inflation on City Employee salaries. If granted the adjustment will be applied to the salary ranges and steps for all City Employees.

Staff across the board should be treated equally, and COLA is one of those items. It is requested that City Council approve the COLA of 5.5 % that was awarded to non-exempt staff, to the Exempt employees and back date the adjustment to April 17, 2022, as was approved in the April 26, 2022 Council meeting.

Approved By

City Secretary	Nici Browe	Date: 06-08-2022
Interim City Administrator		Date:

Montgomery City Council
AGENDA REPORT

June 8, 2022

Nationally, cities and all other organization are feeling the impact of the rise of inflation. Montgomery, is no exception. Just in the last month since Council approved the Cost of Living Increase for non-exempt staff, there has been significant rises, as we are all too well aware.

Cost of Living Adjustments

Periodic cost of living adjustments (COLASs) are provided in most state and local government. The purpose of COLA is to wholly or partly offset the effect of inflation on income – correlated with retirement.

Inflation based COLA is based on a consumer price index (CPI), which is a direct measure of inflation.

The CPI has for the last two month in Texas (Houston area) advanced another 2.4 % . The US Bureau of Labor Statistics shows that all items advanced 8.5 percent ending April 2022, the largest percent increase since December 1981. Energy prices in our area alone has jumped 25.3 % largely due to the increase in the price of gasoline, while food prices advanced 8.7%.

The City Council meeting on April 26, 2022 the City Administrator was asked to bring back an evaluation process for Exempt staff that would allow the COLA to be provided as appropriate.

Evaluations

Pay for Performance is a manner of tying performance to pay. An employee is provided with a criteria for their position and function. This allows the city to maintain a high standard of professionalism with competent employees. Evaluations for all employees are conducted annually. If the employee meets or exceeds expectations, a merit pay increase will be administered in accordance with the City’s personnel policy and the current budget.

Exempt staff, are being asked to have a pay for performance to afford them the ability to obtain the cost of living adjustment, this is unfair and while not illegal is not a moral boosting move. Exempt staff are those positions that function at a higher level, and have a higher level of responsibility and some work in excess of the core 40 hours. These staff are equally as valuable as are all of our employees.

From a Human Resources stand point the City of Montgomery, should not discriminate exempt staff from the Cost of Living Adjustment and to that point I bring the City’s adopted Personnel Policy. Page 44. (attached)

Cost of Living Adjustments

“The City Administrator may request that City Council authorize a general cost of living adjustment (COLA) to offset the effect of inflation on City Employees salaries. If granted, the adjustment will be applied to the salary ranges and step plans for all City Employees.”

A report written by Randstadusa states: A cost of living increase differs from a traditional raise or step increase that is given to all employees equally, non on the basis of individual merit, productivity or performance.

Nici Browe
City Secretary & Director of Administrative Services.

CITY OF MONTGOMERY POLICIES & PROCEDURES MANUAL

that is the same pay grade, there is no salary increase or decrease and the Employee will remain on the schedule for further pay increases.

Demotions: In accordance with budgetary, performance, and/or Staffing issues, demotions and/or reductions in salary may occur. In the event a demotion occurs, the Employee (who must meet the requirements of the lower position) shall be employed at the Employee's current rate of pay or the maximum salary for the lower position, whichever is lower. In the case of a voluntary demotion, the Employee's rate of pay will be adjusted so as not to create internal equity issues in the new position.

Reductions in Salary: In accordance with the documented diminished value of an Employee's service, an Employee's salary may be reduced. The Employee's salary may not be reduced below the minimum of the pay grade of the position.

Lump Sum Adjustments: Over the course of an Employee's tenure with the City, there may be times when it is appropriate for the Employee to receive a one-time lump-sum salary adjustment. Specific reasons for such adjustments must be documented and follow any applicable Laws and/or Statutes. These adjustments may also be given to Employees who have reached the maximum pay of their respective pay grade in lieu of a raise. All lump-sum adjustments will be made within the established personnel budget adopted by Council. If such an adjustment causes the personnel budget to be exceeded, then Council's prior approval must be received.

Cost of Living Adjustments: The Pay Grades and Salaries schedule may be adjusted automatically in October of each year in accordance with the change in the Consumer Price Index –All Urban Consumers, U.S. City Average for All Items as published by the U.S. Bureau of Labor Statistics. No Employees will see a direct increase from this automatic adjustment unless their current salary is below the minimum of the position's new respective pay grade.

The City Administrator may request that City Council authorize a general cost of living adjustment (COLA) to offset the effects of inflation on City Employee salaries. If granted, the adjustment will be applied to the salary ranges and step plans for all City Employees.

Other Salary Adjustments: This policy recognizes that other pay adjustments may be necessary at times to address issues of internal equity, competitive market forces or other relevant factors. The City Administrator and/or the City's Human Resources Official will meet as needed to consider such adjustments. The City Administrator (or designee) can authorize other salary adjustments as long as the total approved City personnel budget is not exceeded. If it is projected that such increases will cause the budget to be exceeded, then City Council will be consulted for approval.

Salary Schedules and Step Plans: The current salary schedule (pay plan) for general Employees and the step plans for police are available from Supervisors and the City's Human Resources Official.

Approvals Required: Any changes to Employee pay and/or classifications must be submitted on the appropriate form and approved by the Department Director, City Administrator and/or the City's Human Resources Official.

The City of Montgomery is an at-will employer. This policy, in whole or in part, does not constitute a contract and is not intended to alter the City's status as an at-will employer.



Southwest Information Office

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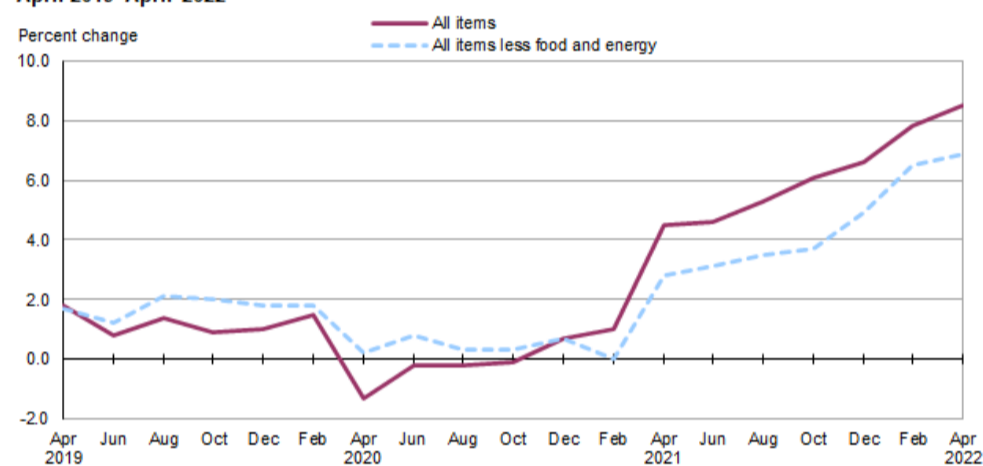
Consumer Price Index, Houston-The Woodlands-Sugar Land – April 2022

Area prices rose 2.4 percent in March and April, up 8.5 percent over the year

Prices in the Houston-The Woodlands-Sugar Land area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), advanced 2.4 percent for the two months ending in April 2022, the U.S. Bureau of Labor Statistics reported today. Regional Commissioner Michael Hirniak noted that this was the largest bi-monthly change in the all items index since June 2008. The food index increased 2.8 percent, and the energy index rose 10.3 percent in March and April. The all items less food and energy index rose 1.5 percent over the past two months, mainly due to increasing prices for owners' equivalent rent of residences and recreation. (Data in this report are not seasonally adjusted. Accordingly, bi-monthly changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U rose 8.5 percent, the largest percent increase since December 1981. The index for all items less food and energy increased 6.9 percent over the year. Energy prices jumped 25.3 percent, largely the result of an increase in the price of gasoline, while food prices advanced 8.7 percent. (See [chart 1](#) and [table 1](#).)

Chart 1. Over-the-year percent change in CPI-U, Houston-The Woodlands-Sugar Land, TX, April 2019–April 2022



Source: U.S. Bureau of Labor Statistics.

[View Chart Data](#)

Food

Food prices rose 2.8 percent for the two months ending in April, the largest bi-monthly rise in the index since February 1990. The index for food at home (grocery store prices) advanced 3.5 percent. Prices for food away from home (restaurant, cafeteria, and vending purchases) rose 2.1 percent for the same period.

Over the year, food prices advanced 8.7 percent, the largest increase in the index since August 1981. Prices for food at home increased 9.8 percent since a year ago, mainly due to an increase in prices for meats, poultry, fish, and eggs. Prices for food away from home increased 7.5 percent over the same period.

Energy

The energy index rose 10.3 percent for the two months ending in April. The increase was mainly due to a jump in prices for gasoline (+21.6 percent), but natural gas service (+2.0 percent) also contributed. Partially offsetting the increase, the index for electricity decreased 4.3 percent over the same period.

From April 2021 to April 2022, energy prices jumped 25.3 percent, largely due to higher prices for gasoline (+45.1 percent), but all energy components contributed to the rise. Prices paid for natural gas service jumped 23.7 percent, while prices for electricity inched up 0.3 percent during the past year.

All items less food and energy

The index for all items less food and energy rose 1.5 percent in March and April. Higher prices for owners' equivalent rent of residences (+1.3 percent), recreation (+3.4 percent), and household furnishings and operations (+1.8 percent) were among the largest contributors to the rise. These increases were partially offset by lower prices for used cars and trucks (-1.8 percent) and apparel (-2.2 percent).

Over the year, the index for all items less food and energy increased 6.9 percent, the largest 12-month rise since data for this series was published beginning in 1982. Components most contributing to the increase included new and used motor vehicles (+13.1 percent), owners' equivalent rent of residences (+4.2 percent), household furnishings and operations (+15.8 percent), and recreation (+12.4 percent).

The June 2022 Consumer Price Index for the Houston-The Woodlands-Sugar Land area is scheduled to be released on July 13, 2022.

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total U.S. population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total U.S. population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

News Release Information

22-853-DAL
Wednesday, May 11, 2022

Contacts

Technical information:
(972) 850-4800
BLInfoDallas@bls.gov
www.bls.gov/regions/southwest

Media contact:
(972) 850-4800

Related Links

[CPI chart package](#)

The index measures price changes from a designated reference date; for most of the CPI-U the reference base is 1982-84 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107. For further details see the CPI home page on the internet at www.bls.gov/cpi and the CPI section of the BLS Handbook of Methods available on the internet at www.bls.gov/opub/hom/cpi/.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. NOTE: **Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The **Houston-The Woodlands-Sugar Land, Texas, Core Based Statistical Area** includes the counties of Austin, Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery, and Waller.

Information in this release will be made available to individuals with sensory impairments upon request. Voice phone: (202) 691-5200; Telecommunications Relay Service: 7-1-1.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods, Houston-The Woodlands-Sugar Land, TX, April 2022 (1982-84=100 unless otherwise noted)

Item and Group	Indexes			Percent change from -		
	Feb. 2022	Mar. 2022	Apr. 2022	Apr. 2021	Feb. 2022	Mar. 2022
All items	250.563	-	256.668	8.5	2.4	-
All items (1967 = 100)	803.646	-	823.227			
Food and beverages	259.063	-	265.970	8.0	2.7	-
Food	260.328	-	267.654	8.7	2.8	-
Food at home	249.518	256.222	258.372	9.8	3.5	0.8
Cereals and bakery products	301.022	-	297.324	6.6	-1.2	-
Meats, poultry, fish, and eggs	285.908	-	296.508	17.8	3.7	-
Dairy and related products	190.817	-	205.870	3.6	7.9	-
Fruits and vegetables	303.128	-	312.896	3.9	3.2	-
Nonalcoholic beverages and beverage materials ⁽¹⁾	303.770	-	315.191	12.7	3.8	-
Other food at home	215.947	-	225.435	9.4	4.4	-
Food away from home	266.680	-	272.205	7.5	2.1	-
Alcoholic beverages	230.034	-	230.648	-0.7	0.3	-
Housing	242.619	-	244.726	5.5	0.9	-
Shelter	282.714	285.111	286.094	4.3	1.2	0.3
Rent of primary residence	280.079	282.623	284.275	5.1	1.5	0.6
Owners' equivalent rent of residences ⁽²⁾	263.303	265.208	266.687	4.2	1.3	0.6
Owners' equivalent rent of primary residence ⁽²⁾	263.303	265.208	266.687	4.2	1.3	0.6
Fuels and utilities	208.668	-	204.275	3.8	-2.1	-
Household energy	183.555	176.640	177.931	4.4	-3.1	0.7
Energy services	180.083	172.967	174.248	3.8	-3.2	0.7
Electricity	178.178	169.721	170.519	0.3	-4.3	0.5
Utility (piped) gas service	171.889	171.891	175.368	23.7	2.0	2.0
Household furnishings and operations	158.674	-	161.497	15.8	1.8	-
Apparel	182.792	-	178.859	6.6	-2.2	-
Transportation	219.206	-	236.608	22.1	7.9	-
Private transportation	223.324	-	235.566	21.4	5.5	-
New and used motor vehicles ⁽³⁾	107.642	-	107.032	13.1	-0.6	-
New vehicles ⁽¹⁾	186.593	-	188.091	9.2	0.8	-
Used cars and trucks ⁽¹⁾	344.913	-	338.558	23.1	-1.8	-
Motor fuel	275.986	340.652	336.999	45.7	22.1	-1.1
Gasoline (all types)	276.110	340.659	335.869	45.1	21.6	-1.4
Gasoline, unleaded regular ⁽⁴⁾	279.856	346.233	340.990	45.7	21.8	-1.5
Gasoline, unleaded midgrade ⁽⁴⁾⁽⁵⁾	296.408	361.920	359.772	42.3	21.4	-0.6
Gasoline, unleaded premium ⁽⁴⁾	297.238	358.611	356.515	40.7	19.9	-0.6
Medical care	539.737	-	543.443	1.0	0.7	-

(1) Indexes on an April 1978=100 base.

(2) Indexes on a December 1982=100 base.

(3) Indexes on a December 1997=100 base.

(4) Special index based on a substantially smaller sample.

(5) Index on a December 1993=100.

- Data not available.

Item and Group	Indexes			Percent change from -		
	Feb. 2022	Mar. 2022	Apr. 2022	Apr. 2021	Feb. 2022	Mar. 2022
Recreation ⁽³⁾	123.037	-	127.266	12.4	3.4	-
Education and communication ⁽³⁾	123.450	-	123.816	1.4	0.3	-
Tuition, other school fees, and childcare ⁽¹⁾	1,297.226	-	1,287.734	1.5	-0.7	-
Other goods and services	440.348	-	440.354	3.9	0.0	-
Commodity and service group						
Commodities	198.109	-	205.111	13.1	3.5	-
Commodities less food and beverages	167.905	-	174.698	16.0	4.0	-
Nondurables less food and beverages	215.831	-	232.789	18.7	7.9	-
Durables	119.803	-	120.059	12.8	0.2	-
Services	304.361	-	309.687	5.7	1.7	-
Special aggregate indexes						
All items less shelter	238.726	-	245.935	10.5	3.0	-
All items less medical care	236.570	-	242.694	9.2	2.6	-
Commodities less food	170.198	-	176.870	15.3	3.9	-
Nondurables	237.553	-	249.556	12.8	5.1	-
Nondurables less food	216.246	-	232.187	17.2	7.4	-
Services less rent of shelter ⁽²⁾	325.078	-	332.627	7.1	2.3	-
Services less medical care services	279.902	-	285.114	6.2	1.9	-
Energy	224.571	248.567	247.728	25.3	10.3	-0.3
All items less energy	256.818	-	261.263	7.1	1.7	-
All items less food and energy	256.089	-	260.045	6.9	1.5	-
(1) Indexes on an April 1978=100 base.						
(2) Indexes on a December 1982=100 base.						
(3) Indexes on a December 1997=100 base.						
(4) Special index based on a substantially smaller sample.						
(5) Index on a December 1993=100.						
- Data not available.						

Last Modified Date: Wednesday, May 11, 2022

U.S. BUREAU OF LABOR STATISTICS Southwest Information Office Suite 221 525 South Griffin Street Dallas, TX 75202

Telephone:1-972-850-4800_ www.bls.gov/regions/southwest [Contact Southwest](#)

Montgomery City Council
AGENDA REPORT

Meeting Date: June 14, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Discussion and possible action on the proposals submitted for the City Administrator recruitment.

Recommendation

Consider the proposals and the input of legal counsel and staff, select one of the proposals, and authorize staff to engage the selected firm.

Discussion

The Mayor, Council and Legal Counsel have met with local recruiter Joe Dickson, who provides Executive Interim candidates, as well as Mr. Ron Cox, the City’s Strategic Plan advisor about the best way to fill the city administrator position for the City. The recommendation of both consultants was to engage a professional executive search firm that specializes in local government recruitment. The City Secretary was instructed to seek proposals for a Statewide search for a City Administrator.

The City has received two proposals:

CPS HR Consulting with a proposal amount of \$25,000.
SGR with a proposal amount of \$24,900.

The proposals were distributed to you prior to the meeting to allow for comprehensive review of each. While this is a considerable expense, selecting the best individual to fill the role is a vital decision and the odds of selecting the right candidate increase significantly with professional guidance. City staff and the city attorney recommend selecting one these firms to facilitate the recruitment process.

Approved By

City Secretary	Nici Browe	Date: 06/10/22
Interim City Administrator	Dave McCorquodale	Date: 06/10/2022

**PROPOSAL FOR
EXECUTIVE RECRUITMENT SERVICES**

**CITY ADMINISTRATOR
CITY OF MONTGOMERY, TEXAS**

June 8, 2022

This proposal is valid for 60 days





June 8, 2022
City Council
City of Montgomery, Texas

Dear Members of the Council,

Thank you for the opportunity to submit this proposal to assist the City of Montgomery in your recruitment for a new City Administrator. SGR has the unique ability to provide a personalized and comprehensive recruitment to meet your needs.

We would like to draw your attention to some key aspects that distinguish SGR from other recruitment firms and allow us to reach the most extensive and diverse pool of applicants available:

- SGR is a recognized thought leader in local government management and is actively engaged in local government operations, issues, and best management practices.
- SGR announces all conducted recruitments in our Servant Leadership e-newsletter, which reaches over 47,000 subscribers in all 50 states.
- SGR sends targeted emails to our opt-in Job Alert subscriber database of approximately 6,200 city management professionals.

We recognize that the COVID-19 pandemic has created unique operating challenges for local governments in many ways, including recruitment efforts. SGR has invested in a variety of technologies that will allow a safe social distancing recruitment process, and we will continue to provide alternatives to in-person meetings, to the extent your organization desires, during this uncertain time.

We are happy to provide references upon request. We are excited about the prospect of conducting this recruitment for the City of Montgomery, and we are available to visit with you at your convenience.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jennifer Fadden", written in a cursive style.

Jennifer Fadden, Chief Operating Officer
JenniferFadden@GovernmentResource.com
Strategic Government Resources

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Sample Contract: Full Service Recruitment

Company Profile

Strategic Government Resources, Inc. (SGR) incorporated in Texas in 2002 to help local governments become more successful by Recruiting, Assessing, and Developing Innovative, Collaborative, and Authentic Leaders. SGR is fully owned by Ron Holifield, who spent two high-profile decades in city management and served as the City Manager for several local governments.

SGR's business model is truly unique. Although we are a private company, SGR operates like a local government association. Most of SGR's principals are former local government officials, allowing SGR to bring a depth of local government expertise to every project that no other firm can match.

SGR's Core Values are Customer Service, Integrity, Philanthropy, Continuous Improvement, Agility, Collaboration, Protecting Relationships, and the Golden Rule.

SGR is a full-service firm, specializing in executive recruitment, interim placements, online training, onsite training, leadership development, psychometric assessments, strategic visioning retreats, one-on-one employee coaching, and other consulting services.

SGR's services are designed to promote innovation, team building, collaboration, and continuous improvement in local governments. SGR has approximately 700 local government clients in 47 states across all our business lines.

SGR has 30 full-time employees, 2 part-time employees, 21 recruiters, 15 facilitators, and multiple consultants who function as subject matter experts on a variety of projects.

SGR's has corporate headquarters in the Dallas/Fort Worth Metroplex, as well as virtual offices in the following states: California, Florida, Minnesota, New York, North Carolina, Ohio, Oklahoma, and Oregon.

View all SGR team members and bios at: [governmentresource.com/about-us/meet-the-team](https://www.governmentresource.com/about-us/meet-the-team)

Unique Qualifications

Extensive Network of Prospects

SGR is intent on being a leader in executive recruitment, and we believe it is imperative to be proactive in our mission to build a workforce that represents the communities we serve. SGR reaches an extensive and diverse pool of applicants by utilizing our unequaled network of prospects through the following platforms:

- Job listings advertised in our Servant Leadership e-newsletter that reaches over 47,000 subscribers in all 50 states.
- Targeted emails sent to over 6,200 opt-in subscribers to SGR's city management Job Alerts.
- Position postings on SGR's Website, GovernmentResource.com, that has over 20,000 visitors per month.
- Job postings to SGR's Job Board, SGRjobs.com, averaging nearly 10,000 unique visitors per month and over 1,600 job listings.
- Comprehensive social media marketing campaigns including custom-made graphics and distribution on Facebook, Twitter, Instagram, and LinkedIn.
- Partnerships with local government associations including League of Women in Government, Local Government Hispanic Network, and the National Forum for Black Public Administrators.
- Approximately 65% of semifinalists selected by our clients learned about the open recruitment through our website, servant leadership e-newsletter, job board, job alert emails, social media, or personal contact.

Collective Local Government Experience

Our recruiters have many years of combined experience in local government, as well as active regional and national networks of government relationships. SGR team members regularly speak on issues of interest to local government executives and can navigate all relevant networks as both a peer and insider.

Equal Opportunity Commitment

SGR strongly believes in equal employment opportunity. SGR will not enter an engagement with an entity or organization that directs bias or expects bias to be demonstrated on any basis other than factors that affect the ability of the candidate to do the job. SGR will make a serious and sincere effort to encourage qualified applicants from underrepresented demographic groups to apply.

Listening to Your Unique Needs

SGR devotes significant time to listening to and helping your organization define its needs. SGR's goal is to understand your organization's unique culture, environment, and local issues to ensure a great fit regarding values, philosophy, and management style perspectives.

Trust of Candidates

SGR has a track record of providing remarkable confidentiality and earning the trust of candidates and next generation leaders. As a result, SGR brings exceptional prospects to the applicant pool. Candidates trust SGR to assess the situation, communicate honestly, and maintain their confidentiality to the greatest extent possible.

Accessibility & Communication

Your executive recruiter is accessible throughout the recruitment process and can be reached at any time by candidates or clients via cell phone or email. In addition, the recruiter communicates with active applicants on a weekly basis and sends Google Alerts articles to keep the applicants informed about the community and opportunity.

Comprehensive Evaluation and Vetting of Candidates

SGR offers a screening process that ensures a detailed understanding of candidate backgrounds and prevents surprises. Our vetting process includes the following:

- Prescreening questions and technical review of resumes
- Cross communication between our recruiters on candidates who have been in previous searches for greater understanding of background and skills.
- Comprehensive written questionnaires for insight beyond the resume.
- Online pre-recorded video interviews that allow search committee members to view candidates in an interview setting prior to the finalist recruitment stage.
- All-inclusive media reports that surpass automated Google/LexisNexis searches, customized to each candidate based on where they have lived and worked.
- Thorough automated, anonymous reference checks that provide details on candidates' soft skills from an expansive group of references.
- Psychometric assessments (supplemental cost).
- Comprehensive background checks completed by a licensed private investigation firm.
- Advanced exercise for finalist candidates, tailored to the organization.

View a list of our Executive Recruitment Clients at: <https://www.governmentresource.com/home/showdocument?id=2239>

Project Personnel

Marsha Reed, Senior Vice President

MarshaReed@GovernmentResource.com

806-789-9641



Marsha has worked in public service for 38 years prior to retiring in March 2021. She is a two-time graduate of Texas Tech University having earned her Bachelor of Science Degree in Civil Engineering in 1988 and her Master's in Public Administration in 2000. Marsha recently retired from the great City of Chandler, Arizona, after six years as the City Manager and two years as Assistant City Manager. Prior to working for Chandler, Marsha worked for the City of Lubbock, Texas for 20 years in several positions with the last six years as the Chief Operating Officer. Marsha also spent ten years at the Texas Department of Transportation.

Marsha is a licensed engineer in both Texas and Arizona and has won a number of awards in her career including the Top 3 Public Works Leaders of the Year Award by the Texas Chapter of the American Public Works Association and Engineer of the Year by the South Plains Chapter of Texas Society of Professional Engineers. Marsha has served in a number of leadership positions including President of the Texas Chapter of APWA and the President of the South Plains Chapter of TSPE. Marsha has also served on the Texas Municipal League Board of Directors and is a current member of the Arizona City Managers Association.

In her spare time Marsha enjoys being with her family, traveling, and doing anything outdoors. Marsha has also volunteered her time on Church mission trips, and with several non-profit organizations.

Recruitment Methodology

A full-service recruitment typically entails the following steps:

- 1. Organizational Inquiry and Analysis**
 - Development of Recruitment Plan and Timeline
 - Individual Interviews with Key Stakeholders
 - Creation of Position Profile Brochure
- 2. Advertising and Marketing, Communication with Applicants and Prospects**
- 3. Initial Screening and Review**
- 4. Search Committee Briefing to Facilitate Selection of Semifinalists**
- 5. Evaluation of Semifinalist Candidates**
 - Written Questionnaires
 - Recorded Online Interviews
 - Media Searches - Stage 1
- 6. Search Committee Briefing to Facilitate Selection of Finalists**
- 7. Evaluation of Finalist Candidates**
 - Comprehensive Media Searches - Stage 2
 - Comprehensive Background Investigation Reports
 - DiSC Management Assessments (supplemental service)
 - First Year Game Plan or Other Advanced Exercise
- 8. Interview Process**
 - Face-to-Face Interviews
 - Stakeholder Engagement (may occur earlier in process)
 - Deliberations
 - Reference Checks (may occur earlier in process)
- 9. Negotiations and Hiring Process**
 - Determination of Terms of an Offer
 - Negotiation of Terms and Conditions of Employment
 - Press Release (if requested)

Step 1: Organizational Inquiry and Analysis

Development of Recruitment Plan and Timeline

SGR will meet with the client at the outset of the project to finalize the recruitment plan and timeline. At this time, SGR will also request that the client provide us with photos and information on the community, organization, and position to assist us in drafting the position profile brochure.

Individual Interviews with Key Stakeholders

SGR devotes tremendous energy to understanding your organization's unique culture, environment, and goals to ensure you get the right match for your particular needs. Fully understanding your organizational needs is the most critical part of conducting a successful executive recruitment. In consultation with the Search Committee, SGR will develop a list of individuals to meet with about the position. These interviews identify issues that may affect the dynamics of the recruitment, as well as develop a composite understanding of the position, special considerations, and the political environment. This process helps with organizational buy-in and will assist us in developing the position profile.

Development of Position Profile Brochure

Following the individual interviews, SGR will develop a draft position profile brochure that is reviewed and revised in partnership with your organization until we are in agreement that it accurately reflects the sought-after leadership and management characteristics.

To view sample recruitment brochures, please visit:

<https://www.governmentresource.com/executive-recruitment/open-recruitments-528>

Step 2: Advertising and Marketing, Communication with Applicants and Prospects

Advertising and Marketing

The Executive Recruiter and client work together to determine the best ways to advertise and recruit for the position. SGR's Servant Leadership e-newsletter, where your position will be announced, reaches over 47,000 subscribers in all 50 states. We will also send targeted emails to opt-in subscribers to SGR's Job Alerts. Your position will be posted on SGR's Website, GovernmentResource.com, and on SGR's Job Board, SGRjobs.com. SGR provides a comprehensive social media marketing campaign that includes custom-made graphics and distribution on Facebook, Twitter, Instagram, and LinkedIn. Ads are also typically placed in various state and national publications, targeting the most effective venues for reaching qualified candidates for that particular position.

Communication with Prospects

SGR communicates with interested prospects on ongoing basis during the recruitment process. Outstanding prospects often will not submit a resume until they have done considerable homework on the available position. A significant number of inquiries will be made, and it is essential that the executive search firm be prepared to answer those questions with fast,

accurate, and complete information, and in a warm and personal manner. This is one of the first places a prospective candidate will develop an impression about the organization, and it is an area in which SGR excels.

Communication with Active Applicants

Handling the flow of resumes is an ongoing and significant process. On the front end, it involves tracking resumes and promptly acknowledging their receipt. It also involves timely and personal responses to any questions or inquiries. SGR communicates frequently with applicants to ensure they stay enthusiastic and informed about the opportunity. SGR utilizes Google Alerts and sends weekly update emails to active applicants regarding the organization and community.

Step 3: Initial Screening and Review

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

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

Step 4: Search Committee Briefing / Selection of Semifinalist Candidates

At this briefing, SGR will provide a comprehensive progress report and facilitate the selection of up to 12 semifinalists. The presentation will include summary information on the process so far, the candidate pool overall, and any trends or issues, as well as a briefing on each candidate and their credentials. SGR is the only firm that offers this level of reporting detail and transparency.

Step 5: Evaluation of Semifinalist Candidates

Reviewing resumes is an important and valuable step in the executive recruitment process. However, resumes can be misleading. Resumes fail to disclose the individual’s personal qualities and his or her ability to get along with other people. Resumes can also exaggerate or inflate accomplishments and experience. SGR’s responsibility is to go deeper than the resume to ensure that those candidates who continue in the process are truly outstanding. SGR’s goal is to have a clear understanding of the person behind the resume and what makes them an outstanding prospect for you. The evaluation of semifinalist candidates includes follow-up when appropriate to ask any questions about underlying issues.

Written Questionnaires

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

Recorded Online Interviews

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

Media Searches - Stage 1

“Stage 1” of our media search process involves the use of the web-based interface Nexis Diligence™. This platform is an aggregated subscription-based platform that allows access to global news, business, legal, and regulatory content. These media reports at the semifinalist stage have proven helpful by uncovering issues that may not have been previously disclosed by prospective candidates. The recruiter will communicate any “red flags” to the Search Committee immediately upon discovery.

Step 6: Search Committee Briefing / Selection of Finalist Candidates

Prior to this briefing, SGR will provide each member of the Search Committee with a briefing book on the semifinalist candidates. The briefing book includes cover letters, resumes, and completed questionnaires. The link to view the online interviews is emailed separately to Search Committee members. The purpose of this briefing is to facilitate narrowing the list to up to 5 finalists who will be invited for personal interviews.

Step 7: Evaluation of Finalist Candidates

Comprehensive Media Searches - Stage 2

“Stage 2” of our media search process includes the web-based interface Nexis Diligence™ along with Google as a supplementary tool. By utilizing both, we can provide our clients with an enhanced due diligence process to help vet potential candidates in an efficient and comprehensive manner, which reduces the risk of overlooking important information.

The Stage 2 media search consists of a more complex search, which also includes social media platforms, and has proven helpful in analyzing possible adverse news about the candidate by uncovering issues that may not have been previously disclosed by the candidate. The media search gives the Search Committee an overview of the type and extent of press coverage that a candidate has experienced over the course of their career. View a sample media report at: <http://bit.ly/SGRSampleMediaReport>.

Comprehensive Background Investigation Reports

Through SGR's partnership with a licensed private investigation firm, we are able to provide our clients with comprehensive background screening reports that include the detailed information listed below. View a sample background report at: bit.ly/SGRSampleBackgroundReport.

- Social Security number trace
- Address history
- Driving history/motor vehicle records
- Credit report (if desired)
- Federal criminal search
- National criminal search
- County wants and warrants for previous 10 years
- Global homeland security search
- Sex offender registry search
- State criminal search (for current and previous states of residence)
- County civil and criminal search (for every county in which candidate has lived or worked) for previous 10 years
- Education verification
- Employment verification (if desired)
- Military verification (if desired)

DiSC Management Assessments (supplemental service)

SGR uses a DiSC Management assessment tool, which is among the most validated and reliable personal assessment tools available. The DiSC Management assessment analyzes and reports comprehensively on the candidate's preferences in five vital areas: management style, directing and delegating, motivation, development of others, and working with his/her own manager. View a sample report at: bit.ly/SGRDiscProfileSample. For assessments of more than two candidates, a DiSC Management Comparison Report is included, which provides a side-by-side view of each candidate's preferred management style. View a sample comparison report at: bit.ly/SGRDiscTeamReport.

First Year Game Plan or Other Advanced Exercise

SGR will work with your organization, if desired, to develop an advanced exercise for the finalist candidates. One example of such an exercise is a "First Year Game Plan," a process where finalist candidates are provided with the contact information for elected officials, key staff, and community leaders and then given free rein to make contact with all of them in advance and use those insights to develop a "first year game plan" based on what they know so far.

Feedback is received from the key contacts on their impressions of the finalist candidates from the interactions with the candidates prior to the interviews. This exercise provides the opportunity to evaluate candidates' written and interpersonal communication skills, as well as critical analysis skills.

Step 8: Interview Process

Face-to-Face Interviews

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

Stakeholder Engagement

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

- Stakeholder survey (supplemental service, can be provided at an additional cost)
- Interviewing community leaders at the outset of the recruitment;
- Holding a public forum for citizen engagement at the outset of the recruitment;
- Community leader reception;
- Meet and greet;
- Search Committee and key community leader dinner meeting;
- "Round Robin" forum meetings with various community groups during a multi-day interview process.

Deliberations

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

Reference Checks

SGR uses a progressive and adaptive automated reference check system to provide insights on candidates' soft skills from a well-rounded group of references. References may include elected officials, direct supervisors, direct reports, internal organizational peers, professional peers in other organizations, and civic leaders. SGR's reference check platform is anonymous, which is proven to encourage more candid and truthful responses, in turn providing organizations with more meaningful and insightful information on candidates. SGR provides a written summary report to the organization once all reference checks are completed. The timing of reference

checks may vary depending on the specific search process and situation. If the names of the finalists are made public prior to interviews, SGR will typically contact references prior to the interview process. If the names of the finalists are not made public prior to interviews, SGR will typically wait until the organization has selected its top candidate before calling references in order to protect candidate confidentiality.

Step 9: Negotiations and Hiring Process

Determine the Terms of an Offer

Upon request, SGR will provide appropriate employment agreement language and other helpful information to assist you in determining an appropriate offer to extend to your candidate of choice.

Negotiate Terms and Conditions of Employment

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

Press Release (if requested)

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

Satisfaction Surveys

SGR is committed to authentically following the golden rule by providing prompt, professional and excellent communication and always treating every client with honor, dignity and respect. We ask clients and candidates to complete a brief and confidential survey after the completion of their recruitment. This helps us strive to continuously improve our processes and meet the changing needs of the workforce.

Supplemental Service: Post-Hire Team Building Workshop

SGR can provide a customized team building workshop after you hire for the position. SGR utilizes I-OPT, which is a validated measurement tool that shows how a person perceives and processes information. Because people “see” different things when they assess a situation, they are motivated to take various courses of action, so understanding you and your colleagues’ I-OPT Profiles will enable you to work much more effectively as a team. This service can be provided at an additional cost. View sample I-OPT reports at: bit.ly/sampleIOPTreports.

Projected Schedule

Task	Weeks
Contract Executed Develop Recruitment Plan & Timeline <u>Individual Interview with Key Stakeholders</u>	Week 1
Deliverable: Position Profile Brochure Search Committee Reviews and Approves Brochure	Weeks 2-3
Advertising and Marketing Accept Applications Communication with Prospects and Applicants	Weeks 4-7
Initial Screening and Review	Week 8
<u>Search Committee Briefing</u> / Select Semifinalists Questionnaires and Recorded Online Interviews Media Searches - Stage 1	Week 9
Deliverable: Semifinalist Briefing Books and Online Interviews	Week 10
<u>Search Committee Briefing</u> / Select Finalists	Week 11
Comprehensive Media Searches - Stage 2 Comprehensive Background Investigation Reports DiSC Management Assessments (supplemental service) First Year Game Plan or Other Advanced Exercise	Weeks 12-13
Deliverable: Finalist Briefing Books	Week 14
<u>Face-to-Face Interviews</u> Stakeholder Engagement (may occur earlier in process) Deliberations Reference Checks (may occur earlier in process) Negotiations and Hiring Process	Weeks 15

COSTS & SERVICE GUARANTEE

General Service Costs	
<p>Not-to-Exceed Price</p> <p><i>* Ad placement costs are <u>not</u> included in the Not-to-Exceed Price. These costs are estimated to be between \$1,750 and \$2,500 and shall be added to the total cost of services.</i></p>	\$24,900
Not to Exceed Price includes the services below:	
<p>Professional Services Fee</p>	\$18,500
<p>Expenses:</p> <p><i>Expenses will appear on invoices until the not-to-exceed price is reached.</i></p>	
<p>Position Profile Brochure</p> <ul style="list-style-type: none"> - Production of a professional position profile brochure. - Custom-designed graphics for social media and email marketing. - Announcement in SGR's 10 in 10 Leadership and Innovation e-newsletter. - Two (2) email blasts to SGR's opt-in Job Alert subscribers for the relevant job category. - Featured job placement on SGR's website. - Featured ad on SGR's job board. - Promotions on SGR's social media pages – Facebook, Twitter, LinkedIn, and Instagram. 	\$1,500
<p>Semifinalist Recorded Online Interviews</p> <p>Price per interview. For up to 12 finalists.</p>	\$225
<p>Comprehensive Media Reports</p> <p>Price per report. For up to 5 finalists.</p>	\$500
<p>Comprehensive Background Investigation Reports</p> <p>Price per report. For up to 5 finalists.</p>	\$400
<p>Comprehensive Reference Checks</p> <p>Price per reference check. For up to 5 finalists.</p>	\$225
<p>Onsite Recruiter Visits</p> <p><i>Up to two (2) multi-day onsite visits by one recruiter to the Organization. Meals billed back at a per diem rate of \$15 (breakfast), \$20 (lunch), \$30 (dinner). Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.</i></p>	

Reimbursable Expenses

Ad Placements

As approved by the organization, will be billed back at actual cost with no markup for overhead. *Ad placement costs are not included in the Not-to-Exceed Price. These costs are estimated to be between \$1,750 and \$2,500 and shall be added to the total cost of services.*

Supplemental Service Costs (Not included in the Not-to-Exceed Price)

Additional Online Interviews Price per candidate over and above the twelve (12) included in the not-to-exceed price above	\$225
Additional Comprehensive Media Reports Price per report over and above the five (5) included in the not-to-exceed price above	\$500
Additional Background Investigation Reports Price per report over and above the five (5) included in the not-to-exceed price above	\$400
Additional Reference Checks Price per candidate over and above the five (5) included in the not-to-exceed price.	\$225
DiSC Management Profile Price per candidate.	\$175
Stakeholder Survey SGR will provide recommended survey questions within three (3) business days of project initiation. SGR will set up an online survey within one (1) business day after the Organization has reviewed and approved the survey questions. Stakeholders can be directed to a web page or invited to take the survey by email. SGR and the Organization will agree to the open survey time period, typically ten (10) to thirty (30) days. The Organization shall be responsible for marketing and promoting the survey to stakeholders. A written summary of results is provided to the Organization within three (3) business days of survey close date. Survey is not validated statistically.	\$1,000

Supplemental Service Costs (Not included in the Not-to-Exceed Price)

Additional Onsite Visits

Over and above the two (2) recruiter visits included in the not-to-exceed price. Travel and onsite time will be billed at a professional fee (per recruiter) of \$1,000 per half-day and \$1,500 per full day. Meals are billed back at a per diem rate of \$15 for breakfast, \$20 for lunch, and \$30 for dinner. All other travel related expenses are billed back at actual costs, with no markup for overhead.

Briefing Materials

Semifinalist and finalist briefing materials will be provided to the search committee via an electronic link. Should the Organization request printing of those materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.

Candidate Reimbursement

Candidates are reimbursed directly by the Organization for travel expenses.

Half-Day Onsite Post-Hire Team Building Workshop

Offered for \$4,000 plus travel expenses. I-OPT reports are offered for \$150 per person.

Supplemental Services Not Mentioned

If the Organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time. No work shall be done without approval.

Billing

The professional service fee for the recruitment is billed in **three (3) equal installments** during the course of the recruitment.

- Initial Installment - billed after the position profile brochure has been created
- Second Installment - billed after semifinalists are selected
- Final installment - billed at the conclusion of the recruitment

Expenses and Supplemental Services - billed with each of the three installments, as appropriate.

Service Guarantee

SGR guarantees that you will be satisfied with the results of the full service recruitment process, or we will repeat the entire process one additional time and charge only for expenses. Additionally, if you select a candidate (that SGR has fully vetted) who resigns or is released within 18 months of their hire date, SGR will repeat the process one additional time and charge only for expenses. If the organization circumvents SGR's recruitment process and selects a candidate who did not participate in the full recruitment process, the service guarantee is null and void. We also guarantee that we will not directly solicit a candidate we bring to you for another job.

CITY/COUNTY MANAGER RECRUITMENTS, 2017-PRESENT

In Progress

- Crandall, Texas (pop. 4,000) - City Manager
- Fort Collins, Colorado (pop. 175,000) - City Manager
- Frisco, Colorado (pop. 3,000) - Town Manager
- Graham, Texas (pop. 8,000) - City Manager
- Hutto, Texas (pop. 40,000) - City Manager
- Johnston, Iowa (pop. 21,000) - City Administrator
- Kennedale, Texas (pop. 9,000) - City Manager
- Kent, Washington (pop. 138,000) - Chief Administrative Officer
- Ketchikan, Alaska (pop. 8,000) - City Manager/Public Utilities General Manager
- Rocky Hill, Connecticut (pop. 20,000) - Town Manager
- Tolland, Connecticut (pop. 15,000) - Town Manager

2022

- Aledo, Texas (pop. 5,500) - City Manager
- Dalhart, Texas (pop. 8,500) - City Manager
- Edinburg, Texas (pop. 100,000) - City Manager
- Klamath Falls, Oregon (pop. 22,000) - City Manager
- Levelland, Texas (pop. 14,000) - City Manager
- Live Oak, Texas (pop. 16,000) - City Manager
- Madisonville, Texas (pop. 4,500) - City Manager
- Manor, Texas (pop. 15,000) - City Manager
- Marshall, Texas (pop. 23,000) - City Manager
- Mineral Wells, Texas (pop. 15,000) - City Manager
- Mont Belvieu, Texas (pop. 8,000) - City Manager
- Nassau Bay, Texas (pop. 5,000) - City Manager
- Parkville, Missouri (pop. 7,000) - City Administrator
- Sunnyvale, Texas (pop. 8,000) - Town Manager
- West Lake Hills, Texas (pop. 3,000) - City Administrator
- Wethersfield, Connecticut (pop. 26,000) - Town Manager
- Wickenburg, Arizona (pop. 7,500) - Town Manager

2021

- Bainbridge Island, Washington (pop. 25,000) - City Manager
- Breckenridge, Texas (pop. 5,000) - City Manager
- Bridgeport, Texas (pop. 6,500) - City Manager

- Briarcliff Manor, New York (pop. 8,000) - Village Manager
- Chandler, Arizona (pop. 270,000) - City Manager
- Chanhassen, Minnesota (pop. 27,000) - City Manager
- Chickasha, Oklahoma (pop. 16,000) - City Manager
- Choctaw, Oklahoma (pop. 12,000) - City Manager
- Clermont, Florida (pop. 44,000) - City Manager
- Flower Mound, Texas (pop. 79,000) - Town Manager
- Johnson City, Tennessee (pop. 65,000) - City Manager
- Kennett Square, Pennsylvania (pop. 6,000) - Borough Manager
- Lago Vista, Texas (pop. 8,000) - City Manager
- Lamar, Colorado (pop. 7,500) - City Administrator
- Monett, Missouri (pop. 9,000) - City Administrator
- North Port, Florida (pop. 77,000) - City Manager
- Port Chester, New York (pop. 30,000) - Village Manager
- Sherwood, Oregon (pop. 20,000) - City Manager
- Snoqualmie, Washington (pop. 14,000) - City Administrator
- Spokane, Washington (pop. 220,000) - City Administrator

2020

- Argyle, Texas (pop. 4,000) - Town Administrator
- Bay City, Texas (pop. 17,000) - City Manager
- Bedford, Texas (pop. 49,000) - City Manager
- Boerne, Texas (pop. 16,000) - City Manager
- Castroville, Texas (pop. 3,000) - City Administrator
- Clinton, Connecticut (pop. 13,500) - Town Manager
- Commerce, Texas (pop. 9,000) - City Manager
- Covington, Georgia (pop. 14,000) - City Manager
- DeSoto, Texas (pop. 56,000) - City Manager
- Duncanville, Texas (pop. 40,000) - City Manager
- Hutchinson, Kansas (pop. 42,000) - City Manager
- Hutto, Texas (pop. 30,000) - City Manager
- Iola, Kansas (pop. 5,500) - City Administrator
- Johns Creek, Georgia (pop. 84,000) - City Manager
- Joplin, Missouri (pop. 50,000) - City Manager
- Miami, Oklahoma (pop. 13,500) - City Manager
- Mission Hills, Kansas (pop. 3,500) - City Administrator
- Nacogdoches, Texas (pop. 33,000) - City Manager
- Santa Fe, Texas (pop. 13,000) - City Manager

- Tigard, Oregon (pop. 53,000) - City Manager
- Westworth Village, Texas (pop. 3,000) - City Administrator

2019

- Blaine, Minnesota (pop. 65,000) - City Manager
- Bullard, Texas (pop. 4,000) - City Manager
- Campbell County, Wyoming (pop. 46,000) - Commissioners' Administrative Director/County Administrator
- Canyon, Texas (pop. 15,000) - City Manager
- Copperas Cove, Texas (pop. 34,000) - City Manager
- Killeen, Texas (pop. 145,000) - City Manager
- Kingsville, Texas (pop. 26,000) - City Manager
- Lamar, Colorado (pop. 7,500) - City Administrator
- Lenexa, Kansas (pop. 55,000) - City Manager
- Mineral Wells, Texas (pop. 15,000) - City Manager
- Orange, Texas (pop. 19,000) - City Manager
- Palm Coast, Florida (pop. 86,000) - City Manager
- South Windsor, Connecticut (pop. 26,000) - Town Manager
- Springfield, Oregon (pop. 62,000) - City Manager
- Terrell, Texas (pop. 17,000) - City Manager
- Tolland, Connecticut (pop. 15,000) - Town Manager
- Vail, Colorado (pop. 5,000) - Town Manager
- Venus, Texas (pop. 5,000) - City Administrator
- Victoria, Texas (pop. 67,000) - City Manager
- West Lake Hills, Texas (pop. 3,000) - City Administrator

2018

- Anna, Texas (pop. 14,000) - City Manager
- Bethany, Oklahoma (pop. 19,000) - City Manager
- Cameron, Missouri (pop. 10,000) - City Manager
- Clackamas County, Oregon (pop. 400,000) - County Administrator
- Clallam County, Washington (pop. 75,000) - County Administrator
- Coffeyville, Kansas (9,500) - City Manager
- Craig, Colorado (pop. 9,000) - City Manager
- Erie, Colorado (pop. 26,000) - Town Administrator
- Forney, Texas (pop. 19,000) - City Manager
- Freeport, Texas (pop. 12,000) - City Manager
- Fulshear, Texas (pop. 9,500) - City Manager

- Green Cove Springs, Florida (pop. 7,500) - City Manager
- Humble, Texas (pop. 15,000) - City Manager
- Jacksonville, Texas (pop. 14,000) - City Manager
- Jupiter, Florida (pop. 60,000) - Town Manager
- Lawton, Oklahoma (pop. 94,000) - City Manager
- Lebanon, Missouri (pop. 15,000) - City Administrator
- Lockhart, Texas (pop. 13,500) - City Manager
- Marshall, Texas (pop. 24,000) - City Manager
- Murfreesboro, Tennessee (pop. 130,000) - City Manager
- Nixa, Missouri (pop. 21,000) - City Administrator
- Paducah, Kentucky (pop. 25,000) - City Manager
- Pflugerville, Texas (pop. 60,000) - City Manager
- Plant City, Florida (pop. 38,000) - City Manager
- Riverside, Missouri (pop. 3,000) - City Administrator
- Smithville, Missouri (pop. 10,000) - City Administrator
- Springfield, Missouri (pop. 167,000) - City Manager
- Sunnyvale, Texas (pop. 6,500) - Town Manager
- West University Place, Texas (pop. 14,000) - City Manager
- Wethersfield, Connecticut (pop. 26,000) - Town Manager

2017

- Amarillo, Texas (pop. 200,000) - City Manager
- Bastrop, Texas (pop. 8,000) - City Manager
- Bedford, Texas (pop. 49,000) - City Manager
- Bozeman, Montana (pop. 45,000) - City Manager
- Brenham, Texas (pop. 17,000) - City Manager
- Choctaw, Oklahoma (pop. 12,000) - City Manager
- Clute, Texas (pop. 12,000) - City Manager
- Colleyville, Texas (pop. 23,000) - City Manager
- Grandview, Missouri (pop. 26,000) - City Administrator
- Killeen, Texas (pop. 140,000) - City Manager
- Midland, Michigan (pop. 42,000) - City Manager
- Parkville, Missouri (pop. 7,000) - City Administrator
- Saginaw, Texas (pop. 21,000) - City Manager
- San Marcos, Texas (pop. 60,000) - City Manager
- Sealy, Texas (pop. 6,500) - City Manager
- Stephenville, Texas (pop. 20,000) - City Administrator
- Temple, Texas (pop. 75,000) - City Manager

- Topeka, Kansas (pop. 127,000) - City Manager
- Vail, Colorado (pop. 5,000) - Town Manager

**Agreement for Executive Recruitment Services
for City Administrator
between**

Strategic Government Resources, Inc. ("SGR")
and
City of Montgomery, Texas ("Organization")

Scope of Services:

SGR shall provide all services for recruitment as described in the formal proposal submitted and described in abbreviated form as follows:

- Development recruitment plan and timeline
- Production of a professional position profile brochure
- Advertising and marketing
- Communication with prospects and applicants
- Initial screening and review of applications
- Briefing with search committee to facilitate selection of semifinalists
- Written questionnaires, customized to the position, for up to twelve (12) semifinalists
- Recorded online interviews for up to twelve (12) semifinalists
- Stage 1 Media Searches on up to twelve (12) semifinalists
- Electronic delivery of semifinalist briefing books and online interviews
- Briefing with the search committee to facilitate selection of finalist candidates
- Assistance with development of advanced exercise for finalist candidates, if desired
- Comprehensive Stage 2 Media Reports for up to five (5) finalist candidates
- Comprehensive background investigation reports on up to five (5) finalist candidates
- Comprehensive Reference Checks for up to five (5) finalist candidates
- Electronic delivery of finalist briefing books
- Assistance with interview questions and interview schedule
- Assistance with stakeholder engagement, if desired
- Assistance with negotiating terms and conditions of employment, if desired
- Up to Two (2) in-person visits by the Recruiter to the Organization.
- Periodic updates regarding the progress of the search, as frequently as desired

The Organization agrees:

- To provide photos/graphics and information necessary to develop position profile brochure
- To respond to drafts of documents and reports in a timely manner; failure to do so may extend timelines and can negatively impact the outcome of the process
- To refer all prospective applicants to SGR and shall not accept applications independently during the recruitment process

- To provide reproduction of hard copy brochure, if desired
- To provide any direct mailings desired by the Organization
- To provide legal opinions to SGR regarding when and if any information must be released in accordance with Public Information requests
- To directly reimburse finalists for travel-related expenses to interview
- That Organization is ultimately responsible for candidate selections and that Organization will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status, or any other basis that is prohibited by federal, state, or local law.
- To comply with the Fair Credit Reporting Act (FCRA) with regard to any pre- or post-adverse action notices and requirements if the Organization decides not to hire a candidate as a result of their credit history report

SGR shall be compensated by the Organization as detailed below:

Not-to-Exceed Price = \$24,900

** Ad placement costs are not included in the Not-to-Exceed Price. These costs are estimated to be between \$1,750 and \$2,500 and shall be added to the total cost of services.*

Not-to-exceed price includes:

- **Professional Service Fee - \$18,500**
- **Expenses** (will appear on invoices until not-to-exceed price is reached):
 - **Position Profile Brochure & Marketing - \$1,500**
 - Production of a professional position profile brochure
 - Custom-designed graphics for social media and email marketing
 - An announcement in SGR's 10 in 10 Leadership and Innovation e-newsletter
 - Two (2) email blasts to SGR's opt-in Job Alert subscribers for the relevant job category
 - Featured job placement on SGR's website
 - Featured ad on SGR's job board
 - Promotions on SGR's social media pages – Facebook, Twitter, LinkedIn, and Instagram
 - **Semifinalist Recorded Online interviews** for up to twelve (12) semifinalists - **\$225 each**
 - **Comprehensive Media Reports** for up to five (5) finalists - **\$500 each**
 - **Comprehensive Background Investigation Reports** for up to five (5) finalists - **\$400 each**
 - **Comprehensive Reference Checks** with individual reports for up to five (5) finalists - **\$225 each**
 - **Up to two (2) multi-day onsite visits** by one Recruiter to the Organization, for up to 2 and 1/2 days per visit. Meals are billed back at a per diem rate of \$15 for breakfast, \$20 for lunch, and \$30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead. *Travel will be dependent on COVID restrictions in place at the time and take into consideration the health and safety of team members of both SGR and the Organization.*

Reimbursable Expenses

- **Ad placements, as approved by the Organization, will be billed back at actual cost with no markup for overhead.**

Supplemental Services (not included in the not-to-exceed price above):

- SGR will conduct a Stakeholder Survey for \$1,000. SGR will provide recommended survey questions within three (3) business days of project initiation. SGR will set up an online survey within one (1) business day after Organization has reviewed and approved the survey questions. Stakeholders can be directed to a web page or invited to take the survey by email. SGR and Organization will agree to the open survey time period, typically ten (10) to thirty (30) days. Organization shall be responsible for marketing and promoting the survey to stakeholders. A written summary of results is provided to Organization within three (3) business days of survey close date. Survey is not validated statistically.
- Additional online interviews (over and above the twelve (12) included in the not-to-exceed price above) are offered for \$225 per candidate.
- Additional comprehensive media reports (over and above the five (5) included in the not-to-exceed price above) are offered for \$500 per candidate.
- Additional background investigation reports (over and above the five (5) included in the not-to-exceed price above) are offered for \$400 per candidate.
- Additional reference checks (over and above the five (5) included in the not-to-exceed price above) are offered for \$225 per candidate.
- There is a cost of \$175 per candidate for the DiSC Management Profile.
- Semifinalist and finalist briefing materials will be provided to the search committee via an electronic link. Should the organization request printing of those materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Additional onsite visits (over and above the two (2) onsite visits included in the not-to-exceed price above) by one Recruiter will be billed over and above the not-to-exceed price. Travel and onsite time will be billed at a professional fee (per recruiter) of \$1,000 per half-day and \$1,500 per full day. Meals are billed back at a per diem rate of \$15 for breakfast, \$20 for lunch, and \$30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Candidates will be reimbursed directly by the Organization for travel expenses.
- If the Organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval. Supplemental services will be billed out at \$250 per hour.

Billing:

The professional service fee for the recruitment is billed in three equal installments during the course of the recruitment. The initial installment is billed after the position profile brochure has been created. The second installment is billed after semifinalists are selected. The final installment is billed at the conclusion of the recruitment. Expenses and supplemental services will be billed with each of the three installments, as appropriate.

Organization Contact for Invoicing:

Name: _____

Position: _____

Email: _____

Phone: _____

Service Guarantee:

SGR guarantees that you will be satisfied with the results of the full service recruitment process, or we will repeat the entire process one additional time and charge only for expenses. Additionally, if you select a candidate (that SGR has fully vetted) who resigns or is released within 18 months of their hire date, SGR will repeat the process one additional time and charge only for expenses. If the organization circumvents SGR’s recruitment process and selects a candidate who did not participate in the full recruitment process, the service guarantee is null and void. We also guarantee that we will not directly solicit a candidate we bring to you for another job.

Expenses in the event of a repeat search shall include:

- Position Profile Brochure Edits, Custom Graphics, and SGR Marketing - \$750
- Ad placements, as approved by the organization, will be billed back at actual cost with no markup for overhead.
- Online interviews - \$225 per candidate.
- Comprehensive media reports - \$500 per candidate.
- Background investigation reports - \$400 per candidate.
- Reference checks - \$225 per candidate.
- DiSC Management Profile - \$175 per candidate
- Should the organization request printing of semifinalist or finalist briefing materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Recruiter travel. Meals are billed back at a per diem rate of \$15 for breakfast, \$20 for lunch, and \$30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Candidates are reimbursed directly by the organization for travel expenses.
- Stakeholder Survey - \$1,000
- If the Organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval.

Terms and Conditions:

- The Organization reserves the right to terminate this agreement at any time upon giving SGR seven days advanced written notice to SGR, Attn: Melissa Valentine, PO Box 1642, Keller, TX 76244 or by email to MelissaValentine@GovernmentResource.com. In such an event, SGR will be compensated for all work satisfactorily completed up to and through the date of termination.
- The Organization acknowledges that the nature of executive recruitment is such that SGR engages in discussions with prospects throughout the process who may or may not ultimately become a candidate, and that SGR is utilizing its proprietary network of relationships to identify and engage prospective candidates, and that premature release of such proprietary information, including names of prospective candidates who SGR may be having conversations with as part of the recruitment process, may be damaging to the prospects and SGR. Accordingly, the Organization acknowledges and, to the extent provided by law, agrees that all information related to this search is proprietary, and remains the property of and under the exclusive control of SGR, regardless of whether such information has been shared with the Organization or not, including all decisions regarding release of information, until such time that a finalist is named. At the time finalists are determined, all information related to the finalists shall become the property of the Organization and all decisions regarding public disclosure shall be determined by the Organization, except that psychometric assessments, questionnaires, and any information produced by SGR is proprietary and shall not become the property of the Organization or subject to disclosure. If the Organization receives an open records request, the Organization shall notify and share the request with SGR in writing as soon as possible but within no more than three (3) business days of receipt. The Organization shall provide sufficient time for SGR to notify and provide advance notice to the impacted individuals prior to the Organization releasing the required information with protected information redacted.
- **All travel will be dependent on COVID restrictions in place at the time and take into consideration and health and safety of team members of both Parties.**

Approved and Agreed to, this the _____ day of _____, 2022 by and between

Jeri J. Peters, President of Executive Recruitment
Strategic Government Resources

City of Montgomery, Texas

Printed Name: _____

Title: _____



PROPOSAL

City of Montgomery

Executive Recruitment Services for City Administrator

SUBMITTED BY:
MELISSA ASHER
KYLIE WILSON

CPS HR Consulting
Texas Regional Office
100 Congress Ave
Austin, TX 78701
P: 916-471-3358
masher@cpshr.us
Tax ID: 68-0067209

www.cpshr.us



Your Path to Performance

June 6, 2022

Alan P. Petrov
Managing Partner
Johnson Petrov, LLP
2929 Allen Parkway, Suite 3150
Houston, Texas 77019

Subject: Executive Recruitment Services for City Administrator

Dear Mr. Petrov:

Thank you for providing CPS HR Consulting (CPS HR) with the opportunity to submit a proposal to work with you on your search for a City Administrator. We are an independent/self-supporting government agency with a highly experienced and successful recruitment team. Our experience in assisting public agencies with executive search, screening, and placement sets us apart from other recruitment firms.

Our local recruiter, Ms. Kylie Wilson, is located in Seabrook, Texas and will facilitate and manage this recruitment process for you. She has successfully completed a number of executive recruitments both in Texas and nationwide and recently conducted similar searches for this position in the region. She has vast experience doing in-depth outreach and research to find high caliber (active and passive) candidates for every search.

Understanding that each position is unique, dependent on budget and timeline, as well as the specialization for some roles, we have included three different recruitment options for your review – Outreach/Advertising, Partial Recruitment and Full Recruitment. This allows CPS HR to tailor our process to specifically meet your needs. We have also included as a separate attachment a tentative recruitment timeline and workplan for this position. We understand how important these transitions can be and are perfectly placed to assist you in these endeavors. Once a project begins, we will work with the city to highlight each exciting opportunity and attract the best possible candidates. It is our commitment to work in partnership with your organization to achieve a successful result.

Thank you for the opportunity to be considered for this engagement. Should you have questions or comments about the information presented in this proposal, **please contact me at masher@cpshr.us or (916) 471-3358.**

Sincerely,



Melissa Asher
Senior Practice Leader, Products and Services

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About CPS HR Consulting

CPS HR Consulting (CPS HR) has been assisting organizations with their talent management needs for 35 years. We have unique expertise in delivering HR management and consulting services, employment testing, and assessment services to government agencies throughout North America.

CPS HR's core competency is its knowledge of and expertise in the public sector. As a public agency, we understand the challenges and issues facing our client base. As a self-supporting public entity, we also understand the need for innovative yet practical results. CPS HR can provide expertise that is unique because we share with our clients a common perspective. There is no competitor in the industry that can make this claim.

CPS HR offers clients a comprehensive range of competitively priced services, all of which can be customized to meet your organization's specific needs. We are committed to supporting and developing strategic organizational leadership and human resource management in the public sector. We offer expertise in the areas of organizational strategy, recruitment and selection, training and development, and organization and workforce management.

CPS HR is a public agency governed by regulations and public sector concerns. We understand what it is to work with and within government. Unlike other public sector organizations, CPS HR is self-supporting. We employ the strategy, innovation, and flexibility found in the private sector to the client's advantage. CPS HR's unique position in the public arena attracts professionals from both public and private sectors who are driven to help the client reach its organization's vision and mission. We work collaboratively with the client to generate solutions that are creative yet practical, to meet the organization "where it is" while also moving it to the next level.

With more than 93 full-time employees as well as 200+ project consultants and technical experts nationwide, CPS HR delivers breakthrough solutions that help public sector organizations impact the communities they serve. CPS HR has worked with more than 1,200 government and public/non-profit clients throughout the United States and Canada.

Our headquarters are located in Sacramento, California. We have regional offices in **Austin, TX**; Littleton, CO; and Orange County, CA.

Qualifications

Recruitment Experts

CPS HR specializes in the recruitment and selection of key professionals for cities, counties, special districts, and non-profits. Working in partnership with the governing body or selection team, we develop customized search strategies that focus on locating and recruiting qualified candidates who match the agency's unique needs. Our wealth of recruitment experience has been gained through *more than 20 years* of placing top and mid-level executives in public agencies throughout the United States.

- **Seasoned Executive Recruiters.** Our recruiters possess a high level of expertise in recruiting and placing executive-level professionals. Our staff of experts includes an exceptional group of full-time employees as well as a full complement of subject matter experts, intermittent employees, and part-time employees with a variety of public and private sector experience. ***We also have a local recruiter based in Seabrook, Texas.***
- **Detailed Needs Assessments.** We conduct a detailed needs assessment to identify 1) future organizational direction; 2) challenges facing the position; 3) the working style and organizational climate; and 4) required core and job specific competencies as well as personal and professional characteristics.
- **Success Recruiting Non-Job Seeking Talent.** We recognize that the very best candidates for some types of positions may not be looking for a career change, therefore, our recruitment team takes a very aggressive approach to identify and recruit such candidates.
- **Satisfied Clients.** *Our executive search client satisfaction rating averages 4.6 on a scale of 5.* While many companies talk about client satisfaction, how many measure the impact of that through assessing client satisfaction by distributing written surveys and tying the results of these surveys to their performance management system? CPS HR Consulting does. A client satisfaction survey is sent at the end of every engagement requesting feedback on the quality of our staff, deliverables, and the overall consulting relationship.
- **Vast Pool of Public Agency Contacts.** CPS HR maintains a database of candidates and an extensive network of external resources to leverage for executive-level positions. We utilize our vast pool of public and non-profit contacts to deliver a strong list of competitive candidates who will be well prepared to assist you in the accomplishment of your specific mission and goals.
- **Diversity Sensitivity.** CPS HR encourages applicant diversity and incorporates a variety of activities to attract the best available candidates. We have successfully recruited and placed minority and female candidates for a variety of executive-level positions.
- **Retention/Success Rate.** Our success rate is tied to the longevity of the candidates we place, currently more than 91% of our placements are still in their position after two years.

- **Broad Experience with Similar Recruitments.** The following is a listing of executive recruitments conducted for a similar position within the past five years, followed by a list of recent Texas executive recruitments.

Agency	Title	Year Completed
City of Bellaire (TX)	City Manager	Current
City of Santa Fe (TX)	City Manager	Current
City of Cleveland (TX)	City Manager	Current
County of Los Alamos (NM)	County Manager	Current
City of Turlock (CA)	City Manager	Current
County of Imperial (CA)	County Executive Officer	Current
City of Evanston (IL)	City Manager	Current
City of Hercules (CA)	City Manager	Current
City of Nogales (AZ)	City Manager	Current
City of Tucson (AZ)	Assistant City Manager / CFO	2022
City of Dayton (TX)	City Manager	2021
City of Piney Point (TX)	City Administrator	2021
City of Aztec (NM)	City Manager	2021
City of Aurora (CO)	Deputy City Manager	2021
Santa Paula Housing Authority (CA)	Executive Director	2021
City of Dickinson (TX)	City Manager	2021
City of San Leandro (CA)	City Manager	2021
City of Glendale (CA)	City Manager	2021
Columbia Housing Authority (MO)	Chief Executive Officer	2021
Kensington Police Protection & Community Services District (CA)	General Manager	2021
Montana Public Health Institute (MT)	Chief Executive Officer	2021
California Human Development (CA)	Chief Executive	2021
East Bay Regional Park District	General Manager	2021
City of Clayton (CA)	City Manager	2021
City of Marysville (CA)	City Manager	2021
County of Yolo (CA)	Assistant County Administrative Officer	2021
County of Flathead (MT)	County Manager	2021

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City of Salinas (CA)	City Manager	2021
City of Greeley (CO)	Deputy City Manager	2021
Hayward Area Recreation & Park District (CA)	General Manager	2020
City of Reno (NV)	City Manager	2020
Navajo Housing Authority (AZ)	Chief Executive Officer	2020
City of Bozeman (MT)	City Manager	2020
City of Shafter (CA)	City Manager	2020
Alderwood Water & Wastewater District (WA)	General Manager	2020
Carmichael Water District (CA)	General Manager	2020
City of Ontario (CA)	Assistant General Manager	2020
City of Richmond (CA)	City Manager	2019
City of Columbia (MO)	City Manager	2019
Turlock Irrigation District (CA)	General Manager	2019
City of Union City (CA)	City Manager	2019
Desert Healthcare District (CA)	Chief Executive Officer	2019
San Mateo County Harbor District (CA)	General Manager	2019
East Contra Costa Irrigation District (CA)	General Manager	2019
City of Carson (CA)	City Manager	2019
County of Skagit (WA)	County Manager	2019
City of Bell Gardens (CA)	City Manager	2019
Town of Paradise Valley (AZ)	Town Manager	2019
Valley of the Moon Water District (CA)	General Manager	2019
City of East Palo Alto (CA)	City Manager	2019
City of Woodland Park (CO)	City Manager	2018
City of Modesto (CA)	City Manager	2018
Churchill County (NV)	County Manager	2018
Special District Risk Management Authority (CA)	Chief Executive Officer	2018
City of Sacramento (CA)	Assistant City Manager	2018
County of San Luis Obispo (CA)	City Manager	2018
City of Glendale (CA)	City Manager	2018
City of Goodyear (AZ)	City Manager	2018
County of Imperial (CA)	County Executive Officer	2018
Town of Oro Valley (AZ)	Town Manager	2017

Executive Recruitment Services for City Administrator

Town of Los Gatos (CA)	Assistant Town Manager	2017
City of San Marino (CA)	City Manager	2017

A strong understanding of Texas local government.

CPS HR Consulting has conducted several executive recruitments for the cities of Dallas, Austin, Garland, Amarillo, Dickinson, League City, Galveston Island, Piney Point, Missouri City, Arlington, Sugar Land, Victoria, McAllen, and the Counties of Dallas, Harris and Galveston. Additionally, we have master recruitment agreements with the Houston Housing Authority, Employee Retirement Services of Texas, and the Texas Water Development Board.

CPS HR has had the pleasure of working with other Texas agencies on recent projects including: a classification and compensation study for the City of Waxahachie, a total compensation study for Austin Energy and an analysis of the hiring practices for the City of Dallas. We also conducted entry-level and/or promotional public safety testing for the cities of Abilene, Ft. Worth, Irving, Arlington, Grand Prairie, and Denison.

CPS HR performed on-site training for the cities of Waco, Alamo Heights, Irving, Pearland and the Capital Metropolitan Transportation Authority. We also provided several regional supervisory and risk management trainings in the DFW area.

In the areas of Organizational Development, CPS HR Consulting conducted organizational assessments for the City of Austin, HR Audits for the City of Prosper, a policy and procedure review for the City of Del Rio and the Brownsville Public Utility Board. Succession Planning consulting services were performed for the City of Dallas Water Utilities and the Brownsville Public Utility Board. And lastly, we provided Employee Engagement services for the Dallas Area Rapid Transit, the City of San Antonio and the Texas Municipal Retirement System.

TEXAS RECRUITMENTS WITHIN LAST 6 YEARS		
Agency	Title	Year Completed
City of Santa Fe	City Manager	Current
City of Fort Worth	Assistant Director of Human Resources	Current
City of Dallas	Assistant Director of Development Services	Current
City of Bellaire	City Manager	Current
Travis County	Survey Records Manager	Current
Travis County	Engineer – Development Services	Current
City of Fort Worth	City Auditor	Current
City of Grand Prairie	Epic – General Manager	2022
City of Santa Fe	City Engineer	2022
City of Dallas	Water Conservation Manager	2022

*Proposal to the City of Montgomery
Executive Recruitment Services for City Administrator*

Travis County	Senior Engineer – CIP & Public Works	2022
Travis County	Floodplain Project Manager	2022
City of Dickinson	City Secretary	2022
Galveston County	Chief Financial Officer	2022
City of Dallas	Director of Dallas Water Utilities	2022
City of Dickinson	Director of Animal Services	2022
The Woodlands, Texas	Director of Human Resources	2022
Texas Recreation and Park Society (TRAPS)	Executive Director	2022
Employee Retirement System of Texas	Master Contract	Master
Houston Housing Authority	Master Contract	Master
Texas Water Development Board	Master Contract	Master
City of Dayton	City Manager	2021
City of Piney Point Village	City Administrator	2021
Travis County	Public Works Director	2021
City of League City	Fire Chief	2021
City of League City	Finance Director	2021
City of Dickinson	City Manager	2021
City of League City	Director of Human Resources & Civil Service	2021
City of Dallas	Director of Solid Waste	2021
City of Brownsville	Assistant Director - Animal Regulation Care Center	2021
City of League City	Assistant Director of Project Management	2021
City of Missouri City	Director of Development Services	2021
City of Missouri City	Fire Chief	2021
Travis County	Administrative Services Division Director	2020
City of League City	City Auditor	2020
City of Amarillo	Drainage Utility Superintendent	2020
City of Amarillo	Assistant Solid Waste Superintendent-Disposal	2020
Galveston Island Park Board of Trustees	Chief Financial Officer	2020
City of Sugar Land	Intelligent Transportation Systems Manager	2020

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City of Dallas	Chief Information Officer	2020
City of McAllen	Deputy Public Works Director	2020
City of Dallas	Park & Recreation Director	2020
City of Austin	Assistant Director – Customer & Employee Experience	2020
City of McAllen	Finance Director	2019
City of Missouri City	Fire Emergency Manager	2019
City of Austin	Assistant Human Resources Director	2018
City of Missouri City	Chief Financial Officer	2018
City of Dallas	Director of Animal Services	2017
Austin Energy	Employee Development Director	2017
City of Victoria	Director of Development Services	2017
Dallas County	HR Director	2016
City of Garland	Senior Managing Director of Development Services	2016
Travis County	Executive Manager	2016

Approach and Methodology

Key Stakeholder Involvement

The Mayor and Council shall be fully involved in the search for a new City Administrator. Our approach assumes your direct participation in key phases of the search process. At the discretion of the City, other key stakeholders may also be engaged to provide input for the development of the candidate profile.

City's Needs

A critical first step in a successful executive search is for the city to define the professional and personal qualities required of the City Administrator. CPS HR has developed a very effective process that will permit the City to clarify the preferred future direction for the City; the specific challenges the City is likely to face in achieving this future direction; the working style and organizational climate the City Council wishes to establish with the City Administrator; and ultimately, the professional and personal qualities required of the City Administrator.

Commitment to Communication

Throughout the recruitment process, we are strongly committed to keeping you fully informed of our progress. We will collaborate with you to provide updates on the status of the recruitment via your preferred method of communication (phone conference, email, etc.).

We place the highest level of importance on customer service and responding in a timely manner to all client and candidate inquiries. Our previous clients and candidates have expressed a sincere appreciation for our level of service and responsiveness to the management of the recruitment process. As a result, we have many long-term relationships with clients that have led to opportunities to assist them with multiple recruitments.

CPS HR's communication continues once you have selected the new City Administrator. We will contact the Mayor and the newly appointed City Administrator within six months of appointment to ensure an effective transition has occurred.

Aggressive, Proactive, and Robust Recruitment

We take an aggressive approach in identifying and recruiting the best available candidates. There are those candidates who would gladly rise to the professional challenge and apply for this position; however, some of the best candidates are often not actively seeking a new position and may only consider a change once we present them with your opportunity. Evoking the sense of vision and opportunity in qualified persons is among the responsibilities of CPS HR, and we pride ourselves in our efforts to reach the best available potential candidates.

Scope of Work

Our proposed executive search process is designed to provide the City of Montgomery with the full range of services required to ensure the ultimate selection of a new City Administrator uniquely suited to the City’s needs. CPS HR can perform an **Outreach Only/Advertising, Partial Recruitment**, or **Full Recruitment** based on the needs of the city.



Phase I: Our consultant will meet with the City to ascertain the City’s needs and ideal candidate attributes, to target our search efforts, and maximize candidate fit with the City.

Phase II: The recruitment process is tailored to fit the City’s specific wants and needs, with targeted advertising, combined with contacts with qualified individuals from our extensive database.

Phase III: The selection process is customized for the City. CPS HR will work with the City to determine the process best suited to the City of Montgomery.

Below is a breakdown of the services included in each recruitment option followed by the full description of each phase.

Task	Description	Outreach/Ads	Partial	Full
Phase I – Develop Candidate Profile and Recruitment Strategy				
1	Finalize Schedule		X	X
2	Hold Key Stakeholder Meetings	X	X	X
3	Develop Candidate Profile	X	X	X
4	Develop Recruitment Brochure	X	X	X
Phase II – Aggressive, Proactive, and Robust Recruitment				
1	Place Ads	X	X	X
2	Identify and Contact Potential Candidates	X	X	X
3	Review Application Materials		X	X

4	Conduct Screening Interviews		X	X
5	Submit Client Report		X	X
6	Client Meeting to Select Semifinalists		X	X
7	Notify Candidates		X	X
Phase III – Selection				
1	Prepare Assessment			X
2	Schedule Candidates; Coordinate Travel			X
3	Prepare Evaluation manuals			X
4	Facilitate Finalist Selection Process			X
5	Conduct Reference and Background Checks			X
6	Assist in Negotiation (if requested)			X

Phase I - Develop Candidate Profile and Recruitment Strategy

- Task 1 - Review and Finalize Executive Search Process and Schedule**
- Task 2 - Key Stakeholder Meetings**
- Task 3 - Candidate Profile and Recruitment Strategy Development**
- Task 4 – Develop Recruitment Brochure**

The first step in any engagement is a thorough review of the City’s needs, culture and goals; the executive search process; and the schedule. CPS HR is prepared to meet with key stakeholders to obtain input in developing the ideal candidate profile and to assist us in understanding key issues and challenges that will face a new City Administrator. Activities will include:

- Identifying key priorities for the new City Administrator and the conditions and challenges likely to be encountered in achieving these priorities.
- Describing the type of working relationship the City wishes to establish with the City Administrator.
- Generating lists of specific competencies, experiences, and personal attributes needed by the new City Administrator in light of the discussions above.
- Discussing recruitment and selection strategies for the City’s consideration to best produce the intended results.

CPS HR will provide a summary to the City stemming from these activities as an additional source of information for developing the candidate profile and selection criteria.

Following the completion of this engagement activity, CPS HR will work with a professional graphic artist to design a recruitment brochure and present it to the City for review. Please refer to **Appendix A** for a sample brochure. Additional brochure examples are available on our website at www.cpshr.us/search.

<p>Phase II – Aggressive, Proactive, and Robust Recruitment</p> <p>Task 1 – Place Advertisements</p> <p>Task 2 - Identify and Contact Potential Candidates</p> <p>Task 3 – Resume Review and Screening Interviews</p> <p>Task 4 – Mayor and City Council Selects Finalists</p>
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The recruitment process is tailored to fit the City’s specific wants and needs, with targeted advertising, combined with personal contacts with qualified individuals from our extensive database. ***CPS HR prides itself on the active outreach and research performed by the recruiter during the search process to ensure a strong candidate pool for your position.***

CPS HR will prepare, submit for your approval, and publish advertisements on professional and affiliate websites to attract candidates on a nationwide, regional, local or targeted basis based on the recruitment strategy. ***Examples may include:***

Advertising Sources	
<ul style="list-style-type: none"> ● CPS HR Website ● ICMA ● Local Government Hispanic League ● LinkedIn ● National Association of County Managers ● American Society for Public Administration ● Next City ● Texas Municipal League ● Public CEO ● Executive Women in Texas Government ● Strategic Government Resources ● Strategic Partnerships Inc. ● Texas Economic Development Council ● USA Diversity Jobs 	<ul style="list-style-type: none"> ● Houston Chapter of the American Planning Association City’s Website ● National Forum for Black Public Administrators ● Engaging Local Government Leaders ● Women Leading in Government ● Governmentjobs.com ● International Network of Asian Public Managers ● Public Service Careers ● Workforce50 ● Urban Management Assistants of North Texas

As a consulting firm that interacts with hundreds of public sector executives during engagements, we have a cadre of individuals who we inform of recruitments, both to increase the visibility of the opening and to attract appropriate individuals who fit the special needs of our client. Communication with these professionals ensures that an accurate picture of the requirements of the job is apparent and proliferated throughout their professional networks.

CPS HR will prepare an email distribution list containing prospective candidates and referral sources. These individuals will receive a link to the City Administrator brochure along with a personal invitation to contact CPS HR should they have any questions about the position.

CPS HR is focused on reaching a diverse candidate pool and would recommend publications/websites that are targeted to minority and female candidates. In addition to placing ads on websites aimed at minority candidates, we will contact leaders within appropriate associations to gain their insight and referrals of possible candidates.

Within the past three years, more than 57% of our executive level placements have been minority and/or female candidates.

CPS HR maintains a comprehensive, up-to-date database of industry leaders and experienced professionals; however, we do not rely solely upon our current database. We also **conduct extensive research to target candidates with relevant experience specific to your needs and expectations** to ensure that we are thorough in our efforts to market this position to the appropriate audience and to garner a diverse and quality pool of candidates.

We will:

- Convey a strong sense of the purpose and strategy of the City. For many talented individuals, understanding these aspects is one of the key motivators to compete in such an environment.
- Provide guidance and resources to candidates regarding the area's cost of living, mean and median housing prices, higher education opportunities, K-12 education information, and other aspects of interest to those who are considering relocating to the area.
- Actively seek highly qualified candidates who may be attracted by the prospect of collaboration with other departments, providing exceptional leadership to the City or continuing to ensure the public confidence in the integrity of the City.

CPS HR will directly receive and initially screen all resumes. This screening process is specifically designed to assess the personal and professional attributes the City is seeking and will include a thorough review of each candidate's resume, and if applicable, supplemental questionnaire responses and other supporting materials. CPS HR will spend extensive time **personally talking to candidates selected for a preliminary screening interview** to ascertain each candidate's long-term career goals and reasons why the candidate is seeking this opportunity, as well as gaining a solid understanding of the candidate's technical competence and management philosophy. We will gather data on any other unique aspects specific to this recruitment based upon the candidate profile, as well as conduct internet research on each candidate interviewed.

CPS HR will prepare a written report that summarizes the results of the recruitment process. Typically, the report will include **feedback on the top candidates selected for a preliminary screening interview**, a profile on each interviewee's background, along with their resume and supporting documents. CPS HR will meet with the City to review this report and shall provide a grouping of the **top six to eight highly qualified candidates** for further consideration by the City, as well as assist them in selecting a group of finalists for further evaluation.

Phase III – Selection

Task 1 – Design Selection Process

Task 2 – Administer Selection Process

Task 3 – Final Preparation for Appointment

Task 4 – Contract Negotiation (if requested)

CPS HR will design a draft selection process based on information gathered in Phase I. We will meet with the City to review this process and discuss the City's preferred approach in assessing the final candidates. The selection process will typically include an in-depth interview with each candidate but may also include other selection assessments such as an oral presentation, preparation of written materials, and/or problem-solving exercises.

We will coordinate all aspects of the selection process for the City. This includes preparing appropriate materials such as interview questions, evaluation manuals, and other assessment exercises; facilitating the interviews; assisting the City with deliberation of the results; and contacting both successful and unsuccessful candidates.

Following the completion of the selection process, CPS HR will be available to complete the following components:

- **Arrange Follow-up Interviews/Final Assessment Process:** Should the City wish to arrange follow-up interviews and/or conduct a final assessment in order to make a selection, CPS HR will coordinate this effort.
- **Conduct In-Depth Reference Checks:** The in-depth reference checks are a comprehensive 360-degree evaluation process whereby we speak with current and previous supervisors, peers, and direct reports. (It is our policy to not contact current supervisors until a job offer is made, contingent upon that reference being successfully completed, so as not to jeopardize the candidates' current employment situation.) Candidates are requested to provide a minimum of five references. CPS HR is able to ascertain significant, detailed information from reference sources due to our commitment to each individual of confidentiality, which leads to a willingness to have an open and candid discussion and results in the best appointment for the City. A written (anonymous) summary of the reference checks is provided to the City.
- **Conduct Background Checks:** We will arrange for a background check of a candidate's records on driving, criminal and civil court, credit history, education, published news, and other sensitive items. Should any negative or questionable content appear during these checks, CPS HR will have a thorough discussion with the finalist(s) and will present a full picture of the situation to the City for further review.

- Contract Negotiation (if requested):** Successful negotiations are critically important, and we are available to serve as your representative in this process. With our expertise, we can advise you regarding current approaches to various components of an employment package. We can represent your interests with regards to salary, benefits, employment agreements, housing, relocation, and other aspects, with the ultimate goal of securing your chosen candidate.

Timeline

The project team CPS HR has selected is prepared to begin work upon receipt of a fully-executed contractual agreement. All full recruitment activities up to and including the selection of a new City Administrator can be completed in 12 to 14 weeks. Partial recruitments can be completed in 10-12 weeks and Outreach Only projects in 4-6 weeks. The precise schedule will depend on the placement of advertising on the appropriate professional and affiliate websites, and the ability to schedule, as quickly as possible, the initial meeting. A proposed schedule of major milestones is below.

Task Name	Month 1				Month 2				Month 3			
Weeks	1	2	3	4	5	6	7	8	9	10	11	12
Initial Meeting Stakeholder Outreach	➤											
Candidate Profile												
Draft Brochure		➤										
Brochure Approved/ Printed & Place Ads			➤									
Aggressive Recruiting			➤									
Final Filing Date						➤						
Preliminary Screening							➤					
Present Leading Candidates								➤				
Semi-finalist Interviews									➤			
Reference/Background Check										➤		
Finalist Interviews											➤	
Appointment												➤
Weeks	1	2	3	4	5	6	7	8	9	10	11	12

Executive Recruitment Team

CPS HR assembles a strong project team for each client possessing extensive recruiting experience and a direct, in-depth understanding of local government. Your executive recruiter will be Ms. Kylie Wilson. She will be assisted (as needed) by Ms. Fatima Nukic and Ms. Rachael Danke. They will work collectively to fulfill the City's needs in a timely and effective manner. We will not utilize subcontractors for these services. No staff members will be removed or replaced without the prior written concurrence of the City.

Role/Project Assignment	Name	Phone	Email
Local Executive Recruiter	Kylie Wilson	(916) 471-3325	kwilson@cpshr.us
Associate Executive Recruiter	Fatima Nukic	(916) 471-3308	fnukic@cpshr.us
Associate Executive Recruiter	Rachael Danke	(916) 263-1401	rdanke@cpshr.us

Team Biographies

Kylie Wilson, Senior Executive Recruiter (resides in Texas)

Kylie Wilson has over twenty-five years of professional and management experience in the public sector. Ms. Wilson has worked directly with local government organizations and associations, predominately human resources personnel, city management, parks and recreation, project management, employee development, executive recruitment, strategic planning, live training and workshops and other client needs.

Ms. Wilson has conducted numerous executive recruitments for all types of organizations for City Managers/Administrators, General Managers/CEO, Chief Information Officers, Chief Financial Officers, City Auditors, City Clerks, Project Managers, Engineers, Directors for various departments, Housing Policy Directors, along with numerous other manager level positions.

She has worked in several impactful management roles for municipal government entities in Texas to include the City of Baytown, the City of Missouri City, the City of Georgetown, and the City of League City. She also previously worked for Strategic Government Resources (SGR) overseeing member relations, leadership conferences, job board vacancies, and online learning management system (LMS) opportunities.

She has a passion for public service and a strong skill set for being mission driven and results oriented, while always maintaining an optimistic and engaging demeanor. Ms. Wilson also provided management and oversight to key programs, projects and processes by evaluating City operations and making recommendations to improve operational implementation of a strategic plan, to include short-term and long-term goals and objectives, for City operations, and identifying opportunities for improving methods and procedures.

Fatima Nukic, Associate Executive Recruiter

Fatima Nukic has over ten years of professional experience in the public sector. She has assistant on a wide range of recruitments for county, city, special district, and association executives including executive director, city attorney, police chief, human resources director, finance director, health and human services director, risk manager, environmental resources director, to name a few. Ms. Nukic is an action-oriented and results-driven leader who thrives on finding new ways to promote recruitments and finding ideal candidates. She brings an extensive background in promoting, sourcing, and social media marketing to her role as an Associate Executive Recruiter at CPS HR Consulting.

Rachael Danke, Associate Executive Recruiter

Rachael Danke has spent her entire career in the non-profit and public sectors. With over five years of experience in Human Resources, Rachael has assisted multiple agencies throughout the nation with their talent attraction and retention needs. Rachael has experience recruiting for roles such as Chief of Police, Director of Public Works, Director of Human Resources, Executive Director, and other executive roles for Counties, Cities, and Special Districts. She is currently finishing her Master's Degree in Human Resources at Pepperdine University and is excited to continue to attract new talent to the public sector using innovative techniques such as Virtual Career Fairs and talent engagement.

References

Provided below is a partial list of clients we have recently worked with in providing executive recruitment services. We are confident that these public-sector clients will tout our responsiveness and ability to successfully place candidates that were a good fit for their organization's needs.

CLIENT/POSITIONS	CONTACT(S)
City of Dickinson 4403 Highway 3 Dickinson, TX 77539 City Secretary (2022) Director of Animal Services (2022) City Manager (2021)	Kerilyn Bascle, HR Director 281-337-6235 kbascle@ci.dickinson.tx.us
City of League City 300 W Walker St League City, Texas 77573 Director of Finance (2021) Fire Chief (2021) Director of Human Resources & Civil Service (2021) Assistant Director of Project Management (2021) City Auditor (2020)	John Baumgartner, City Manager (281) 554-1414 john.baumgartner@leaguecitytx.gov
City of Dayton 117 Cook Street Dayton, TX 77535 City Manager (2021)	Tammy Alexander, Human Resources Director (936) 641-0100 talexander@daytontx.org
City of Dallas Human Resources Department 1500 Marilla Street, Room 6AN Dallas, TX 75201 Assistant Director - Development Services (Current) Water Conservation Manager (2022) Director of Dallas Water Utilities (2021) Director of Sanitation Services (2021) Chief Information Officer (2020) Dallas Park & Recreation Director (2020)	Drew A. Smith, HR Business Partner (214) 264-3563 drew.smith@dallascityhall.com

Professional Fees and Guarantee

Professional Services

Our professional fixed fee covers all CPS HR services and deliverables associated with **Outreach/Advertising, Partial Recruitment and Full Recruitment** of the recruitment process selected. The fee does not include candidate travel for a full recruitment.

Professional Fixed Fee	
Professional Services for Outreach/Advertising (<i>includes brochure and advertising</i>)	\$7,500
Professional Services for Partial Recruitment	\$19,000
Professional Services for Full Recruitment	\$25,000
Outreach Only Not-to Exceed Total	\$7,500
Partial Recruitment Not-to-Exceed Total	\$19,000
Full Recruitment Not-to-Exceed Total	\$25,000

**Professional fees would be billed and paid monthly for partial and full recruitments. Outreach only projects are billed after recruitment final filing date.*

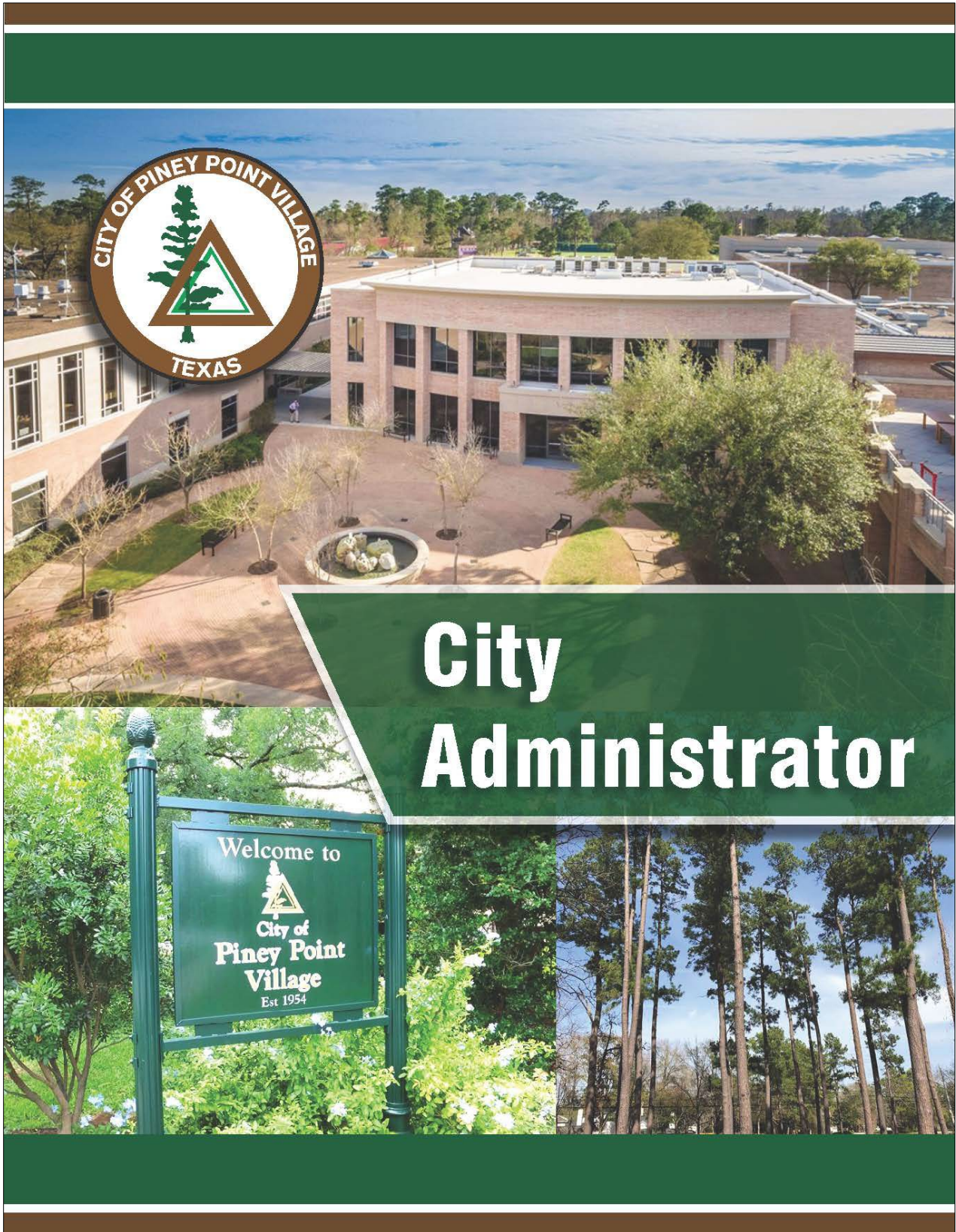
One-Year Placement Guarantee

If the employment of the candidate selected and appointed by the organization as a result of a **full executive recruitment (Phases I, II, and III)** comes to an end before the completion of the first year of service, CPS HR will provide the organization with professional services to appoint a replacement. Professional consulting services will be provided at no cost. The organization would be responsible only for expenses to re-advertise and market the position. **This guarantee does not apply to situations in which the successful candidate is promoted or re-assigned within the organization during the one-year period.** Additionally, should the initial recruitment efforts not result in a successful appointment, CPS HR will extend the aggressive recruiting efforts and screen qualified candidates until an offer is made and accepted. **CPS HR does not provide a guarantee for candidates placed as a result of a partial or outreach only recruitment efforts.**



We thank you for your consideration of our proposal. We are committed to providing high quality and expert solutions and look forward to partnering with the City of Montgomery in this important endeavor.

Appendix A: Sample Brochures



*Proposal to the City of Montgomery
Executive Recruitment Services for City Administrator*



(Pictured left to right: Jonathan Eades (Head of School, The Kinkaid School); Mayor Mark Kobelan (City of Piney Point Village); Raeyn Rogers '14 (Kinkaid Alumna and 2021 Olympic Bronze Medalist - Team USA - 800m Track); Megan Watson (Assistant Coach for Track, The Kinkaid School and 2021 Olympic Coach for Team USA); David Holm (Director of Athletics and Physical Education, The Kinkaid School))

● THE CITY

Piney Point Village, Texas is a quiet, upscale residential community located approximately 10 miles west of downtown Houston. Nestled in the trees off Interstate 10, the city is an idyllic oasis for those who work in the Houston Metro Area but want to raise their family away from the hustle and bustle of big city life while still remaining close enough to enjoy all the benefits. Piney Point Village has a population of approx. 3,300 and covers 2.1 square miles.

Piney Point Village, one of the wealthiest locations in Texas by per capita income, is home to many corporate executives and professional athletes and one of three cities that are part of a larger community known as Memorial Villages, to include Bunker Hill Village and Hunters Creek. The Villages are almost entirely residential and operate autonomously of Houston.

Piney Point Village being in close proximity to Houston puts exciting professional sports, such as Texans football, Astros baseball, and Rockets basketball within easy reach of Piney Point Village residents. Houston is also home to nationally recognized museums, an award-winning zoo and downtown aquarium, professional theater, ballet and opera, the Johnson Space Center, and world-renowned dining opportunities. The nearby Galleria is Houston's most popular retail and tourist destination, spanning 2.4 million square feet of space, housing 350 fine stores and 50 restaurants, a full-size ice rink, two high-rise hotels, and three office towers. For those who enjoy the outdoors, the sandy beaches and warm waters of the Gulf of Mexico are also close by, with Galveston Island only an hour away.

Piney Point Village is a long-time Tree City USA, and the Memorial Villages area offers many family-oriented parks with distinctive upscale amenities, including Memorial Park featuring a three-mile gravel jogging loop, Nottingham Park, with tennis courts, a water park, and disc golf courses, and Terry Hershey Park, running along Buffalo Bayou with cement paths ideal for running and biking. Residents come together throughout the year to celebrate various community events including the popular July 4th Parade, which includes participation by all six villages.

Harris County is home to 80 hospitals, providing Piney Point Village residents ready access to the most comprehensive healthcare available in the country. Nearby Memorial Hermann Texas Medical Center, with 12 hospitals and 5,500 physicians, is the largest non-profit health system in southeast Texas. Also nearby is the M.D. Anderson Cancer Center, home to the world's premier cancer specialists.

Public education is offered by the highly sought-after Spring Branch Independent School District (SBISD), recognized as one of the top public-school districts in the nation. Home to nearly 32,000 students, SBISD consistently ranks among the highest in Texas when it comes to college readiness indicators. Memorial Drive Elementary is located in Piney Point Village, and Spring Branch Middle School and Memorial High School are located in neighboring Hedwig Village. Private education options are also available, including The Kinkaid School and Saint Francis Episcopal Day School located in Piney Point Village, and St. Cecilia School, located in Hedwig Village. The Memorial Villages community is also served by the Spring Branch Memorial Branch of the Harris County Public Library.

A diverse state of higher education opportunities is available in the Houston area. State universities nearby include the University of Houston, Texas Southern University, and South Texas College of Law. Exemplary private universities include Houston Baptist University, Rice University, and the University of St. Thomas. Community colleges include Houston Community College, Lone Star College, and San Jacinto College.

● THE ORGANIZATION

Piney Point Village is a General Law Type A city, but essentially functions as a City Manager/Council form of government. The City Council consists of the Mayor and five City Alderman, all elected at large and serving staggering two-year terms, which are volunteer positions.

The City has seven employees and a \$7.5 million annual budget. The ad valorem tax rate is \$0.255 per \$100 of valuation. Municipal services provided by the City include municipal court, building, planning/development services, sanitation/recycling, and an urban forestry program. Property tax is the City's largest revenue source.

The safety of residents is of utmost importance for Piney Point Village. The shared professional Memorial Villages Police Department and Village Fire Department ensure that children play freely, and residents enjoy walks through the tree-lined streets without worry.

For more information visit:

<http://www.cityofpineypoint.com/page/homepage>

● THE POSITION

Under the direction and appointment of Mayor and City Council, the City Administrator serves as the chief administrative and executive officer for the City, ensuring that City Council directives, goals and policies are implemented and executed by the organization. This position is responsible for planning, directing, managing, and reviewing all functions and operations of the City. The City Administrator provides highly responsible and complex policy advice, recommendations and administrative support to the Mayor and City Council on the financial condition, progress of programs/services, present and future needs of the City, and any matters requiring Council consideration or implementation of policy as deemed necessary.

The Mayor and City Council are seeking a dynamic and innovative "community steward" to serve as their next City Administrator. This highly engaging and inclusive public servant shall strive to ensure that Piney Point Village remains one of the truly elite and uniquely livable communities within the Houston Metro area.

● IDEAL CANDIDATE

The new City Administrator shall be a collaborative, respectful, transparent, and engaging leader, with a strong commitment to the Piney Point community. The ideal candidate must possess exceptional analytical and communication skills to make financially and ethically sound decisions ensuring the City's funding, stability and sustainability for existing and long-term services, facilities and infrastructure needs. This highly collaborative leader shall have strong interpersonal skills to bring credibility to the role and have the ability to quickly establish mutual respect and trust with engaged Mayor and Council, staff, community partners and residents.

The City Council desires a City Administrator with demonstrated finance, accounting and budget skills who is fiscally responsible and recognizes the importance of being entrusted with the use of public funds. Experience overseeing public works and engineering projects is also desirable. The City Council expects the City Administrator to update and maintain the City's website on a regular basis.



● EDUCATION AND EXPERIENCE

A bachelor's degree in Public Administration, Business Administration, or a related field from an accredited college or university is required. A master's degree is preferred. The selected candidate must have 10 or more years of relevant experience in municipal government operations, including three years of executive management and administration experience at the director/department head level or above. Prior experience as a city manager, deputy city manager or assistant city manager with communities of similar quality of life is ideal, but not required.



● COMPENSATION AND BENEFITS

The City offers a competitive salary commensurate with qualifications and experience. Piney Point Village also offers an excellent array of benefits to include auto and cell phone allowance, as well as professional development expenses. The City participates in the Texas Municipal Retirement System (TMRS) at a 5% employee deposit rate with a 2:1 municipal matching ratio. A full range of leave and insurance benefits are also provided.

● APPLICATION PROCESS AND RECRUITMENT SCHEDULE

This recruitment will be open until **Monday, October 4, 2021**. To be considered for this exceptional career opportunity, please submit your resume, cover letter, and six work-related references (who will not be contacted without prior notice). To review more information on the position, and to submit your materials visit: <https://www.cps hr.us/recruitment/1834>.

The City of Piney Point Village is an Equal Opportunity Employer and values diversity in its workforce. Candidates deemed to have the most relevant qualifications will be invited to interview with the City, and a comprehensive background check will be performed on the final selection.

For additional information about this position please contact:

KYLIE WILSON

Senior Executive Recruiter

(916) 471-3325 ■ kwilson@cps hr.us

www.cps hr.us

CPS HR CONSULTING





CITY MANAGER

DAYTON TEXAS



■ THE CITY

Dayton, Texas is a rapidly growing community. With a median age of 34 we have many young families eager for economic growth. A steady growth rate and a proud community spirit means the City of Dayton is not only a great place to raise a family but is looking for highly trained outstanding professionals to take on the task of helping the city grow.

Dayton is a great place to live, work, and play. Located 30 miles east of Houston, Dayton offers the slower pace of a small community, with every amenity offered nearby in the country's 4th largest city, offering a quality of life not easily found in suburbia.

All roads (and railways) lead to Dayton: Four highways converge in Dayton: U.S. Hwy 90, part of the historic Old Spanish Trail Highway system, State Hwy 146, State Hwy 321, and F.M. 1960. Access between the city and the greater Houston area will be even easier beginning in 2022, with the completion of the Grand Parkway (SH-99), a 180-mile third loop around Houston which will pass through the west portion of Dayton. Union Pacific recently expanded their rail car capacity by adding 280 acres of storage space. Two major rail-served business parks are under construction, adding over 1,300 acres of land for industrial growth. From our roots as a processing and shipping point for the area's rice farmers, to our connectivity as a transportation hub for products of all types, Dayton is firmly positioned as a logistics and transportation center, which means jobs and economic stability.

Well-paying jobs and economic stability lead to growing neighborhoods and retail centers which Dayton is already experiencing. River Ranch, a 7,000-acre master-planned development will bring both homes and retail to the area. Phase I is currently underway and will consist of 1,300 homes, and 135 acres of commercial real estate. Other master-planned communities and neighborhoods are being planned.

Dayton is poised to become only the second city in Texas to offer gigabit internet access as a city utility. In 2019, City Council approved moving forward with a city owned fiber network (DayNet) to provide Dayton residents and businesses with fast and reliable internet service. The city expects to roll out this new service in October 2021.

■ GOVERNANCE

Dayton operates as a council-manager form of government with home rule status. The Dayton City Council is comprised of five Council Members, and a Mayoral position elected at-large by place. Council Members and the Mayor are each elected to a term of two years, with elections staggered so that no more than three members are up for election in a particular year.

The City Council appoints two positions: City Manager and the Municipal Judge. The Council contracts with an external firm to provide legal services as the City Attorney.

The City Manager is the chief executive for the city and leads a highly dedicated professional city staff, including a Deputy City Manager who oversees Public Safety and an Assistant City Manager who oversees Development Services respectively.

With over 100 FTE positions, the City of Dayton is composed of the following departments: City Secretary, Human Resources, Development and Planning (includes Building Inspections, Code Services, Planning, Parks, Community Services, and Library), Finance (Includes Budget, Purchasing, and Utility Billing), Information Technology, Municipal Court, Police (includes Animal Control), and Public Works (including Streets, Drainage, and Maintenance).

The city is served by an all-volunteer fire department, with an ISO 2 rating, and contracts Emergency Medical Services. In addition, the city has established a Type B economic development entity, the Dayton Community Development Corporation. The City Manager will be responsible for planning and executing community development and economic development projects in partnership with the DCDC, which is comprised of a city-council appointed board. The City Manager will report to the Mayor and City Council and will have a contractual agreement with the DCDC board related to any current and future economic development activities and projects. The DCDC board is a legislative body that is subject to Council approval.

With an annual operating budget of \$20.3 million, Dayton's conservative approach to its finances has earned an S&P AA- (stable) bond rating and has created a fiscally sound organization. The General Fund is resourced primarily through property taxes and sales taxes.

The City of Dayton has won several awards including the Certified Scenic City, Community of the Year, the Golden Trowel Award, and numerous finance awards.

Additional information about the City of Dayton, including the city's budget, organizational chart and staffing levels are available on the city's website, www.cityofdaytontx.com



■ POSITION OVERVIEW

The City Manager is the Chief Administrative officer for the city and provides administrative oversight to all functions of the City of Dayton. The city owns a very distinct position on who we are as an organization. We provide our residents with the highest quality of life possible. We are committed to making Dayton a wholesome, business-friendly, and dynamic community for our residents. We succeed in the mission by taking pride in our SHINE Principles.

In addition to being ethical, qualified, experienced, and possessing the knowledge, skills, and abilities necessary to perform the essential duties and responsibilities of the role, the City Manager in Dayton must be an effective advocate of the SHINE Principles:

Service - Public service is a badge of honor

Humility - It is a privilege to serve the City of Dayton

Integrity - Transparent, open communication and honesty build trust

Nobility - We are held to a higher standard

Excellence - We get the job done right the first time

Key Areas of Responsibility:

- Appoints, hires, removes directors of departments and appoints, hires, removes directly or through subordinates, other city employees all within the provisions of the City Charter
- Establishes and enforces the city's policies, procedures, ordinances, and regulations
- Confers with public officials and citizen groups to enlist cooperation and explain the city policy, procedures, and actions
- Oversees the construction and maintenance of the city's infrastructure, such as roadways, water and sewer
- Plans and executes community development and economic development projects in the City of Dayton. Prepares the budget annually and submits it to the City Council for adoption and is responsible for its administration after adoption
- Monitors execution of budget during the year and advises the Council of the financial status of the city and its future needs to include preparing an annual report on the finance, administration, services, employee paygrades and merit, and capital improvement activities of the city
- Executes deeds, deeds of trust, easements, releases, contracts, utility franchises and other instruments binding the city to financial agreements and obligations that are consistent with the City Charter, Ordinances and directives; works with new and existing partners to create, negotiate and implement development incentives.
- Communicates, develops, and activates a comprehensive economic development program which utilizes community feedback to establish goals and measure performance. Develops and implements strategies and goals for promotion of Dayton to outside business interests, coordinate economic development recruitment efforts utilizing various Economic Development tools.



*Proposal to the City of Montgomery
Executive Recruitment Services for City Administrator*



■ CHARACTERISTICS OF THE IDEAL CANDIDATE

The new City Manager will need to have the political aptitude and emotional intelligence to effectively lead a high-performing team, have a heart for the community, a passion for public service, and a business-mindset dedicated to the continuous improvement of city services across all sectors of the population.

The successful candidate will be a bridge builder that embraces collaborative partnerships, has exceptional communication skills and a leadership presence, both within the organization and in the community. This dynamic leader must also be a values-based professional that is deeply committed to transparency and will make decisions that are in the best interest of the Dayton employees and the community as a whole.

The ideal candidate for the next City Manager shall have the following core competencies:

- **Politically Astute / Community Collaborator** – Successfully engages with the Mayor and Council, senior management, external stakeholders, and civic leaders; maintains positive, productive community partnerships and collaborations; maintains relationships with other local state, regional and state elected officials and agencies; conducts meetings with prospects, and attends economic development forums.
- **Leadership** – Empowers a diverse and inclusive workforce; creates an environment where ideas are fostered and nurtured; exhibits engaging and approachable behavior; listens attentively to understand the needs, intentions, and values of others.
- **Financial Development / Acumen** – Ensures innovative revenue development strategies; ensures continual adherence to generally accepted accounting principles, and related budget and financial matters; understands and can manage operations within budget constraints; experience with all forms of government finance mechanisms; experience with Hotel Occupancy Tax regulations.
- **Forward-Thinking** – Has patience and perseverance to foster a vision and direction for the city; seeks “best practices” and trends for continued growth and relevance; develops short and long-range plans, strategies, priorities, goals, and objectives.
- **Problem-Solving and Strategic Thinking** – Demonstrates the ability to analyze, interpret and effectively identify and solve problems; makes informed decisions, and successfully addresses complex organizational challenges; provides/implements creative solutions and provides direction by clearly and effectively setting courses of action.
- **Talent Development** – Provides guidance, opportunities and motivation to develop and strengthen knowledge, skills, and competencies to improve employee’s capabilities; exemplifies an authentic and strong character with integrity; sets high expectations; inspires and motivates others; coaches and mentors a high performing team of employees.
- **Adaptable and Manages Change** – Able to adapt to ongoing challenges and capable of shifting direction when necessary; effectively communicates within the organization.
- **Communication Skills** - Exceptional listener; outstanding communicator with exceptional interpersonal, analytical, written, and verbal communication and presentation skills; handles sensitive situations with tact and diplomacy.
- **Results Oriented** – Improves and sustains superior project and program delivery; maintains and builds high-performing teams that hold themselves and staff accountable for their performance; delegates appropriately; optimizes resources; pursues achievable goals and works strategically to achieve them.

■ MINIMUM QUALIFICATIONS

A bachelor's degree in Public Administration or related field is required. Master's degree is preferred. A Minimum 5 years' experience in Public Administration, and at least 3 years of which were in supervision. A combination of education and experience that indicates a level of skill and knowledge necessary to fulfill the duties of this position may be considered in lieu of the education and experience requirements listed above. The selected candidate must live in the City of Dayton or move to the city within 6 months of employment. Economic Development certification (CECd) is desirable.

■ COMPENSATION & BENEFITS

The salary range is **\$180,000 - \$230,000** and is dependent on relevant knowledge and experience of the candidate selected. The City of Dayton offers an excellent benefits package including participation in the Texas Municipal Retirement System. Other benefits include:

- Health, Dental, Vision, Long-Term Disability, and Life Insurance
- Retirement plan through TMRS and ICMA
- Employee Assistance Program
- Paid holidays (12.5 plus your birthday)
- Paid vacation and sick time
- Longevity bonus
- Continuing education and certification opportunities

Candidates deemed to have the most relevant backgrounds will be invited to participate in a preliminary screening interview with the consultant. Those individuals determined to be best suited will be invited to participate further in a formal assessment process. An appointment is anticipated upon the completion of comprehensive reference and background checks.

For additional information about this position please contact:

KYLIE WILSON

Senior Executive Recruiter

(916) 471-3325 ▪ kwilson@cpsshr.us

www.cpsshr.us

CPS HR  **CONSULTING**

■ APPLICATION PROCESS & RECRUITMENT SCHEDULE

To be considered for this exceptional career opportunity, submit your resume, cover letter, and a list of six work-related references (who will not be contacted without prior notice) by **Monday, October 18, 2021**.

Please submit your materials to:

<https://www.cpsshr.us/recruitment/1826> .

