

Joe Bonham, President
Kit Jones, Vice-President
Terry Gaul, Treasurer
Nancie Rain, Secretary



Verge Greenwood, Director
Becky Haas, Director
William Morefield III, Director

RICHMOND

DEVELOPMENT CORPORATION OF RICHMOND

PUBLIC NOTICE OF MEETING

A meeting of the Board of Directors of the Development Corporation of Richmond will be held **via**
Video Conference call
(pursuant to Texas Government Code, Section 551.127)
Time: March 9, 2021 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/97371284815>

Meeting ID: 973 7128 4815

One tap mobile

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on the 9th day of March 2021 commencing at 6:00 p.m. to consider the following:

In compliance with the recommendations of the CDC and other governmental agencies, to limit meetings to less than ten persons to limit the spread of the COVID-19 virus, members of the public will not be permitted to attend the meeting in person. However, members of the public may submit comments to the Development Corporation in any of the following ways: 1) emailing the City Secretary at Iscarlato@richmondtx.gov; 2) delivering written comments to City Hall drop box prior to the meeting; or 3) by notifying the City Secretary in advance that they wish to be contacted by phone at 281-342-5456 option 2 during the meeting in order to make their comments during the comments from the audience for Agenda Items portion of the meeting.

1. Call to Order.



RICHMOND
DEVELOPMENT CORPORATION OF RICHMOND

2. Public Comments. (Public comment is limited to a maximum of 3 minutes per item. No deliberations with DCR Board. Time may not be given to another speaker.)



3. Review and consider taking action on the minutes of the Workshop meeting held on January 27, 2021.



RICHMOND
DEVELOPMENT CORPORATION OF RICHMOND



STATE OF TEXAS

COUNTY OF FORT BEND

CITY OF RICHMOND

The Development Corporation of Richmond convened in a regular meeting open to the public and pursuant to notice thereof duly given in accordance with Section 501.072, Local Government Code, Vernon's Texas Codes, in Richmond City Street Barn at 109 North 8th Street and Via teleconference within said City on January 27, 2021 at 10:00 a.m. Directors in attendance included the following:

Joe Bonham, President
Verge Greenwood, Secretary-Absent
Becky Haas
William B. Morefield, III
Gary Smith, City Attorney
Laura Scarlato, City Secretary

Kit Jones, Vice President
Terry Gaul, Treasurer
Nancie Rain, Secretary
Terri Vela, City Manager
Jerry Jones, Executive Director

President Joe Bonham proceeded to call the meeting to order at 10:07 a.m. via video conference pursuant to Texas Government Code, Section 551.125, as amended, and as modified by the temporary suspension of various provisions thereof effective March 16, 2020, by the Governor of Texas in accordance with the Texas Disaster Act of 1975, all as related to the Governor's proclamation on March 13, 2020, certifying that the COVID-19 pandemic poses an imminent threat of disaster and declaring a state of disaster for all counties in Texas. All members of the public may participate in the meeting via video conference call.

There was a quorum present.

Agenda item 2. Review and make recommendations to the Industry Target Analysis (Strategic) Plan. Any recommendations made that would need action taken will be added to our next scheduled regular meeting.

Executive Director (ED) Jerry Jones led the presentation. ED Jones welcomed everyone and stated the purpose of the workshop was to ensure the direction of the City with regards to development and the community are consistent with his goals.

- ❖ The first topic was on making the City attractive to increase business development. ED Jones stated he has been working with the area colleges and analyzing the workforce. People move to Richmond for a reason with the most attractive reason being the "quality of life" that Richmond provides. Richmond knows its identity, work just needs to be done to reach the businesses that identify with what the City provides. The DCR needs to be

more active on social media so that people feel connected to their neighborhood. It was mentioned that residents that have a Richmond, TX address are adamant that they live in the City of Richmond even though they do not live in the City Limits or ETJ. City Manager Vela brought up the question, how do we capitalize on the businesses and residents that “want and/or think” they live in Richmond but do not. ED Jones indicated that he is conservative with spending and searches for the opportunities that make sense and cents. The different corridors were discussed, Historical Downtown, Jackson & 7th St. as well as Hwy 90A. These are viewed as micro communities. Focus should be on existing business and new business development. Business retention is a must. There is a need to engage with the local Foundations to invest in the community. Engage both No. Richmond and So. Richmond enticing both to do business in the downtown area. ED Jones is joining organizations to meet other business owners in the area. With regard to infrastructure, the City should send one message of uniformity. All signs and banners need to be the same and refreshed on a regular basis as they are the gateway to the City.

Agenda item 3. Review the Downtown Richmond Assessment Report Prepared by the Texas Downtown Association.

ED Jones provided the report discussing the findings of the Texas Downtown Association which was made up of various individuals. It was suggested that the downtown buildings should be designated as Historic structures in order to utilize state and federal funding.

- ❖ The old Fire Station was discussed as a valuable asset with its proximity to the river. There has been lots of interest as of late. The term geofencing was explained which helps in determining geographic areas. It can provide data as to where a person resides based on a person’s phone. Business parks were discussed with examples of Sugar Land and Rosenberg, advantages and disadvantages.
- ❖ Director Kit Jones asked how the City should deal with the businesses in the downtown area that are always closed and have no intention of selling. Legally, ED Jones stated there is nothing that can be done. Various suggestions were made including the beautification of downtown with lighting and pots with plants. However, ED Jones stated that San Francisco imposes a monthly vacancy tax until the business contributes to the tax roll. City Manager Vela stated a conditional use vacancy permit that is issued every year may be something the City discusses.
- ❖ ED Jones stated there is a disconnect between the Planning and Zoning Commission, Business Community and the Economic Development Department. The three need to be cohesive in their efforts, the challenges that were discussed were the building codes and signage possibly being too restrictive. At this time, it was stated that additional staffing is not needed. Again, it was stated the downtown needs to be declared a National Historic District to encourage the investment in incentives. It was stated that

Opportunity Zones are great but additional planning would be needed. The Hotel Occupancy Taxes were mentioned as to where the dollars need to be spent. The Historic Richmond Association was encouraged to increase their dues. ED Jones stated a work plan is in place and that the downtown and the City overall is very clean as opposed to other cities visited.

Agenda item 4. Review and make recommendations to the Downtown Development (Strategic) Plan. Any recommendations made that would need action taken will be added to our next scheduled regular meeting.

- ❖ Future plans were discussed with pocket parks, create a gathering space, and an amphitheater. The benefits of locating the new City Hall on the north side of the tracks and investing in the community further embracing the residents, were reviewed. It would send a clear message that both sides are represented. It was identified that the City is not in the parking business and it should be left up to developers. Possibly share an agreement.

Agenda item 5. Review and consider becoming a Certified Local Government.

- ❖ Certified Local Government (CLG) was introduced, and the need is great however, it takes a large staff. There was a discussion regarding creating a Cultural District. The Certified Local Government application would need to be fast tracked by a qualified consultant. Both the CLG and the Cultural District need to be completed fairly quickly in order to grow the City.

Agenda item 6. Review and consider creating a Cultural District in Downtown Richmond.

- ❖ The Cultural District was discussed earlier in the meeting. ED Jones stated it does not make a difference which is done first, the CLG or the Culture District. The estimated cost for the consultants to prepare the applications could be \$20,000 – 40,000. There was a question as to how the railroad tracks adds value to the City. ED Jones stated the railroad can't be quantified with a value, it is just ingrained in the City and is part of the fabric that defines the City. It was discussed how to take opportunities with the railroad as when Big Boy Steam Engine came through town.

In conclusion, ED Jones stated he is contacting businesses that have approached the City in the past and having conversations to revisit the City for development. Looking for better ways to spend the funds of the Development Corporation with advertising and events. Plans are to begin working on the Certified Local Government process as well as the Culture District. Work will begin on getting the Downtown buildings classified as historical buildings.

There being no further business to come before the Development Corporation of Richmond, President Joe Bonham adjourned the meeting at 12:49 p.m.

APPROVED:

Joe Bonham, President

ATTEST:

Laura Scarlato, City Secretary

4. Review and consider taking action on the minutes of the regular meeting held on February 9, 2021.



RICHMOND
DEVELOPMENT CORPORATION OF RICHMOND



STATE OF TEXAS

COUNTY OF FORT BEND

CITY OF RICHMOND

The Development Corporation of Richmond convened in a regular meeting open to the public and pursuant to notice thereof duly given in accordance with Section 501.072, Local Government Code, Vernon's Texas Codes, in Richmond City Hall Annex within said City on February 9, 2021 at 6:00 p.m. Directors in attendance included the following:

President, Joe Bonham
Secretary, Nancie Rain
Becky Haas
William B. Morefield, III
City Attorney, Gary Smith
City Secretary, Laura Scarlato

Vice President, Kit Jones - **Absent**
Treasurer, Terry Gaul
Verge Greenwood - **Absent**
Terri Vela, City Manager
Executive Director, Jerry Jones

President Joe Bonham proceeded to call the meeting to order at 6:00 p.m. via video conference pursuant to Texas Government Code, Section 551.125, as amended, and as modified by the temporary suspension of various provisions thereof effective March 16, 2020, by the Governor of Texas in accordance with the Texas Disaster Act of 1975, all as related to the Governor's proclamation on March 13, 2020, certifying that the COVID-19 pandemic poses an imminent threat of disaster and declaring a state of disaster for all counties in Texas. All members of the public may participate in the meeting via video conference call.

There was a quorum present.

Agenda item A2, was introduced for public comments. There were no individuals signed up to speak therefore the agenda item was closed.

Agenda item A3, to review and consider taking action on the minutes of the regular meeting held on January 5, 2021. President Bonham asked for changes or discussion regarding the minutes and there were no suggestions or changes. Director Gaul made the motion to approve the minutes for the January 5, 2021 meeting. Director Morefield seconded the motion and the vote was unanimous to approve.

Agenda item A4, consider and take action on recommendations or further considerations from the workshop to review the DCR Strategic Plan and the Downtown Improvement Plan. City Manager City Vela commented the group consensus from the workshop that was held, was to move forward with the Downtown Improvement Plan. The Board indicated they feel comfortable and would like to explore the plan further. Director Gaul stated the plan is ambitious and a good long term plan, fully supports it. Director

Haas stated that she was on the Historical Commission when the study was done in years before and it was not implemented. Director Haas stated the Plan has good ideas and would support moving forward. Director Rain commented she supports the Plan as a guide to moving forward. This was not an action item, discussion only therefore the agenda item was closed.

Agenda item A5, Consider and take action on recommendations for change the verbiage of our Target Industries within our Richmond's Industry Target Analysis from "Oil & Gas" to "Energy". Executive Director Jerry Jones stated the change in the verbiage had been suggested in November 2020 and inquired if the suggestion would still be supported. There was no discussion. Director Nancie Rain made the motion to approve the recommendation for changing the verbiage of the Target Industries section within the Richmond's Industry Target Analysis from "Oil & Gas" to "Energy". Director Gaul seconded the motion and the vote was unanimous to approve.

Agenda item A6. Consider and take action on recommendations for the Retail Coach Initiative. Executive Director Jones presented a power point on what Retail Coach provides as a retail partner. The entity has served 650 communities in 38 states across the US for the past 20 years. Their repeat customers are at 94% with an additional sales tax dollar of \$600 million generated for their clients. Executive Director Jones stated he had previously worked with retail partners that he was not satisfied with; however, he feels comfortable in recommending Retail Coach. The data that is tracked reflects where people shop and analyzes the market. There is a psychographic profile that helps a company determine if they would want to locate in a particular location. They identify the gap analysis and retail prospects. There was a brief discussion with questions from the board. Executive Director Jones stated the cost for the first is \$30,000 and it decreases in the following years. Director Morefield made the motion to enter into a contract with Retail Coach for a 12-month period with Director Rain seconding the motion. The vote was unanimous to approve.

Agenda item A7. Adjourn to Executive Session, as authorized by Texas Government Code, Section 551.087, deliberations regarding commercial or financial information that the DCR has received from a business prospect and/or deliberation regarding the offer of a financial or other incentive to a business prospect.

1. Provide update on the George Foundation MUD 207 and future developments.
2. Provide update on the Innovation Hub at the Myrtle Street site and future developments.

President Joe Bonham adjourned to Executive Session at 6:38 p.m.

The Board reconvened at 7:34 p.m.

There was no action taken during Executive Session.

President Joe Bonham requested items for future agendas. Director Haas requested an update on the DCR website stating the information is out of date and difficult to navigate. Executive Director Jones stated that staff is working on creating a structure of marketing. The marketing plan needs improvement. The current contract expires in the fall and will be working towards a more favorable website. It was noted that City staff does not have access to updating the website. City Manager Vela stated a budget amendment will be coming in the future for the Retail Coach and handrails for the new sidewalks that have been installed.

There being no further business to come before the Development Corporation of Richmond, President Bonham adjourned the meeting at 7:40 p.m.

APPROVED:

Joe Bonham, President

ATTEST:

Laura Scarlato, City Secretary

5. Review Financial Reports through
February 28, 2021.



Interim (Unaudited)
DCR Forecast
As of 01/31/2021

Type	Month	Category	Prior YTD Actuals	Current YTD Actuals	Forecast	Forecast Variance	
Revenue	1 - October	Sales Tax	123,269	137,667	128,712	8,955	
		Other	-	-	417	(417)	
		Interest	723	46	250	(204)	
	1 - October Total			123,992	137,712	129,378	8,334
	2 - November	Sales Tax	146,573	175,982	139,542	36,440	
		Other	-	-	417	(417)	
		Interest	2,244	42	250	(207)	
	2 - November Total			148,818	176,025	140,208	35,816
	3 - December	Sales Tax	144,265	190,801	136,615	54,186	
		Other	-	-	417	(417)	
		Interest	6,041	61	250	(189)	
	3 - December Total			150,306	190,862	137,282	53,580
	4 - January	Sales Tax	121,831	143,081	126,394	16,687	
		Other	-	-	417	(417)	
		Interest	5,947	41	250	(209)	
	4 - January Total			127,778	143,121	127,060	16,061
Revenue Total			550,894	647,721	533,929	113,792	
Expenditure	1 - October	Purchased Services	12,123	26,195	28,371	(2,176)	
		Capital Items/Other	-	-	4,165	(4,165)	
		Non-Departmental	(223)	100,000	12,495	87,505	
		Transfers Out	-	-	75,140	(75,140)	
		Capital Items/Other	-	76,105	158,138	(82,033)	
		Non-Departmental	-	130,000	10,829	119,171	
	1 - October Total			11,901	332,300	289,138	43,162
	2 - November	Supplies	-	1,400	-	1,400	
		Purchased Services	8,778	23,645	28,371	(4,725)	
		Capital Items/Other	-	-	4,165	(4,165)	
		Non-Departmental	109,772	8,900	12,495	(3,595)	
		Transfers Out	-	-	75,140	(75,140)	
		Capital Items/Other	100,000	2,872	158,138	(155,266)	
	Non-Departmental	-	-	10,829	(10,829)		
	2 - November Total			218,550	36,818	289,138	(252,320)
	3 - December	Purchased Services	38,025	17,390	28,371	(10,980)	
		Capital Items/Other	-	-	4,165	(4,165)	
		Non-Departmental	1,224	919	12,495	(11,576)	
		Transfers Out	-	215,338	75,140	140,198	
		Capital Items/Other	555	93,529	158,138	(64,610)	
		Non-Departmental	-	-	10,829	(10,829)	
	3 - December Total			39,803	327,176	289,138	38,038
	4 - January	Supplies	-	47	-	47	
		Purchased Services	53,668	94,313	28,371	65,943	
		Capital Items/Other	-	-	4,165	(4,165)	
		Non-Departmental	-	-	12,495	(12,495)	
Transfers Out		165,109	-	75,140	(75,140)		
Capital Items/Other		1,743	100	158,138	(158,039)		
Non-Departmental	64,347	-	10,829	(10,829)			
4 - January Total			284,866	94,460	289,138	(194,679)	
Expenditure Total			555,121	790,753	1,156,553	(365,799)	
Grand Total			(4,227)	(143,033)	(622,624)	479,591	

BALANCE SHEET

AS OF: JANUARY 31ST, 2021

85 -DEVELOPMENT CORPORATION

ASSETS

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1100	CLAIM ON CASH-DEVELOPMENT CORP	1,640.50
1101	Combined Securities - DCR	4,742,504.65
1105	CASH IN BANK-DEVELOPMENT CORP	369,950.95
1120	DCR WF - Sweep Accrued Interes	2,485.68
1200	INVESTMENTS	0.00
1302	SALES TAX RECEIVABLE	313,649.23
1303	OTHER RECEIVABLE	0.00
1370	ACCOUNTS RECEIVABLE - INVOICED	0.00
1500	PREPAID ASSET	0.00
1501	ACCRUED WORKERS COMP	0.00
1502	ACCRUED EXPENSES	0.00
1610	DUE TO (FROM) GENERAL	0.00
1620	DUE TO (FROM) WATER/SEWER	0.00
1621	DUE TO (FROM) METER	0.00
1622	DUE TO/FROM SURFACE WATER	0.00
1623	DUE TO/FROM RIVER PARK WEST	0.00
1625	DUE TO (FROM) CONSTRUCTION II	0.00
1626	DUE TO (FROM) FIRE SERVICE CAP	0.00
1630	DUE TO (FROM) DEBT SERVICE	0.00
1631	DUE TO (FROM) DEBT 1999 SERIES	0.00
1632	DUE TO/FROM DEBT-99 SERIES II	0.00
1640	DUE TO (FROM) WASTEWATER IMPAC	0.00
1650	DUE TO (FROM) WATER IMPACT	0.00
1660	DUE TO (FROM) PARK IMPROVEMENT	0.00
1665	DUE TO (FROM) STATE FUNDS (NARC	0.00
1666	DUE TO (FROM) FEDERAL FUNDS	0.00
1667	DUE TO (FROM) EQUIPMENT GRANT	0.00
1687	DUE TO/FROM SEED	0.00
1688	DUE TO/FROM WEED	0.00
1689	DUE TO/FROM HIGHER EDUCATION	0.00
1690	DUE TO (FROM) CDBG	0.00
1691	DUE TO/FROM TCLEOSE-FIRE	0.00
1692	DUE TO (FROM) COURT TECHNOLOGY	0.00
1693	DUE TO (FROM) COURT SECURITY	0.00
1696	DUE TO (FROM) TCLEOSE-POLICE	0.00
1697	DUE TO/FROM GEN FIXED ASSETS	0.00
1698	DUE TO/FROM DCR CASH/SWEEP	0.00

TOTAL ASSETS

5,430,231.01

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LIABILITIES

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2000	DEVELOPEMENT CORP ACCT PAYABLE	0.00
2014	RETAINAGE PAYABLE	0.00
2105	DEFERRED REVENUE	0.00
2140	ACCOUNTS PAYABLE	0.00
2199	DUE TO POOLED CASH	0.00

BALANCE SHEET

AS OF: JANUARY 31ST, 2021

85 -DEVELOPMENT CORPORATION

TOTAL LIABILITIES 0.00

FUND BALANCE

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2900	UNAPPROPRIATED SURPLUS	5,573,263.83	
2950	TRANSFER TO I & S	0.00	
2999	BALANCING ENTRY	0.00	
	SURPLUS (DEFICIT)	<u>(143,032.82)</u>	
	TOTAL FUND BALANCE		<u>5,430,231.01</u>

TOTAL LIABILITIES AND FUND BALANCE 5,430,231.01

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END OF REPORT

CITY OF RICHMOND
 REVENUE AND EXPENSE REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2021

85 -DEVELOPMENT CORPORATION
 FINANCIAL SUMMARY

33.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR-TO-DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
ALL REVENUE	<u>1,673,000.00</u>	<u>143,121.29</u>	<u>647,720.58</u>	<u>38.72</u>	<u>1,025,279.42</u>
TOTAL REVENUES	<u>1,673,000.00</u>	<u>143,121.29</u>	<u>647,720.58</u>	<u>38.72</u>	<u>1,025,279.42</u>
<u>EXPENDITURE SUMMARY</u>					
DEVELOPMENT CORP	<u>3,471,046.00</u>	<u>94,459.62</u>	<u>790,753.40</u>	<u>22.78</u>	<u>2,680,292.60</u>
TOTAL EXPENDITURES	<u>3,471,046.00</u>	<u>94,459.62</u>	<u>790,753.40</u>	<u>22.78</u>	<u>2,680,292.60</u>
REVENUE OVER/(UNDER) EXPENDITURES	<u>(1,798,046.00)</u>	<u>48,661.67</u>	<u>(143,032.82)</u>	<u>7.95</u>	<u>(1,655,013.18)</u>

CITY OF RICHMOND
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2021

85 -DEVELOPMENT CORPORATION

33.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR-TO-DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
3015 SALES TAX REVENUE	1,665,000.00	143,080.57	647,530.79	38.89	1,017,469.21
3055 INTEREST INCOME	3,000.00	40.72	189.79	6.33	2,810.21
3060 INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00
3070 OTHER INCOME	<u>5,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,000.00</u>
TOTAL REVENUES	1,673,000.00	143,121.29	647,720.58	38.72	1,025,279.42

CITY OF RICHMOND
 REVENUE AND EXPENSE REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2021

85 -DEVELOPMENT CORPORATION

33.33% OF FISCAL YEAR

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR-TO-DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>DEVELOPMENT CORP</u>					
5400-40650 TRAVEL AND TRAINING	13,055.00	0.00	0.00	0.00	13,055.00
5400-40750 OFFICE SUPPLIES	0.00	46.93	1,446.91	0.00	(1,446.91)
5400-40800 POSTAGE	0.00	0.00	0.00	0.00	0.00
5400-41650 PERIODICALS AND MEMBERSHIPS	18,000.00	0.00	9,750.00	54.17	8,250.00
5400-42000 BUILDING REPAIR AND MAINTENANC	0.00	0.00	0.00	0.00	0.00
5400-42200 LEGAL AND PROFESSIONAL FEES	0.00	0.00	0.00	0.00	0.00
5400-42250 CONTRACTED SERVICES	176,508.00	90,970.92	115,066.70	65.19	61,441.30
5400-42500 ADVERTISING	110,479.00	3,342.20	36,727.19	33.24	73,751.81
5400-42800 TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
5400-42840 DECREASE IN FMV OF INVESTMENTS	0.00	0.00	0.00	0.00	0.00
5400-42850 MISCELLANEOUS EXPENSE	22,540.00	0.00	0.00	0.00	22,540.00
5400-42870 DONATIONS	0.00	0.00	0.00	0.00	0.00
5400-42900 CAPITAL OUTLAY	50,000.00	0.00	0.00	0.00	50,000.00
5400-43000 BOND REDEMPTION	0.00	0.00	0.00	0.00	0.00
5400-43050 INTEREST EXPENSE	0.00	0.00	0.00	0.00	0.00
5400-43100 AGENCY FEES	0.00	0.00	0.00	0.00	0.00
5400-43150 TRANSER TO OTHER FUNDS	253,988.00	0.00	63,497.00	25.00	190,491.00
5400-43400 CITY OF RICHMOND REIMB ALLOC	648,056.00	0.00	151,840.96	23.43	496,215.04
5400-43500 RICHMOND HISTORIC DISTRICT	50,000.00	0.00	9,818.73	19.64	40,181.27
5400-43505 GATEWAY/WAYFINDING INVESTMENTS	0.00	0.00	0.00	0.00	0.00
5400-43511 PUBLIC TRANSPORTATION	75,000.00	0.00	75,000.00	100.00	0.00
5400-43521 WAYSIDE HORNS	1,072,000.00	0.00	94,633.98	8.83	977,366.02
5400-43525 TX DOT - 359 OVERPASS	0.00	0.00	0.00	0.00	0.00
5400-43530 TSTC COMMITMENT	100,000.00	0.00	100,000.00	100.00	0.00
5400-43535 LAMAR STREET EXTENSION	0.00	0.00	0.00	0.00	0.00
5400-43536 N. 10TH ST ROW ACQUISITION	300,000.00	99.57	99.57	0.03	299,900.43
5400-43537 WESSENDORFF PARK	0.00	0.00	0.00	0.00	0.00
5400-43538 DOWNTOWN IMPROVEMENT GRANT	75,000.00	0.00	0.00	0.00	75,000.00
5400-43539 2ND ST FARMERS MARKET PAVILION	0.00	0.00	0.00	0.00	0.00
5400-43540 DOWNTOWN DRAINAGE IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
5400-43541 WATER TOWER LIGHTING PROJECT	0.00	0.00	0.00	0.00	0.00
5400-43542 MYRTLE STREET PROJECT	351,420.00	0.00	2,872.36	0.82	348,547.64
5400-43543 SIGNAGE GRANT PROJECT	25,000.00	0.00	0.00	0.00	25,000.00
5400-44251 SALES TAX INCENTIVE AGREEMENTS	130,000.00	0.00	130,000.00	100.00	0.00
TOTAL DEVELOPMENT CORP	3,471,046.00	94,459.62	790,753.40	22.78	2,680,292.60
<hr/>					
TOTAL EXPENDITURES	3,471,046.00	94,459.62	790,753.40	22.78	2,680,292.60

*** END OF REPORT ***

Development Corporation of Richmond
 Capital Project Detail
 as of January 31, 2021

	Original Project Budget	Prior Expenditures	Current Project Budget	Encumbrances	FY2021 Expenditures	Remaining Budget	Total Project Commitments
Wayside Horns Phase II	\$ 1,100,000.00	\$ 37,472.42	\$ 1,072,000.00	\$ 311,544.00	\$ 94,633.98	\$ 665,822.02	\$ 443,650.40
N. 10th St. ROW (Thompson)	\$ 300,000.00	\$ -	\$ 300,000.00	\$ -	\$ -	\$ 300,000.00	\$ -
Downtown Improvement Grant	\$ 75,000.00	\$ 25,000.00	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00	\$ 25,000.00
Myrtle Street Renovation	\$ 357,420.00	\$ 100,763.48	\$ 351,420.00	\$ 6,150.00	\$ 2,872.36	\$ 342,397.64	\$ 109,785.84
Signage Grant Program	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	\$ -
	<u>\$ 1,857,420.00</u>	<u>\$ 163,235.90</u>	<u>\$ 1,823,420.00</u>	<u>\$ 317,694.00</u>	<u>\$ 97,506.34</u>	<u>\$ 1,408,219.66</u>	<u>\$ 578,436.24</u>

Footnotes

1. Farmers Market Pavillion project not budgeted in current year. Not shown on project list.
2. Water Tower Bridge lighting project completed in the previous year. Not shown on project list.

DEVELOPMENT CORPORATION OF RICHMOND
SALES TAX REVENUE

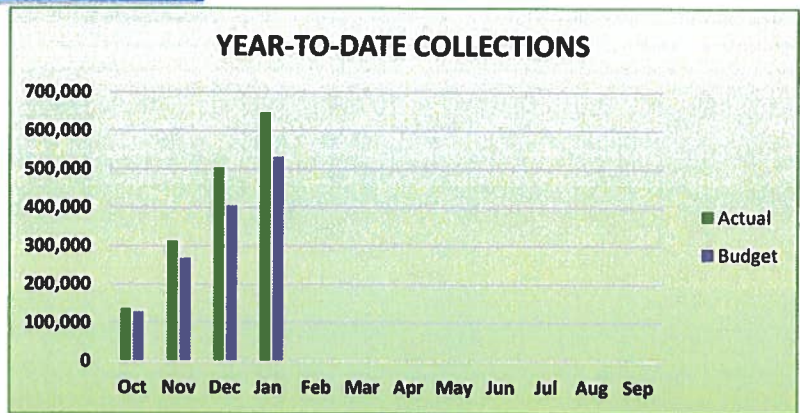
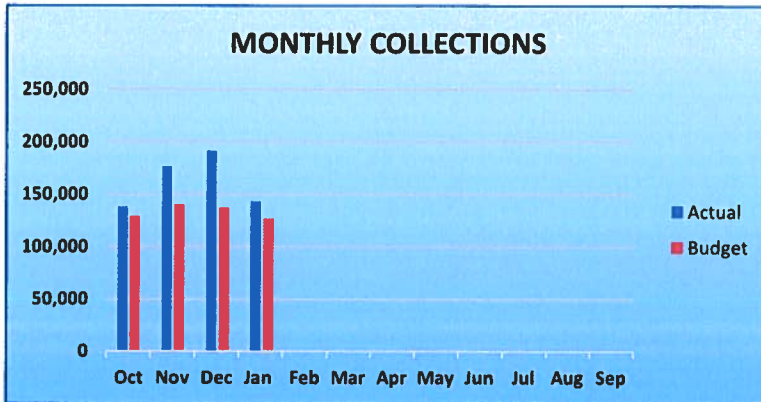
GROSS (Includes City & SPAs)		DCR ALLOCATION <i>Actual Income</i>		DCR BUDGET <i>Budgeted Income</i>		Year-to-Date Target to Budget 100% = Budget
Prior Year %		Monthly	Total Received Year-to-Date	Monthly	Total Budget Year-to-Date	
Total Received	Increase (Decrease) Month to Month					

Fiscal Year 2020

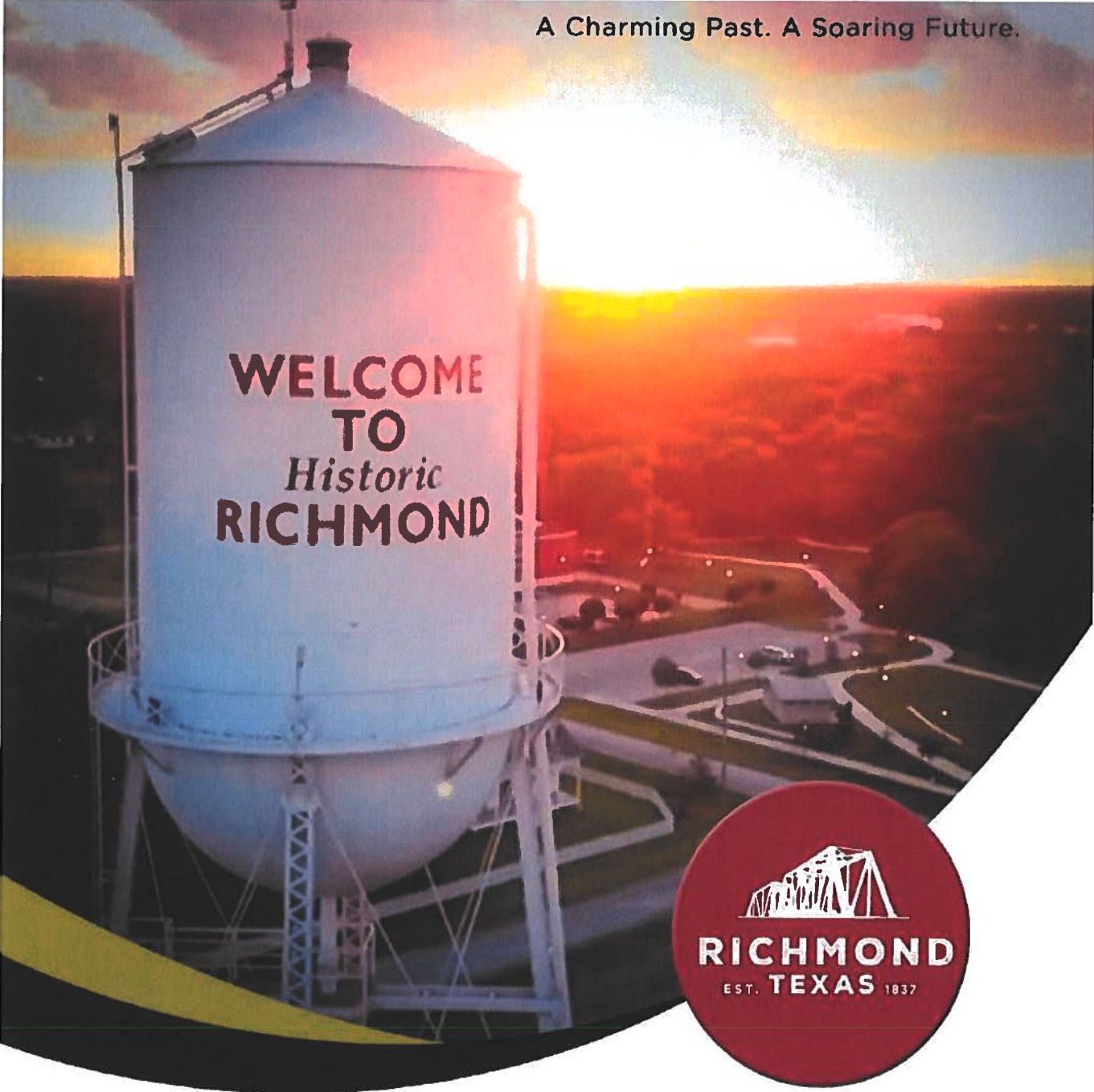
Oct	543,165	6%	123,269	123,269	107,057	107,057	115.14%
Nov	631,586	20%	146,573	269,842	125,944	233,001	115.81%
Dec	624,289	10%	144,265	414,107	130,004	363,005	114.08%
Jan	533,734	20%	121,831	535,938	110,329	473,334	113.23%
Feb	710,813	14%	165,191	701,129	131,644	604,978	115.89%
Mar	536,909	16%	123,108	824,237	115,128	720,106	114.46%
Apr	551,969	5%	125,909	950,147	113,972	834,078	113.92%
May	643,006	11%	146,936	1,097,083	139,819	973,897	112.65%
Jun	571,790	-3%	130,780	1,227,863	137,767	1,111,664	110.45%
Jul	581,742	11%	130,921	1,358,784	123,964	1,235,628	109.97%
Aug	707,921	20%	162,091	1,520,875	135,334	1,370,962	110.93%
Sep	599,259	5%	138,036	1,658,911	138,537	1,509,499	109.90%

Fiscal Year 2021

Oct	605,058	11%	137,667	137,667	128,712	128,712	106.96%
Nov	761,170	21%	175,982	313,649	139,542	268,254	116.92%
Dec	819,687	31%	190,801	504,450	136,615	404,869	124.60%
Jan	625,390	17%	143,081	647,531	126,394	531,263	121.89%
Feb	0		0		163,136	694,399	
Mar	0		0		118,084	812,483	
Apr	0		0		133,946	946,429	
May	0		0		147,762	1,094,191	
Jun	0		0		135,815	1,230,006	
Jul	0		0		135,173	1,365,179	
Aug	0		0		157,655	1,522,834	
Sep	0		0		142,166	1,665,000	



A Charming Past. A Soaring Future.



CITY OF RICHMOND, TEXAS
Monthly Sales Tax Analysis
For the period ending
January 31, 2021



FY2021

Sales Tax Analysis

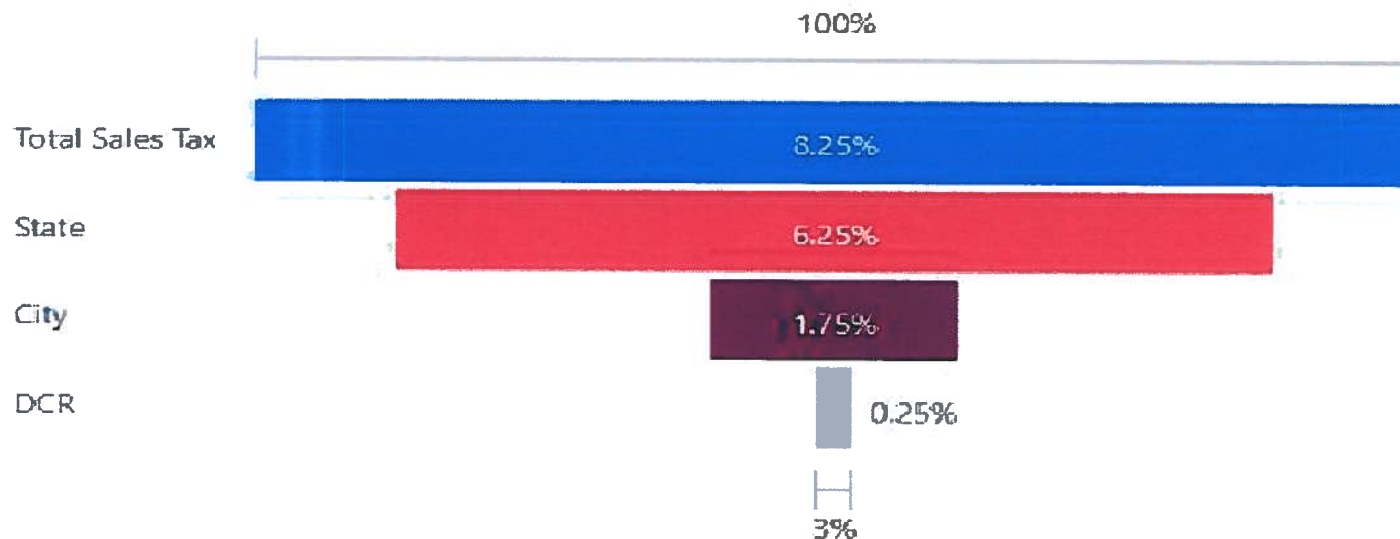
Executive Summary

Sales tax is one of the most important revenue streams for the City, but it's also highly volatile and subject to risk. This analysis is intended to highlight the City's sales tax collections in comparison to its expected performance, which is the amount of revenue received compared to the budget.

In Texas, the State Comptroller's Office receives sales tax two months before it is remitted to the City, as a result there is a two-month timing difference between the State collection of revenue and the revenue sent to the City. This report covers sales tax payments received by the City from the Texas Comptroller's Office in the month of **January**, which reflects sales tax collections for the month of **November**.

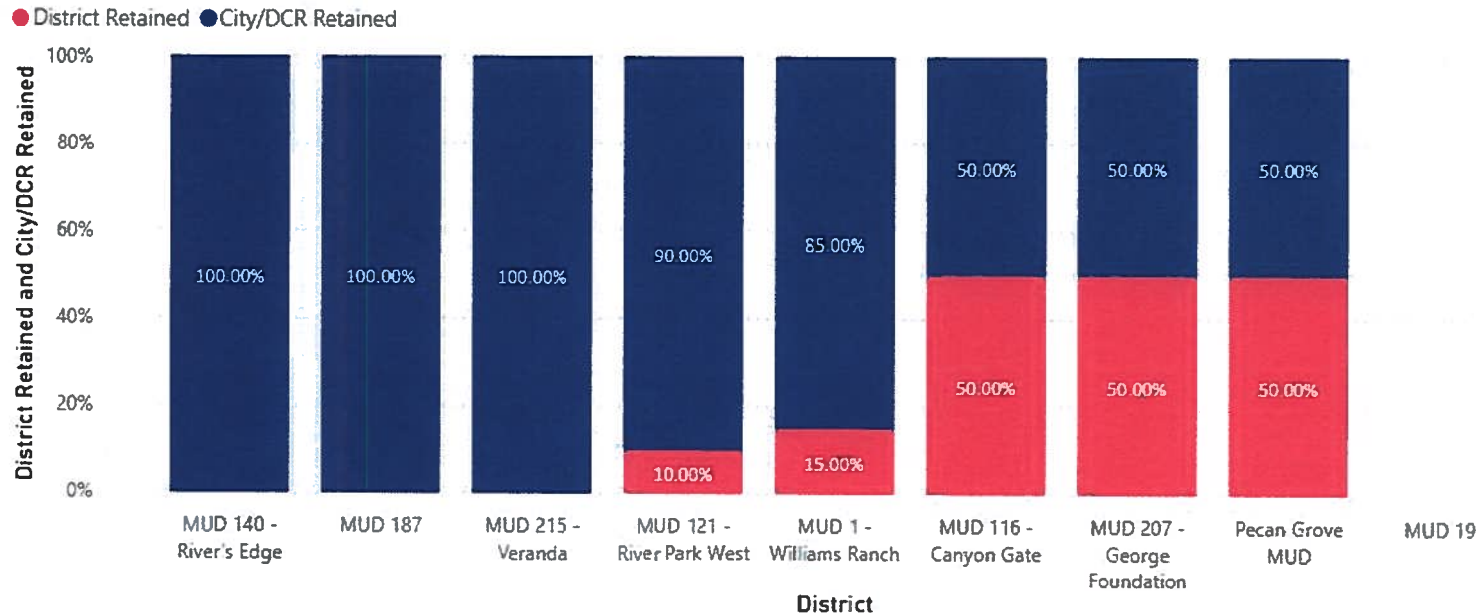
The total sales tax rate within Richmond is 8.25%, of that total, 6.25% is collected and retained by the Texas Comptroller's office, and the remaining 2% is remitted to the City. Consistent with the comprehensive master plan, the City has entered into several strategic partnership agreements (SPAs) that allow for limited purpose annexation and the collection of sales tax within certain municipal utility districts (MUDs). While the City receives 100% of the sales tax collected within the City, these strategic partnership agreements provide for, in most cases, some sharing of the sales tax revenue (between the City and MUDs). As a result of these agreements, after the City remits the MUDs proportional share of its sales tax, the City then remits 25% of the remaining sales tax to the Development Corporation and retains 75% in the General Fund.

State Sales Tax Allocation



Sales Tax Analysis

District Sales Tax Allocation



Key Statistics

Net Sales Tax Payment

- January Collection:
 - Total Net Collections: \$625,390
 - One-Time Positive Audit Adjustment: \$3,298
 - Outlook: Positive

City Sales Tax

- January Collection:
 - Total Net Collections are \$429,242
- January Compared to Budget:
 - Current month: 4.71%
 - Average Year to date: 12.74%



Sales Tax Analysis

Summary of Performance

Quarter Label	Net Payment	SPA Collections	City Retained SPA	Gross City Collections	MUD Expense SPA	City Retained	Budget Amount	DCR Retained
Q1								
1 - October	605,058	113,297	58,907	467,391	-54,390	413,000	417,444	137,667
2 - November	761,170	118,749	61,508	585,188	-57,240	527,947	452,569	175,982
3 - December	819,687	117,471	60,988	628,886	-56,483	572,403	443,077	190,801
Total	2,185,914	349,517	181,403	1,681,464	-168,114	1,513,351	1,313,089	504,450
Q2								
4 - January	625,390	110,220	57,152	482,310	-53,068	429,242	409,926	143,081
Total	625,390	110,220	57,152	482,310	-53,068	429,242	409,926	143,081
Total	2,811,305	459,737	238,555	2,163,774	-221,181	1,942,592	1,723,016	647,531

City Sales Tax

Quarter Label	Prior Year Net Payment	Net Payment	YoY Net % Chg	Prior Year City Retained	City Retained	YoY City % Chg	Budget Amount	Actual / Budget (\$)	Actual / Budget (%)
Q1									
1 - October	543,165	605,058	11.39%	369,807	413,000	11.68%	417,444	-4,443	-1.06%
2 - November	631,586	761,170	20.52%	439,720	527,947	20.06%	452,569	75,379	16.66%
3 - December	624,289	819,687	31.30%	432,794	572,403	32.26%	443,077	129,326	29.19%
Total	1,799,040	2,185,914	21.50%	1,242,321	1,513,351	21.82%	1,313,089	200,261	15.25%
Q2									
4 - January	533,734	625,390	17.17%	365,494	429,242	17.44%	409,926	19,315	4.71%
Total	533,734	625,390	17.17%	365,494	429,242	17.44%	409,926	19,315	4.71%
Total	2,332,774	2,811,305	20.51%	1,607,815	1,942,592	20.82%	1,723,016	219,577	12.74%

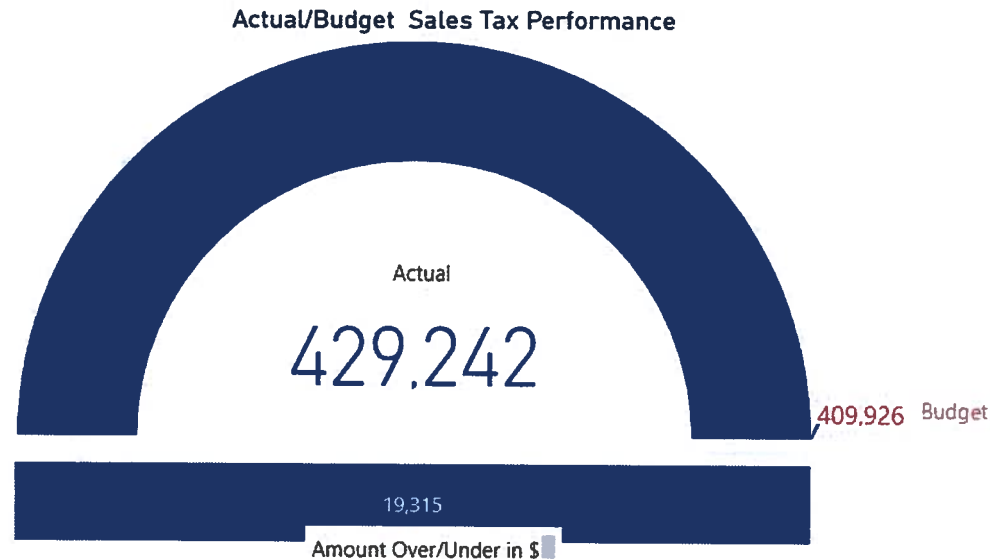
Sales Tax Analysis

DCR Sales Tax

Quarter Label	Prior Year Net Payment	Net Payment	YoY Net % Chg	DCR Prior Retained	DCR Retained	YoY DCR % Chg	DCR Budget	DCR Act/Bud (\$)	DCR Act/Bud (%)
Q1									
1 - October	543,165	605,058	11.39%	123,269	137,667	11.68%	128,712	8,955	6.50%
2 - November	631,586	761,170	20.52%	146,573	175,982	20.06%	139,542	36,440	20.71%
3 - December	624,289	819,687	31.30%	144,265	190,801	32.26%	136,615	54,186	28.40%
Total	1,799,040	2,185,914	21.50%	414,107	504,450	21.82%	404,869	99,581	19.74%
Q2									
4 - January	533,734	625,390	17.17%	121,831	143,081	17.44%	126,394	16,687	11.66%
Total	533,734	625,390	17.17%	121,831	143,081	17.44%	126,394	16,687	11.66%
Total	2,332,774	2,811,305	20.51%	535,938	647,531	20.82%	531,263	116,268	17.96%

City Current Month at a Glance

The graphs below indicate that City sales tax collections are \$429,242 in January, compared to the budget allocation of \$409,926. The total collections are over budget by \$19,315, which is 4.71% higher than expected. This month a one-time positive audit adjustment in the amount \$3,297.92 was received.

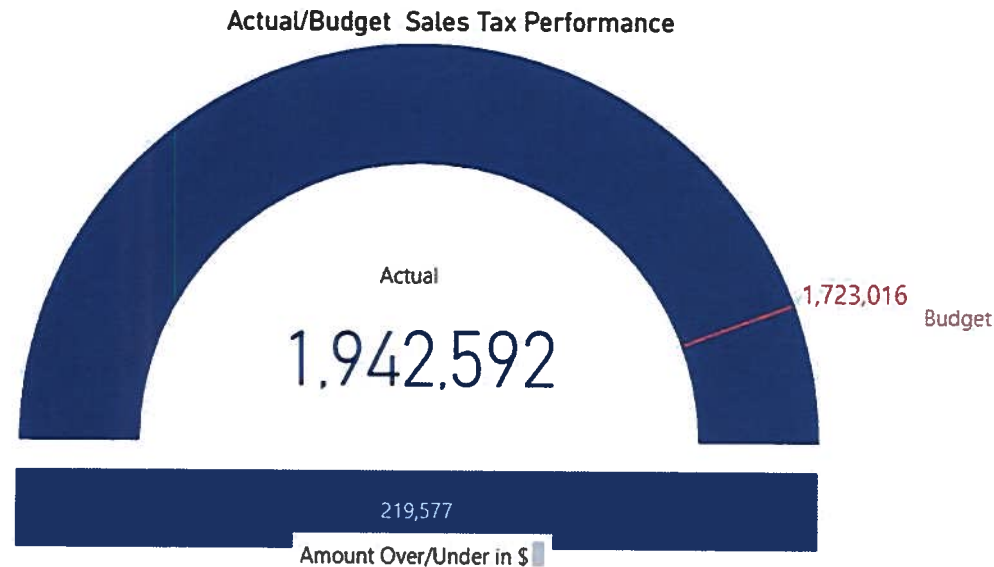


Sales Tax Analysis

City Year-to-Date at a Glance

The graphs below indicate that total sales tax collections are \$1,942,592 for the fiscal year, compared to the budgeted sales tax of \$1,723,016. January is the fourth month in the 2021 fiscal year, therefore collections will continue to increase with the passing of each subsequent month.

The City will accumulate and monitor any excess sales tax revenue and will recognize any actual gains at the end of the year once all revenues have been received. This approach helps minimize the month to month volatility of collections.



Sales Tax Analysis

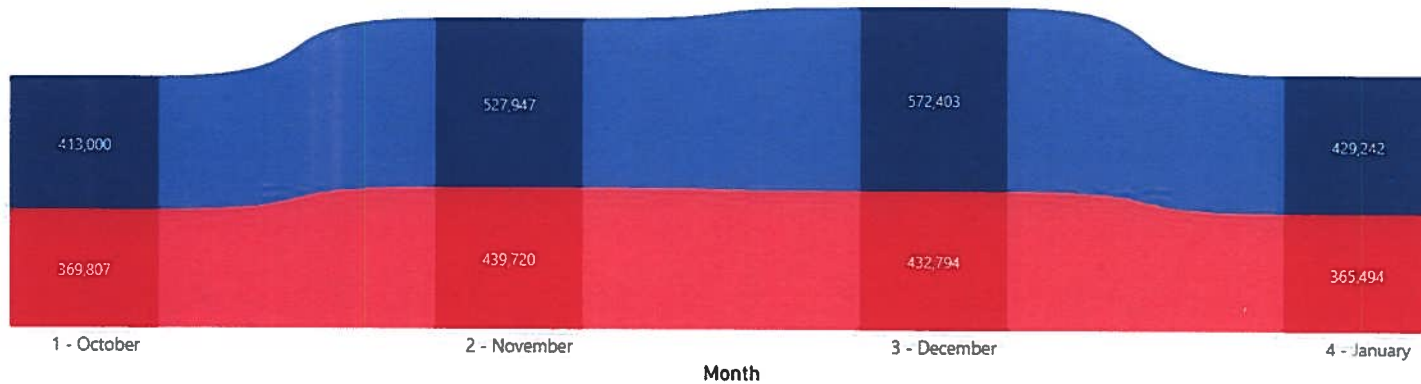
City Historical Performance

YOY Sales Tax Performance

● Prior Year City Retained ● City Retained

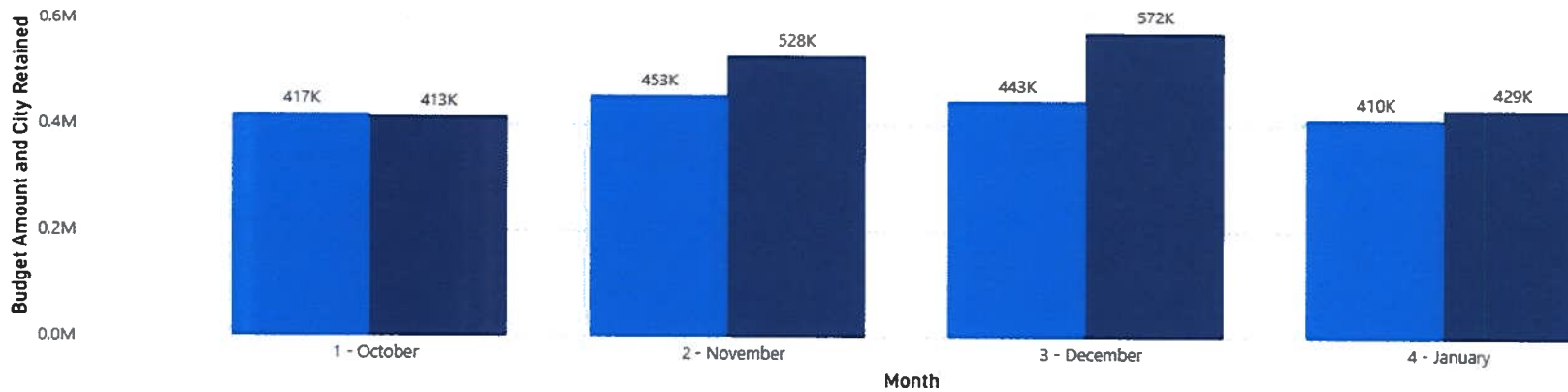
10/1/2020

1/31/2021



Actual/Budget Sales Tax Performance

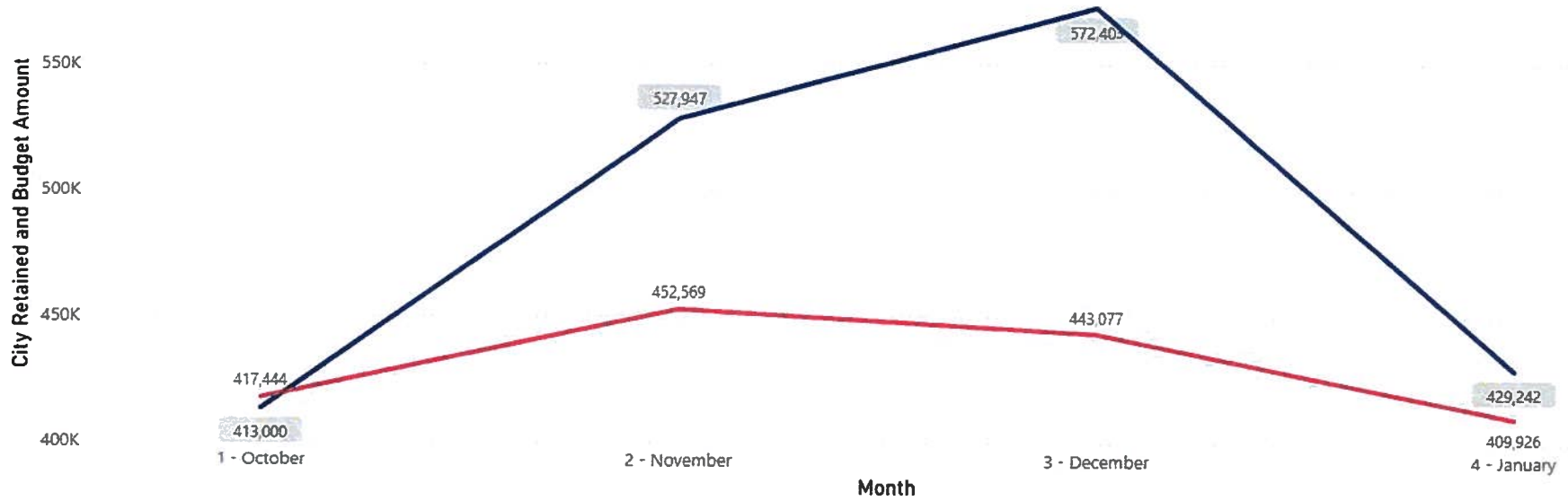
● Budget Amount ● City Retained



Sales Tax Analysis

Sales Tax Performance Actual to Budget

● City Retained ● Budget Amount

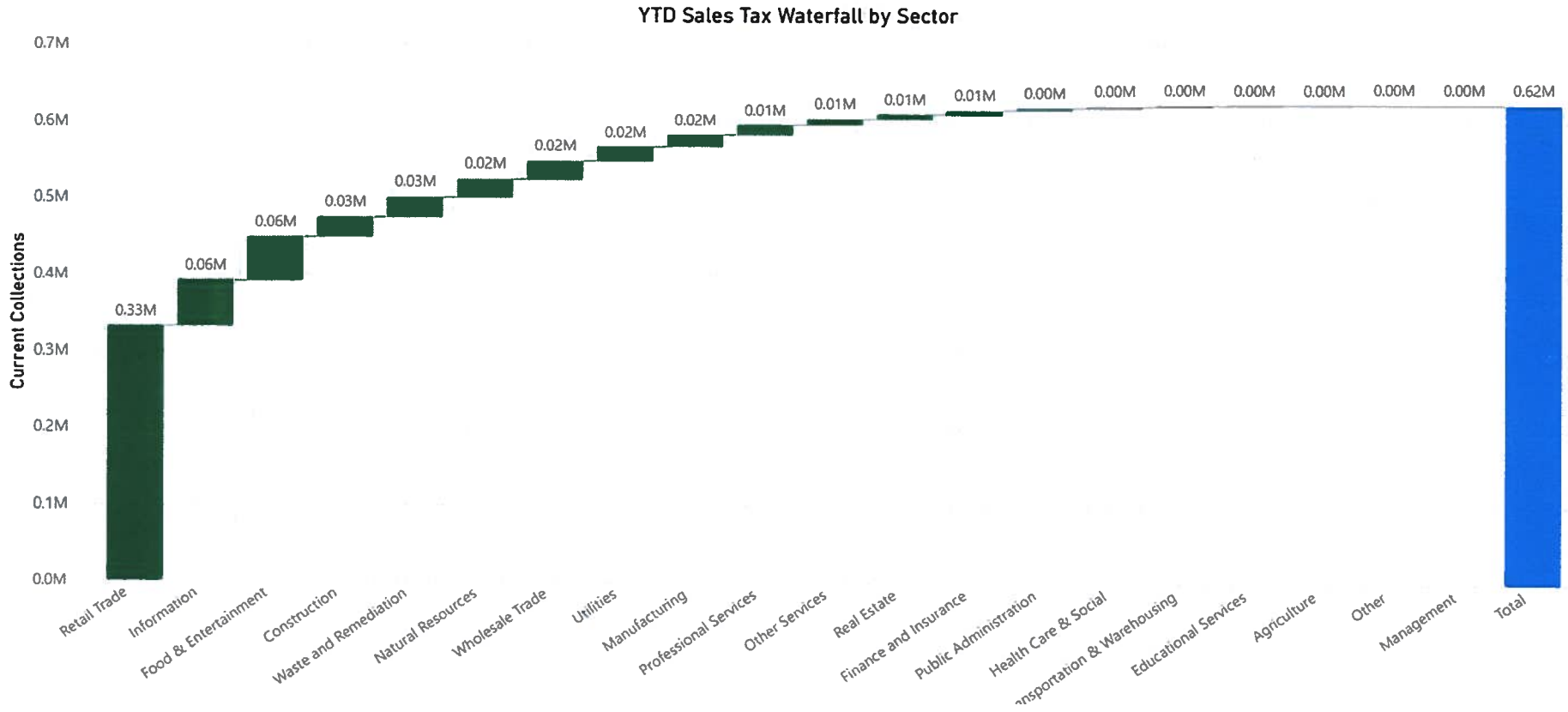


Sales Tax Analysis

Monthly Payment Allocation by Sector

This chart shows the makeup of this month's net payment by sector.

For a monthly comparison to last year by sector, please see the written analysis below the chart.



Sales Tax Analysis

Monthly Analysis Compared to Prior Year

The Retail Trade and Food & Entertainment Sectors are the primary industry sectors for the City and combined make up approximately 55% of the total collections. The sectors described in this analysis below make-up approximately 90% of the total collections for the City.

Retail: The Retail sector increased by 20.63% when compared to the same period in the prior year. The increase is the result of timing and better performance year-over-year in the Clothing and Non-store subsectors. Most of the increase in this sector appears to be driven by online retail collections.

Food & Entertainment: The Food & Entertainment sector Increased by 16.63% when compared to the same period in the prior year. The Restaurant and Food Services subsector was responsible for most of the increase, and same store collections were primarily the driver of the increase.

Information: The Information sector increased by 21.32% when compared to the same period in the prior year. The increase is primarily in the Telecommunications subsector where there has been continued volatility throughout the year because of timing.

Natural Resources: The Natural Resources sector increased by 75.87% when compared to the same period in the prior year. The increase in this sector is the result of an industry closely tied to Construction. Collections in this sector should be treated as one-time collections due to the volatility of the subsectors' collections.

Professional Services: The Professional Services sector increased by 7.83% when compared to the same period in the prior year. The increase in collections is related to service-related businesses online.

Utilities: The Utility sector increased by 25.94% when compared to the same period in the prior year.

Wholesale Trade: The Wholesale Trade sector increased 25.36% when compared to the same period in the prior year. The sector has come back in line with expectations as staff continues to monitor it for one-time type collections.

Waste & Remediation: The Waste & Remediation sector increased by 9.14% when compared to the same period in the prior year. The increase in collections occurred primarily in the Administrative & Support Services subsector.

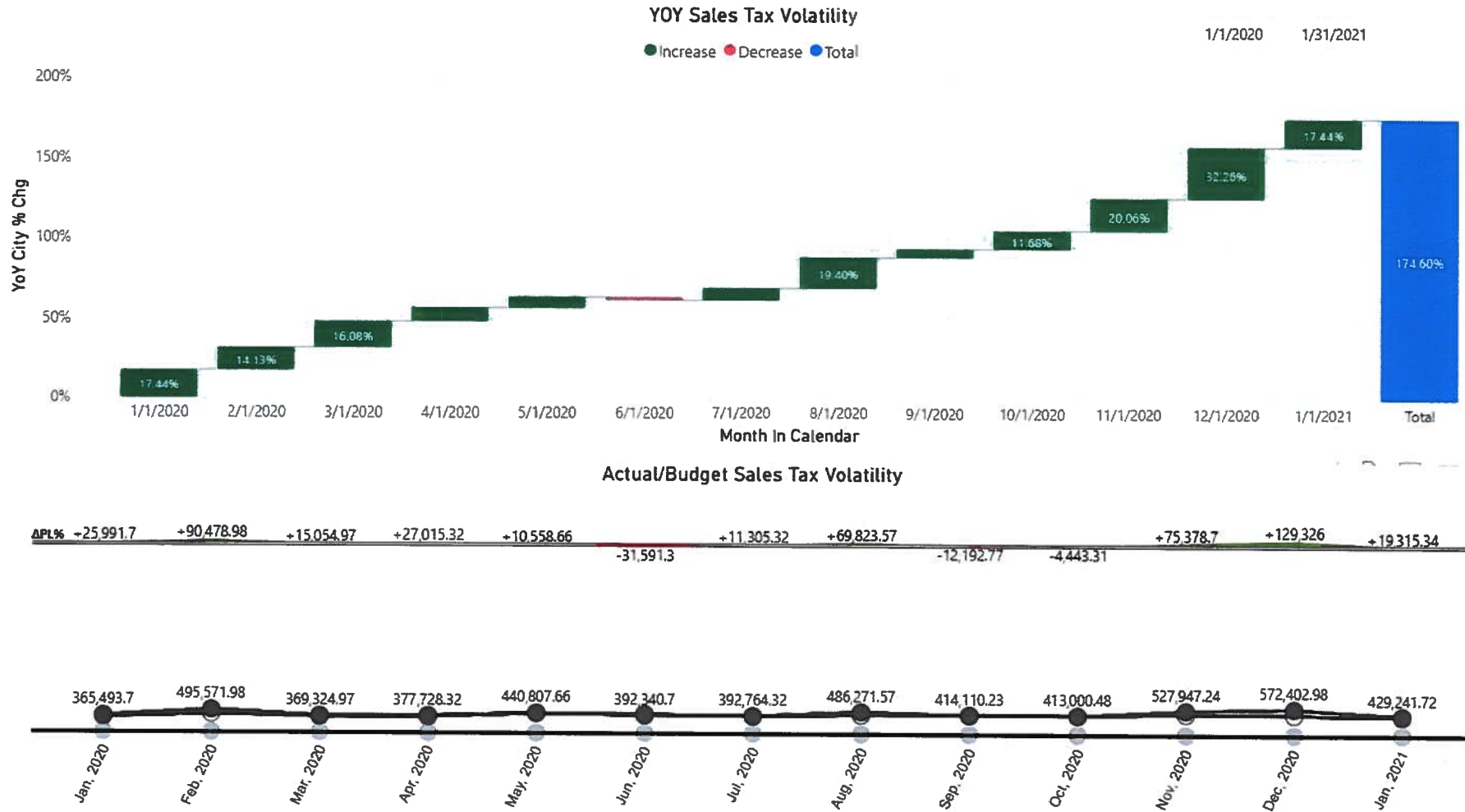
Manufacturing: The Manufacturing sector decreased by 41.42% when compared to the same period in the prior year. The decrease in collections occurred primarily in the Plastic & Rubber subsectors, as a result of one-time collections in the prior year.

* The collections by sector information is directly from the Confidentiality Report received from the Texas Comptroller's Office. The numbers reflected in the Confidentiality Report are unadjusted and will not match the Net Collections that the Comptroller publishes. The Net Collections published publicly include all tax payers, whereas the Confidentiality Report only includes tax payers that annually remit more than \$5,000, and does not include the other adjustments made to the Net Allocation. In order to remain confidential only the aggregate data by sector, and subsector can be reported.

THE INFORMATION PROVIDED TO THE CITY IS CONFIDENTIAL. It is not open to public inspection. A city may use the information only for the purpose of economic forecasting (Tex. Tax Code 321.3022(c)). Unauthorized distribution of confidential information is punishable by 6 months in jail and a \$1,000 fine (Tex. Govt Code sec. 552.352). As a result staff cannot answer specific questions about companies included within the aggregate sales tax number in this report.

Sales Tax Analysis

Monthly Sales Tax Volatility

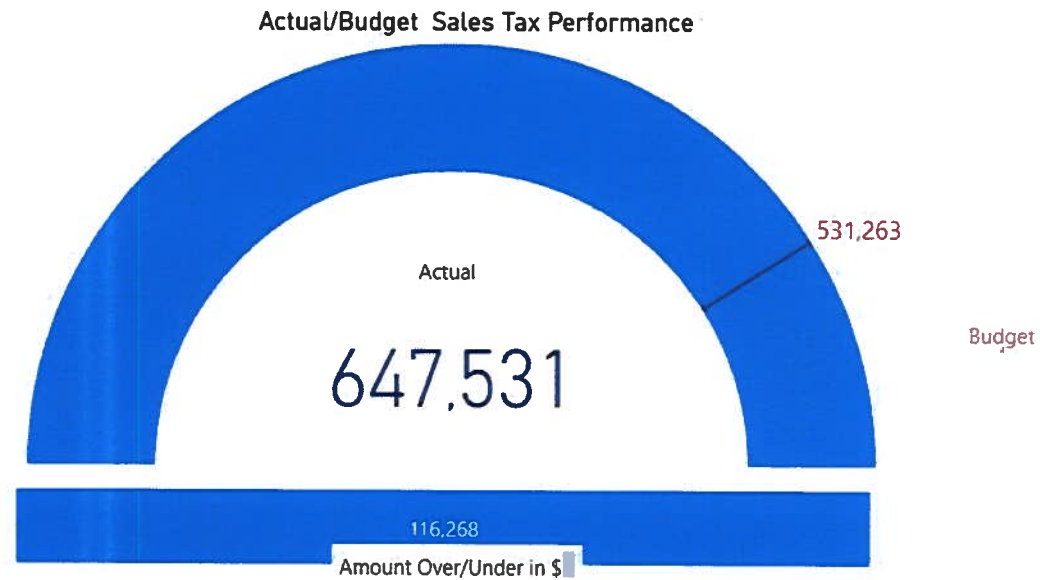


The City budgets sales tax on a conservative basis because collections are extremely volatile in nature. The graph above highlights the monthly volatility in sales tax.

Sales Tax Analysis

Development Corporation Sales Tax

- **Year-to-Date thru January Collection:**
 - Total collections are \$647,531
- **January Compared to Budget:**
 - Current month: Up 11.66%
 - Average Year to date: Up 17.96%
- **Year-over-Year Sales Tax Performance:**
 - Current month: Up 17.44%
 - Year to date: Up 20.82%



Sales Tax Analysis

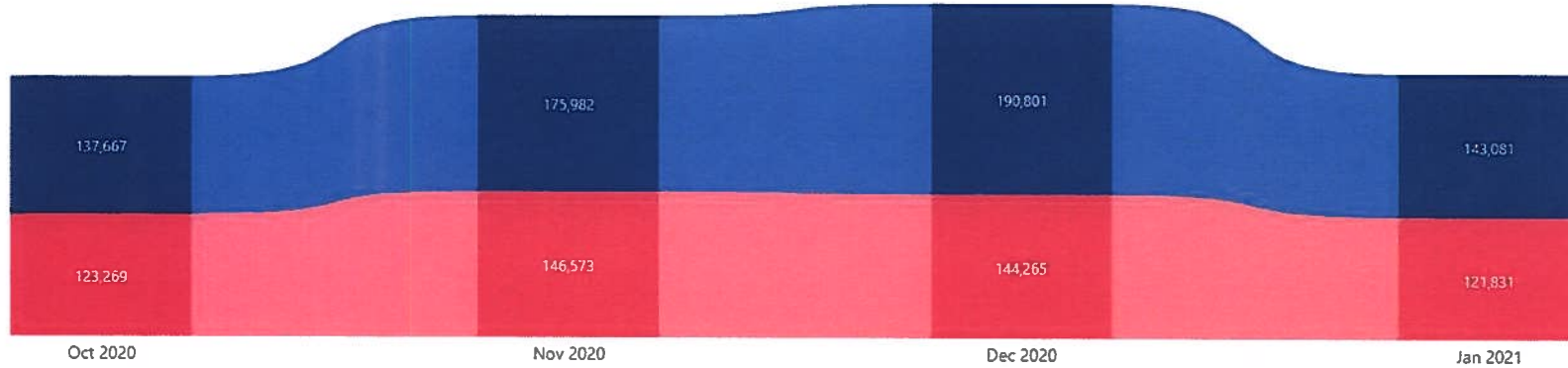
YOY Sales Tax Performance

DateKey

10/1/2020

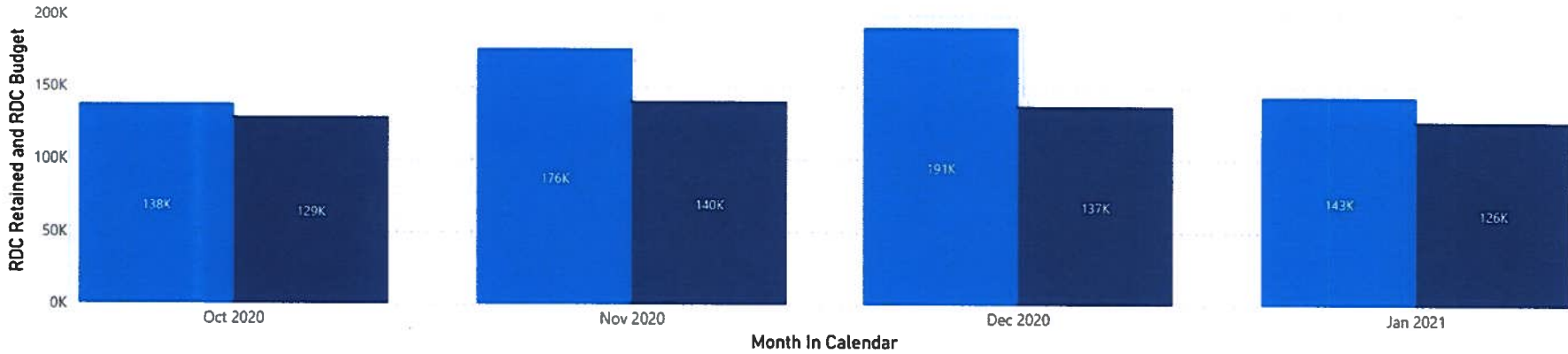
1/31/2021

● DCR Retained ● DCR Prior Retained



Actual/Budget Sales Tax Performance

● RDC Retained ● RDC Budget



Sales Tax Background

Sales tax is an important but volatile revenue stream for the City, and it is closely monitored and analyzed.

Understanding how the City develops the sales tax forecast is an important part of this publication. This year the sales tax forecast utilized a conservative approach of an approximate 3% increase from the previous budget to maintain modest fiscal expectations.

Once developed, the sales tax budget is distributed across the months based on the percentage of collections that month would historically receive. It's important to understand that there are factors that can cause peaks and valleys in this distribution. These peaks and valleys are a result of the timing of the collection (i.e. when the business makes payment), the receipt of one-time collections, and audit adjustments, which can increase or decrease the actual collection. It is this volatility of the collections that make the comparison on a monthly basis a challenge. While sustained high or low monthly collections may signal a change in the trend, the individual monthly comparison will not provide a complete picture, thus greater attention should be paid to the year-to-date collections and budget.

Interim (Unaudited)
DCR Forecast
As of 02/28/2021

Type	Month	Category	Prior YTD Actuals	Current YTD Actuals	Forecast	Forecast Variance
Revenue	1 - October	Sales Tax	123,269	137,667	128,712	8,955
		Other	-	-	417	(417)
		Interest	723	46	250	(204)
		1 - October Total	123,992	137,712	129,378	8,334
	2 - November	Sales Tax	146,573	175,982	139,542	36,440
		Other	-	-	417	(417)
		Interest	2,244	42	250	(207)
		2 - November Total	148,818	176,025	140,208	35,816
	3 - December	Sales Tax	144,265	190,801	136,615	54,186
		Other	-	-	417	(417)
		Interest	6,041	61	250	(189)
		3 - December Total	150,306	190,862	137,282	53,580
	4 - January	Sales Tax	121,831	143,081	126,394	16,687
		Other	-	-	417	(417)
		Interest	5,947	41	250	(209)
		4 - January Total	127,778	143,121	127,060	16,061
	5 - February	Sales Tax	165,191	190,541	163,136	27,405
		Other	5,000	-	417	(417)
		Interest	5,482	35	250	(214)
		5 - February Total	175,673	190,576	163,802	26,774
Revenue Total			726,566	838,297	697,731	140,566

Interim (Unaudited)
DCR Forecast
As of 02/28/2021

Type	Month	Category	Prior YTD Actuals	Current YTD Actuals	Forecast	Forecast Variance	
Expenditure	1 - October	Purchased Services	12,123	26,195	28,371	(2,176)	
		Capital Items/Other	-	-	4,165	(4,165)	
		Non-Departmental	(223)	100,000	12,495	87,505	
		Transfers Out	-	-	75,140	(75,140)	
		Capital Items/Other	-	76,105	158,138	(82,033)	
		Non-Departmental	-	130,000	10,829	119,171	
	1 - October Total			11,901	332,300	289,138	43,162
	2 - November	Supplies	-	1,400	-	1,400	
		Purchased Services	8,778	23,645	28,371	(4,725)	
		Capital Items/Other	-	-	4,165	(4,165)	
		Non-Departmental	109,772	8,900	12,495	(3,595)	
		Transfers Out	-	-	75,140	(75,140)	
		Capital Items/Other	100,000	2,872	158,138	(155,266)	
	Non-Departmental	-	-	10,829	(10,829)		
	2 - November Total			218,550	36,818	289,138	(252,320)
	3 - December	Purchased Services	38,025	17,390	28,371	(10,980)	
		Capital Items/Other	-	-	4,165	(4,165)	
		Non-Departmental	1,224	919	12,495	(11,576)	
		Transfers Out	-	215,338	75,140	140,198	
		Capital Items/Other	555	93,529	158,138	(64,610)	
		Non-Departmental	-	-	10,829	(10,829)	
	3 - December Total			39,803	327,176	289,138	38,038
	4 - January	Supplies	-	47	-	47	
		Purchased Services	53,668	94,313	28,371	65,943	
		Capital Items/Other	-	-	4,165	(4,165)	
		Non-Departmental	-	-	12,495	(12,495)	
		Transfers Out	165,109	-	75,140	(75,140)	
		Capital Items/Other	1,743	100	158,138	(158,039)	
Non-Departmental	64,347	-	10,829	(10,829)			
4 - January Total			284,866	94,460	289,138	(194,679)	
5 - February	Supplies	-	226	-	226		
	Purchased Services	14,348	7,087	28,371	(21,283)		
	Capital Items/Other	-	-	4,165	(4,165)		
	Non-Departmental	7,705	16	12,495	(12,479)		
	Transfers Out	-	159,027	75,140	83,887		
	Capital Items/Other	26,170	-	158,138	(158,138)		
Non-Departmental	-	-	10,829	(10,829)			
5 - February Total			48,223	166,356	289,138	(122,782)	
Expenditure Total			603,343	957,109	1,445,691	(488,581)	
Grand Total			123,223	(118,813)	(747,960)	629,147	

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2021

85 -DEVELOPMENT CORPORATION

ASSETS

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1100	CLAIM ON CASH-DEVELOPMENT CORP	1,640.50	
1101	Combined Securities - DCR	4,486,817.83	
1105	CASH IN BANK-DEVELOPMENT CORP	649,863.02	
1120	DCR WF - Sweep Accrued Interest	2,480.44	
1200	INVESTMENTS	0.00	
1302	SALES TAX RECEIVABLE	313,649.23	
1303	OTHER RECEIVABLE	0.00	
1370	ACCOUNTS RECEIVABLE - INVOICED	0.00	
1500	PREPAID ASSET	0.00	
1501	ACCRUED WORKERS COMP	0.00	
1502	ACCRUED EXPENSES	0.00	
1610	DUE TO (FROM) GENERAL	0.00	
1620	DUE TO (FROM) WATER/SEWER	0.00	
1621	DUE TO (FROM) METER	0.00	
1622	DUE TO/FROM SURFACE WATER	0.00	
1623	DUE TO/FROM RIVER PARK WEST	0.00	
1625	DUE TO (FROM) CONSTRUCTION II	0.00	
1626	DUE TO (FROM) FIRE SERVICE CAP	0.00	
1630	DUE TO (FROM) DEBT SERVICE	0.00	
1631	DUE TO (FROM) DEBT 1999 SERIES	0.00	
1632	DUE TO/FROM DEBT-99 SERIES II	0.00	
1640	DUE TO (FROM) WASTEWATER IMPAC	0.00	
1650	DUE TO (FROM) WATER IMPACT	0.00	
1660	DUE TO (FROM) PARK IMPROVEMENT	0.00	
1665	DUE TO (FROM) STATE FUNDS (NARC	0.00	
1666	DUE TO (FROM) FEDERAL FUNDS	0.00	
1667	DUE TO (FROM) EQUIPMENT GRANT	0.00	
1687	DUE TO/FROM SEED	0.00	
1688	DUE TO/FROM WEED	0.00	
1689	DUE TO/FROM HIGHER EDUCATION	0.00	
1690	DUE TO (FROM) CDBG	0.00	
1691	DUE TO/FROM TCLEOSE-FIRE	0.00	
1692	DUE TO (FROM) COURT TECHNOLOGY	0.00	
1693	DUE TO (FROM) COURT SECURITY	0.00	
1696	DUE TO (FROM) TCLEOSE-POLICE	0.00	
1697	DUE TO/FROM GEN FIXED ASSETS	0.00	
1698	DUE TO/FROM DCR CASH/SWEEP	<u>0.00</u>	
TOTAL ASSETS			<u>5,454,451.02</u>

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LIABILITIES

=====

2000	DEVELOPEMENT CORP ACCT PAYABLE	0.00
2014	RETAINAGE PAYABLE	0.00
2105	DEFERRED REVENUE	0.00
2140	ACCOUNTS PAYABLE	0.00
2199	DUE TO POOLED CASH	<u>0.00</u>

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2021

85 -DEVELOPMENT CORPORATION

TOTAL LIABILITIES 0.00

FUND BALANCE

=====

2900	UNAPPROPRIATED SURPLUS	5,573,263.83	
2950	TRANSFER TO I & S	0.00	
2999	BALANCING ENTRY	0.00	
	SURPLUS (DEFICIT)	(118,812.81)	
	TOTAL FUND BALANCE		<u>5,454,451.02</u>

TOTAL LIABILITIES AND FUND BALANCE 5,454,451.02

=====

END OF REPORT

CITY OF RICHMOND
 REVENUE AND EXPENSE REPORT (UNAUDITED)
 AS OF: FEBRUARY 28TH, 2021

85 -DEVELOPMENT CORPORATION
 FINANCIAL SUMMARY

41.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR-TO-DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
ALL REVENUE	<u>1,673,000.00</u>	<u>190,576.05</u>	<u>838,296.63</u>	<u>50.11</u>	<u>834,703.37</u>
TOTAL REVENUES	<u>1,673,000.00</u>	<u>190,576.05</u>	<u>838,296.63</u>	<u>50.11</u>	<u>834,703.37</u>
<u>EXPENDITURE SUMMARY</u>					
DEVELOPMENT CORP	<u>3,471,046.00</u>	<u>166,356.04</u>	<u>957,109.44</u>	<u>27.57</u>	<u>2,513,936.56</u>
TOTAL EXPENDITURES	<u>3,471,046.00</u>	<u>166,356.04</u>	<u>957,109.44</u>	<u>27.57</u>	<u>2,513,936.56</u>
REVENUE OVER/(UNDER) EXPENDITURES	<u>(1,798,046.00)</u>	<u>24,220.01</u>	<u>(118,812.81)</u>	<u>6.61</u>	<u>(1,679,233.19)</u>

CITY OF RICHMOND
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2021

85 -DEVELOPMENT CORPORATION

41.67% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR-TO-DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
3015 SALES TAX REVENUE	1,665,000.00	190,540.57	838,071.36	50.33	826,928.64
3055 INTEREST INCOME	3,000.00	35.48	225.27	7.51	2,774.73
3060 INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00
3070 OTHER INCOME	<u>5,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,000.00</u>
TOTAL REVENUES	<u>1,673,000.00</u>	<u>190,576.05</u>	<u>838,296.63</u>	<u>50.11</u>	<u>834,703.37</u>

CITY OF RICHMOND
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2021

85 -DEVELOPMENT CORPORATION

41.67% OF FISCAL YEAR

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR-TO-DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>DEVELOPMENT CORP</u>					
5400-40650 TRAVEL AND TRAINING	13,055.00	21.90	21.90	0.17	13,033.10
5400-40750 OFFICE SUPPLIES	0.00	225.83	1,672.74	0.00	(1,672.74)
5400-40800 POSTAGE	0.00	0.00	0.00	0.00	0.00
5400-41650 PERIODICALS AND MEMBERSHIPS	18,000.00	525.00	10,275.00	57.08	7,725.00
5400-42000 BUILDING REPAIR AND MAINTENANC	0.00	0.00	0.00	0.00	0.00
5400-42200 LEGAL AND PROFESSIONAL FEES	0.00	0.00	0.00	0.00	0.00
5400-42250 CONTRACTED SERVICES	176,508.00	2,326.16	117,392.86	66.51	59,115.14
5400-42500 ADVERTISING	110,479.00	4,109.19	40,836.38	36.96	69,642.62
5400-42800 TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
5400-42840 DECREASE IN FMV OF INVESTMENTS	0.00	0.00	0.00	0.00	0.00
5400-42850 MISCELLANEOUS EXPENSE	22,540.00	105.00	105.00	0.47	22,435.00
5400-42870 DONATIONS	0.00	0.00	0.00	0.00	0.00
5400-42900 CAPITAL OUTLAY	50,000.00	0.00	0.00	0.00	50,000.00
5400-43000 BOND REDEMPTION	0.00	0.00	0.00	0.00	0.00
5400-43050 INTEREST EXPENSE	0.00	0.00	0.00	0.00	0.00
5400-43100 AGENCY FEES	0.00	0.00	0.00	0.00	0.00
5400-43150 TRANSFER TO OTHER FUNDS	253,988.00	159,027.00	222,524.00	87.61	31,464.00
5400-43400 CITY OF RICHMOND REIMB ALLOC	648,056.00	0.00	151,840.96	23.43	496,215.04
5400-43500 RICHMOND HISTORIC DISTRICT	50,000.00	15.96	9,834.69	19.67	40,165.31
5400-43505 GATEWAY/WAYFINDING INVESTMENTS	0.00	0.00	0.00	0.00	0.00
5400-43511 PUBLIC TRANSPORTATION	75,000.00	0.00	75,000.00	100.00	0.00
5400-43521 WAYSIDE HORNS	1,072,000.00	0.00	94,633.98	8.83	977,366.02
5400-43525 TX DOT - 359 OVERPASS	0.00	0.00	0.00	0.00	0.00
5400-43530 TSTC COMMITMENT	100,000.00	0.00	100,000.00	100.00	0.00
5400-43535 LAMAR STREET EXTENSION	0.00	0.00	0.00	0.00	0.00
5400-43536 N. 10TH ST ROW ACQUISITION	300,000.00	0.00	99.57	0.03	299,900.43
5400-43537 WESSENDORFF PARK	0.00	0.00	0.00	0.00	0.00
5400-43538 DOWNTOWN IMPROVEMENT GRANT	75,000.00	0.00	0.00	0.00	75,000.00
5400-43539 2ND ST FARMERS MARKET PAVILION	0.00	0.00	0.00	0.00	0.00
5400-43540 DOWNTOWN DRAINAGE IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
5400-43541 WATER TOWER LIGHTING PROJECT	0.00	0.00	0.00	0.00	0.00
5400-43542 MYRTLE STREET PROJECT	351,420.00	0.00	2,872.36	0.82	348,547.64
5400-43543 SIGNAGE GRANT PROJECT	25,000.00	0.00	0.00	0.00	25,000.00
5400-44251 SALES TAX INCENTIVE AGREEMENTS	130,000.00	0.00	130,000.00	100.00	0.00
TOTAL DEVELOPMENT CORP	3,471,046.00	166,356.04	957,109.44	27.57	2,513,936.56
=====					
TOTAL EXPENDITURES	3,471,046.00	166,356.04	957,109.44	27.57	2,513,936.56

*** END OF REPORT ***

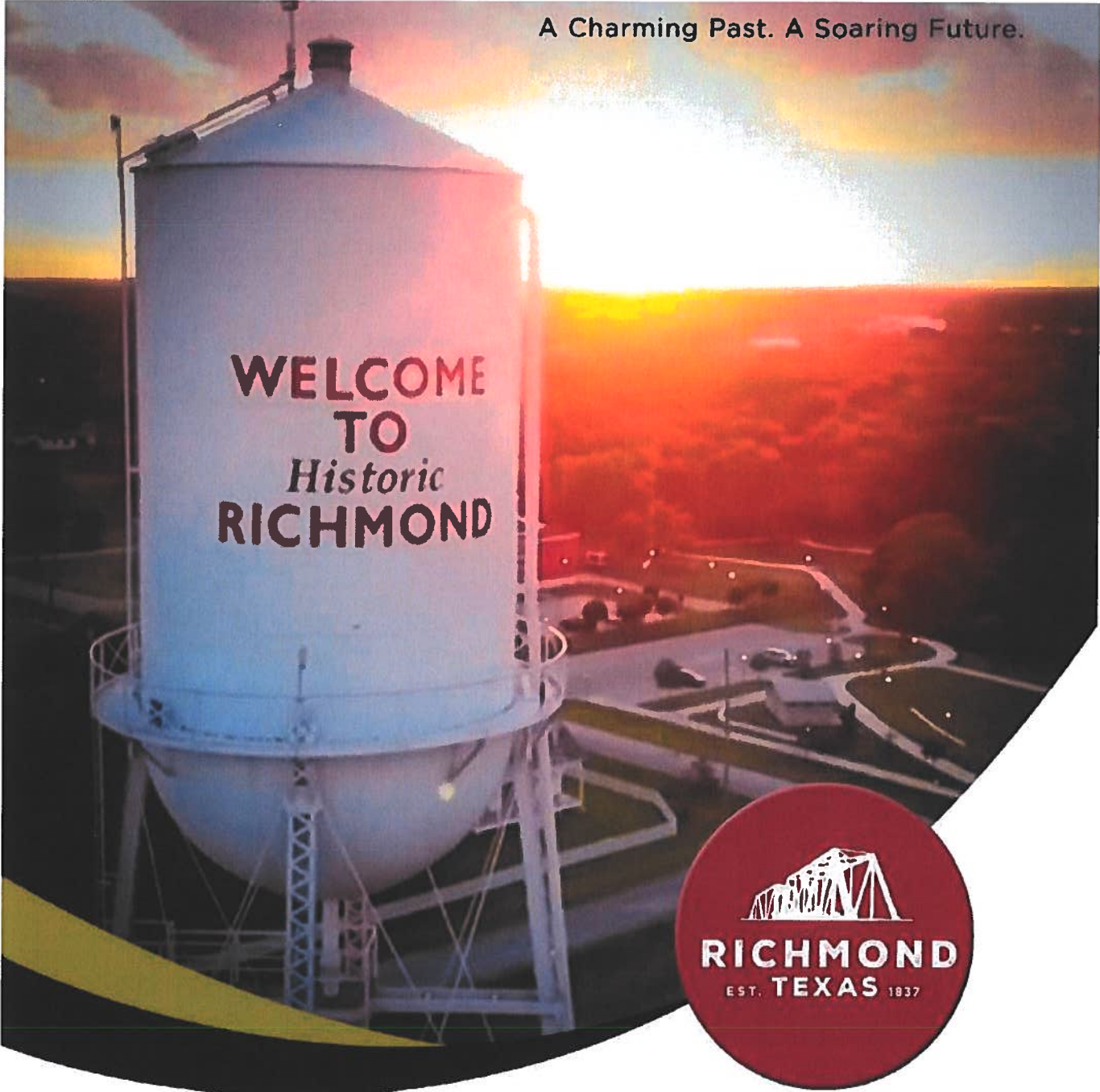
**Development Corporation of Richmond
Capital Project Detail
as of February 28, 2021**

	Original Project Budget	Prior Expenditures	Current Project Budget	Encumbrances	FY2021 Expenditures	Remaining Budget	Total Project Commitments
Wayside Horns Phase II	\$ 1,100,000.00	\$ 37,472.42	\$ 1,072,000.00	\$ 311,544.00	\$ 94,633.98	\$ 665,822.02	\$ 443,650.40
N. 10th St. ROW (Thompson)	\$ 300,000.00	-	\$ 300,000.00	-	99.57	\$ 299,900.43	\$ 99.57
Downtown Improvement Grant	\$ 75,000.00	\$ 25,000.00	\$ 75,000.00	-	-	\$ 75,000.00	\$ 25,000.00
Myrtle Street Renovation	\$ 357,420.00	\$ 100,763.48	\$ 351,420.00	\$ 6,150.00	\$ 2,872.36	\$ 342,397.64	\$ 109,785.84
Signage Grant Program	\$ 25,000.00	-	\$ 25,000.00	-	-	\$ 25,000.00	-
	<u>\$ 1,857,420.00</u>	<u>\$ 163,235.90</u>	<u>\$ 1,823,420.00</u>	<u>\$ 317,694.00</u>	<u>\$ 97,605.91</u>	<u>\$ 1,408,120.09</u>	<u>\$ 578,535.81</u>

Footnotes

1. Farmers Market Pavillion project not budgeted in current year. Not shown on project list.
2. Water Tower Bridge lighting project completed in the previous year. Not shown on project list.

A Charming Past. A Soaring Future.



CITY OF RICHMOND, TEXAS
Monthly Sales Tax Analysis

For the period ending
February 28, 2021



FY2021

Sales Tax Analysis

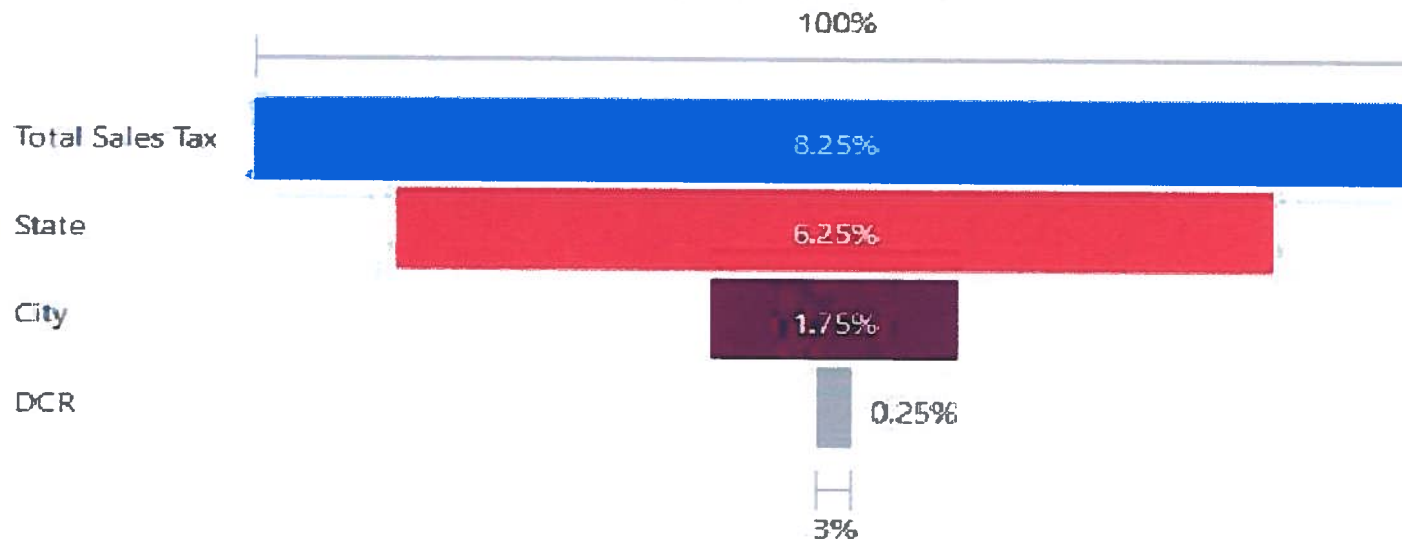
Executive Summary

Sales tax is one of the most important revenue streams for the City, but it's also highly volatile and subject to risk. This analysis is intended to highlight the City's sales tax collections in comparison to its expected performance, which is the amount of revenue received compared to the budget.

In Texas, the State Comptroller's Office receives sales tax two months before it is remitted to the City, as a result there is a two-month timing difference between the State collection of revenue and the revenue sent to the City. This report covers sales tax payments received by the City from the Texas Comptroller's Office in the month of **February**, which reflects sales tax collections for the month of **December**.

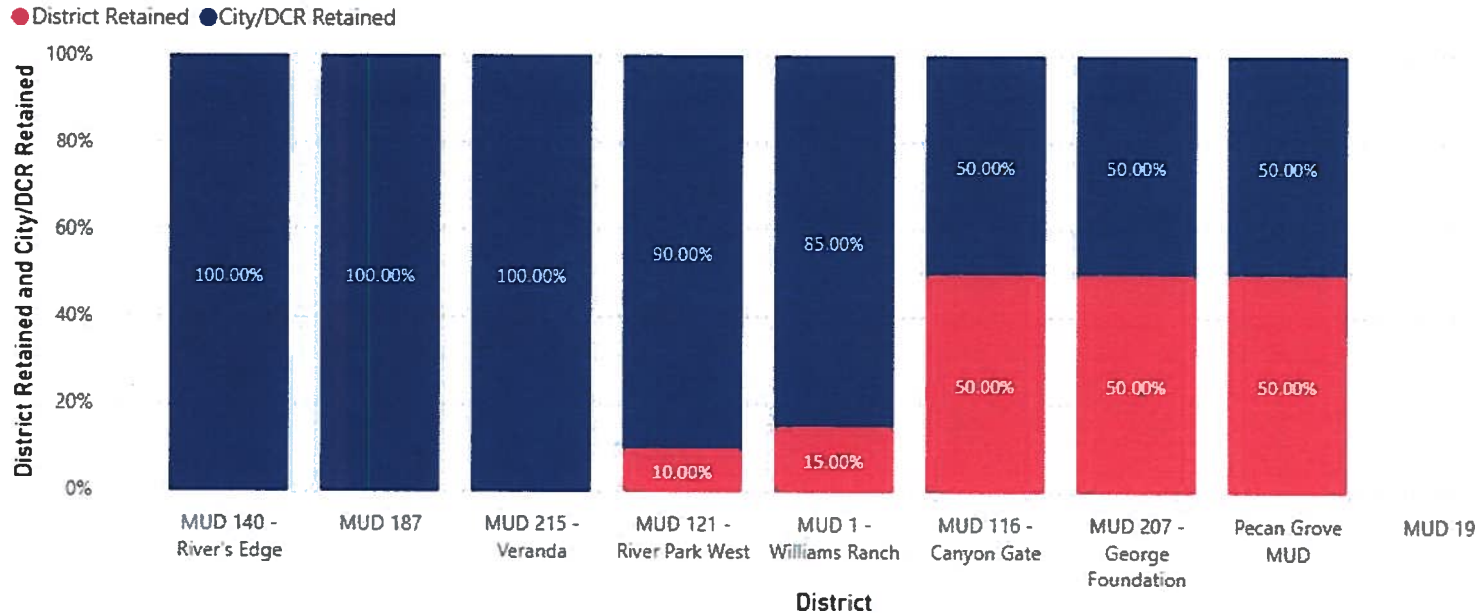
The total sales tax rate within Richmond is 8.25%, of that total, 6.25% is collected and retained by the Texas Comptroller's office, and the remaining 2% is remitted to the City. Consistent with the comprehensive master plan, the City has entered into several strategic partnership agreements (SPAs) that allow for limited purpose annexation and the collection of sales tax within certain municipal utility districts (MUDs). While the City receives 100% of the sales tax collected within the City, these strategic partnership agreements provide for, in most cases, some sharing of the sales tax revenue (between the City and MUDs). As a result of these agreements, after the City remits the MUDs proportional share of its sales tax, the City then remits 25% of the remaining sales tax to the Development Corporation and retains 75% in the General Fund.

State Sales Tax Allocation



Sales Tax Analysis

District Sales Tax Allocation



Key Statistics

Net Sales Tax Payment

- February Collection:
 - Total Net Collections: \$818,404
 - One-Time Positive Audit Adjustment: \$11,612
 - Outlook: Positive

City Sales Tax

- February Collection:
 - Total Net Collections are \$571,622
- February Compared to Budget:
 - Current month: 8.04%
 - Average Year to date: 11.64%



Sales Tax Analysis

Summary of Performance

Quarter Label	Net Payment	SPA Collections	City Retained SPA	Gross City Collections	MUD Expense SPA	City Retained	Budget Amount	DCR Retained
Q1								
1 - October	605,058	113,297	58,907	467,391	-54,390	413,000	417,444	137,667
2 - November	761,170	118,749	61,508	585,188	-57,240	527,947	452,569	175,982
3 - December	819,687	117,471	60,988	628,886	-56,483	572,403	443,077	190,801
Total	2,185,914	349,517	181,403	1,681,464	-168,114	1,513,351	1,313,089	504,450
Q2								
4 - January	625,390	110,220	57,152	482,310	-53,068	429,242	409,926	143,081
5 - February	818,404	115,434	59,192	627,864	-56,242	571,622	529,089	190,541
Total	1,443,794	225,654	116,344	1,110,173	-109,310	1,000,863	939,015	333,621
Total	3,629,709	575,171	297,747	2,791,637	-277,423	2,514,214	2,252,104	838,071

City Sales Tax

Quarter Label	Prior Year Net Payment	Net Payment	YoY Net % Chg	Prior Year City Retained	City Retained	YoY City % Chg	Budget Amount	Actual / Budget (\$)	Actual / Budget (%)
Q1									
1 - October	543,165	605,058	11.39%	369,807	413,000	11.68%	417,444	-4,443	-1.06%
2 - November	631,586	761,170	20.52%	439,720	527,947	20.06%	452,569	75,379	16.66%
3 - December	624,289	819,687	31.30%	432,794	572,403	32.26%	443,077	129,326	29.19%
Total	1,799,040	2,185,914	21.50%	1,242,321	1,513,351	21.82%	1,313,089	200,261	15.25%
Q2									
4 - January	533,734	625,390	17.17%	365,494	429,242	17.44%	409,926	19,315	4.71%
5 - February	710,813	818,404	15.14%	495,572	571,622	15.35%	529,089	42,533	8.04%
Total	1,244,547	1,443,794	16.01%	861,066	1,000,863	16.24%	939,015	61,849	6.59%
Total	3,043,587	3,629,709	19.26%	2,103,387	2,514,214	19.53%	2,252,104	262,110	11.64%

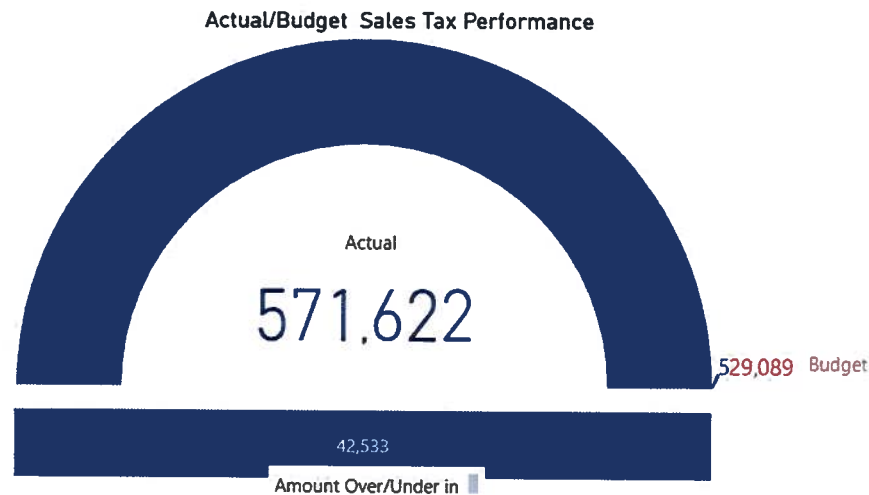
Sales Tax Analysis

DCR Sales Tax

Quarter Label	Prior Year Net Payment	Net Payment	YoY Net % Chg	DCR Prior Retained	DCR Retained	YoY DCR % Chg	DCR Budget	DCR Act/Bud (\$)	DCR Act/Bud (%)
Q1									
1 - October	543,165	605,058	11.39%	123,269	137,667	11.68%	128,712	8,955	6.50%
2 - November	631,586	761,170	20.52%	146,573	175,982	20.06%	139,542	36,440	20.71%
3 - December	624,289	819,687	31.30%	144,265	190,801	32.26%	136,615	54,186	28.40%
Total	1,799,040	2,185,914	21.50%	414,107	504,450	21.82%	404,869	99,581	19.74%
Q2									
4 - January	533,734	625,390	17.17%	121,831	143,081	17.44%	126,394	16,687	11.66%
5 - February	710,813	818,404	15.14%	165,191	190,541	15.35%	163,136	27,405	14.38%
Total	1,244,547	1,443,794	16.01%	287,022	333,621	16.24%	289,530	44,092	13.22%
Total	3,043,587	3,629,709	19.26%	701,129	838,071	19.53%	694,399	143,673	17.14%

City Current Month at a Glance

The graphs below indicate that City sales tax collections are \$571,622 in February, compared to the budget allocation of \$529,089. The total collections are over budget by \$42,533, which is 8.04% higher than expected. This month a one-time positive audit adjustment in the amount \$11,611.67 was received.

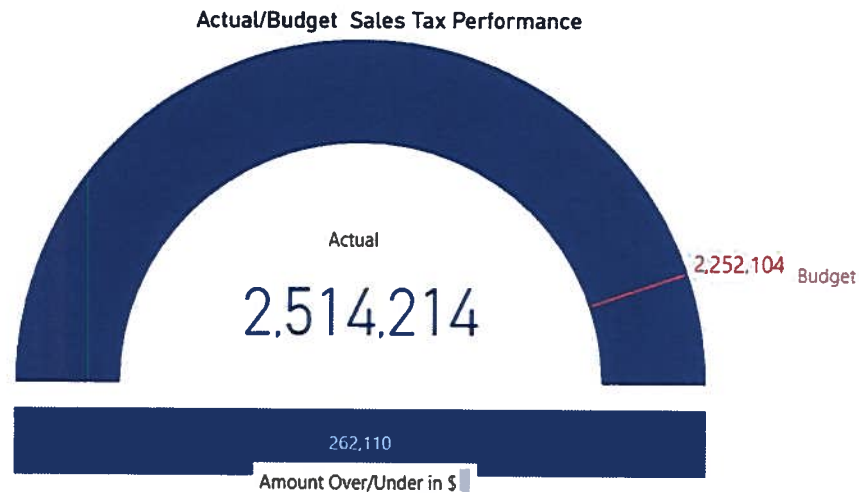


Sales Tax Analysis

City Year-to-Date at a Glance

The graphs below indicate that total sales tax collections are \$2,514,214 for the fiscal year, compared to the budgeted sales tax of \$2,252,104. February is the fifth month in the 2021 fiscal year, therefore collections will continue to increase with the passing of each subsequent month.

The City will accumulate and monitor any excess sales tax revenue and will recognize any actual gains at the end of the year once all revenues have been received. This approach helps minimize the month to month volatility of collections.

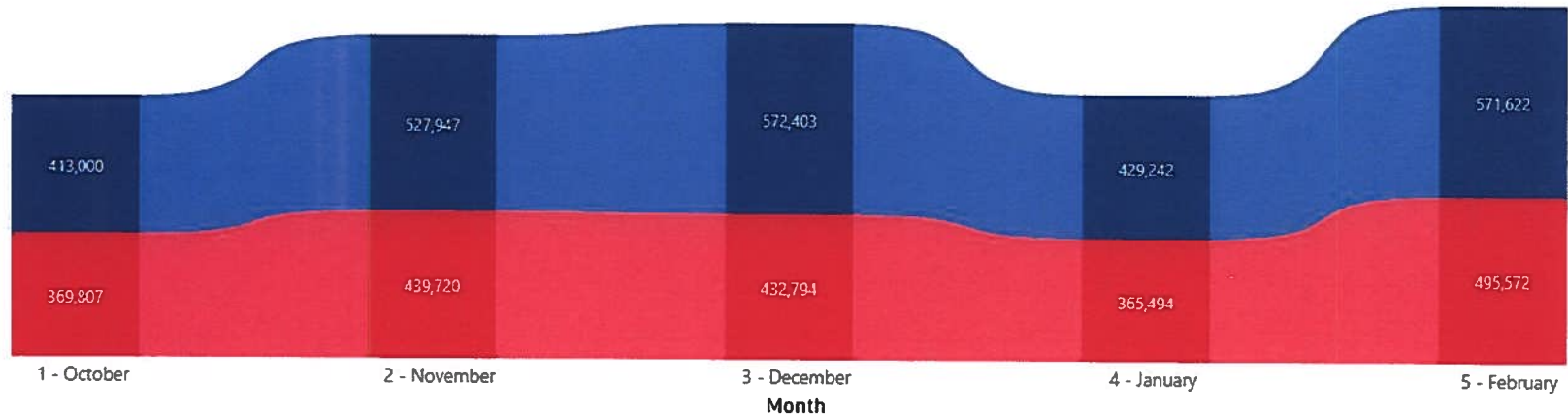


Sales Tax Analysis

City Historical Performance

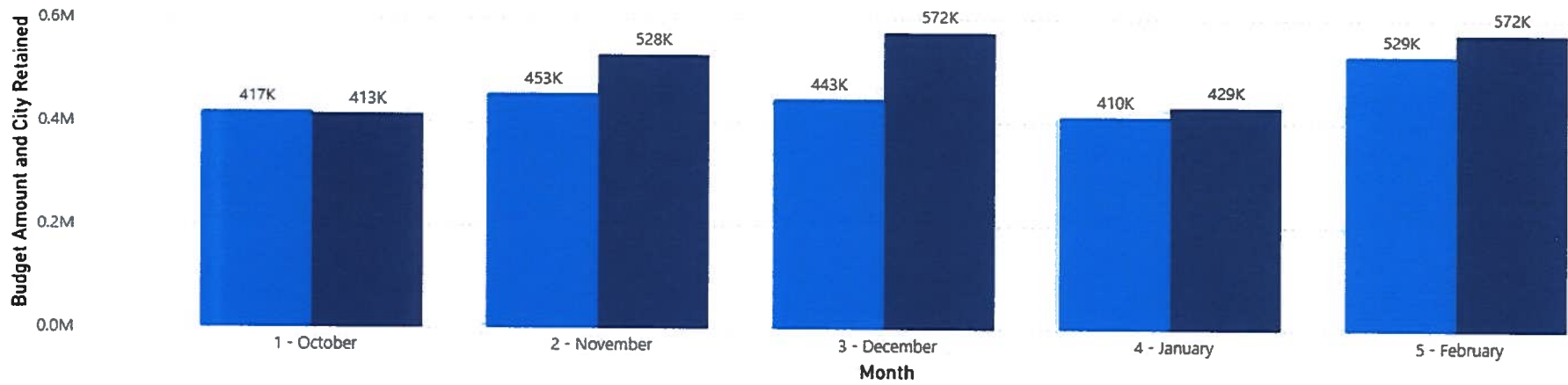
YOY Sales Tax Performance

● Prior Year City Retained ● City Retained

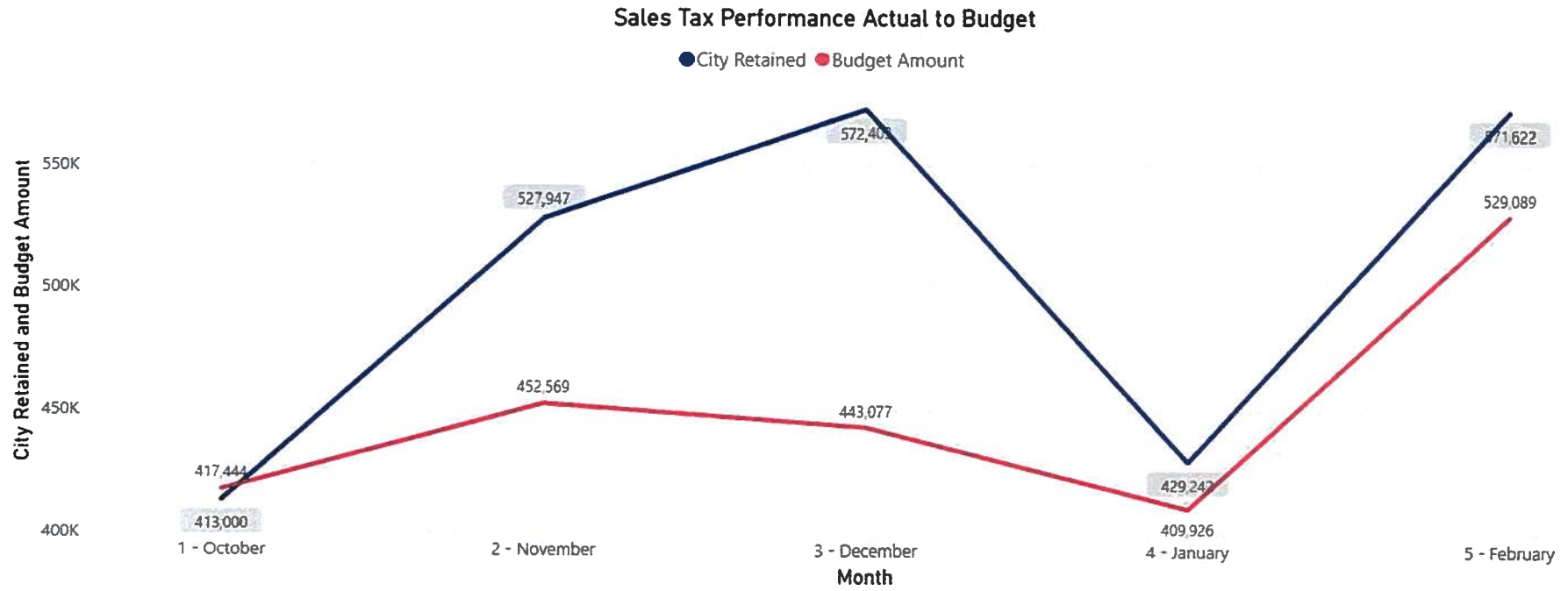


Actual/Budget Sales Tax Performance

● Budget Amount ● City Retained



Sales Tax Analysis

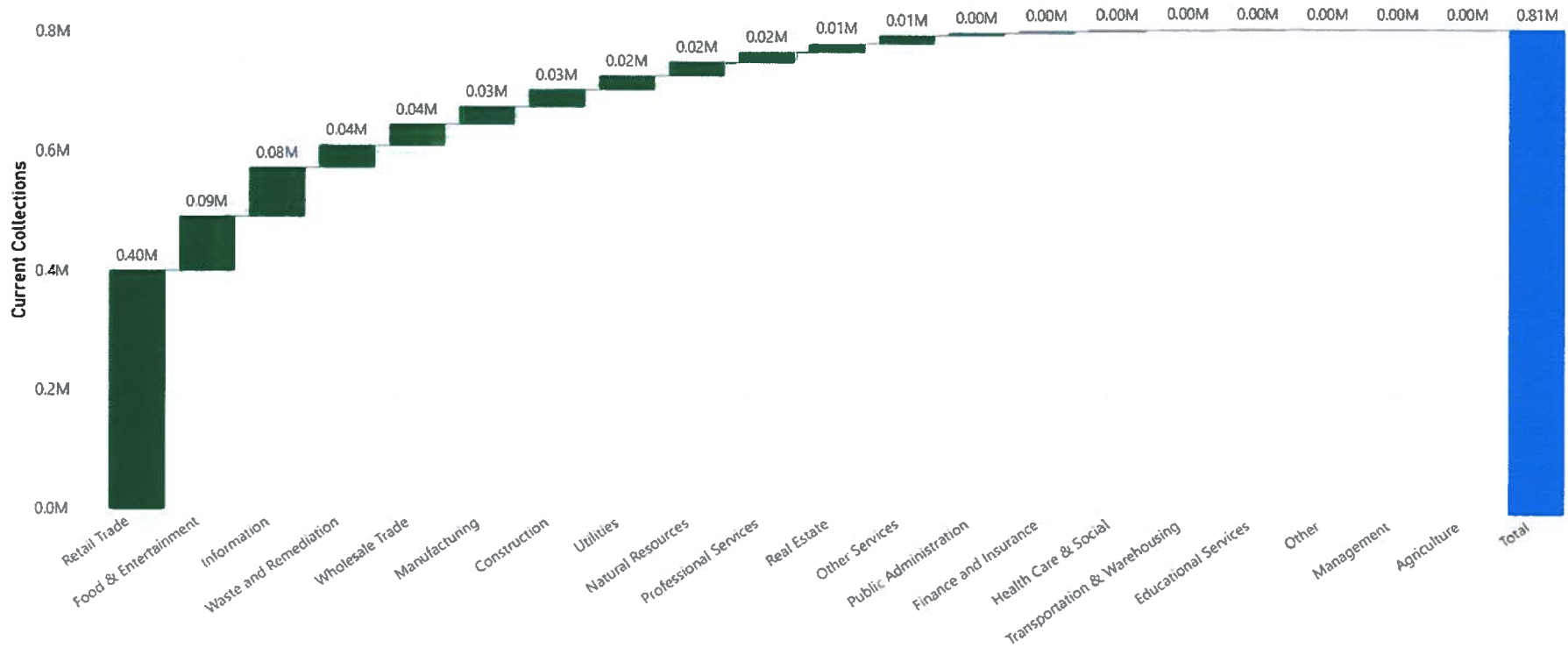


Sales Tax Analysis

Monthly Payment Allocation by Sector

This chart shows the makeup of this month's net payment by sector.

For a monthly comparison to last year by sector, please see the written analysis below the chart.



Sales Tax Analysis

Monthly Analysis Compared to Prior Year

The Retail Trade and Food & Entertainment Sectors are the primary industry sectors for the City and combined make up approximately 55% of the total collections. The sectors described in this analysis below make-up approximately 90% of the total collections for the City.

Retail: The Retail sector increased by 18.99% when compared to the same period in the prior year. The increase is the result of timing and better performance year-over-year in the Clothing and Non-store subsectors. Most of the increase in this sector appears to be driven by online retail collections.

Food & Entertainment: The Food & Entertainment sector Increased by 12.16% when compared to the same period in the prior year. The Restaurant and Food Services subsector was responsible for most of the increase.

Information: The Information sector increased by 70.66% when compared to the same period in the prior year. The increase is related to a one-time payment in the Motion Picture subsector and staff is researching the collection.

Natural Resources: The Natural Resources sector decreased by -60.00% when compared to the same period in the prior year. The decrease in this sector is the result of an industry closely tied to Construction. Collections in this sector should be treated as one-time collections due to the volatility of the subsectors' collections.

Professional Services: The Professional Services sector increased by 58.80% when compared to the same period in the prior year. The increase in collections is related to service-related businesses online.

Utilities: The Utility sector increased by 28.00% when compared to the same period in the prior year. A large one-time payment in this sector is being researched by staff.

Wholesale Trade: The Wholesale Trade sector increased 19.62% when compared to the same period in the prior year. This sector received a large one-time type collection which remains under research by staff.

Waste & Remediation: The Waste & Remediation sector increased by 35.37% when compared to the same period in the prior year. The increase in collections occurred primarily in the Administrative & Support Services subsector and included one-time payments.

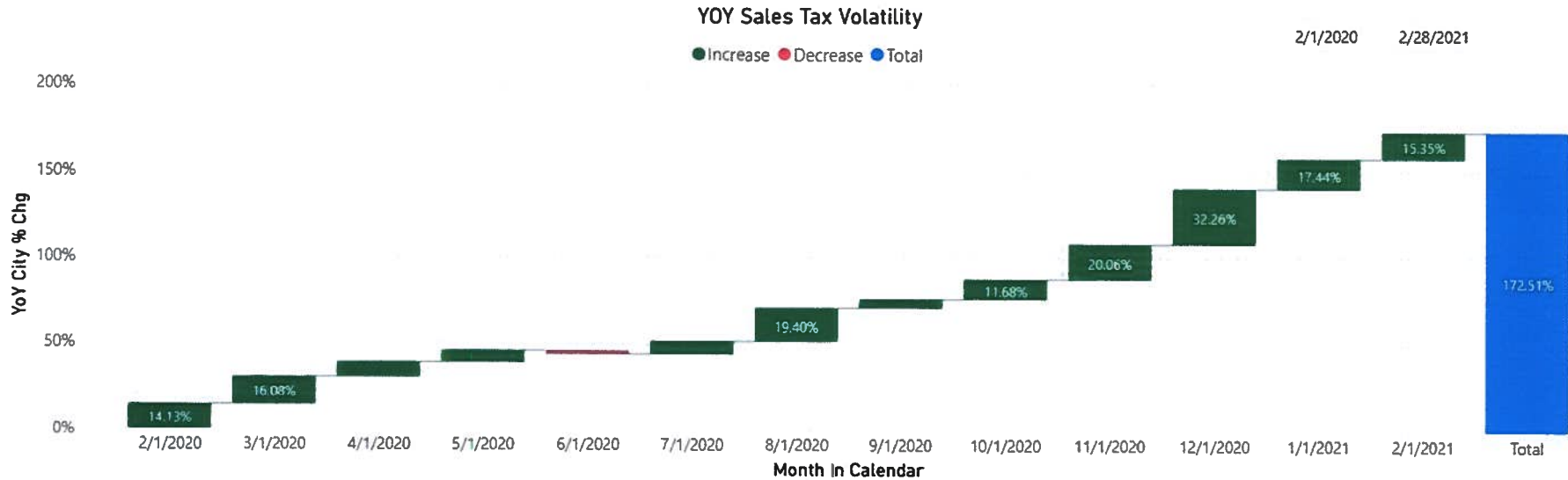
Manufacturing: The Manufacturing sector decreased by -9.25% when compared to the same period in the prior year. The decrease in collections occurred primarily in the Plastic & Rubber subsectors, as a result of one-time collections in the prior year.

* The collections by sector information is directly from the Confidentiality Report received from the Texas Comptroller's Office. The numbers reflected in the Confidentiality Report are unadjusted and will not match the Net Collections that the Comptroller publishes. The Net Collections published publicly include all tax payers, whereas the Confidentiality Report only includes tax payers that annually remit more than \$5,000, and does not include the other adjustments made to the Net Allocation. In order to remain confidential only the aggregate data by sector, and subsector can be reported.

Sales Tax Analysis

THE INFORMATION PROVIDED TO THE CITY IS CONFIDENTIAL. It is not open to public inspection. A city may use the information only for the purpose of economic forecasting (Tex. Tax Code 321.3022(c)). Unauthorized distribution of confidential information is punishable by 6 months in jail and a \$1,000 fine (Tex. Govt Code sec. 552.352). As a result staff cannot answer specific questions about companies included within the aggregate sales tax number in this report.

Monthly Sales Tax Volatility

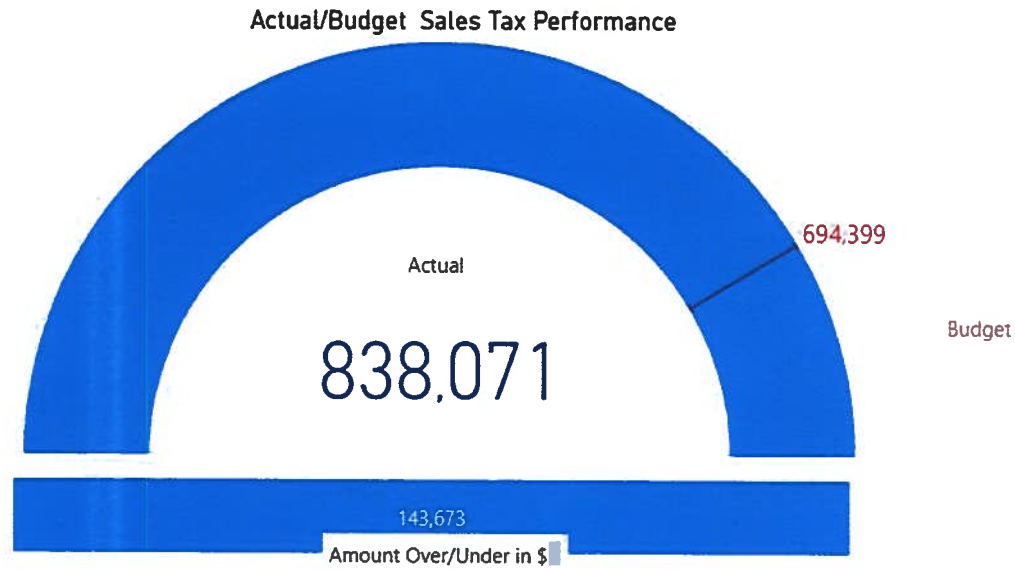


The City budgets sales tax on a conservative basis because collections are extremely volatile in nature. The graph above highlights the monthly volatility in sales tax.

Sales Tax Analysis

Development Corporation Sales Tax

- **Year-to-Date thru February Collection:**
 - Total collections are \$838,071
- **February Compared to Budget:**
 - Current month: Up 14.38%
 - Average Year to date: Up 17.14%
- **Year-over-Year Sales Tax Performance:**
 - Current month: Up 15.35%
 - Year to date: Up 19.53%



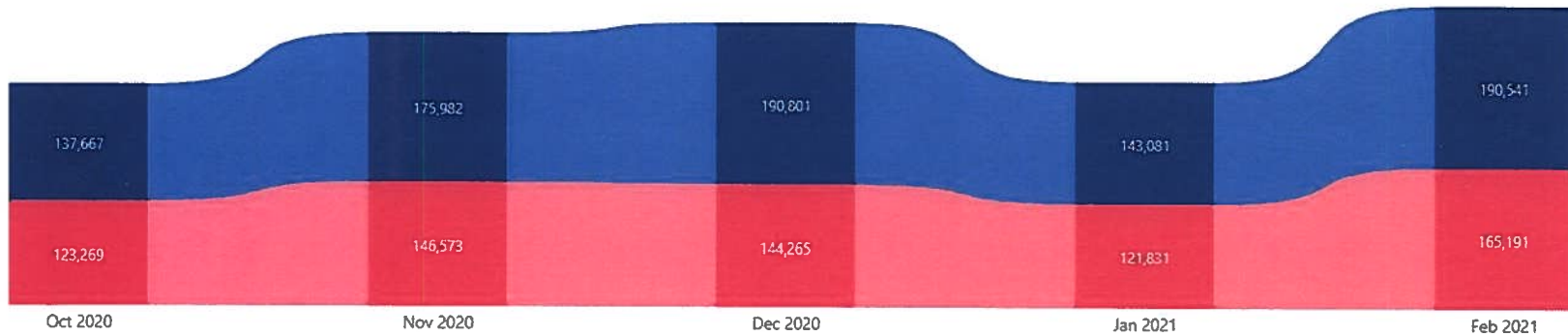
Sales Tax Analysis

YOY Sales Tax Performance

DateKey

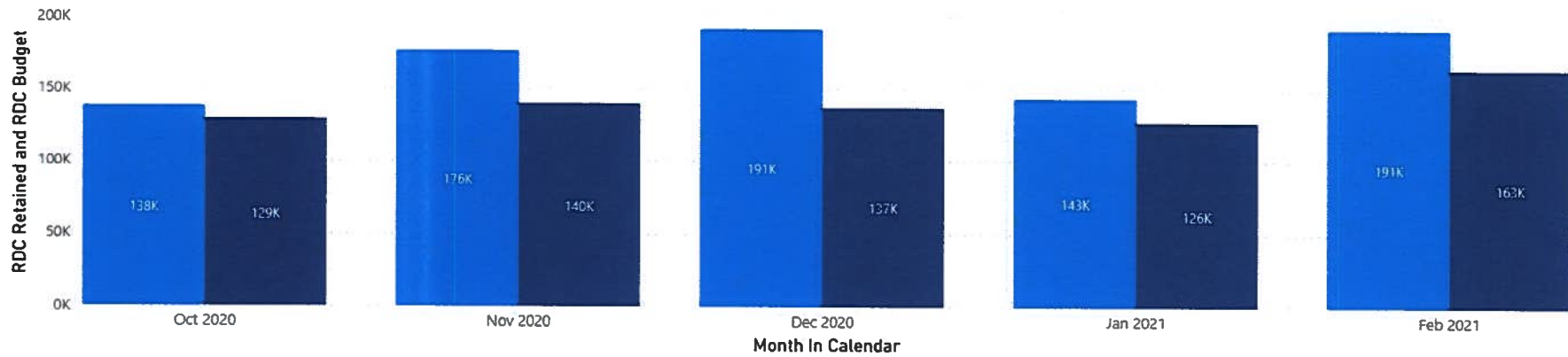
10/1/2020 2/28/2021

● DCR Retained ● DCR Prior Retained



Actual/Budget Sales Tax Performance

● RDC Retained ● RDC Budget





Sales Tax Analysis

Sales Tax Background

Sales tax is an important but volatile revenue stream for the City, and it is closely monitored and analyzed.

Understanding how the City develops the sales tax forecast is an important part of this publication. This year the sales tax forecast utilized a conservative approach of an approximate 3% increase from the previous budget to maintain modest fiscal expectations.

Once developed, the sales tax budget is distributed across the months based on the percentage of collections that month would historically receive. It's important to understand that there are factors that can cause peaks and valleys in this distribution. These peaks and valleys are a result of the timing of the collection (i.e. when the business makes payment), the receipt of one-time collections, and audit adjustments, which can increase or decrease the actual collection. It is this volatility of the collections that make the comparison on a monthly basis a challenge. While sustained high or low monthly collections may signal a change in the trend, the individual monthly comparison will not provide a complete picture, thus greater attention should be paid to the year-to-date collections and budget.

**DEVELOPMENT CORPORATION OF RICHMOND
SALES TAX REVENUE**

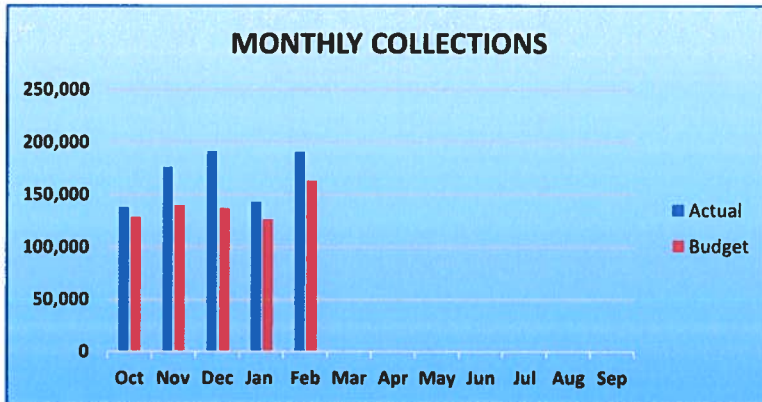
GROSS (Includes City & SPAs)		DCR ALLOCATION <i>Actual Income</i>		DCR BUDGET <i>Budgeted Income</i>		Year-to-Date Target to Budget <small>100% = Budget</small>
Prior Year %		Monthly	Total Received Year-to-Date	Monthly	Total Budget Year-to-Date	
Total Received	Increase (Decrease) Month to Month					

Fiscal Year 2020

Oct	543,165	6%	123,269	123,269	107,057	107,057	115.14%
Nov	631,586	20%	146,573	269,842	125,944	233,001	115.81%
Dec	624,289	10%	144,265	414,107	130,004	363,005	114.08%
Jan	533,734	20%	121,831	535,938	110,329	473,334	113.23%
Feb	710,813	14%	165,191	701,129	131,644	604,978	115.89%
Mar	536,909	16%	123,108	824,237	115,128	720,106	114.46%
Apr	551,969	5%	125,909	950,147	113,972	834,078	113.92%
May	643,006	11%	146,936	1,097,083	139,819	973,897	112.65%
Jun	571,790	-3%	130,780	1,227,863	137,767	1,111,664	110.45%
Jul	581,742	11%	130,921	1,358,784	123,964	1,235,628	109.97%
Aug	707,921	20%	162,091	1,520,875	135,334	1,370,962	110.93%
Sep	599,259	5%	138,036	1,658,911	138,537	1,509,499	109.90%

Fiscal Year 2021

Oct	605,058	11%	137,667	137,667	128,712	128,712	106.96%
Nov	761,170	21%	175,982	313,649	139,542	268,254	116.92%
Dec	819,687	31%	190,801	504,450	136,615	404,869	124.60%
Jan	625,390	17%	143,081	647,531	126,394	531,263	121.89%
Feb	818,404	15%	190,541	838,071	163,136	694,399	120.69%
Mar	0		0		118,084	812,483	
Apr	0		0		133,946	946,429	
May	0		0		147,762	1,094,191	
Jun	0		0		135,815	1,230,006	
Jul	0		0		135,173	1,365,179	
Aug	0		0		157,655	1,522,834	
Sep	0		0		142,166	1,665,000	



-
6. Review and consider taking action authorizing staff to negotiate a contract with Bella Media Production Studio.





Proposal for City of Richmond

Written by Robert at Bella.Media

Telling The Richmond Story

We are story tellers. Richmond has an exceptionally engaging and interesting story to tell. To capture the energy of the new, the importance of the past, and the excitement of what is next, you need professionally edited quality content, that turns a typical social media post or brochure into the next chapter in the Richmond story.

Bella Media wants to partner with Richmond to create engaging content that is informative, educational and consistent. Our commitment is to tell the Richmond story with accuracy and flair. We will develop content that reflects the community attributes, business partners, and brand of Richmond through creative use of video and still images paired with professionally written copy. We will consistently post the content to your social media platforms with the frequency needed to keep the story moving forward.

<https://vimeo.com/274950583>

The Richmond video above was our first project for Richmond. We have been able to create additional video content from that initial shoot and more can be edited into promotional materials. Our proposal laid out below will detail how we can build off this effort to create a more complete program of work and best tell the Richmond story.



Doing Things Differently

Bella Media is a small business that has grown into a full-service marketing firm, but we still value each client as if they are our only partner. We have grown because we keep it simple and understand your time is valuable. You want to hand this over to a professional team and have the confidence the work is being done, generating the desired results, and telling the story on a continual basis. That is what we do. You see the results and reap the value.

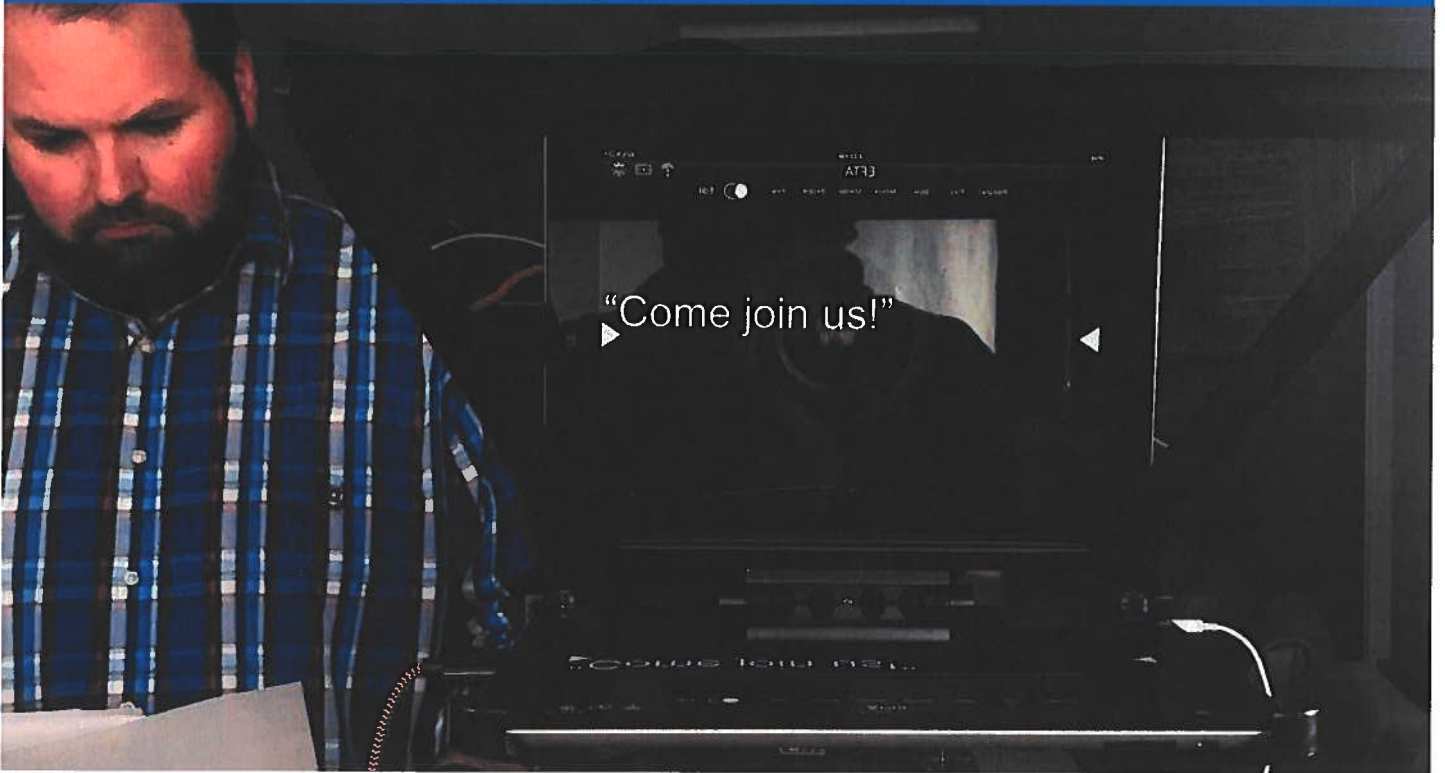
The process is easy to understand. We will take a snapshot of your current engagement levels and assess your current communication strategies in terms of content and copy. We will define priorities, audiences, and outcome goals therefore establishing a system whereby you give us the feedback we need to best interpret the Richmond brand and message.

- Still Ads with your Signature Design, Copy, and Professional Photography
- Video Ads with your Signature Design, Copy, and Professional Videography
- Business Spotlight Videos & Still Ads
- Community Event Promotional Videos & Still Ads
- Community Announcements
- Magazine Advertisement Design
- Copy Writing
- Press Release Packs
- Original content with imagery
- Boosted Posts (optional)
- YouTube Optimization (optional)
- LinkedIn Optimization (optional))

You will be given monthly reports to monitor progress (or as requested) and we will adjust along the way.

Relax. **We have you covered.**

Targeting The Story & The Audience



Before any successful story can be written, we must understand the audience. We will do an initial consultation with you to best understand your audience and what communication goals you want to accomplish. Our initial conversations indicated you are targeting your existing citizens and those living in the region to better amplify Richmond's assets. Priority should be given to Richmond's newer residents and communities that have developed in recent years in and around Richmond. With that direction, we believe your assets and messaging should include:

- Job Growth
- Business/Company Expansion & Growth
- Residential Communities & Residential Assets
- Local Schools
- Parks & Recreation
- Logistics to Houston & Surrounding Areas
- History of Richmond
- Community Events
- Community Announcements
- Shopping & Dining
- And so much more...

To engage the community, create consistent engagement via a relationship between the storyteller and the audience, we believe you must have consistent and quality communication.

We follow the belief that ***Consistent Communication Precedes Consistent Engagement***, and we will develop our strategy for Richmond around this principle.

Utilizing Facebook, Instagram & YouTube (optional), we will create a relationship with the targeted audiences and engage them in your story, which will engage them in Richmond.



Choosing Words Wisely

To effectively tell a story, the words and images used mean everything. An orange is just an orange until you creatively describe how it looks, feels, and tastes; next, you explain where it came from and how the person who now has the orange feels. The story is in the content and the creative use of words and images.

Defining the content and delivering it with your brand voice takes skill and a team of professionals dedicated to each story.

In our monthly strategy meeting with Richmond, we will outline the target month's priorities and establish which content to capture. Our team of creatives will develop an ad schedule and write copy for the stories to be captured.

To support the ad calendar, we will set aside 1 full day per month to capture on site media to be used for the following month. On that day we will build your media library with stock video (ground & drone), interviews & professional photography. Based upon that footage and your identified target audiences and messaging, we will build your month's ads. This process will always be one month ahead, ensuring the content is ready and usable before the month begins, eliminating last minute decisions and concerns.

Below is a sample schedule and outline of the typical month:

- A 30-minute monthly strategy session (in person or video call) with Bella Media to review the last month and to plan the next month
 - Review the previous month
 - Confirm the target audience & the messaging

- Determine what is happening in the city during the next month that is not evergreen content
- What new areas can be promoted
- Nail down objectives and highlights
- Plan the next month's strategy, talking points & media capture day
- A concept schedule for a 4-week social media campaign delivered electronically
- Example posts written, designed & mocked up for your approval
- An online proposal for next month's posts content for your approval
- Approved content (video/graphic/copy) posted to your social media pages at the frequency laid out in the terms
- Weekly call from Bella Media to assess and update as needed



IMPORTANT TIP

The best social media content is video.

Not only does Google own Youtube and heavily prioritizes its content, but video content gets over 50% more engagement than static images.

We can utilize both platforms for maximum results!

Plan of Action



Onboarding

Once the decision is made to place your confidence in Bella Media to tell the Richmond story, we will schedule our first meeting. As you are aware, social media is ever evolving and will require changes based on the metrics and data analysis, and our team of professionals will provide updates to strategy and planning as conditions warrant.



Our Timeline

STEP 1

Meet and determine the first month's strategy & stories. Use the rest of the week to compile next month's messaging.

STEP 2

Receive messaging from Richmond and schedule our first media shoot day. Bella Media begins writing copy.

STEP 3

Media presented and revisions take place.

DISTRIBUTION BEGINS

Evaluate Results & Repeat Steps

Investing In The Story



We are different than the big advertising firms. We believe in ourselves and bet on our outcomes.

We ask for a quarterly commitment that automatically renews every quarter. To terminate, which we do not believe you will want to do, we just require 30-day notice. Our commitment to Richmond is based on building a relationship and that requires communication. We are always here to answer questions and make adjustments to support you and your outcome goals.

MEDIA MANAGEMENT PACKAGE

3 Month Minimum

\$8,500 /month

INCLUDES:

SOCIAL MEDIA MANAGER

The media manager will go over your monthly

messaging and map out a minimum of 15 posts per month to Facebook and Instagram platforms. This will be static, video and/or graphic posts. These are organic posts (non-boosted). After posts are made, it will be Richmond that monitors and interacts with comments.

VIDEO PRODUCTION

Once a month our crew will spend a full day capturing media in Richmond. This includes interviews, beauty shots, drone footage and any other video needed for our monthly needs.

VIDEO POST PRODUCTION

Editing videos set in the calendar by the Social Media Strategist.

PROFESSIONAL PHOTOGRAPHY

Once a month our photographer will spend a full day (with the video crew) capturing professional photography in Richmond. This includes interviews, beauty shots, drone photos and any other photos needed for our monthly needs.

PHOTOGRAPHY PROCESSING

Editing photos and uploading to the Richmond online portfolio. Over time you will have a huge personalized stock library to pull from. Unlimited High resolution images can be downloaded anytime.

GRAPHIC DESIGN SERVICES

Creation of static ads, graphics & magazine ads set in the calendar by the Social Media Strategist.

COPY WRITING

With your direction, our copy writer will create all content needed for video and static ads set in the calendar by the Social Media Strategist. This includes 1 Press Release per quarter.

OPTIONAL SERVICES

YOUTUBE OPTIMIZATION

OPTIONAL

Every video we create will be uploaded to your YouTube page and appropriate tags will be assigned to each video. This helps your content become more searchable and allows click throughs to your other videos. It promotes a longer engagement with your audience.

\$250 /month

LINKEDIN MANAGEMENT / OPTIMIZATION

OPTIONAL

This platform is very different from the others. Each post will require a different type of content and copy geared toward this audience.

\$1,500 /month

BOOSTED POSTS**OPTIONAL**

This allows us to target a specific message to a specific audience. Example: If you wanted to target a certain neighborhood and promote an event, this would be the way to do that.

\$600 /month

Monthly Total \$8,500/month

"You hit that one out of the park! In a short time the video has already reached almost 600,000 people on Facebook and everyone I have spoken to has been blown away"

- Scott Seifert | Fire Chief, Spring Fire Department

Let's Begin!



We'd love to get started and have you onboard as a client.

No Paper, **No Fuss**

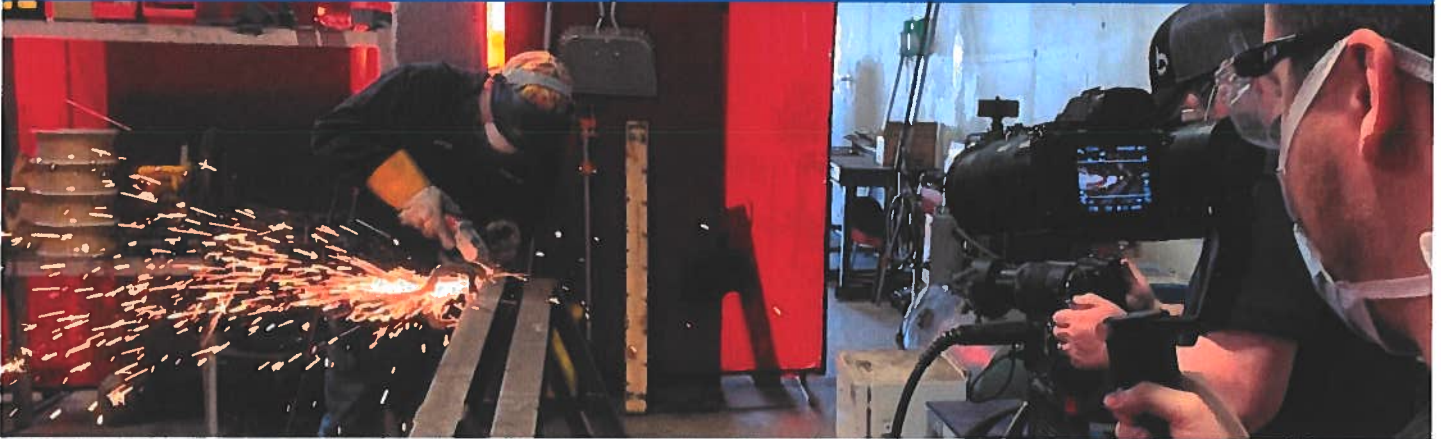
1. Simply type your name in the box below and click '**Sign Proposal**'.
2. We'll invoice you for your first month.
3. We'll schedule our first strategy session.

We can't wait to show you results!

Robert Harrington
Owner / Bella.Media

We're ready to go, are you?

Portfolio Samples



A client story **you can relate to.**

<https://vimeo.com/379283617>

The **City of Brenham**

The Economic Developer for the city of Brenham reached out to us and wanted to create promotional video for their new website. We wrote the copy for the video, made the website banner video, and 6 other business spotlight films.

Then, we returned and captured footage for over a dozen community events. This means - we already have the footage for the promotion of all 2021 events!

Above is the main promo that we started with.

Something Different

<https://vimeo.com/489901271>

Williamson County

Williamson County wanted to use on screen talent for their first Economic Development video with us. Incorporating an onscreen "host" is a direction we can explore for Richmond when it comes to topics like dining or shopping.

The shoot went so well with Williamson, we are currently creating a custom video for each page of their website.

What's unique about Richmond?

<https://vimeo.com/332656667>

PEARLAND ATHLETICS

This was just one of the many specific topics we covered for the city of Pearland.

Highlighting niche attraction categories is definitely something we should consider for Richmond.

We're Open!

<https://vimeo.com/419071439>

Small Business Shutdown

With Covid-19 hurting so many businesses, Old Town Spring wanted their local customers to know the moment shops were opening. Bella Media was able to create this fun piece quickly and post on social media to bring in the shoppers.

Sometimes you will need a quick turn around and we will deliver.

Terms and Conditions

This Agreement for design services is between Designer Name ("Bella Media"), and Client Name (City of Richmond), for the performance of the services described in the proposal sent to Client on Proposal delivery date 3/2021. The parties, therefore, agree as follows:

Basic Terms and Conditions

1. DEFINITIONS

As used herein and throughout this Agreement:

1.1 Agreement means the entire content of this Basic Terms and Conditions document, the Proposal document(s), Schedule A, together with any other Supplements designated below, together with any exhibits or schedules hereto.

1.2 Client Content means all materials, information, photography, writings and other creative content provided by Client for use in the preparation of and/or incorporation in the Deliverables.

1.3 Copyrights means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under US Copyright Law.

1.4 Deliverables means the services and work product specified in the Proposal to be delivered by Designer to Client, in the form and media specified in the Proposal.

1.5 Designer Tools means all design tools developed and/or utilized by Designer in performing the Services, including without limitation pre-existing and newly developed software including source code, Web authoring tools, type fonts, and application tools, together with any other software, or other inventions whether or not patentable, and general non-copyrightable concepts such as website design, architecture, layout, navigational and functional elements.

1.6 Final Art means all creative content developed or created by Designer, or commissioned by Designer, exclusively for the Project and incorporated into and delivered as part of the Final Deliverables, including and by way of example, not limitation, any and all visual designs, visual elements, graphic design, illustration, photography, animation, sounds, typographic

treatments and text, modifications to Client Content, and Designer's selection, arrangement and coordination of such elements together with Client Content and/or Third Party Materials.

1.7 Final Deliverables means the final versions of Deliverables provided by Designer and accepted by Client.

1.8 Preliminary Works means all artwork including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents developed by Designer and which may or may not be shown and or delivered to Client for consideration but do not form part of the Final Art.

1.9 Project means the scope and purpose of the Client's identified usage of the work product as described in the Proposal.

1.10 Services means all services and the work product to be provided to Client by Designer as described and otherwise further defined in the Proposal.

1.11 Third Party Materials means proprietary third party materials which are incorporated into the Final Deliverables, including without limitation stock photography or illustration.

1.12 Trademarks means trade names, words, symbols, designs, logos or other devices or designs used in the Final Deliverables to designate the origin or source of the goods or services of Client.

2. PROPOSAL

The terms of the Proposal shall be effective for 30 days after presentation to Client. In the event this Agreement is not executed by Client within the time identified, the Proposal, together with any related terms and conditions and deliverables, may be subject to amendment, change or substitution.

3. FEES AND CHARGES

3.1 Fees. In consideration of the Services to be performed by Designer, Client shall pay to Designer fees in the amounts and according to the payment schedule set forth in the Proposal, and all applicable sales, use or value-added taxes, even if calculated or assessed subsequent to the payment schedule.

3.2 Expenses. Client shall pay Designer's expenses incurred in connection with this Agreement as follows: (a) incidental and out-of-pocket expenses including but not limited to costs for telephone calls, postage, shipping, overnight courier, service bureaus, typesetting, blueprints, models, presentation materials, photocopies, computer expenses, parking fees and tolls, and taxis at cost plus Designer's standard markup of 30%, and, if applicable, a mileage reimbursement

at .38 cents per mile; and (b) travel expenses including transportation, meals, and lodging, incurred by Designer with Client's prior approval.

3.3 Additional Costs. The Project pricing includes Designer's fee only. Any and all outside costs including, but not limited to, equipment rental, photographer's costs and fees, photography and/or artwork licenses, prototype production costs, talent fees, music licenses and online access or hosting fees, will be billed to Client unless specifically otherwise provided for in the Proposal.

3.4 Invoices. All invoices are payable within 30 days of receipt. A monthly service charge of 3% is payable on all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. Client shall be responsible for all collection or legal fees necessitated by lateness or default in payment. Designer reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding Additional Costs, Taxes, Expenses, and Fees, Charges, or the costs of Changes.

4. CHANGES

4.1 General Changes. Unless otherwise provided in the Proposal, and except as otherwise provided for herein, Client shall pay additional charges for changes requested by Client which are outside the scope of the Services on a time and materials basis, at Designer's standard hourly rate of Designer's Hourly Rate per hour. Such charges shall be in addition to all other amounts payable under the Proposal, despite any maximum budget, contract price or final price identified therein. Designer may extend or modify any delivery schedule or deadlines in the Proposal and Deliverables as may be required by such Changes.

4.2 Substantive Changes. If Client requests or instructs Changes that amount to a revision of at least 15% of the time required to produce the Deliverables, and or the value or scope of the Services, Designer shall be entitled to submit a new and separate Proposal to Client for written approval. Work shall not begin on the revised services until a fully signed revised Proposal and, if required, any additional retainer fees are received by Designer.

4.3 Timing. Designer will prioritize performance of the Services as may be necessary or as identified in the Proposal, and will undertake commercially reasonable efforts to perform the Services within the time(s) identified in the Proposal. Client agrees to review Deliverables within the time identified for such reviews and to promptly either, (i) approve the Deliverables in writing or (ii) provide written comments and/or corrections sufficient to identify the Client's concerns, objections or corrections to Designer. The Designer shall be entitled to

request written clarification of any concern, objection or correction. Client acknowledges and agrees that Designer's ability to meet any and all schedules is entirely dependent upon Client's prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to the Proposal and that any delays in Client's performance or Changes in the Services or Deliverables requested by Client may delay delivery of the Deliverables. Any such delay caused by Client shall not constitute a breach of any term, condition or Designer's obligations under this Agreement.

4.4 Testing and Acceptance. Designer will exercise commercially reasonable efforts to test Deliverables requiring testing and to make all necessary corrections prior to providing Deliverables to Client. Client, within 5 business days of receipt of each Deliverable, shall notify Designer, in writing, of any failure of such Deliverable to comply with the specifications set forth in the Proposal, or of any other objections, corrections, changes or amendments Client wishes made to such Deliverable. Any such written notice shall be sufficient to identify with clarity any objection, correction or change or amendment, and Designer will undertake to make the same in a commercially timely manner. Any and all objections, corrections, changes or amendments shall be subject to the terms and conditions of this Agreement. In the absence of such notice from Client, the Deliverable shall be deemed accepted.

5. CLIENT RESPONSIBILITIES

Client acknowledges that it shall be responsible for performing the following in a reasonable and timely manner:

- (a) coordination of any decision-making with parties other than the Designer;
- (b) provision of Client Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation, unless otherwise expressly provided in the Proposal; and
- (c) final proofreading and in the event that Client has approved Deliverables but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, Client shall incur the cost of correcting such errors.

6. ACCREDITATION/PROMOTIONS

All displays or publications of the Deliverables shall bear accreditation and/or copyright notice in Designer's name in the form, size and location as incorporated by Designer in the Deliverables, or as otherwise directed by Designer. Designer retains the right to reproduce, publish and display the Deliverables in Designer's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional

advancement, and to be credited with authorship of the Deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the Project and, if applicable, the services provided to the other party on its website and in other promotional materials, and, if not expressly objected to, include a link to the other party's website.

7. CONFIDENTIAL INFORMATION

Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party, including without limitation Preliminary Works ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the Proposal except as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

8. RELATIONSHIP OF THE PARTIES

8.1 Independent Contractor. Designer is an independent contractor, not an employee of Client or any company affiliated with Client. Designer shall provide the Services under the general direction of Client, but Designer shall determine, in Designer's sole discretion, the manner and means by which the Services are accomplished. This Agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. Designer and the work product or Deliverables prepared by Designer shall not be deemed a work for hire as that term is defined under Copyright Law. All rights, if any, granted to Client are contractual in nature and are wholly defined by the express written agreement of the parties and the various terms and conditions of this Agreement.

8.2 Designer Agents. Designer shall be permitted to engage and/or use third party designers or other service providers as independent contractors in connection with the Services ("Design Agents"). Notwithstanding, Designer shall remain fully responsible for such Design Agents' compliance with the various terms and conditions of this Agreement.

8.3 No Solicitation. During the term of this Agreement, and for a period of six (6) months after expiration or termination of this Agreement, Client agrees not to solicit, recruit, engage or otherwise employ or retain, on a full-time, part-time,

consulting, work-for-hire or any other kind of basis, any Designer, employee or Design Agent of Designer, whether or not said person has been assigned to perform tasks under this Agreement. In the event such employment, consultation or work-for-hire event occurs, Client agrees that Designer shall be entitled to an agency commission to be the greater of, either (a) 25 percent of said person's starting salary with Client, or (b) 25 percent of fees paid to said person if engaged by Client as an independent contractor. In the event of (a) above, payment of the commission will be due within 30 days of the employment starting date. In the event of (b) above, payment will be due at the end of any month during which the independent contractor performed services for Client. Designer, in the event of nonpayment and in connection with this section, shall be entitled to seek all remedies under law and equity.

8.4 No Exclusivity. The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties. Client is free to engage others to perform services of the same or similar nature to those provided by Designer, and Designer shall be entitled to offer and provide design services to others, solicit other clients and otherwise advertise the services offered by Designer.

9. WARRANTIES AND REPRESENTATIONS

9.1 By Client. Client represents, warrants and covenants to Designer that

- (a) Client owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the Client Content,
- (b) to the best of Client's knowledge, the Client Content does not infringe the rights of any third party, and use of the Client Content as well as any Trademarks in connection with the Project does not and will not violate the rights of any third parties,
- (c) Client shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials, and
- (d) Client shall comply with all laws and regulations as they relate to the Services and Deliverables.

9.2 By Designer

- (a) Designer hereby represents, warrants and covenants to Client that Designer will provide the Services identified in the Agreement in a professional and workmanlike manner and in accordance with all reasonable professional standards for such services.
- (b) Designer further represents, warrants and covenants to Client that (i) except

for Third Party Materials and Client Content, the Final Deliverables shall be the original work of Designer and/or its independent contractors, (ii) in the event that the Final Deliverables include the work of independent contractors commissioned for the Project by Designer, Designer shall have secure agreements from such contractors granting all necessary rights, title, and interest in and to the Final Deliverables sufficient for Designer to grant the intellectual property rights provided in this Agreement, and (iii) to the best of Designer's knowledge, the Final Art provided by Designer and Designer's subcontractors does not infringe the rights of any party, and use of same in connection with the Project will not violate the rights of any third parties. In the event Client or third parties modify or otherwise use the Deliverables outside of the scope or for any purpose not identified in the Proposal or this Agreement or contrary to the terms and conditions noted herein, all representations and warranties of Designer shall be void.

(c) Except for the express representations and warranties stated in this agreement, designer makes no warranties whatsoever, designer explicitly disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or compliance with laws or government rules or regulations applicable to the project.

10. INDEMNIFICATION/LIABILITY

10.1 By Client. Client agrees to indemnify, save and hold harmless Designer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances Designer shall promptly notify Client in writing of any claim or suit;

(a) Client has sole control of the defense and all related settlement negotiations; and

(b) Designer provides Client with commercially reasonable assistance, information and authority necessary to perform Client's obligations under this section. Client will reimburse the reasonable out-of-pocket expenses incurred by Designer in providing such assistance.

10.2 By Designer. Subject to the terms, conditions, express representations and warranties provided in this Agreement, Designer agrees to indemnify, save and hold harmless Client from any and all damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with Designer's representations and warranties made herein, except in the event any such claims,

damages, liabilities, costs, losses or expenses arise directly as a result of gross negligence or misconduct of Client provided that

- (a) Client promptly notifies Designer in writing of the claim;
- (b) Designer shall have sole control of the defense and all related settlement negotiations; and
- (c) Client shall provide Designer with the assistance, information and authority necessary to perform Designer's obligations under this section. Notwithstanding the foregoing, Designer shall have no obligation to defend or otherwise indemnify Client for any claim or adverse finding of fact arising out of or due to Client Content, any unauthorized content, improper or illegal use, or the failure to update or maintain any Deliverables provided by Designer.

10.3 Limitation of Liability. The services and the work product of designer are sold "as is." In all circumstances, the maximum liability of designer, its directors, officers, employees, design agents and affiliates ("Designer Parties"), to client for damages for any and all causes whatsoever, and client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net profit of designer. In no event shall designer be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by designer, even if designer has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

11. TERM AND TERMINATION

11.1 This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered.

11.2 This Agreement may be terminated at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or if any party:

- (a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or
- (b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within 10 days from receipt of written notice of such breach.

11.3 In the event of termination, Designer shall be compensated for the Services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by Designer or Designer's agents as of the date of termination,

whichever is greater; and Client shall pay all Expenses, fees, out of pockets together with any Additional Costs incurred through and up to, the date of cancellation.

11.4 In the event of termination by Client and upon full payment of compensation as provided herein, Designer grants to Client such right and title as provided for in Schedule A of this Agreement with respect to those Deliverables provided to, and accepted by Client as of the date of termination.

11.5 Upon expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the Services, shall survive.

12. GENERAL

12.1 Modification/Waiver. This Agreement may be modified by the parties. Any modification of this Agreement must be in writing, except that Designer's invoices may include, and Client shall pay, expenses or costs that Client authorizes by electronic mail in cases of extreme time sensitivity. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

12.2 Notices. All notices to be given hereunder shall be transmitted in writing either by facsimile or electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall be sent to the addresses identified below, unless notification of change of address is given in writing. Notice shall be effective upon receipt or in the case of fax or email, upon confirmation of receipt.

12.3 No Assignment. Neither party may assign, whether in writing or orally, or encumber its rights or obligations under this Agreement or permit the same to be transferred, assigned or encumbered by operation of law or otherwise, without the prior written consent of the other party.

12.4 Force Majeure. Designer shall not be deemed in breach of this Agreement if Designer is unable to complete the Services or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, death, illness or incapacity of Designer or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Designer's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, Designer shall give notice to Client of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for

completion of the Services.

12.5 Governing Law and Dispute Resolution. The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and Fort Bend County without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through any forum mutually agreed to by the parties. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys' fees and costs. The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail. Client acknowledges that Designer will have no adequate remedy at law in the event Client uses the deliverables in any way not permitted hereunder, and hereby agrees that Designer shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

12.6 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

12.7 Headings. The numbering and captions of the various sections are solely for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement nor shall such headings otherwise be given any legal effect.

12.8 Integration. This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings and discussions between the parties relating to the subject matter of this Agreement. In the event of a conflict between the Proposal and any other Agreement documents, the terms of the Proposal shall control. This Agreement comprises this Basic Terms and Conditions document, the Proposal and Schedule [A/B/C] below.

By their execution, the parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the last date of signature, and each signatory represents that it has the full authority to enter into this Agreement and to bind her/his respective party to all of the terms and conditions herein.

Schedule A: Intellectual Property Provisions

1. RIGHTS TO DELIVERABLES OTHER THAN FINAL ART

1.1 Client Content. Client Content, including all pre-existing Trademarks, shall remain the sole property of Client or its respective suppliers, and Client or its suppliers shall be the sole owner of all rights in connection therewith. Client hereby grants to Designer a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the Client Content solely in connection with Designer's performance of the Services and limited promotional uses of the Deliverables as authorized in this Agreement.

1.2 Third Party Materials. All Third Party Materials are the exclusive property of their respective owners. Designer shall inform Client of all Third Party Materials that may be required to perform the Services or otherwise integrated into the Final Art. Under such circumstances Designer shall inform Client of any need to license, at Client's expense, and unless otherwise provided for by Client, Client shall obtain the license(s) necessary to permit Client's use of the Third Party Materials consistent with the usage rights granted herein. In the event Client fails to properly secure or otherwise arrange for any necessary licenses or instructs the use of Third Party Materials, Client hereby indemnifies, saves and holds harmless Designer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of Client's failure to obtain copyright, trademark, publicity, privacy, defamation or other releases or permissions with respect to materials included in the Final Art.

1.3 Preliminary Works. Designer retains all rights in and to all Preliminary Works. Client shall return all Preliminary Works to Designer within 30 days of completion of the Services and all rights in and to any Preliminary Works shall remain the exclusive property of Designer.

1.4 Original Artwork. Designer retains all right and title in and to any original artwork comprising Final Art, including all rights to display or sell such artwork. Client shall return all original artwork to Designer within 30 days of completion of the Services.

1.5 Trademarks. Upon completion of the Services and expressly conditioned upon full payment of all fees, costs and out-of-pocket expenses due, Designer assigns to Client all ownership rights, including any copyrights, in and to any artworks or designs comprising the works created by Designer for use by Client as a Trademark. Designer shall cooperate with Client and shall execute any additional documents reasonably requested by Client to evidence such assignment. Client shall have sole responsibility for ensuring that any proposed trademarks or Final Deliverables intended to be a Trademark are available for use in commerce and federal registration and do not otherwise infringe the rights of any third party.

Client hereby indemnifies, saves and holds harmless Designer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by any third party alleging any infringement arising out of Client's use and/or failure to obtain rights to use or use of the Trademark.

1.6 Designer Tools. All Designer Tools are and shall remain the exclusive property of Designer. Designer hereby grants to Client a non-exclusive, nontransferable (other than the right to sublicense such uses to Client's web hosting or internet service providers), perpetual, worldwide license to use the Designer Tools solely to the extent necessary with the Final Deliverables for the Project. Client may not directly or indirectly, in any form or manner, decompile, reverse engineer, create derivative works or otherwise disassemble or modify any Designer Tools comprising any software or technology of Designer.

2. RIGHTS TO FINAL ART

2.A Exclusive license, with modification rights:

2.3 For print AND/OR online/interactive AND/OR three-dimensional media: Designer hereby grants to Client the exclusive, perpetual and worldwide right and license to use, reproduce, adapt, modify and display the Final Art solely in connection with the Project as defined in the Proposal and in accordance with the terms and conditions of this Agreement.

2.A (2) Liquidation for unlicensed use:

Client's use of the Final Art shall be limited to the usage rights granted herein for the Project only. Use of the Final Art, Deliverables or any derivative works thereof by Client at any other time or location, or for another project or outside the scope of the rights granted herein require an additional fee and Designer shall be entitled to further compensation equal to Extra Compensation% of the original Project fee unless otherwise agreed in writing by both parties. In the event of non-payment, Designer shall be entitled to pursue all remedies under law and equity.

OR

2.B Assignment:

Upon completion of the Services, and expressly subject to full payment of all fees, costs and expenses due, Designer hereby assigns to Client all right, title and interest, including without limitation copyright and other intellectual property rights, in and to the Final Art. Designer agrees to reasonably cooperate with Client and shall execute any additional documents reasonably necessary to evidence such assignment.

The following 3 supplements can be added to the agreement as needed: Supplement 1 Print-Specific Terms and Conditions, Supplement 2 Interactive-Specific Terms and Conditions and Supplement 3 Environmental-Specific Terms and Conditions. Delete the supplements that are not being added to the agreement or refer to the appropriate branched document: <https://www.docracy.com/doc/versions?docId=2811>

Supplement 1: Print-specific Terms and Conditions

1. Samples. Client shall provide Designer with Number of samples of samples of each printed or published form of the Final Deliverables, for use in Designer's portfolio and other self- promotional uses. Such samples shall be representative of the highest quality of the work produced.

2. Finished Work. The printed work, and the arrangement or brokering of the print services by Designer, shall be deemed in compliance with this Agreement if the final printed product is within the acceptable variations as to kind, quantity, and price in accordance with current or standard trade practices identified by the supplier of the print and print-related services. Whenever commercially reasonable and if available, Designer shall provide copies of the current or standard trade practices to Client. Notwithstanding, Designer shall have no responsibility or obligation to negotiate changes or amendments to the current or standard trade practices.

Supplement 2: Interactive-specific Terms and Conditions

1. SUPPORT SERVICES

1.1 Warranty Period. "Support Services" means commercially reasonable technical support and assistance to maintain and update the Deliverables, including correcting any errors or Deficiencies, but shall not include the development of enhancements to the Project or other services outside the scope of the Proposal. During the first Months covered by Warranty months following expiration of this Agreement ("Warranty Period"), if any, Designer shall provide up to Hours covered by Warranty hours of Support Services at no additional cost to Client. Additional time shall be billed at Designer's regular hourly rate, then in effect upon the date of the request for additional support.

1.2 Maintenance Period. Upon expiration of the Warranty Period and at Client's option, Designer will provide Support Services for the following Months covered by Maintenance months (the "Maintenance Period") for a monthly fee of [Monthly Maintenance Fee]. The parties may extend the Maintenance Period beyond one year upon mutual written agreement.

2. ENHANCEMENTS

During the Maintenance Period, Client may request that Designer develop

enhancements to the Deliverables, and Designer shall exercise commercially reasonable efforts to prioritize Designer's resources to create such enhancements. The parties understand that preexisting obligations to third parties existing on the date of the request for enhancements may delay the immediate execution of any such requested enhancements. Such enhancements shall be provided on a time and materials basis at Designer's then in effect price for such services.

3. ADDITIONAL WARRANTIES AND REPRESENTATIONS

3.1 Deficiencies. Subject to the representations and warranties of Client in connection with Client Content, Designer represents and warrants that the Final Deliverables will be free from Deficiencies. For the purposes of this Agreement, "Deficiency" shall mean a failure to comply with the specifications set forth in the Proposal in any material respect, but shall not include any problems caused by Client Content, modifications, alterations or changes made to Final Deliverables by Client or any third party after delivery by Designer, or the interaction of Final Deliverables with third-party applications such as Web browsers other than those specified in the Proposal. The parties acknowledge that Client's sole remedy and Designer's sole liability for a breach of this Section is the obligation of Designer to correct any Deficiency identified within the Warranty Period. In the event that a Deficiency is caused by Third Party Materials provided or specified by Designer, Designers sole obligation shall be to substitute alternative Third Party Materials.

3.2 Designer Tools. Subject to the representations and warranties of the Client in connection with the materials supplied by Client, Designer represents and warrants that, to the best of Designer's knowledge, the Designer Tools do not knowingly infringe the rights of any third party, and use of same in connection with the Project will not knowingly violate the rights of any third parties except to the extent that such violations are caused by Client Content, or the modification of, or use of the Deliverables in combination with materials or equipment outside the scope of the applicable specifications, by Client or third parties.

4. COMPLIANCE WITH LAWS

Designer shall use commercially reasonable efforts to ensure that all Final Deliverables shall be designed to comply with the known relevant rules and regulations. Client, upon acceptance of the Deliverables, shall be responsible for conformance with all laws relating to the transfer of software and technology.

Supplement 3: Environmental-specific Terms and Conditions

1. PHOTOGRAPHS OF THE PROJECT

Designer shall have the right to document, photograph or otherwise record all completed designs or installations of the Project, and to reproduce, publish and display such documentation, photographs or records for Designer's promotional

purposes in accordance with Section 6 of the Basic Terms and Conditions of this Agreement.

2. ADDITIONAL CLIENT RESPONSIBILITIES

Client acknowledges that Client shall be responsible for performing the following in a reasonable and timely manner:

- (a) Communication of administrative or operational decisions if they affect the design or production of Deliverables, and coordination of required public approvals and meetings;
- (b) Provision of accurate and complete information and materials requested by Designer such as, by way of example, not limitation, site plans, building plans and elevations, utility locations, colour/material samples and all applicable codes, rules and regulation information;
- (c) Provision of approved naming, nomenclature; securing approvals and correct copy from third parties such as, by way of example, not limitation, end users or donors as may be necessary;
- (d) Final proofreading and written approval of all project documents including, by way of example, not limitation, artwork, message schedules, sign location plans and design drawings before their release for fabrication or installation. In the event that Client has approved work containing errors or omissions, such as, by way of example, not limitation, typographic errors or misspellings, Client shall incur the cost of correcting such errors;
- (e) Arranging for the documentation, permissions, licensing and implementation of all electrical, structural or mechanical elements needed to support, house or power signage; coordination of sign manufacture and installation with other trades; and
- (f) Bid solicitation and contract negotiation; sourcing, establishment of final pricing and contract terms directly with fabricators or vendors.

3. ENGINEERING

The Services shall include the selection and specifications for materials and construction details as described in the Proposal. However, Client acknowledges and agrees [that Designer is not a licensed engineer or architect, and] that responsibility for the interpretation of design drawings and] the design and engineering of all work performed under this Agreement (“Engineering”) is the sole responsibility of Client and/or its architect, engineer or fabricator.

4. IMPLEMENTATION

Client expressly acknowledges and agrees that the estimates provided in the

Proposal, at any time during the project for implementation charges such as, including, but not limited to, fabrication or installation are for planning purposes only. Such estimates represent the best judgment of Designer or its consultants at the time of the Proposal, but shall not be considered a representation or guarantee that project bids or costs will not vary. Client shall contract and pay those parties directly responsible for implementation services such as fabrication or installation ("Implementation"). Designer shall not be responsible for the quality or timeliness of the third-party Implementation services, irrespective of whether Designer assists or advises Client in evaluating, selecting or monitoring the provider of such services.

5. COMPLIANCE WITH LAWS

Designer shall use commercially reasonable efforts to ensure that all Final Deliverables shall be designed to comply with the applicable rules and regulations. However, Designer is not an expert and makes no representations or warranties in connection with compliance with such rules, codes or regulations. The compliance of the Final Deliverables with any such rule, codes or regulations shall be the responsibility of Client. Designer shall use commercially reasonable efforts to ensure the suitability and conformance of the Final Deliverables.

6. INSURANCE

Bella Media will maintain a 1 million dollar liability policy and can provide a certificate upon request for the duration of work done in Richmond.

Questions?

Contact Us | (281) 543-1702

-
7. Review and consider taking action authorize staff to advertise a request for proposals for the old fire station.

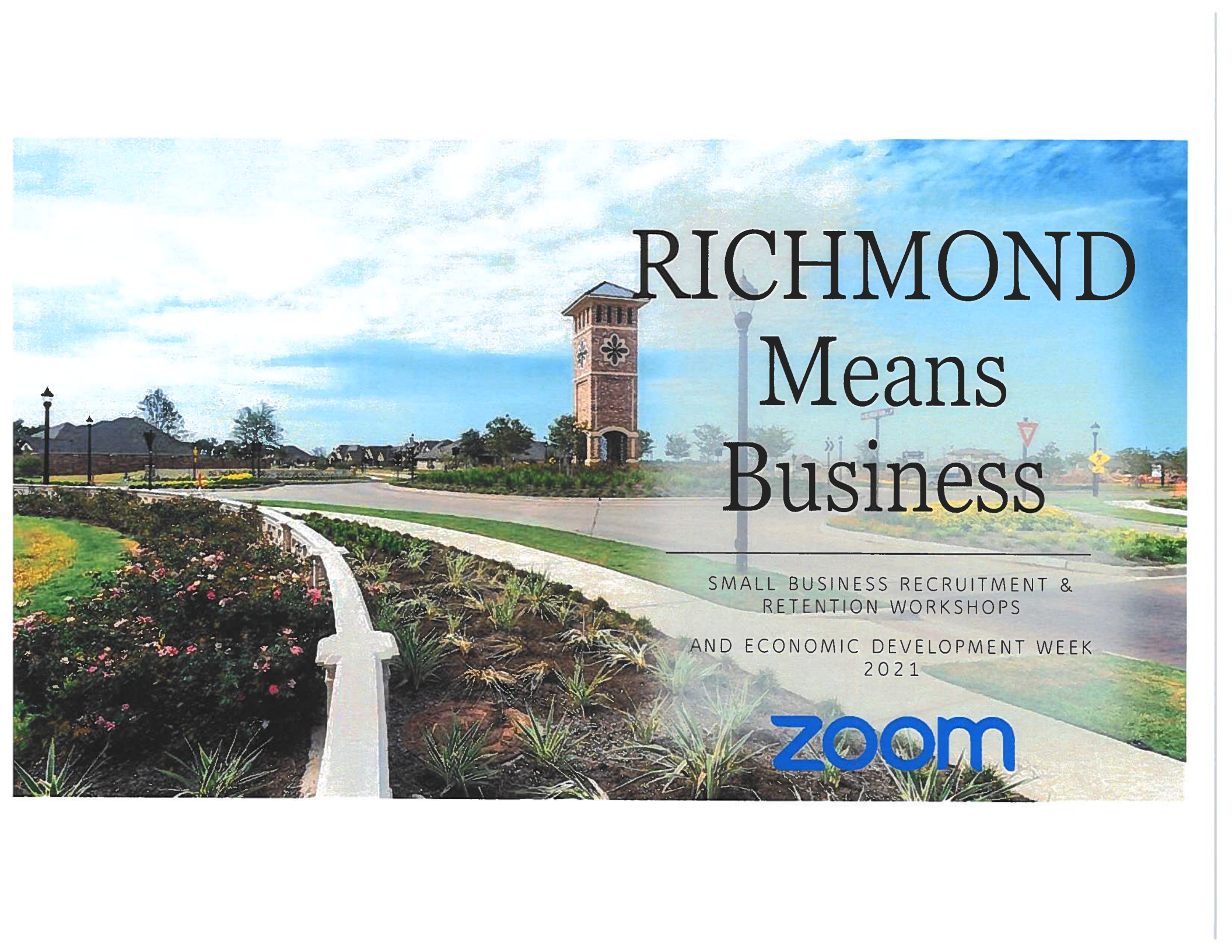


-
8. Review and consider taking action on the Spring and Summer Farmers Market.



-
9. Review and consider approving suggested workshops and discuss 2021 Economic Development Week.





RICHMOND Means Business

SMALL BUSINESS RECRUITMENT &
RETENTION WORKSHOPS

AND ECONOMIC DEVELOPMENT WEEK
2021

zoom

WEBINAR



March

Economic Development 101

This webinar is an introduction to Economic Development. This will be a very general presentation to help inform businesses and citizens of what Economic Development is.

April

“Your Business needs in a Covid environment”

This webinar is an opportunity to host the Small Business Administration and the Texas Small Business Development Center and share information about resources available to businesses during the Pandemic.

May

“Protect Your Idea”

This webinar is an introduction to how to patent ideas that you may develop and can protect it from others who seek to profit off something your business developed.

June

“So You Want to Start A Business?”

This webinar is an introduction to how to start a business and how resourceful the University of Houston Texas Gulf Coast SBDC Network is responsible for providing small business assistance to 32 counties throughout Southeast Texas. This will serve as an introduction what is available for startups.

July

“Where are the customers”

This webinar is an opportunity to use industry experts on creative ways to market and attract customers to your business.

August

“How to manage millennial employees”

This webinar is an introduction that addresses millennials in the workplace and tools to attract them and integrate them into the office.

September

“Customer Service and the Affects it has on businesses?”

This webinar is a discussion on how to improve customer service and increase return customers.

October

“Show Me The Money”

This webinar is a discussion Venture Capital funds and the types of businesses they typically invest in.

RICHMOND Economic Development Week

May 3-9

2021



INTERNATIONAL
ECONOMIC DEVELOPMENT
COUNCIL

What is Economic Development Week?

About Economic Development Week:

Economic Development Week was created by the International Economic Development Council (IEDC) in 2016 to increase awareness of local programs that create jobs, advance career development opportunities, and improve the quality of life in communities everywhere. Over the span of five years, more than 450 campaigns have been created throughout the United States and Canada, creating millions of impressions, hundreds of news stories, blog entries, videos, events and other activities.

About the International Economic Development Council:

The International Economic Development Council is a non-profit, non-partisan membership organization serving economic developers. With more than 5,000 members, IEDC is the largest organization of its kind. When we succeed, our members create high-quality jobs, develop vibrant communities, and improve the quality of life in their regions. IEDC's programs offer world-class professional development, accreditation, research and advocacy

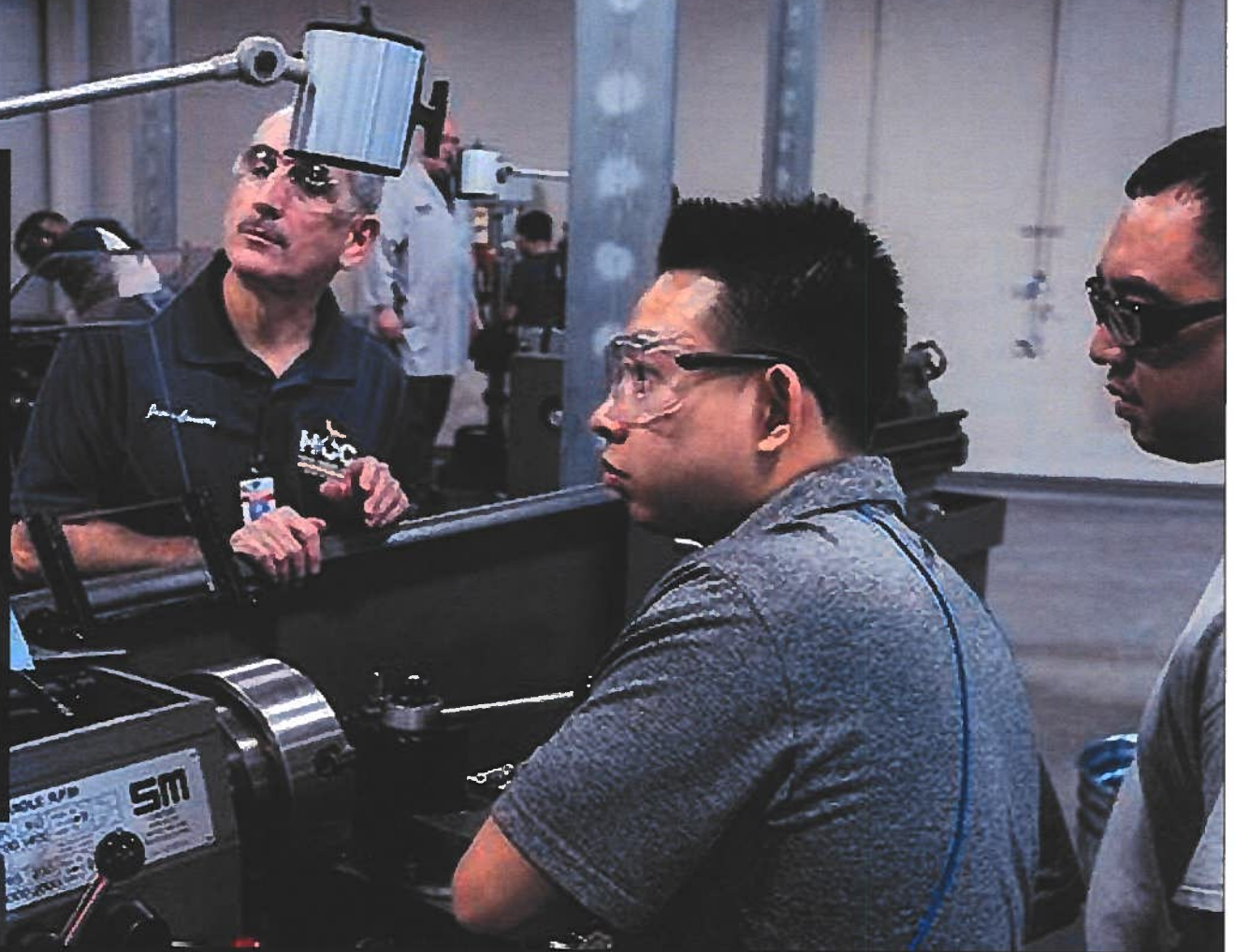
Social Media Presence

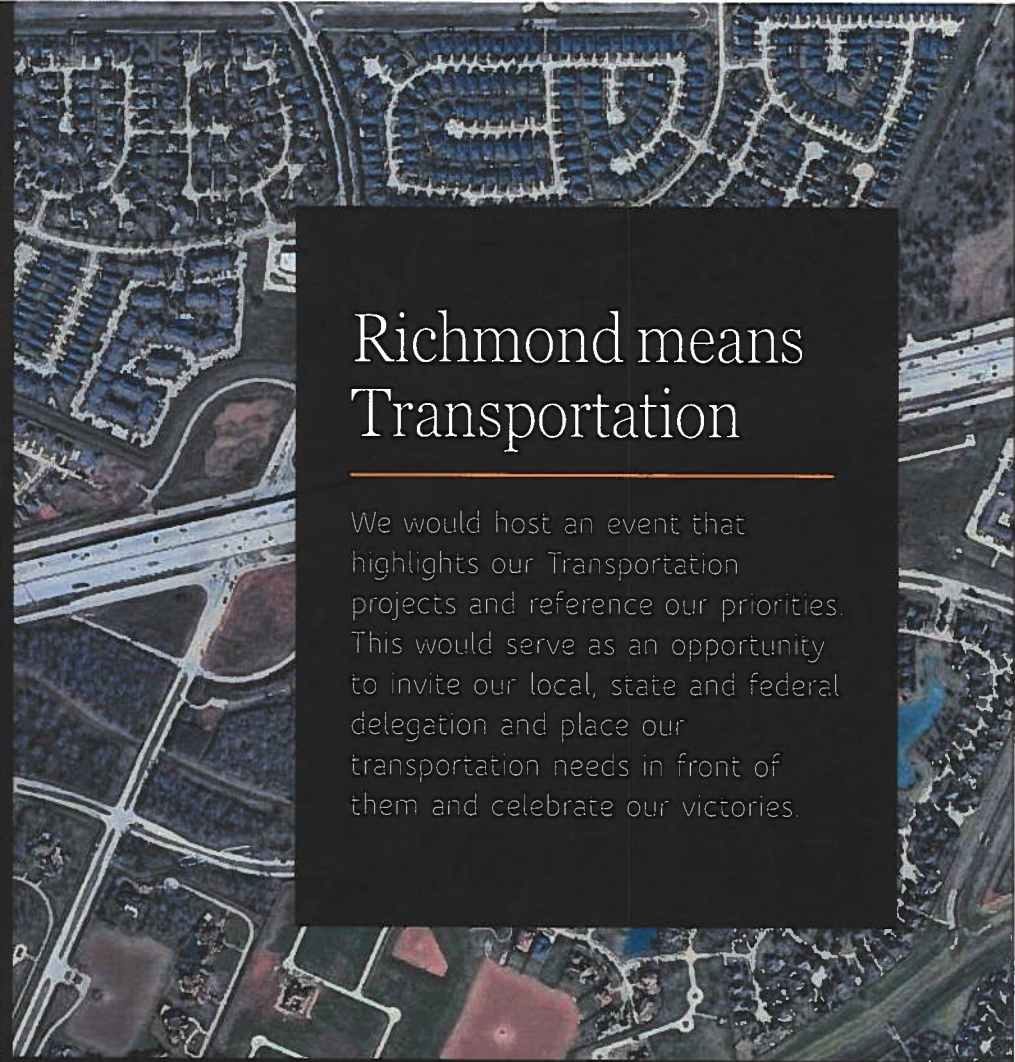
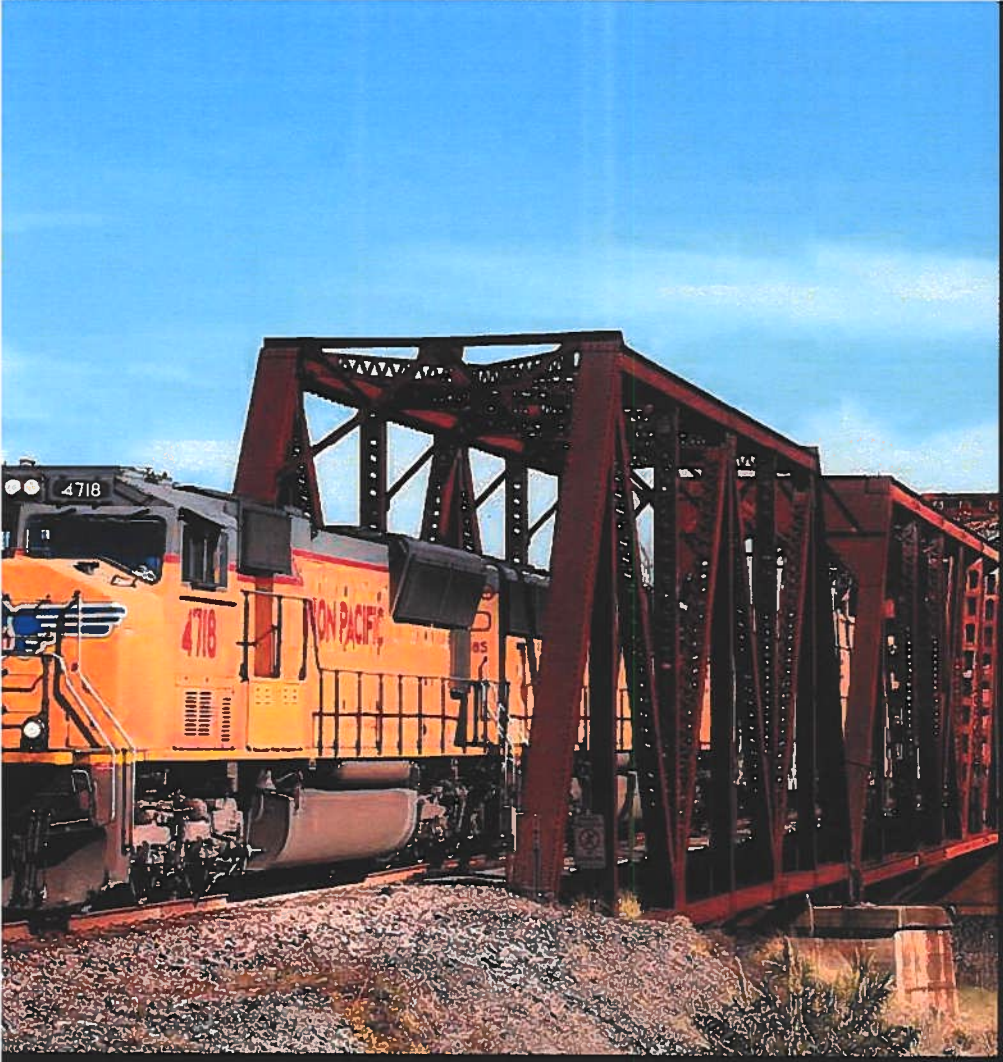
We will engage our businesses and partners and provide them with guidelines to interact positively across our social media platforms. We will push for our citizens and businesses to share photos and videos on Twitter, Instagram, Facebook, and LinkedIn about their favorite Richmond business and why they love our community. We will ask them to use official hashtags (#EconDevWeek, #RichmondTXEDWeek and #EDW2021) so that our peers across the country see our postings. Using the official hashtag also allows IEDC to share, repost and retweet our messages at IEDC and broadcast our message to our audience.



Richmond means Workforce

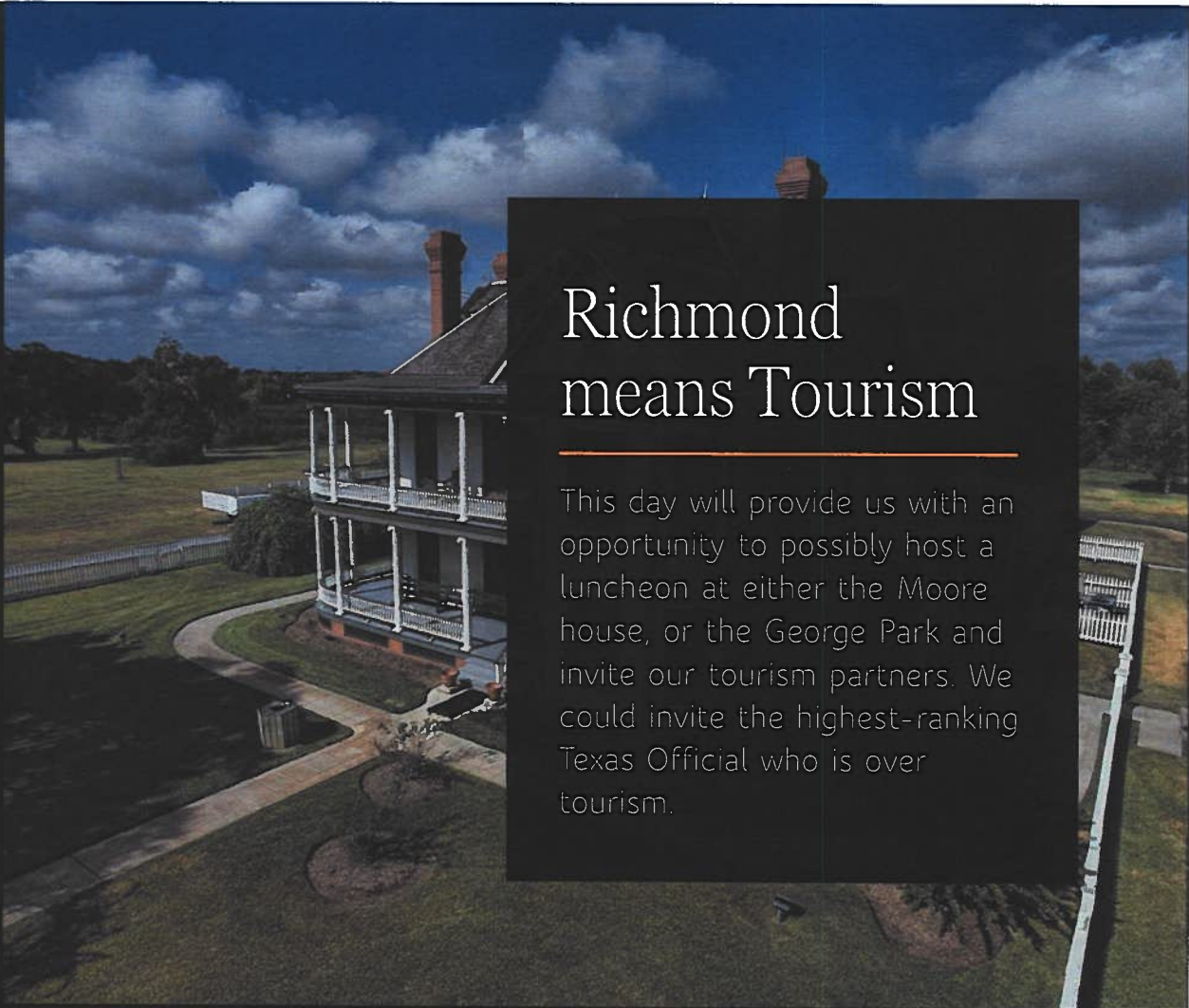
This particular day we would host either a career fair/ workforce assistance or host a virtual best practices for both the employer and potential employee.





Richmond means Transportation

We would host an event that highlights our Transportation projects and reference our priorities. This would serve as an opportunity to invite our local, state and federal delegation and place our transportation needs in front of them and celebrate our victories.



Richmond means Tourism

This day will provide us with an opportunity to possibly host a luncheon at either the Moore house, or the George Park and invite our tourism partners. We could invite the highest-ranking Texas Official who is over tourism.



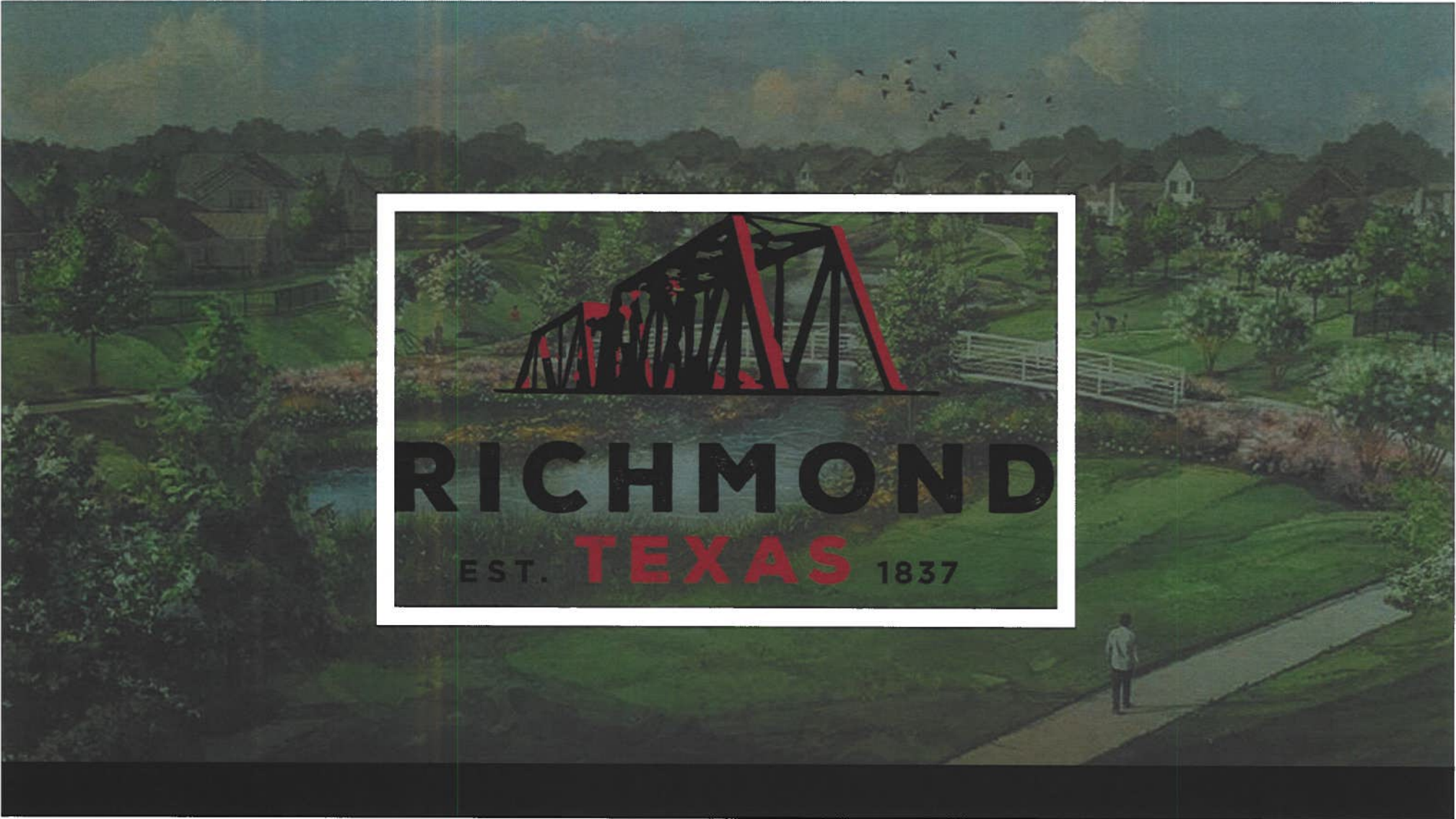
Richmond means Downtown

We would use this day to push our support downtown initiative. We could ensure that our businesses are open and inviting and that there is a live after 5 type of atmosphere that we create with a live band and a very small feature. If COVID is taking place, we would identify how to do something online.

Richmond means Business

This is a great opportunity to get the District director along with the Chamber to host a small business luncheon and discuss the small business opportunities and assistance. This can also be a webinar online should Covid worsen.





10. Review and consider taking action on the budget revision for the Retail Coach Initiative.



RICHMOND
DEVELOPMENT CORPORATION OF RICHMOND

CITY OF RICHMOND
 REVENUE AND EXPENSE REPORT (UNAUDITED)
 AS OF: FEBRUARY 28TH, 2021

85 -DEVELOPMENT CORPORATION

41.67% OF FISCAL YEAR

DEVELOPMENT CORP

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR-TO-DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
5400-40650 TRAVEL AND TRAINING	13,055.00	0.00	0.00	0.00	13,055.00
5400-40750 OFFICE SUPPLIES	0.00	132.93	1,579.84	0.00	(1,579.84)
5400-40800 POSTAGE	0.00	0.00	0.00	0.00	0.00
5400-41650 PERIODICALS AND MEMBERSHIPS	18,000.00	0.00	9,750.00	54.17	8,250.00
5400-42250 CONTRACTED SERVICES	176,508.00	1,931.16	116,997.86	66.28	59,510.14
5400-42500 ADVERTISING	110,479.00	3,550.00	40,277.19	36.46	70,201.81
5400-42850 MISCELLANEOUS EXPENSE	22,540.00	0.00	0.00	0.00	22,540.00
5400-42900 CAPITAL OUTLAY	50,000.00	0.00	0.00	0.00	50,000.00
5400-43000 BOND REDEMPTION	0.00	0.00	0.00	0.00	0.00
5400-43050 INTEREST EXPENSE	0.00	0.00	0.00	0.00	0.00
5400-43100 AGENCY FEES	0.00	0.00	0.00	0.00	0.00
5400-43150 TRANSER TO OTHER FUNDS	253,988.00	0.00	63,497.00	25.00	190,491.00
5400-43400 CITY OF RICHMOND REIMB ALLOC	648,056.00	0.00	151,840.96	23.43	496,215.04
5400-43500 RICHMOND HISTORIC DISTRICT	50,000.00	15.96	9,834.69	19.67	40,165.31
5400-43505 GATEWAY/WAYFINDING INVESTMENTS	0.00	0.00	0.00	0.00	0.00
5400-43511 PUBLIC TRANSPORTATION	75,000.00	0.00	75,000.00	100.00	0.00
5400-43521 WAYSIDE HORNS	1,072,000.00	0.00	94,633.98	8.83	977,366.02
5400-43525 TX DOT - 359 OVERPASS	0.00	0.00	0.00	0.00	0.00
5400-43530 TSTC COMMITMENT	100,000.00	0.00	100,000.00	100.00	0.00
5400-43535 LAMAR STREET EXTENSION	0.00	0.00	0.00	0.00	0.00
5400-43536 N. 10TH ST ROW ACQUISITION	300,000.00	0.00	99.57	0.03	299,900.43
5400-43537 WESSENDORFF PARK	0.00	0.00	0.00	0.00	0.00
5400-43538 DOWNTOWN IMPROVEMENT GRANT	75,000.00	0.00	0.00	0.00	<u>75,000.00</u>
5400-43539 2ND ST FARMERS MARKET PAVILION	0.00	0.00	0.00	0.00	0.00
5400-43540 DOWNTOWN DRAINAGE IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
5400-43541 WATER TOWER LIGHTING PROJECT	0.00	0.00	0.00	0.00	0.00
5400-43542 MYRTLE STREET PROJECT	351,420.00	0.00	2,872.36	0.82	348,547.64
5400-43543 SIGNAGE GRANT PROJECT	25,000.00	0.00	0.00	0.00	<u>25,000.00</u>
5400-44251 SALES TAX INCENTIVE AGREEMENTS	<u>130,000.00</u>	<u>0.00</u>	<u>130,000.00</u>	<u>100.00</u>	<u>0.00</u>
TOTAL DEVELOPMENT CORP	3,471,046.00	5,630.05	796,383.45	22.94	2,674,662.55
=====					
TOTAL EXPENDITURES	3,471,046.00	5,630.05	796,383.45	22.94	2,674,662.55

*** END OF REPORT ***

11. Review and consider taking action on the budget revision for the downtown railing.



-
12. Consider and take action on recommendations for future agenda items.



RICHMOND
DEVELOPMENT CORPORATION OF RICHMOND

13. Excuse from Attendance at Regular DCR Meeting.



14. Adjournment



MOVIES IN WESSENDORFF PARK

Free Outdoor Films

On Scheduled Fridays listed below,
in Wessendorff Park - 500 Preston St.

March 5th National Treasure
April 2nd Hop
May 7th Mary Poppins Returns
June 4th Footloose
July 2nd Jurassic Park
August 6th Wizard of Oz
September 3rd Field of Dreams
October 29th Ghostbusters
November 19th Free Birds
December 3rd Elf

*Films start at Dark. Dates are subject to change
due to weather. Bring your own chairs.




FREE POPCORN AND DRINKS*



**While
supplies last.*



 Search 'City of Richmond, Texas' on Facebook to like our page for future Movies in Wessendorff park updates.