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



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

PUBLIC NOTICE OF MEETING

A meeting of the Board of Directors of the Development Corporation of Richmond <u>will be held</u> at the Commission Chamber, Richmond City Hall Annex, 600 Morton Street, Richmond, Texas, on the 10th day of August 2021 commencing at 6:00 p.m. and

via Video Conference call (pursuant to Texas Government Code, Section 551.127) Join Zoom Meeting

https://us06web.zoom.us/j/84919274096

Meeting I<mark>D: 849 1927 4096</mark>

One tap mobile

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to consider the following:

A quorum of the City Commission may be present at this meeting.

- 1. Call to Order.
- 2. Recite the Pledge of Allegiance to the U.S. Flag and Texas Flag.

- 3. 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.)
- 4. Review and consider taking action on the minutes of the regular meeting held on July 13, 2021.
- 5. Review Financial Reports through July 31, 2021.
- 6. Review and consider taking action on the Farmer's Market agreement.
- 7. Review and consider taking action on addressing traffic safety concerns on FM 359 near entrance of Frank's Nursery.
- 8. Report of activities of Economic Development Director.
 - A. Bella Media
 - B. Retail Coach
- 9. Consider taking action on requests for future agenda items.
- 10. Excuse from Attendance at Regular DCR Meeting.
- 11. Adjourn to Executive Session, as authorized by Texas Government Code, Section 551.087, Deliberation Regarding Economic Development Negotiations.

EXECUTIVE SESSION

In accordance with Chapter 551, Government Code, Vernon's Texas Code Annotated (V.T.C.A.) (Open Meetings Law), "The Board of Directors may meet in a Closed Executive Meeting pursuant to provisions of the Open Meetings Law, Chapter 551, Government Code, V.T.C.A. in accordance with the authority contained in the following section"; Section 551.087, Deliberation Regarding Economic Development Negotiations.

- A. Project Slice
- B. Project Battleship

OPEN MEETING

DEVELOPMENT CORPORATION OF RICHMOND

12. Reconvene into Open Meeting, and take action on items, if necessary.

13. Adjournment

If, during the course of the meeting covered by this Agenda, the Board shall determine than an executive session of the Board, should be held or is required in relation to any item included in this Agenda, then such executive session, as authorized by the Texas Open Meetings Act, will be held by the Board at the date, hour, and place given in this Agenda concerning any and all subjects and for any and all purposes permitted by Sections 551.071-551.090 of the Texas Government Code, including, but not limited to, Section 551.071 for purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized bylaw.

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

The Development Corporation of Richmond (DCR) meetings are available to all persons regardless of disability. This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations, should you require special assistance, must be made 48 hours prior to this meeting. Braille is not available. Please contact the City Secretary's office at (281) 342-5456 for needed accommodations.

I certify that the above notice of meeting was posted on a bulletin board located at a place convenient to the public in the City Hall, Richmond, Texas, on the $6^{\,\rm th}$ day of August 2021, at ___ a.m./p.m.

Laura Scarlato City Secretary





August 10, 2021 Board Meeting

1. Call to Order.



August 10, 2021 Board Meeting

2. Recite the Pledge of Allegiance to the U.S. Flag and Texas Flag.

The Pledge of Allegiance

I pledge allegiance to the flag of the United States of America

And to the Republic for which it stands, one Nation

Under God, indivisible, with liberty and justice for all.

Pledge to the Texas Flag

Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.



August 10, 2021 Board Meeting

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



August 10, 2021 Board Meeting

4. Review and consider taking action on the minutes of the regular meeting held on July 13, 2021.



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 July 13, 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 Treasurer, Terry Gaul Verge Greenwood - **Absent** Terri Vela, City Manager Economic Development Director "ED", Jerry Jones

President Joe Bonham proceeded to call the meeting to order at 6:00 p.m. The meeting was broadcast via video conference call. All members of the public may participate in the meeting and via video conference call.

There was a quorum present.

The Pledge of Allegiance to the U.S. flag and Texas flag were recited.

Agenda item A3, was introduced for public comments. There were no individuals signed up to speak therefore the agenda item was closed.

Agenda item A4, to review and consider taking action on the minutes of the regular meeting held on June 8, 2021. President Bonham asked for changes or discussion regarding the minutes and there were no suggested changes. However, Director Terry Gaul had submitted three corrections to the minutes prior to the meeting which were made and provided. Director Gaul made the motion to approve the minutes from the June 8, 2021, meeting as corrected. Director Nancie Rain seconded the motion, and the vote was unanimous to approve.

Agenda item A5, Review Financial Reports through June 30, 2021. Finance Director Justin Alderete stated the year-to-date revenues were \$1.626 million with the Expenditures totaling \$1.426 million. The financials are trending as budgeted. A debt service transfer will be made in August in the amount of \$253,988. Director Gaul inquired about the contracted services and transfer. The allocation to reimburse the City is \$648, 056. This allocation is for 2 ½ employees that are utilized by the DCR for communication, the ED Director, Human Resources component and clerical assistance. There was no action necessary, therefore the agenda item was closed.

Agenda item A6, Consider taking action on the proposed Development Corporation of Richmond Proposed FY 2021-2022 Budget. Finance Director Alderete stated the revised income statement was provided with changes to two items. Sales tax came in higher in FY 2021 than expected but the budget will be more conservative in FY 2022. The funds for a sales tax payment are being held for repayment if necessary. A fund called Reserve for Opportunities has been placed on the budget for FY 2022. Director Rain made the motion to approve the Development Corporation of Richmond Proposed FY 2021-2022 Budget. Vice President Kit Jones seconded the motion, and the vote was as follows:

President Joe Bonham – For Vice President Kit Jones – For Treasurer Terry Gaul – Abstain Secretary Nancy Rain – For Director Becky Haas – For Director Williams Morefield - For

The motion passed and the agenda item was closed.

Agenda item A7, Review and consider taking action on the Bylaws of the Development Corporation. City Attorney Gary Smith reviewed the changes to the Bylaws that have been proposed for the Development Corporation with the following language, "two members from the City Commission shall be appointed from the Governing body of the City of Richmond". City Manager Vela stated the next step would be to take the approval of the Bylaws by the DCR to the City Commission for approval. Director Terry Gaul made the motion to approve the amendments to the Bylaws of the Development Corporation with Director Rain seconding the motion. The vote was unanimous to approve.

Agenda item A8, Review and consider taking action on addressing traffic safety concerns on FM 359 near the entrance of Frank's Nursery. ED Director Jerry Jones stated it would be advantageous to defer the agenda item until next month when a representative from TXDot would be present to address the traffic concerns. The motion was made by Director Rain to postpone the agenda item A8. Director Haas seconded the motion. The vote was unanimous to approve.

Agenda item A9, Review and consider taking action on the Farmer's Market agreement. ED Director Jerry Jones suggested the services of Jessica Huang be utilized to manage the monthly Farmers Market. Ms. Huang is a strong community advocate and would be a great partner for the event. The Farmers Market Manager would receive \$1000 per event and allowed to retain the vendor's fees. This would provide an incentive to bring in vendors. The market will be held on Friday nights and at the parking lot of the Methodist Church. Because of the difficulty of a summer market, the market will begin in September. The Board suggested a diversified portfolio of vendors be solicited. City Manager Vela stated the SNAP program could be on site for educational purposes. It was also stated that the City provides minimal staff time with set up and tear down. The City would provide the insurance, marketing and PR on social media, and legal services. Director Gaul and Director Kit Jones both indicated the contract needed to have more specific terms. There was no action taken.

Agenda item A10, Review the concept of a digital marketing platform for civic activities and commercial ventures offered by Soofa Signs. ED Director Jones provided the background of the news feed stations that are being presented for consideration. The signs are 100% solar-powered and provide city communication and wayfinding. The units are \$12,000 each plus an annual maintenance fee. The possibility of grant funding was discussed. President Bonham stated it is worth looking into for the future. Public Services Announcements could be broadcast to all including those without access to the internet or devices. There were very positive comments made regarding the system but not sure the City is ready for the system. More research will be provided in the future and the agenda item was closed with no action.

Agenda item A11, Review an Executive Summary from Retail Coach. ED Director Jones stated that of the three firms he has worked with in the past, Retail Coach is the best. The trade area reports were completed and potential sites for future development and/or re-development throughout the community have been established. Staff is working on Site Profile marketing pieces for each site. A list of retailers, restaurants, and developers for our outreach on Richmond's behalf will be ready in the next two weeks. At that time, an aggressive recruitment push will be made for the City of Richmond. There are two retail trade shows coming up which will provide opportunities for face-to-face interactions discussing projects.

Agenda item 12, Report of activities of Economic Development Director. ED Jerry Jones provided the highlights of his report which were as follows:

- ❖ Bella Media. The media company did a great job promoting the outdoor movie Jurassic Park increasing the attendance to approximately 100 people.
- ❖ A Millennial Round Table of young entrepreneurs have been gathering to discuss the City and goings on.
- Met with North Richland Hills
- ❖ The Selfie Day HEB gift card was won by Brenda Harper.
- ❖ Meetings with restaurant owners have been held that would complement the former Fire Station.
- Have been reaching out to large landowners for development of office building space.
- Met with Fort Bend Star to build a relationship.
- ❖ The Academy of Manufacturing Students providing assistance with getting them to TSTC two-year program.
- Met with Henderson-Wessendorff and they are committed to providing two breakfasts a year for business opportunities.

Agenda item A13, Consider taking action on requests for future agenda items.

Director Rain requested an update on the Myrtle Street project.

Agenda item A14, Excuse from Attendance at Regular DCR Meeting. None

Agenda item A15, Adjourn to Executive Session, as authorized by Texas Government Code, Section 551.087, Deliberation Regarding Economic Development Negotiations. The meeting adjourned at 7:23 p.m.

The Open Meeting reconvened at 7:37 p.m. The following action was taken.

No action was taken in Executive Session.

There being no further business to come before the Development Corporation of Richmond, President Bonham adjourned the meeting at 7:38 p.m.

	APPROVED:	
	Joe Bonham, President	
ATTEST:		
Laura Scarlato, City Secretary		



August 13, 2021 Board Meeting

5. Review Financial Reports through July 31, 2021.

BALANCE SHEET AS OF: JULY 31ST, 2021

85 -DEVELOPMENT CORPORATION

ASSETS

=		

1100	CLAIM ON CASH-DEVELOPMENT CORP	0.00
1101	Combined Securities - DCR	4,906,531.60
1105	CASH IN BANK-DEVELOPMENT CORP	446,327.43
1120	DCR WF - Sweep Accrued Interes	2,487.37
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
TO	TAI, ASSETS	

TOTAL ASSETS 5,668,995.63

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	0.00

8-03-2021 11:52 AM C I T Y O F R I C H M O N D PAGE: 2

BALANCE SHEET
AS OF: JULY 31ST, 2021

85 -DEVELOPMENT CORPORATION

TOTAL LIABILITIES 0.00

FUND BALANCE

2900 UNAAPROPRIATED SURPLUS 5,573,263.83
2950 TRANSFER TO I & S 0.00
2999 BALANCING ENTRY 0.00
SURPLUS (DEFICIT) 95,731.80

SURPLUS (DEFICIT) 95,731.80

TOTAL FUND BALANCE 5,668,995.63

TOTAL LIABILITIES AND FUND BALANCE 5,668,995.63

END OF REPORT

8-03-2021 11:50 AM CITY OF RICHMOND PAGE: 1

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2021

85 -DEVELOPMENT CORPORATION

FINANCIAL SUMMARY 83.33% OF FISCAL YEAR

	CURRENT	CURRENT PERIOD	YEAR-TO-DATE	% OF BUDGET	BUDGET
REVENUE SUMMARY					
ALL REVENUE	1,673,000.00	121,682.89	1,748,344.26	104.50	(75,344.26)
TOTAL REVENUES	1,673,000.00	121,682.89	1,748,344.26	104.50 ((75,344.26)
	========				
EXPENDITURE SUMMARY					
DEVELOPMENT CORP	3,471,046.00	225,898.66	1,652,612.46	47.61	1,818,433.54
TOTAL EXPENDITURES	3,471,046.00	225,898.66	1,652,612.46	47.61	1,818,433.54
REVENUE OVER/(UNDER) EXPENDITURES	(1,798,046.00)	(104.215.77)	95,731.80	5.32-0	(1,893,777.80)
in the second se	=========	========	=========	======	=========

8-03-2021 11:50 AM CITY OF RICHMOND PAGE: 2

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2021

85 -DEVELOPMENT CORPORATION

83.33% OF FISCAL YEAR

REVENUES	CURRENT	CURRENT	YEAR-TO-DATE ACTUAL	% OF BUDGET	BUDGET
3015 SALES TAX REVENUE	1,665,000.00	121,640.48	1,744,858.96	104.80	(79,858.96)
3055 INTEREST INCOME	3,000.00	42.41	430.20	14.34	2,569.80
3060 INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00
3070 OTHER INCOME	5,000.00	0.00	3,055.10	61.10	1,944.90
TOTAL REVENUES	1,673,000.00	121,682.89	1,748,344.26	104.50	(75,344.26)

8-03-2021 11:50 AM CITY OF RICHMOND PAGE: 3

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2021

85 -DEVELOPMENT CORPORATION

83.33% OF FISCAL YEAR

EXPENDITURES		CURRENT	CURRENT	YEAR-TO-DATE ACTUAL	% OF BUDGET	BUDGET
DEVELOPMENT	CORP					
5400-40650	TRAVEL AND TRAINING	13,055.00	3,250.00	6,522.90	49.96	6,532.10
5400-40750	OFFICE SUPPLIES	0.00	93.61	3,281.22	0.00	
5400-40800	POSTAGE	0.00	0.00	0.00	0.00	0.00
5400-41650	PERIODICALS AND MEMBERSHIPS	18,000.00	9,570.00	20,387.94	113.27	(2,387.94
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	12,863.88	180,875.94	102.47	(4,367.94
5400-42500	ADVERTISING	145,479.00	4,766.15	70,399.41	48.39	75,079.59
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	91.87	10,894.65	48.33	11,645.35
5400-42870 5400-42900	DONATIONS CAPITAL OUTLAY	0.00	0.00	0.00	0.00	50,000.00
5400-42900	BOND REDEMPTION	50,000.00	0.00	0.00	0.00	0.00
5400-43050	INTEREST EXPENSE	0.00	0.00	0.00	0.00	0.0
5400-43051		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	238,255.00	93.81	15,733.00
5400-43400	CITY OF RICHMOND REIMB ALLOC	648,056.00	0.00	495,917.80	76.52	152,138.2
5400-43500	RICHMOND HISTORIC DISTRICT	50,000.00	3,817.95	15,132.49	30.26	34,867.5
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	442.00	108,549.98	10.13	963,450.0
5400-43525	TX DOT - 359 OVERPASS	0.00	0.00	0.00	0.00	0.00
5400-43530	TSTC COMMITTMENT	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	40,000.00	0.00	0.00	0.00	40,000.00
5400-43539 5400-43540	2ND ST FARMERS MARKET PAVILION	0.00	0.00	0.00	0.00	0.00
	DOWNTOWN DRAINAGE IMPROVEMENTS WATER TOWER LIGHTING PROJECT	0.00	0.00	0.00	0.00	0.00
	MYRTLE STREET PROJECT	351,420.00	191,003.20	197,295.56	56.14	
	SIGNAGE GRANT PROJECT	25,000.00	0.00	0.00	0.00	25,000.00
	SALES TAX INCENTIVE AGREEMENTS	130,000.00	0.00	130,000.00	100.00	0.00
TOTAL DEVEL	OPMENT CORP	3,471,046.00	225,898.66		47.61	1,818,433.54
TOTAL DEVEL						

*** END OF REPORT ***

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

	Original Project Budget	E	Prior xpenditures	Current Project Budget	Er	ncumbrances	E	FY2021 xpenditures	 Remaining Budget		tal Project mmitments
Wayside Horns Phase II	\$ 1,100,000.00	\$	37,472.42	\$ 1,072,000.00	\$	689,741.42	\$	108,549.98	\$ 273,708.60	\$	835,763.82
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	\$ 40,000.00	\$	-	\$	-	\$ 40,000.00	\$	25,000.00
Myrtle Street Renovation	\$ 357,420.00	\$	100,763.48	\$ 351,420.00	\$	118,260.80	\$	197,295.56	\$ 35,863.64	\$	416,319.84
Signage Grant Program	\$ 25,000.00 \$ 1,857,420.00	\$	- 163,235.90	\$ 25,000.00 \$ 1,788,420.00	\$	- 808,002.22	\$	- 305,945.11	\$ 25,000.00 674,472.67	\$ \$ 1,	<u>-</u> .277,183.23

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.
- 3. Downtown Improvement Grant FY21 Budget adjusted via transfer to advertising budget

Interim (Unaudited) DCR Forecast As of 07/31/2021

				Current		Forecast
Туре	Month	Category	Prior Actuals	Actuals	Forecast	Variance
Revenue	1 - October		123,992	137,712	129,378	8,334
	2 - November		148,818	176,025	140,208	35,816
	3 - December		150,306	190,862	137,282	53,580
	4 - January		127,778	143,121	127,060	16,061
	5 - February		175,673	190,576	163,802	26,774
	6 - March		126,295	142,287	118,751	23,537
	7 - April		129,090	127,130	134,612	(7,482)
	8 - May		147,282	300,592	148,428	152,164
	9 - June		131,019	218,355	136,481	81,874
	10 - July	Sales Tax	130,921	121,640	135,173	(13,533)
		Other	-	-	417	(417)
		Interest	200	42	250	(207)
	10 - July Total		131,121	121,683	135,840	(14,157)
Revenue Total			1,391,373	1,748,344	1,371,843	376,501
Expenditure	1 - October		11,901	332,300	289,138	43,162
	2 - November		218,550	36,818	289,138	(252,320)
	3 - December		39,803	327,176	289,138	38,038
	4 - January		284,866	99,011	289,138	(190,128)
	5 - February		48,223	166,356	289,138	(122,782)
	6 - March		31,888	204,455	289,138	(84,683)
	7 - April		250,861	23,146	289,138	(265,992)
	8 - May		23,866	30,691	289,138	(258,447)
	9 - June		48,887	206,761	289,138	(82,377)
	10 - July	Supplies	-	94	-	94
		Purchased Services	50,777	30,542	28,371	2,171
		Capital Items/Other	-	-	4,165	(4,165)
		Non-Departmental	866	3,818	12,495	(8,677)
		Transfers Out	199,380	-	75,140	(75,140)
		Capital Items/Other	46,031	191,445	158,138	33,307
		Non-Departmental	-	-	10,829	(10,829)
	10 - July Total		297,053	225,899	289,138	(63,240)
Expenditure Total			1,255,898	1,652,612	2,891,382	(1,238,769)



CITY OF RICHMOND, TEXAS Monthly Sales Tax Analysis

For the period ending July 31, 2021

FY2021



Summary of Performance

Quarter Label	Net Payment	MUD Expense SPA	Net Collections for Dist.	City Net of SPA	DCR Retained	Gross City Collections	Collections from SPA	Retained SPA
Q1	-							
1 - October	605,058	-54,390	550,667	413,000	137,667	467,391	113,297	58,907
2 - November	761,170	-57,240	703,930	527,947	175,982	585,188	118,749	61,508
3 - December	819,687	-56,483	763,204	572,403	190,801	628,886	117,471	60,988
Total	2,185,914	-168,114	2,017,801	1,513,351	504,450	1,681,464	349,517	181,403
Q2								
4 - January	625,390	-53,068	572,322	429,242	143,081	482,310	110,220	57,152
5 - February	818,404	-56,242	762,162	571,622	190,541	627,864	115,434	59,192
6 - March	603,792	-47,022	556,770	417,577	139,192	464,600	96,557	49,535
Total	2,047,586	-156,332	1,891,254	1,418,441	472,814	1,574,773	322,211	165,879
Q3								
7 - April	561,305	-52,943	508,362	381,271	127,090	434,214	108,447	55,504
8 - May	1,268,117	-65,914	1,202,203	901,653	300,551	967,566	134,725	68,811
9 - June	941,234	-67,981	873,254	654,940	218,313	722,921	138,837	70,857
Total	2,770,656	-186,838	2,583,819	1,937,864	645,955	2,124,702	382,009	195,172
Q4								
10 - July	554,166	-67,604	486,562	364,921	121,640	432,526	138,241	70,637
Total	554,166	-67,604	486,562	364,921	121,640	432,526	138,241	70,637
Total	7,558,323	-578,887	6,979,436	5,234,577	1,744,859	5,813,464	1,191,978	613,090



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%
6 - March	536,909	603,792	12.46%	369,325	417,577	13.07%	382,976	34,601	9.03%
Total	1,781,456	2,047,586	14.94%	1,230,391	1,418,441	15.28%	1,321,991	96,449	7.30%
Q3									
7 - April	551,969	561,305	1.69%	377,728	381,271	0.94%	434,419	-53,148	-12.23%
8 - May	643,006	1,268,117	97.22%	440,808	901,653	104,55%	479,227	422,425	88.15%
9 - June	571,790	941,234	64.61%	392,341	654,940	66.93%	440,480	214,460	48.69%
Total	1,766,765	2,770,656	56.82%	1,210,877	1,937,864	60.04%	1,354,126	583,738	43.11%
Q4									
10 - July	581,742	554,166	-4.74%	392,764	364,921	-7,09%	438,400	-73,479	-16.76%
Total	581,742	554,166	-4.74%	392,764	364,921	-7.09%	438,400	-73,479	-16.76%
Total	5,929,003	7,558,323	27.48%	4,076,353	5,234,577	28.41%	4,427,607	806,970	18.23%



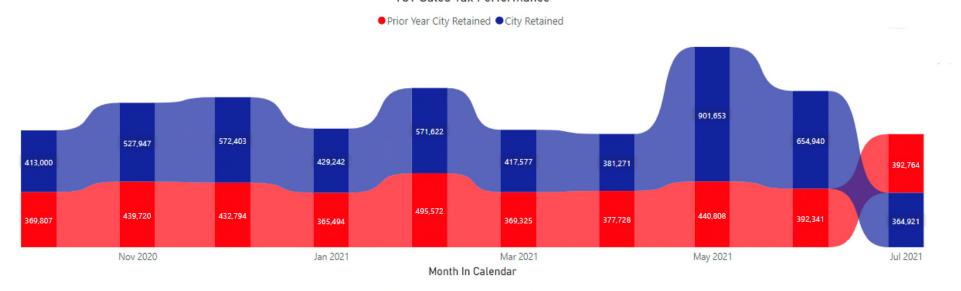
DCR Sales Tax

Quarter Label	Prior Year Net	Net	YoY Net % Chg	DCR Prior Retained	DCR Retained	YoY DCR % Chg	DCR Budget	DCR Act/Bud (\$)	DCR Act/Bud (%)
<u> </u>	Payment	Payment	ung	Ketained	Ketained	ung	buaget	Act/bud (\$)	Act/Bud (%)
Q1									
1 - October	543,165	605,058	11,39%	123,269	137,667	11.68%	128,712	8,955	6.96%
2 - November	631,586	761,170	20.52%	146,573	175,982	20.06%	139,542	36,440	26.11%
3 - December	624,289	819,687	31,30%	144,265	190,801	32,26%	136,615	54,186	39.66%
Total	1,799,040	2,185,914	21.50%	414,107	504,450	21.82%	404,869	99,581	24.60%
Q2									
4 - January	533,734	625,390	17.17%	121,831	143,081	17.44%	126,394	16,687	13.20%
5 - February	710,813	818,404	15.14%	165,191	190,541	15,35%	163,136	27,405	16.80%
6 - March	536,909	603,792	12.46%	123,108	139,192	13.07%	118,084	21,108	17.88%
Total	1,781,456	2,047,586	14.94%	410,130	472,814	15.28%	407,614	65,200	16.00%
Q3									
7 - April	551,969	561,305	1.69%	125,909	127,090	0.94%	133,946	-6,855	-5.12%
8 - May	643,006	1,268,117	97.22%	146,936	300,551	104.55%	147,762	152,789	103.40%
9 - June	571,790	941,234	64.61%	130,780	218,313	66.93%	135,815	82,499	60.74%
Total	1,766,765	2,770,656	56.82%	403,626	645,955	60.04%	417,522	228,432	54.71%
Q4									
10 - July	581,742	554,166	-4,74%	130,921	121,640	-7.09%	135,173	-13,533	-10.01%
Total	581,742	554,166	-4.74%	130,921	121,640	-7.09%	135,173	-13,533	-10.01%
Total	5,929,003	7,558,323	27.48%	1,358,784	1,744,859	28.41%	1,365,179	379,680	27.81%



City Performance Graphs



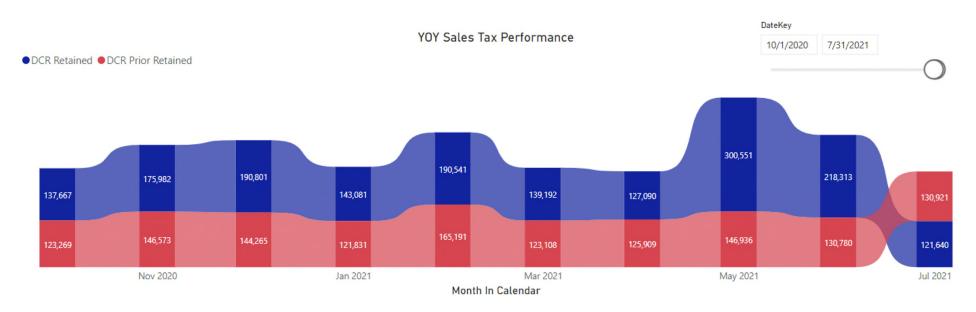


Sales Tax Performance Actual to Budget





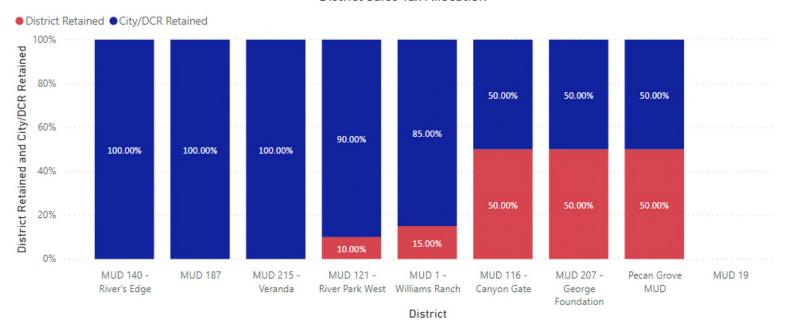
DCR Historical Performance





SPA Allocation Agreements Key

District Sales Tax Allocation



DEVELOPMENT CORPORATION OF RICHMOND

SALES TAX REVENUE

Year-to-Date

GROSS (Includes City & SPAs)

Month to Month

Total

Received

Sep

0

Monthly

DCR BUDGET

Budgeted Income

Total Budget
Monthly Year-to-Date

Year-to-Date Target to Budget

100% = Budget

			Fis	scal 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%
			Fis	scal 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	603,792	12%	139,192	977,264	118,084	812,483	120.28%
Apr	561,305	2%	127,090	1,104,354	133,946	946,429	116.69%
May	1,268,117	97%	300,551	1,404,905	147,762	1,094,191	128.40%
Jun	941,234	65%	218,313	1,623,218	135,815	1,230,006	131.97%
Jul	554,166	-5%	121,640	1,744,859	135,173	1,365,179	127.81%
Aug	0		0		157,655	1,522,834	

0





142,166

1,665,000



August 10, 2021 Board Meeting

6. Review and consider taking action on the Farmer's Market Agreement.

RICHMOND FARMERS MARKET CONSULTANT AGREEMENT

THIS AGREEMENT made this ______ day of _______, 2021, by and between the DEVELOPMENT CORPORATION OF RICHMOND, a Texas nonprofit corporation, 402 Morton Street, Richmond, Texas 77469, (the "DCR"), and JESSICA HUANG, an individual, whose address is 17424 W Grand Parkway S PMB 777, Sugar Land, Fort Bend County, Texas 77479, (the "Consultant");

WHEREAS, the DCR desires to engage the services of the Consultant to furnish technical and professional assistance concerning the project which is described as:

RICHMOND FARMERS MARKET MANAGEMENT

and the Consultant wishes to furnish such technical and professional service to the DCR and has represented that the Consultant has the education, expertise, capability, and the necessary licenses to perform such services;

THEREFORE, the parties mutually agree as follows:

Agreement Documents. The following shall be deemed to be a part of this Agreement and incorporated herein.

- A. Scope of Services
- B. Consultant's proposal dated July 7, 2021 (any reference in the proposal referencing the City of Richmond shall be read to mean DCR.)

<u>Scope of Services</u>. The Consultant shall provide services in accordance with and as set forth in the Agreement documents.

Compensation and Method of Payment. The DCR shall pay to the Consultant and the Consultant agrees to accept as full compensation for services under this Agreement the sum of One Hundred Dollars (\$100) per vendor at each farmers market event, not to exceed One Thousand Dollars (\$1,000) for each farmers market event, on the first of each month beginning October 1, 2021 through July 1, 2022, inclusive, for a total sum not to exceed Ten Thousand Dollars (\$10,000). Consultant will retain all vendor fees collected. Consultant will be compensated for each additional event by the sum of Five Hundred Dollars (\$500) per additional event. In the event a farmers market is not held on the first Friday of a month or on an agreed upon alternate date and time, Consultant will not be compensated.

<u>Period of Performance</u>. The services to be rendered under this Agreement shall commence upon execution hereof through July 1, 2022, including farmers market events on the first Friday of each month beginning on September 1, 2021 and continuing through June 1, 2021, inclusive.

<u>Independent Contractor</u>. The relationship of the Consultant to the DCR is that of an independent contractor and in accordance therewith, the Consultant covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers, or agents will claim to be an officer, employee or agent of the DCR or make any claim, demand or application to or for any

rights or privileges applicable to any officer or employee of same, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties do not intend the services provided by the Consultant to be a joint venture.

<u>The Consultant's Responsibility</u>. The Consultant shall perform the work in a good and workmanlike manner and assumes the risk in performing under this Agreement. Consultant shall provide all vendors and vendor management and logistics for the farmers' market.

<u>Recovery of Money</u>. Whenever, under this Agreement, any sum of money shall be recoverable from or payable by the Consultant to the DCR, the same amount may be deducted from any sum due to the Consultant under this Agreement or under any other contract between the Consultant and the DCR. The rights of the DCR are in addition and without prejudice to any other right the DCR may have to claim the amount of any loss or damage suffered by the DCR on account of the acts or omissions of the Consultant.

<u>Compliance with Regulations</u>. The Consultant shall comply with all applicable statutes, rules and regulations of all federal, state, and local governments and agencies having jurisdiction, and bears the risk of any such authorities or changes thereto.

<u>Standard of Conduct</u>. The Consultant shall render all services under this Agreement according to generally accepted professional practices for the intended use of the work or project.

The DCR's Obligation. The DCR shall provide the Consultant with all information related to the Farmers Market currently available to the DCR upon request of the Consultant. The Economic Development Director shall be the DCR's representative for purposes of this Agreement. DCR will provide insurance, as DCR deems necessary; marketing and public relations; the location of the farmers' market. Legal services provided related to the farmers' market shall be for the interest and benefit of the DCR.

Non-Discrimination. The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this Agreement.

<u>Prohibition Against Assignment</u>. This Agreement is intended to secure the service of the Consultant because of its ability and reputation and none of the Consultant's duties under this Agreement shall be assigned, subcontracted, or transferred without the prior written consent of the DCR Economic Development Director. Any assignment, subcontract, or transfer of the Consultant's duties under this Agreement must be in writing.

<u>Third Party Participation</u>. The Consultant agrees that despite any subcontract entered into by the Consultant for execution of activities or provision of services related to the completion of this project, the Consultant shall be solely responsible for carrying out the project pursuant to this Agreement. The Consultant shall specify in any such subcontract that the subcontractor shall be bound by this Agreement and any other requirements applicable to the Consultant in the conduct

of the project unless the DCR Economic Development Director and the Consultant agree to modification in a particular case. The Consultant shall not subcontract unless agreed upon in writing by the DCR.

<u>Third Party Beneficiaries</u>. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

<u>Interest of the Consultant</u>. The Consultant represents that its officers and employees have no interest and covenant that they will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of the Consultant's services and duties hereunder. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Consultant further covenants that neither it nor any of its principals are in default to the DCR.

<u>Covenant Against Contingent Fees</u>. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty, the DCR shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

<u>Qualifications of the Consultant</u>. The Consultant specifically represents and agrees that its officers, employees, agents, and contractors have and shall possess the experience, knowledge, and competence necessary to qualify them individually for the particular duties they perform hereunder.

Notice. Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to either party, the same shall be given or directed to the respective party at its address as specified in this Agreement, or at such other address as either party may, from time to time, designate by written notice to the other. Written notice of a claim shall be given to the other party not later than fifteen (15) days after the occurrence giving rise to the dispute becomes known or should have become known. Negotiations and mediation shall occur within fifteen (15) days after such notice.

<u>Amendments</u>. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by both parties.

Termination.

A. For Fault. If the DCR Economic Development Director determines that the Consultant has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement, the DCR Economic Development Director may terminate or suspend this Agreement in whole or in part upon written notice to the Consultant specifying the portions of this Agreement and in the case of suspension shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the Consultant shall correct the violations referred to in the

notice. If the Consultant does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. Upon termination, any payment due the Consultant at time of termination may be adjusted to cover any additional costs occasioned the DCR by reason of the termination. This provision for termination shall not limit or modify any other right to the DCR to proceed against the Consultant at law or under the terms of this Agreement.

<u>B. Not for Fault.</u> Whenever the DCR Economic Development Director determines that termination of this Agreement in whole or in part is in the best interest of the DCR or in the event that termination is required by any state or federal agency, the DCR Economic Development Director may terminate this Agreement by written notice to the Consultant specifying the services terminated and the effective date of such termination. Upon termination, the Consultant shall be entitled to and the DCR shall pay the costs actually incurred in compliance with this Agreement until the date of such termination.

Force Majeure. If because of force majeure, either party is unable to carry out any of its obligations under this Agreement (other than obligations of such party to pay or expend money for or in connection with the performance of this Agreement), and if such party promptly gives to the other party concerned written notice of such force majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the government, acts of another party to this Agreement, fire, flood, inclement weather, pandemic, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, legislation, charter amendments or referendum, orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance. If the suspension of work lasts for more than 30 days, the DCR may terminate this Agreement.

<u>Delay</u>. If the Consultant is delayed in the completion of the work due to force majeure or otherwise, the time for completion may be extended for a period determined by the DCR in its sole discretion to be equivalent to the time of such delay. The DCR may terminate this Agreement if the delay lasts for more than 30 days. Upon termination by the DCR, the Consultant shall be entitled to the costs actually incurred in compliance with this Agreement less any costs incurred by the DCR as a result of the delay until the date of such termination, but not more than the maximum Agreement amount.

<u>Interpretation</u>. This Agreement shall be governed by the laws of the State of Texas, except conflicts of law provisions, both as to interpretation and performance. This Agreement was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Agreement on behalf of the Consultant, or if a person of masculine or feminine gender joins in this Agreement on behalf of the Consultant, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires. In the event that any term, clause or provision of this Agreement conflicts with any term, clause, or provision contained in any attachments to this Agreement, this Agreement's terms shall prevail.

<u>Venue</u>. All meetings, hearings, and actions to resolve any dispute and any and all suits for any and every breach of this Agreement shall be instituted and maintained in any court of competent jurisdiction in Fort Bend County, Texas.

<u>Dispute Resolution</u>. If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to meet and confer to negotiate a resolution of the dispute. They further agree that if they are unable to resolve the dispute themselves and before formally instituting any other dispute mechanism, they shall utilize the services of a mutually acceptable neutral mediator to bring them together in at least one mediation session.

Reuse of Documents. All documents and electronic files delivered to the DCR are instruments of service in respect of the project. Nevertheless, all documents and electronic files delivered to the DCR shall become property of the DCR upon completion of the work and payment in full of all monies due the Consultant. Copies of the DCR-furnished data that may be relied upon by the Consultant are limited to the printed copies (also known as hard copies) that are delivered to the Consultant. Files on electronic media of text, data or graphics or of other types that are furnished by the DCR to the Consultant are only for convenience of the Consultant. Any conclusion of information obtained or derived from such electronic files will be at the user's sole risk. Economic benefit to the DCR for having these files is predicated on the files being media form, software release number and hardware operating system number as utilized by the Consultant. Copies of documents that may be relied upon by the DCR are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files on electronic media of text, data or graphics or of other types that are furnished by the Consultant to the DCR shall be in a compatible software format for use by the DCR. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk. Electronic file copies of drawings will not contain the Consultant's seal or the identification of the Consultant in the title block.

<u>Public Information Act</u>. The Consultant acknowledges that the DCR may be required from time to time to release records in its possession by law. The Consultant hereby gives permission to the DCR to release any records or materials received by the DCR as it may be required to do so by the Attorney General under the Public Information Act, Texas Government Code, Chapter 552. Provided, however, that the Consultant shall not be held liable for any reuse of the documents prepared by the Consultant under this Agreement for purposes other than anticipated herein.

<u>Execution in Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

<u>No Waiver</u>. No waiver by any party of any default by another party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character.

Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein. It is understood that should the Consultant

recommend further work concerning the project, the DCR is under no obligation to engage the Consultant in such work.

<u>Authority to Execute</u>. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

APPROVED AS TO SUBSTANCE:	DEVELOPMENT CORPORATION OF RICHMOND
Jerry W. Jones, Jr.	Joe Bonham
Economic Development Director	President
	Dated:
	ATTEST:
	Nancie Rain, Secretary
APPROVED AS TO FORM:	
Gary W. Smith, City Attorney	
	CONSULTANT
	Jessica Huang
	Dated:

ADDRESS: 17424 W Grand Parkway S PMB 777, Sugar Land, Texas 77479

ATTACHMENT A

SCOPE OF SERVICES

Planning Stage Goals:

- Create rules and regulations for farmers market.
- Create vendor agreement form & other documents needed to successfully operate the market.
- Develop a set calendar for the market.
- Secure private sponsorships for the market.
- In coordination with the DCR Economic Development Director, determine the vendor fee and method of calculating the vendor fee.
- Recruit 10 15 vendors before the market first opens.
- In coordination with the DCR Economic Development Director, determine acceptable artisan vendors.
- Research process of accepting SNAP benefits at farmers market.
- Seek grant opportunities to help fund the operation of Richmond Farmers Market and submit grant applications upon approval.
- Submit grant application on behalf of the Richmond Farmers Market to the USDA's Farmers Market Promotion program.
- Develop educational programming for the market such as healthy eating classes, cooking demonstrations, gardening demonstrations, or other programs.

Operation Tasks:

- Richmond Farmers Market will be held on first Friday of each month, or on an alternate date and time as agreed with the DCR Economic Development Director, during the term of this Agreement.
- Coordinates the market set-up and closing of the market.
- Cooperates with DCR for the marketing of the Richmond Farmers Market through social media, advertisements, and other media.
- Assure presence of 10 vendors at each farmers market event.
- In coordination with the DCR Economic Development Director, determines the appropriate mix of fresh vegetable vendors, food vendors, and artisan vendors.
- Books musical talent for the farmers market.
- Places temporary directional signs near key intersections to help direct motorists to the market and removes these signs at the close of the market day.
- Sets up Richmond Farmers Market tent, table, and display.
- Assures the removal of all vehicles, personal property, merchandise, and waste or trash from the market site at the close of each market event
- Staffs the Richmond Farmers Market tent and runs debit, credit, and EBT machine.

- Develops and maintains relationships with vendors, customers, and sponsors of the market.
- Enforces market rules.
- Assists vendors with issues as needed.

The list set forth above is not exclusive. Other decisions will be made in consultation and mutual agreement between the Consultant and DCR Economic Development Director.

ATTACHMENT B

PROPOSAL

July 7, 2021

Jerry Jones
Economic Development Directoer
City Development Corporation of Richmond
402 Morton Street, Richmond, TX 77469
JJones@richmondtx.gov

Statement of Work Farmer's Markets

Dear Jerry,

Thank you for the collective effort to enrich the culture and fortify our local economy by hosting farmers markets. It is a pleasure to provide The the City Development Corporation of Richmond with support specifically leveraging our local ranchers and producers.

The following is the Proposal for The the City Development Corporation of Richmond, Texas to utilize the services provided by Jessica Huang. Per our conversation, you would like to leverage Jessica Huang to create a weekly farmers market in Richmond, Texas.

Market Season Dates	Days	Event Fee
2021 September, October, November December	1 st Friday	\$100 per vendor up to \$1,000 + Vendor Fee's
2022 January, February, March, April, May, June	1 st Friday	\$100 per vendor up to \$1,000 + Vendor Fee's

- All Vendors will be provided for the farmer's market, in addition to other resources.
- Vendor management and logistics to be executed by Jessica Huang, Market Manager.
- All costs including: Insurance, marketing/PR, location of the farmer's market, and legal services for the
 <u>benefit of the Development Corporation of Richmond</u> to be provided by the <u>City-Development Corporation</u> of
 Richmond, <u>Texas</u>.
- The agreed rate for 2021 is \$x_100 per vendor at each farmers market event, not to exceed \$1,000 per farmers market event, and vendor payments and fees will be paid to Jessica Huang.

By partnering with Jessica Huang, you are leveraging my extensive vendor list and years of event planning experience. We'll strategize together, plan and solidify dates, location and jointly invite the community to the farmer's market.

I look forward in working closely with you in supporting The the City Development Corporation of Richmond.

Initial	l٠
IIIIIIII	1.

City of Richmond Sponsorship Agreement Farmers Markets

77469 hereby agrees to pure	ration of Richmond Texas with offices located 402 Morton Street, Richmond, TX hase services from Jessica Huang with offices located at 17424 W Grand Parkway S 7479 the following Farmer's Market Package.
Type of Farmer's Market Pa	kage Agreed: 10 Months of Farmers Markets
Rate: \$100 per vendor up - <u>n</u>	t to <u>exceed</u> \$1,000 <u>per farmers market event,</u> plus 100% of funds received from vendors.
Payment Term: September :	** (Net 30 days)
Sponsor Agreement - This Agreeipt of the amount set fo	reement becomes valid upon the affixing of a signature to this document and the th above.
Sponsor:	
Contact (please print)	
Signature of Contact:	Title

City of Richmond Sponsorship Agreement Formers Morkets

The City of Richmond Texas with offices located 402 Morton Street, Richmond, TX 77469 hereby agrees to purchase services from Jessica Huang with offices located at 17424 W Grand Parkway S PMB 777 Sugar Land, Texas 77479 the following Farmer's Market Package.

Type of Farmer's Market Package Agreed: 10 Months of Farmers Markets

Signature of Contact:____

____Title:____



August 10, 2021 Board Meeting

7. Review and consider taking action on addressing traffic safety concerns on FM 359 near entrance of Frank's Nursery.

Development Corporation of Richmond

RichmondEcoDev.com

Item 7: Review and consider taking action on addressing traffic safety concerns on FM 359 near entrance of Frank's Nursery.

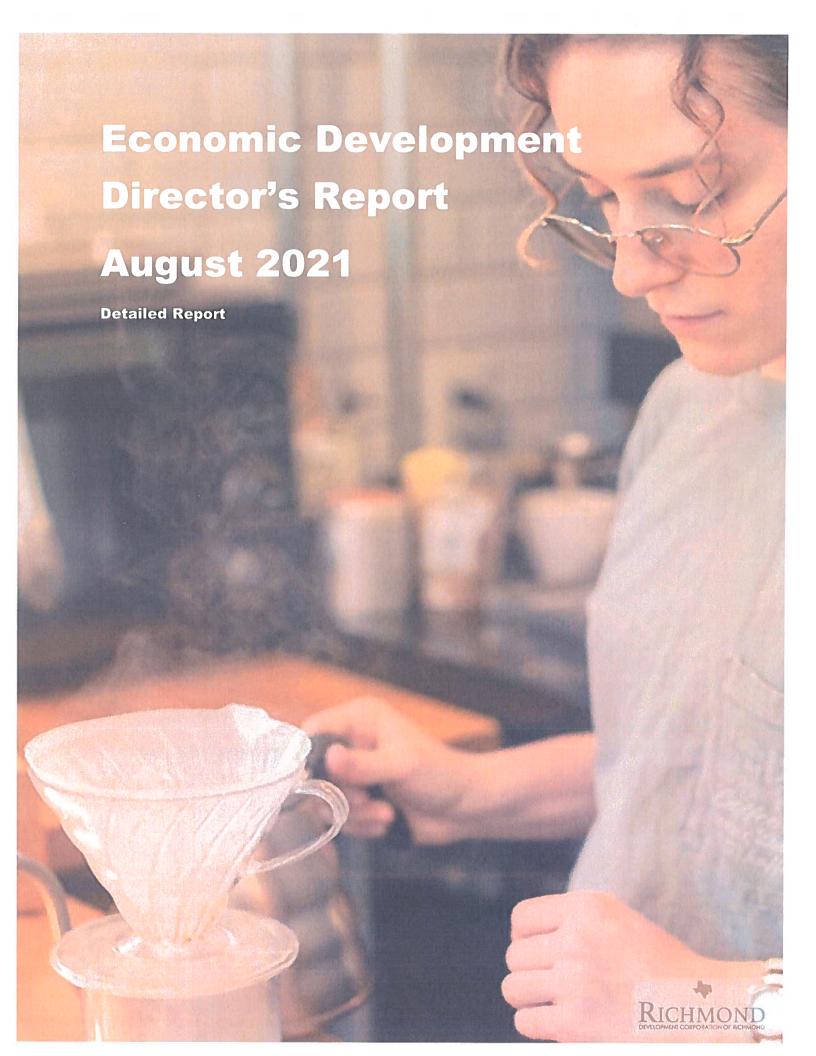
DCR Director's Response:

We contacted Daniel Dvorak, who is an engineer with TxDOT in our local county office. He is reviewing the debris and traffic flow safety concerns on FM 359 in front of Franks Nursery and will provide a response concerning the manner soon.



August 10, 2021 Board Meeting

- 8. Report of activities of Economic Development Director.
 - A. Bella Media
 - B. Retail Coach



Regional Partnerships

- City Coffee Session- Met with Kristin Weiss, President & CEO of Central Fort Bend Chamber of Commerce and Jeremy Heath, Rosenberg Economic Development Director for our monthly "City Coffee Session". We met at Blockhouse Coffee and supported a Richmond Business. This meeting allows us to discuss what is happening in our communities and identify ways to help one another with either support or information as to where resources may be located.
- Attended Fort Bend EDC Board of Directors Meeting. This meeting highlighted the accomplishments of the year. Primarily the Small Business Grant Program, their increase in marketing and advertisement. (Agenda and any supporting documents attached)
- Marvin and I continue to have conversations every week although the special session has not gone as planned, we are still monitoring activity in Austin.
- Visited Texas State Technical College of Fort Bend. Was invited by John
 Kennedy and was able to meet their leadership team. Discussed and toured the campus
 progress. Also was able to hear how they appreciate Development Corporation of
 Richmond's contribution to the advancement of the institution.
- Met with Jeff Wiley to discuss efforts to build a coalition with the Louisiana communities who also face negative impacts of the proposed new FEMA regulations. We will continue to work with the Fort Bend EDC on ways to protect citizens and businesses. (Resolution was passed by the Board of Directors for Fort Bend EDC and a sample copy of the resolution is attached.)

Local Partnerships

- Met with Shannon Corley and her team with Fort Bend Star. They shared a
 proposal to expand our marketing to Geofencing, Direct Mail option, Email Marketing and
 Retargeting. We are reviewing this and looking at what we may incorporate in the
 following years budget.
 - Direct mail option-To be used as needed for events or special initiatives. This could also be a joint effort among a group of small businesses, like attracting people to downtown.

(We are not ready to fully engage with them and are simply looking for a way to possibly do marketing in a more reduced budget digitally. We have attached the proposal to the report however do not intend to bring any of the three options to the board. We may decide to select one or two of the services and seek a more affordable rate from them for this upcoming year.)

- Met with Jill Roe with Fort Bend Relocation Guide -2021-2022. We discussed the 2021-2022 guide and how the digital site can also assist us with enticing and attracting new potential citizens to our city and ETJ. (Media Kit attached)
- Planning meetings for the One Table event are under way. We are excited to continue to work with Central Fort Bend on this amazing event, which is held on Morton Street in Downtown Richmond. Expect more information on this event to come soon.
- Planning meetings for the annual Historic Richmond Association's
 "Motown on Morton" are underway. This event is a hit every year. We are continuing
 our sponsorship and support for this event. Expect more information on this event to
 come soon.
- Planning meetings for the annual Pecan Harvest Festival are underway. This is a community driven event, and we continue to support this effort. Expect more information on this event to come soon.
- We awarded the winner of the Fourth of July selfie winner with a \$25 gift card from HEB. Ms. Brenda Harper from Richmond was the winner and is a nurse who lives here in Richmond. Our participation on Social Media, and other media platforms are assisting in promoting the city and economic development.
- Met with Liz Hamm to discuss the local publication "Be Local Richmond". The uniqueness of this publication is the fact they only send it to new residents who move into the Richmond area. For many businesses, new movers are low-hanging fruit. They have yet to choose products and services in our area. They also tend to have projects on their wish-list, having recently purchased their new homes. Being in front of them in a timely and welcome manner, in the form of this new mover guide, is a welcome new tool for a stressed-out new homeowner.

Small Business/Commercial Development

- Met with Stacy Jacobs, Director of the Gulf Coast Region's Texas Small Business Development Center. Throughout the tenure of my career, working with the local Small Business Development Centers has always been a great partnership. They literally work with businesses from the opening phase to the closing phase. We are already forwarding businesses new and old to them and are identifying ways we can strengthen our relationship. (If you know of any businesses who need small business assistance in Richmond, please forward them to my office. We would like to assist them with connecting with Stacy and her staff. Flyer attached)
- Met with a private developer who is in the process of purchasing a retail space in Richmond. We have since met with Aaron Farmer who represents Retail Coach who is working with the developer to identify and assist with recruiting businesses to the space they are purchasing.

- Met with Cory Becerra who is the owner of "Loco Snow cones". Cory is a 15-year-old entrepreneur that we are working with to assist him with his current business and hopefully assist him to acquire more.
- **Met one on one with a real estate broker** to identify what we can do to increase attraction to our area. We anticipate continuing to reach out to various developers and brokers to tell our story and entice interest in our city.
- Blockhouse Coffee and Kitchen was featured in a popular publication Edible Houston. We are also covered in the publication with an ad highlighting all our restaurants and cafes. (Article is attached)

RESOLUTION IN OPPOSITION

to FEMA designating levee protected areas as Special Flood Hazard Areas with Mandatory Purchase Requirement for Flood Insurance, implementing Risk Rating 2.0, and using Levee Safety Program risk assessments for premium pricing; and use of Levee Safety Program funding for Risk Assessments rather than Levee Enhanced Protection Measures BY THE

GREATER FORT BEND ECONOMIC DEVELOPMENT COUNCIL

WHEREAS, the Greater Fort Bend Economic Development Council is a public-private partnership established in 1986 to promote economic vitality and to ensure quality development in Fort Bend County; and,

WHEREAS, Fort Bend County is the fastest growing county in Greater Houston and is the among the fastest growing county in the State of Texas since 2010 and is expected to exceed a million people in the next decade; and,

WHEREAS, Coastal and Riverine Areas throughout the nation account for 40% of the Nation's population, 40% of the nation's jobs and 46% of the nation's Gross Domestic Product; and,

WHEREAS, Fort Bend County, like other Riverine and Coastal communities, relies on affordable and available flood insurance to remain competitive and continue its economic success; and,

WHEREAS, the Fort Bend County's Levee Systems provide flood mitigation and protection for over 27 percent of Fort Bend County's \$100 Billion market value; and,

WHEREAS, FEMA, using US Army Corp of Engineers (USACE) levee data and risk assessments. intends to implement a new flood insurance rating and pricing system called Risk Rating 2.0, "Equity in Action", and,

WHEREAS, the FEMA National Flood Insurance Program (NFIP), expiring on September 30, 2021, is expected to be reauthorized by Congress, and being considered under Section 209 of the House draft bill is a provision directing establishment of a new flood zone for "levee impacted" areas that, at FEMA's discretion could be designated as Special Flood Hazard Area (SFHA) imposing on any and all leveed areas the requirements for floodplain management and mandatory purchase of flood insurance; and,

WHEREAS, US Army Corps of Engineers (USACE) levee data and screening level risk assessments are inadequate, especially for use in pricing flood insurance premiums, and levee safety efforts should focus on enhancing the functionality and performance of new and existing levees; and,

WHEREAS, neither FEMA or USACE have disclosed the underlying assumptions, data, models, confidence intervals, rates, program costs, premiums collected, claims paid, Write Your Own (WYO) private insurer payments, interest payments on NFIP Program debt or allowed the public or Congress time to digest or comment on these proposed changes that replace existing program features that have been used for over 50 years; and,

WHEREAS, these rates and methods have not undergone scrutiny, have not complied with the Information Quality Act (IQA), or gone through a federal rulemaking proceeding under the Administrative Procedures Act (APA) that taxpayers expect in such circumstances.

NOW, THEREFORE, BE IT RESOLVED this the 14th day of July, 2021, that the Greater Fort Bend Economic Development Council Board of Directors opposes: (1) the implementation of FEMA's Risk Rating 2.0, "Equity in Action", until and unless there is rulemaking under the APA and IQA requirements are met; (2) any effort to make areas protected by accredited levees SFHAs or to require mandatory purchase of flood insurance or floodplain management for properties protected by accredited levees (NFIP Reauthorization Section 209); and (3) the continued use of Levee Safety funds for risk assessments rather than efforts that identify and support improving levees.

PASSED and APPROVEI
Les Newton, Chairman
Greater Fort Bend Economic Development Council

CITY OF RICHMOND - DCR



"Promote business and community expansion"

Campaign Tactics & Goals

OUR STRATEGIC APPROACH

We'll execute a multi-channel approach to promote the City of Richmond to attract new businesses and support local businesses that make up the city tax base. That starts with maintaining a strong website. We can then build around that site to make sure we build the Richmond reputation locally and attract people and businesses in surrounding areas.

Strategies will include -

- Geofencing
- 2. Social Media
- 3. Retargeting
- 4. Email Marketing
- 5. Direct Mail

SUCCESS WILL LOOK LIKE...

- Bring awareness to the City of Richmond
- Increase traffic to website and future events
- Creating interest for businesses to call Richmond home
- Generate excitement for city events, creating a higher attendance
- Consistency in marketing strategy
- Having a system for monthly data reports to help drive decision making and future investments

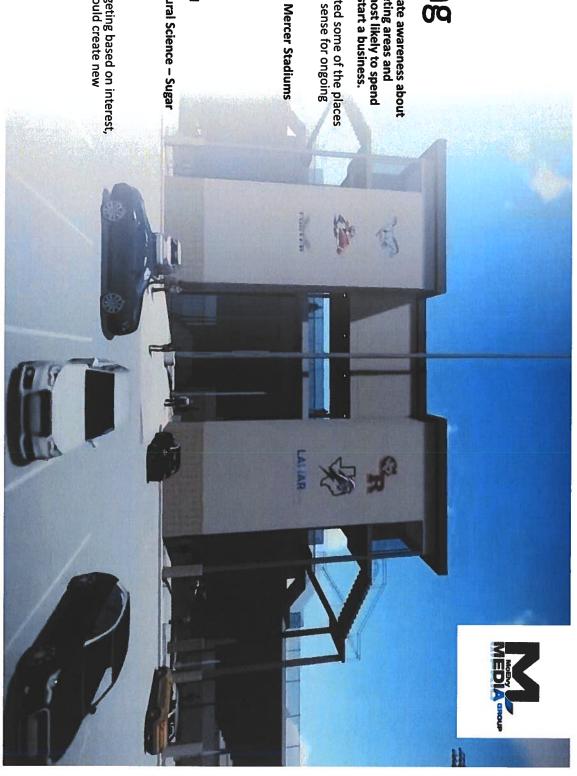
Geofencing

We will use geofencing to create awareness about the city of Richmond by targeting areas and locations where people are most likely to spend money in Richmond or even start a business.

With that in mind, we have listed some of the places where geofencing could make sense for ongoing and/or seasonal campaigns.

- Traylor, Kenneth Hall and Mercer Stadiums
- **Brazos Town Center**
- Roots and Relics
- Live Oak Grill
- The RouxPour Sugar Land
- Houston Museum of Natural Science Sugar Land
- Local movie theatres

The geofencing strategy is targeting based on interest, so certain months or events could create new targeting opportunities.

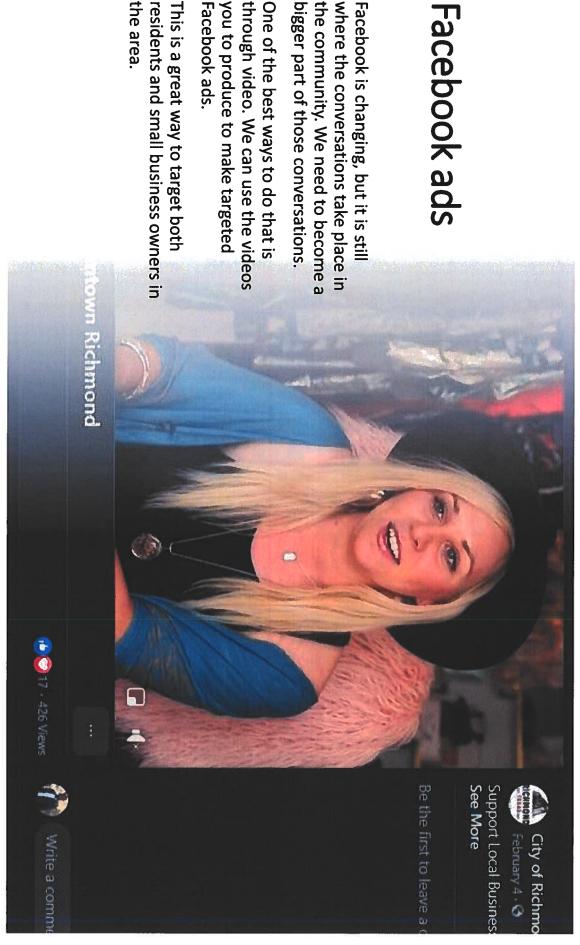


Facebook ads

the community. We need to become a where the conversations take place in Facebook is changing, but it is still

One of the best ways to do that is Facebook ads. you to produce to make targeted through video. We can use the videos

the area. residents and small business owners in This is a great way to target both

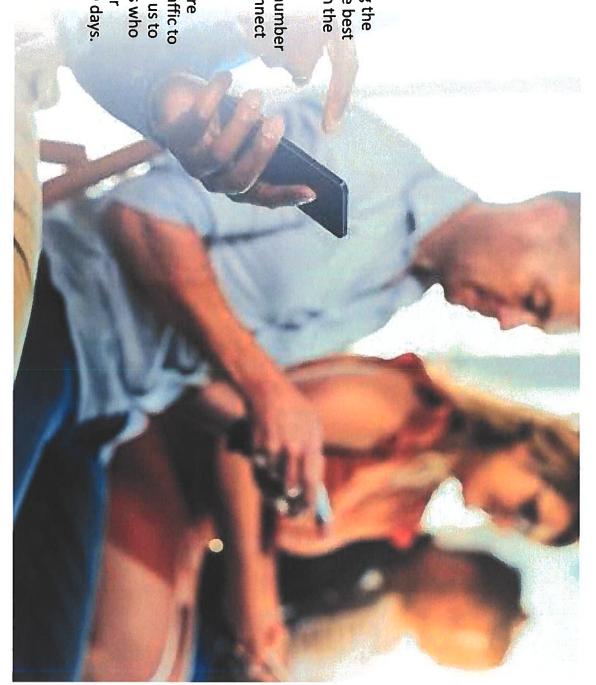


Retargeting

It is important to continue growing the city of Richmond brand. One of the best ways to stay top of mind is through the mobile device.

These days, it takes an increasing number of "touches" before we start to connect with a company or destination.

Each of the digital campaigns we are proposing are intended to drive traffic to the website. Retargeting will allow us to stay in engaged with those viewers who have shown interest in the event or advertisement for an additional 30 days.



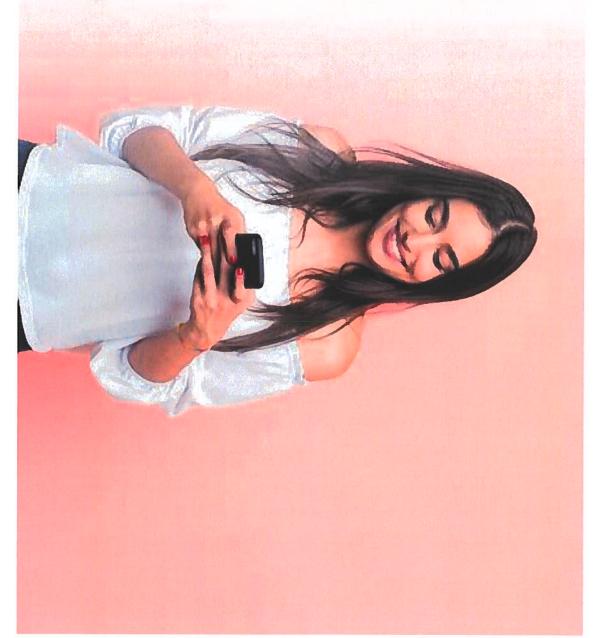
Email Marketing

Email is still very effective. That is largely because of how much time we spend on our phones and because of our ability to target based on location, demographics and interests.

These are some of the areas we feel would be beneficial email targets over the course of the year.

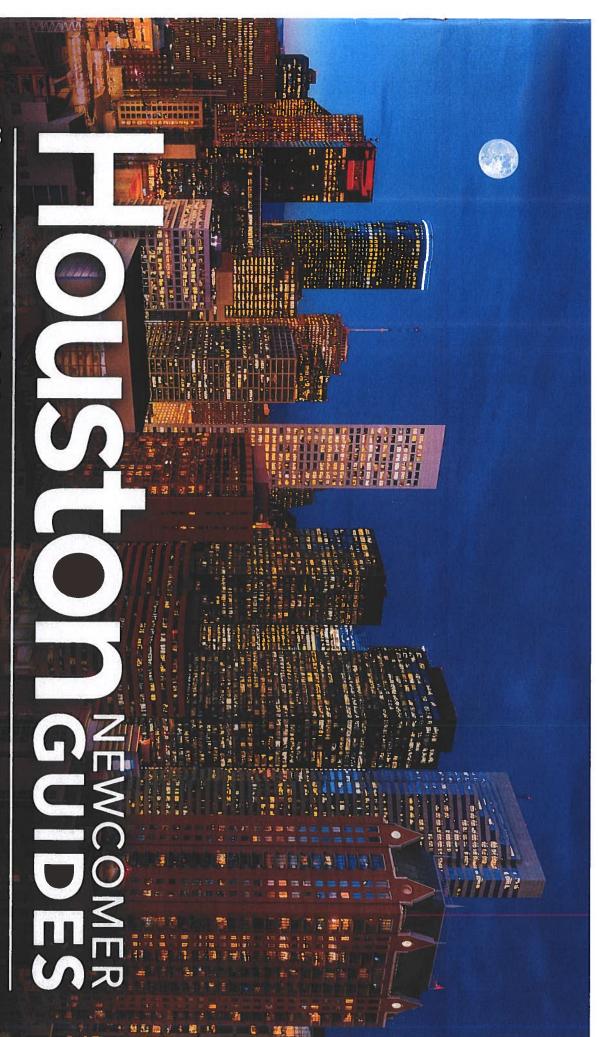
- Age, ethnicity, interests
- **Parents**
- Homeowners
- Small business owners Employee size 1-20
- Developers
- Builders
- Real Estate

The target for each email should be based on the content of each unique campaign. That includes events, public awareness campaigns and branding efforts.





	MEDIA MEDIA
Investment Options	Monthly
Recommended Campaign Geofencing, Facebook ads, email marketing, and retargeting	\$4,185 monthly
Gold Campaign Geofencing, email marketing and retargeting	\$3,710 monthly
Bronze Campaign Geofencing, Facebook ads, retargeting, geofencing	\$2,235 monthly
Direct mail option To be used as needed for events or special initiatives. This could also be a joint effort among a group of small businesses, like attracting people to downtown.	21,870 residential records (zip code 77469) 6.5x9 postcard 2 side printing \$6,179 per deployment Price includes design, printing, mail prep and postage.



HoustonNewcomerGuides.com

Media Kit

Engaging new movers at every stage of their relocation from research to purchase. Lead generation across print, digital and interactive media.





PORTLAND, OREGON

 Greater Portland & Southwest Washington





South Metro Denver Visitor Denver Relocation Guide DENVER, COLORADO & Relocation Guide



HOUSTON, TEXAS

- Bay Area Fort Bend North
- West



ABOUT WEB MEDIA GROUP

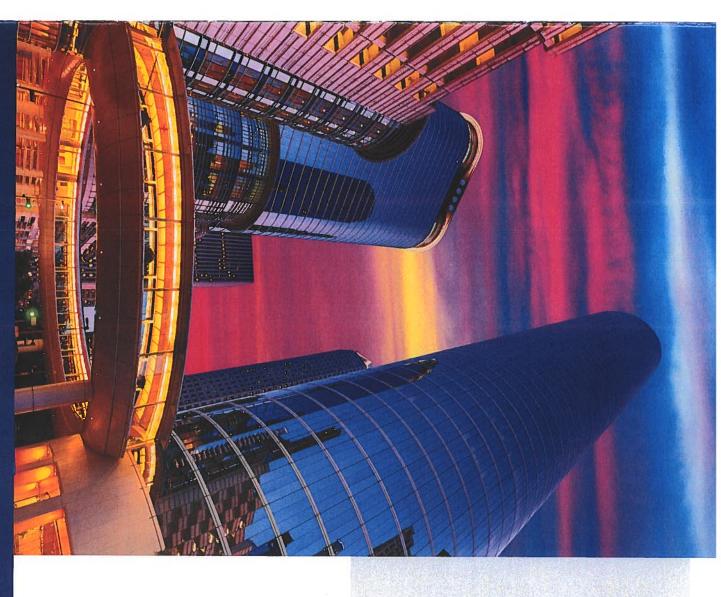
lampa Bay Guide

Tampa Bay Area, including

St. Petersburg Clearwater

TAMPA BAY, FLORIDA

audience for over 16 years, WEB Media Group is your key to reaching the newcomer market. connects businesses to newcomers BEFORE, during and after their move. Our editorial focus is on topics and resources providing companies several different touch points to engage with newcomers, early and often. Serving the relocation Since 2002, WEB Media Group's premier relocation guides have been serving as the first point of contact for visitors and media networking, WEB Media Group creates a multifaceted and interactive experience for the relocation audience while that help newcomers transition into their new city. By combining the power of print, mobile responsive websites and social newcomers seeking information in Austin, Houston, Dallas, Denver, Phoenix/Tucson and Portland. WEB Media Group



WHY TARGET the RELOCATION AUDIENCE?

- 90% will make major purchases for their new home, BEFORE they move
- 85% will use the **FIRST VENDOR** who contacts them for communication services regardless of loyalty
- 70%-90% of spending decisions are made BEFORE they move

Source: V12Data.com

According to the US Census Bureau, 40 million people relocate each year. These consumers are in an elevated spending mode, looking to replace and often upgrade the brands, products and services they left behind.

By targeting the relocation audience, your business can reach newcomers as they look to build new contacts and relationships in their new city. According to industry studies, the average newcomer will spend \$10,000 on moving expenses ranging from moving supplies to furniture.

The business that reaches them first establishes brand identity with a lasting impression.

THE NEWCOMER AUDIENCE GENERATES \$150 BILLION A YEAR

WHEN THE BEST NEED TO REACH THE RELOCATION MARKET, THEY COME TO US.

Our more notable marketing partners:













Through the power of our digital, lead generation and print platforms, we create an interactive experience for the growing relocation audience. Our integrated package includes:

TOP-RANKED WEBSITE

Our website has incredible features, content, and functionality continually increasing traffic that helps you reach all of them first!

HIGH QUALITY, FREE MAGAZINE & DIGITAL EDITION

Semi-annual glossy publication with high impact information on the Greater Houston area's Business, Schools, Housing and Neighborhoods, Leisure, Shopping and much more! With over 288,000 copies distributed annually across eight markets, we cover everything in and around Houston.

ACTIVE SOCIAL MEDIA

Facebook, Twitter and Instagram. Numerous downloads and ever-increasing follower counts means more exposure for advertisers improving their shared content and search rankings.

LEADS: DIRECT REQUEST FOR INFORMATION

When newcomers request a free copy of our guides, they provide valuable data about themselves and opt-in to receive information from our advertisers. This provides you a personal connection to deliver a targeted message to earn their business first!

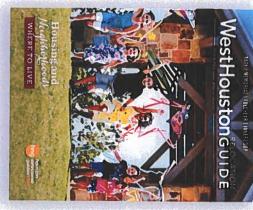






NORTH GUIDE: HOUSTON NEWCOMER

Conroe, Spring, Tomball, Cy-Fair, Kingwood, New Caney Atascocita, Humble, The Woodlands



HOUSTON

Spring Branch,

GUIDE: Parkway & Alief Cypress Fairbanks, Katy, Memorial Fulshear, The Grand NEWCOMER





BAY AREA NEWCOMER

& La Porte Lake Shores, Pearland, Friendswood, Alvin, Nassau Bay, Clear Kemah, El Lago, Webster, Seabrook Clear Lake, League City, Taylor Lake Village

FEATURING:

- Active Adults Neighborhoods and Senior Living
- and Communities
- Relocation
- Home Builders
- High-Rise Living
- Home/Garden
- Healthcare

Banking/Credit Unions

- Education
- Place of Worship
- Business Community
- Entertainment and Events

HoustonNewcomerGuides.com

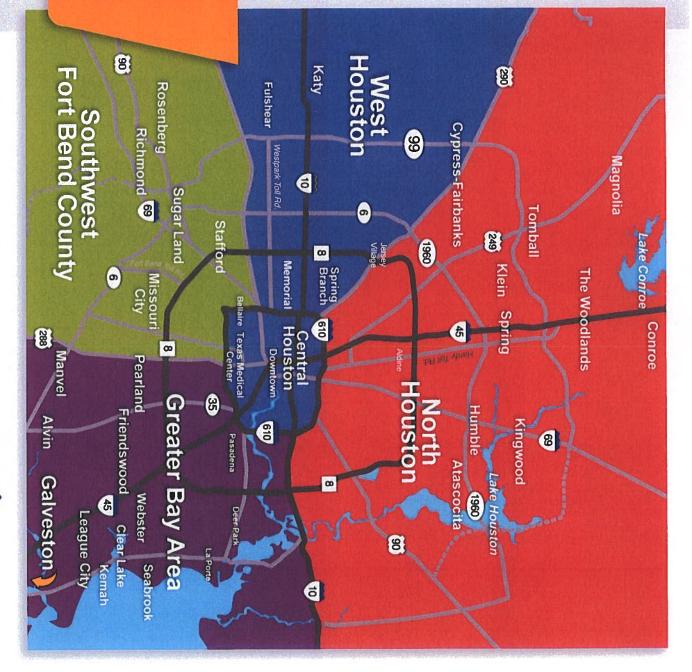


RESEARCH-BASED TARGET MARKETS

For more than 20 years we have compiled and analyzed the data of relocation and moving trends in to Houston. Our research has identified five distinct relocation clusters.

These are Target areas where people live, work and play; but most importantly spend money.

This gives you the freedom to choose very focused market areas for success.



4 TARGET MARKETS COVERING THE GREATER HOUSTON AREA!



WHO ARE OUR READERS?

ANNUAL INCOME

4% > \$25,000

15% \$25,000 - \$49,999

21% \$80,000 - \$124,999 21% \$50,000 - \$79,999

10% \$125,000 - \$174,999

6% \$175,000 +

23% Would rather not say

CATEGORIES OF INTEREST

specific information) who opted into receiving (Percentage based on people

59% Arts & Culture

55% Education

69% Entertainment

57% Healthcare

82% Housing 71% Shopping & Dining

21% Senior Living

54% Sports & Leisure

41% Worship & Religion

MARITAL STATUS

38% Single

34% Married with Family

13% Married, no dependents

3% Retired 12% Does it matter

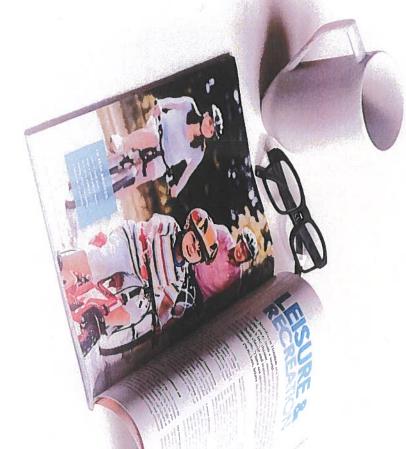
WHEN ARE THEY MOVING

where to move 20% Trying to decide if and 16% Sometime in the future 23% 6 Months - 1 Year 15% 3 - 6 Months 16% 30 - 90 Days 10% Within the next 30 days

WOULD THEY PREFER TO RENT OR BUY

31% Buy 27% Rent now, Buy later 25% Either Rent or Buy **17% Rent**

Information Collected from 2019 magazine requests





REACHING THE NEWCOMER THROUGH INTEGRATED MARKETING

Through print and digital platforms, the *Houston Newcomer Guides* provides comprehensive coverage on what newcomers need to know before they move and provides marketing partners with the ability to leverage our content to establish awareness and engage with newcomers.

RANCHO & SIENNA 2 time winner Community

Thank You, your magazine is on as way!

munity of the Year 2016

Houston & Wilder

lead collection

We keep your business top of mind when this audience is deciding where to spend their money.

Nothing beats the turn of a page



Austin's Most Deputer Neighberhood

HELD REPUTENT





THROUGH DIRECT REQUEST WE REACH NEWCOMERS BEFORE THEY MOVE.

OPPORTUNITIES CUSTOM MARKETING

- Content Sponsorships in Print & Online
- Native Advertising
- Branded e-Blasts
- eNewsletters
- Online Blogs





HIGH IMPACT

PRINT

CUSTOM

SIENNA PLANTATION RANKS AS HOUSTON'S TOP SELLING COMMUNITY



ATION IS THE HOUSTON AREAS TOP-SELLING MASTER.
IMUNITY — AND IS RANKED NO. 15 IN THE NATION —
DA RECENTLY RELEASED REPORT BY HOUSING RESEARCHER

RANCHO * SIBNA 2 time winner Community of the Year 2016

Thank You, your magazine is on its wey!

Thank You, your magazine is on its way

Houston Guide

e-NEWSLETTERS & e-BLASTS

Houstonguipe

TE TO THE PARTY

LEARN MORE ATWWW.SIENNAPLANTATION.COM

FORT & BEND

Top Austin Naighborhood

ustar's Mast Deputer Neighbo





Bellybands

Gatefolds

Inserts









French Door

Foldout Poster Inserts



HIGH IMPACT & CUSTOM MARKETING OPPORTUNITIES

RATE CARD

PREMIUM ADS

PER PUBLICATION

BACK COVER	\$10,950
INSIDE FRONT COVER	\$9,590
INSIDE BACK COVER	\$9,590
PAGE 1	\$9,590
PAGE 2	\$9,590
PAGE OPPOSITE TABLE OF CONTENTS OR INTRO	\$9,590
*10% PREMIUM FOR GUARANTEED PLACEMENT	
ADS	
FULL PAGE	\$8,590
TWO-THIRD PAGE VERTICAL	\$7,350
HALF PAGE	\$5,790
THIRD PAGE	\$3,790
ONE-SIXTH PAGE	\$2,370
CUSTOM COVER	
800 COPIES - FRONT COVER	\$4,000
1,000 COPIES - FRONT COVER	\$5,000
1,000 COPIES - ALL 4 COVERS BRANDED	\$6,000
TWO EDITION CUSTOM COVER - 1,000 COPIES EACH	\$8,000

LOCAL MARKET PACKAGE 1 Market - Digital, Print and Leads Annually

1/2 PAGE OPTION FULL PAGE OPTION	PACKAGE VALUE	FULL PAGE INVESTMENT	1/2 PAGE INVESTMENT	WEEKLY LEADS	FEATURED LISTING	E-NEWSLETTER	ONLINE ADVERTORIAL	WEB BANNERS
\$7,700 \$9,100		\$7,400	\$4,500	YES	(1)	(1)	(1)	(1)300×250,(1)300×600



MULTIMEDIA BUNDLES

INVESTMENT \$8,	PACKAGE VALUE	WEEKLY LEADS	BLOG POST	FEATURED ONLINE LISTING	ONLINE ADVERTORIALS	PRINT ADVERTORIAL (1) Full	PRINT AD SIZE (1) Full	WEB ADS (SIZES) (1)	1 or 2 n
\$8,160 Annually	\$13,369	Yes	(1)	(1)	(1)	(1) Full or (2) Half Pages	(1) Full or (2) Half Pages	(1) 300 x 250 (1) 300 x 600	SILVER 1 or 2 markets annually
\$14,400 Annually	\$21,278	Yes	(2)	(2) 1 per market	(2) 1 per market	(2) Full or (4) Half Pages 1 full or 2 half pages per market	(2) Full or (4) Half Pages 1 full or 2 half pages per market	(1) 300 x 250s (2) 300 x 600s 1 per market	GOLD 2 markets annually
\$18,000 Annually	\$27,192	Yes	(3)	(3) on home & housing 1 per market	(3) 1 per market	(3) Full Pages 1 full page per market	(3) Full Pages 1 full page per market	(2) 300 x 250s 1 per market (1) 300 x 600	PLATINUM 3 markets annually
\$24,000 Annually	\$36,364	Yes	(5)	(5) on home & housing 1 per market	(5) 1 per market	(5) Full Pages 1 full page per market	(5) Full Pages 1 full page per market	(3) 300 x 2501 per market(2) 300 x 600s1 per market	DIAMOND 5 markets annually

SAVE UP TO 39% WHEN YOU CHOOSE A BUNDLE!



OUR NEWCOMER GUIDES ARE THE MOST RESPECTED RELOCATION RESOURCE SERVING THE GREATER HOUSTON AREA

The Houston Area Newcomer Guides is provided **FREE** of charge and is made available at:

- Local Chambers of Commerce
- Real Estate Offices
- Real Estate Developments
- HR Recruiting Departments
- Visitor and Welcome Centers
- Totals & Comparate Louising
- Hotels & Corporate HousingHouston Association Realtors
- Area Title Companies

- Relocation Companies
- Online Order
- Homebuilders
- Houston Relocation
- **Professionals**
- Hospitals
- Schools
- Mortgage Companies

WHAT WE OFFER YOU:

MAPPED ADDRESSES
COUPONS SOCIAL MEDIA LINKS
INCENTIVE OFFERS PHOTOS
LINKS TO WEBSITES AND EMAIL

HoustonNewcomerGuides.com



BUILT-IN LEAD GENERATION

	Phone *	Select an option *				<u>E</u>	ber	Street address *		Company Name		First Name	United States (US)	Country*
	ľ	Postcode / Zip	ZIP.			Apartment, suite, unit etc. (optional)	House number and street name					Last Name*	us)	
Additional comments	Please select	Annual household income	Sports & Leisure Worship & Religion	Shopping & Dining	Genber Living	Entertainment Healthcare	Arts & Culture Education	I would like to hear more about *	Please select	Would you prefer to rent or buy?*	Please select	When are you planning to move?*	Please select	Tell us about yourself *

Lead generation driving new business has a new approach. Rather than sitting at a trade show table for hours on end, or spending thousands of dollars each month for clicks in hopes consumers will fill out a contact form.

Our Audience has buyers requesting information from our website for products and services that they are wanting giving you the opportunity to pitch your product or services to someone who has given you permission.

We have a proven digital request form where leads are generated and optimized, then sent to you with all the important demographics and interests.

Our Leads have a higher conversion success rate than our competitors because the prospect is pre-qualified before you ever receive the lead including a double opt-in giving permission to contact them with information.



Utilized by thousands of area employers, here is just a snapshot of our top distribution partners

AAA Texas

Aldine ISD

Anadarko Petroleum

AON Hewitt

Baker Hughes

Baylor College of Medicine

BBVA Compass

Belhaven College

Bush Intercontinental Airport

Channelview ISD

Children's Memorial Hermann

Christus St. Catherine Hospital

City of Conroe

City of Magnolia

City of Willis Conroe ISD

Conroe Regional Medical Center

Crosby ISD

Cynthia Woods Mitchell Pavilion

Cypress Fairbanks ISD

Devry University

Fluor Corporation

FMC Technology

Geico Insurance

GEXA Energy

Goodman Distribution

Hewlett Packard

Houston Community College System **Houston Baptist University**

Houston ISD

Huffman ISD

Humble ISD

lgloo

Insperity

Katy ISD

Katy Mills Mall

Kelsey Siebold Clinics

Kingwood Pines Hospital

Klein ISD

La Centerra

Lamar Consolidated School District

Magnolia ISD

Memorial Herman

MD Anderson Cancer Centers

Methodist Hospital System

Michael E. DeBakey VA Medical

Montgomery County Hospital

Mustang Engineering

New Caney ISD

Next Level Urgent Care

North American University

Oak Bend Medical Center

Prairie View A&M University Our Lady of the Lake University

Rice University

Schlumberger Technology

Sheldon ISD Second Baptist School

Splendora ISD

Spring Branch ISD

St. Luke's Episcopal Hospital

Texas A&M Health Science Center

Texas Children's Hospital

Texas Heart Institute

Texas instruments

Texas Medical Center

Texas Southern University

The Art Institute of Houston

The Menninger Clinic

The Regis School

The Wood Group

Tomball ISD

Total Gas & Power

United Airlines

University of Houston

University of St. Thomas

University of Texas Medical Branch

US Oncology

UT Physicians

Waste Management Houston

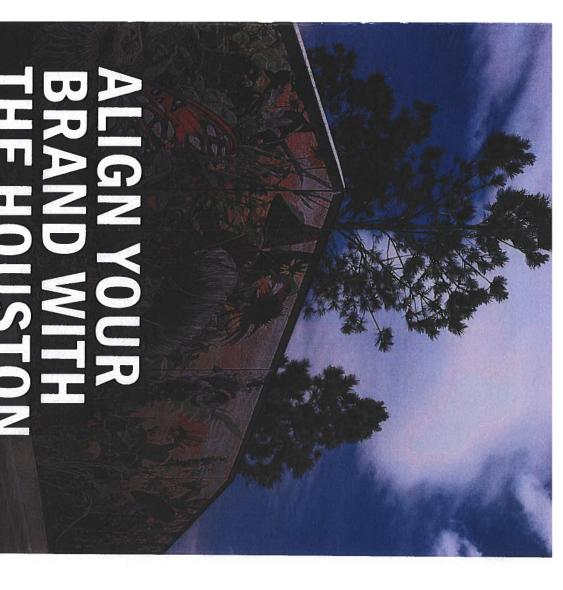
Wells Fargo

Willis ISD

XTO Energy







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Jill Roe, Associate Publisher

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Debora Licón, Senior Graphic Designer

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MATERIALS SUBMISSION

Please use our **client center portal** to upload materials. Contact your account executive for login information.

web.apps.maghub.com/clients/login





to allow for gutter) center without text/logos (leave .5" minimum in the LIVE AREA: 16.25" x 10.375" 16.75" x 10.875" 17" x 11.125" TWO-PAGE SPREAD

FULL PAGE NON-BLEED 7.5" x 9.75"	LIVE AREA: 7.875" x 10.375"	TRIM SIZE: 8.375" x 10.875"	FULL BLEED: 8.625" x 11.125"	FUL PAGE BLEED	**********************
		•••••		••••	

Lina D
700
PAGE 4.875" x 9.75"
×

	HALF PAGE (H) 7.5" x 4.75"

*3
HALF PAGE (V) 4.875" x 7.5"
A P

Tips: **Ad Creation Helpful**

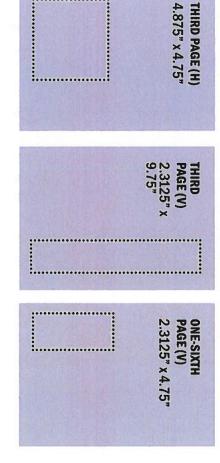
- Create ad at a minimum of 300 dpi and save in CMYK
- Convert all type to paths/curves/outlines

Embed all

- Be sure to flatten all artwork images, graphics and fonts
- (including transparency)

Publication Trim Size:

- ▶ 8.375" x 10.875"
- **Bleed Specifications** include a 0.125" Bleed
- All Covers and Premium and submitted as a Bleed. Positions must be designed



Word, Power Point or Publisher files. cropmarks, are preferred. High resolution TIF and EPS files with fonts converted to outlines are also acceptable. We do not accept High resolution, flattened, PDF files, with fonts embedded and no

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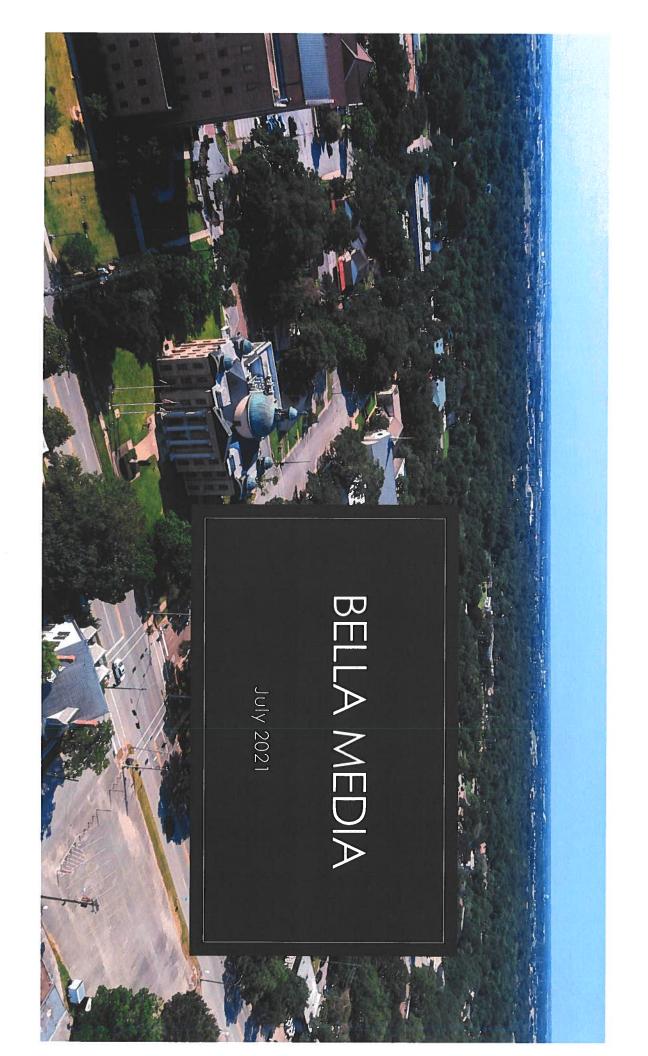
For an Appointment, see your Advisor:

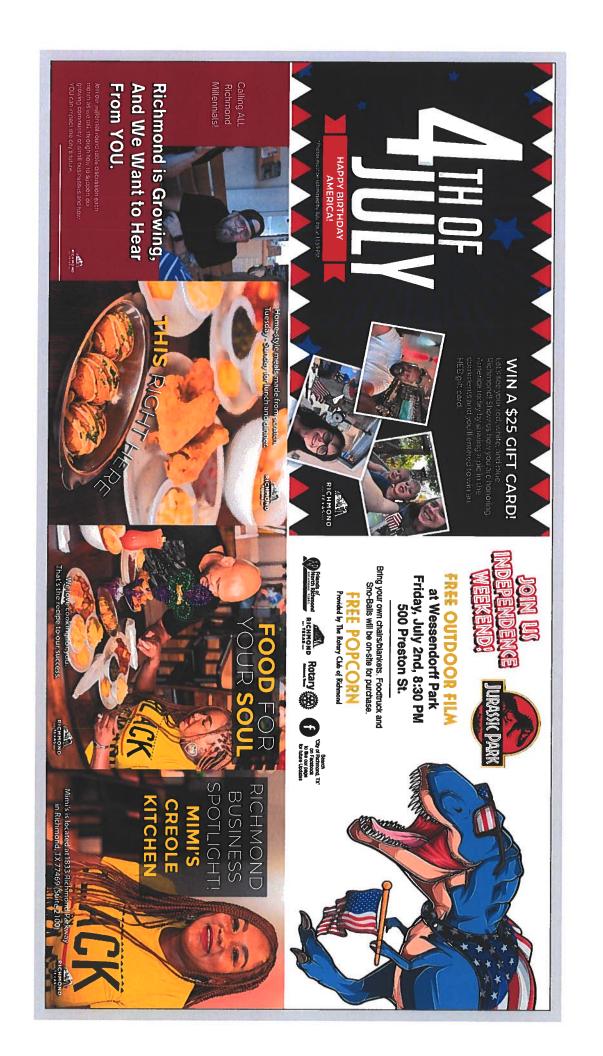
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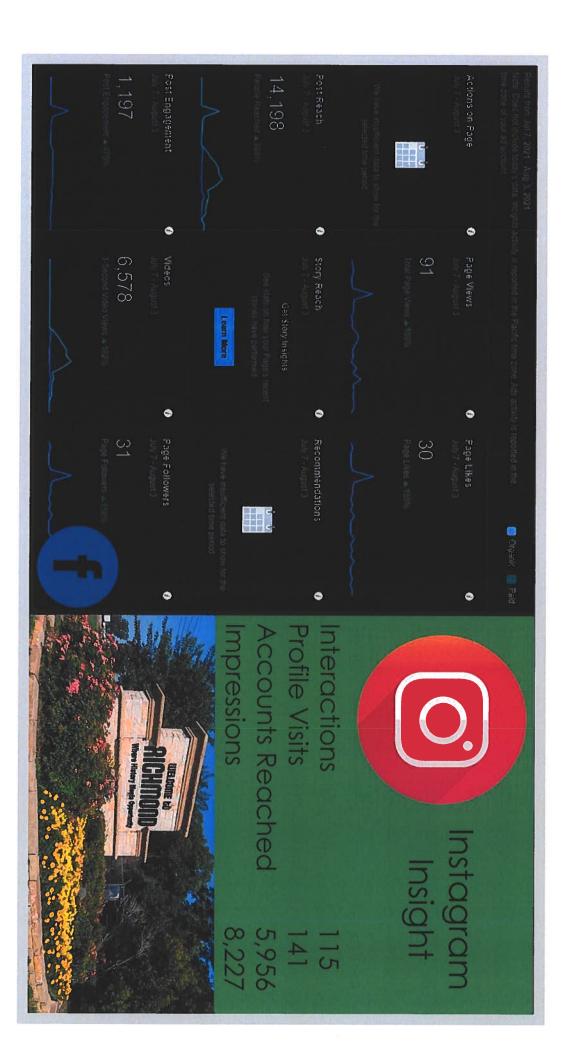
Fort Bend County SBDC 117 Lane Drive, Suite 29 Rosenberg, Texas 77471 281-499-9787 sbdcfortbend@uh.edu













Retailer Match List

RICHMOND, TEXAS

Prepared for Development Corporation of Richmond July 2021

Retailer Match List

Richmond, Texas

Andy's Frozen Custard

Applebee's

Arby's

Big Lots

Chicken Express

Chicken Salad Chick

Conn's

Costa Vida Fresh Mexican Grill

Dickey's Barbecue Pit

Dunkin' Donuts

Dutch Bros. Coffee

Einstein Bros Bagels

Fuzzy's Taco Shop

Harbor Freight Tool

Holiday Inn

Holiday Inn Express

Huddle House

Jeremiah's Italian Ice

Joann Fabric and Craft Stores

Krispy Kreme Doughnuts

Natural Grocers

Northern Tool + Equipment

Ollie's Bargain Outlet

Outback Steakhouse

Papa Murphy's

Pet Supermarket

Pet Supplies Plus

Shoe Dept.

Shoe Show

Slim Chickens

Sprouts Farmers Market

Tuesday Morning

Walk Ons Bistreaux and Bar

Which Wich

About The Retail Coach

The Retail Coach is a national retail recruitment and development firm that combines strategy, technology, and creative expertise to develop and deliver high-impact retail recruitment and development plans to local governments, chambers of commerce, economic development organizations and private developers.

Through its unique Retail360® Process, The Retail Coach offers a dynamic system of products and services that better enable communities to maximize their retail development potential.

Retail360° Process

Providing more than simple data reports of psychographic and demographic trends, The Retail Coach goes well beyond other retail consulting and market research firms' offerings by combining current national and statewide demographics and trend data with real-world, "on-the-ground" information gathered through extensive visits to our clients' communities. Every community is different, and there is no "one size fits all" retail recruitment solution. Compiling the gathered data into client-tailored information packets that are uniquely designed for, and targeted to, specific retailers and restaurants who meet the community's needs help assure our clients that they are receiving the latest and best information for targeted retail recruitment efforts — all with personal service and coaching guidance that continues beyond the initial project scope and timeline.

Our Retail360® Process assures that communities get timely, accurate and relevant information. Translating that data into the information that retailers need and seek assures our clients even better possibilities for tremendous retail growth and success.



Development Corporation of Richmond Jerry W. Jones Jr.

Economic Development Director

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Phone 281.342.5456 jjones@richmondtx.gov RichmondEcoDev.com





The Retail Coach

ACKNOWLEDGMENTS

The observations, conclusions and recommendations contained in this study are solely those of The Retail Coach, LLC and should not be construed to represent the opinions of others, including its clients, or any other entity prior to such entity's express approval of this study.

All information furnished is from sources deemed reliable and is submitted subject to errors, omissions, change of terms and/or conditions.

Sources used in completing this study include: infoUSA™, Applied Geographic Solutions, Environics Analytics, ESRI, U.S. Census Bureau, Economy.com, Placer.AI, Spatial Insights Inc., Urban Land Institute, CensusViewer.com, International Council of Shopping Centers, and/or U.S. Bureau of Labor and Statistics. To better represent current data, where applicable, portions of estimated actual sales may be calculated using an average sales per square foot model. Mapping data is provided by Google, Nielsen, ESRI and/or Microsoft Corporation.

All information furnished is from sources deemed reliable and is submitted subject to errors, omissions, change of terms and/or conditions.

COME DISCOVER RICHMOND

If you've never been to the City of Richmond, Texas, it's time for a visit! Not only does it offer a unique blend of Texas history and small-town charm, but it is also surrounded by historic homes & museums, great restaurants with mouthwatering food, and fabulous boutique shops with something for everyone. As one of the oldest cities in Texas, it also happens to be the county seat for Fort Bend County and home to some of the most prominent Texans in the history of our state.







WE WANT YOU HERE IN RICHMOND

Tastes of The Town!

- Buena Vista Mexican Restaurant

- Rudy's "Country Store" and Bar-B-Q
 Crazy Coffee Café
- Orient Café
- Baytown Seafood

- LaMonte's Italian
- La Cocina
- Doner & Gyros





WE'VE GOT YOU COVERED!

We hope to see you touring our Fort Bend Museum or Morton Cemetery. While you are here, consider staying in one of our conveniently located hotels. Whether it's shopping, dining, or tours of historic sites, Richmond has you covered!



Visit Us

402 Morton St. Richmond, Texas 77469

www.richmondecodev.com



A SIP OF **COMMUNITY SPIRIT**

Blockhouse is the jumping-off point to explore historic town

WORDS AND PHOTOS BY JEAN HARE

imee Frederick hears it all the time: "They say, 'I wish I'd known this was here." Specifically, "this" is Blockhouse Coffee & Kitchen, and generally, "here" is downtown Richmond, Texas, and "they" are new visitors to both. Frederick, who owns Blockhouse with her husband, Cody Frederick, isn't surprised at all to hear how people are charmed by the community that's forming around "Jax & 7th," the building at the intersection of Jackson Street and 7th Street, which also houses The Kombucha Co.; The Guild, an event venue that brings together local makers and residents; and Studio Vibes, a photography and video studio with a variety of offerings for creatives.

Downtown Richmond, with its old oak trees and rich history anchored by an easy-to-navigate street grid accented with white picket fences, has all the ingredients to support a vibrant community of makers and entrepreneurs. Aimee Frederick has embraced the area completely, seeing herself as Richmond's "unofficial ambassador ... supporting what's here and growing it more."

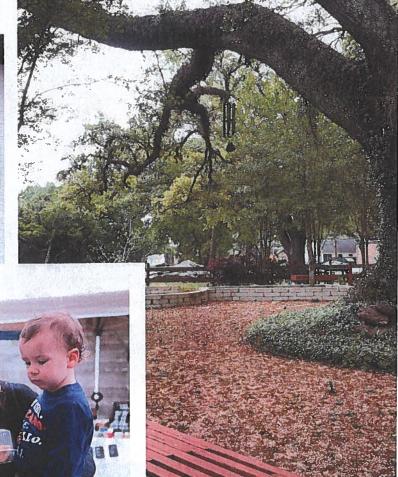
From the start, Frederick intended Blockhouse to be more than just a local coffee shop. It's also a vehicle for building community. "I think a coffee shop is primed to serve this purpose because of how people naturally interact with cafés—as a next-best place to gather outside of someone's home," says Frederick.

For example, on the day I visit Blockhouse, I see beautiful floral art made by Cynthia Jackson, available in stationery, prints and other items for sale. Jackson's business, Dash Blossoms, grew from her experiences as a mother to a child with special needs.

Jackson's art is displayed on shelves made by Zach Lambert, as was almost all the furniture in the coffee shop. It was his first job in the area, and it helped him launch his own endeavor in Richmond, Mercy Goods. At Mercy Goods, Lambert provides not only unique, hand-crafted home goods, but does so while providing work and mentoring opportunities to local at-risk youth. And these are just two intersections that connect at Jax & 7th with talent around Richmond.

Aimee Fredericks (below) handing sweet treats to regulars in her Blockhouse community.

JAX & 7TH



The community spirit that Frederick has cultivated especially shines on Sunday Market Days, when local vendors spread out their wares in the backyard behind Jax & 7th. It's kind of like a farmers market, only even more intimate. Frederick's vision for the bi-monthly market is to connect local makers, running small food and craft business under cottage law, with Blockhouse's patrons. On any given Market Day, you might find bagels and pie-by-the-slice, candles and seedlings, or clothing and jewelry.

Jax & 7th is like a portal to the creative energy surging in Richmond. Richmond's energy isn't limited to what's new around Jax & 7th. It's also rooted in the area's past. If you head outside to the backyard behind Blockhouse, you'll spot a whimsical map of downtown Richmond—with black and white copies available inside, perfect for letting the kids color! Frederick made the map with families in mind, to invite Blockhouse's customers to explore more of downtown Rich-

mond. The map features illustrations by local illustrator Charles Bey to display the types of things "you read about in a history book," says Frederick.

The easy walk covers about 20 blocks, guiding visitors to historic homes, parks perfect for a picnic, and an old hotel that may or may not be haunted.

The tour brings history close enough to touch as it follows a path featuring several enduring historic buildings. Just around the corner from Blockhouse is the Fort Bend Museum (fortbendmuseum.org) comprising two historic homes open for touring and a gallery that explores early Texas and Fort Bend County history. This summer, the museum reopens with all-new exhibits and event space. Site Manager Ana Alicia Acosta says the new expansion will tell more diverse stories around the area's history, as well as add interactive exhibits that will likely be just as fun for adults as their kids. The museum will host its final Sunset Music Concert in June, and July brings back Summer History Fridays, where "young historians get to explore a different historical theme," says Acosta.

The Old 1908 Courthouse, the first building in Fort Bend County

The community spirit that Frederick has cultivated especially shines on Sunday Market Days, when local vendors spread out their wares in the backyard behind Jax & 7th. It's kind of like a farmers market, only even more intimate.

to be added to the National Register of Historic Places, still presides over downtown and houses some of the county's offices and courts. It has undergone restoration to make it look as much as possible like it did in 1908. Entry along Liberty Street can offer glimpse of the threestory rotunda and its colorful green walls. Across the street, on Jackson Street between 4th and 5th street, tour stops eight and nine showcase not only beautiful period architecture, but also two historical markers: a home where a Texas Ranger used to live, and a church once attended by some of Stephen F. Austin's "Old 300."

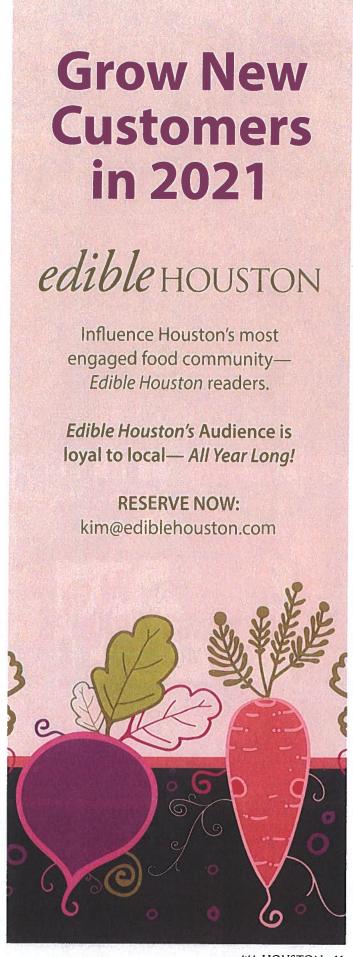
The first and last stop on the map is, naturally, Blockhouse Coffee & Kitchen. With a delicious breakfast and lunch menu (the potato tacos are scrumptious) and cool shade under the oak trees in the yard, Blockhouse is a perfect spot to rest on an outing to Richmond. Other than the Sunday Markets, the backyard also hosts weekly yoga classes, monthly story time, as well as a fun playground and large picnic tables. The facilitation of new friendships is part of what they love about going to Blockhouse, says Rachel Dickerson of Sugar Land, as her family joins the others enjoying the playground and treats purchased at the Sunday Market.

Aimee Frederick says it best herself: "Coffee and community go hand in hand."

Richmond isn't like other suburbs. Historic buildings anchor the city in its past through literal brick and mortar, while a contemporary artisan community is poised to bring the city into an even more vibrant future. It has exciting potential yet is small enough to maintain relaxed and open connections among people with a vision for what could be. Richmond may be off the beaten path, but that's what makes it worth the trip. @

You can find out more about the Blockhouse community at www.blockhousecoffee.com. Keep up with news on Instagram @blockhouse_coffee.

A proud native of Southwest Houston, Jean Hare never gets tired of exploring her hometown. She is also an avid knitter and photographer. Find her on Instagram @orangejeanius.





9. Consider taking action on requests for future agenda items.



10. Excuse from Attendance at Regular DCR Meeting.



11. Adjourn to Executive Session, as authorized by Texas Government Code, Section 551.087, Deliberation Regarding Economic Development Negotiations.



EXECUTIVE SESSION

In accordance with Chapter 551, Government Code, Vernon's Texas Code Annotated (V.T.C.A.) (Open Meetings Law), "The Board of Directors may meet in a Closed Executive Meeting pursuant to provisions of the Open Meetings Law, Chapter 551, Government Code, V.T.C.A. in accordance with the authority contained in the following section"; Section 551.087, Deliberation Regarding Economic Development Negotiations.

- A. Project Slice
- B. Project Battleship
- 12. Reconvene into Open Meeting, and take action on items, if necessary.
- 13. Adjournment.