



DEVELOPMENT CORPORATION of RICHMOND

**CITY COMMISSION CHAMBER,
600 Morton Street, Richmond, Texas,**

Wednesday February 15, 2023 at 5:00 p.m. and

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

Join Zoom Meeting

<https://us06web.zoom.us/j/86824023466>

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 January 10, 2023.
5. Review Financial Reports through January 31, 2023.
6. Review and Discuss the Director's Report.
7. Review and Discuss the Farmers Market Initiative and Contractual Agreement.
8. Excuse from Attendance at Regular DCR Meeting.
9. Future agenda items.
10. 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.

- E1. Project Firehouse
- E2. Project Normandy

OPEN MEETING

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

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.

CERTIFICATE

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 10th day of February 2023, at ____ a.m./p.m.

Lasha Gillespie, City Secretary



1. Call to Order.



DEVELOP
RICHMOND

EST. TEXAS 1837

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



DEVELOP
RICHMOND
EST. TEXAS 1837

The United States 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.



The Texas Pledge of Allegiance:



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

- 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 January 10, 2023.**



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 January 10, 2023, at 5:00 p.m. Directors in attendance included the following:

President, Kit Jones
Vice President, Tim Jeffcoat
Secretary, Nancie Rain
Becky Haas
William B. Morefield, III
Treasurer, Barry Beard

City Manager Terri Vela
Economic Development Director, Jerry Jones
City Attorney, Gary Smith
City Secretary, Lasha Gillespie

Agenda item A.1 Call to Order

- Secretary Nancie Rain proceeded to call the meeting to order at 5:04 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. Quorum was determined and meeting was declared open

Agenda item A.2 Recite the Pledge of Allegiance to U.S. and Texas Flags

- The Pledge of Allegiance to the U.S. Flag and Texas Flag was recited.

Agenda item A3. *Elect Officer Positions for the DCR Board.*

- *This topic was tabled until later in the meeting.*

Agenda item A4. Public comments.

- There were no individuals signed up to speak therefore the agenda item was closed.

Agenda item A5. Review and consider taking action on the minutes of the regular meeting held on December 13, 2022.

- Director Morefield moved to approve the minutes of the regular meeting held on December 13, 2022 with the correction that he was in attendance. Treasurer Beard seconded. Item passed unanimously.

Agenda item A6. Review Financial Reports through December 31, 2022.

- Assistant Director Isaias Preza Isaias presented the Financial Reports for the period ending December 1, 2022, to the Board. Treasurer Beard mentioned that he had spoken with AD Preza earlier and asked for a more simplified report along with a few KPIs.

Agenda item A7. Review and Discuss the Director's Report.

- Economic Director Jerry Jones provided the Board with a Director's Report and requested any questions or comments. Director Haas asked for a report to be included in the Director's Report that lists all of the properties that are available inside the city limits.
- Director Beard commented on the ECONOMIX report, a conference of professionals in the economic development field that network to improve their local communities. According to Mr. Beard, the city would benefit from a more thorough report on the information acquired and the lessons learned from these types of events.

****Agenda item 3.** Elect Officer Positions for the DCR Board.

Secretary Rain opened the floor for nominations.

- **President-** Director Morefield nominated Kit Jones for President. Director Beard seconded. Motion passes unanimously. Kit Jones elected as President of the DCR Board. *(Due to Joe Bonham's resignation, the position of President has been vacant since August 2022. Kit Jones has been serving in that capacity).*
- **Vice President** – Director Haas nominated Tim Jeffcoat for Vice President. Director Morefield seconded. Motion passes unanimously. Tim Jeffcoat elected as VP of the DCR Board.
- **Secretary** – Director Morefield renominated Nancie Rain as Secretary. Director Beard seconded the. Motion passes unanimously. Nancie Rain elected to continue serving as Secretary of the DCR Board.
- **Treasure-** Director Haas nominated Barry Beard for Treasurer. Director Morefield seconded. Motion passes unanimously. Barry Beard elected as Treasurer of the DCR Board.

Agenda item 8. Review and Discuss the Develop Richmond 2022 Annual Report.

- The item was introduced by Director Jones, who then invited questions and/or comments. The document was well-received overall.

Agenda item 9. Review and consider taking action on approving the Development Corporation of Richmond TX Marketing Strategy RFP.

- In his remarks to the Board, ED Jones addressed the feedback the Board had previously given him over this subject. Director Beard continued by saying that when a marketing plan is submitted, there needs to be practical means to determine whether our marketing is effective. The topic of what will be submitted and how businesses will interpret the RFP was also discussed by ED Jones and the Board members.

Agenda item 10. Review and Discuss the Downtown Parking Study.

- According to ED Jones, the study focuses on Downtown and certain parking-related possibilities that can be considered going forward.

Agenda item 11. Excuse from Attendance at Regular DCR Meeting.

- Director Morefield moved to accept excuses of absence from Nancie Rain and Kit Jones. Director Beard seconded. Motion passes unanimously. Agenda item closed.

Agenda item 12. Future agenda items.

- Director Haas requested a list of businesses that change or close.

Agenda item 13. Adjourn to Executive Session, as authorized by Texas Government Code, Section 551.087, Deliberation Regarding Economic Development Negotiations.

- Adjourned to Executive session at 6:15 pm.

Open Meeting

Agenda item 14. Reconvene into Open Meeting, and take action on items, if necessary.

- President Jones authorized ED Jones to secure a landscaping firm for the back side of former fire station. Not to exceed more than \$17, 000.

Agenda item 15.

- President Jones adjourned the meeting at 6:43 pm.

APPROVED:

Kit Jones, President

ATTEST:

Lasha Gillespie, City Secretary

**5. Review Financial Reports through
January 31, 2023.**





Account	Name	Balance	
Fund: 800 - DEVELOPMENT CORPORTION FUND			
Assets			
800-1101	CLAIM ON CASH-DEVELOPMENT CORP	4,428,891.58	
800-1410	SALES TAX RECEIVABLE	343,158.64	
	Total Assets:	<u>4,772,050.22</u>	<u><u>4,772,050.22</u></u>
Liability			
	Total Liability:	<u>0.00</u>	
Equity			
800-2900	UNAPPROPRIATED SURPLUS	4,246,687.19	
800-2920	RESTRICTED	457,715.93	
	Total Beginning Equity:	<u>4,704,403.12</u>	
Total Revenue		734,791.79	
Total Expense		667,144.69	
Revenues Over/Under Expenses		<u>67,647.10</u>	
	Total Equity and Current Surplus (Deficit):	<u>4,772,050.22</u>	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u><u>4,772,050.22</u></u>



Account	Name	Balance
Fund: 703 - DCR CAPITAL PROJECTS FUND		
Assets		
703-1101	CLAIM ON CASH-DCR CAPITAL PROJ	440,479.99
	Total Assets:	440,479.99
		<u>440,479.99</u>
Liability		
	Total Liability:	0.00
Equity		
703-2900	UNAPPROPRIATED SURPLUS	441,716.62
	Total Beginning Equity:	441,716.62
Total Revenue		4,997.36
Total Expense		6,233.99
Revenues Over/Under Expenses		-1,236.63
	Total Equity and Current Surplus (Deficit):	440,479.99
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>440,479.99</u>



Income Statement Account Summary

For Fiscal: FY2023 Period Ending: 01/31/2023

		Current Total Budget	YTD Activity	Budget Remaining
Fund: 800 - DEVELOPMENT CORPORTION FUND				
Revenue				
RevenueCharacter: 40 - Taxes				
800-4010	SALES TAX REVENUE	1,567,667.00	684,241.39	883,425.61
	RevenueCharacter: 40 - Taxes Total:	1,567,667.00	684,241.39	883,425.61
RevenueCharacter: 45 - Other				
800-4500	OTHER INCOME	5,000.00	0.00	5,000.00
	RevenueCharacter: 45 - Other Total:	5,000.00	0.00	5,000.00
RevenueCharacter: 46 - Interest Income				
800-4600	INTEREST INCOME	75,600.00	50,550.40	25,049.60
	RevenueCharacter: 46 - Interest Income Total:	75,600.00	50,550.40	25,049.60
	Revenue Total:	1,648,267.00	734,791.79	913,475.21
Expense				
ExpenseCharacter: 53 - Supplies				
800-6291-53120	OFFICE SUPPLIES	2,500.00	0.00	2,500.00
800-6291-53121	POSTAGE	500.00	228.60	271.40
	ExpenseCharacter: 53 - Supplies Total:	3,000.00	228.60	2,771.40
ExpenseCharacter: 56 - Purchased Services				
800-6291-56005	TRAVEL AND TRAINING	13,055.15	3,261.37	9,793.78
800-6291-56006	PERIODICALS AND MEMBERSHIPS	23,350.00	5,250.00	18,100.00
800-6291-56021	ADVERTISING	155,891.38	12,455.08	143,436.30
800-6291-56045	BANK FEES	5,000.00	261.12	4,738.88
800-6291-56048	MISCELLANEOUS EXPENSE	4,442.94	1,726.97	2,715.97
800-6291-56080	RESERVE FOR OPPORTUNITIES	678,503.00	0.00	678,503.00
800-6291-56081	TSTC COMMITMENT	100,000.00	100,000.00	0.00
800-6291-56083	CONTRACTED SERVICES	278,528.12	174,153.49	104,374.63
800-6291-56090	RICHMOND HISTORIC DISTRICT	39,965.18	39,965.18	0.00
800-6291-56091	FBC TRANSIT	75,000.00	75,000.00	0.00
	ExpenseCharacter: 56 - Purchased Services Total:	1,373,735.77	412,073.21	961,662.56
ExpenseCharacter: 59 - Intergovernmental				
800-6291-59030	SALES TAX INCENTIVE AGREEMENTS	5,000.00	0.00	5,000.00
	ExpenseCharacter: 59 - Intergovernmental Total:	5,000.00	0.00	5,000.00
ExpenseCharacter: 60 - Transfers Out				
800-6291-60000	TRANSFER TO OTHER FUNDS	255,650.00	94,075.00	161,575.00
800-6291-60007	CITY OF RICHMOND REIMB ALLOC	689,384.00	160,767.88	528,616.12
	ExpenseCharacter: 60 - Transfers Out Total:	945,034.00	254,842.88	690,191.12
	Expense Total:	2,326,769.77	667,144.69	1,659,625.08
Fund: 800 - DEVELOPMENT CORPORTION FUND Surplus (Deficit):		-678,502.77	67,647.10	
	Total Surplus (Deficit):	-678,502.77	67,647.10	

Summary

Project Summary

Project Number	Project Name	Encumbrances	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
16	Wayside Horns	0.00	1,439,452.42	0.00	1,356,525.64	0.00	1,356,525.64	82,926.78
18	Myrtle Street	17,588.97	415,901.36	0.00	393,767.24	1,233.99	395,001.23	3,311.16
22	North 10th ST	0.00	299,900.43	0.00	0.00	0.00	0.00	299,900.43
38	Project MEAD	0.00	25,000.00	0.00	0.00	0.00	0.00	25,000.00
39	Project Neighbor	0.00	22,000.00	0.00	14,465.00	0.00	14,465.00	7,535.00
43	Project Whale	0.00	5,000.00	0.00	0.00	5,000.00	5,000.00	0.00
44	Project Bend	0.00	10,000.00	0.00	10,000.00	0.00	10,000.00	0.00
Report Total:		17,588.97	2,217,254.21	0.00	1,774,757.88	6,233.99	1,780,991.87	418,673.37

Group Summary

Group	Encumbrances	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
DCR Capital Projects	17,588.97	2,217,254.21	0.00	1,774,757.88	6,233.99	1,780,991.87	418,673.37
Report Total:	17,588.97	2,217,254.21	0.00	1,774,757.88	6,233.99	1,780,991.87	418,673.37

Type Summary

Group	Encumbrances	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Capital	17,588.97	2,217,254.21	0.00	1,774,757.88	6,233.99	1,780,991.87	418,673.37
Report Total:	17,588.97	2,217,254.21	0.00	1,774,757.88	6,233.99	1,780,991.87	418,673.37

A Charming Past. A Soaring Future.



CITY OF RICHMOND, TEXAS
Monthly Sales Tax Analysis
For the period ending
January 31, 2023

FY2023



Sales Tax Analysis

DateKey

10/1/2022

1/31/2023

Summary of Performance

Quarter Label	Net Payment	SPA Collections	City Retained SPA	Gross City Collections	MUD Expense SPA	City Retained	Budget Amount	DCR Retained
Q1								
1 - October	763,044	121,907	60,953	587,522	-60,953	526,568	443,249	175,523
2 - November	738,217	137,918	70,244	570,581	-67,673	502,908	503,425	167,636
3 - December	713,376	134,109	67,054	551,795	-67,054	484,741	463,038	161,580
Total	2,214,637	393,933	198,252	1,709,898	-195,681	1,514,217	1,409,712	504,739
Q2								
4 - January	779,887	123,755	61,877	600,384	-61,877	538,507	483,082	179,502
Total	779,887	123,755	61,877	600,384	-61,877	538,507	483,082	179,502
Total	2,994,524	517,688	260,130	2,310,282	-257,558	2,052,724	1,892,794	684,241



Sales Tax Analysis

DateKey

10/1/2022

1/31/2023

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	727,363	763,044	4.91%	503,004	526,568	4.68%	443,249	83,319	18.80%
2 - November	902,127	738,217	-18.17%	612,849	502,908	-17.94%	503,425	-517	-0.10%
3 - December	774,155	713,376	-7.85%	551,299	484,741	-12.07%	463,038	21,704	4.69%
Total	2,403,646	2,214,637	-7.86%	1,667,151	1,514,217	-9.17%	1,409,712	104,505	7.41%
Q2									
4 - January	879,301	779,887	-11.31%	615,903	538,507	-12.57%	483,082	55,425	11.47%
Total	879,301	779,887	-11.31%	615,903	538,507	-12.57%	483,082	55,425	11.47%
Total	3,282,947	2,994,524	-8.79%	2,283,055	2,052,724	-10.09%	1,892,794	159,930	8.45%



Sales Tax Analysis

DateKey

10/1/2022

1/31/2023

DCR Sales Tax

Quarter Label	Prior Year Net Payment	Net Payment	YoY Net % Chg	DCR Prior Retained	DCR Retained	YoY DCR % Chg	DCR Budget	DCR Act/Bud (\$)	DCR Act/Bud (%)
Q1									
1 - October	727,363	763,044	4.91%	167,668	175,523	4.68%	125,450	50,073	39.91%
2 - November	902,127	738,217	-18.17%	204,283	167,636	-17.94%	142,481	25,155	17.65%
3 - December	774,155	713,376	-7.85%	183,766	161,580	-12.07%	131,051	30,530	23.30%
Total	2,403,646	2,214,637	-7.86%	555,717	504,739	-9.17%	398,982	105,758	26.51%
Q2									
4 - January	879,301	779,887	-11.31%	205,301	179,502	-12.57%	136,724	42,779	31.29%
Total	879,301	779,887	-11.31%	205,301	179,502	-12.57%	136,724	42,779	31.29%
Total	3,282,947	2,994,524	-8.79%	761,018	684,241	-10.09%	535,705	148,536	27.73%



Sales Tax Analysis

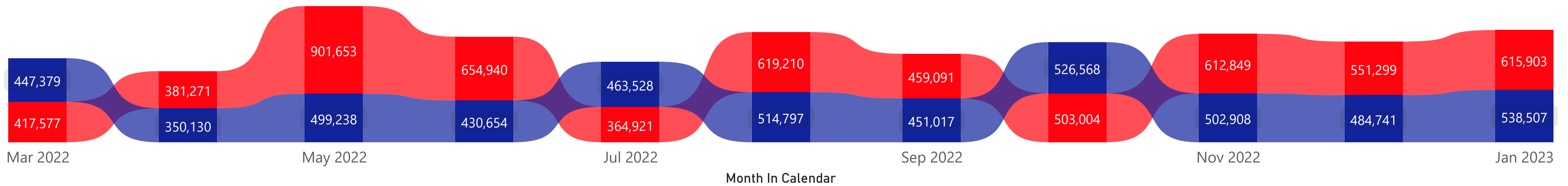
3/1/2022

1/31/2023

City Performance Graphs

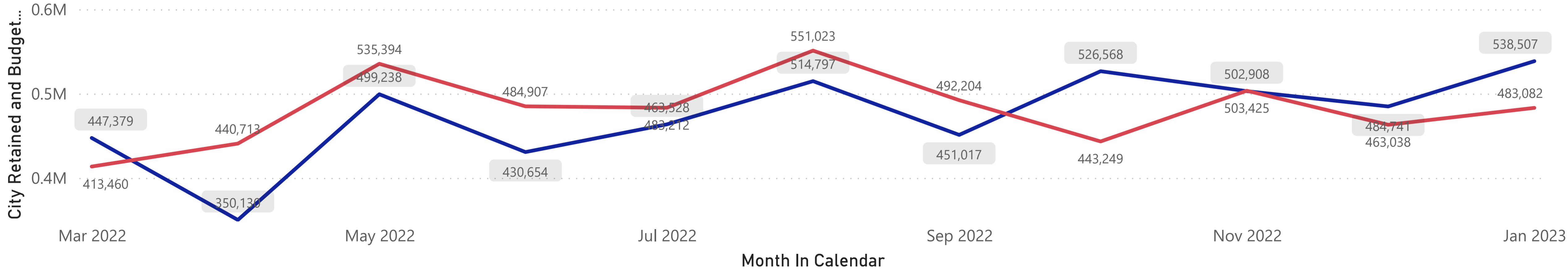
YOY Sales Tax Performance

● Prior Year City Retained ● City Retained



Sales Tax Performance Actual to Budget

● City Retained ● Budget Amount





Sales Tax Analysis

DateKey

3/1/2022

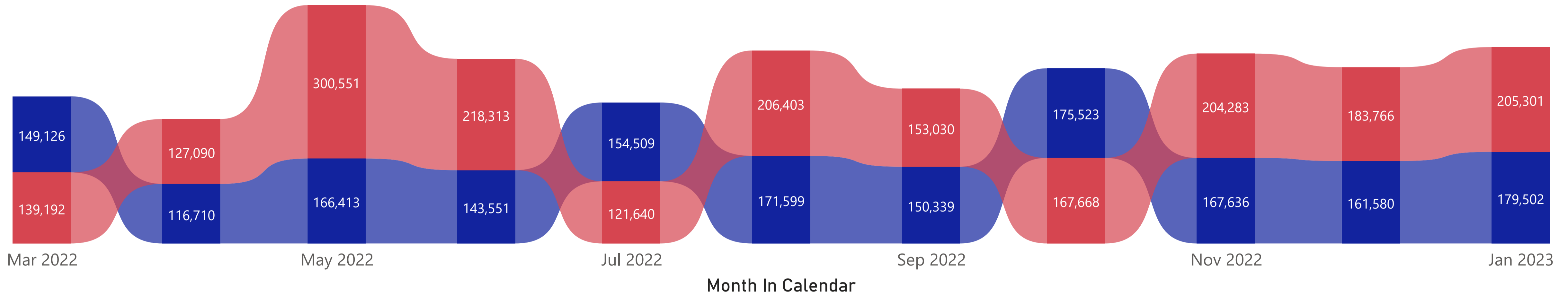
1/31/2023



DCR Historical Performance

YOY Sales Tax Performance

● DCR Retained ● DCR Prior Retained





Sales Tax Analysis

DateKey

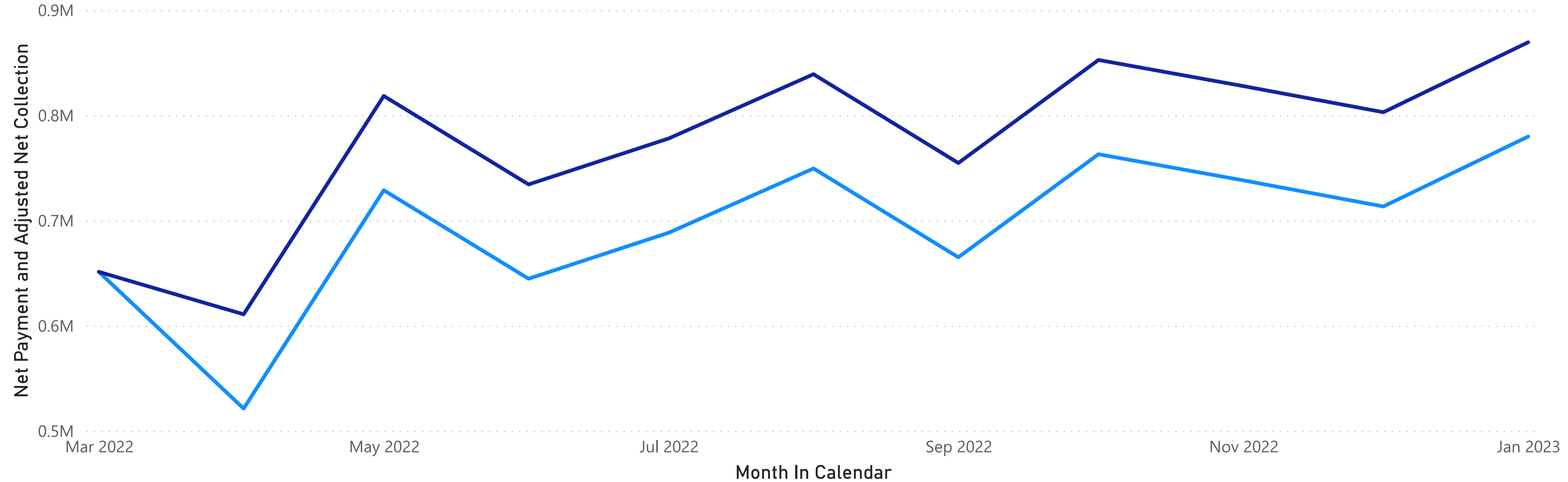
3/1/2022 1/31/2023

Adjusted Sales Tax Figures

Adjusted Sales Tax Collections Graph

Net Payment and Adjusted Net Collection by Month In Calendar

● Net Payment ● Adjusted Net Collection





Sales Tax Analysis

DateKey



Adjusted Sales Tax Table

Adjusted Sales Tax Table

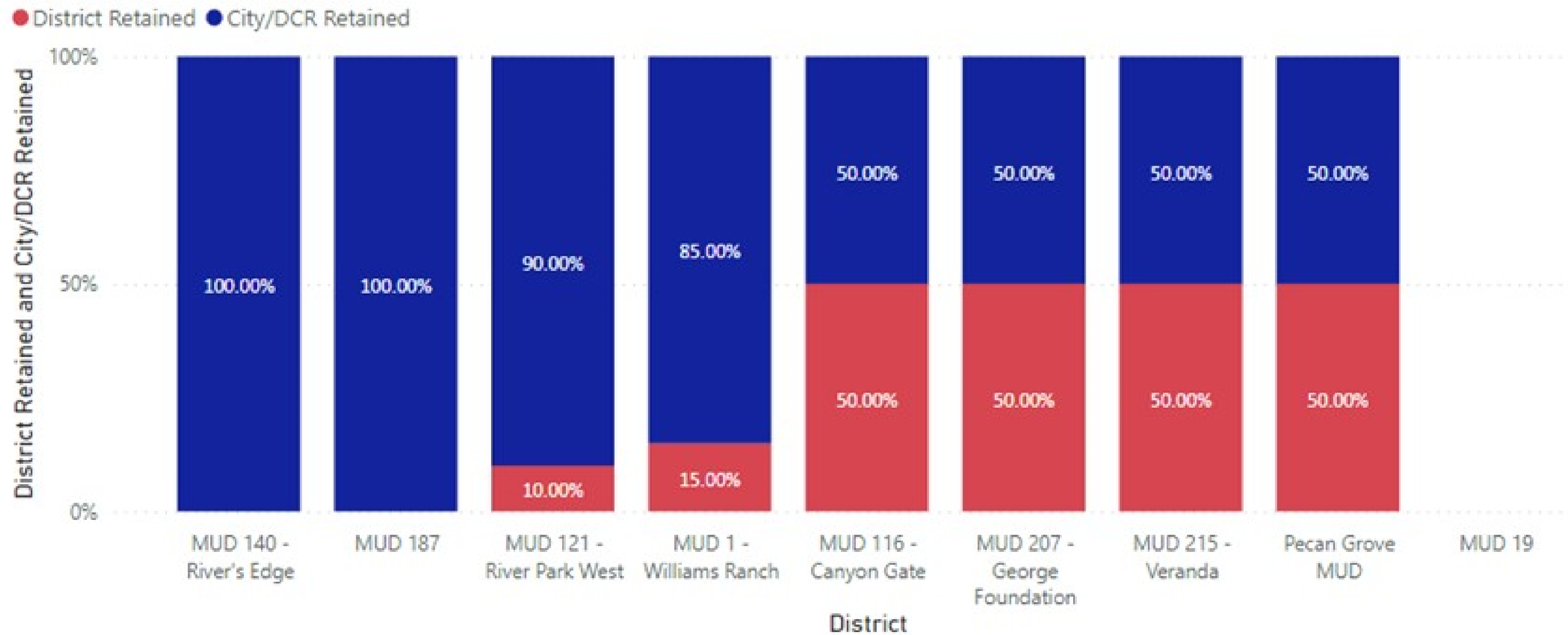
Month In Calendar	Net Payment	Adjustment	Adjusted Net Collection
3/1/2022	651,237		651,237
4/1/2022	521,263	-89,612	610,875
5/1/2022	728,840	-89,612	818,452
6/1/2022	644,723	-89,612	734,335
7/1/2022	688,429	-89,612	778,041
8/1/2022	749,509	-89,612	839,121
9/1/2022	665,093	-89,612	754,705
10/1/2022	763,044	-89,612	852,656
11/1/2022	738,217	-89,612	827,829
12/1/2022	713,376	-89,612	802,988
1/1/2023	779,887	-89,612	869,499
Total	7,643,619	-896,120	8,539,739



Sales Tax Analysis

SPA Allocation Agreements Key

District Sales Tax Allocation



DEVELOPMENT CORPORATION OF RICHMOND
SALES TAX REVENUE

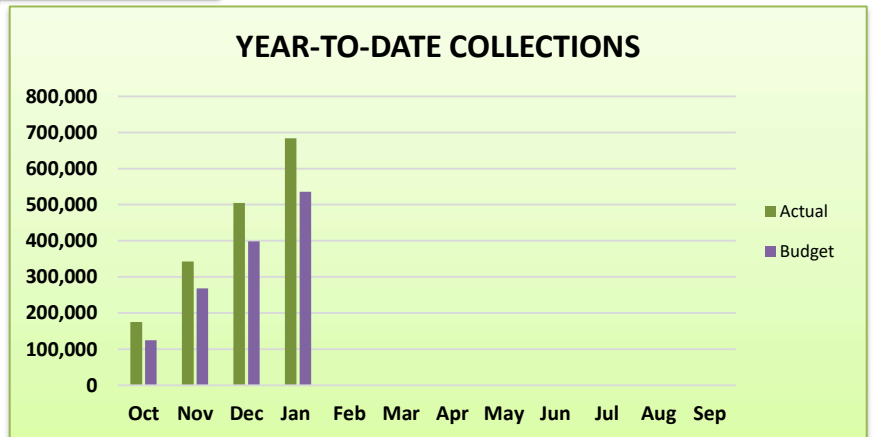
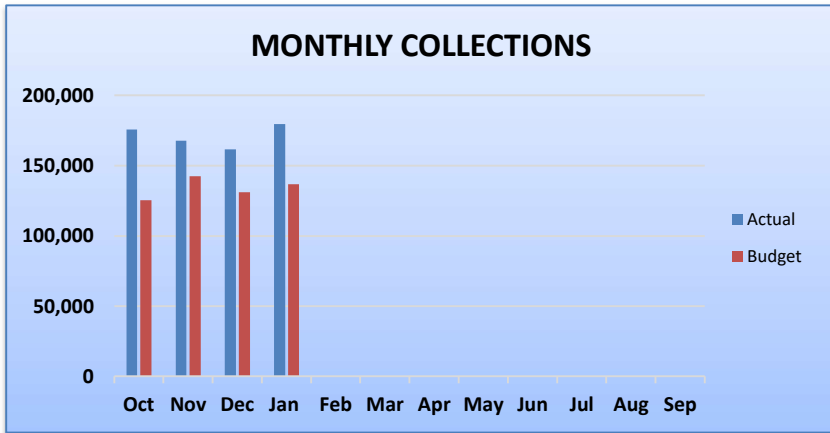
GROSS (Includes City & SPAs)			DCR ALLOCATION <i>Actual Income</i>		DCR BUDGET <i>Budgeted Income</i>		Year-to-Date Target to Budget 100% = Budget
Prior Year %			Monthly	Total Received Year-to-Date	Monthly	Total Budget Year-to-Date	
Total Received	Increase (Decrease) Month to Month						

Fiscal Year 2022

Oct	727,363	20%	167,668	167,668	130,336	130,336	128.64%
Nov	902,127	19%	204,283	371,951	142,460	272,795	136.35%
Dec	774,155	-6%	183,766	555,717	136,474	409,269	135.78%
Jan	879,301	41%	205,301	761,018	129,107	538,376	141.35%
Feb	862,090	5%	199,445	960,463	165,288	703,663	136.49%
Mar	651,237	8%	149,126	1,109,589	121,371	825,034	134.49%
Apr	521,263	-7%	116,710	1,226,299	129,371	954,406	128.49%
May	728,840	-43%	166,413	1,392,712	157,165	1,111,570	125.29%
Jun	644,723	-32%	143,551	1,536,263	142,344	1,253,915	122.52%
Jul	688,429	24%	154,509	1,690,773	141,847	1,395,761	121.14%
Aug	749,509	-15%	171,599	1,862,372	161,753	1,557,514	119.57%
Sep	665,093	-1%	150,339	2,012,711	144,486	1,702,000	118.26%

Fiscal Year 2023

Oct	763,044	5%	175,523	175,523	125,450	125,450	139.91%
Nov	738,217	-18%	167,636	343,159	142,481	267,931	128.08%
Dec	713,376	-8%	161,580	504,739	131,051	398,982	126.51%
Jan	779,887	-11%	179,502	684,241	136,724	535,705	127.73%
Feb	0		0		87,977	623,682	
Mar	0		0		115,942	739,625	
Apr	0		0		119,342	858,966	
May	0		0		148,945	1,007,911	
Jun	0		0		134,832	1,142,743	
Jul	0		0		135,785	1,278,528	
Aug	0		0		152,327	1,430,855	
Sep	0		0		136,812	1,567,667	



6. Review and Discuss the Director's Report.



DEVELOP
RICHMOND
EST. TEXAS 1837



**Director's Report Provided By: Jerry W. Jones Jr.
February 2023**

DCR's Mission and Strategic Priorities

Meeting with Tim Jeffcoat

Director Jeffcoat and I met to discuss the beginning discussions around building a Richmond ecosystem that assists small businesses and startups. The Director offered his resources from SBA to help develop businesses within our community. He presented white papers and other documents to review for various incubator concepts. We will continue to have more information surrounding this matter.

Business Retention and Recruitment

Meeting with Mr. Lyons

Mr. Lyons and I met to discuss a potential business locating in Richmond. We discussed expectations and how we are guided by our industry study. He shared with me that he will compile a presentation and we will meet again as soon as he completes it. Mr. Lyons attended our Coffee at the BLOCK and took strong interest in helping to Develop Richmond.

Meeting with Zain Developer

We met with a developer looking to build retail strip centers and multifamily. We have continued to share with them that quality is a priority. We anticipate further conversation with the developer and want to encourage an excellent quality project. The project is located on FM 359, and the supporting documentation is included in the report.

Potential Investment and Job Creation Prospects

Meeting with AFW

Last week, AFW had a positive meeting with the landowner to further discuss timing, expectations, and positioning for AFW on their remaining tract. The next step is for AFW is to prepare/produce a preliminary site plan which they are working on and will have ready for their review soon. Thereafter, their plan/expectation is to start working on an LOI and terms. They will keep the Economic Development Department posted as they move forward on that front, but they shared with me how they felt like the project is moving in a positive direction thus far.

Meeting with Indigo Project

Indigo is well underway and is already described by urban planners as a great future housing option for Fort Bend and the Greater Houston area. The developers of this unique mixed-use development contacted me to meet and discuss how to create resiliency within their businesses for this development. They want to explore the option of identifying business owners who wish to own the building that will house their business. Although the concept is different from the norm by today's standards, it aligns with creating a town square or a central place to do business in a community, which is the historical beginning of most communities. They want to use the

retail/home concept where retail spaces are on the first floor, and two apartments/condos upstairs can serve as sustainable income to repay a potential business loan. This concept is being used in Dallas more sophisticatedly, while in Bastrop, a looser idea is being used as a similar approach.

They wanted to explore the SBA 504 loan and other available SBA resources. They want the department to assist them with hosting a business fair in the coming months and want to understand all of the SBA programs and resources fully. We put them in contact with Tim Jeffcoat's office and remain available to assist them as they move forward.

Promotes Availability of Sites/Buildings

Pre- Application Meetings: These are initial conversations; nothing is final. They are just gaining information on what would be needed to make the project happen.

Circle Oak Partial Replat of Reserve A (Kelsey Seybold Clinic)

Hwy 90 Flex Warehouse (FBCAD R333214)

5250 FM 1640 (Clearwater Express - car wash)

515 Austin St. (chiropractic and acupuncture clinic)

3714 and 3818 FM 359 (ETJ) (C-store)

301 S 9th Street (Medical office)

O Hwy 59 (R389561) - American Furniture Warehouse

Circle Seven and Richmond Pkwy (C-store)

DCR Strategic Plan

We want to ensure that our department operates with all the tools and resources necessary to assist us with growing the city. I am placing the Strategic Plan in front of you because it is dated, and we need to consider how best to proceed with refreshing this document once we complete the marketing study. It's important because when an initiative comes forward as the Director, it will allow me to move towards your vision and not respond to everything I know to be considered textbook Economic Development. It will also enable the board to refresh their thoughts on the city and what initiatives we may need to revisit to address the planned initiatives within the documents and, more importantly, the department's functionality.

Target Industries

We are partnering with Fort Bend EDC and other communities to do additional roundtable discussions with business owners and site sectors. The effort continues to share with prospects potential growth in our community.

Marketing

City of Richmond Facebook and Instagram

(Last 28 days)

Post reach	11,848
Post engagement	4,017
New Page Followers	42
Reactions	682
Comments	66
Shares	63
Photo views	1,590
Link clicks	37

Richmond, TX	1,487
Rosenberg, TX	1,218
Pecan Grove, TX	982
Houston, TX	891
Sugar Land, TX	563
Mission Bend, TX	237
Cinco Ranch, TX	190
Needville, TX	184
Katy, TX	163
Fulshear, TX	124

Audience:	
Men	Women
25.50%	74.50%
Women	
35-44	28% the highest group
45-54	18% next highest
<ul style="list-style-type: none"> Men 35-44 ranked the highest in men at 9% 	

Development Corporation of Richmond Facebook and Instagram
(Last 28 days)

Post reach	24,680
Post engagement	2,682
New Page Followers	40
Reactions	223
Comments	33
Shares	29
Photo views	63
Link clicks	422

Audience:	
Men	Women
22.90%	77.10%
Women	
35-44	29% the highest group
45-54	23% next highest
<ul style="list-style-type: none"> Men 35-44 ranked the highest in men at 10% 	

Richmond, TX	1,487
Rosenberg, TX	1,218
Pecan Grove, TX	982
Houston, TX	891
Sugar Land, TX	563
Mission Bend, TX	237
Cinco Ranch, TX	190
Needville, TX	184
Katy, TX	163
Fulshear, TX	124

The marketing plan couldn't come at a better time. The areas or demographics we can see an increase in are the groups that grew up with these social media platforms. As we continue to look for new businesses to locate into our area, we will have to address the lack of engagement and involvement from those who range between 18-34 for both males and females.

City of Richmond LinkedIn
(Last 28 days)

Page views	29
	Up by 61.1%
Unique visitors	14
	Up by 27.3%
Custom button clicks	3

Total followers	245
New followers in the last 29 days	19
	Up by 280%

Competitors

<u>Page</u>	<u>Followers</u>	<u>New Followers</u>
1. Houston	79,089	886
2. Harris County	26,046	627
3. Sugar Land	6,222	137
4. Fort Bend County	5,688	105
5. Pearland, Texas	4,250	93
6. Missouri City	2,179	44
7. Katy	1,193	23
8. Richmond TX	245	20
9. Rosenberg	770	16
10. Stafford, TX	387	11

Organic Metrics

	<u>Total Engagements</u>	<u>Total Post</u>
1. Houston	1,309	126
2. Pearland	336	8
3. Missouri City	175	8
4. Sugar Land	117	3
5. Richmond TX	26	6
6. Rosenberg	6	1
7. Fort Bend County	1	0
8. Katy	0	0
9. Stafford, TX	0	0
10. Harris County	0	0

Development Corporation of Richmond LinkedIn
(Last 28 days)

Page views	2	Up by 107.7%
Unique visitors	15	Up by 87.5%
Custom button clicks	0	

Total followers	352	
New followers in the last 29 days	33	Up by 230%

Competitors

<u>Page</u>	<u>Followers</u>	<u>New Followers</u>
1. Conroe Economic Development Council	871	84
2. Katy Area Economic Development Council	79,089	886
3. Develop Richmond Tx	352	33
4. Fort Bend County EDC	1,078	30
5. Fort Bend Chamber of Commerce	1,600	28
6. Tomball Economic Development Corporation	200	23
7. Pearland Economic Development Corporation	1,410	20
8. Central Fort Bend Chamber	865	13
9. UH Fort Bend County SBDC	20	1
10. Rosenberg Economic Development Corporation	61	0

Organic Metrics

	<u>Total Engagements</u>	<u>Total Post</u>
1. Conroe Economic Development Council	358	14
2. Pearland Economic Development Corporation	220	4
3. Fort Bend County EDC	210	12
4. Katy Area Economic Development Council	208	15
5. Tomball Economic Development Corporation	90	8
6. Fort Bend Chamber of Commerce	61	9
7. Central Fort Bend Chamber	57	6
8. Develop Richmond Tx	50	6
9. Rosenberg Economic Development Corporation	0	0
10. UH Fort Bend County SBDC	0	0

Direct or In-kind Support for Community Events
HRA Art in the Bend

Event is scheduled for:

March 25, 2023
Art Festival on Morton St.
Historic Richmond Texas
10 - 5

Light of Hope

Movies at Wessendorff Park
March 31, 2023

Network w/ Agencies, Organizations, Business
Local
Regional

Preparing for the Texas 88th Legislative Session: Understanding the Legislative Process

The webinar was sponsored by Texas Economic Development Council. It provided us with a very thorough understanding of some of the new things taking place in the 88th Legislative Session.



DEVELOP
RICHMOND
EST. TEXAS 1837

Building Address	Year Blt	FAR	SF Avail	RBA	Class	% Leased	Sale Info
FM 359 @ Del Agua Richmond, TX 77469 First Warranty Realty: Seth Showalter (713) 269-4908		0.00	0 SF			0%	For Sale at \$815,000 (\$10.69/SF) - Active
105 S 2nd St Richmond, TX 77469 NB Elite Realty LLC: Robert Reyes (832) 888-4547	1950	0.38	2,940 SF	2,940		0%	For Sale at \$385,000 (\$130.95/SF) - Active
515 Austin St Richmond, TX 77469 Realty Associates: della abtahi (713) 410-5677	1955	0.29	1,792 SF	1,792	C	100%	For Sale at \$445,000 (\$248.33/SF) - Active
Collins Rd Richmond, TX 77469 RE/MAX Fine Properties: Jimmy Campbell (281) 265-5533, Margaret Campbell (281) 265-5533		0.00	0 SF			0%	For Sale at \$1,350,000 (\$6.89/SF) - Active
112 Collins Rd Richmond, TX 77469 Amin Realty Inc: utsav baxi (281) 248-1323	1940	0.02	0 SF	4,751		100%	For Sale at \$800,000 (\$168.39/SF) - Active
126 Collins Rd Richmond, TX 77469 Lee & Associates: Patrick Wolford, SIOR, CCIM (713) 744-7436, April Lee (713) 744-7462		0.00	0 SF			0%	For Sale - Active
108 Crabb River Rd Sugar Land, TX 77479 NK Realty Group LLC: Hiri Ahly (713) 298-1961		0.00	0 SF			0%	For Sale at \$2,348,080 (\$19.18/SF) - Active
415 Crabb River Rd Richmond, TX 77469 KW Commercial Texas Gulf: Ada Wang (713) 859-2598		0.00	0 SF			0%	For Sale at \$2,600,000 (\$3.51/SF) - Active
1233 Crabb River Rd Richmond, TX 77469 Matthews Real Estate Investment Services: Antonio Diona (818) 923-6366, Michael J. Moreno (949) 432-4511, Rahul Chhajed (949) 432-4513	2008	0.14	0 SF	5,591	B	100%	For Sale at \$1,480,000 (\$264.71/SF) - Active
Fairwater Court Richmond, TX 77469 Frieden Properties: Payton Indermuehle (281) 940-8845		0.00	0 SF			0%	For Sale - Active
00 Farmers Richmond, TX 77406 Pinnacle Realty Advisors: Ivana Naumovic (281) 782-8787		0.00	0 SF			0%	For Sale at \$1,250,000 (\$7.23/SF) - Active
5250 FM 1640 Rd Richmond, TX 77469 Rubicon Realty Group, LLC: Scott Weaver (832) 276-4446	2001	0.15	6,541 SF	6,541		0%	For Sale at \$1,962,300 (\$300.00/SF) - Under Contract
FM 359 Richmond, TX 77406 R & W Real Estate, INC.: Claudia Wright (281) 238-0444		0.00	0 SF			0%	For Sale at \$5,863,437 (\$5.35/SF) - Active
1211 FM 359 Richmond, TX 77406 Seguin Assets: Shiraz Pirali (832) 922-9596		0.00	0 SF			0%	For Sale at \$700,000 (\$16.07/SF) - Active
3700 FM 359 Rd Richmond, TX 77406 The Marshall Group: Rick Marshall (281) 389-9620 Relevant Realty Group: Lauri Wilson (713) 254-5643		0.00	0 SF			0%	For Sale - Active
3724 FM 359 Rd Richmond, TX 77406 Relevant Realty Group: Lauri Wilson (713) 254-5643		0.00	0 SF			0%	For Sale at \$5,960,000 (\$6.72/SF) - Active
23014 Henderson Row Dr Richmond, TX 77469 The Johnson Development Corp.: Jennifer Johnson (713) 960-9977 X4906		0.00	0 SF			0%	For Sale - Active

Building Address	Year Blt	FAR	SF Avail	RBA	Class	% Leased	Sale Info
0 E Highway 90 A Richmond, TX 77469 Roller Realty: Mike Roller (281) 346-0222		0.00	0 SF			0%	For Sale at \$559,461 (\$8.56/SF) - Active
0 Highway 90A Richmond, TX 77406 Lee & Associates: Patrick Wolford, SIOR, CCIM (713) 744-7436		0.00	0 SF			0%	For Sale - Active
HWY 59 Richmond, TX 77469 Cushman & Wakefield: Kristen McDade (713) 331-1796, Matt Davis (713) 331-1798, Grant Gibson (713) 260-0219		0.00	0 SF			0%	For Sale - Active
0 Hwy 90 Alt Richmond, TX 77406 Texas Gold Realty: John Pinto (713) 377-0350, Michael Baker (832) 808-0098		0.00	0 SF			0%	For Sale at \$580,000 (\$8.17/SF) - Active
90 Hwy Spur 10 Richmond, TX 77406 First Warranty Realty: Seth Showalter (713) 269-4908		0.00	0 SF			0%	For Sale - Active
201 Jackson St Richmond, TX 77469 SHSH Ventures: Wendi Fancher (832) 578-6822	2002	0.32	1,638 SF	1,638	C	0%	For Sale at \$850,000 (\$518.93/SF) - Active
1601 Main St - Oakbend Professional Building Richmond, TX 77469 Marcus & Millichap: Keith Lloyd (713) 452-4243	1975	3.95	37,598 SF	91,138	B	58.8%	For Sale at \$7,290,000 (\$79.99/SF) - Active
Payne Ln & FM 762 Richmond, TX 77469 Prime Capital Corporation: Jerry Turboff (713) 622-0800 X15		0.00	0 SF			0%	For Sale - Active
2222 Pultar Rd Richmond, TX 77469 Commercial Realty Company: Frederick Ash (281) 568-7805		0.00	0 SF			0%	For Sale - Active
0 Pultar Rd Richmond, TX 77469 The Commercial Professionals: Adam Olsen (713) 614-2670		0.00	0 SF			0%	For Sale at \$2,100,000 (\$2.71/SF) - Active
911 Richmond Richmond, TX 77469 Ward and Associates: Harold Ward (713) 271-7100 NB Elite Realty: Jonathan Cantwell (832) 423-7446	1970	0.04	2,658 SF	3,186		16.6%	For Sale at \$895,000 (\$280.92/SF) - Active
Riverwood @ Rivers Edge Drive Richmond, TX 77469 Frieden Properties: Payton Indermuehle (281) 940-8845		0.00	0 SF			0%	For Sale - Active
0 Sansbury Blvd Richmond, TX 77469 Platinum K Properties: David Vo (713) 907-5545, Lyndsey Le (713) 907-5545		0.00	0 SF			0%	For Sale at \$585,000 (\$13.17/SF) - Active
Southwest Freeway Richmond, TX 77469 S & P Interests: Joshua Sebesta (713) 766-4500		0.00	0 SF			0%	For Sale - Active
1006 Thompson Rd - Building 100 Richmond, TX 77469 Psg Engineering: Oscar Pedraza (281) 239-8490	1962	0.15	3,017 SF	3,017	B	0%	For Sale at \$1,500,000 as part of a portfolio of 2 properties - Active
1006 Thompson Rd - Building 200 Richmond, TX 77469 Psg Engineering: Oscar Pedraza (281) 239-8490	2011	--	1,320 SF	1,320	B	0%	For Sale at \$1,500,000 as part of a portfolio of 2 properties - Active
1330 Thompson Rd Richmond, TX 77469 Ward Kellner Properties, Inc: David White (832) 319-0756		0.00	0 SF			0%	For Sale at \$495,000 (\$8.97/SF) - Active

Building Address	Year Blt	FAR	SF Avail	RBA	Class	% Leased	Sale Info
2018 Thompson Rd - Freestanding Building Thompson Road Richmond, TX 77469 Century 21 Garlington & Associates: Joe Tijerina (713) 455-0011	1970	0.23	5,180 SF	5,180	C	0%	For Sale at \$700,000 (\$135.14/SF) - Under Contract
2119 Thompson Rd - Day Care/school Richmond, TX 77469 RE/MAX Opportunities: CJ Petrosky (979) 793-5454, Angela Brenner (979) 793-5454	1979	0.33	7,209 SF	7,209	C	100%	For Sale at \$950,000 (\$131.78/SF) - Active
700 Timothy Ln Richmond, TX 77406 Wendy Cline Properties: Wendy Cline (281) 858-3451		0.00	0 SF			0%	For Sale at \$2,700,000 (\$5.02/SF) - Active
N US HWY 90A Hwy Richmond, TX 77406 Psg Engineering: Oscar Pedraza (281) 239-8490		0.00	0 SF			0%	For Sale at \$600,000-\$1,275,000 (\$4.19- \$8.90/SF) - Active
0 Willaims Way Blvd. Richmond, TX 77469 C.E. Muegge Real Estate: Charles Muegge (979) 532-5252, Layne Muegge (832) 387-8525		0.00	0 SF			0%	For Sale at \$1,104,969 (\$14.02/SF) - Active
00 Williams Way Richmond, TX 77469 C.E. Muegge Real Estate: Charles Muegge (979) 532-5252, Layne Muegge (832) 387-8525		0.00	0 SF			0%	For Sale at \$2,515,436 (\$17.03/SF) - Active

**7. Review and Discuss the Farmers
Market Initiative and Contractual
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.)

Scope of Services. 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.

Period of Performance. 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.

Independent Contractor. 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.

The Consultant's Responsibility. The Consultant shall perform the work in a good and workmanlike manner and assumes the risk in performing under this Agreement. The Consultant shall be solely responsible and answerable in damages for all improper work, accidents or injuries to person or property. Consultant shall provide all vendors and vendor management and logistics for the farmers' market.

Recovery of Money. 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.

Compliance with Regulations. 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.

Standard of Conduct. 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 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.

Prohibition Against Assignment. 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.

Third Party Participation. 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.

Third Party Beneficiaries. 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.

Interest of the Consultant. 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.

Covenant Against Contingent Fees. 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.

Qualifications of the Consultant. 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.

Amendments. 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.

B. Not for Fault. 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.

Delay. 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.

Interpretation. 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.

Venue. 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.

Dispute Resolution. 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.

Public Information Act. 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.

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

No Waiver. 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.

Authority to Execute. 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.
Economic Development Director

Joe Bonham
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 Director
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 Development Corporation of Richmond with support specifically leveraging our local ranchers and producers.

The following is the Proposal for **the Development Corporation of Richmond** 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 benefit of the Development Corporation of Richmond to be provided by the Development Corporation of Richmond.
- The agreed rate for 2021 is \$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 Development Corporation of Richmond.

Initial: _____

**City of Richmond Sponsorship Agreement
Farmers Markets**

The Development Corporation of Richmond 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

Rate: \$100 per vendor not to exceed \$1,000 per farmers market event, plus 100% of funds received from vendors.

City of Richmond Sponsorship Agreement
Farmers Markets

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

Rate: \$1,000 a month + 100% Vendor fees collected.

**Any additional Events Included will be assessed a charge of \$500 each paid to Jessica Huang*

Payment Term: 1st of each month September 2021 – June 2022

Sponsor Agreement - This Agreement becomes void upon the affixing of a signature to this document and the receipt of the amount set forth above.

Sponsor: _____ Date: _____

Contact (please print) _____

Signature of Contact: _____ Title: _____

**8. Excuse from Attendance at Regular
DCR Meeting.**



9. Future agenda items.



10. 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.

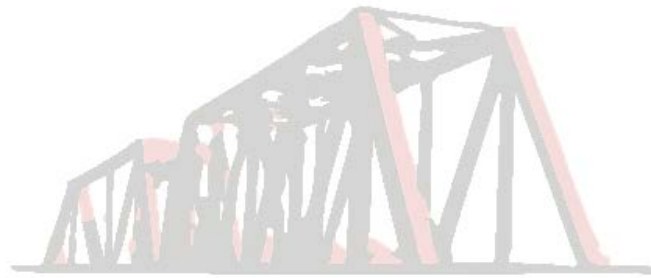
E1. Project Firehouse

E2. Project Normandy

Discussions on this matter is still occurring up to the day of the meeting. We will update the board during executive session.

OPEN MEETING

- 11. Reconvene into Open Meeting, and take action on items, if necessary.**



DEVELOP
RICHMOND
EST. TEXAS 1837

12. Adjournment



DEVELOP
RICHMOND

EST. TEXAS 1837