



Tuesday, August 13, 2024

AT 5:00 PM

DEVELOPMENT CORPORATION of RICHMOND

CITY COMMISSION CHAMBER

600 Morton Street, Richmond, Texas

and

via Video Conference call

(pursuant to Texas Government Code, Section 551.127)

Join Zoom Meeting

<https://us06web.zoom.us/j/82218178180>

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 24, 2024.
5. Review Financial Reports for July as of July 31st.
6. Review and discuss the Kickoff Presentation to the DCR Board from TIP Strategies (virtual)
7. Review and discuss the Develop Richmond TX Semi-Annual Staff Report 2024.
 - A. Review and discuss comments from Director Jeffcoat regarding the Countywide Economic Development committee conversations.
8. Review and consider taking action the Performance Agreement with the YMCA
9. Future agenda items.
10. Excuse from Attendance at Regular DCR Meeting.
11. 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 9th day of August 2024, 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.

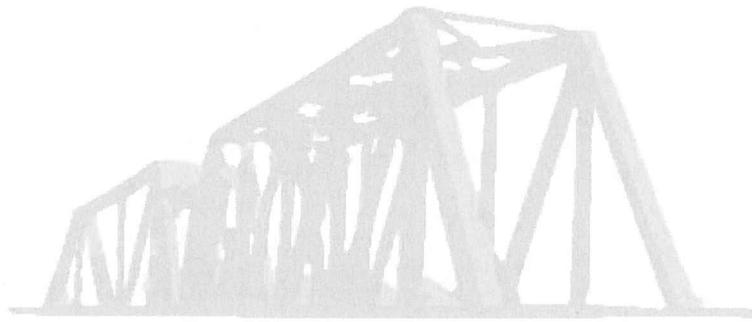


The Texas Pledge of Allegiance:

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.)



**DEVELOP
RICHMOND**

EST. TEXAS 1837

4. Review and consider taking action on the minutes of the regular meeting held on July 24, 2024.



**DEVELOP
RICHMOND**
EST. TEXAS 1837

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 24, 2024, at 5:00 p.m. Directors in attendance included the following:

President, Kit Jones-not in attendance
Vice President, Becky Haas
Secretary, Nancie Rain
Tim Jeffcoat-not in attendance
Cody Frederick
William B. Morefield, III
Barry Beard

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

Agenda item A.1 Call to Order

- Vice President, Becky Haas called the meeting to order at 5:00 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. Quorum was determined and meeting was declared open.

Agenda item A2. Recite the Pledge of Allegiance to U.S. and Texas Flags

- Pledges recited.

Agenda item A3. Public comments.

- None.

Agenda item A4. Review and consider taking action on the minutes of the regular meeting held on July 24, 2024.

- Vice President, Becky Haas moved approve the minutes of the regular meeting held on July 24, 2024.
- Board Member Rain seconded. Motion passes unanimously.

Agenda item A5. Recognition of RYPE 2024 Graduates.

- Director Jerry Jones outlined the RYPE-Richmond Youth Program for Entrepreneurs, expressing gratitude to Mercy Goods, SBDC speakers, and sponsor CenterPoint Energy.
- Economic Development Coordinator Nellie Piña presented Certificates of Completion to RYPE participants/graduates, who took photos with DCR board members.
- Motivational speaker Chad Reed and author Janae Foster, both youth entrepreneurs, shared their experiences with RYPE.

Agenda item A6. Review Financial Reports for June as of June 30th.

- Finance Director Preza discussed the June financial report concluding there are no major concerns.

Agenda item A7. Review and consider taking action on proposed budget for fiscal year 2024-2025.

- Finance Director Preza presented and requested budget approval from the Board.
- Commissioner Beard and Director Jones discussed the allocation of the Reserved for Opportunities funds.
- City Manager Terri Vela emphasized aligning the budget with the Strategic and Comprehensive Master Plans.
- Vice President Becky Haas inquired about other income sources, like CenterPoint Energy's \$6,000 sponsorship, and asked for an expenditure breakdown.
- Commissioner Beard suggested pursuing grants, including him as Treasurer in the budget process, and keeping him informed.
- Vice President Haas proposed making Beard's suggestion an action item.
- Secretary Nancie Rain moved to adopt Beard's suggestions and approve the 2024-2025 budget. Vice President Haas seconded, and the motion passed unanimously.

Agenda item A8. Review and discuss the Develop Richmond TX Semi-Annual Staff Report 2024.

- Director Jerry Jones reviewed key aspects of the Semi-Annual Staff Report. Board members responded with several suggestions: increase DCR board attendance at Develop Richmond events, provide more details on future projects, expand Q&A sessions at Pre-Application Conferences, inform Commissioners about DCR events, highlight DCR successes, emphasize financial growth, clarify outcomes after pre-application conferences, and include job creation statistics. They also noted the report's accuracy and agreed to feature more achievements to boost excitement, observe sales tax trends, enhance economic development, and structure a prospects list.

Agenda item A9. Review and consider taking action on an interfund loan to the City of Richmond for the City Hall project and the Economic Development benefits for DCR's participation.

- Director Jones discussed the potential benefits of a loan for the project. Board member Barry Beard suggested exploring the use of the 12,000 sq ft unused space for economic development, such as an incubator or coworking space. City Manager Terri Vela supported linking the loan to economic development as a priority. Board member Cody Frederick asked about the future use of the City's remaining buildings. Board Member Beard then proposed creating an action item for a resolution and moved to approve Resolution No. 484-2024. Secretary Nancie Rain seconded the motion, which passed unanimously.

Agenda item A10. Future agenda items.

- All in favor, no future agenda items.

Agenda item A11. Excuse from Attendance at Regular DCR Meeting.

- Not in attendance - Board members Tim Jeffcoat and President, Kit Jones
- Approved excuses, all in favor.

Agenda item A12. Adjourn to Executive Session, as authorized by Texas Government Code, Section 551.087, Deliberation Regarding Economic Development Negotiations and Section 551.072, Deliberation Regarding Real Property.

Executive Session

- Executive Session was deemed not necessary at 6:15 p.m.

Open Meeting

Agenda item A13. Reconvene into Open Meeting, and take action on items, if necessary.

- No Executive Session was held.

Agenda Item A14. Adjournment

- Meeting adjourned by Vice President Becky Haas at 6:16 p.m.

APPROVED:

Kit Jones, President

ATTEST:

Lasha Gillespie, City Secretary

5. Review Financial Reports for July as of July 31st.



**DEVELOP
RICHMOND**

EST. TEXAS 1837



City of Richmond, TX

My Balance Sheet

Account Summary

As Of 07/31/2024

Account	Name	Balance	
Fund: 800 - DEVELOPMENT CORPORTION FUND			
Assets			
800-1101	CLAIM ON CASH-DEVELOPMENT CORP	5,725,840.38	
800-1410	SALES TAX RECEIVABLE	407,348.00	
	Total Assets:	<u>6,133,188.38</u>	<u>6,133,188.38</u>
Liability			
	Total Liability:	<u>0.00</u>	
Equity			
800-2900	UNAPPROPRIATED SURPLUS	4,970,209.60	
800-2920	RESTRICTED	457,715.93	
	Total Beginning Equity:	<u>5,427,925.53</u>	
Total Revenue		2,285,012.19	
Total Expense		<u>1,579,749.34</u>	
Revenues Over/Under Expenses		<u>705,262.85</u>	
	Total Equity and Current Surplus (Deficit):	<u>6,133,188.38</u>	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u><u>6,133,188.38</u></u>



City of Richmond, TX

My Balance Sheet
Account Summary
 As Of 07/31/2024

Account	Name	Balance	
Fund: 703 - DCR CAPITAL PROJECTS FUND			
Assets			
703-1101	CLAIM ON CASH-DCR CAPITAL PROJ	641,199.05	
	Total Assets:	641,199.05	<u>641,199.05</u>
Liability			
	Total Liability:	0.00	
Equity			
703-2900	UNAPPROPRIATED SURPLUS	482,473.90	
	Total Beginning Equity:	482,473.90	
Total Revenue		196,202.56	
Total Expense		<u>37,477.41</u>	
Revenues Over/Under Expenses		158,725.15	
	Total Equity and Current Surplus (Deficit):	641,199.05	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u>641,199.05</u>



City of Richmond, TX

Income Statement

Account Summary

For Fiscal: FY2024 Period Ending: 07/31/2024

		Current Total Budget	YTD Activity	Budget Remaining
Fund: 800 - DEVELOPMENT CORPORTION FUND				
Revenue				
RevenueCharacter: 40 - Taxes				
800-4010	SALES TAX REVENUE	1,749,000.00	2,035,876.01	-286,876.01
	RevenueCharacter: 40 - Taxes Total:	1,749,000.00	2,035,876.01	-286,876.01
RevenueCharacter: 45 - Other				
800-4500	OTHER INCOME	5,000.00	5,000.00	0.00
	RevenueCharacter: 45 - Other Total:	5,000.00	5,000.00	0.00
RevenueCharacter: 46 - Interest Income				
800-4600	INTEREST INCOME	75,600.00	239,246.08	-163,646.08
	RevenueCharacter: 46 - Interest Income Total:	75,600.00	239,246.08	-163,646.08
	Revenue Total:	1,829,600.00	2,280,122.09	-450,522.09
Expense				
ExpenseCharacter: 53 - Supplies				
800-6291-53120	OFFICE SUPPLIES	3,000.00	2,780.13	219.87
	ExpenseCharacter: 53 - Supplies Total:	3,000.00	2,780.13	219.87
ExpenseCharacter: 56 - Purchased Services				
800-6291-56005	TRAVEL AND TRAINING	13,055.15	8,351.95	4,703.20
800-6291-56006	PERIODICALS AND MEMBERSHIPS	23,350.00	11,500.41	11,849.59
800-6291-56021	ADVERTISING	68,473.38	47,061.52	21,411.86
800-6291-56042	TRANSFERS OUT	173,503.00	173,503.00	0.00
800-6291-56045	BANK FEES	1,000.00	0.00	1,000.00
800-6291-56048	MISCELLANEOUS	4,442.94	9.58	4,433.36
800-6291-56080	RESERVE FOR OPPORTUNITIES	0.00	0.00	0.00
800-6291-56081	TSTC COMMITMENT	100,000.00	100,000.00	0.00
800-6291-56083	CONTRACTED SERVICES	355,064.30	340,134.41	14,929.89
800-6291-56090	RICHMOND HISTORIC DISTRICT	42,497.00	39,504.66	2,992.34
800-6291-56091	FBC TRANSIT	75,000.00	75,000.00	0.00
	ExpenseCharacter: 56 - Purchased Services Total:	856,385.77	795,065.53	61,320.24
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	330,438.00	220,438.00	110,000.00
800-6291-60007	CITY OF RICHMOND REIMB ALLOC	709,776.23	561,465.68	148,310.55
	ExpenseCharacter: 60 - Transfers Out Total:	1,040,214.23	781,903.68	258,310.55
	Expense Total:	1,904,600.00	1,579,749.34	324,850.66
	Fund: 800 - DEVELOPMENT CORPORTION FUND Surplus (Deficit):	-75,000.00	700,372.75	
	Total Surplus (Deficit):	-75,000.00	700,372.75	

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	1,356,525.64	0.00	1,356,525.64	0.00	1,356,525.64	0.00
18	Myrtle Street	0.00	422,390.36	0.00	417,998.50	3,872.41	421,870.91	519.45
22	North 10th ST	0.00	1,299,900.43	1,000,000.00	0.00	0.00	0.00	1,299,900.43
38	Project MEAD	0.00	25,000.00	0.00	25,000.00	0.00	25,000.00	0.00
39	Project Neighbor	0.00	22,000.00	0.00	14,465.00	2,000.00	16,465.00	5,535.00
43	Project Whale	0.00	5,000.00	0.00	5,000.00	0.00	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
81	Economic Development Strategic Plan	0.00	150,000.00	0.00	0.00	0.00	0.00	150,000.00
89	Marketing Hotel Feasibility Analysis	0.00	49,500.00	49,500.00	0.00	49,358.00	49,358.00	142.00
94	Project Downtown Vacant Structure P...	0.00	25,000.00	25,000.00	0.00	25,000.00	25,000.00	0.00
96	Project Branding	0.00	78,503.00	78,503.00	0.00	0.00	0.00	78,503.00
Report Total:		0.00	3,443,819.43	1,153,003.00	1,828,989.14	80,230.41	1,909,219.55	1,534,599.88

Group Summary

Group	Encumbrances	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
DCR Capital Projects	0.00	3,443,819.43	1,153,003.00	1,828,989.14	80,230.41	1,909,219.55	1,534,599.88
Report Total:	0.00	3,443,819.43	1,153,003.00	1,828,989.14	80,230.41	1,909,219.55	1,534,599.88

Type Summary

Group	Encumbrances	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Capital Tracking	0.00	3,394,319.43	1,103,503.00	1,828,989.14	30,872.41	1,859,861.55	1,534,457.88
	0.00	49,500.00	49,500.00	0.00	49,358.00	49,358.00	142.00
Report Total:	0.00	3,443,819.43	1,153,003.00	1,828,989.14	80,230.41	1,909,219.55	1,534,599.88



FY2024



CITY OF RICHMOND, TEXAS
Monthly Sales Tax Analysis
For the period ending
July 31, 2024

A CHARMING PAST
A SOARING FUTURE



Sales Tax Analysis

Date/Key

10/1/2023

7/1/2024

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	891,902	146,577	73,289	687,249	-73,289	613,960	473,706	204,653
2 - November	866,044	110,527	55,264	663,349	-55,264	608,085	540,950	202,695
3 - December	905,351	132,718	66,359	695,603	-66,359	629,244	494,036	209,748
Total	2,663,297	389,823	194,911	2,046,200	-194,911	1,851,289	1,508,692	617,096
Q2								
4 - January	892,126	130,634	65,317	685,424	-65,317	620,107	472,957	206,702
5 - February	1,007,800	154,485	77,243	775,161	-77,243	697,918	595,931	232,639
6 - March	757,523	132,258	66,129	584,675	-66,129	518,546	460,628	172,849
Total	2,657,449	417,377	208,689	2,045,259	-208,689	1,836,570	1,529,516	612,190
Q3								
7 - April	807,956	162,055	81,028	626,224	-81,028	545,196	482,028	181,732
8 - May	926,744	150,908	75,454	713,921	-75,454	638,467	556,796	212,822
9 - June	914,169	176,979	88,489	707,749	-88,489	619,260	512,043	206,420
Total	2,648,870	489,943	244,971	2,047,895	-244,971	1,802,924	1,550,867	600,975
Q4								
10 - July	901,707	158,494	79,247	696,092	-79,247	616,845	502,512	205,615
Total	901,707	158,494	79,247	696,092	-79,247	616,845	502,512	205,615
Total	8,871,323	1,455,636	727,818	6,835,446	-727,818	6,107,628	5,091,587	2,035,876



Sales Tax Analysis

Date/Key

10/1/2023

7/1/2024

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	763,044	891,902	16.89%	526,568	613,960	16.60%	473,706	140,254	29.61%
2 - November	738,217	866,044	17.32%	502,908	608,085	20.91%	540,950	67,135	12.41%
3 - December	713,376	905,351	26.91%	484,741	629,244	29.81%	494,036	135,208	27.37%
Total	2,214,637	2,663,297	20.26%	1,514,217	1,851,289	22.26%	1,508,692	342,597	22.71%
Q2									
4 - January	779,887	892,126	14.39%	538,507	620,107	15.15%	472,957	147,150	31.11%
5 - February	956,893	1,007,800	5.32%	667,622	697,918	4.54%	595,931	101,987	17.11%
6 - March	638,047	757,523	18.73%	434,230	518,546	19.42%	460,628	57,918	12.57%
Total	2,374,828	2,657,449	11.90%	1,640,359	1,836,570	11.96%	1,529,516	307,054	20.08%
Q3									
7 - April	678,144	807,956	19.14%	456,506	545,196	19.43%	482,028	63,168	13.10%
8 - May	782,674	926,744	18.41%	531,924	638,467	20.03%	556,796	81,671	14.67%
9 - June	716,487	914,169	27.59%	489,912	619,260	26.40%	512,043	107,217	20.94%
Total	2,177,306	2,648,870	21.66%	1,478,341	1,802,924	21.96%	1,550,867	252,057	16.25%
Q4									
10 - July	790,298	901,707	14.10%	535,696	616,845	15.15%	502,512	114,333	22.75%
Total	790,298	901,707	14.10%	535,696	616,845	15.15%	502,512	114,333	22.75%
Total	7,557,069	8,871,323	17.39%	5,168,614	6,107,628	18.17%	5,091,587	1,016,041	19.96%



Sales Tax Analysis

Date/Key

10/1/2023

7/1/2024

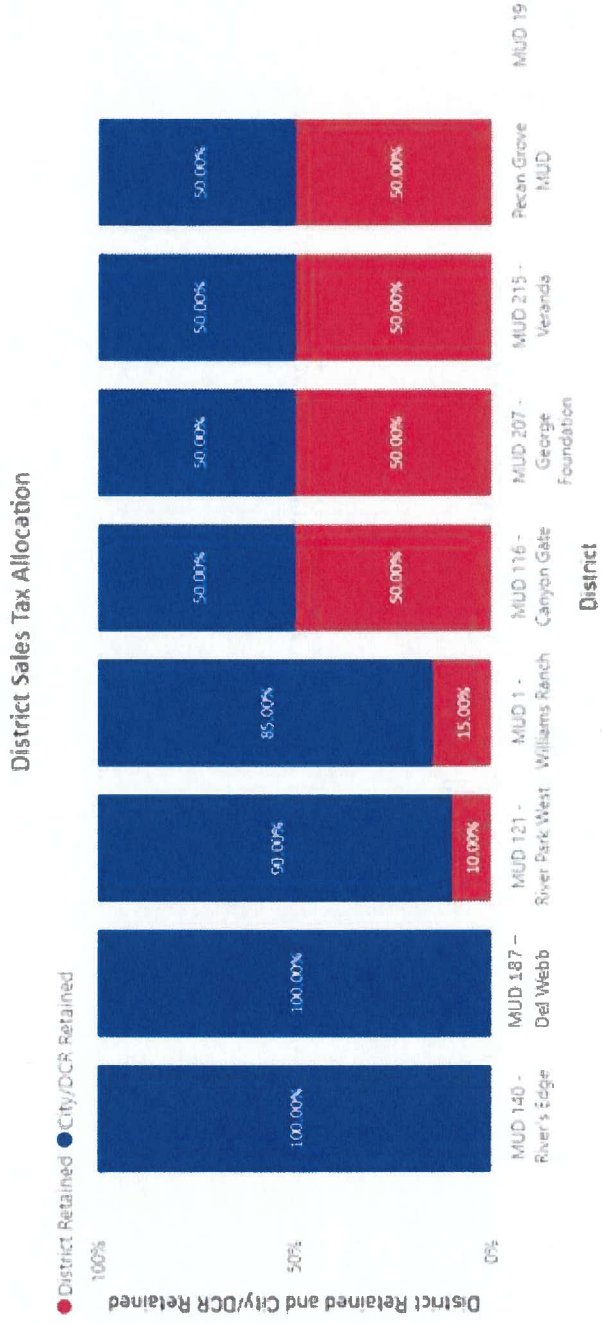
DCR Sales Tax

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	763,044	891,902	16.89%	175,523	204,653	16.60%	134,477	70,176	52.18%
2 - November	738,217	866,044	17.32%	167,636	202,695	20.91%	153,566	49,129	31.99%
3 - December	713,376	905,351	26.91%	161,580	209,748	29.81%	140,248	69,500	49.55%
Total	2,214,637	2,663,297	20.26%	504,739	617,096	22.26%	428,291	188,805	44.08%
Q2									
4 - January	779,887	892,126	14.39%	179,502	206,702	15.15%	134,264	72,438	53.95%
5 - February	956,893	1,007,800	5.32%	222,541	232,639	4.54%	169,174	63,465	37.51%
6 - March	638,047	757,523	18.73%	144,743	172,849	19.42%	130,764	42,085	32.18%
Total	2,374,828	2,657,449	11.90%	546,786	612,190	11.96%	434,202	177,988	40.99%
Q3									
7 - April	678,144	807,956	19.14%	152,169	181,732	19.43%	136,839	44,893	32.81%
8 - May	782,674	926,744	18.41%	177,308	212,822	20.03%	158,065	54,757	34.64%
9 - June	716,487	914,169	27.59%	163,304	206,420	26.40%	145,360	61,060	42.01%
Total	2,177,306	2,648,870	21.66%	492,780	600,975	21.96%	440,264	160,711	36.50%
Q4									
10 - July	790,298	901,707	14.10%	178,565	205,615	15.15%	142,654	62,961	44.14%
Total	7,557,069	8,871,323	17.39%	1,722,871	2,035,876	18.17%	1,445,411	590,465	40.85%



Sales Tax Analysis

SPA Allocation Agreements Key



**DEVELOPMENT CORPORATION OF RICHMOND
SALES TAX REVENUE**

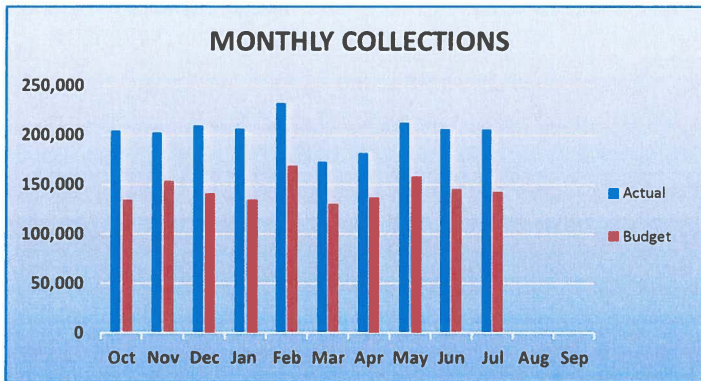
GROSS (Includes City & SPAs)			DCR ALLOCATION		DCR BUDGET		Year-to-Date Target to Budget 100% = Budget
Prior Year %			Actual Income		Budgeted Income		
Total Received	Increase (Decrease) Month to Month		Monthly	Total Received Year-to-Date	Monthly	Total Budget Year-to-Date	

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	956,893	11%	222,541	906,782	87,977	623,682	145.39%
Mar	638,047	-2%	144,743	1,051,525	115,942	739,625	142.17%
Apr	678,144	30%	152,169	1,203,694	119,342	858,966	140.13%
May	782,674	7%	177,308	1,381,002	148,945	1,007,911	137.02%
Jun	716,487	11%	163,304	1,544,306	134,832	1,142,743	135.14%
Jul	790,298	15%	178,565	1,722,871	135,785	1,278,528	134.75%
Aug	917,383	22%	210,274	1,933,145	152,327	1,430,855	135.10%
Sep	851,854	28%	198,218	2,131,363	136,812	1,567,667	135.96%

Fiscal Year 2024

Oct	891,902	17%	204,653	204,653	134,477	134,477	152.18%
Nov	866,044	17%	202,695	407,348	153,566	288,043	141.42%
Dec	905,351	27%	209,748	617,096	140,248	428,291	144.08%
Jan	892,126	14%	206,702	823,798	134,264	562,555	146.44%
Feb	1,007,800	5%	232,639	1,056,438	169,174	731,730	144.38%
Mar	757,523	19%	172,849	1,229,286	130,764	862,494	142.53%
Apr	807,956	19%	181,732	1,411,019	136,839	999,334	141.20%
May	926,744	18%	212,822	1,623,841	158,065	1,157,398	140.30%
Jun	914,169	28%	206,420	1,830,261	145,360	1,302,758	140.49%
Jul	901,707	14%	205,615	2,035,876	142,654	1,445,413	140.85%
Aug	0		0		156,963	1,602,376	
Sep	0		0		146,624	1,749,000	

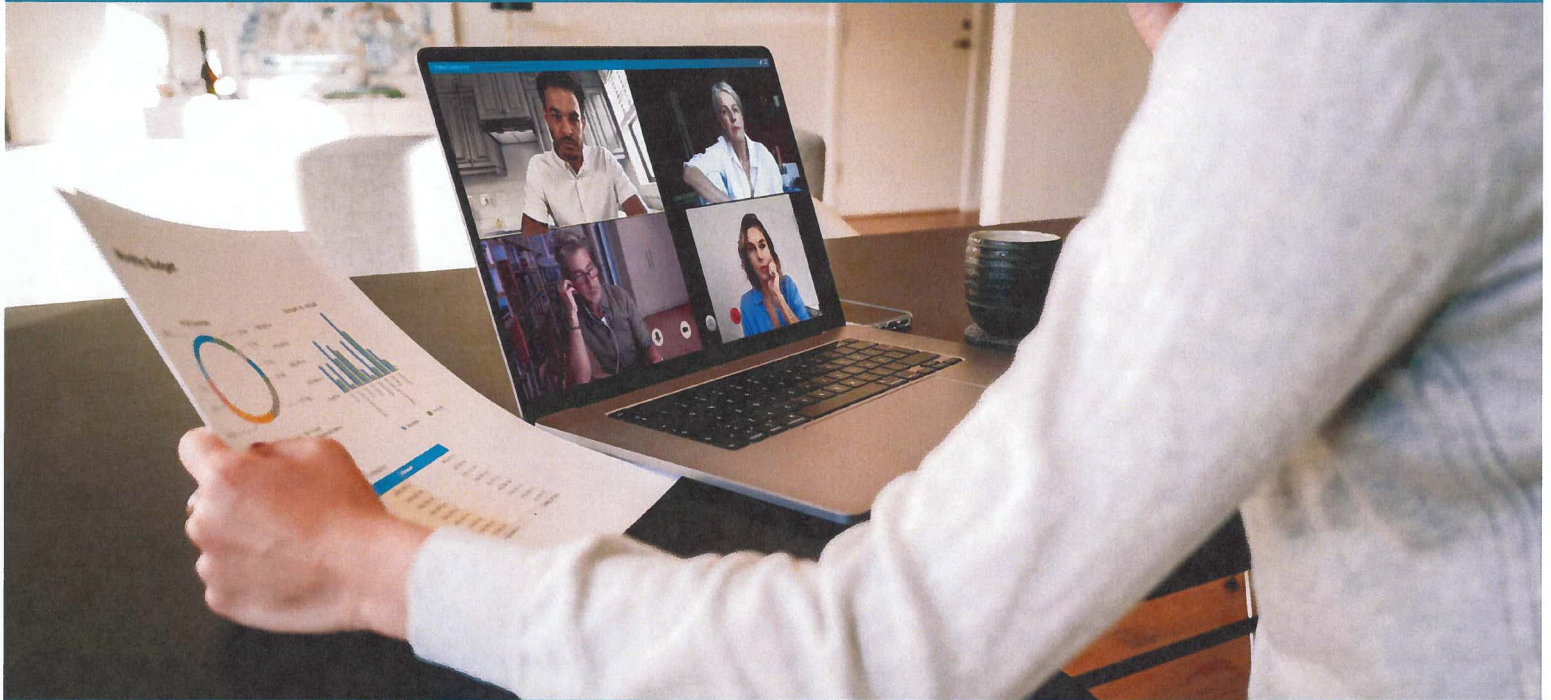


6. Review and Discuss the Kickoff Presentation to the DCR Board from TIP Strategies (virtual)



**DEVELOP
RICHMOND**
EST. TEXAS 1837

AUGUST 2024



PROJECT STARTUP GUIDE

Prepared for The Development Corporation of Richmond

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QUICK REFERENCE

CONSULTING TEAM CONTACT INFORMATION

PROJECT LEAD

Jeff Marcell, Senior Partner
jeff@tipstrategies.com

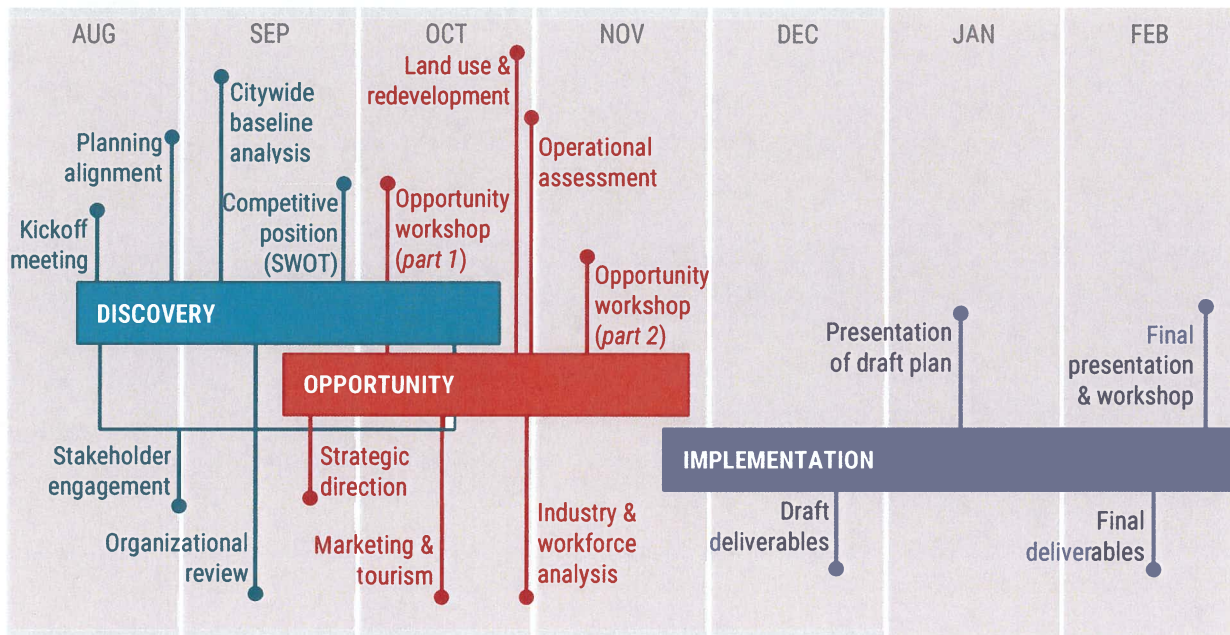
PROJECT MANAGER

Luke Shuffield, Consultant
luke@tipstrategies.com

MAILING ADDRESS

TIP Strategies, Inc.
 13492 N Hwy 183, Suite 120-254, Austin, TX 78750
 Phone: 512.343.9113
 Fax: 512.343.9190
www.tipstrategies.com

SCHEDULE AT-A-GLANCE



Note: TIP has a production process that should be factored into timelines for the development of deliverables. This process includes professional proofreading and design. The time required for production may vary based on the type of deliverable, planned uses and audiences, and amount of content.

COMMITMENTS AND RESPONSIBILITIES

TIP STRATEGIES (TIP)

- Deliver the highest quality strategy—on time and within budget.
- Provide honest and direct opinions.
- Communicate openly and responsively.
- Represent the project positively and professionally in Richmond and beyond.
- Bring creative ideas and strategies from best practices around the nation.
- Assist in building support and enthusiasm for the project.

THE DEVELOPMENT CORPORATION OF RICHMOND (DCR)

- Identify and recruit key stakeholders to participate in committees and in interviews and roundtables.
- Assist in scheduling meetings and preparing for stakeholder engagement sessions.
- Review draft documents in a timely manner and provide constructive input.
- Serve as the champion for the plan and process in the community.
- Take ownership of the project work and process to ensure successful implementation.

CLIENT PROJECT CHECKLIST

For your convenience, below is a list of project tasks associated with each phase of the project.

DISCOVERY PHASE TASKS

- Schedule the kickoff meeting in coordination with the TIP consulting team.
- Compile and send background data and information for Discovery Phase to TIP. (See page 5.)
- Confirm overall project schedule/work plan.
- Identify tentative dates for future trips in coordination with the TIP consulting team.
- Identify potential members for the leadership roundtable/key stakeholders group and send invitations. (See pages 8 and 9.)
- Create a tentative itinerary and begin scheduling meetings for trips during this phase of the project. (See page 4.)
- Send out media releases to announce the project, if necessary.
- Consider holding a press conference to announce the project, if necessary.
- Identify optimal channels for distribution of a community survey, and drive resident and business outreach.

OPPORTUNITY PHASE TASKS

- Confirm trip dates for this phase of the project.
- Create tentative itinerary and schedule meetings for trips during this phase of the project.
- Send out periodic media releases to promote awareness of the project and communicate progress and accomplishments, if necessary.

IMPLEMENTATION PHASE TASKS

- Confirm trip dates for this phase of the project.
- Create tentative itinerary and schedule meetings for trips during this phase of the project.
- Send out periodic media releases to promote awareness of the project and communicate progress and accomplishments.

TRIP ITINERARY TEMPLATE

Thoughtfully organized trips set the stage for a seamless and successful stakeholder engagement experience. DCR is responsible for building itineraries and scheduling meetings for each trip. This task can be built into existing outreach efforts and gives the DCR further opportunity to have direct contact with its constituents. TIP is available at any time to provide support in the scheduling process. TIP recommends using the sample trip itinerary template below to schedule committee meetings, interviews, and roundtables for each trip.

TIP and DCR staff have discussed the formal Project Kickoff presentation being conducted virtually on August 13, 2024, to coincide with the DCR Board's monthly meeting. Therefore, the sample itinerary below is applicable to TIP's first in-person visit to Richmond September 5-6.

Tips when scheduling meetings:

- Interviews should be scheduled for 30 minutes to 1 hour, depending on the individual(s) and/or organization(s).
- Roundtables should be scheduled for 1 to 1.5 hours, depending on the size of the group and the anticipated amount of information to be gleaned.
- The stakeholder engagement process is not limited to in-person trips. TIP will conduct virtual roundtables and interviews to build out the scope of community input.

ANTICIPATED ARRIVAL/DEPARTURE TIMES

Jeff Marcell (flying): September 4 / September 6

Luke Shuffield (driving): September 4 / September 6

FIRST DAY, SEPTEMBER 5		
9:00–10:30	Breakfast/Team Meeting	Coordination discussion with DCR staff to establish shared goals for all planned meetings
10:30–12:00	Roundtable 1	Group discussion with representatives of similar organizations
12:00–1:00	Lunch	
1:30–2:30	Roundtable 2	Group discussion with representatives of similar organizations
3:00–4:30	Roundtable 3	Group discussion with representatives of similar organizations
4:30–6:00	Site visit	Driving tour of key locations, assets, buildings, etc. in Richmond
6:00	Team Dinner	Debrief on First Day
SECOND DAY, SEPTEMBER 6		
8:00–9:30	Roundtable 4	Group discussion with representatives of similar organizations
10:00–10:30	Interview 1	Individual discussion with a key stakeholder
11:00–12:30	Lunch	
1:00–2:00	Interview 2	Individual discussion with a key stakeholder

BACKGROUND DATA & INFORMATION REQUEST CHECKLIST

Below is a list of the types of data/documents that will assist the consulting team in understanding as much about the Richmond community as possible in each phase of the planning process:

- Any past planning documents (strategic plans, target industry analyses, marketing plans, workforce assessments, etc.) that are relevant to this project
- List of major employers in Richmond (name, industry/product type, number of employees)
- Copies of recent or ongoing community or business surveys (e.g., business retention surveys, public opinion questionnaires, etc.)
- List of local and regional organizations involved in economic development, including private-sector initiatives (such as industry councils or executive roundtables)
- List of any significant special districts created to promote economic development (TIRZ, PIDs, etc.) in the city
- Information on recent expansions, shutdowns, and/or layoffs in the area
- List of communities that (1) are viewed as economic development competitors; and (2) are viewed as peers or aspirational targets
- List of key initiatives that could affect Richmond's growth prospects (e.g., significant infrastructure or capital improvements projects, major planned developments)
- Copies of incentives policies for economic development in the city
- Information on recent economic development prospects (non-confidential report), both successful and unsuccessful
- Economic development budgets, including detail on how funds are allocated for projects, programs, and initiatives
- Information on industrial parks or designated industrial areas in the community
- Information on infrastructure including rail service, utility service and rates, broadband access and providers
- Any available budget and work plans for key stakeholder organizations, with detail on how funds are allocated for specific programs and initiatives to the extent possible
- A sample packet of information provided to prospects looking to locate in Richmond
- Photographs of Richmond, including any available workforce photos, photos related to target industries and/or economic development projects and issues, and logos for DCR and the City

PROJECT WORK PLAN

TASK	2024 - 2025							
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB
DISCOVERY								
1.1 Project launch		①						
1.2 Planning alignment								
1.3 Citywide baseline analysis								
1.4 Stakeholder engagement								
1.5 Organizational review								
1.6 Competitive position (SWOT)								
OPPORTUNITY								
2.1 Strategic direction			②					
2.2 Industry & workforce analysis								
2.3 Land use & redevelopment								
2.4 Marketing & tourism audit								
2.5 Operational assessment								
2.6 Opportunity workshop				③				
IMPLEMENTATION								
3.1 Strategic plan						④		⑥
3.2 Implementation matrix								
3.3 Presentation of draft plan							⑤	
3.3 Final presentation								
3.4 Implementation workshop								

SELECTED MILESTONES

- ① Project launch (Formal Kickoff)
- ② Strategic direction
- ③ Opportunity workshop (2 parts: October & November)
- ④ Draft strategic plan (December)
- ⑤ Presentation of draft (January)
- ⑥ Final strategic plan (February)

ENGAGEMENT & OUTREACH

During the project, the consulting team will engage a variety of groups. At the outset of the engagement, we will work with DCR to design an outreach and engagement strategy that is tailored to meet the needs of the project. The following section outlines some basic information about the tools and structures typically used.

LEVELS OF PROJECT INVOLVEMENT / TYPES OF COMMITTEES

Committee involvement is an important component of project success. Project committees engage the broader community and garner key stakeholder support, buy-in and guidance. We have identified four levels of groups that are relevant to this work.

GROUP	DESCRIPTION	SUGGESTED MEMBERS
Executive Committee	Core group of 2 to 4 people that will be heavily involved in the process. This group will be responsible for reviewing drafts and should be expected to attend all meetings.	<ul style="list-style-type: none"> DCR staff and City Manager
Steering Committee	A larger group, typically the organization's board. Responsible for attending meetings and for providing significant input into the process.	<ul style="list-style-type: none"> DCR Board
Leadership Team	The steering committee plus influential members of the community, such as public officials, finance professionals, and developers—the “movers and shakers” of the community. Assumes limited, perhaps one-time involvement.	<ul style="list-style-type: none"> Elected officials, major landowners, business executives
General	All interested parties (i.e., general public). No expectation of future involvement in the process.	<ul style="list-style-type: none"> Richmond community

TYPES OF STAKEHOLDER INPUT MEETINGS

Below is a breakdown of the types of meetings that are part of a typical engagement.

EVENT	PURPOSE	WHO SHOULD ATTEND
Kickoff meeting	To establish a collaborative working relationship between our team and the client project team (those who will help guide the plan's progress and review findings and recommendations).	DCR Board
Roundtables	To help identify specific issues of concern and solicit ideas from key stakeholders. Groups can be arranged by topic area, interest, and/or domain of expertise. A preliminary list of potential small group roundtables is included in the section below.	Stakeholder groups
Individual interviews	Where appropriate, interviews can be conducted to solicit feedback from critical stakeholders on issues that may not surface in a collective setting.	Stakeholders
Opportunity Workshops	Two facilitated discussions of potential strategies and opportunities for consideration in the Implementation phase. Building consensus on economic development priorities for DCR and a shared vision for the future will be another essential point of discussion. The outcome of the workshops will be a set of prioritized strategies and focus areas for DCR, along with a collaborative framework for aligning available resources to accomplish them.	DCR Board
Final Presentation	To present the final deliverable for approval.	DCR Board and General Public, if necessary

TYPES OF ROUNDTABLE MEETINGS

As part of our process, TIP strives to gain input from a broad cross-section of stakeholders. To maximize our resources, we typically rely on roundtable meetings to solicit input from key constituent groups. These meetings can also be tailored to the needs of the client. The following is an overview of the types of roundtables we conduct. Meetings can also be organized around specific topics or strategies, such as transportation, affordable housing, quality of life, downtown development, infrastructure, etc.

The consulting team needs the client team to identify the most appropriate constituent groups and invite participants. TIP will work with DCR to specify dates and times for the roundtables.

CATEGORY	DESCRIPTION / EXAMPLES
Public Officials	Exact mix to be determined, but should include the Mayor and City Commissioners.
Key Employers	Representatives of area businesses that can talk about key issues, such as hiring and training, business climate (e.g., taxation, permitting). "Key" can be defined in a number of ways: largest number of employees, targeted industry sectors, most active in economic development arena, etc.
Economic Development	Officials or members from partner economic development groups, such as the local chamber of commerce or citizen commissions.
Targeted or Emerging Industries	Representatives from area businesses in target industries.
Startups/Entrepreneurs	Small business owners from promising community businesses.
Real Estate Development Community	Local developers, real estate professionals, financial institutions.
Placement/HR	Staffing agencies, human resource associations.
Higher Education/ Workforce	College or university representatives, workforce board members.
Community/Non-profit	Prominent community development groups in Richmond, such as environmental groups, unions, and specialty chambers of commerce.
Civic Leadership Groups	Relevant professional development and/or leadership training programs in Richmond.
Diversity, Equity, & Inclusion	Representatives of minority-owned and women-owned businesses and community groups.
Young Professionals	Professional development groups that are typically geared toward local or regional professionals between the ages of 20-40.
Affected Parties	Special interest groups that may be directly affected by the plan's outcome, such as merchants that will be impacted by a downtown revitalization plan or a specific area plan.

SAMPLE ROUNDTABLE INVITATION

BACKGROUND & INVITATION

The Development Corporation of Richmond (DCR) has engaged economic development consulting firm TIP Strategies, based in Austin, to assist with the preparation of a Strategic Plan. This work will result in a blueprint for guiding the DCR in driving long-term economic vitality in the city.

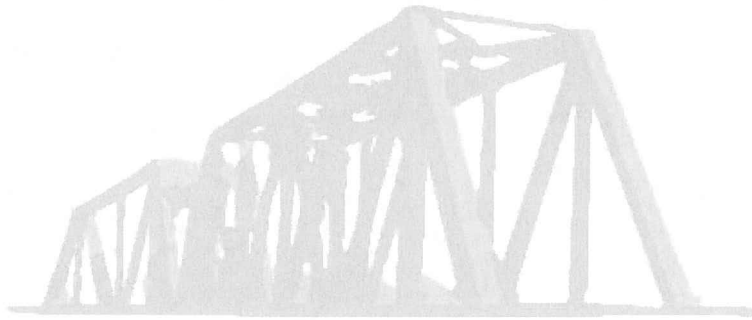
As part of the planning process, we are seeking the input of key stakeholders who play important roles in the economic health of the community. We invite you to participate in a discussion about solutions to Richmond's economic challenges and strategies to recruit new businesses, attract and retain talent, develop the local workforce, and expand existing industry and business sectors. As a business or community leader, your input on strategies for the DCR is critical.

ROUNDTABLE DISCUSSION FORMAT

The roundtable is meant to be an informal conversation to give participants the opportunity to provide us input. No prior preparation on behalf of the participants is necessary. The information gathered is used for background and idea generation purposes only. We do not attribute quotes, so please be open and candid.

The consulting team will begin by asking broad questions about the economic development challenges and opportunities facing Richmond as a whole and your industry/topic area. From the responses, more specific ideas and issues will be identified and discussed.

7. Review and discuss the Develop Richmond TX July 2024 Staff Report.
 - A. Review and discuss comments from Director Jeffcoat regarding the Countywide Economic Development committee conversations.



**DEVELOP
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EST. TEXAS 1837



Report Provided By: Jerry W. Jones Jr.
July 2024

DCR's Mission and Strategic Priorities

Marketing and Familiarization Tour discussions with County EDC, other EDCs and Chambers

Our department has been actively engaged in collaborative discussions with the Fort Bend County Economic Development Corporation (EDC), other regional EDCs, and Chambers of Commerce to develop a comprehensive Familiarization Tour itinerary. Monthly meetings have been held to align schedules and identify opportunities for joint promotion. As of July 1st, a preliminary schedule for the 2024 Fort Bend County Familiarization Tour has been finalized.

Meeting with Corey Becerra

On July 18th, a meeting was held with Corey Becerra, a successful local youth entrepreneur who was previously a mentee of the department under Jerry's mentorship. Mr. Becerra sought guidance on business sale strategies for his successful business, The Loco Snow Cones, as he prepares to attend college in Florida. Given the timing of the meeting, which coincided with the final day of the RYPE program, Mr. Becerra graciously agreed to share his entrepreneurial insights with our youth participants during our pitch day event via a pre-recorded video. This provided invaluable mentorship and inspiration to the next generation of local youth business owners.

Toured Small Businesses to get an idea of any possible damage

Overall Impact: While many businesses in Richmond experienced minimal disruptions from Hurricane Beryl, a significant portion faced challenges, primarily related to power outages and subsequent food spoilage.

Key Findings:

- **Power Outages:** A common issue, leading to business closures ranging from 1 to 4 days.
- **Food Loss:** Businesses without power experienced significant food spoilage, resulting in financial losses.
- **Reduced Customer Traffic:** Some businesses reported a decline in customers, potentially due to ongoing recovery efforts or consumer hesitancy.
- **Operational Challenges:** Issues like AC failures and landlord disputes have impacted business operations and customer comfort.
- **Limited Assistance Needs:** While some businesses expressed gratitude for the offered assistance, others indicated they did not require federal support.

TIP Strategies Kickoff Meeting

On July 25, Develop Richmond staff conducted an introductory Zoom meeting with Luke Shuffield and Jeff Marcell of TIP Strategies. The 45-minute call served to establish initial rapport and lay the groundwork for subsequent planning efforts and getting to know the team.

CivicBrand and Richmond TX

CivicBrand was selected to create our marketing plan for the city and the DCR. DCR staff continues to work as Terri and Ryan work to begin this project's planning and discovery phase. CivicBrand requested stakeholder committee members. . Ideally this would be a group of between 6 - 12 people that would be available for about 4 virtual meetings with us and 1 in-person meeting. We always like for them to be as representative of the community as possible, so it is great to have a young person, a small business owner, someone from a larger employer, someone relatively new to the community, someone who has been there a long time, and ideally from different neighborhoods versus all being the same age and same neighborhood.

Youth Entrepreneurial Summer Camp Program

RYPE is a new initiative designed to equip young people in Richmond with the skills and knowledge they need to launch and grow their businesses. The program runs from July 8th to 19th, with two-hour sessions from 3 pm. to 5 pm. on the first nine days. Our local small business professionals will provide participants with a comprehensive curriculum covering business ideation, market research, financial planning, marketing, and sales.

We have 15 students confirmed to participate in this initiative. Upon the initiative's completion, we will assess the program and share what we discover.

Business Retention and Recruitment

Develop Richmond's Visitor Guide

On August 6th, Develop Richmond staff met with Liz Hamm of Be Local to finalize the content for the visitor's guide. This included confirming the finalized listings for boutiques, shops, parks, and local events. Additionally, we discussed incorporating new businesses and selecting a final cover image.

Meeting w/Jalal-American Ismaili Chamber of Commerce

Mr. Jalal Rasiyani, Associate Director of the AICC, expressed interest in a partnership with Develop Richmond after learning about our RYPE program via LinkedIn. A meeting was held on July 26th to discuss the potential for a RYPE-based weekend training session at the AICC's Harvest Green Ismaili community center. Mr. Rasiyani plans to present this concept to his board of directors in Dallas this month. To foster collaboration, he would like to schedule a webinar for

September featuring a presentation by Jerry Jones on Develop Richmond's work reaching the global Ismaili community. Following the webinar, a discussion for a weekend session for the youth entrepreneurship program (Hybrid version of RYPE) would be up for consideration.

City Coffee

City Coffee is an opportunity for Kristin Weiss, Carlos Guzman, Joe Esh, and Jerry to meet and discuss economic development matters within the county and our cities. Kristin was unavailable for the meeting. Carlos and Joe met with Jerry. The topic for the meeting this month was continued on the Familiarization tour in October. This tour continues to be a priority for the DCR because it assists in promoting Richmond as a city that seeks to attract and retain our target industry sectors, and site selectors work with the industries to identify possible sites to consider when companies are looking to move into a community.

Access Health Back to School Health Fair Breakfast

On July 23, Develop Richmond staff participated in the annual Health Fair Breakfast at the Marriott in Sugar Land. This event aligns with the City's ongoing partnership with Access Health and demonstrates our commitment to community well-being.

Revive LLC

The status of the project is continuing to move forward. Staff is working with city departments to complete the ASTM E-1527-21 Phase I Environmental Site Assessment Pre-Survey (owner) questionnaire and disclosure statement. We will forward the document to the City Manager for review as well as the City Engineer and have the information reviewed before submitting it back to Revive LLC.

Develop Richmond Texas Revamped Website

Develop Richmond's new website, a dynamic digital portal showcasing Richmond, Texas's exciting growth and development opportunities. Designed with a user-friendly interface and visually appealing aesthetics, the site offers a comprehensive overview of the city's economic landscape, investment potential, and quality of life. <http://developrichmondtx.edsuite.com/>

Key features of the revamped website include:

- **Intuitive Navigation:** The website is easy to navigate, allowing visitors to quickly find information on site selection, target industries, and available properties.
- **Interactive Data Visualization:** Engaging data visualizations provide insights into demographics, workforce, economic indicators, and other relevant data.
- **Property Search Tool:** A robust property search function enables users to explore available commercial and industrial properties based on specific criteria.
- **Investment Highlights:** The site features compelling content highlighting Richmond's competitive advantages, infrastructure, and business-friendly environment.
- **News and Updates:** A dedicated section provides the latest updates on development projects, economic initiatives, and community events.

- **Mobile Optimization:** The website is fully optimized for mobile devices, ensuring accessibility and user experience across all platforms.
- **Call to Action:** Clear and prominent calls to action encourage visitors to contact the Develop Richmond team for further information or assistance.
- **Google Formatted:** The website's wording can now be translated into over 30 different languages. With Richmond serving as the County seat for Fort Bend, having our website translated into multiple languages will ensure that all our residents, business community, and potential developers/investors feel welcomed.

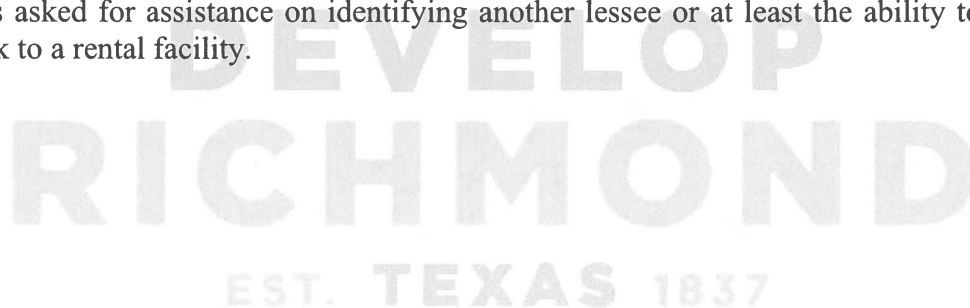
Overall, the revamped Develop Richmond website is a valuable resource for businesses, investors, and community members, effectively positioning Richmond as a thriving and attractive location for growth and development.

Potential Investment and Job Creation Prospects

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.

Pre-Application Conference: 140 Collins Rd (banquet halls) We are working with the property owner to identify what potential businesses could move into the 6,000 sq.ft .the owner has available. Previous the site was attempting to be a sports bar which is not an approved use. The owner has asked for assistance on identifying another lessee or at least the ability to return the space back to a rental facility.



Summary of Business Impact from Hurricane Beryl

Overall Impact: While many businesses in Richmond experienced minimal disruptions from Hurricane Beryl, a significant portion faced challenges, primarily related to power outages and subsequent food spoilage.

Key Findings:

- **Power Outages:** A common issue, leading to business closures ranging from 1 to 4 days.
- **Food Loss:** Businesses without power experienced significant food spoilage, resulting in financial losses.
- **Reduced Customer Traffic:** Some businesses reported a decline in customers, potentially due to ongoing recovery efforts or consumer hesitancy.
- **Operational Challenges:** Issues like AC failures and landlord disputes have impacted business operations and customer comfort.
- **Limited Assistance Needs:** While some businesses expressed gratitude for the offered assistance, others indicated they did not require federal support.

Specific Examples:

- **Crazy Coffee:** Experienced significant losses due to food spoilage and AC issues, impacting customer experience and revenue.
- **Multiple Businesses:** Faced challenges with power outages and food loss, highlighting the need for potential support.

Recommendations:

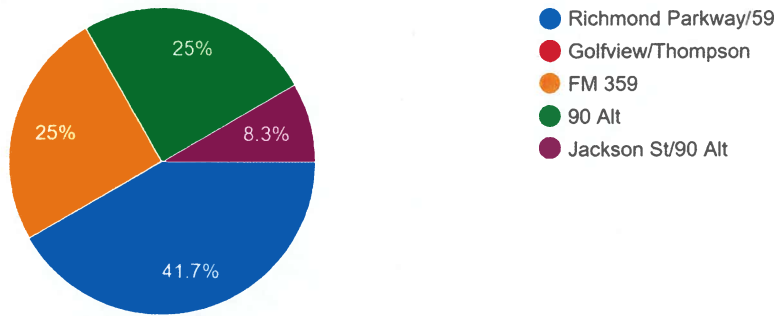
1. **Targeted Assistance:** Focus on businesses that experienced substantial losses due to power outages and food spoilage.
2. **AC Repair Support:** Explore potential programs or partnerships to assist businesses with AC repairs.
3. **Customer Recovery Efforts:** Consider initiatives to stimulate consumer spending and support local businesses.

Business Name Contacted

1. Buena Vista Mexican Restaurant
2. Crazy Coffee Restaurant
3. Subway
4. Mimi's New Orleans
5. Masala Pantry
6. Baytown Seafood
7. Pier 36 Seafood & Oyster Bar
8. Family Style Design Co.

- 9. Larry's Original Mexican Restaurant
- 10. La Cocina Mexican Restaurant
- 11. 9er's Grill & 9er's BBQ
- 12. Orient Café Pecan Grove

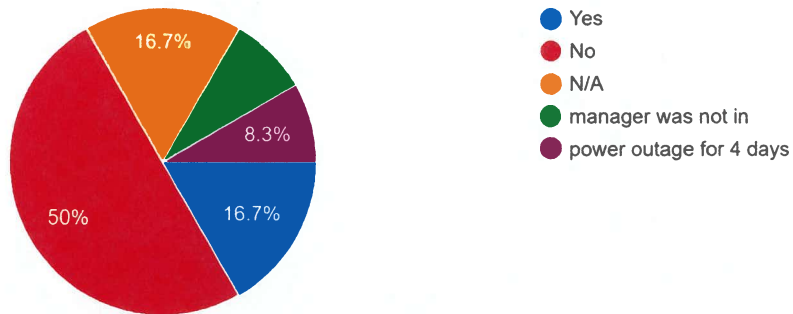
Location
12 responses



DEVELOP RICHMOND

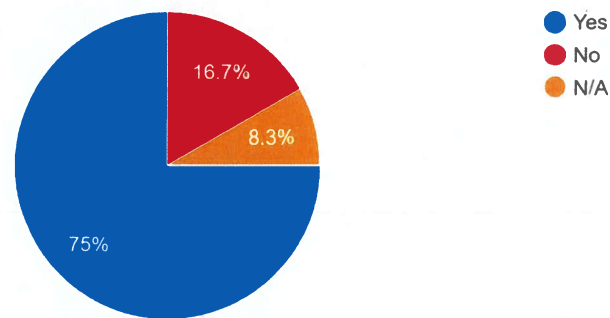
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Did you experience any storm damage?
12 responses



Was your business closed for any amount of time?

12 responses



Comment Notes

1. The manager was not in, but the employee mentioned they never lost power, and the restaurant had not closed since the storm.
2. Crazy Coffee was closed for one week; a lot of food had to be thrown away; has had a reduction in customers; due to electrical issues the A/C motors were blown out, the landlord said he is not responsible so Olu fixed one but can't afford to fix the other so customers are walking out because it's too hot.
3. There was no damage to the restaurant but was without electricity and closed for 1-2 days only.
4. They were only closed for one day due to no power
5. Minor damage, mostly water leak; was closed for 4 days due to no power, and a lot of food got spoiled.
6. they were out of power and closed for 4 days; the fridges and freezers were out so they lost a lot of food; they appreciated the awareness of the available assistance
7. they only experienced a minor leak that the landlord took care of, other than that no major damage, and not in need of any assistance.
8. the owner was not in, but they will relay the message to respond if in need of assistance; they had no damage, and only closed for 3 days due to no power.
9. They were closed for 2-3 days due to a power outage, but not enough damage to need any federal assistance.
10. The same owner owns both restaurants (grill & BBQ); both were closed for several days and were opened back up on different days; an email was provided to send the resources information.

Upcoming Events and Activities:

Sales Tax Holiday

Statewide
Aug 9-11

AccessHealth Health Fair

Richmond Clinic
Access Health
400 Austin
Richmond, Texas 77469
8/10/2024 9:00 AM - 12:00 PM

Turning the Tide - Advanced Regional Flood and Drainage Solutions

Fort Bend Chamber of Commerce
445 Commerce Green Blvd.
Sugar Land, TX 77478
Tuesday, Aug 13, 2024
7:30 AM - 9:00 AM

Leadership Fort Bend Class of 2025 Welcome Reception & Party with a Purpose

Harvest Green Event Center
3400 Harvest Corner Dr.
Richmond, TX 77406
Thursday, August 15 6:00 PM - 8:00 PM

Donuts and Dialogue with Your Local Commissioners

TSTC-Texas State Technical College
26706 SW Freeway
Rosenberg, 77471
Event will be on the first floor of the Brazos Center.
Friday, August 16 8:30 AM - 10:00 AM

ACF Business Conference and EXPO / RISING 10 Awards

West Houston Institute
2811 Hayes Rd
Houston TX 77082
Aug 16 9am - 3pm

Coffee & Convos Hosted by Buff City Soap - Richmond

Buff City Soap - Richmond
3415 FM 762 Rd
Richmond, TX 77469
Friday, August 23 8:30 AM - 10:00 AM

Part 1 Lunch & Learn: High Road Leadership

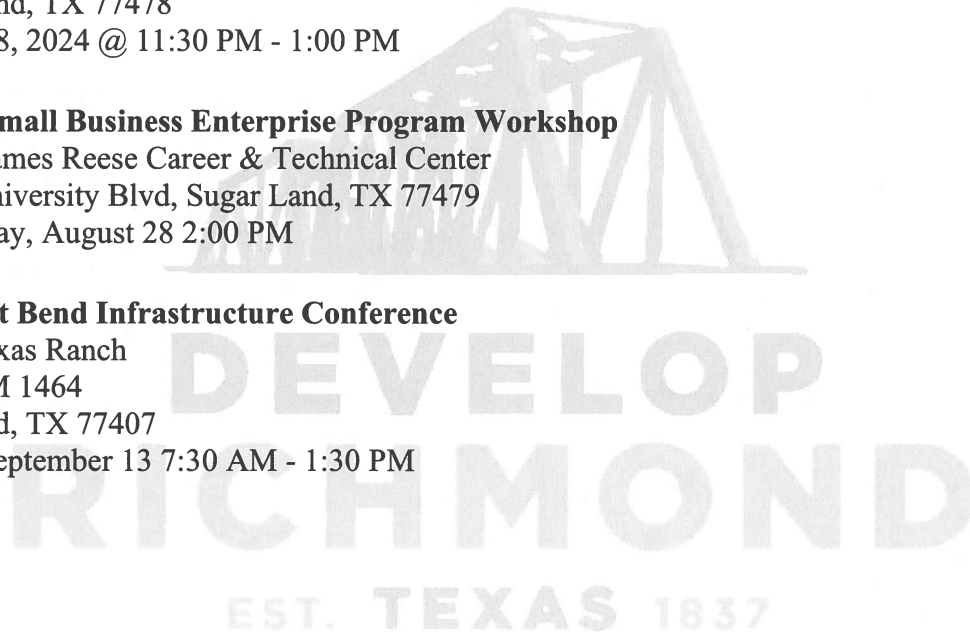
Fort Bend Chamber of Commerce
445 Commerce Green Blvd.
Sugar Land, TX 77478
August 28, 2024 @ 11:30 PM - 1:00 PM

FBISD Small Business Enterprise Program Workshop

FBISD James Reese Career & Technical Center
12300 University Blvd, Sugar Land, TX 77479
Wednesday, August 28 2:00 PM

2024 Fort Bend Infrastructure Conference

Safari Texas Ranch
11627 FM 1464
Richmond, TX 77407
Friday, September 13 7:30 AM - 1:30 PM



8. Review and consider taking action the Performance Agreement with the YMCA



**DEVELOP
RICHMOND**

EST. TEXAS 1837

**PERFORMANCE AGREEMENT BY AND BETWEEN
THE DEVELOPMENT CORPORATION OF RICHMOND
AND
THE YMCA OF GREATER HOUSTON**

THIS AGREEMENT ("Agreement") is made and entered into by and between the Development Corporation of Richmond, a Type B economic development corporation organized pursuant to the Development Corporation Act and Chapters 501, 502, and 505 of the Texas Local Government Code (the "DCR"), and the YMCA of Greater Houston (the "YMCA").

Whereas, the DCR has established policies to adopt such reasonable projects, as are permitted by law, to attract industry, create and retain primary jobs, promote or develop new or expanded business enterprises with the City of Richmond (the "City"), and, thereby, expand the growth and enhance the economic stability of the City; including a project related to recreational or community facilities pursuant to Sec. 505.152, Texas Local Government Code; and

Whereas, the YMCA proposes to renovate and reconstruct in the City of Richmond the T.W. Davis Family YMCA facility to contain athletic and recreational fields and facilities and other community facilities, such as Lobby/Commons, Multipurpose Rooms, Intergenerational facilities, Gymnasium, Multipurpose Group Exercise Studios, Lockers, Aquatics, Administration, , Parking, Outdoor Pavilion, Athletic Fields, Pickleball Center, , and Trails at an estimated cost of Sixteen Million Eight Hundred Forty Six Thousand and Five Hundred and Eighty Five Dollars (\$16,846,585) as described in TW Davis—VISIONING—2022August.pptx attached hereto as Exhibit A (the "Project"); and

The renovated and reconstructed T.W. Davis Family YMCA facility is to be located on the land currently occupied by the T.W. Davis Family YMCA consisting of approximately 19.848 acres, described in the deed dated June 22, 1987 and recorded at Volume 1959, Page 2008, Real Property Records, Fort Bend County, Texas (the "Property"); and

Whereas, the YMCA has requested a pledge of \$1,000,000 from the City of Richmond to support the reconstruction and renovation of the T.W. Davis Family YMCA Project, attached as Exhibit B; and

Whereas, the DCR agrees to donate to the YMCA an amount not to exceed One Million Dollars (\$1,000,000) over a period of five (5) years, as set forth on Exhibit C, for partial reimbursement of the construction of the recreational and community facilities described above; and

Whereas, the Board of Directors of the DCR has found and determined the expenditures hereunder are for the creation or retention of primary jobs and are required, suitable, and necessary to promote or develop such new or expanded primary jobs, business enterprises, and recreational and community facilities and has found and determined this project to be authorized by the Development Corporation Act; and

Whereas, the YMCA has agreed, in exchange for and as consideration of this Agreement and the funding provided herein, to satisfy and comply with certain terms and conditions set forth below;

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the DCR and the YMCA agree as follows:

1.

IMPROVEMENTS

a. The YMCA covenants and agrees that it will renovate and reconstruct improvements to the T.W. Davis Family YMCA on the Property, located in the City and containing facilities as follows:

- athletic and recreational fields and facilities;
- Lobby/Commons area;
- Child Watch & Kids Adv.;
- Multipurpose Rooms;
- Intergenerational Facilities;
- Gymnasium;

Multipurpose Group Exercise Studios;
Lockers;
Aquatics;
Administration;
Parking;
Outdoor Pavilion;
Athletic Fields;
Pickleball Center; and
Trails.

As described in the TW Davis—VISIONING—2022August.pptx attached hereto as Exhibit A (the “T.W. Davis Family YMCA”).

b. The YMCA covenants and agrees that it shall cause all plans, designs, construction, reconstruction, renovations and modifications to conform to the City’s Unified Development Code, technical codes, Infrastructure Design Manual, and relevant ordinances.

2.

YMCA OBLIGATIONS

a. The YMCA shall cause all plan and design documents to be prepared and completed with approval by appropriate review and permitting authorities on or before June 30, 2025; shall begin construction on or before January 1, 2026.

b. The YMCA shall use reasonable commercial efforts to complete such construction by September 1, 2027. Construction of the T.W. Davis Family YMCA shall be deemed complete upon issuance of a Certificate of Occupancy by the City. The foregoing deadline shall be extended due to delays not within the control of the YMCA upon the presentation of sufficient documentation of such delays to the DCR.

c. The YMCA covenants and agrees that the “Soft Costs” projected in Exhibit A shall not exceed \$3,466,000 and shall include only the following: Architectural/Engineering fees; furniture, fixtures, and equipment; legal fees; and accounting expenses.

d. The YMCA covenants and agrees that over the course of the Project it will contribute \$500,000 from the assets of the YMCA of Greater Houston for the renovation, reconstruction, equipment, and soft costs of the T.W. Davis Family YMCA as described in this Agreement.

e. The YMCA covenants and agrees that it, the YMCA of Greater Houston, shall be the sole operator of the T.W. Davis Family YMCA and shall not assign or subcontract the operations of the T.W. Davis YMCA to any other person or entity, without the prior written consent of the DCR. The foregoing shall not limit or restrict the T.W. Davis Family YMCA from establishing partnerships with community groups for programs, so long as the T.W. Davis Family YMCA remains the overall operator of the facility.

f. The YMCA covenants and agrees that the funds paid by the DCR pursuant to Section 6 of this Agreement shall be used solely for expenses directly related to the reconstruction and renovation of the T.W. Davis Family YMCA located on the Property.

g. The YMCA covenants and agrees that it will operate and maintain the T.W. Davis Family YMCA on the Property for a period of not less than 20 years from and after the date of reopening of the T.W. Davis Family YMCA (the "Commencement Date") unless otherwise mutually agreed. In the event the YMCA is unable to operate and/or maintain the T.W. Davis Family YMCA on the Property during the 20 year period by reason of acts of God, terrorism, war, civil commotion, riots, strikes, picketing or other labor disputes, unusually inclement weather, governmental restrictions, regulations or moratorium, pandemics, epidemics or worldwide sickness that prevent the operation and/or maintenance, or other cause beyond the reasonable control of the YMCA (collectively, "Force Majeure Events"), then the Parties shall meet to determine the reasonable period of delay, the process of resolution of the inability to operate and/or maintain, or other resolution. Force Majeure Events will not be applicable to delays resulting from (1) the inability of the YMCA to obtain financing or to proceed with its obligations because of a lack of funds or (2) the failure of the YMCA to have secured and maintained sufficient insurance to cover reasonable risks of loss.

The YMCA may use the Property solely for purposes of educational, athletic, and wellness programs benefitting the youth, children and adults of Richmond. YMCA will be solely responsible for complying with all laws

applicable to the use, occupancy, and condition of the T.W. Davis Family YMCA. The YMCA will not permit any unreasonable odors, smoke, dust, gas or vibrations to emanate from the T.W. Davis Family YMCA; nor take any other action that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger any person on the Property; nor permit the T.W. Davis Family YMCA to be used for any purpose or in any manner that would (1) void the insurance thereon, or (2) increase the insurance risk.

h. The YMCA covenants and agrees that it will provide sufficient operating capital to sustain any shortfall in funding for maintenance, repairs, and operations of the T.W. Davis Family YMCA. For this purpose, following the Capital Campaign for the reconstruction and renovation of the T.W. Davis Family YMCA, a five-year endowment campaign will be begun and pursued to raise \$2,500,000 for the funding of maintenance, repairs, and operations of the T.W. Davis Family YMCA.

3.

EMPLOYMENT AND CAPITAL INVESTMENT

a. The YMCA covenants and agrees that upon completion of the T.W. Davis Family YMCA it will provide employment of at least 5 full-time equivalent jobs with an average annual salary of \$45,000.00 per job.

b. The YMCA further covenants and agrees that a capital investment of at least \$13,381,000 (soft costs excluded) will be made in the reconstruction and renovation of the T.W. Davis Family YMCA.

4.

SERVE THE RESIDENTS OF RICHMOND

a. For the purpose of this Agreement, "serve" shall mean (1) residents of the City of Richmond who are members of families and eligible for participation in activities at the T.W. Davis Family YMCA and (2) residents of the City of Richmond who participate in programming of the T.W. Davis Family YMCA for periods of not less than 8 hours of the programming.

- b. The YMCA covenants and agrees that during each calendar year, it will serve at least 9,500 residents of the greater Richmond community.
- c. A report of the City of Richmond residents served during the immediately preceding calendar year will be provided to the DCR on or before January 31 of each year.
- d. Additionally, the YMCA shall provide, in advance in November of each year during the term of this Agreement, to the DCR a marketing plan to achieve serving at least 9,500 City of Richmond residents during the ensuing calendar year.

5.

INSURANCE

For the entire term of the Agreement ("Term"), the YMCA shall maintain (i) property insurance in the amount of the replacement value of the building and improvements; (ii) commercial general liability to cover liability arising from occurrences on or about the Property and acts of YMCA's Parties on or about the Property with limits of not less than \$1,000,000 per occurrence, plus umbrella coverage of at least \$2,000,000 per occurrence; (iii) business automobile liability insurance with limits of not less than \$1,000,000 per occurrence; (iv) worker's compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (v) Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood; and (vi) such other insurance as DCR may reasonably require. Such policies will (A) name DCR and City their agents, as additional insured on a form that does not limit the coverage provided under such policy to any additional insured (i) by reason of such additional insured's negligent acts or omissions (sole or otherwise, (ii) by reason of other insurance available to such additional insured, or (iii) to claims for which a primary insured has agreed to indemnify the additional insured, (B) be issued by an insurance company reasonably acceptable to DCR, (C) provide that such insurance may not be cancelled unless 30 days' prior written notice is first given to DCR.

All policies must contain a waiver of subrogation against the DCR and City of Richmond (the "City"). The YMCA shall pay all insurance deductibles and

deductibles must not exceed \$10,000 unless approved in advance by the DCR and City. The YMCA shall provide the DCR and City Certificates of Insurance evidencing these insurance requirements prior to the start of work on the T. W. Davis Family YMCA. The YMCA shall provide a replacement Certificate of Insurance prior to such change or cancellation. The YMCA agrees to waive all the YMCA's, its officers, employees, agents, assigns, and successors' rights of subrogation, except under the Professional Liability, against the DCR and City, its officers, employees, and elected representatives for injuries, including death, property damage, or other loss covered by insurance and the YMCA will provide a waiver of subrogation endorsement against the DCR and City. The DCR and City must be named or listed on the endorsement. A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE DCR AND CITY ON OR BEFORE THE DATE OF THIS AGREEMENT.

No insurance policy will contain endorsements that restrict, limit, or exclude coverage in a manner that is inconsistent with the foregoing requirements.

6.

YMCA TO NOT KNOWINGLY EMPLOY UNDOCUMENTED WORKERS

The YMCA covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United State; or (b) authorized under law to be employed in that manner in the United States.

7.

PLEDGE BY DCR

Subject to the YMCA (1) receiving pledges in an amount of at least 70% of the \$16,847,000 or current updated total cost of the project on or before December 31, 2024, and (2) determining a reasonable estimate for the construction of the reconstruction and renovation of the T.W. Davis Family YMCA on or before December 31, 2024, and in consideration of the YMCA's representations, promises, and covenants, the DCR agrees, subject to the

terms and conditions of this Agreement, to make an initial payment of \$200,000 to the YMCA (the "\$200,000 Payment") on or before December 31, 2024. Thereafter, on or before December 31 of each succeeding year, an additional payment shall be made by the DCR to the YMCA as set forth in the schedule of payments attached hereto as Exhibit C. Each payment by the DCR shall be conditioned upon the completion of all requirements contained in the performance agreement.

8.

WAIVER OF LIABILITY OF DCR

DCR will not be liable to YMCA or YMCA's agents, employees or contractors, or those claiming by, or under any of them for any injury to or death of any person or persons or any damage to or loss, or loss of use of any real or personal property caused by casualty, tortuous acts or omissions of any third party associated in any way with the Project. In addition, DCR and YMCA each waives any claims it might have against the other for any damage to or theft, destruction, loss or loss of use of any property, to the extent the same is insured against under any insurance policy that covers the Property, or business, or is required to be insured against by the party which might have such claim, REGARDLESS OF WHETHER THE NEGLIGENCE (OF WHATEVER TYPE OR NATURE) OR FAULT OF THE OTHER PARTY CAUSED SUCH LOSS. EACH PARTY WILL CAUSE ITS INSURANCE CARRIER TO ENDORSE ALL APPLICABLE POLICIES WAIVING THE CARRIER'S RIGHT OF RECOVERY UNDER SUBROGATION OR OTHERWISE AGAINST THE OTHER PARTY.

9.

INDEMNIFICATION

YMCA WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS DCR AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, CAUSES OF ACTION, SUITS, JUDGMENTS, ATTORNEYS' FEES AND EXPENSES FOR ANY LOSS ARISING FROM ANY OCCURRENCE WITHIN, ON OR ABOUT THE PROPERTY OR

ARISING FROM YMCA'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT OR ARISING FROM ANY ACT OR OMISSION (WHETHER NEGLIGENT, INTENTIONAL OR OTHERWISE) OF YMCA OR YMCA'S AGENTS, EMPLOYEES, INVITEES OR CONTRACTORS, EXCEPT TO THE EXTENT THAT A LOSS IS CAUSED SOLELY BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF DCR. YMCA HEREBY ACKNOWLEDGES THAT IT IS INDEMNIFYING DCR FOR DCR'S OWN ORDINARY NEGLIGENCE. THE TERM "LOSS" MEANS ANY INJURY TO OR DEATH OF ANY PERSON OR PERSONS OR ANY DAMAGE TO OR THEFT, DESTRUCTION, LOSS, OR LOSS OF USE OF ANY REAL OR PERSONAL PROPERTY CAUSED BY CASUALTY, THEFT, FIRE, OR ANY ACTS OR OMISSIONS OF ANY PERSON OR PARTY, AND ANY INJURY OR DAMAGE OR INCONVENIENCE WHICH MAY ARISE THROUGH REPAIR OR ALTERATION OF ANY PART OF THE PROPERTY, OR FAILURE TO MAKE REPAIRS, OR FROM ANY OTHER CAUSE.

THE PROVISIONS OF THIS SECTION 9 WILL SURVIVE TERMINATION.

10.

DEFAULT

a. If the YMCA is convicted of a violation under 8 U.S.C. Section 1324a (f) during the term of this Agreement, the DCR may terminate this Agreement and shall have no further obligation to make payments hereunder. In such event, the YMCA will reimburse the DCR, in accordance with the formulas hereinafter set forth, the total amount of all payments or incentives made to the YMCA by the DCR, with interest, within 120 days after said conviction and the DCR's delivery to the YMCA of written notice of the exercise of DCR's reimbursement remedy. The YMCA's obligation to reimburse the DCR fully shall survive the termination of this Agreement. The interest rate shall be the rate of the 90-day U.S. Treasury Bill as of the date of the conviction per annum, and Interest accrues from the date of each payment by the DCR to the YMCA until the DCR is fully reimbursed. The YMCA agrees to allow the DCR, upon receipt of not less than 7-day's prior written request, reasonable access to such information as is necessary to determine the YMCA's compliance or conviction.

b. If the DCR finds that the YMCA is in default of any material obligation under this Agreement, other than the hiring of undocumented workers, the DCR shall give the YMCA written notice of such default. The YMCA shall have 90 days to cure such default. If the YMCA does not cure the default within the 90-day cure period, the DCR may extend the cure period up to another 90 days or terminate this Agreement by giving written notice of termination to the YMCA and the DCR shall have no further obligation to make payments to the YMCA. In such event, the YMCA will reimburse the DCR a percentage of the total amount of all payments or incentives made to the YMCA by the DCR, with interest, in accordance with the formulas set forth in this paragraph (the "Total Payment"). The obligation of the YMCA to reimburse the DCR fully shall survive termination of this Agreement. The interest rate shall be the rate of the 90-day U.S. Treasury Bill as of the date of the YMCA's receipt of the written notice of default per annum, and interest accrues from the date of each payment by the DCR to the YMCA until the DCR is fully reimbursed. Notwithstanding the foregoing, the Total Payment will be reduced in accordance with the following to give the YMCA credit for its years of operation without default. The Total Payment will be amortized over a 10-year period commencing upon the Commencement Date, with an amount equal to 10% of the Total Payment to be credited to the YMCA for each whole year of operating without a material default. For example, if the YMCA operates the T.W. Davis Family YMCA without defaulting under this Agreement for 3.5 years and then closes the T.W. Davis Family YMCA defaulting under its obligation to operate for ten years and the Total Payment is \$1,000,000, 30% of the Total; Payment (or \$300,000) of the Total Payment will be credited to the YMCA to recognize three full years of operating without a default and the DCR would have no further obligation to make payments to the YMCA under this Performance Agreement.

In addition to all other amounts owed, the YMCA also agrees to reimburse the DCR for any and all reasonable attorney's fees and costs incurred by the DCR as a result of any action required to obtain reimbursement under this Agreement. Such reimbursement shall be due and payable within sixty (60) days of the YMCA's receipt of an invoice for such fees.

c. If the YMCA fails to begin construction of the renovations and improvements of the T.W. Davis Family YMCA, as contemplated by this Agreement, on or before January 1, 2026, the DCR may terminate this

Agreement and shall have no further obligation to make payments hereunder and the YMCA shall reimburse the DCR for all payments paid by the DCR to YMCA under this agreement. Such reimbursement by the YMCA shall be made within 120 days of January 1, 2026, and shall bear interest. The interest rate shall be the rate of the 90-day U.S. Treasury Bill as of the date of the conviction per annum, and Interest accrues from the date of each payment by the DCR to the YMCA until the DCR is fully reimbursed. The YMCA's obligation to reimburse the DCR fully shall survive the termination of this Agreement. For the purposes of this section, "begin construction" means the issuance of a permit for the construction of the improvements and the commencement of work beyond clearing and grading of the property.

11.

MAINTENANCE AND INSPECTION OF RECORDS

- a. The YMCA shall keep accurate records of all transactions and documentation related to the reconstruction, renovation, and improvements to the T.W. Davis YMCA and shall, upon reasonable notice from the DCR, not to be less than 72 hours, make all such records available for inspection and review by the DCR.
- b. The YMCA shall provide the DCR with monthly financial statements related to the T.W. Davis Family YMCA.
- c. During the campaign to receive pledges for the reconstruction, renovation, and improvement of the T.W. Davis Family YMCA, the YMCA shall provide the DCR with monthly statements of pledges received.

12.

NOTICE

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) delivering the same in person to such party; or (iii) overnight or messenger delivery service that retains

regular records of delivery and receipt; or (iv) facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to the DCR: Development Corporation of Richmond
 402 Morton Street
 Richmond, Texas 77469
 Attn: Economic Development Director

If to YMCA: YMCA of Greater Houston
 P.O. Box 3007
 Houston, Texas 77253
 Attn: President & CEO

13.

GOVERNING LAW, VENUE

This Agreement shall be performed and enforceable in Fort Bend County, Texas, and shall be construed in accordance with the laws of the State of Texas.

14.

AMENDMENT

a. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only in writing with the signatures and mutual consent of the parties hereto.

b. In the event the YMCA is unable to meet the milestones set forth in 2 and 7 above or in the event that the reasonable costs of construction of the reconstruction, renovation, and improvements to the T.W. Davis Family YMCA, the YMCA will inform the DCR of such events and this Agreement may be amended, in the sole discretion of the DCR, to reset the milestones or revise the extent of reconstruction, renovation, and improvements to be

made or to discontinue the DCR's contributions or to declare default under 10b above and recover the DCR's previous contributions.

15.

NO WAIVER

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

16.

ASSIGNMENT

This Agreement shall bind and benefit the respective parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

17.

SEVERABILITY

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

(Signature Page Follows)

Exhibit A



A New T.W. Davis YMCA

FACILITY STRATEGY & DESIGN

YMCA of Greater Houston
Aug. 2022



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AGENDA / FLOW

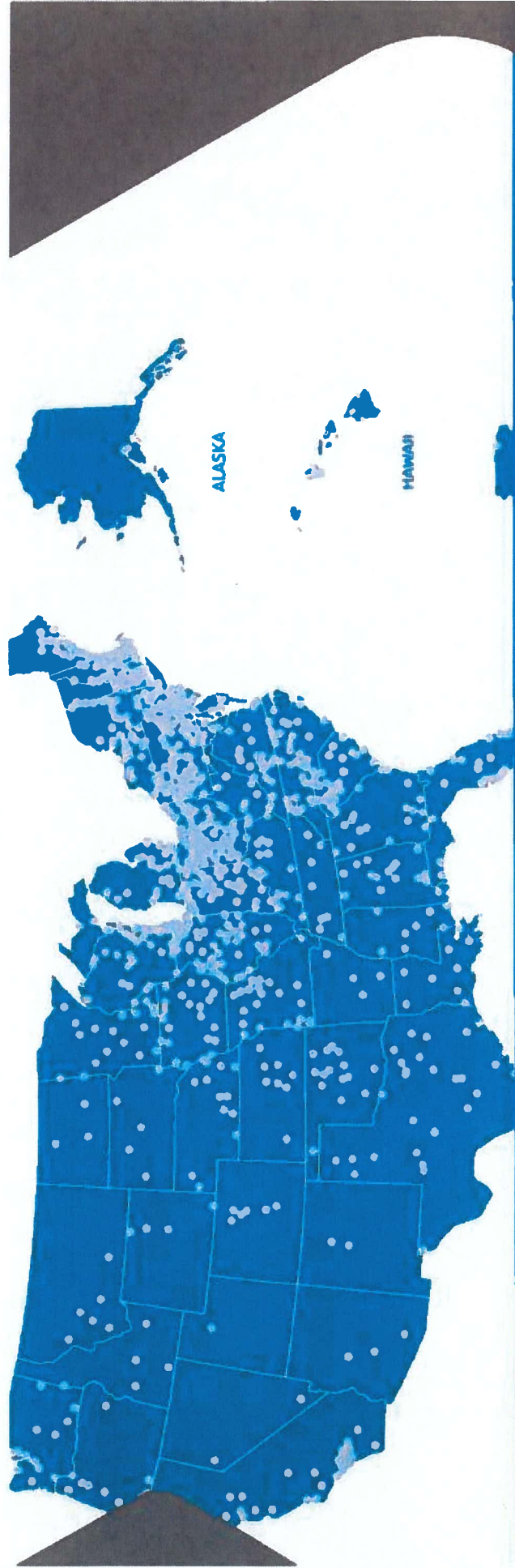
FACILITY STRATEGY

- 1. The Plan**
Background & approach, timeline
- 2. The Vision**
Drivers, vision, framework
- 3. The Place**
Design concepts
- 4. The Scope**
Program, budget, venues



**"[I am] an advocate of the idea
that how good the building is, often
reflects how good the business is."**

Joyce LaValle
CEO Prince Street Technologies



ABOUT YMCA DEVELOPMENT

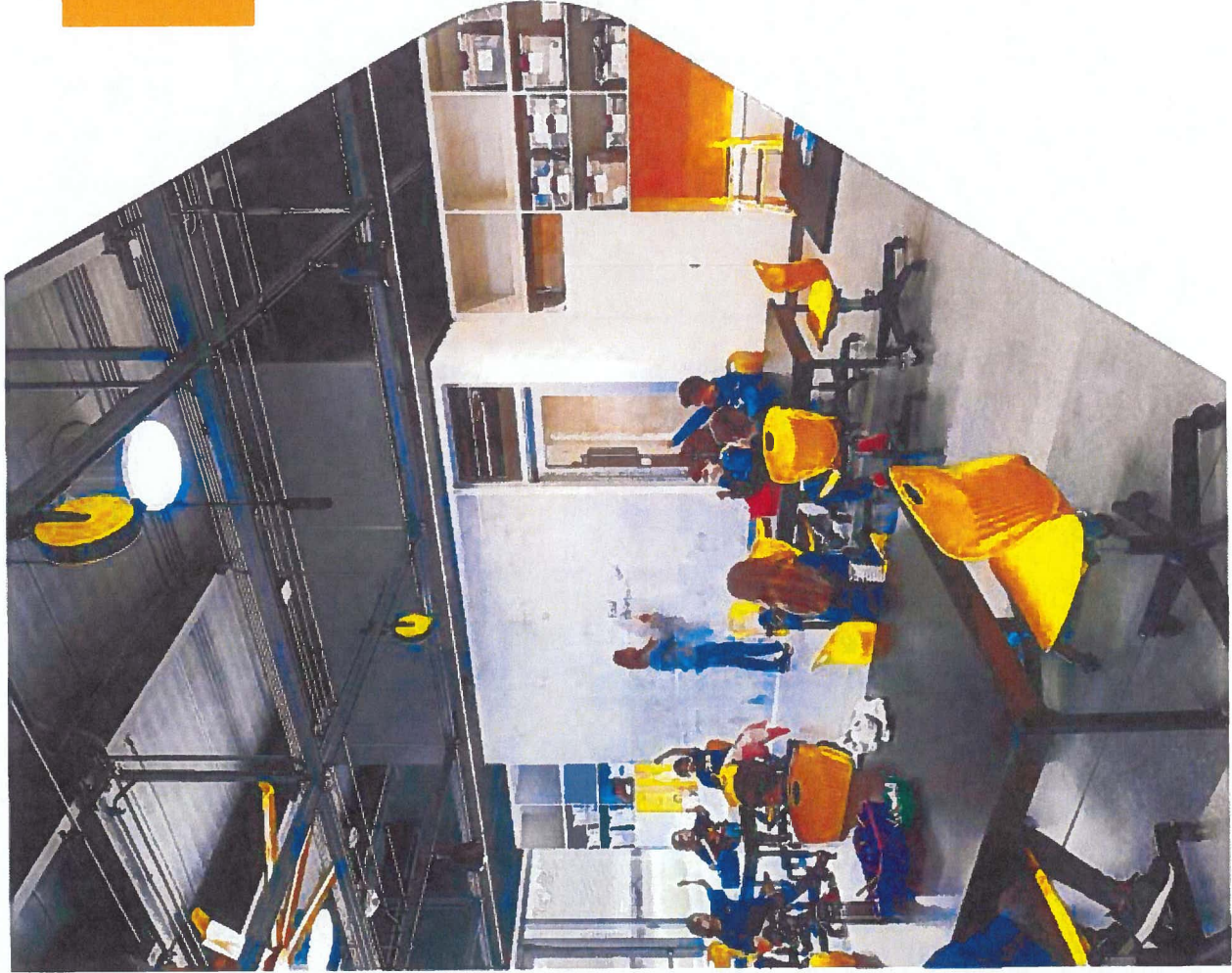
2,700+

YMCAs centers across the country

48 new centers delivered to communities each year

10% undergoing major capital improvements or redevelopment at any time

YMCA facilities serve as centers of community, accommodating a rich and diverse roster of programs and services for all



ABOUT GRO

- **400+ Y Design Projects**
- **50+ active projects with \$750M value**
- **Facility development (RE) advisors to 9 of nations top YMCAs**
- **140+ working interfaces with U.S. A/E & CM firms**
- **Y-USA's de facto facilities dept.**

gro>



825

Similar Branch Assets Studied

46%

Average increase in membership resulting from recommended capital investments

75

Associations with completed development programs

\$7.5M

Average value of recommended investment per asset to achieve optimization

- YMCA of the Capital District (Albany NY)
- YMCA of Western North Carolina (Asheville, NC)
- YMCA of the Capital Area (Baton Rouge, LA)
- Treasure Valley YMCA (Boise, ID)
- YMCA Buffalo Niagara
- YMCA of Greater Charlotte
- YMCA of Greater Cincinnati
- YMCA of Greater Cleveland
- YMCA of Central Ohio (Columbus)
- YMCA of Metropolitan Dallas
- YMCA of Metropolitan Denver
- YMCA of Metropolitan Detroit
- Greater Philadelphia YMCA
- Valley of the Sun YMCA (Phoenix, AZ)

- YMCA of San Diego County
- YMCA of San Francisco
- YMCA of Coastal Georgia (Savannah, GA)
- YMCA of Silicon Valley (Santa Clara, CA)
- YMCA of Southern Arizona (Tucson, AZ)
- YMCA of the Greater Twin Cities
- YMCA of Metropolitan Washington (DC)
- Whatcom Family YMCA (Bellingham, WA)
- YMCA of Greater Brandywine (West Chester, PA)
- YMCA of Greater Hartford
- YMCA of Honolulu (Honolulu, HI)
- YMCA of Greater Houston
- YMCA of the Greater Kansas City
- YMCA of Greater Long Beach (CA)

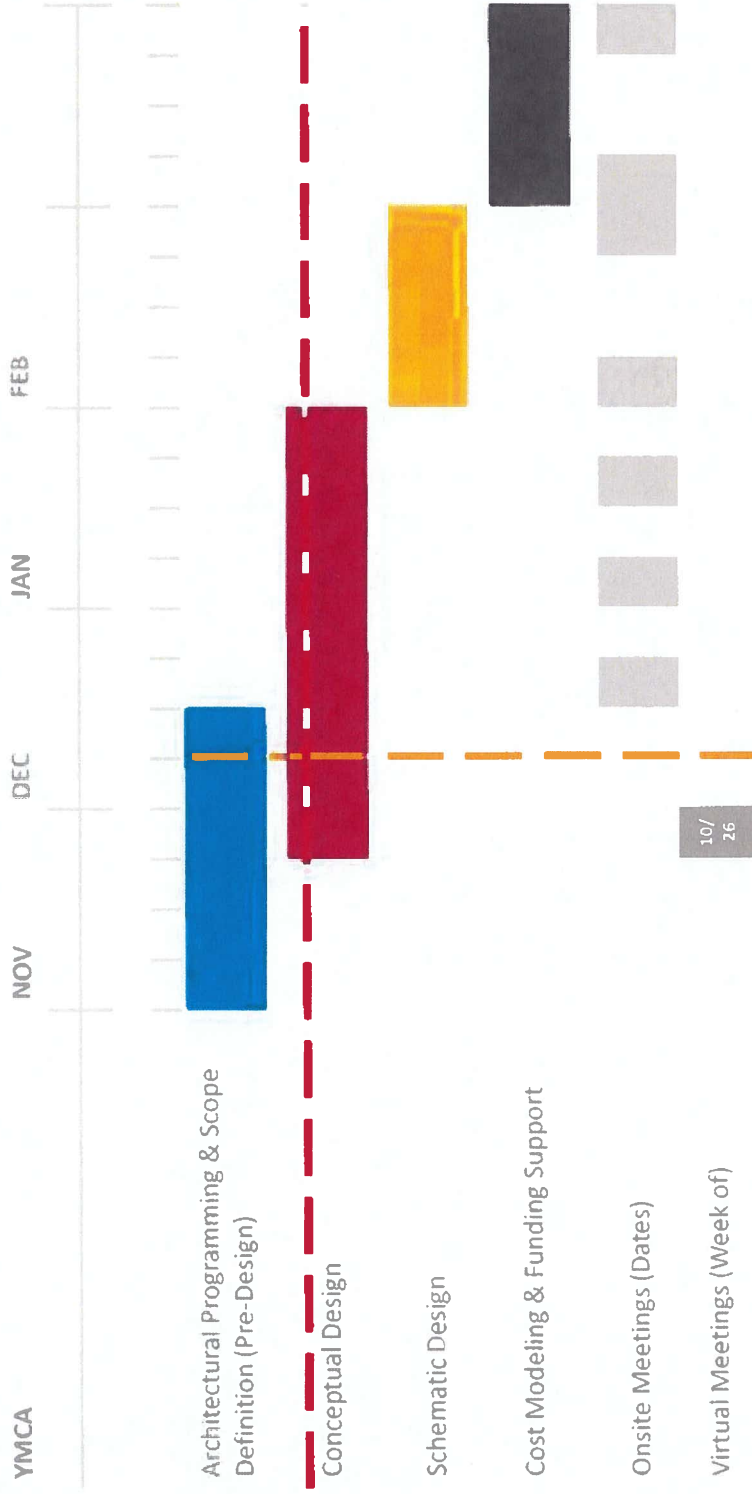
- YMCA of Long Island
- YMCA of Memphis & the Mid-South
- Central Connecticut Coast YMCA
- YMCA of Greater Oklahoma City
- YMCA of Orange County

OBJECTIVES:

Today

1. Establish the project drivers, vision and frameworks
2. Identify the programmatic and function requirements of the new community center
3. Determine project scope and direction



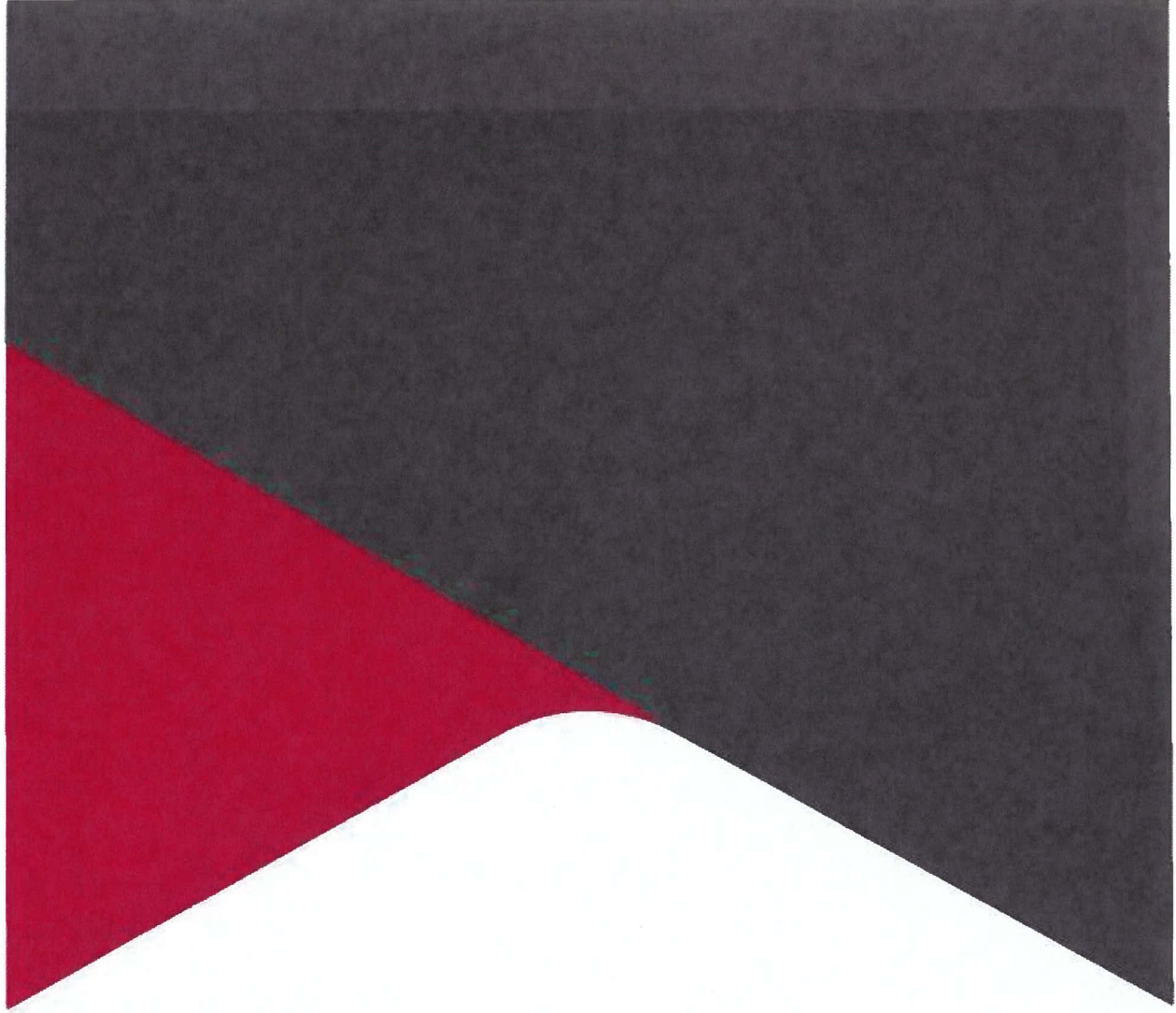


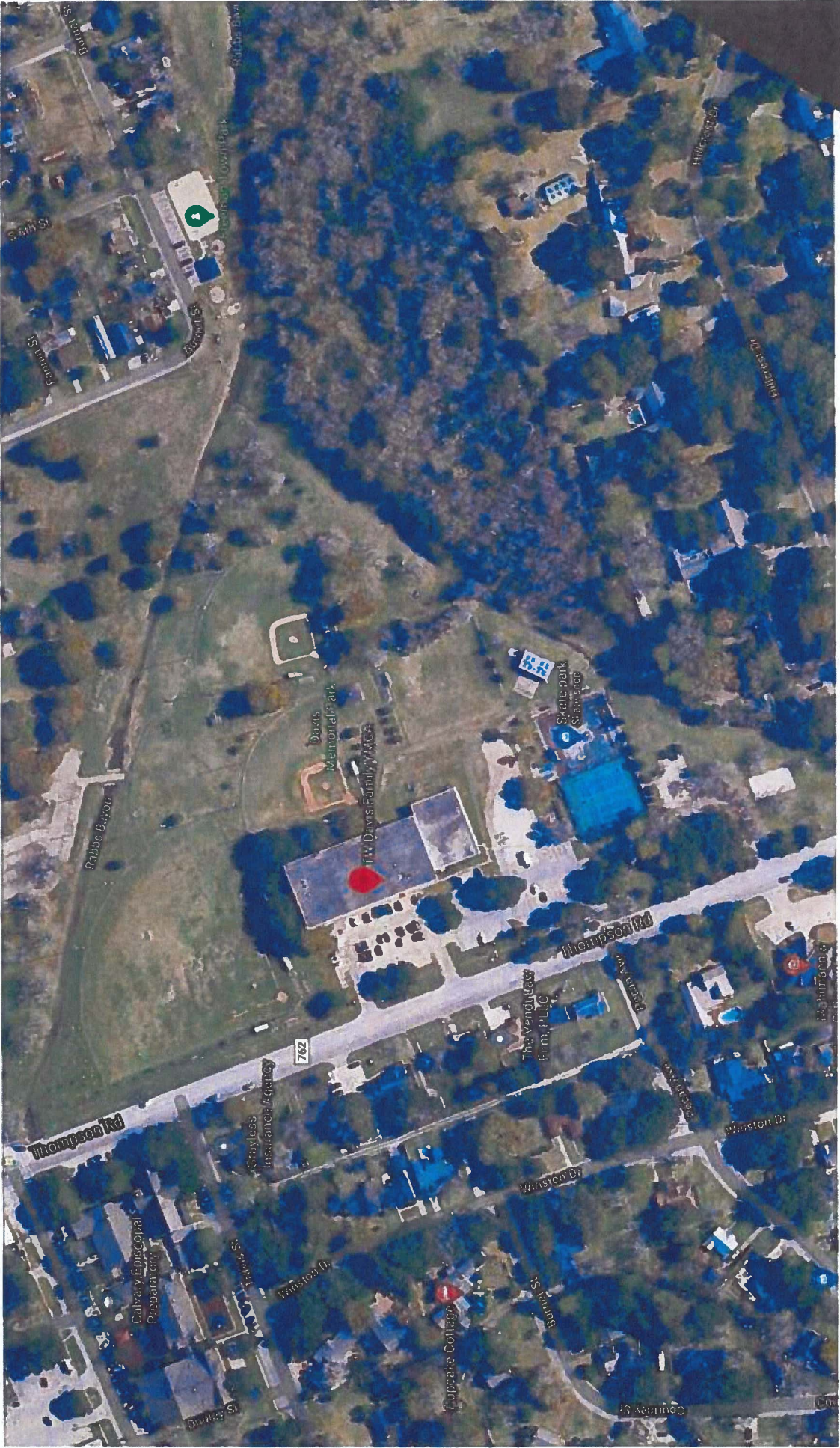
YMCA PROJECT DELIVERY

DRAFT PRE-FUNDING TIMELINE DETAIL

The Place

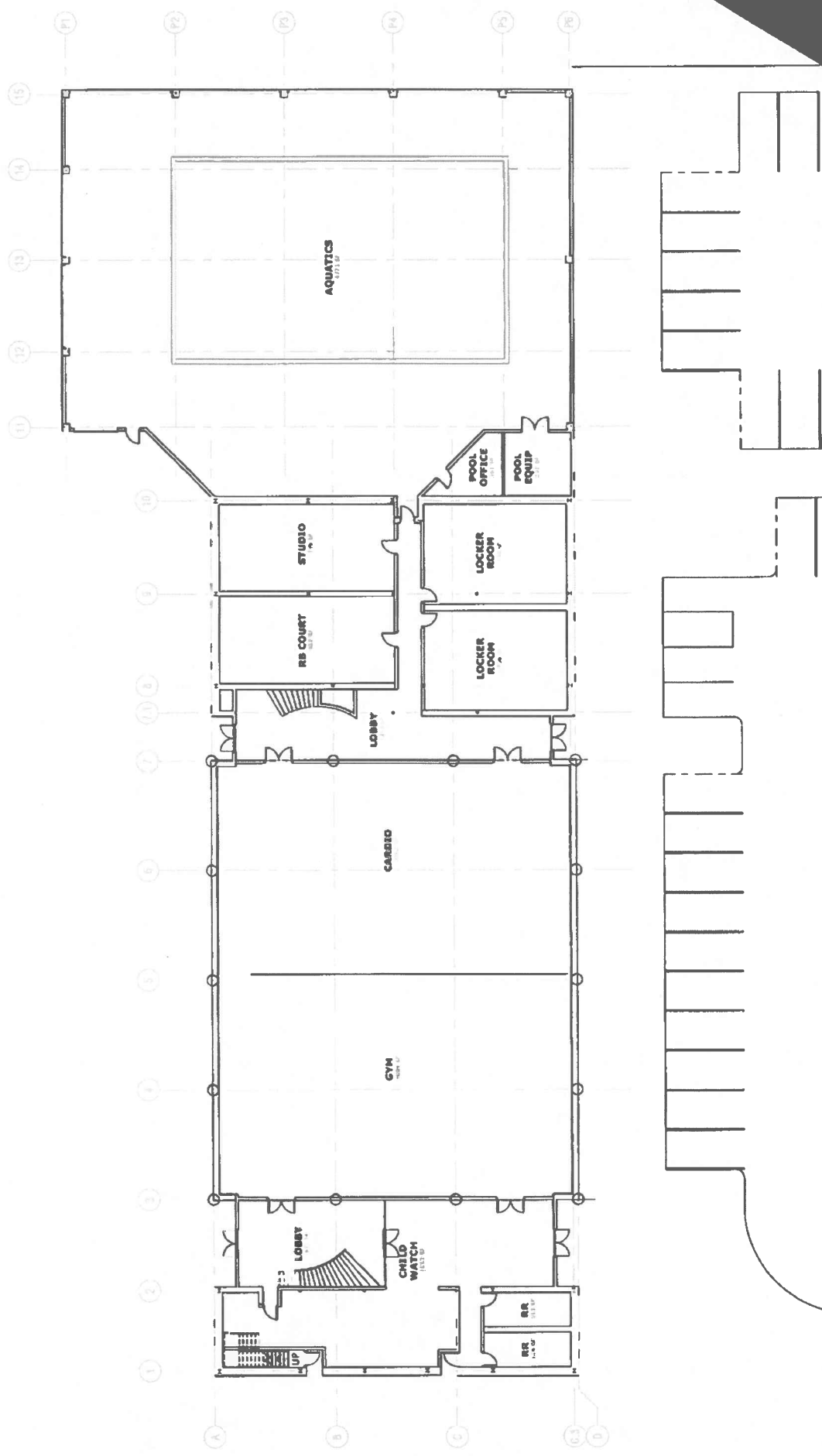
Site. Context. Precedents





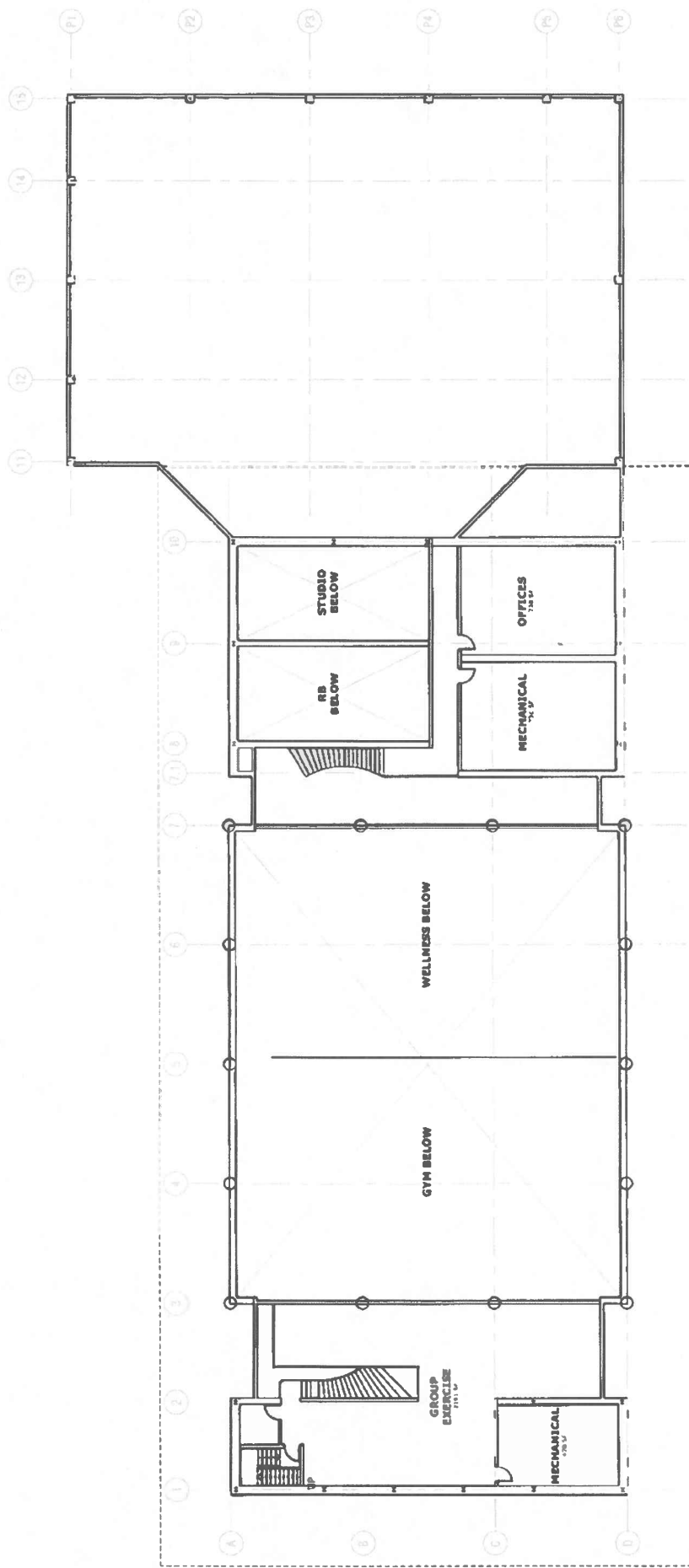
EXISTING SITE

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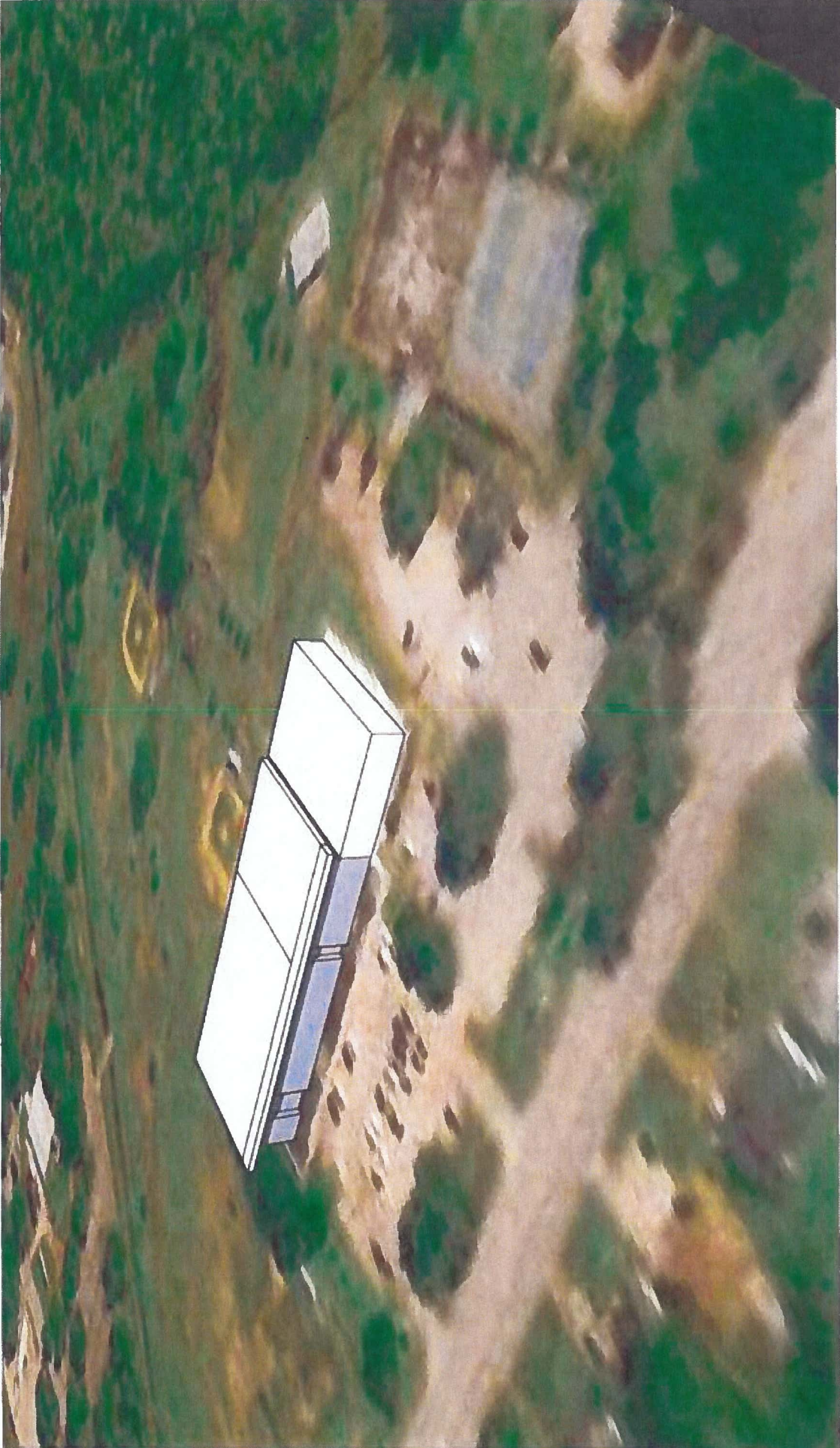


EXISTING 1ST FLOOR PLAN





EXISTING 2ND FLOOR PLAN

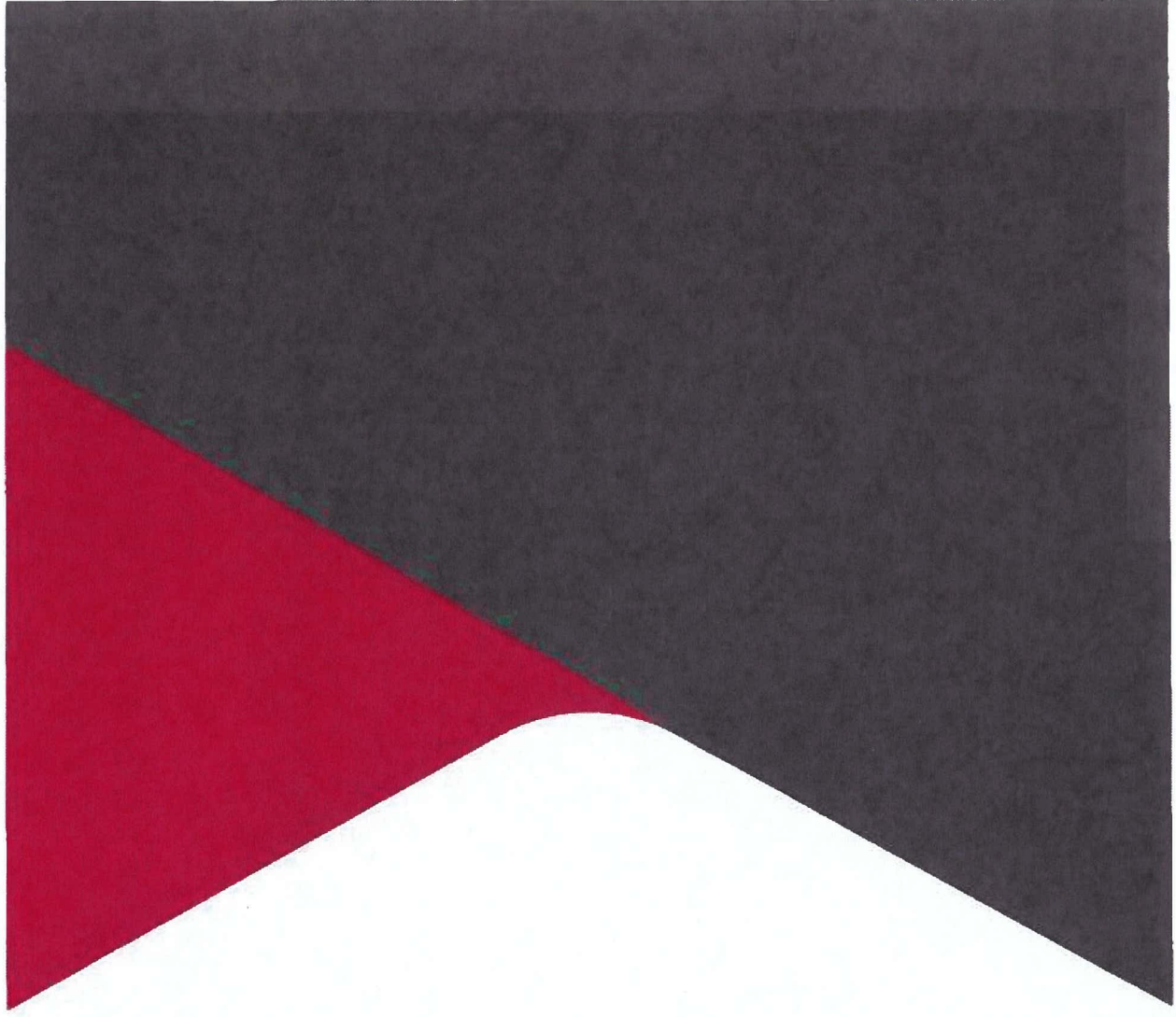


EXISTING MASSING

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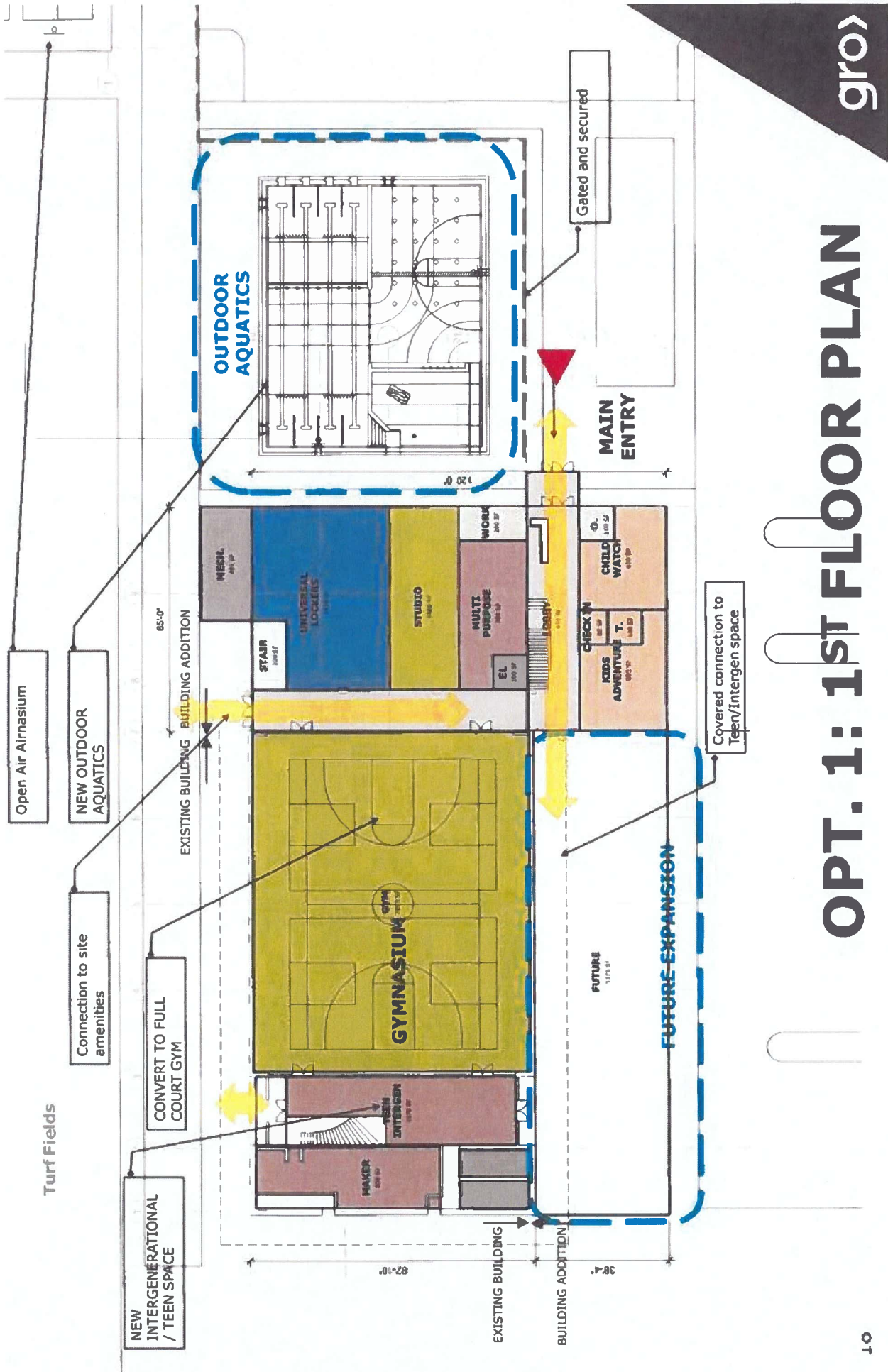
The Vision Opt. 1

Drivers. Vision. Frameworks.



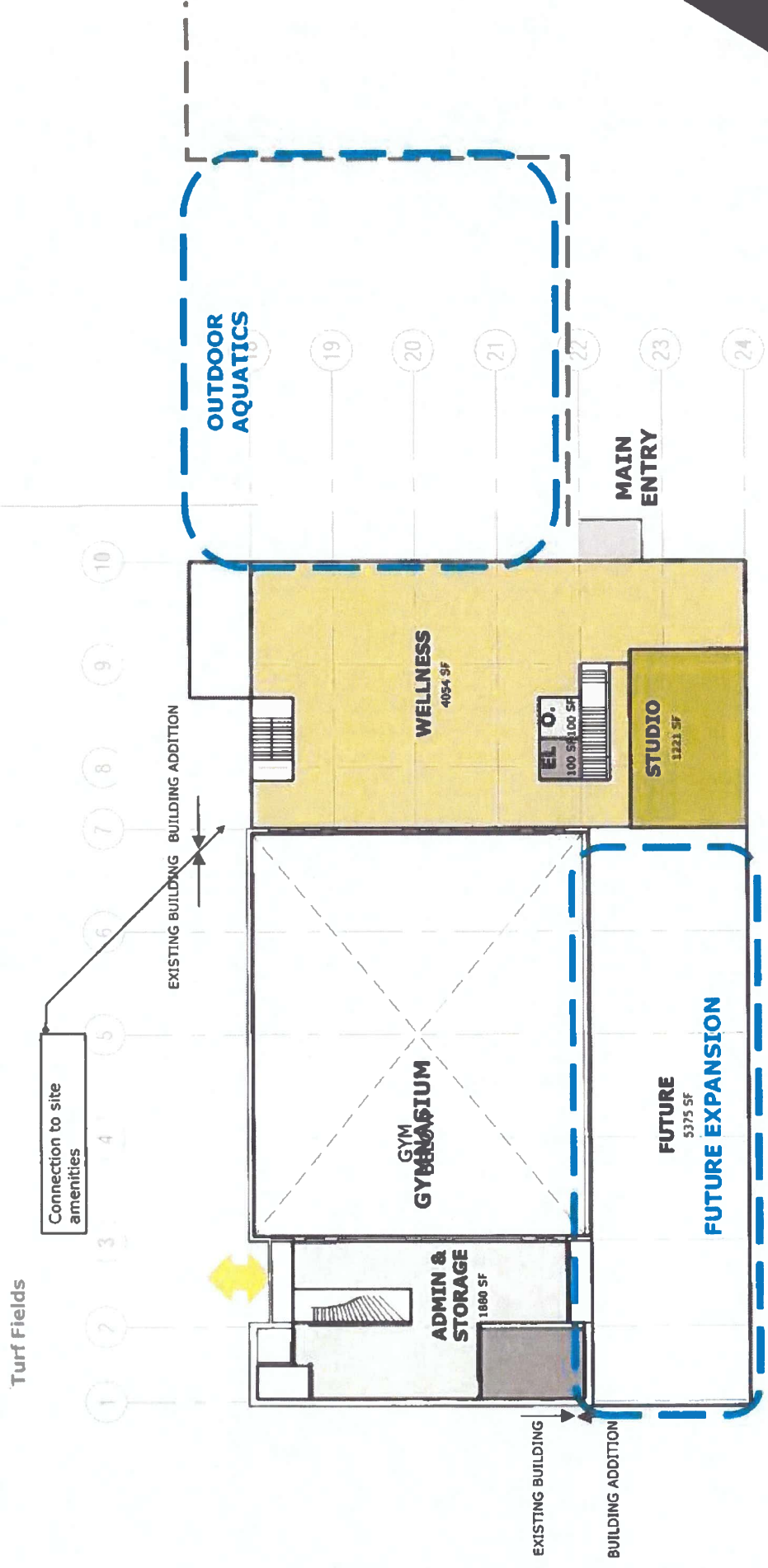


PROPOSED CAMPUS OPT. 1



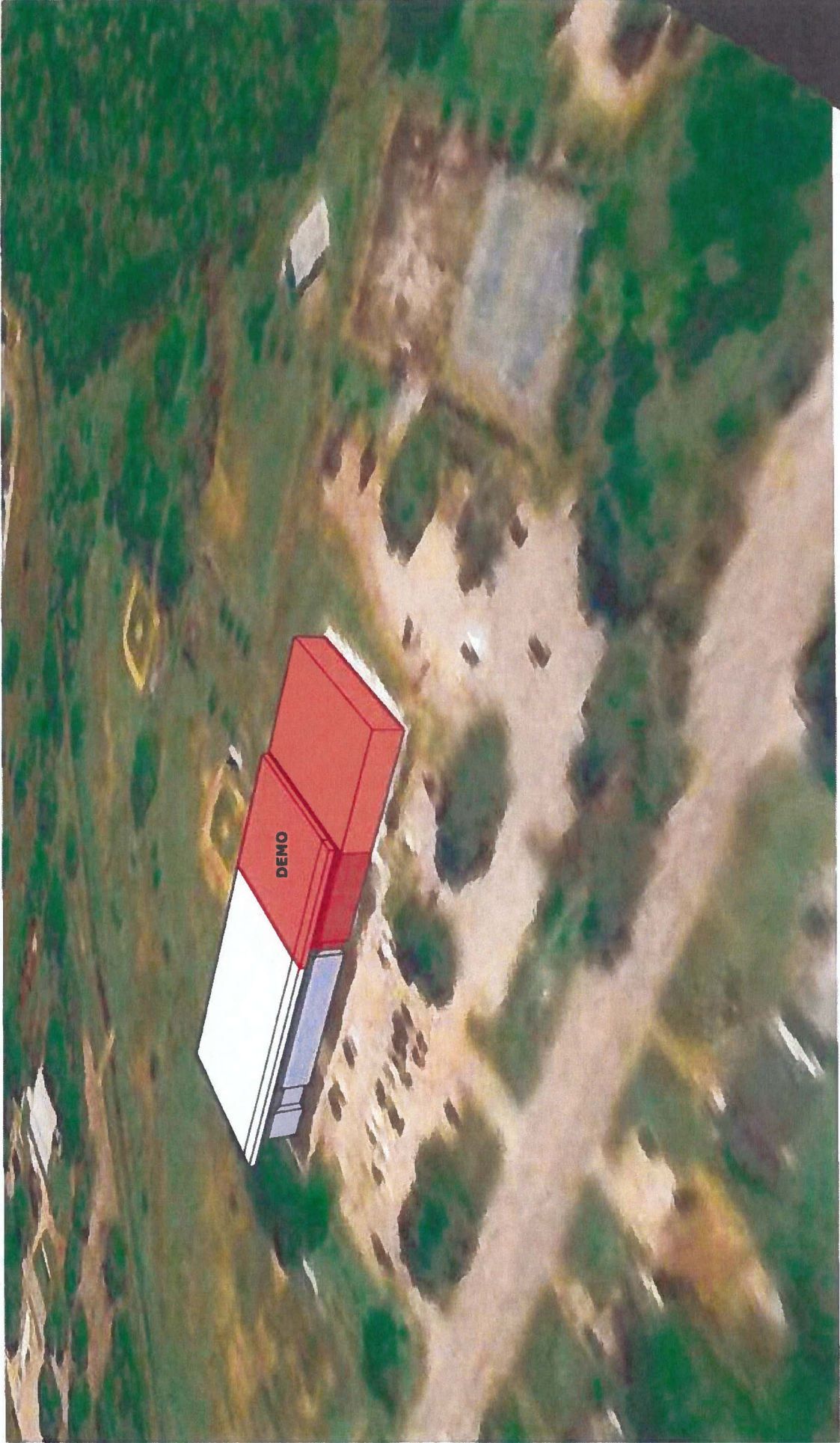
OPT. 1: 1ST FLOOR PLAN





OPT. 1: 2ND FLOOR PLAN





DEMOLITION MASSING

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- Base Scope
- Future Expansion

MASSING MASTERPLAN

The Scope

Program, budget, venues



PRIMARY VENUES

Existing Base Scope Base Scope+

	Existing	Base Scope	Base Scope+
1 Lobby / Commons	1,430	1,200	1,200
2 Child Watch & Kids Adv.	1,650+670	650+700	650+700
3 Community / MP Rooms	-	760+850	760+850
4 Community Kitchen	-	-	-
5 Teen/ Intergen	-	1,075	1,075
6 Gymnasium	4,000	7,800	7,800
7 Track	-	-	-
8 MP Group Ex Studios	2,180+800	1,225 + 1,060	1,225 + 1,060
9 Cycling Studio	-	-	-
10 Wellness	3,850	4,000	4,000
11 Adult Lockers	735+735	100 +100	100 +100
12 Universal Lockers	-	1,800	1,800
13 Youth Lockers	-	-	-
14 Aquatics	9,770	Outdoor	Outdoor
15 Admin	740	1,000	1,000
16 Partner	-	-	-

Site Amenities

Outdoor Aquatics; Airnasium;
Fields; Pickleball; Turf Fields;
MP Camp buildings etc.

SPACE ALLOCATION

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PROJECT BUDGET		Base SCOPE	Base SCOPE W/ SITE FEATURES	NOTES
1	Area: New Construction	15,900 SF +outdoor aquatics	15,900 SF +outdoor aquatics +8,000 SF (AIRNASIUM) 6,000 SF (MP CAMP)	
2	Area: Renovation	4,000 SF	4,000 SF	
		Demo and New expansion off front and side of facility	+additional site amenities; outdoor aquatics, airnasium, turf fields, pickleball, camp etc	
3	Hard Costs	\$7,905,585	\$12,880,585	Cost of work, including escalation & contingencies
4	Parking	\$300,000	\$300,000	parking expansion 120 spaces
5	Sitework	\$200,000	\$200,000	Allowance; final tbd
6	Allowance: Outdoor Pool	\$1,400,000	\$1,400,000	Allowance; final tbd
7	Allowance: Outdoor Pavilion	n/a	\$1,000,000	
	Allowance: MP Camp	n/a	\$480,000	
	Allowance: Fields	n/a	\$1,800,000	
	Allowance: Pickleball Center	n/a	\$400,000	
	Allowance: Amphitheater, Archery, Trails	n/a	\$350,000	
7	Demolition	(\$200,000)	(\$200,000)	* demolition of existing aquatics, included in Hard Costs
8	Soft Costs	\$2,648,000	\$3,466,000	A/E fees, FF&E, legal, etc.
10	TOTAL (before financing)	\$11,053,585	\$16,846,585	

OPT. 1 PROJECT BUDGET



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Exhibit B



FOR YOUTH DEVELOPMENT •
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

August 25, 2022

Terri Vela, City Manager
City of Richmond
402 Morton Street
Richmond, TX 77469

The T.W. Davis Family YMCA thanks the City of Richmond for their generous support over the years. Your steadfast partnership has helped to deliver youth education, outreach, and wellness programs that meet community needs – empowering children, teens, adults, seniors, and families to thrive.

The YMCA of Greater Houston began its journey in the Richmond community in 1987 with the opening of the T.W. Davis Family YMCA (T.W. Davis YMCA) on June 23 of that year. It has lovingly served the community over the last 35 years through a variety of services that reach people of all ages and backgrounds. **The T.W. Davis YMCA invites the City of Richmond to consider a \$1 million community investment over five years supporting the T.W. Davis Family YMCA Capital Development Project.** Moreover, the City's investment will be matched to leverage additional funds through the Henderson-Wessendorf Foundation's \$2.5 million challenge grant offered for the project. I have attached a more detailed proposal with the 2022 YMCA Market Feasibility Report, and a Master Plan presentation slide deck as an overview for your consideration.

The City of Richmond's leadership and support are critically needed as we work to engage the community and reposition the T.W. Davis YMCA to better serve the City of Richmond, making our neighborhoods stronger, healthier, and vibrant – impacting generations of Richmond residents. If you have any questions, please feel free to reach me directly or Jess Stuart at 281-914-3638 or jstuart@ymcahouston.org. Thank you, again, for your consideration.

Sincerely,

Stephen Ives
President & CEO
YMCA of Greater Houston
713-758-9172 | stephen.ives@ymcahouston.org

Jess Stuart
Community Development Executive
T.W. Davis Family YMCA
281-914-3638 | jess@ymcahouston.org



Our Mission: To put Judeo-Christian principles into practice through programs that build healthy spirit, mind and body for all. Everyone is welcome.

Exhibit C

9. Future agenda items.



**DEVELOP
RICHMOND**

EST. TEXAS 1837

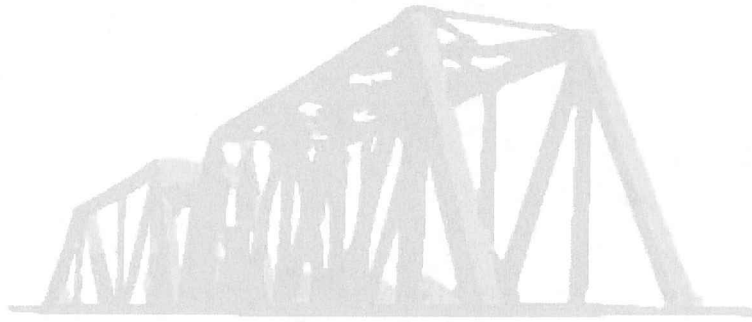
10. Excuse from Attendance at Regular DCR Meeting.



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EST. TEXAS 1837

11. Adjournment



**DEVELOP
RICHMOND**

EST. TEXAS 1837