



Agenda

Dickinson Economic Development Corporation Special Meeting
4403 Highway 3
Dickinson, TX 77539
Wednesday, April 19, 2023 at 6:30 PM

1. **CALL TO ORDER AND CERTIFICATION OF A QUORUM**

2. **INVOCATION**

3. **PLEDGE OF ALLEGIANCE**

4. **PUBLIC COMMENTS**

At this time, any person with business related to the Dickinson Economic Development Corporation may speak to the Board. Anyone wishing to speak should inform the board of their name. Comments from the public should be limited to a maximum of three (3) minutes per individual speaker. In compliance with the Texas Open Meetings Act, the Board may not deliberate or take action on items not appearing on the agenda but may consider placing an item on a future agenda if deliberation is necessary.

5. **DISCUSSION AND POSSIBLE ACTION CONCERNING**

5.A Discussion and possible action to approve the hire of James Brockway of Brockman Commercial for consultant needs at trade shows, conferences, and developer meetings.

5.B Discussion and possible action to approve a contract with Aulds Media Now for five business and retention spotlights to promote local small business on I45Now.

6. **EXECUTIVE (CLOSED) SESSION(S)**

The time is now _____ p.m. and the Board will now hold a closed executive meeting pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in :

6.A Texas Government Code Section 551.071- Consultation with Attorney regarding pending litigation and matters in which the duty of the Dickinson Economic Development Corporation attorney requires to be discussed to closed meetings.

6.B Texas Government Code Section 551.072- Deliberation regarding real estate property: purchase, exchange, lease, or value for real estate property, to wit: discuss possible acquisition of real estate property.

6.C Texas Government Code Section 551.087- Discussion regarding Economic Development negotiations and opportunities.

7. **ACTION ITEMS FROM EXECUTIVE (CLOSED) SESSION(S)**

7.A Consideration and possible action concerning real estate items discussed in executive session.

8. **RECONVENE**

The time is now _____ p.m. and hereby close the Executive Session of The Dickinson Economic Development Corporation and do hereby reconvene the open session.

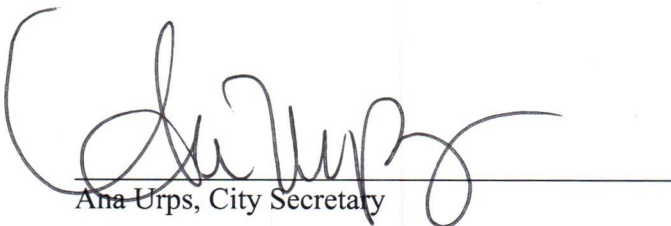
9. **BOARD MEMBER COMMENTS**

10. **FUTURE AGENDA ITEMS**

11. **ADJOURNMENT**

CERTIFICATE OF NOTICE

This is to certify that the above Notice of Meeting was posted on the bulletin board of City Hall of the City of Dickinson, Texas, on or before the 13th day of April, 2023 at 5:30 P.M. as well as the City's public internet webpage, www.dickinsontexas.gov and was posted in accordance with the Texas Open Meetings Act, Chapter 551, Government Code.



Ana Urps, City Secretary



NOTE: In compliance with the Americans with Disabilities Act, this facility is wheelchair accessible and accessible parking spaces are available. Requests for special accommodations or interpretive services must be made at least 48 hours prior to this meeting. Please contact the City Secretary's Office at 281-337-6217 or by email at aurps@dickinsontexas.gov.

Dickinson Economic Development Corporation
Agenda Item Data Sheet
5.A

MEETING DATE: April 19, 2023

TOPIC:	Discussion and possible action to approve the hire of James Brockway of Brockman Commercial for consultant needs at trade shows, conferences, and developer meetings.
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BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:	• Consulting Agreement-James Brockway.docx
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FUNDING ISSUES:

FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Ana Urps	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
NO		

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (the “Agreement”) is entered into by and between James Brockway (the “Consultant”), and Dickinson Economic Development Corporation, Texas (the “Client”), collectively (the “Parties”) on April 3, 2023.

This Agreement represents and memorializes all the terms, conditions, duties, responsibilities and conditions related to services being provided by Consultant to Client, defined below hereof, which are being provided pursuant to this Agreement.

SCOPE AND TERM OF SERVICES

1.01 Pursuant to the terms set forth in this Agreement, Client has retained the services of Consultant for the purposes set forth below. The representation provided by Consultant shall include all or some of the following services (herein collectively known as the “Services”):

- Promote dialogue and communications with developers to develop/redevelop certain strategic locations in Dickinson;
- Promote the sale of real estate currently owned by Client to developers and investors;
- List any properties for sale or lease that the city owns, as requested by Client
- Provide guidance on incentives such as TIRZ, 380 agreements, etc.
- Such other services as reasonably requested by Client in writing to consultant.

1.02 the term of this agreement shall begin on the Effective Date specified above and continue for a period of one year or until completion of any ongoing scope of work as detailed above. This agreement may be terminated by Client or Consultant, at any time and for any reason, upon 30 days written notice to the other party. Upon written notice, Consultant shall cease further work as soon as practical and provide Client with a final invoice to account for any outstanding expenses and other amounts due consultant.

1.03 Consultant will devote the amount of time that is reasonably necessary to perform his duties under this Agreement.

1.04 Client has retained the services of the Consultant as an independent contractor and not as an employee. Consultant’s employees, contractors working on behalf of Consultant or persons engaged by Consultant to perform services under this Agreement should not for any purpose be considered employees or agents of Client.

COMPENSATION

2.01 The Parties have agreed that Consultant shall be paid an hourly rate of \$200.00 per hour. Consultant will keep time records of work performed and invoice Client for the time spent, on a monthly or other basis as agreed by the parties.

2.02 If Consultant is retained to list any property for sale or lease, a listing agreement will be prepared by Consultant and a fee of 6% on sales and 6% of the cumulative amount of rental income, if a lease, will be charged Client, to be paid at the closing date of the sale or lease.

2.03 Any work product produced under this agreement shall be the property of Consultant until the fee for the services is paid in full.

2.04 Consultant will be reimbursed all reasonable expenses to Client, which must be preapproved by Client.

2.05 Any amounts not paid which are due and owing shall accrue interest at the rate of 12% per annum commencing on the 30th day after the due date.

DISCLOSURE AND CONFIDENTIALITY

3.01 Disclosure. The Parties hereby covenant and agree that at all times after the Effective Date and continuing after conclusion of the Services provided hereof, unless consented to in writing by the Client, Consultant shall not disclose the information obtained as a result of the Services provided to the Client pursuant to the performance of this Agreement. Notwithstanding the foregoing, (i) the Consultant is hereby authorized and entitled to make disclosures concerning the Consultant's financial compensation provided hereunder to all such proposed financial institutions, attorneys, accountants, employees, agents and other service professionals as may be reasonably necessary; and (ii) each Party shall be entitled to make such disclosures concerning this Agreement and materials provided hereunder as may be necessary to comply with any court order or directive of any applicable governmental authority.

3.02 Confidentiality. Consultant hereby acknowledges that in the performance of the Services provided for hereof he shall have access to confidential information of the Client's business including sensitive and proprietary information. As such the Consultant hereby agrees that all such information shall remain strictly confidential and shall not be discussed, revealed, furnished, or disclosed to anyone not authorized by the Client.

3.03 The foregoing shall not apply to any confidential information that (i) can be shown by documentary evidence to have been previously know to Consultant at the time of disclosure, except as has been previously disclosed to Consultant by Client or vice-versa, (ii) is independently developed by Consultant or Client without breach of this Agreement, (iii) is lawfully obtained from a third party without restriction on use of disclosure, (iv) is or becomes part of the public domain through no fault of Consultant or Client, or (v) is disclosed pursuant to any judicial or governmental requirement or order, provided that Consultant or Client takes reasonable steps to give Consultant or Client sufficient prior notice in order to contest such requirement or order.

3.04 Client shall not reproduce or use the work product of Consultant for any other person without Consultant's express written permission. No other person shall use the work product unless a fee is paid to Consultant prior to such permitted use.

MISCELLANEOUS

4.01 All notices, demands and requests which may be given or which are required to be given by either Party to the other, shall be in writing and shall be delivered as indicated below:

If to Consultant: James Brockway
102 E. Walker St, Suite 103
League City, TX 77573
jbrockway@brockwaycommercial.com

If to Client: Dickinson Economic Development Corporation
4403 Highway 3
Dickinson, TX 77539

4.02 This Agreement embodies the entire agreement between the Parties relative to the subject matter hereof, and there are no oral or written agreements between the Parties, nor any representations made by either Party relative to the subject matter hereof, which are not expressly set forth herein.

4.03 This Agreement may be amended only by a written instrument executed by the Party or Parties to be bound thereby.

4.04 This Agreement shall be interpreted, construed and governed in accordance with the laws of the State of Texas and venue shall be in Galveston County.

4.05 This Agreement shall bind and inure to the benefit of Client and Consultant and their respective heirs, successors and permitted assigns.

4.06 If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

4.08 If a dispute regarding this agreement arises between the Parties then the Parties shall attempt in good faith to resolve such dispute between themselves. If they are unable to resolve the matter between themselves, then they agree to attend a mediation in good faith in an effort to resolve the dispute. The mediator will be mutually agreed upon or if no agreement can be reached, then each party should choose a mediator and those mediators will then choose a third mediator who shall act as mediator over the dispute. Each party shall bear their own cost for mediation. Each party will cooperate fully and fairly with the mediator. If, after 30 days after

the dispute is submitted to mediation, the dispute still exists, then either party may file suit in a court of competent jurisdiction in Galveston County, Texas. If a lawsuit is filed then the prevailing party to that lawsuit shall be entitled to be reimbursed its legal fees and taxable costs associated with the prosecution and/or defense on behalf of that party in the lawsuit.

4.09 Client shall protect, defend, hold harmless and indemnify consultant and its affiliates, officers, employees and owners from all losses, costs, claims, liens, causes of action and damages (including attorney's fees) of every kind in character, arising out of or in connection with, a breach of representations and warranties or the gross negligence of any action performed by client, its affiliates, officers, agents, invitees, guests, customers, employees, and donors pursuant to this agreement, including , but not limited to, death, personal injury, or property damage.

4.10 This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one agreement; in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart with each Party's signature and facsimile signature pages shall be effective for all purposes.

4.11 This Agreement contains the entire understanding of the Parties with regard to the subject matter contained herein.

4.11 For purposes of this Agreement, the "Effective Date" shall mean the later of the dates that this Agreement has been executed by Consultant and Client, as indicated on the signature page hereof.

Agreed:

CONSULTANT:

James Brockway

Date: _____

CLIENT:

Courtland Holman, Exe
Dickinson Economic Development Corporation

Date: _____

Dickinson Economic Development Corporation
Agenda Item Data Sheet
5.B

MEETING DATE: April 19, 2023

TOPIC:	Discussion and possible action to approve a contract with Aulds Media Now for five business and retention spotlights to promote local small business on I45Now.
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BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:	<ul style="list-style-type: none"> • Estimate_DEDC_001_from_Aulds_Media_NOW.pdf
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FUNDING ISSUES:

FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Ana Urps	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
NO		

Aulds Media NOW

2925 Gulf Freeway, Suite B- Box 292
League City, TX 77573 US
+1 4097390506
sales@i45now.com



Estimate

ADDRESS

Dickinson Economic
Development Corporation
218 FM 517 West
Dickinson, Tx 77539

SHIP TO

Dickinson Economic
Development Corporation
218 FM 517 West
Dickinson, Tx 77539

ESTIMATE # DEDC 001

DATE 03/09/2023

ACTIVITY	QTY	RATE	AMOUNT
Production:Dickinson Download Production 1-5 Production elements of Dickinson Download feature. On-site recording (up to 1 hour) and editing of feature pieces with one revision. Custom graphics and branding. For up to 5 features, pricing per piece.	5	650.00	3,250.00
Sponsorship:HOV Sponsorship * 9 posts over a 29-day period Bonus 5 posts because non-profit or taxing entity.... The 14 posts may be mixed among each produced piece in period. Cost per month	3	850.00	2,550.00

Jaree.... Sorry for the delay here is the proposal for 5 Dickinson Download Features with a pitch of a minimum of three-month campaign. That can be adjusted...

TOTAL

\$5,800.00

Accepted By

Accepted Date

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