



**Agenda**  
**Dickinson Economic Development Corporation**  
**4403 Highway 3**  
**Dickinson, TX 77539**  
**Monday, March 11, 2024 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. CONSENT AGENDA**

The following items are considered routine by the Dickinson Economic Development Corporation and will be enacted by one motion. There will not be a separate discussion on these items unless requested by a Board Member, in which event, the item will be removed from the consent agenda and discussed after the consent agenda.

**5.A** Consideration and possible action to approve the Minutes from DEDC Regular Meeting held on February 12, 2024.

**5.B** Consideration and possible action to approve the January 2024 Monthly Administrative Service Fee Transfer Request

**5.C** Consideration and possible action to approve the January 2024 DEDC Account Statement for Texas First Bank and TexPool

**5.D** Consideration and possible action to approve January 2024 DEDC's Financial and Investment Report.

**6. CONSIDERATION AND POSSIBLE ACTION**

**6.A** Construction Contract with Branch Construction for the Dickinson Picnic Grounds not to exceed \$2,200,000.

**6.B** Black Tie Event

6.C Approval of the lease agreement with the Little Italy Festival of Galveston County Organization

7. **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 :

7.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.

7.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 or transfer of real estate.

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

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

8.A Consideration and possible action regarding 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 meeting.

8.B Consideration and possible action regarding the acquisition or transfer of real estate property.

8.C Consideration and possible action regarding, Economic Development negotiation and opportunities.

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ A.M. / P.M. as well as the City's public internet webpage, [www.dickinsontexas.gov](http://www.dickinsontexas.gov) and was posted in accordance with the Texas Open Meetings Act, Chapter 551, Government Code.

*Thu Ramos*

Thu Ramos, Interim 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](mailto:aurps@dickinsontexas.gov).

**Dickinson Economic Development Corporation**  
**Agenda Item Data Sheet**  
**5.A**

**MEETING DATE:** March 11, 2024

<b>TOPIC:</b>	Consideration and possible action to approve the Minutes from DEDC Regular Meeting held on February 12, 2024.
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<b>BACKGROUND:</b>
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<b>RECOMMENDATION:</b>
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<b>ATTACHMENTS:</b>	• <a href="#">dedc feb12 minutes.pdf</a>
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<b>FUNDING ISSUES:</b>
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<b>FINANCE VERIFICATION OF FUNDING:</b>
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<b>SUBMITTING STAFF MEMBERS:</b> Fran Scgers	<b>CITY MANAGER APPROVAL:</b>
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<b>ACTIONS TAKEN</b>		
<b>APPROVAL</b>	<b>READINGS PASSED</b>	<b>OTHER</b>
<b>NO</b>		

**MINUTES**  
City of Dickinson  
**DICKINSON ECONOMIC DEVELOPMENT  
CORPORATION**

The Dickinson Economic Development Corporation met in a duly called and announced the Meeting on **Monday, February 12, 2024, at 6:30 PM.** 4403 Highway 3, Dickinson, TX 77539 for the purpose of considering the following numbered items:

**(ITEM 1.) CALL TO ORDER AND CERTIFICATION OF A QUORUM**

Board members present were as follows: Collin Coker, Jessie Brantley, Matt Sabatier, Walter Wilson, Clinton Williams

Board member absent were as follows: Sean Skipworth, Ezreal Garcia

**(ITEM 2.) INVOCATION**

Matt Sabatier gave the Invocation.

**(ITEM 3.) PLEDGE OF ALLEGIANCE**

Collin Coker led the Pledge Allegiance.

**(ITEM 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.

**NONE**

**(ITEM 5.) CONSENT AGENDA**

The following items are considered routine by the Dickinson Economic Development Corporation and will be enacted by one motion. There will not be a separate discussion on these items unless requested by a Board Member, in which event, the item will be removed from the consent agenda and discussed after the consent agenda.

- 5.A Consideration and possible action to approve the Minutes from DEDC Regular Meeting held on January 9, 2023
- 5.B Consideration and possible action to approve the January 2024 Monthly Administrative Service Fee Transfer Request
- 5.C Consideration and possible action to approve the December 2023 DEDC Account Statement for Texas First Bank and TexPool

5.D Consideration and possible action to approve December 2023 DEDC's Financial and Investment Report

**1<sup>st</sup> Motion- Walter Wilson**

**2<sup>nd</sup> Motion- Matt Sabatier**

**AYES (Coker, Brantley, Sabatier, Williams, Wilson)**

**MOTION PASS**

**(ITEMS 6.) CONSIDERATION AND POSSIBLE ACTION**

6.A Allowing the Galveston County Children's Festival to use Water Street Property

Christina Trevino spoke on using the Water Street Property for the 1st Annual Children's Festival. Galveston County being the spotlight with Dickinson being Home base. The One-day event will be held on May 18, 2024

**Jessie Brantley Motion** for conditional Approval based on Pending successful site evaluation by the city staff. Safety assessment and draft agreement prepared by the City Attorney. Move to authorize the City Manager-Executive Director of the DEDC to execute the draft agreement.

**Walter Wilson 2<sup>nd</sup> the Motion**

**4 AYES (Coker, Brantley, Wilson, Williams, Sabatier)**

**MOTION PASS**

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

The time is now **7:15 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:

7.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 close meetings.

7.B Texas Government Code Section 557.072- Deliberation regarding real estate property: purchase, exchange, lease, or value for real estate property, to wit: discuss possible acquisition or transfer of real estate.

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

**(ITEM 8.) ACTION ITEMS FROM EXECUTIVE (CLOSED) SESSION(S)**

8.A Consideration and possible action regarding Consultation with Attorney regarding pending litigation and matters in which the duty of the Dickinson Economic Development Corporation attorney requires to be discussed in close meetings.

8.B Consideration and possible action regarding the acquisition or transfer of real estate property.

8.C Consideration and possible action regarding- Economic Development negotiation and opportunities.

**(ITEM 9.) DIRECTOR'S COMMENTS**

NONE

**(ITEM 10.) BOARD MEMBER COMMENTS**

Wayne Dolcefino spoke on the city and how to make the City of Dickinson better.

**(ITEM 11.) FUTURE AGENDA ITEM**

Black Tie Event

**(ITEM 12.) ADJOURNMENT**

The time is now 9:10 p.m. Meeting adjourned.

**1<sup>ST</sup> Motion- Walter Wilson**

**2<sup>nd</sup> Motion- Jessie Brantley**

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Collin Coker, President

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Thu Ramos, Interim City Secretary

**Dickinson Economic Development Corporation**  
**Agenda Item Data Sheet**  
**5.B**

**MEETING DATE:** March 11, 2024

<b>TOPIC:</b>	Consideration and possible action to approve the January 2024 Monthly Administrative Service Fee Transfer Request
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<b>BACKGROUND:</b>	<p>On 6/16/22 a new Administrative Services Agreement (ASA) was executed with a beginning date of 6/1/22. The new ASA was approved by Council on 5/31/22 and the DEDC Board on 6/13/22. The new ASA is for a term of 40 months, 4 months of FY22 and the three following fiscal years. The ASA calls for monthly payments in the amount of \$22,916.67 to be paid each month for the preceding month. The total for Fiscal Year 2024 based on the 12 monthly payments equal \$275,000.</p> <p style="text-align: center;">The attachment to this item contains the request.</p>
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<b>RECOMMENDATION:</b>	Staff recommends approval of the January 2024 ASA Monthly Transfer Request.
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<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"> <li>• <a href="#">Feb24 ASA signed.pdf</a></li> </ul>
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<b>FUNDING ISSUES:</b>	
<b>FINANCE VERIFICATION OF FUNDING:</b>	

<b>SUBMITTING STAFF MEMBERS:</b> Sarah Clark	<b>CITY MANAGER APPROVAL:</b>
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ACTIONS TAKEN		
APPROVAL YES	READINGS PASSED	OTHER





**MONTHLY TRANSFER**

Date: 3/6/2024

RE: Feb ASA

**From: Dickinson Economic Development Corporation**

TRANSFER TO CITY OF DICKINSON GF	INTERLOCAL	Monthly BILLING	
40-8539-18-00 Administrative Services - Jan (Debit)	275,000.00	22,916.67	*
<b>SUBTOTAL: CITY OF DICKINSON GENERAL FUND</b>	<b>\$ 275,000.00</b>	<b>\$ 22,916.67</b>	

OFF SET ENTRIES		BILLING
40-1127-00-00 DEDC TX 1st Oper (Credit)		22,916.67
01-1130-00-00 Claim on Cash (Debit)	22,916.67	
01-7726-00-00 Transfer from DEDC (Credit)		22,916.67
99-1121-00-00 TX 1st Operating (Debit)	22,916.67	
99-1340-00-00 Claim on Cash DEDC (Credit)		22,916.67

<b>Total Interfund Transfers</b>	<b>\$ 68,750.00</b>	<b>\$ 68,750.00</b>
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Prepared by: Sarah Clark, Finance Director

Signature: Sarah Clark

Date: 3/6/2024

**Note: This request is for; Admin Services Fee month of February 2024.**

\* The Administrative Services Agreement (ASA) calls for monthly payment for the preceding month in the amount of \$22,916.67. The ASA was approved by City Council on 5/31/22, DEDC Board at the regular June DEDC Board meeting, and executed on 6/16/22. The new ASA begins on 6/1/22 and runs for 40 months, at an amount of \$22,916.67 a month, \$91,666.68 for June - September 2022, and \$275,000 for the following 3 fiscal years. This request is for February 2024.

**Dickinson Economic Development Corporation**  
**Agenda Item Data Sheet**  
**5.C**

**MEETING DATE:** March 11, 2024

<b>TOPIC:</b>	Consideration and possible action to approve the January 2024 DEDC Account Statement for Texas First Bank and TexPool
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<b>BACKGROUND:</b>
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<b>RECOMMENDATION:</b>	Staff recommends approval of the January 2024 DEDC's Account Statement for Texas First Bank and TexPool
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<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"> <li>• <a href="#">DEDC OPERATING (7418)-202401.pdf</a></li> <li>• <a href="#">TexPool Participant Statement 2401.pdf</a></li> </ul>
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<b>FUNDING ISSUES:</b>	Not applicable - no dollars are being spent or received.
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<b>FINANCE VERIFICATION OF FUNDING:</b>
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<b>SUBMITTING STAFF MEMBERS:</b> Sarah Clark	<b>CITY MANAGER APPROVAL:</b>
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ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
NO		

Helping Texans Build Texas

www.texasfirst.bank

3000 FM 1764 • La Marque, TX 77568-2452

Return Service Requested

1

**DICKINSON ECONOMIC DEVELOPMENT CORPORATION  
OPERATING ACCOUNT  
4403 HIGHWAY 3  
DICKINSON TX 77539-6840**

Page 1 of 3

Account Number: 10337418  
Date 01/31/24

EM

<b>AA -PUBLIC FUNDS NOW WITHDRAWN</b>	<b>DICKINSON ECONOMIC DEVELOPMENT</b>	<b>Acct 10337418</b>
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### Summary of Activity Since Your Last Statement

Beginning Balance	1/01/24	4,645,679.82	
Deposits / Misc Credits	3	366,219.31	
Withdrawals / Misc Debits	13	330,246.35	
** Ending Balance	1/31/24	4,681,652.78	**
Service Charge		.00	
Average Balance		4,710,891	
Enclosures		6	

	Total for this period	Total year-to-date
Total Overdraft Fees	\$ .00	\$ .00
Total Returned Item Fees	\$ .00	\$ .00

### Deposits and Other Credits

Date	Amount	Activity Description
1/03	163,852.12	Sales Tax Transfer Jul23 Recvd Sep7
1/10	183,284.00	Sales Tax Rcvd Oct23
1/10	19,083.19	Credit YTD Interest

### Debits and Other Withdrawals

Date	Amount	Activity Description
1/02	13,509.22	NOV 23 DEDC PAYROLL
1/08	19,003.50	ACH Payments Tracking ID:3706929
1/09	163,852.12	Duplicate Aug23 Sales Tax Transfer
1/10	17,885.98	Dec23 Payroll
1/10	80,869.33	FY24Q1
1/29	13.60	USR ElectricBill/0391D
1/30	16,903.05	000020450631 Dickinson Economic Dev ACH Payments Tracking ID:3733228

**DICKINSON ECONOMIC DEVELOPMENT  
CORPORATION  
OPERATING ACCOUNT  
4403 HIGHWAY 3  
DICKINSON TX 77539-6840****1**

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Account Number:

10337418

**Checks**

Date	Check No	Amount	Date	Check No	Amount	Date	Check No	Amount
1/03	4419	83.18	1/05	4422*	4,200.00	1/18	4425	9,694.00
1/08	4420	3,840.00	1/24	4424*	246.05	1/31	4428*	146.32

\* indicates a break in check number sequence

**Daily Balance Summary**

Date	Balance	Date	Balance	Date	Balance
1/02	4,632,170.60	1/09	4,605,043.92	1/29	4,698,702.15
1/03	4,795,939.54	1/10	4,708,655.80	1/30	4,681,799.10
1/05	4,791,739.54	1/18	4,698,961.80	1/31	4,681,652.78
1/08	4,768,896.04	1/24	4,698,715.75		

Account Number 10337418

Date 01/31/2024

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CITY OF DICKINSON  
1000 E. MAIN ST.  
DICKINSON, TX 75769

Check # 4419  
01/03/2024 \$83.18

PAY — Eighty Three Dollars and 18/100 Cents—

TO THE ORDER OF AT&T MOBILITY  
PO BOX 9400  
CAROL STREAM, IL 60198-0903

⑆004418⑆ ⑆113310256⑆ ⑆0337418⑆

01/03/2024 4419 \$83.18

CITY OF DICKINSON  
1000 E. MAIN ST.  
DICKINSON, TX 75769

Check # 4420  
01/08/2024 \$3,840.00

PAY — Three Thousand Eight Hundred Forty Dollars and 00/100 Cents—

TO THE ORDER OF O'SHEA & OLSON LP  
4605 SAN TEXAS, SUITE 620  
2727 J. L. LIND PARKWAY  
HOUSTON, TX 77069-3333

⑆004418⑆ ⑆113310256⑆ ⑆0337418⑆

01/08/2024 4420 \$3,840.00

CITY OF DICKINSON  
1000 E. MAIN ST.  
DICKINSON, TX 75769

Check # 4422  
01/05/2024 \$4,200.00

PAY — Four Thousand Two Hundred Dollars and 00/100 Cents—

TO THE ORDER OF RESPONDER, LLC  
2727 J. L. LIND PARKWAY  
HOUSTON, TX 77069-3333

⑆004418⑆ ⑆113310256⑆ ⑆0337418⑆

01/05/2024 4422 \$4,200.00

CITY OF DICKINSON  
1000 E. MAIN ST.  
DICKINSON, TX 75769

Check # 4424  
01/24/2024 \$246.05

PAY — Two Hundred Forty Six Dollars and 05/100 Cents—

TO THE ORDER OF CITIBANK  
PO BOX 7003  
PHOENIX, AZ 85062-0003

⑆004418⑆ ⑆113310256⑆ ⑆0337418⑆

01/24/2024 4424 \$246.05

CITY OF DICKINSON  
1000 E. MAIN ST.  
DICKINSON, TX 75769

Check # 4425  
01/18/2024 \$9,694.00

PAY — Nine Thousand Six Hundred Ninety Four Dollars and 00/100 Cents—

TO THE ORDER OF O'SHEA & OLSON LP  
4605 SAN TEXAS, SUITE 620  
2727 J. L. LIND PARKWAY  
HOUSTON, TX 77069-3333

⑆004418⑆ ⑆113310256⑆ ⑆0337418⑆

01/18/2024 4425 \$9,694.00

CITY OF DICKINSON  
1000 E. MAIN ST.  
DICKINSON, TX 75769

Check # 4428  
01/31/2024 \$146.32

PAY — One Hundred Forty Six Dollars and 32/100 Cents—

TO THE ORDER OF THE DALLAS NEWS  
PO BOX 1888  
TEXAS CITY, TX 77590

⑆004418⑆ ⑆113310256⑆ ⑆0337418⑆

01/31/2024 4428 \$146.32

TexPool Participant Services  
 1001 Texas Avenue, Suite 1150  
 Houston, TX 77002



# Participant Statement

DICKINSON EDC  
 PREFERRED MONEY MARKET FOR BUSINESS  
 ATTN HARRISON NICHOLSON  
 1621 FM 517 RD E STE A  
 DICKINSON TX 77539-8650

**Statement Period** 01/01/2024 - 01/31/2024

Page 1 of 2

**Customer Service** 1-866-TEX-POOL  
**Location ID** 000079382  
**Investor ID** 000020866

## TexPool Update

Based on participant feedback, effective December 1, 2023, TexPool now offers direct check purchases into TexPool and TexPool Prime. Please contact TexPool Participant Services to learn more.

## TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$131,836.91	\$0.00	\$0.00	\$598.50	\$132,435.41	\$131,856.22
<b>Total Dollar Value</b>	<b>\$131,836.91</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$598.50</b>	<b>\$132,435.41</b>	

## Portfolio Value

Pool Name	Pool/Account	Market Value (01/01/2024)	Share Price (01/31/2024)	Shares Owned (01/31/2024)	Market Value (01/31/2024)
Texas Local Government Investment Pool	449/7938200001	\$131,836.91	\$1.00	132,435.410	\$132,435.41
<b>Total Dollar Value</b>		<b>\$131,836.91</b>			<b>\$132,435.41</b>

## Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/7938200001	\$598.50	\$598.50
<b>Total</b>		<b>\$598.50</b>	<b>\$598.50</b>



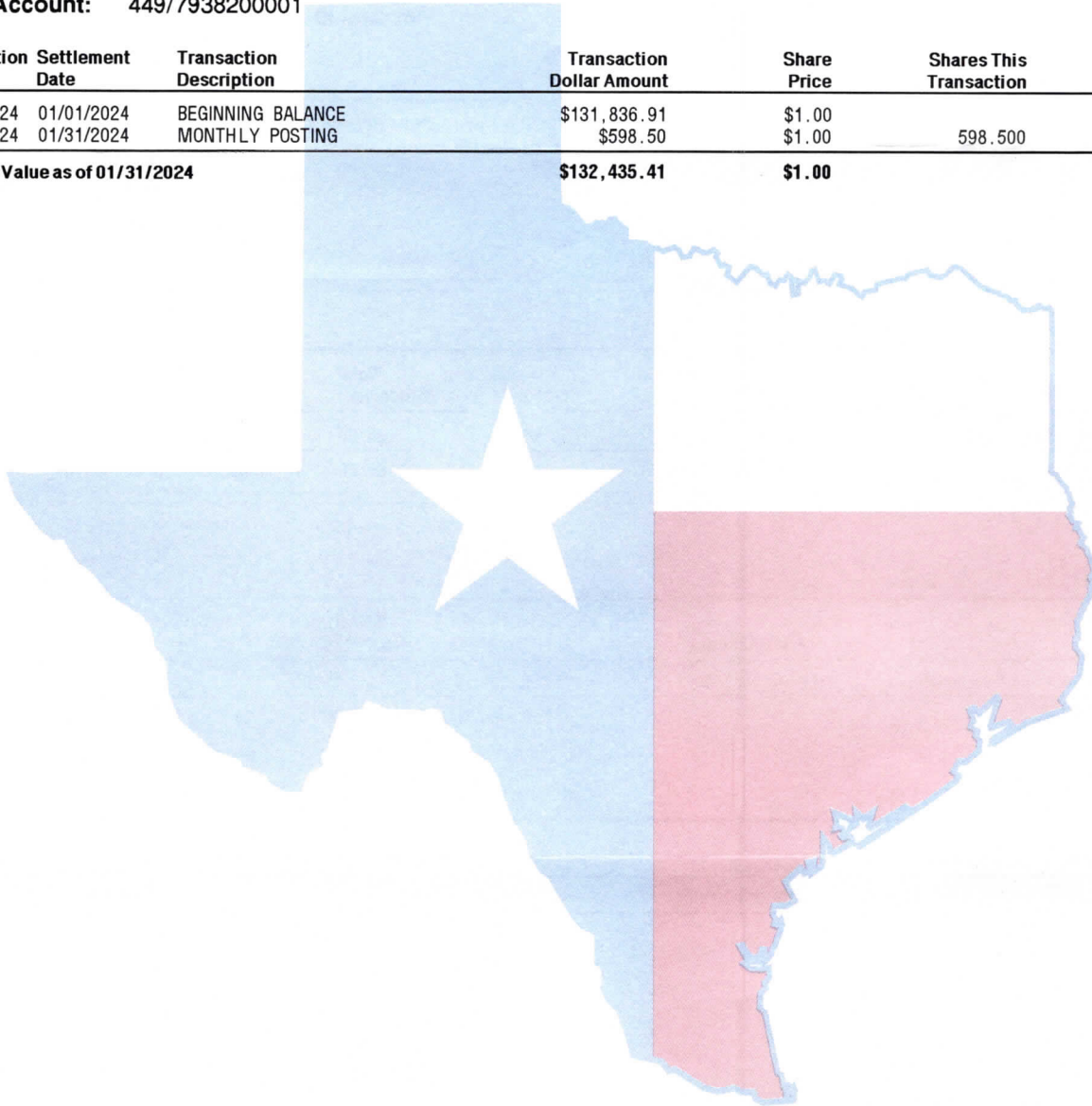
## Transaction Detail

### Texas Local Government Investment Pool

Participant: DICKINSON EDC

Pool/Account: 449/7938200001

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
01/01/2024	01/01/2024	BEGINNING BALANCE	\$131,836.91	\$1.00		131,836.910
01/31/2024	01/31/2024	MONTHLY POSTING	\$598.50	\$1.00	598.500	132,435.410
<b>Account Value as of 01/31/2024</b>			<b>\$132,435.41</b>	<b>\$1.00</b>		<b>132,435.410</b>



**Dickinson Economic Development Corporation**  
**Agenda Item Data Sheet**  
**5.D**

**MEETING DATE:** March 11, 2024

<b>TOPIC:</b>	Consideration and possible action to approve January 2024 DEDC's Financial and Investment Report.
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<b>BACKGROUND:</b>
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<b>RECOMMENDATION:</b>	Staff recommends approval of January 2024 DEDC's Financial and Investment Report.
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<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"> <li>• <a href="#">DEDC Financials FY24 2024-01.pdf</a></li> </ul>
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<b>FUNDING ISSUES:</b>	Not applicable - no dollars are being spent or received.
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<b>FINANCE VERIFICATION OF FUNDING:</b>
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<b>SUBMITTING STAFF MEMBERS:</b> Sarah Clark	<b>CITY MANAGER APPROVAL:</b>
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ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
NO		





**DICKINSON ECONOMIC DEVELOPMENT CORPORATION**

**FISCAL YEAR 2023-2024  
FINANCIAL REPORT**

**Month Ending:  
January 31, 2024**

		FY2024 ADOPTED		
Account	Description	BUDGET	Jan 24 Actual	YTD Actuals
<b>Revenue</b>				
40-7001-00-000	SALES TAX REVENUE	2,756,250.00	172,234.51	711,702.26
40-7603-00-000	MISCELLANEOUS INCOME	-	-	-
40-7604-00-000	FACILITY RENTAL INCOME	-	-	-
40-7621-00-000	INTEREST INCOME	315,000.00	19,083.19	84,745.86
<b>Revenue Total</b>		<b>3,071,250.00</b>	<b>191,317.70</b>	<b>796,448.12</b>
<b>Expenditures</b>				
<b>Capital Outlay</b>				
40-8527-22-000	LAND CONT SVS/CONT PAYMENTS	80,000.00	14,547.90	78,720.40
40-8612-22-000	COMPUTER EQUIP & SOFTWARE	2,500.00	-	0.00
40-8619-22-000	PROPERTY ACQUISITION	500,000	-	10,418
<b>Total Capital Outlay</b>		<b>582,500.00</b>	<b>14,547.90</b>	<b>89,138.47</b>
<b>Contractual Services</b>				
40-8427-18-000	DEMOLITION SERVICES	15,000.00	-	-
40-8501-18-000	FINANCE & AUDIT	4,000.00	1,000.00	1,000.00
40-8515-18-000	LEGAL	155,000.00	9,288.00	17,662.00
40-8526-18-000	PROFESSIONAL SERVICES	355,000.00	79,869.33	121,869.33
40-8527-18-000	CONTRACT SERVICES	70,000.00	3,683.08	3,683.08
40-8539-18-000	ADMINISTRATIVE SERVICES	275,000.00	22,916.67	91,666.68
<b>Total Contractual Services</b>		<b>874,000.00</b>	<b>116,757.08</b>	<b>235,881.09</b>
<b>Debt Service</b>				
40-8951-40-000	DEBT PAYMENT - INTEREST	234,000.00	-	-
40-8901-40-000	DEBT PAYMENT - PRINCIPAL	500,000.00	-	-
<b>Total Debt Service</b>		<b>734,000.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Project &amp; Programs</b>				
40-8445-41-00-04	PUBLIC IMPROVEMENT GRANTS	690,000.00		
40-8445-41-022	BUSINESS RETENTION & DEV PROGRAM	200,000.00	1,500	1,500
40-8524-41-000	SITE PREPARATION	250,000.00	-	-
<b>Total Project &amp; Programs</b>		<b>1,140,000.00</b>	<b>1,500.00</b>	<b>1,500.00</b>
<b>Administration</b>				
40-8548-00-000	REFUND SALES TAX TO COMPTROLLER	116,850.00	-	-
40-8210-01-000	OFFICE & POSTAGE SUPPLIES	4,500.00	301.27	574.13
40-8402-01-000	TRAVEL & TRAINING	61,500.00	0.00	0.00
40-8403-01-000	DUES/SUBSCRIPTIONS/BOOKS	6,400.00	15.99	15.90
40-8417-01-000	UTILITIES-GAS/ELECTICITY/WATER	11,100.00	126.72	507.59
40-8425-01-000	SPECIAL EVENTS	50,000	-	-
40-8434-01-000	MARKETING & ADVERTISING	200,000.00	-	16,670.00
40-8441-01-000	LOCAL MEETINGS DEDC BOARD	3,500	249.72	249.72

\*Unaudited

Account	Description	FY2024 ADOPTED		
		BUDGET	Jan 24 Actual	YTD Actuals
40-8442-01-000	BANK CHARGES	200.00	-	-
40-8708-01-000	PROPERTY INSURANCE-REAL/PERSO	10,000.00	-	-
40-8709-01-000	PUBLIC OFFICIAL INSURANCE	1,200.00	-	-
<b>Total Administration</b>		<b>465,250.00</b>	<b>693.70</b>	<b>18,017.34</b>
<b>Salary &amp; Benefits</b>				
40-8101-02-000	SALARY & WAGES	215,250.00	8,351.83	44,698.00
40-8102-02-000	OVERTIME	0.00	-	-
40-8104-02-000	PTE BASE SALARY	0.00	-	-
40-8105-02-000	CAR ALLOWANCE	4,800.00	400.00	1,600.00
40-8110-02-000	CELL PHONE ALLOWANCE	0.00	-	-
40-8114-02-000	LONGEVITY PAY	100.00	216.00	408.00
40-8150-02-000	FICA TAX	0.00	-	-
40-8151-02-000	PAYROLL TAX	3,200.00	135.72	653.65
40-8152-02-000	UNEMPLOYMENT TAX	550.00	8.97	8.97
40-8153-02-000	RETIREMENT (TMRS)	22,650.00	930.86	4,870.74
40-8155-02-000	EMPLOYEE GROUP INSURANCE	22,500.00	- 1,312.12	3,126.92
40-8156-02-000	WORKER'S COMP INSURANCE	750.00		637.00
<b>Total Salary &amp; Benefits</b>		<b>269,800.00</b>	<b>8,731.26</b>	<b>56,003.28</b>
<b>Total Expenditures</b>		<b>4,065,550.00</b>	<b>142,229.94</b>	<b>400,540.18</b>
<b>Total Revenue</b>		<b>3,071,250.00</b>	<b>191,317.70</b>	<b>796,448.12</b>
<b>Total Revenue less Total Expenditures</b>		<b>-994,300.00</b>	<b>49,087.76</b>	<b>395,907.94</b>
ESTIMATED BEGINNING FUND BALANCE		6,367,649.00		6,367,649.00
Note FY21-22 Actuals are not audited actuals				
ESTIMATED ENDING FUND BALANCE		5,373,349.00		6,763,556.94

\*Unaudited

**DICKINSON ECONOMIC DEVELOPMENT CORPORATION**  
**FISCAL YEAR 2023-2024**  
**Check Register**  
**January 31, 2024**

<b>Date</b>	<b>Vendor</b>	<b>Amount</b>	<b>Description</b>
1/4/2024	Prosource Technologies	\$ 14,003.50	Professional Services rendered through Dec 2, 2023
1/4/2024	TXP, Inc	\$ 5,000.00	Consulting fee for TIRZ#2-Downtown
1/10/2024	Citibank	\$ 246.05	Pcard Purchases
1/10/2024	Cyndi DePalermo	\$ 1,195.00	ADTV Marketing
1/10/2024	Olson & Olson	\$ 9,694.00	Dec23 Legal Fees
1/26/2024	Cirro Energy	\$ 13.60	Dec23 Electric
1/26/2024	Galveston County Tax Assessor	\$ 10,418.07	2023 Property Taxes
1/26/2024	Prosource Technologies	\$ 16,903.05	Professional Services through October 28, 2023
1/26/2024	The Daily News	\$ 146.32	Publishing updates to the Water Street Project
1/26/2024	WCID	\$ 27.72	DEDC Property Water Bill
		<hr/>	
		\$ 57,647.31	
		23,920.95	

**DICKINSON ECONOMIC DEVELOPMENT CORPORATION**  
**INVESTMENT REPORT PERIOD ENDING:**  
**January 31, 2024**

<u>Account</u>	<u>Interest Rate</u>	<u>Purchase Date</u>	<u>Due Date</u>	<u>Days to Maturity</u>	<u>Book Value</u>	<u>Market Value Change</u>	<u>Interest Paid Year to Date</u>
Texas First Bank - Operating	5.24%	NA	Demand	1	4,681,653	18,883	76,350
TexPool - Investment	5.3508%	NA	Demand	1	132,435	599	2,365
<b>Total (all cash &amp; investments)</b>					<b>4,814,088</b>	<b>19,482</b>	<b>78,715</b>

Weighted Average Rate (WAR) 5.243%

Weighted Average Maturity (WAM) 1.00 days

Investment schedules presented per the provisions of the Texas Code Chapter 2256 (Public Funds Investment Act) and the Corporation's Investment Policy.

\*Interest rate based on excess bank balance.



3/6/2024

Director of Finance

Date

**Dickinson Economic Development Corporation**  
**Agenda Item Data Sheet**  
**6.A**

**MEETING DATE:** March 11, 2024

<b>TOPIC:</b>	Construction Contract with Branch Construction for the Dickinson Picnic Grounds not to exceed \$2,200,000.
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<b>BACKGROUND:</b>
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<b>RECOMMENDATION:</b>
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<b>ATTACHMENTS:</b>	• <a href="#">Dickinson Picnic Grounds Construction Contract.pdf</a>
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<b>FUNDING ISSUES:</b>
------------------------

<b>FINANCE VERIFICATION OF FUNDING:</b>
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<b>SUBMITTING STAFF MEMBERS:</b> Fran Scgers	<b>CITY MANAGER APPROVAL:</b>
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<b>ACTIONS TAKEN</b>		
<b>APPROVAL</b>	<b>READINGS PASSED</b>	<b>OTHER</b>
<b>NO</b>		

# CONTRACT FOR CONSTRUCTION MANAGER AT-RISK PROJECT DELIVERY

**PROJECT:** Dickinson Downtown Picnic Grounds

## CONSTRUCTION

**MANAGER AT-RISK:** Branch Construction Group LLC ("CMAR")  
Joe Gordin III, Chief of Commercial Operations  
1621 FM 517 Road E., Suite D  
Dickinson, Texas 77539

## ARCHITECT

**& ENGINEER:** Lynn Engineering ("A/E")  
Brian M. Kramer PE – Project Manager  
2200 Ave. A  
Bay City, Texas 77414

## DEDC'S DESIGNATED

**REPRESENTATIVE:** Matt Maggiolino  
4403 State Highway 3  
Dickinson, Texas 77539

**THIS CONTRACT FOR CONSTRUCTION MANAGEMENT AT-RISK PROJECT DELIVERY** ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between the **Dickinson Economic Development Corporation** (herein "DEDC"), an economic development corporation organized pursuant to Section 4B of the Development Corporation Act of 1979, as amended, and CMAR.

## RECITALS

**WHEREAS**, DEDC desires to retain CMAR for the construction of the Dickinson Downtown Picnic Grounds (hereinafter called the "Project"); and

**WHEREAS**, DEDC desires CMAR who will render, diligently and competently in accordance with the highest standards used in the profession, all CMAR services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project;

**NOW, THEREFORE**, DEDC and CMAR, in consideration of the mutual undertakings herein contained, do mutually agree as follows:

## ARTICLE 1 GENERAL PROVISIONS

### 1.1 Contract Documents.

The Contract Documents consist of this Contract, Supplementary or other Conditions, if any,

the Drawings, Specifications, Addenda issued prior to or after the Effective Date of this Contract, other documents listed in this Contract, and Modifications issued after the execution of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract. Upon DEDC's acceptance of CMAR's Guaranteed Maximum Price ("GMP") proposal, the Contract Documents will also include the documents described in **Paragraph 2.2.3** and revisions prepared by A/E and furnished by DEDC as described in **Section 2.2**. This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, CMAR shall immediately notify DEDC and seek clarification from DEDC.

### **1.2 Relationship of the Parties.**

CMAR accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and DEDC and exercise CMAR's skill and judgment in furthering the interests of DEDC; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with DEDC's interests.

### **1.3 General Conditions.**

#### **1.3.1**

The term "Contractor" as used herein shall mean CMAR.

#### **1.3.2**

The term "Owner" as used herein shall mean DEDC.

#### **1.3.3**

The term "Architect" as used herein shall mean A/E.

#### **1.3.4**

The "Project" is further described in the attached Exhibit A.

## **ARTICLE 2 CMAR'S RESPONSIBILITIES**

CMAR's Preconstruction Phase responsibilities are set forth in **Sections 2.1 through 2.2**. CMAR's Construction Phase responsibilities are set forth in **Section 2.3**. DEDC and CMAR may agree, in consultation with A/E, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. CMAR shall designate a representative authorized to act on behalf of CMAR with respect to the Project.

### **2.1 Preconstruction Phase.**



### **2.1.1 CMAR.**

CMAR shall provide a preliminary evaluation of DEDC's project objectives, design criteria, schedule, and construction budget requirements, each in terms of the other.

### **2.1.2 Consultation.**

CMAR shall schedule and conduct meetings with A/E and DEDC to discuss such matters as procedures, progress, coordination, and scheduling of the Work. Frequent meetings are anticipated prior to DEDC's acceptance of the GMP and during the completion of the Contract Documents. CMAR shall advise A/E and DEDC on proposed site use and improvements, selection of materials, and building systems and equipment. CMAR shall also provide recommendations in writing consistent with the Project requirements to A/E and DEDC on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

### **2.1.3 Preliminary Project Schedule.**

- .1** The Parties have agreed on January 22, 2025 as the desired Substantial Completion Date for the Project. When Project requirements described in **Paragraph 3.1.1** have been sufficiently identified, CMAR shall prepare, and periodically update, a preliminary Project schedule incorporating this desired date for review and approval by A/E and DEDC. CMAR shall coordinate and integrate the preliminary Project schedule with the services and activities of DEDC, A/E, and CMAR. As the design proceeds, the preliminary Project schedule shall be updated by CMAR to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a GMP proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, DEDC's occupancy requirements, showing portions of the Project having occupancy priority, and the proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, CMAR shall make recommendations to A/E and DEDC in writing.
- .2** CMAR shall, at DEDC's request, attend public meetings and hearings concerning the development and schedule of the Project.
- .3** When Project requirements described in **Paragraph 3.1.3** have been sufficiently identified, CMAR shall prepare, and periodically update, a Project schedule and review with both AE's and DEDC. for A/E's review and DEDC'. CMAR shall obtain A/E's acceptance for the portion of the Project schedule relating to the performance of A/E's services. The Project schedule shall coordinate and integrate CMAR's services with A/E's services. The updated Project schedule shall include the following: submission of the GMP proposal; components of the Work; times of

commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of DEDC.

#### **2.1.4 Phased Construction.**

CMAR shall provide recommendations in writing with regard to accelerated or fast-track scheduling, procurement, or phased construction. CMAR shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

#### **2.1.5 Preliminary Cost Estimates.**

- .1 Based on the preliminary design and other design criteria prepared by A/E, CMAR shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for A/E's review and DEDC's approval. If A/E or CMAR suggest alternative materials and systems, CMAR shall provide cost evaluations of those alternative materials and systems in writing.
- .2 As the Drawings, Specifications, and other Contract Documents are developed, CMAR shall prepare and update, at appropriate intervals agreed to by DEDC, CMAR and A/E, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design. Such estimates shall be reviewed with both A/E's and DEDC

#### **2.1.6 Procurement Schedule.**

CMAR shall prepare, for A/E's and DEDC's review, a procurement schedule for items that must be ordered well in advance of construction. CMAR shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction as required to meet the Project schedule. If DEDC agrees to procure any items prior to the establishment of the GMP, DEDC shall procure the items on terms and conditions acceptable to CMAR. Upon the establishment of the GMP, DEDC shall assign all contracts for these items, if any, to CMAR and CMAR shall thereafter accept responsibility for them.

#### **2.1.7 CMAR's Responsibility.**

CMAR shall exercise reasonable care in preparing schedules and estimates. CMAR, however, does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. CMAR shall ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, and shall promptly report to DEDC any questions or suspected nonconformity discovered by CMAR as a request for information in such form as DEDC or A/E may require.

#### **2.1.8 Notices and Compliance with Laws.**

CMAR shall comply with applicable laws, statutes, ordinances, codes, rules and

regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

### **2.1.9 Preconstruction Phase Compensation.**

CMAR shall be paid for preconstruction services, as described in **Article 4**, prior to moving to GMP.

## **2.2 Guaranteed Maximum Price Proposal and Contract Time.**

### **2.2.1**

At a time to be mutually agreed upon by DEDC and CMAR and in consultation with A/E, CMAR shall prepare a GMP proposal for DEDC's review and acceptance. The GMP in the proposal shall be the sum of CMAR's estimate of the Cost of the Work, CMAR's Fee, and Owner's Contingency. The Parties agree that the target GMP shall not exceed two million two hundred thousand dollars (\$2,200,000).

### **2.2.2**

To the extent that the Drawings and Specifications are anticipated to require further development by A/E, CMAR shall provide in the GMP for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

### **2.2.3**

CMAR shall include with the GMP proposal a written statement of its basis, which shall include the following:

- .1** A list of the Renderings including all Addenda thereto, and the conditions of this Contract;
- .2** A list of the clarifications and assumptions made by CMAR in the preparation of the GMP proposal, including assumptions under **Paragraph 2.2.2**, to supplement the information provided by DEDC and contained in the Drawings and Specifications;
- .3** A statement of the proposed GMP, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, and CMAR's Fee;
- .4** The anticipated date of Substantial Completion upon which the proposed GMP is based.

#### **2.2.4**

In preparing the GMP proposal, CMAR shall include an Owner's Contingency to cover costs considered to be reimbursable as Cost of Work but not included in Change Orders.

#### **2.2.5**

CMAR shall meet with A/E and DEDC to review the GMP proposal. In the event that DEDC discovers any inconsistencies or inaccuracies in the information presented, DEDC shall promptly notify CMAR and A/E, who shall make appropriate adjustments to the GMP proposal, its basis, or both.

#### **2.2.6**

If DEDC notifies CMAR that DEDC has accepted the GMP proposal in writing before the date specified in the GMP proposal, the GMP proposal shall be deemed effective without further acceptance from CMAR. Following acceptance of a GMP, DEDC and CMAR shall execute the GMP Proposal amending this Contract. The GMP Proposal shall set forth the agreed upon GMP with the information and assumptions upon which it is based.

#### **2.2.7**

Due to the compressed nature of this project, CMAR has incurred costs related to Engineering and Design, Project Management, Signage, Fencing, Surveying, Mobilization, and other expenses related to compressing the schedule. CMAR will invoice for these expenses shortly after the finalization of contract.

### **2.3 Construction Phase.**

#### **2.3.1 General.**

- .1** Following DEDC's acceptance of CMAR's GMP proposal, the Construction Phase shall commence upon DEDC's issuance of a Notice to Proceed for the Construction Phase.
- .2** CMAR shall fully execute the Work described in the Contract Documents and reasonably inferable to provide the results intended by the Contract Documents except to the extent specifically indicated in the Contract Documents to be the responsibility of others. CMAR shall render, diligently and competently in accordance with the highest standards used in the profession, all of CMAR's services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project.
- .3** CMAR shall furnish only skilled and properly trained staff for the performance of the Work. Key members of CMAR's staff shall not be changed without the written

consent of DEDC, unless such person becomes unable to perform any required duties due to death, disability, or termination of employment with CMAR. During the performance of the Work, CMAR shall keep a competent superintendent at the Project site while active construction is underway, fully authorized to act on behalf of CMAR, unless such requirement is expressly waived by DEDC. Similarly, CMAR shall keep a competent Project Manager on-call and readily available to assist while active construction is underway, fully authorized to act on behalf of CMAR, unless such requirement is expressly waived by DEDC.

### **2.3.2. Administration.**

- .1** Those portions of the Work that CMAR does not customarily perform with CMAR's own personnel shall be performed under subcontracts or by other appropriate contracts with CMAR in accordance with the Contract Documents. CMAR shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work.
- .2** Subcontracts or other contracts shall conform to the applicable payment provisions of this Contract and the laws of the State of Texas.
- .3** CMAR shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. CMAR shall prepare and promptly distribute minutes to A/E and DEDC.
- .4** Upon the execution of the GMP Proposal, CMAR shall prepare and submit to A/E and DEDC a construction schedule for the Work and submittal schedule in accordance with the Contract Documents.
- .5** CMAR shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by DEDC, CMAR shall submit written progress reports to A/E and DEDC, showing percentages of completion and other information requested or required by DEDC. CMAR shall also keep, and make available to A/E and DEDC, a daily log containing a record for each day, number of workers on site, problems that might affect progress of the work, accidents, injuries, and other information.

## **ARTICLE 3 DEDC'S RESPONSIBILITIES**

### **3.1 Information and Services Required of DEDC.**

#### **3.1.1**

DEDC shall provide information with reasonable promptness, regarding requirements for and limitations on the Project

### **3.1.2**

DEDC shall establish and periodically update DEDC's budget for the Project, including (1) the budget for the Cost of the Work, (2) DEDC's other costs, and (3) reasonable contingencies related to all of these costs. If DEDC significantly increases or decreases DEDC's budget for the Cost of the Work, DEDC shall notify CMAR and A/E.

### **3.1.3**

If necessary, DEDC will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys, or other special consultants to develop such additional information as may be necessary for the design or construction of the Project. DEDC shall arrange and pay for materials, structural, mechanical, chemical, and other laboratory tests as required by the Contract Documents.

### **3.1.4**

During the Construction Phase, DEDC shall furnish information or services required of DEDC by the Contract Documents with reasonable promptness. DEDC shall also furnish any other information or services under DEDC's control and relevant to CMAR's performance of the Work with reasonable promptness after receiving CMAR's written request for such information or services.

## **3.2 DEDC's Designated Representative.**

DEDC shall identify a representative authorized to act on behalf of DEDC with respect to the Project. DEDC's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of CMAR. The term "Owner" means DEDC or DEDC's Designated Representative.

### **3.2.1 Legal Requirements.**

DEDC shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet DEDC's needs and interests.

## **3.3 A/E.**

CMAR shall select the A/E to provide services, duties and responsibilities as described in this Contract, the cost of which shall be borne by DEDC.

## **ARTICLE 4**

### **COMPENSATION FOR PRECONSTRUCTION/CONSTRUCTION PHASE SERVICES**

## **4.1 Compensation.**

### **4.1.1**

CMAR shall provide for DEDC's approval prior to the end of each month a detailed pay app which will reflect the progressive completed work for that month. Payment terms on Tasks 1-10 shall be Net 30 days. Preconstruction cost will be due upon receipt.

Preconstruction Cost – Payable upon signed contract. – Renderings, Signage, Engineering, Mobilization

Task 1 – Engineering/Mobilization, Temp. Fencing, Mobil Office/Storage, Erosion Control

Task 2 – Basement Sonar (Assumption), Site Work, Tree Demolition

Task 3 – Underground Drainage, Underground Electrical, Underground Site Utilities

Task 4 – Form/Pre-Concrete, Concrete Slabs, Concrete Paths, Asphalt Paving

Task 5 – Event Building, Concessions Building

Task 6 – Stage, Shade Structures, Landscape Lighting

Task 7 – Infield- Geogrid, Pathways, Aggregate

Task 8 – Focal Point, Yard Activity Equipment, Permanent Fencing

Task 9 – Gazebo, Playground, Landscape Trees, Landscape Other

Task 10 – Yard Game Installations, Parking Lot Striping, Sod, Cleanup, Demobilization

The estimated completion will be during Q4 of 2024.

#### **4.1.2**

DEDC shall make payments in the manner and within the time provided in the Contract Documents and in accordance with applicable law.

### **4.2 Changes in the Work.**

#### **4.2.1**

DEDC may, without invalidating this Contract, order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions. DEDC shall issue such changes in writing. CMAR shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

## **ARTICLE 5 - OMITTED**

## **ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE**

### **6.1 Costs to be Reimbursed.**

The term Cost of the Work shall mean costs necessarily incurred by CMAR in the proper performance of the Work. Such costs shall be at rates not higher than the lower of the standard paid at the place of the Project or rates available via a statewide purchasing cooperative, except with prior consent of DEDC. The Cost of the Work shall include only the items set forth in Sections 6.2 through 6.4.

## **6.2 Labor and Subcontract Costs.**

### **6.2.1**

Wages of construction workers directly employed by the CMAR to perform the construction of the Work at the site.

### **6.2.2**

Amounts properly billed by Subcontractors for Work which has been approved by CMAR and which otherwise satisfies all requirements of the subcontracts and the Contract Documents. Except for preservation of CMAR's right to make receipt of payment from DEDC a condition precedent to CMAR's obligation to pay subcontractors, vendors, and other contractees of CMAR, subcontractors, and other contracts otherwise shall conform to all applicable payment provisions of Texas law and this Agreement, and shall not be awarded on the basis of cost plus fee without DEDC's written consent.

## **6.3 Costs of Materials and Equipment Incorporated in the Completed Construction.**

### **6.3.1**

Costs of transportation, onsite storage, installation, maintenance, dismantling and removal of materials, supplies, machinery, and equipment incorporated or to be incorporated in the completed construction.

## **6.4 Other Costs and Emergencies.**

### **6.4.1**

Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by DEDC.

### **6.4.2**

Costs incurred in taking action to prevent threatened damage, injury, or loss in case of an emergency affecting the safety of persons and property.

## **6.5 Costs not to be Reimbursed.**

The Cost of the Work shall not include the items listed below:

### **6.5.1**

Overhead and general expenses, except as may be expressly included in Sections 6.1 through 6.4;



### **6.5.2**

CMAR's capital expenses, including interest on CMAR's capital employed for the Work;

### **6.5.3**

Costs due to the negligence or failure of CMAR, Subcontractors and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of this Contract;

### **6.5.4**

Any cost not specifically and expressly described in **Sections 6.1 through 6.3**;

### **6.5.5**

Costs, other than costs included in Change Orders approved by DEDC, that would cause the GMP to be exceeded;

## **6.6 Accounting Records.**

CMAR shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. Costs shall be maintained through the monthly payment app which will be reviewed and approved by the DEDC. CMAR shall preserve these records for a period of **three (3) years** after final payment, or for such longer period as may be required by law.

## **ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**

### **7.1 Progress Payments**

#### **7.1.1**

Based upon Applications for Payment submitted by CMAR, DEDC shall make progress payments on account of the Contract Sum to CMAR as provided below and elsewhere in the Contract Documents

#### **7.1.2**

The period covered by each Application for Payment shall be **one (1) calendar month** ending on the last day of the month.

#### **7.1.3**

Payment to CMAR will be made within **thirty (30) days** of the day on which DEDC receives a correct pay app for services, unless:

- .1** There is a bona fide dispute between DEDC and CMAR concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- .2** There is a bona fide dispute between CMAR and a subcontractor/ subconsultant

or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

- .3 The invoice is not submitted to DEDC in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

DEDC shall document to CMAR the issues related to disputed invoices within **ten (10) days** of receipt of such invoice.

#### **7.1.4**

With each Application for Payment, CMAR shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by DEDC to demonstrate that cash disbursements already made by CMAR on account of the Cost of the Work equal or exceed progress payments already received by CMAR, less that portion of those payments attributable to CMAR's Fee, plus payrolls for the period covered by the present Application for Payment. In addition to other required items, if requested by DEDC, each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to DEDC and in compliance with applicable statutes of the State of Texas:

- .1 With each Application for Payment: a current Sworn Statement from CMAR setting forth all Subcontractors and all material suppliers with whom CMAR has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to CMAR from such progress payment as required by **Texas Property Code, §53.085 (Bills-Paid Affidavit)**; DEDC to supply the template for the Waiver and Release requirements.
- .2 With each Application for Payment: a duly executed **Conditional Waiver and Release on Progress Payment** from CMAR and Subcontractors establishing receipt of payment or satisfaction of the payment requested by CMAR in the current Application for Payment as required by **Texas Property Code, §53.284**. DEDC to supply the template for the Waiver and Release requirements.
- .3 Commencing with the second Application for Payment submitted by CMAR, a duly executed **Unconditional Waiver and Release on Progress Payment** from CMAR and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars (\$5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by CMAR of the current Application for Payment;
- .4 With the Final Application for Payment: CMAR shall submit a **Conditional**

**Waiver and Release on Final Payment** as required by **Texas Property Code, §53.284**. Upon receipt of final payment, CMAR shall submit an **Unconditional Waiver and Release on Final Payment** as required by **Texas Property Code, §53.284**. DEDC to supply the template for the Waiver and Release requirements.

- .5 Such other information, documentation, and materials as DEDC, or the title insurer may require in order to ensure that DEDC's property is free of lien claims. Such other documents may include, without limitation, original copies of lien releases suitable for filing with the Galveston County Clerk.

#### **7.1.5**

Each Application for Payment shall be based on the most recent schedule of values submitted by CMAR in accordance with the Contract Documents. The schedule of values shall allocate the entire GMP among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as DEDC may require. This schedule, unless objected to by DEDC, shall be used as a basis for reviewing CMAR's Applications for Payment.

#### **7.1.6**

Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which CMAR has actually completed.

#### **7.1.7**

Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the schedule of values;
- .2 Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by DEDC, suitably stored off the site at a location agreed upon in writing;
- .3 Add CMAR's Fee, less retainage of **five percent (5%)**. CMAR's Fee shall be computed upon the Cost of the Work at the rate stated in **Section 5.1** or, if CMAR's Fee is stated as a fixed sum in **that Section**, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of **five percent (5%)** from the pay app that shall be submitted

monthly that portion of the Work that CMAR self-performs;

- .5 Subtract the aggregate of previous payments made by DEDC;
- .6 Subtract the shortfall, if any, indicated by CMAR in the documentation required by **Paragraph 7.1.4** to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by DEDC in such documentation; and
- .7 Subtract amounts, if any, for which DEDC has rejected an Application for Payment.

#### **7.1.8**

Except with DEDC's prior approval, CMAR shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

#### **7.1.9**

In taking action on CMAR's Applications for Payment, DEDC shall be entitled to rely on the accuracy and completeness of the information furnished by CMAR. Review or approval of CMAR's Applications for Payment by DEDC shall not constitute a representation that DEDC has made a detailed examination, audit or arithmetic verification of the documentation submitted by CMAR; made exhaustive or continuous inspections of the Work; or whether CMAR has properly paid its Subcontractors, suppliers, laborers, equipment providers or others how provided labor or materials to the Project.

### **7.2 Final Payment.**

#### **7.2.1**

Final payment shall be made by DEDC to CMAR when

- .1 CMAR has fully performed this Contract except for CMAR's responsibility to correct Work and to satisfy other requirements, if any, which extend beyond final payment;
- .2 CMAR has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 DEDC has approved the final Application for Payment.

#### **7.2.2**

DEDC's final payment to CMAR shall be made no later than **thirty (30) business days** after approval of the final Application for Payment, or as otherwise provided in the Contract Documents or by applicable law.

## **ARTICLE 8 INSURANCE AND BONDS**

For all phases of the Project, CMAR and DEDC shall purchase and maintain insurance, and bonds as set forth below, in the Contract Documents, or as required by law.

### **8.1**

Within seven (7) days of acceptance by DEDC of the GMP Proposal, CMAR shall provide performance and payment bonds on forms acceptable to DEDC. The penal sum of the payment and performance bonds shall be equal to the GMP.

### **8.2**

Prior to final payment, CMAR shall provide DEDC with a Warranty Bond in the sum of **ten percent (10%)** of the GMP for **twelve (12) months** from Substantial Completion of the Work. The form of bond shall be approved by DEDC.

### **8.3**

CMAR shall not commence Work under this Contract until it has obtained all required insurance and until evidence of the required insurance has been reviewed and approved by DEDC. DEDC's review of the insurance shall not relieve nor decrease the liability of CMAR. Prior to commencing any Work under this Contract, CMAR shall provide evidence of the following insurance coverages:

#### **8.3.1 Preconstruction Phase:**

Employer's Liability, Workers' Compensation, Comprehensive General Liability and Comprehensive Automobile Liability in the amounts as specified or required by DEDC;

#### **8.3.2**

CMAR shall verify required insurance requirements for subcontractors.

### **8.4**

CMAR shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of this Contract or as required in this Contract. If CMAR fails to obtain, maintain, or renew any insurance required by this Contract, DEDC may obtain insurance coverage directly and deduct the cost of that insurance from payments to CMAR.

### **8.5**

DEDC reserves the right to review the insurance requirements of CMAR set forth in this **Article 8** during the effective period of this Contract and to make reasonable adjustments to the insurance coverages and their limits when deemed necessary and prudent by DEDC based upon changes in statutory law, court decisions, or the claims history of the industry as well as CMAR.

### **8.6**

DEDC shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by CMAR failing to purchase and maintain the insurance required by this Contract Documents shall be paid by CMAR.

**8.7**

The cost of premiums for any additional insurance coverage desired by CMAR in excess of that required by this Contract or the Contract Documents shall be borne solely by CMAR out of its fees and not included in the GMP Proposal as a Direct Construction Cost.

**ARTICLE 9  
PROJECT TEAM**

DEDC's Designated Representative for purposes of this Contract is as follows:

**Matt Maggiolino  
4403 State Highway 3  
Dickinson, Texas 77539**

DEDC shall have the right, from time to time, to change the DEDC's Designated Representative by giving CMAR written notice thereof. With respect to any action, decision, or determination which is to be taken or made by DEDC under this Contract, the DEDC's Designated Representative may take such action or make such decision or determination or shall notify CMAR in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by DEDC's Designated Representative on behalf of DEDC shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by DEDC's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by DEDC's Designated Representative shall be binding on DEDC; *provided, however*, DEDC's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. DEDC's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson DEDC Commissioners Court.

CMAR's Designated Representative for purposes of this Contract is as follows:

**Branch Construction Group LLC  
J.W. Gordin III – Chief of Field Operations  
1621 FM 517 Road E., Suite D  
Dickinson, Texas 77539**

CMAR shall have the right, from time to time, to change CMAR's Designated Representative by

giving DEDC written notice thereof. With respect to any action, decision, or determination which is to be taken or made by CMAR under this Contract, CMAR's Designated Representative may take such action or make such decision or determination, or shall notify DEDC in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by CMAR's Designated Representative on behalf of CMAR shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by CMAR's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by CMAR's Designated Representative shall be binding on CMAR. CMAR's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of CMAR.

CMAR's designated project execution and leadership team is as follows:

**Project Manager: J.W. Gordin III**

**Project Superintendent: Bryan Dudley**

## **ARTICLE 10 NOTICE**

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to DEDC or CMAR at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Contract, all notices shall be delivered to the following addresses:

**DEDC:** Dickinson Economic Development Corporation  
1621 FM 517 Road East, Suite A  
Dickinson, Texas 77539  
ATTN: President, Board of Directors

With copy to: Office of the City Attorney  
4403 State Highway 3  
Dickinson, Texas 77539

**CMAR:** Branch Construction Group LLC  
1621 FM 517 Road E., Suite D  
Dickinson, Texas 77539

Attention: **Joe. Gordin III**  
**Chief of Field Operations**

Either party may designate a different address by giving the other party **ten (10) days** written notice.

## **ARTICLE 11 TERMINATION OR SUSPENSION**

### **11.1 Termination Prior to Establishing Guaranteed Maximum Price.**

#### **11.1.1**

Prior to the execution of the GMP Proposal, DEDC may terminate this Contract upon not less than **seven (7) calendar days** written notice to CMAR for DEDC's convenience and without cause.

#### **11.1.2**

In the event of termination of this Contract pursuant to **Paragraph 11.1.1**, CMAR shall be equitably compensated for Preconstruction Phase services based on the services actually performed in relation to the payment schedule set forth in **Section 4.1.1**. In no event shall CMAR's compensation under this **Article 11** exceed the compensation set forth in **Section 4.1**.

### **11.2 Termination Subsequent to Establishing Guaranteed Maximum Price.**

#### **11.2.1**

If DEDC terminates this Contract after execution of the Guaranteed Price Amendment, the amount payable to CMAR shall be for **all completed work and related expenses as well as all materials which have been ordered**.

## **ARTICLE 12 MISCELLANEOUS PROVISIONS**

### **12.1 Governing Law.**

This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Galveston County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which DEDC is a party.

### **12.2 Assignment.**

DEDC and CMAR, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. CMAR shall not assign this Contract without the written consent



of DEDC. If CMAR attempts to make an assignment without DEDC's consent, CMAR shall nevertheless remain legally responsible for all obligations under this Contract.

### **12.3 Other Provisions.**

#### **12.3.1**

CMAR represents and warrants the following to DEDC (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to DEDC to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

- .1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- .2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
- .3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;
- .4 that its execution of this Contract and its performance thereof is within its duly authorized powers;
- .5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and
- .6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

#### **12.3.2 Liquidated Damages.**

CMAR acknowledges and recognizes that DEDC is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that DEDC has entered into, or will enter into, binding agreements upon CMAR's achieving Substantial Completion of the Work within the Contract Time. CMAR further acknowledges and agrees that if CMAR fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, DEDC will sustain extensive damages and serious loss as a result of such failure. In the cases of

missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, CMAR shall be responsible for the exact amount of damages sustained by DEDC. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, DEDC and CMAR agree as set forth below:

- .1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Two hundred Dollarwo Dollars (\$200) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which CMAR has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.
- .2 DEDC may deduct liquidated damages described herein from any unpaid amounts then or thereafter due CMAR under this Contract. Any liquidated damages not so deducted from any unpaid amounts due CMAR shall be payable by CMAR to DEDC at the demand of DEDC, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1<sup>st</sup>) business day** after such amounts are demanded.
- .3 Notwithstanding anything to the contrary in this Contract, if DEDC is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, DEDC shall be entitled to recover from CMAR all of DEDC's actual damages in connection with the failure by CMAR to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.
- .4 DEDC may by a majority vote of its board of directors waive all or part of any liquidated damages that may accrue under this section 12.3.2.

## **ARTICLE 13**

### **SCOPE OF CONTRACT AND CONTRACT DOCUMENTS**

#### **13.1**

This Contract represents the entire and integrated agreement between DEDC and CMAR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both DEDC and CMAR.

#### **13.2**

The following documents comprise the Contract Documents:

1. This Contract between DEDC and CMAR;

- 2. Exhibit A -- Project Scope
- 3. Exhibit B -- Guaranteed Maximum Price Proposal, if executed by DEDC

**13.3**

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

- 1. Contract between DEDC and CMAR;
- 2. Guaranteed Maximum Price Proposal, if executed by DEDC;
- 3. Special Conditions or Supplementary Conditions (if any); and
- 4. all Addenda issued prior to the Effective Date of the Contract between DEDC and CMAR.

**ARTICLE 14  
SIGNATORY WARRANTY**

The undersigned signatory for CMAR hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of CMAR. The above-stated representations and warranties are made for the purpose of inducing DEDC to enter into this Contract.

**IN WITNESS WHEREOF**, DEDC has caused this Contract to be signed in its name by its duly agent, thereby binding the parties hereto, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF DEDC HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE, OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY DEDC'S BOARD OF DIRECTORS.

**CMAR:**  
Branch Construction Group LLC

**DEDC:**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## EXHIBIT A

### PRELIMINARY SCOPE OF WORK AND COST SCHEDULE

Item	Description	Price	
Mobilization	Temporary fencing, Erosion control	\$63,559.00	Pre Construction
Sinage	Sinage for ground breaking ceremony	\$1,500.00	Pre Construction
Renderings	Auto CAD and designs	\$15,000.00	Pre Construction
Engineering	Engineered Prints	\$137,250.00	Pre Construction
40'x60' Metal Building	Open concept with Concrete Pad	\$465,000.00	
30'x50' Metal Building	Concession, Storage, Bathrooms	\$155,851.00	
Stage Area	Stage & Concrete Dance Floor	\$74,000.00	
Fence	Privacy & Chain link Fence	\$149,800.00	
Electrical	Site Electrical	\$380,000.00	
Drainage	Site drainage	\$30,000.00	
Dirt work	Limestone & Dirt Leveling, Sod	\$180,000.00	
Water Service	Water Service for Food and BB	\$50,000.00	
Sanitary	Sanitary Service for Food and BB	\$35,000.00	
Crushed Granite Drive	Vendor access and Parking	\$40,000.00	
Parking & Drainage	Additional piping and parking	\$145,000.00	
Life Size Gaming	Chess, Cornhole, Horseshoes	\$39,000.00	
Seating Structures	Hamick Swings, Shade Structures	\$14,000.00	
Star Quezebo	Structure	\$15,000.00	
Playground Area	Equipment and fencing	\$90,000.00	\$ 50,000. BCG Donation toward Playground
Entrance Exhibit	Horse Carriage Track with Star	\$15,000.00	
	<b>Total</b>	<b>\$2,094,960.00</b>	
	<b>Overhead</b>	<b>\$104,748.00</b>	
	<b>Grand Total</b>	<b>\$2,199,708.00</b>	

## **WORK ASSUMPTIONS**

- 1) The existing basement was not in the original scope of work. Any necessary work related to the basement will require additional cost.
- 2) Only the 2 constructed building foundations will be at elevation or greater than the flood plain.
- 3) The cost of all required permit fees will be waived by the City of Dickinson.
- 4) Adherence to the schedule will be dependent upon the City of Dickinson's ability to schedule electric and water providers as needed.
- 5) Acts of God and/or unforeseen circumstances can occur in which Branch Construction Group LLC is not responsible for.
- 6) Approved drawings will be complete and submitted back to Branch Construction Group LLC within 3 months of the official contract date.
- 7) There shall be no disruptions due to the city, city council, or other authoritative parties impeding the attached scheduled progress. Change orders which may be necessary will be addressed in relationship to cost and its impact upon the completion date.
- 8) Size of buildings can change based on final engineering requirements to meet necessary codes including wind and storm requirements.

## EXHIBIT B

### GUARANTEED MAXIMUM PRICE PROPOSAL

Branch Construction Group LLC ("CMAR") hereby submits to DEDC ("DEDC") for the use and benefit of DEDC pursuant to the provisions of the Contract for Construction Manager at-Risk Project Delivery dated **March 11, 2024** ("Contract"), a Guaranteed Maximum Price ("GMP") proposal for the construction of **City of Dickinson Picnic Grounds** ("Project"), based on the Contract Documents (as defined by the Contract) developed for the Project, as follows:

#### **Cost of the Work.**

A not-to-exceed amount for the Cost of the Work pursuant to the Contract:

**Dollars (\$2,200,000.00 )**

CMAR hereby guarantees to DEDC not to exceed the GMP amount, subject to additions or deductions as provided in the Contract Documents. Except for additions or deductions as provided in the Contract Documents, costs which would cause the GMP to be exceeded shall be paid by CMAR without reimbursement by DEDC.

#### **Contract Time.**

The date for achieving Substantial Completion of the Project shall be January 22, 2025

#### **Withdrawal of GMP Proposal.**

This GMP Proposal may not be withdrawn for a period of **thirty (30) calendar days** from the date of receipt by DEDC. Delay in signing of contract may impact the completion date based on this project being on a compressed time schedule.

All terms and conditions of the Contract are hereby adopted and incorporated into this GMP Proposal. Any exceptions to, or modifications of, the terms and conditions of the Contract shall not be effective unless they are expressly stated and conspicuously identified in this GMP Proposal and are specifically accepted and approved by DEDC. Otherwise, proposed revisions or modifications to the language, terms, or conditions of the Contract will not be accepted.

**BY SIGNING BELOW, CMAR and DEDC have executed and bound themselves to this Guaranteed Maximum Price (GMP) Proposal.**

**CMAR:**  
Branch Construction Group LLC

**DEDC:**  
Dickinson Economic Development Corp.

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_





**Dickinson Economic Development Corporation**  
**Agenda Item Data Sheet**  
**6.B**

**MEETING DATE:**            March 11, 2024

<b>TOPIC:</b>	Black Tie Event
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<b>BACKGROUND:</b>
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<b>RECOMMENDATION:</b>
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<b>ATTACHMENTS:</b>
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<b>FUNDING ISSUES:</b>
<b>FINANCE VERIFICATION OF FUNDING:</b>

<b>SUBMITTING STAFF MEMBERS:</b> Fran Scgers	<b>CITY MANAGER APPROVAL:</b>
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<b>ACTIONS TAKEN</b>		
<b>APPROVAL</b>	<b>READINGS PASSED</b>	<b>OTHER</b>
<b>NO</b>		

**Dickinson Economic Development Corporation**  
**Agenda Item Data Sheet**  
**6.C**

**MEETING DATE:** March 11, 2024

<b>TOPIC:</b>	Approval of the lease agreement with the Little Italy Festival of Galveston County Organization
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<b>BACKGROUND:</b>
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<b>RECOMMENDATION:</b>
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<b>ATTACHMENTS:</b>	• <a href="#">Lease Agreement 2024.pdf</a>
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<b>FUNDING ISSUES:</b>
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<b>FINANCE VERIFICATION OF FUNDING:</b>
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<b>SUBMITTING STAFF MEMBERS:</b> Fran Scgers	<b>CITY MANAGER APPROVAL:</b>
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<b>ACTIONS TAKEN</b>		
<b>APPROVAL</b>	<b>READINGS PASSED</b>	<b>OTHER</b>
<b>NO</b>		

## **DICKINSON ECONOMIC DEVELOPMENT CORPORATION LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (hereafter Agreement) is made this day by and between the City of Dickinson Economic Development Corporation (“DEDC”), and Dickinson Little Italy Festival of Galveston County (“Licensee”).

DEDC is the owner of certain undeveloped land (the “Property”) located at: 4512 State Highway 3, Dickinson, Texas. Licensee desires to use the Property as parking space for attendees of Licensee’s Little Italy Festival (the “Festival”) to be held on March 16, 2024, between the hours of 8:00 am to 7:00 pm.

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. The term of the license (the “License”) herein granted shall become effective at 12:01 pm on March 15, 2024, and terminate at 11:59 pm on March 17, 2024.
2. Licensee accepts and agrees to use the Property in “as is” condition. Licensee understands that the Property is not currently in use and therefore has not been evaluated or inspected by DEDC for hazards to the health and/or safety of individuals or their property while using the Property for the Festival and parking vehicles, and that Licensee will inspect the Property for any hazards and notify DEDC of any hazards found prior to permitting anyone onto the Property for the Festival or setup/takedown therefor.
3. DEDC agrees to permit Licensee to use the Property as a space to accommodate the Festival and parking. As consideration for the use of the Property, Licensee agrees to clear the Property of any and all debris or rubbish, as well as to mow the grass, if necessary.
4. Licensee shall be responsible for any required minor maintenance of the Property, including trash removal and human waste management, before, during and after the Festival. Prior to making any significant improvement, repair or modification to the Property, Licensee shall obtain the consent of DEDC. Licensee understands that any improvements to the Property shall be at the expense of Licensee. Licensee agrees to return the Property in the same or a better condition as it was in prior to Licensee’s use.
5. LICENSEE AGREES IT WILL PROTECT, INDEMNIFY, AND HOLD HARMLESS DEDC, WHICH INCLUDES HEREIN ITS OFFICIALS, EMPLOYEES, AFFILIATES, OR ANYONE ACTING ON ITS BEHALF OR AT ITS DIRECTION, FROM ANY AND ALL INJURIES, LIABILITIES, COSTS, LOSSES, EXPENSES, SUITS, CLAIMS AND DAMAGES SUFFERED OR CLAIMED BY ANY INDIVIDUAL OR ENTITY, INCLUDING BUT NOT LIMITED TO EMPLOYEES, AGENTS, PATRONS OR CUSTOMERS OF THE DICKINSON LITTLE ITALY FESTIVAL, HOWEVER OCCURRING, IN CONNECTION WITH LICENSEE’S USE OF THE PROPERTY UNDER THE TERMS OF THIS LICENSE AGREEMENT. LICENSEE FURTHER AGREES THAT IT WILL DEFEND THE DICKINSON ECONOMIC DEVELOPMENT CORPORATION IN ANY ACTIONS FILED IN COURT WHICH ARISE FROM SAID INJURIES, LIABILITIES, COSTS, LOSSES, EXPENSES, CLAIMS AND DAMAGES IN

THE EVENT THE DICKINSON ECONOMIC DEVELOPMENT CORPORATION IS NAMED AS A DEFENDANT IN SAID COURT ACTION.

6. This Agreement is made upon the express condition that DEDC shall be free from all liability and any claims for damages and/or lawsuits for or by reason of any injury or injuries to any person or property of any kind whatsoever from any cause or causes whatsoever, while in or upon the Property, sidewalks related thereto, or any part thereof, or occasioned by any occupancy or use of said property, or any activity carried on or under the direction of Licensee in connection therewith.
7. Licensee agrees to the following insurance requirements: Public liability and property damage insurance is required in the amounts set forth below. Insurance must be issued by a casualty company authorized to do business in the state of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of the acts or omission of the Dickinson Little Italy Festival of Galveston County, its officials, employees, affiliates, or anyone acting on its behalf or at its direction. Licensee shall at its own expense be required to carry the following minimum insurance coverage:
  - For damages arising out of bodily injury to or death of one or more persons in any one or more occurrences – one million dollars (\$1,000,000.00); and
  - For injury to or destruction of property in any one or more occurrence – one million dollars (\$1,000,000.00).

The Certificate Holder is: The Dickinson Economic Development Corporation 4403 State Highway 3, Dickinson, Texas 77539.

Additional Insured Required: The Dickinson Economic Development Corporation and the City of Dickinson, Texas shall be named as additional insureds on policy/policies listed above and shall be notified of any changes to the policy/policies.

General requirements:

- Insurance is to be placed with insurers having a Best rating of no less than A;
- Licensee shall furnish DEDC with certificates of insurance and original endorsements affecting coverage required by these insurance clauses;
  - The insurance certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf;
  - Proof of insurance must be provided at least twenty (20) days before the start of the Festival or this License is automatically voided, unless the parties agree in writing to accept proof at a later date, but in no event later than prior to the admission of vehicles onto the lot; and
  - In no event shall DEDC be liable for any damage to or destruction of any property belonging to Licensee, its officials, employees, affiliates, guests or invitees unless specified in writing and agreed upon by both parties.

8. Licensee agrees to comply with all city, state and federal laws regarding use of the Property.

**DICKINSON LITTLE ITALY FESTIVAL  
OF GALVESTON COUNTY**

**DATE**

---

Concetta Maceo Sims, Presiding Officer

**DICKINSON ECONOMIC  
DEVELOPMENT CORPORATION**

**DATE**

---

Collin Coker, President

**Dickinson Economic Development Corporation**  
**Agenda Item Data Sheet**  
**7.A**

**MEETING DATE:** March 11, 2024

<b>TOPIC:</b>	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.
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<b>BACKGROUND:</b>
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<b>RECOMMENDATION:</b>
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<b>ATTACHMENTS:</b>
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<b>FUNDING ISSUES:</b>
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<b>FINANCE VERIFICATION OF FUNDING:</b>
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<b>SUBMITTING STAFF MEMBERS:</b> Fran Scgers	<b>CITY MANAGER APPROVAL:</b>
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<b>ACTIONS TAKEN</b>		
<b>APPROVAL</b>	<b>READINGS PASSED</b>	<b>OTHER</b>
<b>NO</b>		

**Dickinson Economic Development Corporation**  
**Agenda Item Data Sheet**  
**7.B**

**MEETING DATE:** March 11, 2024

<b>TOPIC:</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 or transfer of real estate.
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<b>BACKGROUND:</b>
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<b>RECOMMENDATION:</b>
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<b>ATTACHMENTS:</b>
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<b>FUNDING ISSUES:</b>
<b>FINANCE VERIFICATION OF FUNDING:</b>

<b>SUBMITTING STAFF MEMBERS:</b> Fran Scgers	<b>CITY MANAGER APPROVAL:</b>
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<b>ACTIONS TAKEN</b>		
<b>APPROVAL</b>	<b>READINGS PASSED</b>	<b>OTHER</b>
<b>NO</b>		

**Dickinson Economic Development Corporation**  
**Agenda Item Data Sheet**  
**7.C**

**MEETING DATE:** March 11, 2024

<b>TOPIC:</b>	Texas Government Code Section- 551.087- Discussion regarding Economic Development negotiations and opportunities.
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<b>BACKGROUND:</b>
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<b>RECOMMENDATION:</b>
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<b>ATTACHMENTS:</b>
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<b>FUNDING ISSUES:</b>
<b>FINANCE VERIFICATION OF FUNDING:</b>

<b>SUBMITTING STAFF MEMBERS:</b> Fran Scgers	<b>CITY MANAGER APPROVAL:</b>
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<b>ACTIONS TAKEN</b>		
<b>APPROVAL</b>	<b>READINGS PASSED</b>	<b>OTHER</b>
<b>NO</b>		



**Dickinson Economic Development Corporation**  
**Agenda Item Data Sheet**  
**8.A**

**MEETING DATE:** March 11, 2024

<b>TOPIC:</b>	Consideration and possible action regarding 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 meeting.
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<b>BACKGROUND:</b>
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<b>RECOMMENDATION:</b>
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<b>ATTACHMENTS:</b>
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<b>FUNDING ISSUES:</b>
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<b>FINANCE VERIFICATION OF FUNDING:</b>
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<b>SUBMITTING STAFF MEMBERS:</b> Fran Scgers	<b>CITY MANAGER APPROVAL:</b>
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<b>ACTIONS TAKEN</b>		
<b>APPROVAL</b>	<b>READINGS PASSED</b>	<b>OTHER</b>
<b>NO</b>		

**Dickinson Economic Development Corporation**  
**Agenda Item Data Sheet**  
**8.B**

**MEETING DATE:** March 11, 2024

<b>TOPIC:</b>	Consideration and possible action regarding the acquisition or transfer of real estate property.
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<b>BACKGROUND:</b>
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<b>RECOMMENDATION:</b>
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<b>ATTACHMENTS:</b>
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<b>FUNDING ISSUES:</b>
<b>FINANCE VERIFICATION OF FUNDING:</b>

<b>SUBMITTING STAFF MEMBERS:</b> Fran Scgers	<b>CITY MANAGER APPROVAL:</b>
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<b>ACTIONS TAKEN</b>		
<b>APPROVAL</b>	<b>READINGS PASSED</b>	<b>OTHER</b>
<b>NO</b>		

**Dickinson Economic Development Corporation**  
**Agenda Item Data Sheet**  
**8.C**

**MEETING DATE:** March 11, 2024

<b>TOPIC:</b>	Consideration and possible action regarding, Economic Development negotiation and opportunities.
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<b>BACKGROUND:</b>
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<b>RECOMMENDATION:</b>
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<b>ATTACHMENTS:</b>
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<b>FUNDING ISSUES:</b>
<b>FINANCE VERIFICATION OF FUNDING:</b>

<b>SUBMITTING STAFF MEMBERS:</b> Fran Scgers	<b>CITY MANAGER APPROVAL:</b>
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<b>ACTIONS TAKEN</b>		
<b>APPROVAL</b>	<b>READINGS PASSED</b>	<b>OTHER</b>
<b>NO</b>		