



Agenda
Dickinson Economic Development Corporation
4403 State Highway 3
Dickinson, TX 77539
Council Chambers
Monday, June 16, 2025 at 6:30 PM

The presiding officer and a quorum of the Dickinson EDC will be present at the physical location above.

1. CALL TO ORDER AND CERTIFICATION OF A QUORUM

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. STAFF REPORT

David Funk & Kaitlyn McMillan

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 May 12th, 2025.

5.B Consideration and possible action to approve the April 2025 DEDC Financial and Investment Report.

5.C Consideration and possible action to approve the April 2025 DEDC Account Statement for Texas First Bank and TexPool.

5.D Consideration and possible action to approve the March 2025 Monthly Administrative Service Fee Transfer Request.

5.E Consideration and possible action to approve the April 2025 Payroll Transfer Request.

6. OLD BUSINESS

7. NEW BUSINESS

- 7.A Consideration and possible action to enter into a development agreement with Wellness First Medical Clinic.
- 7.B Consideration and possible action to sponsor the Bayou Friends Forever Inc. Black Tie Texas Gala.
- 7.C Consideration and possible action to enter into a contract with Flintco for the construction of the Water Street Parking Garage.

8. 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 :

- 8.A Section 551.071. Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, to wit; ending the contract with StructureTone Southwest for the construction of the Dickinson Picnic Grounds.
- 8.B Section 551.071. Consultation with Attorney regarding pending litigation, to wit: Branch Construction Group v. Dickinson Economic Development Corporation.
- 8.C Section 551.072. Deliberate the purchase, exchange, lease, or value of real property.

9. ACTION ITEMS FROM EXECUTIVE (CLOSED) SESSION(S)

- 9.A Texas Government Code Section 551.071. Consideration and possible action on ending the contract with StructureTone Southwest for the construction of the Dickinson Picnic Grounds.
- 9.B Texas Government Code Section 551.071. Consideration and possible action regarding pending litigation, to wit: Branch Construction Group v. Dickinson Economic Development Corporation.
- 9.C Texas Government Code Section 551.072. Consideration and possible action regarding the purchase, exchange, lease, or value of real property.

10. BOARD MEMBER COMMENTS

11. FUTURE AGENDA ITEMS

12. ADJOURNMENT

CERTIFICATE OF NOTICE

This is to certify that the above Notice of Meeting was posted on the bulletin board of City Hall of the City of Dickinson, Texas, on or before the 13th day of June, 2025 at 1:20 P.M. as well as the City's public internet webpage, www.dickinsontexas.gov and was posted in accordance with the Texas Open Meetings Act, Chapter 551, Government Code.

Claude Oliver

Claude Oliver, 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 agenda@dickinsontexas.gov.

Dickinson Economic Development Corporation
Agenda Item Data Sheet
5.A

MEETING DATE: June 16, 2025

TOPIC:	Consideration and possible action to approve the minutes from DEDC regular meeting held on May 12th, 2025.
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BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:	• MINUTES MAY 25.pdf
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FUNDING ISSUES:
FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Kaitlyn McMillan	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL NO	READINGS PASSED	OTHER

MINUTES
City of Dickinson
ECONOMIC DEVELOPMENT CORPORATION
DICKINSON ECONOMIC DEVELOPMENT CORPORATION

May 12, 2025

The Dickinson Economic Development Corporation met in a duly called and announced on **Monday, May 12, 2025**, at **6:30 PM**. 4403 State Highway 3 Dickinson, TX 77539. The meeting was held for the purpose of considering the following items:

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

Collin Coker called meeting to order at 6:31PM.

Board members present were as follows: Collin Coker, Walter Wilson, Derek Corrick, Clinton Williams.

ITEM 2.) INVOCATION AND PLEDGE OF ALLEGIANCE

Clinton Williams gave the invocaton.

ITEM 3.) STAFF REPORT David Funk & Kaitlyn McMillan

Dave Funk talked about the following: His attendance at the Friendswood EDC Small Business Week event. DEDC Video Series. 3202 Ohio Ave property regarding the downed trees. Public works will be removing them on 5/19. Zeigler's to open in June. Tour of the city with the president of Wulfe Co. Update on Dickinson Picnic Grounds, saying site prep will most likely start next week. Collin Coker thanked Mr. Bob Sellingsloh for taking the time to come down and see our city. Kaitlyn McMillan talked about the lender panel with the SBA happening tomorrow, the T-Mobile Hometown Grant, and Video #4.

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.

Garland Copelin thanked Collin Coker for making the effort to move staff report to before public comments. He also wanted to ask if he could get a more detailed update on various projects going on. As a result of this, Dave Funk touched on his upcoming meeting with Flint Co., where we are in the process of drafting an agreement with Dr. Sanders (Wellness First Medical Center), and the Parkview project.

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.

Walter Wilson motioned to Approve , and Derek Corrick seconded the motion.

VOTE:

4 AYES (Collin Coker, Walter Wilson, Derek Corrick, Clinton Williams)

0 NAYS

MOTION PASSED

- 5.A Consideration and possible action to approve the minutes from DEDC regular meeting held on April 14th, 2025.
- 5.B Consideration and possible action to approve the March 2025 DEDC Financial and Investment Report.
- 5.C Consideration and possible action to approve the March 2025 DEDC Account Statement for Texas First Bank and TexPool.
- 5.D Consideration and possible action to approve the March 2025 Monthly Administrative Service Fee Transfer Request.
- 5.E Consideration and possible action to approve the April 2025 Payroll Transfer Request.

ITEM 6.) OLD BUSINESS

None. Collin Coker did ask Bill Schick about involving Public Works in order to get a few properties mowed.

ITEM 7.) NEW BUSINESS

Dave Funk gave an update about Collaborate and what the 2nd MOU is for. Collin Coker provided some additional background on the Bayou Village project and Collaborate.

Walter Wilson motioned to Approve , and Clinton Williams seconded the motion.

VOTE:

4 AYES (Collin Coker, Walter Wilson, Derek Corrick, Clinton Williams)

0 NAYS

MOTION PASSED

- 7.A Consideration and possible action to enter into a Memorandum of Understanding (MOU) with Collaborate for Bayou Village Phase 2.

ITEM 8.) EXECUTIVE (CLOSED) SESSION(S) The time is now 6:57 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 : The board went into Executive Session at 6:57PM.

- 8.A Texas Government Code Section 551.072 - Deliberations About Real Property Deliberate the purchase, exchange, lease, or value of real property.
- 8.B Texas Government Code Section 551.087: Deliberation Regarding Economic

Development Negotiations

Deliberate the offer of a financial or other incentive to a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations.

ITEM 9.) ACTION ITEMS FROM EXECUTIVE (CLOSED) SESSION(S)

Board reconvened at 8:18PM. No action was taken.

9.A Texas Government Code Section 551.072 - Deliberations About Real Property Consideration and possible action regarding the purchase, exchange, lease, or value of real property.

9.B Texas Government Code Section 551.087: Deliberation Regarding Economic Development Negotiations
Consideration and possible action regarding the offer of a financial or other incentive to a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations.

ITEM 10.) BOARD MEMBER COMMENTS

None.

ITEM 11.) FUTURE AGENDA ITEMS

None.

ITEM 12.) ADJOURNMENT

Meeting adjourned by Collin Coker at 8:19PM.

PASSED APPROVED, AND ADOPTED this _____.

Collin Coker, Board President

ATTEST:

Claude Oliver, City Secretary

Dickinson Economic Development Corporation
Agenda Item Data Sheet
5.B

MEETING DATE: June 16, 2025

TOPIC:	Consideration and possible action to approve the April 2025 DEDC Financial and Investment Report.
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BACKGROUND:

RECOMMENDATION:	Staff recommends approval of April 2025 DEDC Financial and Investment Report.
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ATTACHMENTS:	• DEDC Financials FY24 2025-04.pdf
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FUNDING ISSUES:	Not applicable - no dollars are being spent or received.
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FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Sarah Clark	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL NO	READINGS PASSED	OTHER



**FISCAL YEAR 2024-2025
FINANCIAL REPORT**

**Month Ending:
April 30, 2025**

FY 2025 ADOPTED				
Account	Description	BUDGET	Apr 25 Actual	YTD Actuals
<u>Revenue</u>				
40-7001-00-000	SALES TAX REVENUE	2,167,100.00	154,678.54	1,072,508.11
40-7621-00-000	INTEREST INCOME	200,000.00	12,343.39	81,082.89
Revenue Total		2,367,100.00	167,021.93	1,153,591.00
<u>Expenditures</u>				
Capital Outlay				
40-8527-22-000	LAND CONT SVS/CONT PAYMENTS			2,111.93
40-8612-22-000	COMPUTER EQUIP & SOFTWARE			1,395.69
40-8619-22-000	PROPERTY ACQUISITION	1,582,830.00		87,662.64
Total Capital Outlay		1,582,830.00	0.00	91,170.26
Contractual Services				
40-8427-18-000	DEMOLITION SERVICES	10,000.00		0.00
40-8501-18-000	FINANCE & AUDIT	4,000.00	400.00	2,000.00
40-8515-18-000	LEGAL	20,000.00		0.00
40-8526-18-000	PROFESSIONAL SERVICES	250,000.00		2,300.00
40-8539-18-000	ADMINISTRATIVE SERVICES	336,000.00	28,000.00	196,000.00
Total Contractual Services		620,000.00	28,400.00	200,300.00
Debt Service				
40-8951-40-000	DEBT PAYMENT - INTEREST			0.00
40-8901-40-000	DEBT PAYMENT - PRINCIPAL			0.00
Total Debt Service		0.00	0.00	0.00
Project & Programs				
40-8445-41-022	BUSINESS RETENTION & DEV PROGRAM	75,000.00		110.51
40-8524-41-000	SITE PREPARATION	250,000.00		176,949.21
Total Project & Programs		325,000.00	0.00	177,059.72
Administration				
40-8548-00-000	REFUND SALES TAX TO COMPTROLLER	116,850.00		0.00
40-8210-01-000	OFFICE & POSTAGE SUPPLIES	3,000.00	60.99	832.03
40-8301-01-000	BUILDING/PROPERTY MAINTENANCE			126.31
40-8402-01-000	TRAVEL & TRAINING	60,000.00	1,400.00	8,555.53
40-8403-01-000	DUES/SUBSCRIPTIONS/BOOKS	6,500.00	195.00	20,943.82
40-8417-01-000	UTILITIES-GAS/ELECTITY/WATER	1,000.00	169.31	1,129.65
40-8425-01-000	SPECIAL EVENTS	25,000.00		0.00
40-8434-01-000	MARKETING & ADVERTISING	75,000.00	555.47	19,568.08
40-8435-01-000	ECONOMIC DEVELOPMENT GRANTS	25,000.00	6,000.00	9,060.62
40-8441-01-000	LOCAL MEETINGS DEDC BOARD	3,500.00	183.99	1,737.62
40-8445-01-000	SPECIAL PROJECTS	0.00		176,949.21
40-8708-01-000	PROPERTY INSURANCE-REAL/PERSO	Need Budget		0.00
40-8709-01-000	PUBLIC OFFICIAL INSURANCE	Adjustment		-
Total Administration		315,850.00	8,564.76	238,902.87
Salary & Benefits				

40-8101-02-000	SALARY & WAGES	220,000.00	16,863.06	115,951.61
40-8105-02-000	CAR ALLOWANCE	0.00	400.00	2,000.00
40-8114-02-000	LONGEVITY PAY	240.00		0.00
40-8150-02-000	FICA TAX	10,241.00	331.36	1,325.44
40-8151-02-000	PAYROLL TAX	2,937.00	249.92	1866.41
40-8152-02-000	UNEMPLOYMENT TAX	774.00		126.00
40-8153-02-000	RETIREMENT (TMRS)	23,604.00	1,876.10	13,736.18
40-8155-02-000	EMPLOYEE GROUP INSURANCE	17,671.00	1,618.30	11,328.10
40-8156-02-000	WORKER'S COMP INSURANCE	12,276.00		84.44
Total Salary & Benefits		287,743.00	21,338.74	146,418.18
Total Expenditures		2,843,680.00	36,964.76	853,851.03
Total Revenue		2,367,100.00	167,021.93	1,153,591.00
Total Revenue less Total Expenditures		-476,580.00	130,057.17	299,739.97
BEGINNING FUND		4,390,732.00		3,813,524.56
ESTIMATED ENDING FUND BALANCE		3,914,152.00		4,113,264.53

DICKINSON ECONOMIC DEVELOPMENT CORPORATION
FISCAL YEAR 2024-2025
Check Register
April 30, 2025

Date	Vendor	Amount	Description
4/3/2025	T-Mobile	\$ 119.71	Dialpad
4/7/2025	AT&T	\$ 76.20	Monthly Wireless
4/11/2025	SHI Government	\$ 427.86	Adobe Premiere
4/11/2025	Structure Tone Southwest	\$ 21,375.00	Design Fees for Picnic Grounds
4/17/2025	Amazon	\$ 60.99	Office Supplies
4/25/2025	Kimley Horn	\$ 216.79	Proff Services - Water St Garage
4/25/2025	Pilot Club	\$ 3,000.00	Platinum Sponsorship
4/25/2025	The Daily News	\$ 812.99	Garage bid/ Public Hearing Notice
		<hr/>	
		\$ 26,089.54	

DICKINSON ECONOMIC DEVELOPMENT CORPORATION
INVESTMENT REPORT PERIOD ENDING:
April 30, 2025

Account	Interest Rate	Purchase Date	Due Date	Days to Maturity	Book Value	Market Value Change	Interest Paid Year to Date
Texas First Bank - Operating	4.21%	NA	Demand	1	3,834,176	52,688	54,820
TexPool - Investment	4.33%	NA	Demand	1	140,335	500	3,125
Total (all cash & investments)					3,974,511	53,188	57,944

Weighted Average Rate (WAR) 4.214%

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.



6/11/2025

Director of Finance

Date

Dickinson Economic Development Corporation
Agenda Item Data Sheet
5.C

MEETING DATE: June 16, 2025

TOPIC:	Consideration and possible action to approve the April 2025 DEDC Account Statement for Texas First Bank and TexPool.
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BACKGROUND:

RECOMMENDATION:	Staff recommends approval of the April 2025 DEDC's Account Statement for Texas First Bank and TexPool
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ATTACHMENTS:	<ul style="list-style-type: none">• DEDC OPERATING (7418)- 202504.pdf• 202504 DEDC TEXPOOL.pdf
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FUNDING ISSUES:	Not applicable - no dollars are being spent or received.
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FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Sarah Clark	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL NO	READINGS PASSED	OTHER



Helping Texans Build Texas®

www.texasfirst.bank

600 Gulf Freeway, Texas City, TX 77591

Return Service Requested

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(409) 945-9889 (281) 538-2226
(855) 355-8321

CUSTOMER SERVICE
(409) 948-1993

1

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

Page 1 of 5

Account Number: ****7418
Date 04/30/25

EM

AA -PUBLIC FUNDS NOW WITHDRAWN DICKINSON ECONOMIC DEVELOPMENT

Acct XXXXXX7418

Summary of Activity Since Your Last Statement

Beginning Balance	4/01/25	3,781,488.23	
Deposits / Misc Credits	3	127,545.74	
Withdrawals / Misc Debits	11	74,858.23	
** Ending Balance	4/30/25	3,834,175.74	**
Service Charge		.00	
Average Balance		3,810,543	
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
4/11	11,843.37	Credit YTD Interest
4/15	112,702.37	Feb25 Sales Tax paid in April
4/18	3,000.00	ACH RTN-THE PILOT CLUB OF DICK-ACCT CLSD

Debits and Other Withdrawals

Date	Amount	Activity Description
4/14	21,278.76	March 24 Payroll
4/14	28,400.00	March 24 ASA
4/15	3,427.86	ACH Payments Tracking ID:4359248
4/16	52.50	ACH Payments Tracking ID:4362012
4/25	8.49	ACH Payments Tracking ID:4373875



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

1

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Account Number:

****7418

Checks

Date	Check No	Amount	Date	Check No	Amount	Date	Check No	Amount
4/01	4517	74.93	4/08	4519	27.88	4/10	4521	119.71
4/04	4518	58.00	4/02	4520	35.10	4/17	4522	21,375.00

* indicates a break in check number sequence

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
4/01	3,781,413.30	4/10	3,781,172.61	4/16	3,852,559.23
4/02	3,781,378.20	4/11	3,793,015.98	4/17	3,831,184.23
4/04	3,781,320.20	4/14	3,743,337.22	4/18	3,834,184.23
4/08	3,781,292.32	4/15	3,852,611.73	4/25	3,834,175.74

A New Look and Feel for statements coming end of June 2025.
Please refer to the updated Funds Availability Disclosure included
with your statement for changes effective July 1, 2025



Account Number ****7418

Date 04/30/2025

Page

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THIS CHECK IS VOID WITHOUT THE TEXAS FIRST BANK MICR LINE AND MICR LINE MUST BE PRESENTED TO THE BANK. VOID IF MICR LINE IS VOID.

CITY OF DICKINSON
JACK OPERATING
4400 N. JENSEN ST
DICKINSON, TX 75729

Check # 4517
Total Paid \$74.93

PAY TO THE ORDER OF
—Seventy Four Dollars and 93/100 Cents—

TO THE ORDER OF
APRST SOCIETY
P.O. BOX 6464
DICKINSON, TX 75729

VOID LINE MICR
⑈000452⑈ ⑆111110256⑆ 10337418⑈

04/01/2025 4517 \$74.93

THIS CHECK IS VOID WITHOUT THE TEXAS FIRST BANK MICR LINE AND MICR LINE MUST BE PRESENTED TO THE BANK. VOID IF MICR LINE IS VOID.

CITY OF DICKINSON
JACK OPERATING
4400 N. JENSEN ST
DICKINSON, TX 75729

Check # 4518
Total Paid \$58.00

PAY TO THE ORDER OF
—Fifty Eight Dollars and 00/100 Cents—

TO THE ORDER OF
CITY OF DICKINSON
P.O. BOX 6464
DICKINSON, TX 75729

VOID LINE MICR
⑈000452⑈ ⑆111110256⑆ 10337418⑈

04/04/2025 4518 \$58.00

THIS CHECK IS VOID WITHOUT THE TEXAS FIRST BANK MICR LINE AND MICR LINE MUST BE PRESENTED TO THE BANK. VOID IF MICR LINE IS VOID.

CITY OF DICKINSON
JACK OPERATING
4400 N. JENSEN ST
DICKINSON, TX 75729

Check # 4519
Total Paid \$27.88

PAY TO THE ORDER OF
—Twenty Seven Dollars and 88/100 Cents—

TO THE ORDER OF
CITY OF DICKINSON
P.O. BOX 6464
DICKINSON, TX 75729

VOID LINE MICR
⑈000452⑈ ⑆111110256⑆ 10337418⑈

04/08/2025 4519 \$27.88

THIS CHECK IS VOID WITHOUT THE TEXAS FIRST BANK MICR LINE AND MICR LINE MUST BE PRESENTED TO THE BANK. VOID IF MICR LINE IS VOID.

CITY OF DICKINSON
JACK OPERATING
4400 N. JENSEN ST
DICKINSON, TX 75729

Check # 4520
Total Paid \$35.10

PAY TO THE ORDER OF
—Thirty Five Dollars and 10/100 Cents—

TO THE ORDER OF
CITY OF DICKINSON
P.O. BOX 6464
DICKINSON, TX 75729

VOID LINE MICR
⑈000452⑈ ⑆111110256⑆ 10337418⑈

04/02/2025 4520 \$35.10

THIS CHECK IS VOID WITHOUT THE TEXAS FIRST BANK MICR LINE AND MICR LINE MUST BE PRESENTED TO THE BANK. VOID IF MICR LINE IS VOID.

CITY OF DICKINSON
JACK OPERATING
4400 N. JENSEN ST
DICKINSON, TX 75729

Check # 4521
Total Paid \$119.71

PAY TO THE ORDER OF
—One Hundred Nineteen Dollars and 71/100 Cents—

TO THE ORDER OF
CITY OF DICKINSON
P.O. BOX 6464
DICKINSON, TX 75729

VOID LINE MICR
⑈000452⑈ ⑆111110256⑆ 10337418⑈

04/10/2025 4521 \$119.71

THIS CHECK IS VOID WITHOUT THE TEXAS FIRST BANK MICR LINE AND MICR LINE MUST BE PRESENTED TO THE BANK. VOID IF MICR LINE IS VOID.

CITY OF DICKINSON
JACK OPERATING
4400 N. JENSEN ST
DICKINSON, TX 75729

Check # 4522
Total Paid \$21,375.00

PAY TO THE ORDER OF
—Twenty One Thousand Three Hundred Seventy Five Dollars and 00/100 Cents—

TO THE ORDER OF
CITY OF DICKINSON
P.O. BOX 6464
DICKINSON, TX 75729

VOID LINE MICR
⑈000452⑈ ⑆111110256⑆ 10337418⑈

04/17/2025 4522 \$21,375.00

FUNDS AVAILABILITY POLICY DISCLOSURE



This disclosure describes your ability to withdraw funds at Texas First Bank. It only applies to the availability of funds in your transaction accounts (e.g., checking accounts). We reserve the right to delay the availability of funds deposited to these accounts for periods longer than those outlined in this disclosure. Please ask us if you have a question about which accounts are affected by our availability policy.

For purposes of this disclosure, the terms "you" or "your" mean customer and the terms "our," "we," or "us" mean Texas First Bank.

YOUR ABILITY TO WITHDRAW FUNDS. Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day that we receive the deposit. During the delay, you may not withdraw the funds in cash, and we will not use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 6:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 6:00 p.m. or on a day that we are not open, we will consider the deposit made on the next business day we are open.

DEPOSITS AT OTHER LOCATIONS. This availability policy only applies to funds deposited at Texas First Bank. Please inquire for information about the availability of funds deposited at other locations.

LONGER DELAYS MAY APPLY. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the first business day after the day of your deposit. The first \$275.00 of your deposits, however, may be available on the first business day after the day of deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will send you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- (a) if we believe a check you deposit will not be paid;
- (b) if you deposit checks totaling more than \$6,725 on any one day;
- (c) if you redeposit a check that has been returned unpaid;
- (d) if you have overdrawn your account repeatedly in the last six months; or
- (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 7th business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS. If you are a new customer, the following special rules may apply during the first 30 days your account is open.

Same-Day Availability. Funds from electronic direct deposits to your account and checks drawn on Texas First Bank will be available on the day we receive the deposit. Funds from the following deposits will also be available on the same business day that we receive the deposit if the deposit meets certain conditions:

- Cash
- Wire transfers

Next-Day Availability. Funds from the following deposits are available on the first business day after the day of your deposit if the deposit meets certain conditions:

- U.S. Treasury checks
- U.S. Postal Service money orders
- Federal Reserve Bank or Federal Home Loan Bank checks
- State or Local Government checks
- Cashier's, Certified, or Teller's checks
- Traveler's checks

For example, the checks must be payable to you. The excess over \$6,725.00 of a day's total check deposits will be available on the 10th business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725.00 will not be available until the first business day after the day of deposit. Funds from all other check deposits will be available on the 10th business day after the day of deposit.

HOLDS ON OTHER FUNDS FOR CHECK CASHING. If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

HOLDS ON OTHER FUNDS IN ANOTHER ACCOUNT. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

DEPOSITS AT PROPRIETARY AUTOMATED TELLER MACHINES (ATMs). We only allow deposits to be made at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.



CASH WITHDRAWAL LIMITATION. We place certain limitations on withdrawals in cash. In general, \$275.00 of a deposit of checks is available for withdrawal in cash on the first business day after the day of deposit. All remaining funds will be available for withdrawal in cash on the 7th business day after the day of deposit.

For example, if you deposit a check of \$900 on a Monday, \$275.00 of the deposit is available to withdraw in cash on Tuesday. You may withdraw up to another \$550 of the deposit in cash at or after 5:00 p.m. on Wednesday. You may withdraw the rest in cash on Thursday.

FOREIGN CHECKS. Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.



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 04/01/2025 - 04/30/2025

Page 1 of 2

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

TexPool Update

Keep up to date with the latest market talk from our portfolio managers and strategists by visiting the Insights page of TexPool.com.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$140,318.56	\$0.00	\$0.00	\$500.02	\$140,818.58	\$140,335.23
Total Dollar Value	\$140,318.56	\$0.00	\$0.00	\$500.02	\$140,818.58	

Portfolio Value

Pool Name	Pool/Account	Market Value (04/01/2025)	Share Price (04/30/2025)	Shares Owned (04/30/2025)	Market Value (04/30/2025)
Texas Local Government Investment Pool	449/7938200001	\$140,318.56	\$1.00	140,818.580	\$140,818.58
Total Dollar Value		\$140,318.56			\$140,818.58

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/7938200001	\$500.02	\$1,998.08
Total		\$500.02	\$1,998.08



Statement Period 04/01/2025 - 04/30/2025

Page 2 of 2

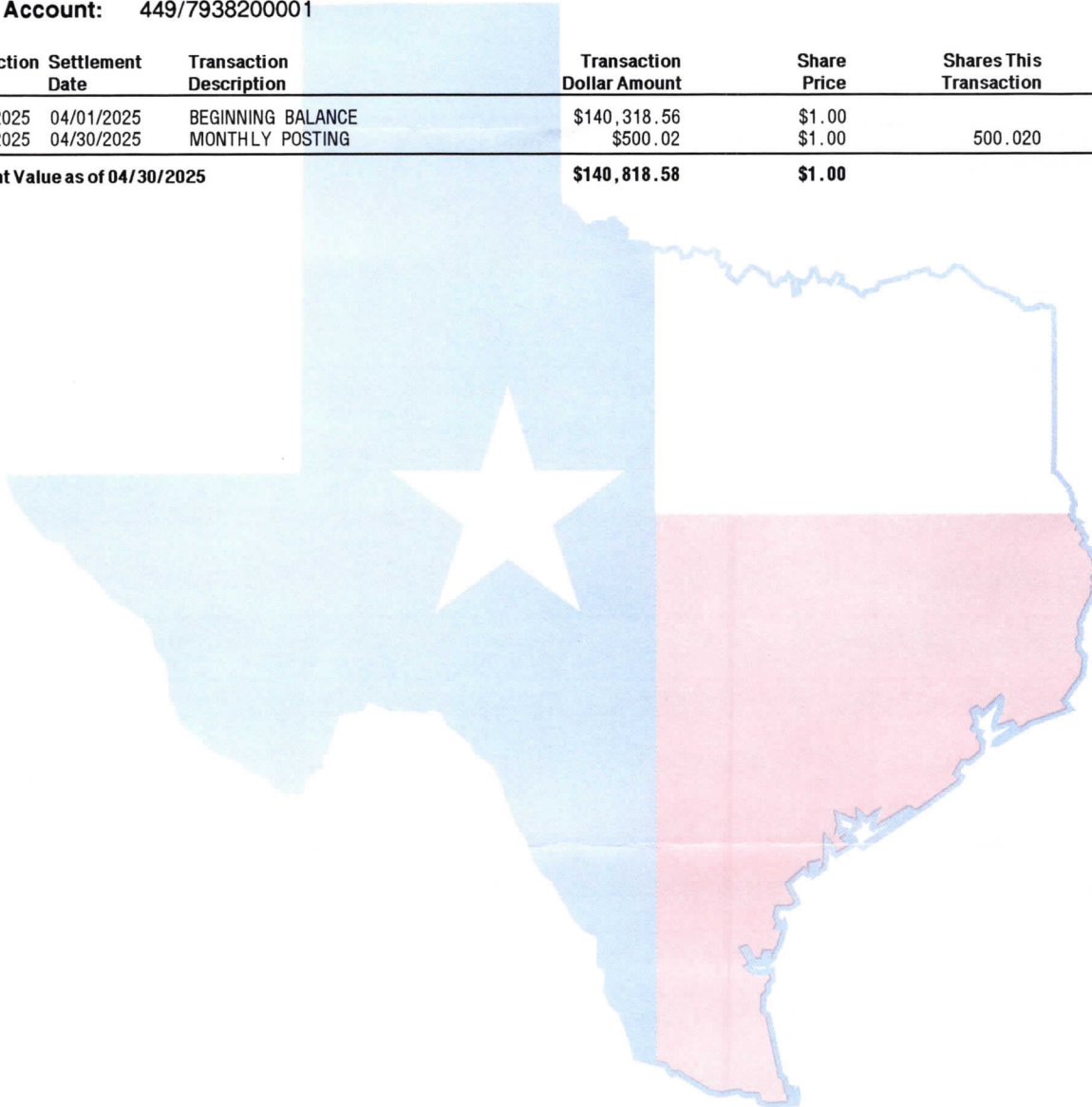
Transaction Detail

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
04/01/2025	04/01/2025	BEGINNING BALANCE	\$140,318.56	\$1.00		140,318.560
04/30/2025	04/30/2025	MONTHLY POSTING	\$500.02	\$1.00	500.020	140,818.580
Account Value as of 04/30/2025			\$140,818.58	\$1.00		140,818.580



Dickinson Economic Development Corporation
Agenda Item Data Sheet
5.D

MEETING DATE: June 16, 2025

TOPIC:	Consideration and possible action to approve the March 2025 Monthly Administrative Service Fee Transfer Request.
---------------	--

BACKGROUND:	<p>The Administrative Services Agreement (ASA) calls for monthly payment for the preceding month in the amount of \$28,000. The new ASA was approved as a part of the budget by the EDC board at the 9/11/24 DEDC Meeting and by City Council at the 10/11/24 City Council Meeting.</p> <p>Also included on the monthly transfer is the annual amount of \$4,000 for DEDC's portion of the fiscal year audit and financial reports.</p> <p>The attachment to this item contains the request.</p>
--------------------	--

RECOMMENDATION:	Staff recommends approval of the March 2025 ASA Monthly Transfer Request.
------------------------	---

ATTACHMENTS:	• FY25 ASA_2505.pdf
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FUNDING ISSUES:
FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Sarah Clark	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL YES	READINGS PASSED	OTHER



CITY OF DICKINSON

MONTHLY TRANSFER

Payment Date: 6/16/2025

RE: May 2025 ASA

From: Dickinson Economic Development Corporation

TRANSFER TO CITY OF DICKINSON GF	INTERLOCAL	Monthly BILLING	
Administrative Services (Accrued)	336,000.00	28,000.00	*
Audit (Accrued)	4,000.00	400.00	**
40-1127-00-000 Cash DEDC Operating Fund (Credit)			
40-2300-00-000 Due to GF (Debit)			
SUBTOTAL: CITY OF DICKINSON GENERAL FUND	\$ 340,000.00	\$ 28,400.00	

OFF SET ENTRIES	BILLING
99-1121-00-000 Cash GF Operating Fund (Debit)	28,400.00
01-1310-00-000 Due from DEDC (Credit)	

Total Interfund Transfers		\$ 28,400.00
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Prepared by: Sarah Clark, Finance Director

Signature: Sarah Clark

Note: This request is for Admin Services Fee month of May 2025.

* The Administrative Services Agreement (ASA) calls for monthly payment for the preceding month in the amount of \$28,000. The new ASA was approved as a part of the budget by the EDC board at the 9/11/24 DEDC Meeting and by City Council at the 10/11/24 City Council Meeting

** Prorated for 10 months. Was included on quarterly transfer in FY24 but added to monthly transfer for efficiency.

Dickinson Economic Development Corporation
Agenda Item Data Sheet
5.E

MEETING DATE: June 16, 2025

TOPIC:	Consideration and possible action to approve the April 2025 Payroll Transfer Request.
---------------	---

BACKGROUND:	<p>At each monthly Dickinson Economic Development Corporation (DEDC) Board meeting, the DEDC Board is presented with a request to transfer funds from the DEDC TX 1st Operating account to the City of Dickinson TX 1st Operating account for the previous month's DEDC related payroll.</p> <p>David Funk was hired 5/13/24 as the DEDC Director. Kaitlyn McMillian was hired 7/22/24 as the DEDC Marketing and Communications Manager.</p> <p>The attachment to this item contains the request and the support to back up the amount requested.</p>
--------------------	---

RECOMMENDATION:	Staff recommends approval.
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ATTACHMENTS:	<ul style="list-style-type: none">• FY2025 Monthly AP Payroll Transfer Request_2505.pdf• 2505 Payroll Backup.pdf
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FUNDING ISSUES:	Full amount already budgeted in Acct/Project#
------------------------	---

FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Sarah Clark	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL NO	READINGS PASSED	OTHER



TRANSFER

Date: 6/11/2025

RE: May25 Payroll

CITY OF DICKINSON

From: Dickinson Economic Development Corporation

TRANSFER TO CITY OF DICKINSON		Total Amount
Monthly Payroll Transfer Request		28,282.25
40-1127-00-000 Credit		
99-1121-00-000 Debit		
SUBTOTAL: CITY OF DICKINSON GENERAL FUND		\$ - \$ 28,282.25

Prepared by: Sarah Clark, Finance Director

Signature: Sarah Clark

Date: 6/11/2025

Notes

Amount requested above relates to payments made by the City of Dickinson, out of the City's operating bank account, on behalf of the DEDC. The total noted above relates to normal payroll related items during the month. A detailed individual account trial balance for the month is included with this request to support the total noted above.

Approval of this request, authorizes the City to transfer the above noted amount from the DEDC operating bank account to the City operating bank account.



Dickinson, TX

Detail Report

Account Detail

Date Range: 05/01/2025 - 06/30/2025

Account		Name		Beginning Balance		Module Activity	Ending Balance
Fund: 40 - DEDC Fund							
40-1130-00-000		CLAIM ON CASH				-159,782.09	-189,970.94
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount
05/02/2025	PYPKT00563	PYPKT00563 - 04/13/2...		Packet PYPKT00563: 04/13/2025 - 04/2...			-8,079.63
05/02/2025	APPKT01534	DFT0001155		U.S. TREASURY, DEBT MGMT SERV SEC ...	1015 - U.S. TREASURY, DEBT MGMT SERV		-750.05
05/02/2025	APPKT01534	DFT0001155		U.S. TREASURY, DEBT MGMT SERV SEC ...	1015 - U.S. TREASURY, DEBT MGMT SERV		-331.36
05/02/2025	APPKT01534	DFT0001155		U.S. TREASURY, DEBT MGMT SERV SEC ...	1015 - U.S. TREASURY, DEBT MGMT SERV		-255.72
05/05/2025	APPKT01534	DFT0001154		TEXAS MUNICIPAL RETIREMENT SYSTEM... 3 - TEXAS MUNICIPAL RETIREMENT SYSTEM			-1,580.02
05/05/2025	APPKT01534	DFT0001154		TEXAS MUNICIPAL RETIREMENT SYSTEM... 3 - TEXAS MUNICIPAL RETIREMENT SYSTEM			-1,508.70
05/16/2025	PYPKT00566	PYPKT00566 - 4/27/25...		Packet PYPKT00566: 4/27/25 - 5/10/25 ...			-7,628.95
05/19/2025	APPKT01573	DFT0001171		U.S. TREASURY, DEBT MGMT SERV SEC ...	1015 - U.S. TREASURY, DEBT MGMT SERV		-688.84
05/19/2025	APPKT01573	DFT0001171		U.S. TREASURY, DEBT MGMT SERV SEC ...	1015 - U.S. TREASURY, DEBT MGMT SERV		-331.36
05/19/2025	APPKT01573	DFT0001171		U.S. TREASURY, DEBT MGMT SERV SEC ...	1015 - U.S. TREASURY, DEBT MGMT SERV		-244.12
05/30/2025	PYPKT00568	PYPKT00568 - 5/11/25...		Packet PYPKT00568: 5/11/25 - 5/24/25 ...			-6,883.50
Total Fund: 40 - DEDC Fund:				Beginning Balance:	-159,782.09	Module Activity: -28,282.25	Ending Balance: -189,970.94
Grand Totals:				Beginning Balance:	-159,782.09	Module Activity: -28,282.25	Ending Balance: -189,970.94

Dickinson Economic Development Corporation
Agenda Item Data Sheet
7.A

MEETING DATE: June 16, 2025

TOPIC:	Consideration and possible action to enter into a development agreement with Wellness First Medical Clinic.
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BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:	• PERFORMANCE AGREEMENT AMC X DEDC SIGNED.pdf
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FUNDING ISSUES:
FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Kaitlyn McMillan	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL NO	READINGS PASSED	OTHER

**PERFORMANCE AGREEMENT BETWEEN
THE DICKINSON ECONOMIC DEVELOPMENT CORPORATION AND
ALINE MEDICAL CENTER, PLLC**

This Performance Agreement (the "Agreement") is made and entered into by and between the **Dickinson Economic Development Corporation**, an economic development corporation organized pursuant to Section 4B of the Development Corporation Act of 1979, as amended (the "DEDC") and **Aline Medical Center, PLLC** ("AMC"), a company licensed to do business in the State of Texas, located at 350 FM 517 West, Dickinson, TX 77539.

RECITALS

WHEREAS, it is the established policy of the DEDC to adopt such reasonable measures from time-to-time as are permitted by law to attract industry, create and retain primary jobs, promote the economic development of the City of Dickinson, Texas (the "City"), and thereby enhance the economic stability and growth of the City; and

WHEREAS, AMC desires to improve access to its business by constructing a paved driveway (the "Project"), to enhance accessibility and further growth of AMC. The Project would create jobs, promote local economic development, and stimulate activity within the City; and

WHEREAS, the DEDC proposes to provide to AMC certain financial assistance using public money to support the Project which serves the public purpose of promoting local economic development within the City;

NOW, THEREFORE, in consideration of the promises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the DEDC and AMC agree as follows:

I. General

A. Term of Agreement. This Agreement will become effective on the date (“Effective Date”) that it is fully executed and expire on December 31st, 2028, unless earlier terminated as provided herein.

B. Property Description. The property on which the Project is to be constructed consists of one (1) tract totaling 0.86 acres (the “Property”) as shown on Exhibit A.

II. AMC Obligations

A. Employment Threshold. AMC covenants and warrants that it will achieve and maintain the numbers of full-time employees (“FTEs”) based at its offices on the Property (meaning the employees either perform their work there or if they primarily work offsite, their base of operations is there), as shown below:

<u>Time Frame</u>	<u>Number of FTEs</u>
Project Completion	6
3 years post-completion	10

For purposes of this Agreement, full time employees shall be those working a minimum of 1820 hours or more per year or 35 hours or more per week per person on an annualized basis with

benefits commensurate with similar companies in Galveston County. AMC covenants and agrees that it does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. The annual salaries of the qualifying FTEs shall average \$62,000 per year, as verified by employment verification submitted by AMC to the DEDC annually.

A. Business Expansion. AMC covenants and warrants that at the end of the allotted agreement time (42 months), it will have completed the job retention and business expansion/creation of new jobs as outlined in the Business Expansion Plan attached as Exhibit

B. Reporting Requirement.

1. Within 60 days following the anniversary date of the Effective Date of this Agreement, and annually during the term of this agreement, AMC will submit a written certification to the DEDC that it is in compliance with the terms of this Agreement and provide sufficient written information, records, and documents, to support its certification of compliance.

2. Upon the DEDC’s written request, AMC will promptly provide to the DEDC any additional information reasonably necessary for the DEDC to determine if AMC is complying with this Agreement.

3. AMC will allow the DEDC or the City access to the Property during regular business hours to inspect the Property, improvements, and applicable employment records to verify that AMC is complying with this Agreement.

III. DEDC Obligations

A. Forgivable Purchase Loan. The DEDC shall provide a loan (the "Loan") to AMC in the principal amount of TWENTY-ONE THOUSAND and NO/100 dollars (\$21,000.00) at zero percent (0%) interest to assist with the costs associate with the Project. The Loan funds will be paid directly by the DEDC to the Project's general contractor as progress payments for Project completion. The Loan principal (the "Principal") shall be forgiven by the DEDC in increments as AMC achieves the milestones set forth below (timeframes in parentheses are from the Effective Date):

<u>Project Milestone Met</u>	<u>Principal Forgiven (Loan Balance)</u>
Completion of the Driveway (6 months)	\$5,000 (\$16,000)
Retention of 6 FTEs (1 year)	\$5,000 (\$11,000)
Addition of 4 Additional FTEs (3 years)	\$5,000 (\$6,000)
Business Expansion Plan completed (3 years)	\$6,000 (\$0.00)

The Loan will have a term of six (6) months from the Effective Date, and no payment shall be due until six (6) months from the Effective Date, at which time any Principal remaining shall become immediately due and owing to the DEDC and shall earn interest at the rate of eight percent (8%) per annum until fully paid. The above milestones will be verified by the DEDC through review of employment verification that is due from AMC to the DEDC by March 31st of each year until the end of the loan period.

IV. Default and Termination

If AMC misses any of the deadlines set out in the Loan forgiveness schedule above, AMC agrees that the DEDC's remaining obligations under this Agreement may terminate and any remaining

portion of the Principal owed at the time of the first such missed deadline may be accelerated and become immediately due and owing to the DEDC, unless the DEDC elects at its sole discretion to grant an extension for any such missed deadline.

V. Assignability

This Agreement may not be assigned by AMC to any other person or entity unless the DEDC consents in writing to the assignment.

VI. Notice

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the Party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such Party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile or other electronic transmission; provided a copy of such notice is sent within (1) day thereafter by another method provided above. The initial addresses of the Parties for the purpose of notice under this Agreement shall be as follows:

If to DEDC:	Dickinson Economic Development Corporation 4403 State Hwy 3 Dickinson, Texas 77539 ATTN: Executive Director, David Funk
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If to AMC:	Aline Medical Center 350 Farm to Market 517 Rd W Dickinson, Texas 77539 Attn: Dr. Donna Sanders, Owner
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VII. Governing Law and Venue

This Agreement shall be performable and enforceable in Galveston County, Texas, and shall be constructed in accordance with the laws of the State of Texas.

VIII. Amendment

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only in writing, and by the signature and mutual consent of the Parties hereto.

IX. No Waiver

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

X. Severability

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

(Signature Page follows)

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the Parties

on this 5 day of June 2025 (the "Effective Date").

ALINE MEDICAL CENTER, PLLC

By: Donna Sanders DC

Name: Donna Sanders, DC

Title: owner

ATTEST:

By: _____

Name: _____

Title: _____



**DICKINSON ECONOMIC
DEVELOPMENT CORPORATION**

By: _____

Name: _____

Title: President, Board of Directors

ATTEST:

By: _____

Name: _____

Title: Secretary, Board of Directors

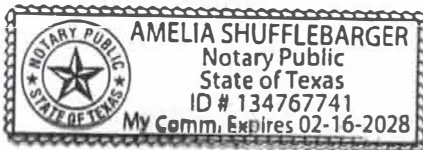
ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF Texas §

This instrument was acknowledged before me on the 5th day of June
2025, by
Donna Sanders PC, the owner / president
of ALINE MEDICAL CENTER, PLLC, a company authorized to do business in the State
of Texas, for and on behalf of said company.

Amelia Shufflebarger
Notary Public in and for the State of

(SEAL)



Texas My Commission Expires: 2-16-28

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF
GALVESTON §

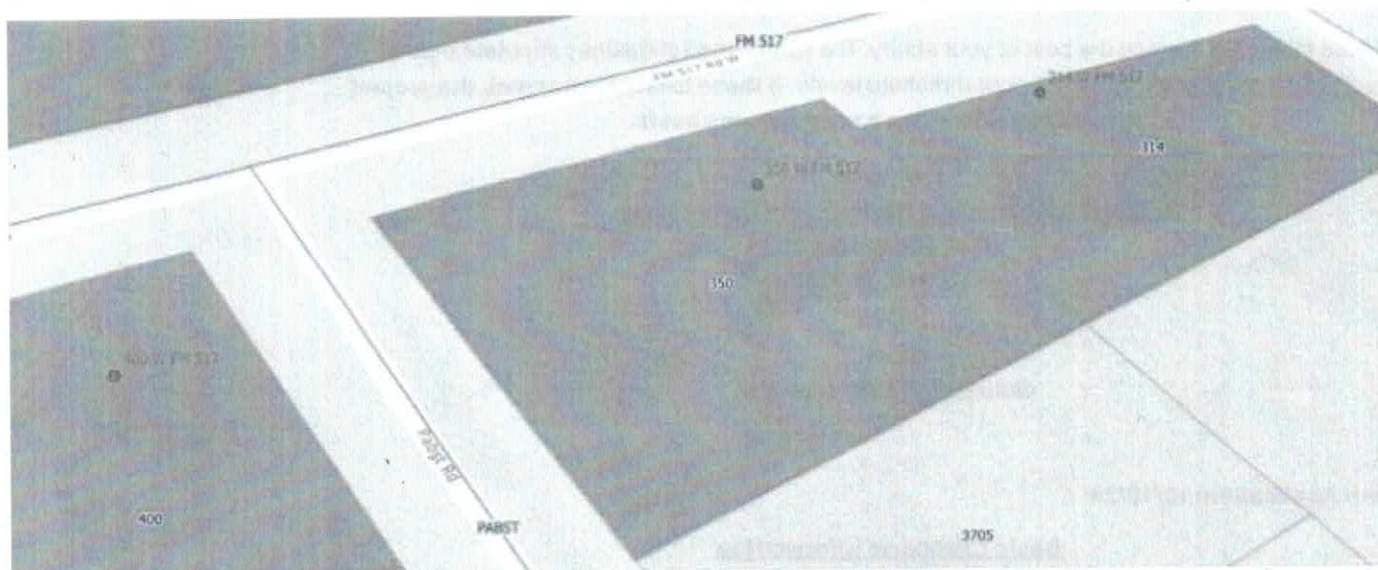
This instrument was acknowledged before me on the _____ day of _____
2025, by _____
_____, President of the Board of Directors of the
Dickinson Development Corporation, for and on behalf of said Corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

EXHIBIT A





Incentive Request Application

Please fill out the form to the best of your ability. The established guidelines stipulate that all projects must meet or exceed minimum threshold levels. **If these levels are not met, the project may be considered on a case-by-case basis.**

Deliver to:

Dickinson Economic Development Corporation
4403 State Hwy 3
Dickinson, TX 77539

OR

Email:

dfunk@dickinsontexas.gov

Date of Application: 12/19/24

Basic Company Information

Company Name: Wellness First Medical Center

Type of Business: Medical practice

North American Industry Classification System (NAICS) Code
(<https://www.census.gov/naics/>): 621310

Company Website (if applicable): <https://www.wellnessfirstmedicalcenter.com/>

Company Facebook (if applicable): <https://www.facebook.com/WellnessFirstMedicalCenter>

Company Instagram (if applicable): <https://www.instagram.com/wellnessfirstmedicalcenter/>

Any Other Company Social Media Pages (if applicable): <https://x.com/WellnessFirstTX>

Mailing Address: 350 FM 517 West

City, State, ZIP Code: Dickinson, TX 77539

Your Name & Title: Donna Sanders, DC

Email Address: [REDACTED]

Phone Number: [REDACTED]

Current Company Details/Data

Short Description of Company: Integrated Medical Clinic

Number of CURRENT Employees:

Full Time: 6 **Part-time:**

Avg. Annual Salaries/Hourly Wages: \$50,858 not including owner

Current Total Annual Payroll: \$300,880.00 not including owner

Type of Ownership:

Corporate: ☒ **Partnership:** ☐ **Proprietorship:** ☐

Name of Owners: Donna Sanders, DC and Dorothy Merritt, MD

Corporate Headquarters Address (if applicable): 350 FM 517 West, Dickinson, TX 77539

PLEASE ATTACH MOST RECENT ANNUAL FINANCIAL STATEMENT FOR THE PAST 3 YEARS.

Project Information

Project Address: 350 FM 517 West, Dickinson, TX 77539

Type of Facility:

Distribution: ☐ **Development:** ☐ **Manufacturing:** ☐ **Service:** ☒

Entertainment/Food Service: ☐ **Other (Specify):** ☐

Project Description

New: ☐ **Expansion:** ☒ **Modernization:** ☐

Has the Applicant ever been loaned/granted funds by the DEDC? No. **If so, in what amount, when, and how were the funds spent?** NO

Is the Applicant contractually obligated to achieve the purpose above? NO

Owner's financial contribution to the project, if any: \$150,000 expansion is planned

If this application is not approved, will the Applicant still pursue the project? Yes, but due to current financial situation, will not be able to do it for a long time.

Please provide a detailed description of the project: Adding a paved driveway to aid in accessibility and expanding building for future growth.

Please explain in detail how DEDC funds will be applied to the project (a detailed budget may be attached): DEDC will be funding a new access road into the facilities' parking lot. An approved city vendor has submitted a bid of \$21,000 for this project.

Please provide a detailed summary of how the project would contribute to the economic prosperity of Dickinson, Texas: This project will retain jobs in Dickinson as well as allow traffic flow/access to the business so we can execute an expansion of service offerings that will generate new jobs in Dickinson.

Economic Information

New Jobs Created

Annual Payroll

At opening: Job retention of 3

\$145k

At 3 years: 4-5. A Rehab Technician: \$40-50K, Therapy Assistant: \$30-40K, Associate Chiropractor: \$50-100K, Nurse Practitioner: \$90-100K

At 5 years: _____

New jobs filled by Dickinson residents

Full Time: TBD- due to licensing requirements

Part-time: None

Estimated Annual Number of Visitors to Facility: 10,000

Estimated annual sales: \$1,200,000.00

Estimated number of sales taxes to be paid annually: N/A no sales on healthcare

Estimate increase in taxable sales as a result of the project: N/A

Is this a job retention initiative? Yes ☒ No ☐

If yes, describe the potential job loss without this project: The last few years since the pandemic has been a struggle to stay open. We started getting stronger and then TXDot installed the new medians. Now elderly patients are wanting to avoid coming here because of the dangers of trying to get into my parking lot, which the medians are blocking the entrance to. As a result, patients and the general public have started driving through the grass immediately next to the stop sign and the 517 intersection. This is creating a whole new dangerous situation.

Operations

Total Annual Operating Budget: [REDACTED]

Value of materials purchased for operations (excluding inventory): [REDACTED]

Percentage of materials bought in Dickinson: [REDACTED]

Average annual cost of each utility

- a. Electricity: [REDACTED]
- b. Telephone: [REDACTED]
- c. Cable: [REDACTED]
- d. Natural Gas: [REDACTED]
- e. Sanitation: \$ _____
- f. Water & Sewer: [REDACTED]

Signatures

Authorized Company Representative

Signed Name: Dr Donna Sanders, DC
Printed Name: DR DONNA SANDERS, DC
Title: Owner / President
Address: 350 FM 577 Rd. W., Dickinson, TX 77539
Email: dsanders@baycolonychiro.com
Phone: 713-927-6354

PLEASE ATTACH

- A. Last 3 years of business financial statements.
- B. Detailed budget of funds to be spent (if applicable).
- C. Any other supporting documentation you deem necessary.

Dickinson Economic Development Corporation
Agenda Item Data Sheet
7.B

MEETING DATE: June 16, 2025

TOPIC:	Consideration and possible action to sponsor the Bayou Friends Forever Inc. Black Tie Texas Gala.
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BACKGROUND:

RECOMMENDATION:

ATTACHMENTS: • BTT.pdf

FUNDING ISSUES:

FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Kaitlyn McMillan	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL NO	READINGS PASSED	OTHER



BLACK TIE TEXAS

SPONSORSHIP MENU

\$10,000 UNDERDOG (TITLE) SPONSOR

Title sponsorship, Sponsorship gift bags for all guests, Two Tables: 16 tickets (includes premium dinner) Reserved Table and Priority Seating, 16 Drink Tickets, Media Mentions, Signage and Program Inclusion, 1 case of 6666 Grit and Glory, a Plaque, a Framed Team Photo and 16 Raffle Tickets, Commemorative Belt Buckle, Premium Photo Portrait, Express Bar Access, Premium Cocktail Hour with Private Campfire Pre-Show with Four Sixes Showcase Artists, One Complimentary Whiskey Tasting Per Guest

\$5,000 TOP DOG SPONSOR

8 tickets (includes dinner) Reserved Table and Priority Seating, 16 Drink Tickets, Media Mentions, Signage and Program Inclusion, 1 case of 6666 Grit and Glory, Commemorative Belt Buckle, 16 Raffle Tickets, Express Bar Access

\$2,500 FAT CAT SPONSOR

8 tickets (includes dinner) Reserved Table, 16 Drink Tickets, Media Mentions, Signage and Program Inclusion, 1 case of 6666 Grit and Glory, a Commemorative Belt Buckle, and 16 Raffle Tickets

\$750 LUCKY DOG SPONSOR

4 tickets (includes dinner) Reserved Table, 8 Drink Tickets, Signage and Program Inclusion, 8 Raffle Tickets

Dickinson Economic Development Corporation
Agenda Item Data Sheet
7.C

MEETING DATE: June 16, 2025

TOPIC:	Consideration and possible action to enter into a contract with Flintco for the construction of the Water Street Parking Garage.
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BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:	• Dickinson Contract final_gh.pdf
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FUNDING ISSUES:

FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Kaitlyn McMillan	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL NO	READINGS PASSED	OTHER

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between The City of Dickinson Economic Development Cooperation ("Owner") and Flintco LLC ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction of a two-story parking garage and associated civil infrastructure located at or about 3747 Medical Park Drive, Dickinson, TX 77539

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Two-Story parking garage and associated civil infrastructure.

ARTICLE 3—ENGINEER

3.01 The Owner has retained Kimley-Horn and Associates ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Kimley-Horn and Associates ("Engineer")

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before 365 calendar days after notice to proceed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 365 days after notice to proceed.

4.04 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1: To be established with Owner
2. Milestone 2: To be established with Owner
3. Milestone 3: To be established with Owner

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner \$100.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$100.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Milestones*: Contractor shall pay Owner \$50.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
 4. *Liquidated damages* (\$500.00 a day) for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of \$5,356,000.00.
All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Additional mild reinforcing steel	Lbs	500	\$ MKT Rate	\$
2	Crack epoxy injection	LF	500	\$ MKT Rate	\$
				\$	\$
				\$	\$
				\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment)\$1,071,200.00.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 1st ("FIRST") day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **[10]** percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. **[10]** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95%** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **2%** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of 6% percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.

2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of **35** sheets with each sheet bearing the following general title: Water Street Dickinson Parking Structure
7. Drawings listed on the attached sheet index.
8. Addenda (numbers 1 to 2, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Summary of General Conditions
 - b. Schedule of Values
 - c. Construction Schedule
 - d. Key Personnel
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
11. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
12. There are no Contract Documents other than those listed above in this Article 7.
13. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner,

(b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **June 15, 2025** (which is the Effective Date of the Contract).

Owner:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Flintco LLC

(typed or printed name of organization)

By: _____
(individual's signature)

Date: 6/09/2025

(date signed)

Name: Joel Lester

(typed or printed)

Title: Vice President / Area Manager

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

2501 Central Parkway, Suite A-19,
Houston TX 77092

Designated Representative:

Name: Gerald Herd

(typed or printed)

Title: Project Director

(typed or printed)

Address:

2501 Central Parkway, Suite A-19,
Houston TX 77092

Phone: (281)785-5087

Email: gerald.herd@flintco.com

License No.: NA

(where applicable)

State: Texas

Dickinson Economic Development Corporation
Agenda Item Data Sheet
8.A

MEETING DATE: June 16, 2025

TOPIC:	Section 551.071. Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, to wit; ending the contract with StructureTone Southwest for the construction of the Dickinson Picnic Grounds.
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BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:

FUNDING ISSUES:
FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Kaitlyn McMillan	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL NO	READINGS PASSED	OTHER

Dickinson Economic Development Corporation
Agenda Item Data Sheet
8.B

MEETING DATE: June 16, 2025

TOPIC:	Section 551.071. Consultation with Attorney regarding pending litigation, to wit: Branch Construction Group v. Dickinson Economic Development Corporation.
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BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:

FUNDING ISSUES:

FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Kaitlyn McMillan	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL NO	READINGS PASSED	OTHER

Dickinson Economic Development Corporation
Agenda Item Data Sheet
8.C

MEETING DATE: June 16, 2025

TOPIC:	Section 551.072. Deliberate the purchase, exchange, lease, or value of real property.
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BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:

FUNDING ISSUES:

FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Kaitlyn McMillan	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
NO		

Dickinson Economic Development Corporation
Agenda Item Data Sheet
9.A

MEETING DATE: June 16, 2025

TOPIC:	Texas Government Code Section 551.071. Consideration and possible action on ending the contract with StructureTone Southwest for the construction of the Dickinson Picnic Grounds.
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BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:

FUNDING ISSUES:

FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Kaitlyn McMillan	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
NO		

Dickinson Economic Development Corporation
Agenda Item Data Sheet
9.B

MEETING DATE: June 16, 2025

TOPIC:	Texas Government Code Section 551.071. Consideration and possible action regarding pending litigation, to wit: Branch Construction Group v. Dickinson Economic Development Corporation.
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BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:

FUNDING ISSUES:

FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Kaitlyn McMillan
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CITY MANAGER APPROVAL:

ACTIONS TAKEN		
APPROVAL NO	READINGS PASSED	OTHER

Dickinson Economic Development Corporation
Agenda Item Data Sheet
9.C

MEETING DATE: June 16, 2025

TOPIC:	Texas Government Code Section 551.072. Consideration and possible action regarding the purchase, exchange, lease, or value of real property.
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BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:

FUNDING ISSUES:
FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Kaitlyn McMillan	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
NO		