

Mark Townsend, President
Mike Reinschmidt, Vice President
Darrell Carney, Secretary
Scott Shrader

AGENDA
City of Dickinson
**DICKINSON ECONOMIC
DEVELOPMENT
CORPORATION AND CITY
COUNCIL SPECIAL JOINT
MEETING**

Kerry Neves
Bert Trotta
Elton Robbins

November 1, 2010

NOTICE is hereby given of a **REGULAR MEETING** and a **SPECIAL JOINT MEETING** of the Dickinson Economic Development Corporation with the Dickinson City Council for the City of Dickinson, County of Galveston, State of Texas, to be held on **Monday, November 1, 2010**, at **7:00 p.m.** at: 4403 Highway 3, Dickinson, Texas 77539 for the purpose of considering the following numbered items. The Dickinson Economic Development Corporation of the City of Dickinson, Texas, reserves the right to meet in a closed session on any of the below items should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

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

ITEM 2.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:

- A. Approval of the Minutes of Dickinson Economic Development Corporation Regular Scheduled meeting of July 26, 2010.
- B. Approval of the Minutes of Dickinson Economic Development Corporation Regular Scheduled meeting of October 7, 2010.

ITEM 3.) BRIEFING AND DISCUSSION CONCERNING: Executive Director's Update.

- A. Development Update
- B. Public Works Project Update
- C. Update on "Holiday Express" Train Show
- D. President's Update

ITEM 4.) PUBLIC HEARING: Regarding Financial Participation In An Amount of \$45,000.00 As Part of New Construction of La Frontera Mexican Restaurant To Be Located at 3020 State Highway 3 (Northwest Corner of Deats Road and State Highway 3) and Addition Thereof to FY 2010-2011 Projects.

- A. Presentation of Proposal for Financial Participation**
- B. Those in Favor**
- C. Those Opposed**
- D. Adjournment of Public Hearing**

ITEM 5.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of Financial Participation In An Amount of \$45,000.00 As Part of New Construction of La Frontera Mexican Restaurant To Be Located at 3020 State Highway 3

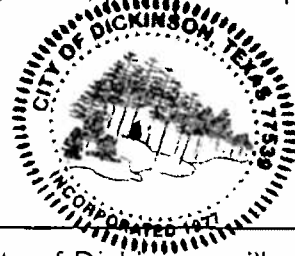
(Northwest Corner of Deats Road and State Highway 3) to FY 2010-2011 Projects.

- ITEM 6.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Economic Development Agreement By Dickinson Economic Development Corporation, and La Frontera Mexican Restaurant, Inc.
- ITEM 7.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Quarterly Financial and Investment Report.
- ITEM 8.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Change Order in amount of \$7,500.00 to the "Dickinson Historic Railroad Center Re-Roof Project" located at 218 FM 517 West.
- ITEM 9.) DISCUSSION AND TRAINING REGARDING:** Role and Duties of Economic Development Corporation and its Directors and City Council
- ITEM 10.) ADJOURN**

CERTIFICATION

This is to certify that a copy of the Notice of the Dickinson Economic Development Corporation Meeting for November 1, 2010, was posted on the bulletin board at City Hall, 4403 Highway 3, Dickinson, Texas, on this 26th day of October, 2010, prior to 7:00 p.m.


Carol McLemore, City Secretary



In compliance with the Americans with Disabilities Act, the City of Dickinson will provide reasonable accommodations for disabled persons attending Dickinson Economic Development Corporation Meetings. Requests should be received at least 24 hours prior to the scheduled meeting, by contacting the City Secretary's office at 281-337-6217, or by FAX at 281-337-6190.

Jasper Liggio, President
Mike Reinschmidt, Vice President
Darrell Carney, Secretary
Scott Shrader

MINUTES
City of Dickinson
**Dickinson Economic
Development Corporation
MEETING**

Mark Townsend
Bert Trotta
Elton Robbins

July 26, 2010

The Dickinson Economic Development Board of Directors met in a duly called and announced **REGULAR RESCHEDULE MEETING** on **MONDAY, JULY 26, 2010**. The meeting was held in the City Council Chambers located at 4403 Highway 3, Dickinson, Galveston County, Texas, and was held for the purpose of considering the following items:

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

Jasper Liggio called the meeting to order at 7:00 p.m. Executive Director Angela Forbes called roll and certified a quorum. Members present were as follows: Jasper Liggio, Mark Townsend, Mike Reinschmidt, Scott Shrader, Bert Trotta and Elton Robbins. Absent was Darrell Carney. Also present were Director of Public Works, Kellis George and Finance Director Mary Young.

ITEM 2.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Request for Financial Participation in Proposed New Construction of La Frontera Mexican Restaurant.

Julie Johnston explained the request for Financial Participation in Proposed New Construction of La Frontera Mexican Restaurant. Ms. Johnston stated that she has been working with Ms. Norma Quinteros, Vice President of La Frontera to identify problems she has encounter in moving forward with this project. Ms. Norma Quinteros stated the La Frontera purchased the property in 2009 and the property is located at 3020 State Highway 3. La Frontera desires to demolish the existing building, remove the old gas pumps, and construct a new building approximately 5000 square feet in size and \$150,000.00 in new construction value.

Elton Robbins made a motion to approve \$25,000 for Demolition Cost, \$40,000 for parking lot construction, \$5,000 towards purchase for Commercial-grade Vent-A-Hood and \$5,000 towards purchase for Commercial-grade for Grease Trap.
No second was made. Motion Failed

Mike Reinschmidt made a motion to approve \$20,000 for Demolition Cost, \$20,000 for parking lot construction, \$15,000 Vent-A-Hood and \$15,000 Grease Trap. Elton Robbins seconded the motion.

VOTE:

**2 AYES (Reinschmidt, Robbins)
4 NAYS (Shrader, Liggio, Shrader, Townsend)
MOTION FAILED.**

Mark Townsend made a motion to approve \$25,000 for Demolition Cost and \$20,000 for parking lot construction. Elton Robbins seconded the motion.

VOTE:

**3 AYES (Reinschmidt, Robbins, Townsend)
3 NAYS (Shrader, Liggio, Trotta)
MOTION FAILED.**

Mike Reinschmidt made a motion to approve for \$20,000 for Demolition Cost and \$20,000 for parking lot construction. Elton Robbins seconded the motion.

VOTE:

**2 AYES (Reinschmidt, Robbins)
4 NAYS (Shrader, Liggio, Trotta, Townsend)
MOTION FAILED.**

Mark Townsend made a motion to approve \$25,000 for Demolition Cost and \$20,000 towards purchase for Commercial-grade Grease Trap. Mike Reinschmidt seconded the motion.

**4 AYES (Reinschmidt, Robbins, Townsend, Liggio)
2 NAYS (Shrader, Trotta)
MOTION PASSED.**

ITEM 3.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:

- A. Approval of the Minutes of Dickinson Economic Development Corporation Regular Scheduled meeting of May 6, 2010.
- B. Approval of the Minutes of Dickinson Economic Development Corporation Special Workshop meeting of June 17, 2010.

Bert Trotta made a motion to approve the May 6, 2010 and June 17, 2010 Meeting Minutes. The motion was seconded by Mike Reinschmidt. The motion passed unanimously.

VOTE:

**6 AYES (Townsend, Reinschmidt, Trotta, Liggio, Shrader, Robbins)
0 NAYS
MOTION CARRIED.**

ITEM 4.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Election of 2010-2011 Officers.

- A. President
- B. Vice President
- C. Secretary

Elton Robbins made a motion to elect Mark Townsend as President of the Dickinson Economic Development Corporation. Bert Trotta seconded the motion.

VOTE:

6 AYES (Townsend, Trotta, Robbins, Shrader, Reinschmidt, Liggio)

0 NAYS

MOTION PASSED.

Scott Shrader made a motion to elect Mike Reinschmidt as Vice President and Darrell Carney as Secretary. Elton Robbins seconded the motion.

VOTE:

6 AYES (Townsend, Trotta, Robbins, Shrader, Reinschmidt, Liggio)

0 NAYS

MOTION PASSED.

ITEM 5.) BRIEFING AND DISCUSSION CONCERNING: Executive Director's Update.

- A. Development Update
- B. Update on Dickinson Youth Summer Camps
- C. International Council of Shopping Centers – 2010 Texas Conference
- D. President's Update

Angela Forbes gave a briefing on the current city and economic development projects. Board members took no formal action in this matter.

ITEM 6.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Fiscal Year 2010-2011 Budget.

Mark Townsend made motion to table the discussions on Fiscal Year 2010-2011 Budget and schedule a DEDC Budget Workshop for Monday, August 2, 2010 Mike Reinschmidt seconded the motion.

VOTE:

6 AYES (Townsend, Trotta, Robbins, Shrader, Reinschmidt, Liggio)

0 NAYS

MOTION PASSED.

ITEM 7.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Selection and Approval of Infrastructure Projects for Fiscal Year 2010-2011.

Jasper Liggio made a motion to approve:

½ Elm Street (From FM 517 East to end of street)

½ Birch Street (From FM 517 East to end of street)

Timber Drive (South of FM 517 East to end of street)

Water Street (I-45 South Feeder Road to Hughes Lane)

Scott Shrader seconded the motion.

VOTE:

6 AYES (Townsend, Trotta, Robbins, Shrader, Reinschmidt, Liggio)

0 NAYS

MOTION PASSED.

ITEM 8.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of City Staff Positions, Percentages of Salaries, and Maintenance and Operation Expenses to be Funded for Fiscal Year 2010-2011.

Mark Townsend made motion to table the discussions on City Staff Positions, Percentages of Salaries, and Maintenance and Operation Expenses to be Funded for Fiscal Year 2010-2011 until DEDC Budget workshop on Monday, August 2, 2010. Mike Reinschmidt seconded the motion.

VOTE:

6 AYES (Townsend, Trotta, Robbins, Shrader, Reinschmidt, Liggio)

0 NAYS

MOTION PASSED.

ITEM 9.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of a Contract Between Dickinson Economic Development Corporation and Keep Dickinson Beautiful, Inc. for Fiscal Year 2009-2010.

Mike Reinschmidt Made a motion to approve the Contract Between Dickinson Economic Development Corporation and Keep Dickinson Beautiful, Inc. for Fiscal Year 2009-2010. Jasper Liggio seconded the motion.

VOTE:

6 AYES (Townsend, Trotta, Robbins, Shrader, Reinschmidt, Liggio)

0 NAYS

MOTION PASSED.

ITEM 10.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of a Contract Between Dickinson Economic Development Corporation and Keep Dickinson Beautiful, Inc. for Fiscal Year 2010-2011.

Mike Reinschmidt made a motion to approve the Contract Between Dickinson Economic Development Corporation and Keep Dickinson Beautiful, Inc. for Fiscal Year 2010-2011. Scott Shrader seconded the motion.

VOTE:

6 AYES (Townsend, Trotta, Robbins, Shrader, Reinschmidt, Liggio)

0 NAYS

MOTION PASSED.

ITEM 11.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Quarterly Financial and Investment Report.

Mary Young gave the Quarterly Financial and Investment Report.

Jasper Liggio made a motion to accept the Quarterly Financial and Investment Report. Mike Reinschmidt seconded the motion.

VOTE:

6 AYES (Townsend, Trotta, Robbins, Shrader, Reinschmidt, Liggio)

0 NAYS

MOTION PASSED.

ITEM 12.) EXECUTIVE (CLOSED) SESSION – The Dickinson Economic Corporation will hold a closed executive meeting pursuant to the provision of Chapter 551, Government Code, Vernon’s Texas Codes annotated, in accordance with the authority contained in:

President Mark Townsend recessed the meeting into Executive Session at 7:53 p.m.

- A. Section 551.072 – Deliberation regarding Real Property – Discussion regarding the purchase, exchange, lease or value of real property.**
- B. Section 551.074 – Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of the Executive Director.**

ITEM 13.) RECONVENE

President Mark Townsend reconvened the meeting at 8:17 p.m.

ITEM 14.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Matters Discussed in Executive Session.

No action was taken.

ITEM 15.) ADJOURN

Scott Shrader made a motion to adjourn the meeting at 8:32 p.m. Mike Reinschmidt seconded the motion.

VOTE:

6 AYES (Townsend, Trotta, Robbins, Shrader, Reinschmidt, Liggio)

0 NAYS

MOTION PASSED.

PASSED, APPROVED AND ADOPTED this the 2nd day of September, 2010.

Mark Townsend, President

Mark Townsend, President
Mike Reinschmidt, Vice President
Darrell Carney, Secretary
Scott Shrader

MINUTES
City of Dickinson
**Dickinson Economic
Development Corporation**
MEETING

Kerry Neves
Bert Trotta
Elton Robbins

October 7, 2010

The Dickinson Economic Development Board of Directors met in a duly called and announced **REGULAR MEETING** on **THURSDAY, OCTOBER 7, 2010**. The meeting was held in the City Council Chambers located at 4403 Highway 3, Dickinson, Galveston County, Texas, and was held for the purpose of considering the following items:

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

Mark Townsend called the meeting to order at 7:15 p.m. Executive Director Angela Forbes called roll and certified a quorum. Members present were as follows: Mark Townsend, Mike Reinschmidt, Elton Robbins Darrell Carney and Bert Trotta. Absent was Scott Shrader and Mike Reinschmidt. Also present was Chief Financial Officer, Mary Young.

ITEM 2.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:

A. Approval of the Minutes of Dickinson Economic Development Corporation Regular Scheduled meeting of September 2, 2010.

Darrell Carney made a motion to approve the September 2, 2010 Meeting Minutes. The motion was seconded by Kerry Neves. The motion passed unanimously.

VOTE:

5 AYES (Carney, Townsend, Trotta, Neves, Robbins)

0 NAYS

MOTION CARRIED.

ITEM 3.) BRIEFING AND DISCUSSION CONCERNING: Executive Director's Update.

- A. Development Update
- B. Public Works Project Update
- C. Update on "Holiday Express" Train Show
- D. International Council of Shopping Centers – 2010 Texas Conference
- E. Status of La Frontera Mexican Restaurant Economic Development Agreement
- F. President's Update

Angela Forbes and Mark Townsend gave a briefing on the current city and economic development projects. Board members took no formal action in this matter.

ITEM 4.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Possible Change of Regular Monthly Meeting Date and Time.

Elton Robbins made a motion to Change the Regular Monthly Meeting Date and Time to the First Monday of each month at 7PM. The motion was seconded by Darrell Carney. The motion passed unanimously.

VOTE:

5 AYES (Carney, Townsend, Trotta, Neves, Robbins)

0 NAYS

MOTION CARRIED.

ITEM 5.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of Agreement for Joint Use of Parking Facilities between Dickinson First United Methodist Church, City of Dickinson and Dickinson Economic Development Corporation.

Darrell Carney abstained from voting on Item 5 due to conflict of interest. Mr. Carney serves on the Capital Campaign Committee for Dickinson First United Methodist Church.

Kerry Neves made a motion to approve the Agreement for Joint Use of Parking Facilities between Dickinson First United Methodist Church, City of Dickinson and Dickinson Economic Development Corporation. The motion was seconded by Elton Robbins. The motion passed.

VOTE:

4 AYES (Townsend, Trotta, Neves, Robbins)

0 NAYS

MOTION CARRIED.

ITEM 6.) PUBLIC HEARING: Regarding addition of the "Dickinson Historic Railroad Center Re-Roof Project" located at 218 FM 517 West in the amount of \$79,812.00 to FY 2010-2011 Projects.

Mark Townsend called the Public Hearing to order at 7:18pm.

A. Those in Favor

No comments were made

B. Those Opposed

No Comments were made

C. Adjournment of Public Hearing

Mark Townsend closed the Public Hearing to order at 7:19pm.

ITEM 7.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of "Dickinson Historic Railroad Center Re-Roof Project" located at 218 FM 517 West in the amount \$79, 812.00 to FY 2010-2011 Projects.

After some discussion, Darrell Carney made a motion to approve "Dickinson Historic Railroad Center Re-Roof Project" located at 218 FM 517 West in the amount \$79, 812.00 to FY 2010-2011 Projects. The motion was seconded by Elton Robbins. The motion passed.

VOTE:

3 AYES (Carney, Neves, Robbins)

2 NAYS (Townsend, Trotta)

MOTION CARRIED.

ITEM 8.) DISCUSSION AND DIRECTION CONCERNING: Scope of work for Economic Development Consultant John Kroll of HRWK, Inc. (Formerly Celero Group).

The Board discussed Scope of work for Economic Development Consultant John Kroll of HRWK, Inc. After some discussion consensus of the Board Members was to request Mr. Kroll at the December DEDC Meeting.

ITEM 9.) DISCUSSION AND DIRECTION CONCERNING: Activities of Dickinson Economic Development Corporation Strategic Planning Subcommittee.

Darrell Carney spoke regarding activities of Dickinson Economic Development Corporation Strategic Planning Subcommittee. After some discussion the consensus of the Board Members was they would like to see additional presentations from Consulting Firms for Strategic Planning Services.

ITEM 10.) EXECUTIVE (CLOSED) SESSION – The Dickinson Economic Corporation will hold a closed executive meeting pursuant to the provision of Chapter 551, Government Code, Vernon's Texas Codes annotated, in accordance with the authority contained in:

A. Section 551.072 – Deliberation regarding Real Property – Discussion regarding the purchase, exchange, lease or value of real property.

President Mark Townsend recessed the meeting into Executive Session at 8:18 p.m.

ITEM 11.) RECONVENE

President Mark Townsend reconvened the meeting at 8:47 p.m.

ITEM 12.) ADJOURN

Bert Trotta made a motion to adjourn the meeting at 8:48 p.m. Elton Robbins seconded the motion.

VOTE:

5 AYES (Townsend, Trotta, Carney, Neves, Robbins)

0 NAYS

MOTION PASSED.

PASSED, APPROVED AND ADOPTED this the 7th day of October, 2010.

Mark Townsend, President

3rd Annual "Holiday Express" Model Train Show & Winter Festival

PRESENTED BY:
DICKINSON HISTORICAL SOCIETY &
DICKINSON ECONOMIC DEVELOPMENT CORPORATION

Come Meet Santa Claus and Join Us For a Day
of Model Trains, Train Rides, Arts & Crafts
Show, Music, Food, and Much More!

All Aboard!!!!

Get on Board!!!!

Historic Railroad Center
218 FM 517 West
Dickinson, Texas 77539



Saturday, December 11 10:00 - 5:00
Sunday, December 12 1:00 - 5:00
General Admission \$1.00



Sponsored by: MaximGroup, Mackey Mechanical

**Model Trains Provided By: Galveston County Model Railroad Club
and Dr. Mike Magliolo**

For more information, call the City of Dickinson, Department of
Tourism & Museum at 281-534-4367, or e-mail
aforbes@ci.dickinson.tx.us.



ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (hereafter the "Agreement") is made and entered into as of the ____ day of _____, 2010, by and between the Dickinson Economic Development Corporation, a development corporation created by the City and existing pursuant to the Development Corporation Act, Article 5190.6, §4B, Texas Revised Civil Statutes, now codified in Chapters 501 to 505 of the Texas Local Government Code, (hereafter "DEDC"), and La Frontera Mexican Restaurant, Inc., a Texas Domestic For-Profit Corporation (hereafter "Developer"), collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Developer owns a certain tract of land, all of which is located within the corporate limits of the City of Dickinson and is more particularly described as Abstract 19 Perry & Austin, Lot 7-8, Block Moore's Addition, being .344 acres and all improvements, also known as 3020 Highway 3, Dickinson, Texas (the "Property"); and

WHEREAS, Developer desires to construct/remodel a restaurant (the "Project") on the Property; and

WHEREAS, pursuant to Chapter 505 of the Texas Local Government Code, economic development corporations are authorized to establish and administer programs to promote economic development and to stimulate business and commercial activities; and

WHEREAS, DEDC acknowledges that construction of the Project can be reasonably anticipated to act as a catalyst for further economic development and provide increased employment within the City; and

WHEREAS, DEDC desires to establish, pursuant to the terms of this Agreement, an economic development program to induce Developer to proceed with the planning and implementation of the Project; now therefore,

FOR AND IN CONSIDERATION of the mutual promises, covenants, and agreements herein, the Parties agree as follows:

I. Inducements by DEDC.

A. Cumulative Value of Inducement Package. It is hereby agreed and stipulated that the cumulative value of the various inducements provided to Developer hereunder by DEDC is \$45,000.00.

B. Reimbursement of Eligible Project Costs by DEDC. DEDC will reimburse Developer up to \$45,000.00 for eligible project costs for the Project. Eligible infrastructure costs shall include those expenditures for infrastructure as described and authorized in Section 501.103 of the Texas Local Government Code. The Parties agree and stipulate that the list of expenditures set forth in Exhibit "A" attached hereto and made a part hereof are eligible project costs under such statute. DEDC shall submit such payment to Developer within thirty (30) days following the submission of receipts and/or invoices for eligible project costs and required "project" designations pursuant to Chapter 505 of the Texas Local Government Code. Notwithstanding the foregoing, it is recognized and agreed by all parties that the assumption of, and reimbursement for, eligible project costs by DEDC as set forth in this Paragraph I are subject to, and specifically conditioned upon, the designation of such expenditures as an authorized project by DEDC as required by Chapter 505 of the Texas Local Government Code.

Invoices evidencing expenditures of such sums for infrastructure development shall be provided by Developer.

II. Performance by Developer.

A. Construction of Project. Developer will develop, or cause to be developed, a building which may be used for a restaurant. The value of improvements to be constructed will be not less than \$150,000.00.

B. Employment. Developer currently employs, and will continue to employ, no less than seven (7) full-time employees for a period of at least four (4) years following the execution of this Agreement.

III. Recapture for Default. Should Developer fail to meet any of the performance standards contained in Paragraph II of this agreement, Developer shall return to the DEDC all sums advanced by the DEDC pursuant to this Agreement.

IV. Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. Venue for any action arising out of this Agreement shall be in Galveston County, Texas.

V. Notices. Any notice hereunder shall be given in writing to the party for whom it is intended, in person or by certified mail, at the following addresses or such future addresses as may be designated in writing:

If to Developer:

Ms. Norma Quinteros
La Frontera Mexican Restaurant, Inc.
2301 Highway 3
Dickinson, Texas 77539

If to DEDC:

Executive Director
Dickinson Economic Development Corporation
218 FM 517 West
Dickinson, Texas 77539

Notice shall be deemed received upon actual receipt or upon refusal of receipt.

VI. Assignment and Succession. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and assigns of the respective parties. All rights hereunder may be assigned by Developer without restriction to any wholly owned subsidiary or affiliate of Developer or other entity controlled by Developer or by a subsidiary or affiliate of Developer, provided that notice of each assignment shall be given in writing to DEDC, but no other assignment shall be effective without the DEDC's written approval and consent. Such approval shall not be unreasonably withheld.

VII. Time of Essence. Time is of the essence of this Agreement. However, in the event the date specified or computed under this Agreement for the performance of an obligation by any party, or for the occurrence of any event provided herein, shall be a Saturday, Sunday or "legal holiday" (defined for purposes hereof as any holiday observed by the County), then the date of such performance or occurrence shall automatically be extended to the next calendar day that is not a Saturday, Sunday or legal holiday.

VIII. Modification/Entire Agreement Expressed. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated, and signed by the Parties. This Agreement constitutes the entire agreement between

the parties. No party shall be bound by any term, conditions, statement, or representations, oral or written, not herein contained.

IX. Severability. If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby; and in lieu of such illegal, invalid, or unenforceable term or provision, there shall be added automatically to this Agreement, a legal, valid, or enforceable term or provision, as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

X. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraph contained herein.

XI. Operations. It is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to either commence the operation of a business or thereafter continuously operate a business on the Property. The DEDC and Developer acknowledge and agree that Developer may, at its sole discretion and at any time, cease the operation of its business on the Property and DEDC hereby waives any legal action for damage or for equitable relief which might be available because of such cessation of business activity by Developer except as specifically set forth in this Agreement. Provided, however, if Developer fails to construct the facilities contemplated by the Project, Developer agrees to reimburse the DEDC for all costs expended by the DEDC or for which they are legally obligated to expend, as a result of its or their performance of this Agreement. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, or other

entity between DEDC and Developer, with regard to the Project, and DEDC shall not have any right hereunder to control the operation of Developer or the Project.

XII. Future Expansions. DEDC and Developer agree that subsequent expansions, modifications or renovations of the Project shall each be considered new and separate developments apart and unique from the original development described in this Agreement.

XIII. Agreement Product of Negotiation. The Parties agree that this Agreement is the product of negotiation, that each Party has been represented by counsel of their own choosing, that each has freely entered into this Agreement after consulting with their counsel, and that this Agreement contains the terms and conditions requested and required by each. This Agreement shall be construed as having been drafted by all Parties and no term or provision shall be construed either in favor of or against a party on the basis that a party did or did not authorize this Agreement.

IN WITNESS WHEREOF, and as authorized respectively by the Board of Directors of the Dickinson Economic Development Corporation, and La Frontera Mexican Restaurant, Inc., the Parties have executed this Agreement effective the day and year first written above.

ATTEST:

Darrell Carney, Secretary

ATTEST:

, Secretary

Dickinson Economic Development Corporation

By: _____
Mark Townsend, President

La Frontera Mexican Restaurant, Inc.

By: _____

EXHIBIT "A"

Expenditures Deemed to be Eligible Project Costs Pursuant to Chapter 501 of the Texas Local Government Code

1. Up to \$25,000 toward demolition costs
2. Up to \$20,000 toward the purchase of an appropriately-sized, commercial-grade grease trap

THIS CONTRACT IS BEING MADE BASED UPON THE DISCUSSIONS AND AGREEMENTS BETWEEN THE PARTIES AND WITHOUT THE BENEFIT OF A TITLE SEARCH OR TITLE POLICY.

CONTRACT FOR DEED

Terms

Date: FEBRUARY 5th, 2009.

Seller: William H. King III and Shemika King, husband and wife

Seller's Mailing Address:

William H. King III and Shemika King
3014 Overland Trail, Dickinson
Galveston County

Buyers: Norma Quinteros and Rosa Flores

Buyers' Mailing Address:

Norma Quinteros
2301 Highway 3, Dickinson, Galveston County, Texas 77539
Galveston County

Rosa Flores
2301 Highway 3, Dickinson, Galveston County, Texas 77539
Galveston County

Property (including any improvements):

Abstract 19 Perry & Austin, Lot 7-8, Block Moores Addition, being .344 acres and all improvements, also known as 3020 Highway 3, Dickinson, Texas..

Reservations from Conveyance: Any and all on record.

Exceptions to Conveyance and Warranty: Any and all on record

Sale Price: One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00)

Down Payment: Twenty Thousand Hundred and No/100 Dollars (\$20,000.00)

Original Principal Balance: One Hundred Thirty Thousand and No/100 Dollars (\$130,000.00)

Contract for Deed – King to Quinteros

Annual Interest Rate: Eight Percent (8%)

Monthly Payment Amount (principal and interest): Interest only beginning March 1, 2009 in the amount of **Eight Hundred Fifty-Eight and 39/100 \$858.39 for twelve months**; Beginning March 1, 2010, the payments shall be **One Thousand One Hundred Ten and 85/100 Dollars (\$1,110.85)** for principal and interest and continuing on the 1st day of each month until all principal and interest has been paid in full.

Place for Payment: 3014 Overland Trail, Dickinson, Galveston, TX 77539

Date of First Monthly Payment: March 1, 2009 - \$858.39
March 1, 2010 - \$1,110.85

Maturity Date: February 1, 2029

Clauses and Covenants

A. Buyer agrees to -

1. Purchase the Property from Seller.
2. Pay Seller the Sale Price as follows:
 - a. the Down Payment on signing this contract; and
 - b. the Original Principal Balance plus interest at the Annual Interest Rate from the date of this contract in installments in the Monthly Payment Amount at the Place for Payment, or at such other place as Seller may direct, beginning on the Date of First Monthly Payment and continuing regularly on the same day of each following month until the Original Principal Balance plus interest has been paid. All unpaid amounts are due by the Maturity Date. Payments will be applied first to accrued interest and the remainder to the principal balance.
3. Pay, when due, all taxes and assessments on the Property after the date of this contract and furnish Seller copies of paid tax receipts annually. Taxes for the current year will be prorated as of the date of this contract.
4. Maintain a property insurance policy covering all improvements on the Property with Seller as a named insured and containing coverage amounts and other clauses as are reasonably required by Seller. Buyer will comply with the requirements of the policy.
5. Keep the Property in good repair and condition.
6. Allow Seller and Seller's agents to enter the Property at reasonable times to inspect the Property.

Contract for Deed – King to Quinteros

7. Reimburse Seller on demand if Buyer fails to perform Buyer's obligations and Seller incurs expenses, including attorney's fees, to perform or enforce them. Seller may instead elect to add such amounts to the principal balance and accrue interest at the Annual Interest Rate from the date of advancement.

8. Pay a late charge on any monthly payment Seller does not receive by the tenth day after it is due equal to the lesser of 8 percent of the late payment or the actual administrative cost of processing the late payment.

9. Obey all laws, ordinances, and restrictive covenants applicable to the Property.

10. Accept the Property in its present condition "AS IS," after having inspected the Property to Buyer's satisfaction.

11. Indemnify, defend, and hold Seller harmless from any loss, attorney's fees, court and other costs, other expenses, or claims arising out of Buyer's use of the Property.

12. Pay any additional ad valorem taxes and interest that become due as a penalty because of this transfer of the Property or a subsequent change in its use.

B. Buyer agrees not to -

1. Create or permit a nuisance or store, use, manufacture, or dispose of any hazardous substances, hazardous waste, toxic substance, or petroleum in, on, or under the Property.

2. Transfer Buyer's rights in this contract or the Property without the prior written consent of Seller.

3. Create or permit any lien on Buyer's interest in the Property, except for a lien securing a loan to place improvements, including utility improvements or fire protection improvements, on the Property.

C. Seller agrees to -

1. Sell the Property to Buyer.

2. After Buyer has paid all amounts due under this contract, deliver to Buyer a general warranty deed and an Owner Policy of Title Insurance subject to (a) the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, (b) the standard printed exceptions in the policy, and (c) any matter Buyer creates or permits.

3. Reimburse Buyer for Seller's prorated share of taxes when tax statements for the current year are received and pay any taxes owing for prior years.

D. Seller agrees not to -

1. Create or permit additional liens on the Property after the date of this contract, although Seller, as permitted by applicable law, may change, renew, or extend, but not increase, any Purchase Money Loan without Buyer's consent.
2. Interfere with Buyer's right of possession of the Property as long as Buyer timely performs Buyer's obligations in this contract.

E. Buyer and Seller agree to the following:

1. *Default by Buyer/Events.* Defaults by Buyer are failing to timely pay the Monthly Payment Amount or perform Buyer's other obligations in this contract within fifteen days after delivery of written notice. To avoid enforcement of Seller's remedy, Buyer must comply with the terms of this contract up to the date of compliance specified in the written notice.
2. *Default by Buyer/Seller's Remedies.* On Buyer's default, Seller may invoke any remedies permitted by law, including declaring the unpaid principal balance and accrued interest immediately due and enforcing their collection, or canceling this contract, declaring Buyer's interest under this contract forfeited, and retaining all money paid by Buyer under this contract as liquidated damages due to the inconvenience and difficulty of determining Seller's actual damages.
3. *Default by Seller/Events.* Defaults by Seller are failing to perform Seller's obligations in this contract within fifteen days after delivery of written notice.
4. *Default by Seller/Buyer's Remedies.* On Seller's default, Buyer may terminate this contract and sue for damages, or enforce performance of this contract.
5. *After Cancellation.* Buyer will vacate the Property following cancellation of this contract, and, failing to do so, Buyer will be a tenant at will, subject to an action in forcible detainer.
6. *Recitals Presumed True.* If Seller cancels this contract, Seller may execute an affidavit stating facts evidencing default and forfeiture and the recitals in the affidavit will be presumed true.
7. *Future Improvements/Abandonment.* If Seller cancels this contract and forfeits Buyer's interest under this contract, Buyer's permanent improvements and any abandoned personal property of Buyer will become the property of Seller.
8. *Prepayment.* Buyer may prepay before maturity all or any part of the principal balance without penalty.
9. *Title.* Buyer will acquire legal title to the Property only when Seller delivers the warranty deed.

10. *Attorney's Fees.* If either party retains an attorney to enforce this contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

11. *Entire Agreement.* This contract, including any attached exhibits, is the entire agreement of the parties, and there are no oral representations, express or implied warranties, agreements, or promises pertaining to this contract not incorporated in writing in this contract.

12. *Amendment of Contract.* This contract may be amended only by an instrument in writing signed by the parties.

13. *Notices.* Any notice required or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Subject to provisions of chapter 5 of the Texas Property Code, notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

14. *Waiver of Default.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this contract does not preclude pursuit of other remedies in this contract or provided by law.

15. *Usury.* Interest on the debt secured by this contract will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

16. *Venue.* Venue is in the county or counties in which the Property is located.

17. *Successors.* This contract binds, benefits, and may be enforced by the successors in interest of the parties, except as otherwise provided.

18. *Construction.* When the context requires, singular nouns and pronouns include the plural.

19. *Statutory Notice of Cancellation.* **THE PURCHASER MAY CANCEL THIS CONTRACT AT ANY TIME DURING THE NEXT THREE DAYS. THE DEADLINE FOR CANCELING THE CONTRACT IS JANUARY 15, 2009. THE ATTACHED NOTICE OF CANCELLATION EXPLAINS THIS RIGHT.**

THIS EXECUTORY CONTRACT REPRESENTS THE FINAL AGREEMENT BETWEEN THE SELLER AND PURCHASER AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

William H. King III
William H. King III

Shemika King
Shemika King

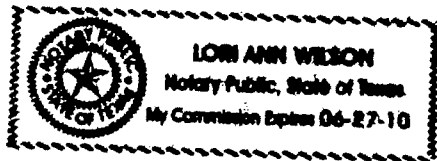
Norma Quinteros
Norma Quinteros

Rosa Flores
Rosa Flores

STATE OF TEXAS)

COUNTY OF GALVESTON)

This instrument was acknowledged before me on FEBRUARY 5TH, 2009, by William H. King III and Shemika King.



Lori Ann Wilson
Notary Public, State of Texas
My commission expires: 6-27-10

STATE OF TEXAS)

COUNTY OF GALVESTON)

This instrument was acknowledged before me on FEBRUARY 5th, 2009, by Norma Quinteros.

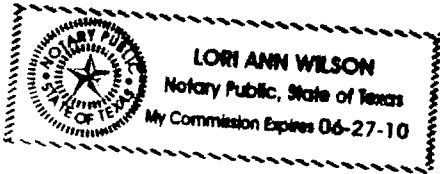


Lori Ann Wilson
Notary Public, State of Texas
My commission expires: 6-27-10

STATE OF TEXAS)

COUNTY OF GALVESTON)

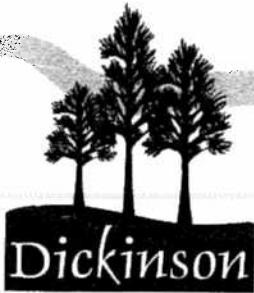
This instrument was acknowledged before me on FEBRUARY 5th, 2009, by Rosa Flores.



Lori Ann Wilson
Notary Public, State of Texas
My commission expires: 6-27-10

AFTER RECORDING RETURN TO:

William King, III
3014 Overland Trail
Dickinson, TX 77539



**TO: Chairman Liggio and Board Members
Dickinson Economic Development Corporation**

FROM: Julie M. Johnston, City Administrator 

DATE: July 1, 2010

**SUBJECT: Request for Financial Participation in Proposed New Construction of
La Frontera Mexican Restaurant**

La Frontera Mexican Restaurant ("La Frontera") is an incorporated business that has been operating for the last six years in a leased facility located on Highway 3 in Galveston County. La Frontera currently employs eight people and remits \$1,000 to \$1,200 per month in sales and alcoholic beverage tax to the State. In 2009, La Frontera purchased the property located 3020 Highway 3 (the northwest corner of Deats and Highway 3) with the intention of constructing a new restaurant. La Frontera desires to demolish the existing building, remove the old gas pumps, and construct a new building approximately 5,000 square feet in size and \$150,000.00 in new construction value. The new building is expected to include a large banquet room as well as a drive-thru window.

Over the last seven months, I have been working with Ms. Norma Quinteros, Vice President of La Frontera, to identify problems she has encountered in moving forward with this project. I have put her in contact with the Small Business Development Center at Galveston County Economic Alliance to help her in developing a strong business plan and assist her with obtaining a loan through the Small Business Administration. We have also discussed the possibility of Dickinson Economic Development Corporation assisting La Frontera with the financing for various parts of the project in order to reduce the ultimate loan amount.

The property located on the northwest corner of Deats and Highway 3 has been in disrepair for many years and has essentially become a blighted corner. This corner is a highly visible commercial corner in the City of Dickinson and would benefit greatly from the new construction and resulting aesthetic improvements. This project would relocate an existing restaurant that is currently located in Galveston County into the City limits which would result in increased commercial property tax value, commercial business property tax value, sales tax revenues and alcoholic beverage tax revenues. La Frontera also intends to add 7 new employees once the new building is opened, thus the project will be bringing jobs to Dickinson.

Galveston Central Appraisal District has valued the land and improvements for 3020 Highway 3 at \$61,890 for at least the last four years. There is no indication of a business personal property tax levy against the property. Based on a construction value of \$150,000.00, the new construction would increase the value of the improvements to the land by approximately \$110,610.00 and thus increase the City's commercial tax base by at least that amount. Additionally, the City would begin receiving sales tax and alcoholic beverage tax revenues generated by the business of approximately \$3,500.00 per year. With the increased size of the restaurant and the anticipated use of the banquet room, the sales tax and alcoholic beverage tax revenues are expected to increase as the business grows.

The La Frontera Project constitutes a new business project in the City of Dickinson. Providing financial assistance complies with Section 2(ii) of Ordinance 347-98 (the DEDC enabling ordinance) whereby 4B sales tax revenues may be used to pay the costs of "projects to promote or develop new or expanded business enterprises, including public safety facilities, streets and roads, drainage, and related improvements, demolition of existing structures, general municipally owned improvements, as well as any related improvements or facilities" Based on my discussions with Ms. Quinteros, I am recommending that DEDC provide the following financial assistance in the way of reimbursement of eligible project costs to La Frontera:

- (1) Up to \$25,000 toward demolition costs
- (2) Up to \$40,000 for parking lot construction
- (3) Up to \$22,000 toward the purchase of an appropriately-sized commercial-grade Vent-A-Hood
- (4) Up to \$20,000 toward the purchase of an appropriately-sized, commercial-grade grease trap

The maximum cumulative value of the proposed financial assistance to be reimbursed to La Frontera is \$107,000.00.

The DEDC currently has more than \$2.4 million in its fund balance that could be utilized for this proposed project. If the Board determines to provide the proposed financial assistance, an Economic Development Agreement will be prepared and presented to the Board for approval. The Agreement will specifically:

- Provide the cumulative value of the assistance package.
- Identify the list of expenditures deemed to be eligible project costs.
- Establish construction and employment requirements to be met by La Frontera.
- Require La Frontera to provide a performance bond in the amount of the new construction value to ensure that the building is actually constructed.
- Require La Frontera to become a member of the North Galveston County Chamber of Commerce to increase exposure and involvement in the community.
- Provide for the recapture of all financial assistance provided to La Frontera in the event that they fail to meet the performance standards established in the agreement.

I look forward to discussing the proposed project with you at the July 8 Board meeting. Should you have any questions prior to the meeting, please feel free to contact me.

Dickinson Economic Development Corporation
Profit & Loss Budget vs. Actual
October 2009 through September 2010

| | Oct '09 - Sep 10 | Budget | \$ Over Budget | % of Budget |
|-----------------------------------|---------------------|---------------------|------------------|---------------|
| Income | | | | |
| REVENUE | | | | |
| Interest Income | 19,993.55 | 27,310.00 | -7,316.45 | 73.2% |
| Rental/Lease Railroad Museum | 424.40 | 5,000.00 | -4,575.60 | 8.5% |
| Sales Tax Revenue | 1,201,561.99 | 1,073,484.00 | 128,077.99 | 111.9% |
| SUMMER CAMP EVENTS | 5,392.50 | | | |
| TORS CAMP INCOME | 1,090.00 | | | |
| Use of Beginning Fund Balance | 0.00 | 45,694.00 | -45,694.00 | 0.0% |
| Total REVENUE | 1,228,462.44 | 1,151,488.00 | 76,974.44 | 106.7% |
| Total Income | 1,228,462.44 | 1,151,488.00 | 76,974.44 | 106.7% |
| Gross Profit | 1,228,462.44 | 1,151,488.00 | 76,974.44 | 106.7% |
| Expense | | | | |
| CAPITAL IMPROVEMENTS | | | | |
| 44th Street | 47,818.00 | 47,818.00 | 0.00 | 100.0% |
| 44th Street- Engineering Fees | 9,796.29 | 2,813.00 | 6,983.29 | 348.3% |
| Avenue J | 289,215.00 | 293,098.00 | -3,883.00 | 98.7% |
| Avenue J-Engineering Fees | 33,289.70 | 39,300.00 | -6,010.30 | 84.7% |
| City Hall/Libr Parking Lots | 414.50 | 0.00 | 414.50 | 100.0% |
| City Hall/Libr Audio Visual | 0.00 | 0.00 | 0.00 | 0.0% |
| Comprehensive Drainage Study | 0.00 | 0.00 | 0.00 | 0.0% |
| Comprehensive Plan | 0.00 | 0.00 | 0.00 | 0.0% |
| Re-Striping of Deats Road | 7,156.00 | 7,156.00 | 0.00 | 100.0% |
| Re-Striping of Deats Road | 3,027.80 | | | |
| Sunset Drive | 200,777.00 | 200,777.00 | 0.00 | 100.0% |
| Sunset Drive- Section 2 | 24,405.77 | 19,798.00 | 4,607.77 | 123.3% |
| Sunset Drive 2 Engineering Fee | | | | |
| Total CAPITAL IMPROVEMENTS | 615,900.06 | 610,760.00 | 5,140.06 | 100.8% |
| CAPITAL OUTLAYS | | | | |
| Computer/Office Equipment | 2,752.47 | 3,000.00 | -247.53 | 91.7% |
| Total CAPITAL OUTLAYS | 2,752.47 | 3,000.00 | -247.53 | 91.7% |
| CONTRACT SERVICES- | | | | |
| Connect CTY Services | 8,362.37 | 8,600.00 | -237.63 | 97.2% |
| DISD Summer Rec | 7,500.00 | 7,500.00 | 0.00 | 100.0% |
| ED Consulting | 37,513.25 | 50,000.00 | -12,486.75 | 75.0% |
| Engineering Services | 0.00 | 0.00 | 0.00 | 0.0% |
| Festival of Lights | 16,124.97 | 16,125.00 | -0.03 | 100.0% |
| Financial & Auditing | 8,750.00 | 6,250.00 | 2,500.00 | 140.0% |
| GIS | 3,600.00 | 3,600.00 | 0.00 | 100.0% |
| Harbor Playhouse | 0.00 | 0.00 | 0.00 | 0.0% |
| Keep Dickinson Beautiful | 5,000.00 | 5,000.00 | 0.00 | 100.0% |
| Laboratory Services | 0.00 | 5,000.00 | -5,000.00 | 0.0% |
| Legal | 0.00 | 7,500.00 | -7,500.00 | 0.0% |
| Multimedia Services | 0.00 | 3,000.00 | -3,000.00 | 0.0% |

Dickinson Economic Development Corporation
Profit & Loss Budget vs. Actual
October 2009 through September 2010

| | Oct '09 - Sep 10 | Budget | \$ Over Budget | % of Budget |
|---|-------------------|-------------------|-------------------|---------------|
| ROW & Facilities Mowing Contract | 26,000.00 | 26,000.00 | 0.00 | 100.0% |
| Street Sweeping Contract | 3,000.00 | 3,000.00 | 0.00 | 100.0% |
| Total CONTRACT SERVICES- | 115,850.59 | 141,575.00 | -25,724.41 | 81.8% |
| EXPENDITURES | | | | |
| MUSEUM--TOURISM | | | | |
| BANK SERVICE CHARGES | | | | |
| Building & Property Maintenance | 75.00 | 15,000.00 | -6,302.56 | 58.0% |
| Communication-Pagers/Phones | 8,697.44 | 2,100.00 | -2,100.00 | 0.0% |
| Computer Maint & Network | 0.00 | 548.00 | -205.88 | 62.4% |
| Dues/Subscriptions/Books | 342.12 | 900.00 | -82.25 | 90.9% |
| Inventory | 817.75 | 0.00 | 0.00 | 0.0% |
| Marketing & Advertising | 0.00 | 5,000.00 | 779.63 | 115.6% |
| Museum Center Reno/Upgrades | 5,779.63 | 30,000.00 | -10,900.33 | 63.7% |
| Office Supplies | 19,099.67 | 4,046.00 | -4,011.34 | 0.9% |
| Personel Services | 34.66 | 45,907.00 | -500.00 | 100.0% |
| Property/Liability Insurance | 45,907.48 | 15,000.00 | -2,826.41 | 43.5% |
| Storage Rental | 15,000.00 | 2,000.00 | -2,057.34 | 88.4% |
| Travel & Training | 1,500.00 | 5,000.00 | -29,131.00 | 80.8% |
| Utilities-Gas, Elec & Water | 2,173.69 | 26,300.00 | 0.00 | 100.0% |
| | 23,242.66 | | | |
| Total MUSEUM--TOURISM | 22,670.00 | 151,801.00 | | |
| NOTES PAYABLE-DEBT SERVICE | | | | |
| Interest Debt Payment | 29,855.00 | 29,855.00 | 0.00 | 100.0% |
| Principle Debt Payment | 42,000.00 | 42,000.00 | 0.00 | 100.0% |
| Total NOTES PAYABLE-DEBT SERVICE | 71,855.00 | 71,855.00 | 0.00 | 100.0% |
| PERSONNEL & ADMINISTRATION EXP | | | | |
| Back up W/H Guaranty | -325.88 | 0.00 | -187.00 | 62.6% |
| Building Maintenance | 313.00 | 500.00 | -947.08 | -26.3% |
| Communications | -197.08 | 750.00 | -6,617.68 | 33.8% |
| Community Event Sponsorship | 3,382.32 | 10,000.00 | -2,678.40 | 75.7% |
| Dues/Subscriptions | 8,321.60 | 11,000.00 | 0.00 | 0.0% |
| ED Grants & Projects | 0.00 | 26,440.00 | -2,568.04 | 89.7% |
| Information Technology | 26,440.20 | 25,000.00 | 0.00 | 100.0% |
| Marketing & Promotions | 22,431.96 | 3,000.00 | -402.10 | 59.8% |
| Office Space Rental | 3,000.00 | 1,000.00 | 0.01 | 100.0% |
| Office Supplies/Postage | 597.90 | 79,913.00 | -3,500.00 | 0.0% |
| Personel Services | 79,913.01 | 9,156.00 | -8,616.00 | 5.9% |
| Public Official/ E & O Ins | 0.00 | 2,238.00 | 202.67 | 109.1% |
| Travel & Training | 540.00 | | | |
| Utilities | 2,440.67 | | | |
| Total PERSONNEL & ADMINISTRATION EXP | 146,857.70 | 172,497.00 | -25,639.30 | 85.1% |
| Total EXPENDITURES | 341,382.70 | 396,153.00 | -54,770.30 | 86.2% |
| Reconciliation Discrepancies | 0.00 | | | |

Dickinson Economic Development Corporation
Profit & Loss Budget vs. Actual
 October 2009 through September 2010

| | Oct '09 - Sep 10 | Budget | \$ Over Budget | % of Budget |
|------------------------|------------------|--------------|----------------|-------------|
| Uncategorized Expenses | 0.00 | | | |
| Total Expense | 1,075,885.82 | 1,151,488.00 | -75,602.18 | 93.4% |
| Net Income | 152,576.62 | 0.00 | 152,576.62 | 100.0% |

Dickinson Economic Development Corporation
Balance Sheet

As of September 30, 2010

Sep 30, 10

| | | |
|---------------------------------------|--|-------------------------|
| ASSETS | | |
| Current Assets | | |
| Checking/Savings | | |
| AMEGY BANK-SECURITIES SETTLEMEN | | 2,561 |
| Guaranty Federal-Operating Acct | | 1,331,923 |
| Investments | | |
| AMEGY CD DUE 07/30/2011 .60% | | 249,932 |
| CAPITAL 1- MMA- 1.96% | | 253,806 |
| CITIBANK-CD- DUE 02-06-11 2.25% | | 245,000 |
| Citibank- Money Fund Account | | 4,906 |
| Guaranty Fed-MMA- 1.96% | | 22,463 |
| Hometown Bnk -LC-08/07/11 1.25 | | 255,069 |
| Texas 1ST- DUE 2-06-11 1.70% | | 248,498 |
| Total Investments | | <u>1,279,675</u> |
| Total Checking/Savings | | <u>2,614,159</u> |
| Accounts Receivable | | |
| Account Receivable- Sales Tax | | 276,283 |
| Total Accounts Receivable | | <u>276,283</u> |
| Total Current Assets | | <u>2,890,442</u> |
| TOTAL ASSETS | | <u><u>2,890,442</u></u> |
| LIABILITIES & EQUITY | | |
| Liabilities | | |
| Current Liabilities | | |
| Accounts Payable | | |
| Due To- City of Dickinson | | 527,941 |
| Debt Service Payable - 2011 | | 74,288 |
| Total Accounts Payable | | <u>602,229</u> |
| Total Current Liabilities | | <u>602,229</u> |
| Total Liabilities | | <u>602,229</u> |
| Equity | | |
| FUND BALANCE | | 2,178,190 |
| Net Income | | 152,577 |
| Total Equity | | <u>2,330,767</u> |
| TOTAL LIABILITIES & EQUITY | | <u><u>2,932,996</u></u> |

Unaudited F/S as of 9-30-2010

DICKINSON ECONOMIC DEVELOPMENT COPR
FUND BALANCE
30-Sep-10

REVENUES

| | | |
|------------------------------|-----------|------------------|
| Interest Income | \$ | 19,994 |
| Rental/Lease Railroad Museum | \$ | 424 |
| Sales Tax Revenue | \$ | 1,201,562 |
| Summer Events Revenue | \$ | 6,483 |
| Total Revenue | \$ | 1,228,462 |

EXPENDITURES

| | | |
|---|-----------|------------------|
| Capital Improvements | \$ | 2,752 |
| Capital Outlays- 2010 Street Projects | \$ | 615,900 |
| Contract Services | \$ | 115,851 |
| Museum/Tourism | \$ | 122,670 |
| Notes Payable & Debt Service | \$ | 71,855 |
| Personnel & Administration Expenditures | \$ | 146,858 |
| Total Expenditures | \$ | 1,075,886 |

| | | |
|-----------------------------------|----|---------|
| REVENUE OVER (UNDER) EXPENDITURES | \$ | 152,577 |
|-----------------------------------|----|---------|

| | | |
|---|----|-----------|
| Beginning Fund Balance (Audited) 9-30-2009 | \$ | 2,178,190 |
|---|----|-----------|

| | | |
|---|----|-------------|
| Ending Fund Balance (Unaudited) 9-30-2010 | \$ | 2,330,767 ← |
|---|----|-------------|

FUND BALANCE RECONCILEMENT TO BALANCE SHEET

| | | |
|--|-----------|--------------------|
| Total Liability & Equity | \$ | 2,932,996 |
| Remove Accounts Payable | \$ | (602,229) |
| Ending Equity Balance 6-30-2010 | \$ | 2,330,767 ← |

DICKINSON ECONOMIC DEVELOPMENT CORPORATION
 QUARTERLY INVESTMENT REPORT
 30-Sep-10

| Bank Name | Interest Rate | Purchase Date | Due Date | # Days | Accrued Interest | Market Value | Market Value Change | Interest Paid Year to Date |
|--|---------------|---------------|-----------|---------------|------------------|--------------|---------------------|----------------------------|
| Guaranty Federal-Operating Acct | 0.000% | 4/7/2009 | Demand | 1 | \$ - | \$ 1,331,923 | \$ 1,141,013 | \$ - |
| Guaranty Federal-Savings Account | 0.800% | 4/7/2009 | Demand | 1 | \$ 238 | \$ 22,463 | \$ 238 | \$ 773 |
| AMEGY Bank Settlement Account | 0.000% | 2/26/2010 | Demand | 1 | \$ - | \$ 2,561 | \$ - | \$ 735 |
| AMEGY Bank Certificate of Deposit | 0.499% | 7/30/2010 | 4/25/2011 | 78 | \$ 307 | \$ 249,932 | \$ 307 | \$ 2,553 |
| Capital 1 Bank Money Market Acct | 0.800% | 5/23/2009 | Demand | 1 | \$ 429 | \$ 253,806 | \$ 429 | \$ 2,576 |
| Citibank- Certificate of Deposit | 2.250% | 8/4/2009 | 2/6/2011 | 221 | \$ 378 | \$ 245,000 | \$ 378 | \$ 2,590 |
| Citibank- Money Funds | | 8/4/2009 | Demand | 1 | \$ - | \$ 4,906 | \$ - | \$ 366 |
| Hometown Bank-League City Cert of Dep | 1.250% | 8/6/2009 | 8/7/2011 | 330 | \$ 1,502 | \$ 255,069 | \$ - | \$ 2,156 |
| Mainland Bank- Dickinson Cert of Dep | 1.400% | 8/7/2009 | 8/7/2010 | 0 | \$ 583 | \$ - | \$ (247,945) | \$ 2,865 |
| Texas First Bank-Dickinson Cert of Dep | 1.910% | 8/6/2009 | 8/6/2011 | 341 | \$ - | \$ 248,498 | \$ - | \$ 3,498 |
| FHLB 1.2-26-13 Callable 5-26-10 | 1.000% | 2/26/2010 | 5/26/2010 | 0 | \$ - | \$ - | \$ (250,735) | \$ 947 |
| FHLB .75% 2-26-13 Callable 8-24-10 | 1.375% | 2/26/2010 | 8/24/2010 | 0 | \$ - | \$ - | \$ (500,935) | \$ 935 |
| Weighted Avg Rate (WAR) | 1.25% | | | | | | | |
| Weighted Avg Maturity (WAM) | | | | 108.33 | | | | |
| | | | | | \$ 3,437 | \$ 1,860,686 | \$ (998,253) | \$ 19,994 |

Angela Forbes, Executive Director

Mary F. Young, Investment Officer

**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE October 26, 2010

| | |
|--------------|--|
| TOPIC | <p>RESOLUTION NUMBER XXX-2010</p> <p>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, RATIFYING THE ACTIONS OF THE CITY ADMINISTRATOR IN EXECUTING A CHANGE ORDER TO THE AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS AND REMEDY ROOFING, INC. FOR THE RE-ROOFING OF THE HISTORIC RAILROAD DEPOT AND MUSEUM PROJECT; PROVIDING FOR INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.</p> |
|--------------|--|

| | |
|-------------------|--|
| BACKGROUND | <p>On September 28, 2010, by Resolution Number 1149-2010, the City Council approved a contract with Remedy Roofing, Inc. for the Re-Roofing of the Historic Railroad Depot and Museum. Remedy Roofing began removing the old shingles during the week of October 4, 2010, and discovered that there was no plywood decking under the old shingles. Remedy Roofing and I immediately consulted with the windstorm engineer to determine what action would need to be taken in order to meet the Texas Department of Insurance's windstorm requirements, and the engineer indicated that the installation of 15/32" CDX plywood decking on each of the buildings would be necessary.</p> <p>In light of the fact that shingles had been partially removed from at least one of the buildings and the contractor was attempting to get the work completed while the weather was dry, the City Administrator executed a Change Order in the amount of \$7,500.00 to cover the plywood decking that was required to meet windstorm regulations. Dickinson Economic Development Corporation has approved this project as one of its projects and will be advised of this Change Order.</p> |
|-------------------|--|

| | |
|-----------------------|--|
| RECOMMENDATION | Staff recommends approval of the Resolution. |
|-----------------------|--|

| | |
|--------------------|--|
| ATTACHMENTS | <ul style="list-style-type: none"> • Resolution Number XXX-2010 |
|--------------------|--|

| | |
|-----------------------|--|
| FUNDING ISSUES | <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Not budgeted – being funded by Dickinson Economic Development Corporation <input type="checkbox"/> Full Amount already budgeted. <input type="checkbox"/> Funds to be transferred from Acct.# - - |
|-----------------------|--|

| | |
|--------------------------------|------------------------------------|
| SUBMITTING STAFF MEMBER | CITY ADMINISTRATOR APPROVAL |
| Norman Hicks, Fire Marshal | |

| ACTIONS TAKEN | | |
|---|--|--------------|
| APPROVAL <input type="checkbox"/> YES <input type="checkbox"/> NO | READINGS PASSED <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd | OTHER |



Remedy Roofing

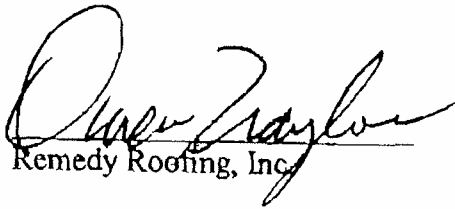
Change Order

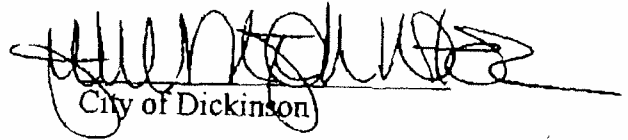
City of Dickinson
4403 State Hwy 3
Dickinson, Texas 77539

RE: Historic Railroad Center Re-roofing Project CSB#1007-03

Provide labor, materials, and equipment to install new 15/32" CDX plywood decking to meet requirements of the Texas Department of Insurance wind code.

Total lump sum for all three buildings \$7,500.00


Owen Taylor
Remedy Roofing, Inc.


City of Dickinson