



CERTIFIED AGENDA
WEDNESDAY, MAY 16, 2018, 4:00 P.M.
311 W. WOODARD STREET, DENISON, TEXAS

PUBLIC NOTICE

The Denison Development Alliance will meet in a regular session beginning on Wednesday, May 16, 2018, at 4:00 P.M. in the Conference Room at the Denison Development Alliance, 311 West Woodard Street, Denison, Texas. An agenda listing items to be considered at that time is as follows:

CALL TO ORDER
ORDER OF BUSINESS

- I. CONSIDER APPROVAL OF THE REGULAR CALLED MEETING MINUTES HELD APRIL 19, 2018.**
- II. CONSIDER APPROVAL OF THE MARCH 2018 FINANCIAL REPORTS.**
- III. REVIEW MONTHLY INVESTMENT REPORT.**
- IV. MONTHLY STAFF REPORTS.**

THE DENISON DEVELOPMENT ALLIANCE OF DENISON, TEXAS, RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED ABOVE, AS AUTHORIZED BY TEXAS GOVERNMENT CODE SECTIONS 551.071 (CONSULTATION WITH ATTORNEY), 551.072 (DELIBERATIONS ABOUT REAL PROPERTY), 551.073 (DELIBERATIONS ABOUT GIFTS AND DONATIONS), 551.074 DELIBERATIONS ABOUT PERSONNEL MATTERS), 551.075 (DELIBERATIONS ABOUT SECURITY DEVICES), 551.087 (DELIBERATIONS ABOUT ECONOMIC DEVELOPMENT).

EXECUTIVE SESSION (CLOSED), SECTION 551.087 OF THE TEXAS GOVERNMENT CODE.

I. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

Consider incentives, if any, for Project THREE

Following the closed Executive Session, the Board will reconvene in open public session and take such action as may be desirable or necessary as a result of the closed deliberation, namely:

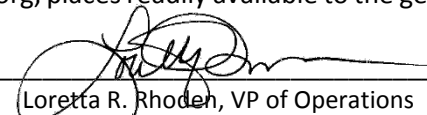
I. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

Consider incentives, if any, for Project THREE

ADJOURN

CERTIFICATION

I, Loretta R. Rhoden, Vice President of Operations of the Denison Development Alliance, do hereby certify the above foregoing notice of public meeting was posted at the entrance of the Denison Development Alliance Building, 311 W. Woodard, Denison, Texas, and online at www.denisontx.org, places readily available to the general public at all times, this the 11th day of May, 2018, at 12:00 pm.



Loretta R. Rhoden, VP of Operations

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, THE DENISON DEVELOPMENT ALLIANCE WILL PROVIDE FOR REASONABLE ACCOMMODATIONS FOR PERSONS ATTENDING THE BOARD MEETING. TO BETTER SERVE YOU, REQUESTS SHOULD BE RECEIVED 48 HOURS PRIOR TO THE MEETING. PLEASE CONTACT THE VP OF OPERATION'S OFFICE AT 903.464.0883.



**MINUTES OF MEETING
THURSDAY, APRIL 19, 2018, 4:00 P.M.
DENISON DEVELOPMENT ALLIANCE
311 W. WOODARD STREET, DENISON, TEXAS**

MEMBERS PRESENT: Robert Brady, Brett Evans, David Spindle,

MEMBERS ABSENT: Matthew Looney, Robert Sylvester

STAFF PRESENT: Tony Kaai, CECD – President, Loretta Rhoden – VP of Operations,
William Myers, CECD – VP of Business Development

MEETING WAS CALLED TO ORDER BY DAVID SPINDLE, CHAIRMAN AT 4:00 P.M.

- I. REVIEW AND CONSIDER APPROVAL OF THE REGULAR CALLED MEETING MINUTES HELD MARCH 8, 2018:** Reviewed by members. Robert Brady motioned to approve the regular called meeting minutes as submitted by staff. Brett Evans seconded. Motion was unanimously approved.
- II. REVIEW AND CONSIDER APPROVAL OF THE FEBRUARY 2018 FINANCIAL REPORTS.** Discussed among staff and members. Brett Evans moved to approve the February financial reports as submitted by Veronica Davis, CPA. Robert Brady seconded, and the motion was unanimously approved.
- III. RECEIVE AND TAKE ACTION ON PROPOSAL FOR LAND PLANNING/ENGINEERING FOR NORTH POINTE BUSINESS PARK (ATTACHMENT A):** Brett Evans motioned to approved Kimley-Horn's proposal for the North Point Business Park land planning/engineering services. Seconded by Robert Brady, and unanimously approved.
- IV. CONSIDER APPROVAL OF AMENDING THE 2017/2018 BUDGET TO INCLUDE THE COSTS FOR LAND PLANNING/ENGINEERING OF THE NORTH POINTE BUSINESS PARK (ATTACHMENT B):** Robert Brady motioned to approve the Amended Draft Budget, as presented by DDA Staff, and for staff to forward the approved amended budget to the City Council for their review/approval. Brett Evans seconded. Motion was unanimously approved.
- V. REVIEW AND CONSIDER APPROVAL OF REVISING THE FAÇADE MATCHING GRANT PROGRAM (ATTACHMENT C):** William Myers reported to members, DDA and City staff have updated and

reorganized the Façade Matching Grant Program to enhance the program to work in conjunction with the downtown's revitalization strategies. Robert Brady moved to accept revisions to the façade matching grant program as presented. Brett Evans seconded the motion and the motion was unanimously approved.

VI. REVIEW MONTHLY INVESTMENT REPORT: Loretta Rhoden, VP of Operations, reported the only changes to this month's investment report was the accrued interest and obligated incentive payments made during the month. Reviewed by Board members. No action needed.

VII. MONTHLY STAFF REPORT: Presented by DDA staff members. No action needed.

ANNOUNCEMENT BY PRESIDING OFFICER: "As authorized by Section 551.087 of the Texas Government Code, Chairman Spindle announced the Denison Development Alliance will not adjourn into closed Executive Session on the 19th day of April, 2018, at 4:58 P.M. to consider the following:

I. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

Consider incentives, if any, for Projects: TRAFFIC

Consider incentives, if any, for Projects: THREE

Following the closed Executive Session the Board reconvened in open and public session at 5:07 P.M.

DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

Consider incentives, if any, for Projects: TRAFFIC: *Robert Brady moved to approve the real estate contract and the incentive agreement with RediMix Concrete, although, the contracts will not be signed until the site plan and the final plat have been approved by City Council. Brett Evans seconded. Motion was unanimously approved.*

Consider incentives, if any, for Projects: THREE: *No action taken.*

THERE BEING NO FURTHER BUSINESS THE MEETING WAS ADJOURNED AT 5:08 P.M.

David Spindle, Chairman

Date Approved

ATTACHMENT A

Kimley»»Horn

April 26, 2018

Mr. Tony Kaai, CEcD
President
Denison Development Alliance
311 W. Woodard Street
Denison, Texas 75020

**RE: Letter Agreement for Professional Services
Water and Sanitary Sewer Engineering Planning & Additional Services to Serve
The Northwest Quadrant of US 75 & Texoma Drive
City of Denison, Texas**

Dear Mr. Kaai:

Kimley-Horn ("KH" or "the Consultant") is pleased to submit this letter agreement to the Denison Development Alliance ("the Client") for providing professional civil engineering services related to extending water and sanitary sewer mains to serve the northwest quadrant of US 75 and Texoma Drive ("Subject Site") in Denison, Texas ("City").

PROJECT UNDERSTANDING

Kimley-Horn understands off-site water and sanitary sewer improvements will be required for development of the Subject Site. Based on discussions with the Client, KH anticipates the improvements will consist of approximately 5,800 linear feet of 18" water main, and approximately 4,500 linear feet of 12" and 18" sanitary sewer. Additionally, it is our understanding that topographic survey, easement preparation, easement acquisition services, and geotechnical investigation services will be performed by others.

SCOPE OF SERVICES

The tasks outlined below are professional services to be provided by Kimley-Horn. The Scope of Services described for Lump Sum tasks will be completed for the Lump Sum fee indicated. The Scope of Services for Hourly tasks will be invoiced per hourly rate schedule in effect at the time services are provided. Actual invoiced amounts for Hourly tasks will be based on the effort required to complete the task.

ENGINEERING PLANNING

Task 1 Route Study

\$ 2,700 (Lump Sum)

The routes are assumed to generally follow the preliminary alignments provided by the Client and as generally shown on the water and wastewater master plan updates. KH will perform a site walk of the proposed alignments and develop preliminary alignment drawings, one time.

Task 2 Conceptual Opinion of Probable Construction Costs \$ 2,800 (Lump Sum)

Based on the results of the route study and modeling, KH will prepare a Conceptual Opinion of Probable Construction Costs. KH has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs are based on the information known to KH at the time and represent only KH's judgment as a design professional familiar with the construction industry. KH cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the OPCC.

**Task 3 Environmental –
STAGE A - USACE NWP 12 (Utility Line Activities)
Descriptive Memo \$ 7,400 (Lump Sum)**

This task involves preparing a Nationwide Permit (NWP) 12 for submittal to the USACOE for construction activities near the creek. The scope assumes this project will not trigger preconstruction notification and a NWP 12 with no notification will be sufficient. If preconstruction notification is required then additional services will be required.

KH will submit to the Client a descriptive memo regarding the use of NWP 12 Utility Line Activities under a no notification scenario. This Scope is based on the understanding proposed impacts to waters of the US are temporary and preconstruction contours will be restored below the Ordinary High Water Mark.

Consultant will prepare a memo discussing Corps Section 404 Permitting under a 'no notification' scenario that will include a description of selected General Conditions as well as a suggested list of BMPs required for compliance with TCEQ water quality certification. This memo can be used to document this permitting scenario and to provide the selected contractor with information relating to permit compliance. Though no coordination with the Corps is proposed, the activity will be authorized under a Federal permit. All terms and conditions of the permit must be met.

The memo will include, at a minimum, the following information:

- Brief project description, including site sketches, as it relates to proposed impacts to waters of the US;
- Site visit photographs to document existing/preconstruction conditions;
- A copy of the NWP 12 permit language with General Conditions;
- State Water Quality Certifications and Conditions;
- NWP Regional Conditions for Texas;
- Cultural Resources information from readily available databases;
- Threatened and Endangered Species information from readily available databases.

One site visit by a qualified professional wetland scientist is included in this task to gather information for the memo.

Task 4 Regulating Entities Coordination \$ 1,500 (Hourly)

KH will coordinate with TxDOT the City of Denison to discuss the proposed components and the permitting process.

Task 5 Design Flow Assumptions Map \$ 5,200 (Lump Sum)

KH will prepare a preliminary engineering plan showing design flow assumption on proposed water and wastewater infrastructure layouts to document the findings from the tasks above. The wastewater map will indicate sewer shed basins and design flow assumptions used to size wastewater infrastructure for the property. The water map will indicate design flow and fire flow assumptions used to size water infrastructure for the property. This map will be provided one time and provided to the Client.

SUBTOTAL FOR ENGINEERING PLANNING (Tasks 1-5) \$ 19,600

DESIGN SERVICES

Task 6 Preliminary Design \$ 21,600 (Lump Sum)

KH will prepare Preliminary design phase documents anticipated to consist of the following:

- A. Cover Sheet
Cover sheet with pertinent data including sheet index, location map, vicinity maps, City, Owner and KH contact information.
- B. General Notes
Prepare a sheet to include City applicable general information and construction note requirements.
- C. Water & Sewer Main Plan-View Only
KH will prepare water & sewer main plan-view for the proposed alignments. The water & sewer plans will be prepared in general conformance with current published City standards.
- D. Construction Details
City Construction Details will be included in the plan set.

As part of this task, KH will update Opinion of Probable Construction Costs (OPCC) and will meet with the Client and/or City to discuss the plans. This task does not include preparation of project specifications, outside of what is provided on the plans. This task includes up to one (1) round of revisions to address Client review comments.

Task 7 Final Design

\$ 46,800 (Lump Sum)

KH will prepare final construction drawings indicating scope, extent and character of work to be performed and furnished by the Contractor. Final drawings are anticipated to include:

- A. Cover Sheet
Cover sheet with pertinent data including sheet index, location map, vicinity maps, City, Owner and KH contact information.
- B. General Notes
Prepare a sheet to include City applicable general information and construction note requirements.
- C. Water & Sewer Main Plan and Profile
KH will prepare water & sewer mains plan and profiles for the proposed alignments. The plans will be prepared in general conformance with current published City standards.
- D. Erosion Control Plan
KH will prepare an Erosion Control Plan for the water main alignment. On this plan we will show required erosion control measures to be installed prior to disturbance of the site and to be maintained throughout site construction. The effort for this task does not include preparation of SWPPP, contractor's NOI, sending the notice into the governing agencies, or any field inspections during construction.
- E. Construction Details
City Construction Details will be included in the plan set.

As part of this task, KH will update Opinion of Probable Construction Costs (OPCC) and will meet with the Client and/or City to discuss the plans. This task does not include preparation of project specifications, outside of what is provided on the plans. This task includes up to two (2) rounds of revisions to address Client review comments.

SUBTOTAL FOR DESIGN SERVICES (Tasks 6-7)

\$ 68,400

ADDITIONAL SERVICES

Kimley-Horn can provide the following services, however; they are not included in the limited scope of this agreement:

1. Topographic Survey
2. ALTA Survey,
3. Tree Survey,
4. Geotechnical Investigation,
5. Easement Acquisition Services,
6. Bidding Phase Services,
7. Construction Phase Services,
8. Flow monitoring / metering;
9. Bypass pumping design;
10. Submittal, Review, Platting, Permitting, or Other Fees,
11. Design/Relocation of Existing Gas, Electric, Telephone, and Cable TV,
12. Significant Revision to Plans to Reduce Cost after Bidding,
13. Traffic Control Plan,
14. Construction Staking,
15. Any item not specifically included in the Scope of Services

SCHEDULE

We will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

INFORMATION PROVIDED BY THE CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide information requested by Kimley-Horn during the project, including but not limited to the following:

1. Topographic Survey;
2. Geotechnical Investigation;
3. Filed copies of all applicable off-site easements;
4. Information related to any negotiations with or commitments to adjacent landowners that will affect our design;
5. Water and sanitary sewer main sizes;
6. Permission to enter the subject property;
7. Record drawings of existing sleeve under US 75, or top of sleeve elevation/location;
8. Current Title Commitment;
9. Executed copy of this agreement.

FEE AND BILLING

KH will perform the services as described in the Scope of Services on a Lump Sum or Hourly basis. Tasks designated below as Lump Sum (LS) will be billed on a percent complete basis. Tasks designated below as Hourly (H) will be billed per our standard hourly rate schedule at the time the work is performed. Direct reimbursable expenses such as express delivery services, fees, and other direct expenses ("external expenses") will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client. Interim project billing will be monthly and such billings will be due and payable within 25 days after the Owner has paid the Client. Please be advised the Consultant is not a Contingent Partner in this project. As such the Consultant will be paid in full for all Professional Services rendered.

A summary of the tasks and fees described in this agreement is provided below:

DESIGN TASKS

Task 1	Route Study	\$ 2,700 (LS)
Task 2	Conceptual Opinion of Probable Construction Costs	\$ 2,800 (LS)
Task 3	Environmental – STAGE A - USACE NWP 12 (Utility Line Activities) Descriptive Memo	\$ 7,400 (LS)
Task 4	Regulating Entities Coordination	\$ 1,500 (H)
Task 5	Design Flow Assumptions Map	\$ 5,200 (LS)
Task 6	Preliminary Design	\$ 21,600 (LS)
Task 7	Final Design	\$ 46,800 (LS)

Design Fee **\$ 88,000**

(Excludes Expenses)

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CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term "the Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term "the Client" shall refer to Denison Development Alliance.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Joseph C. Riccardi, P.E. (Tx)
Associate



Todd L. Strouse, P.E. (Tx)
Associate

attachments: Standard Provisions

Agreed to on this 8 day of MAY, 2018.

Denison Development Alliance

By:



MAY 8th, 2018
(Date)

TONY KARI
(Print or Type Name)

tkari@denisontx.org
(Email Address for invoicing)

KIMLEY-HORN AND ASSOCIATES, INC. STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per year beginning on the 25th day. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts

from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION 9 IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION 9 SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other

consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within two years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

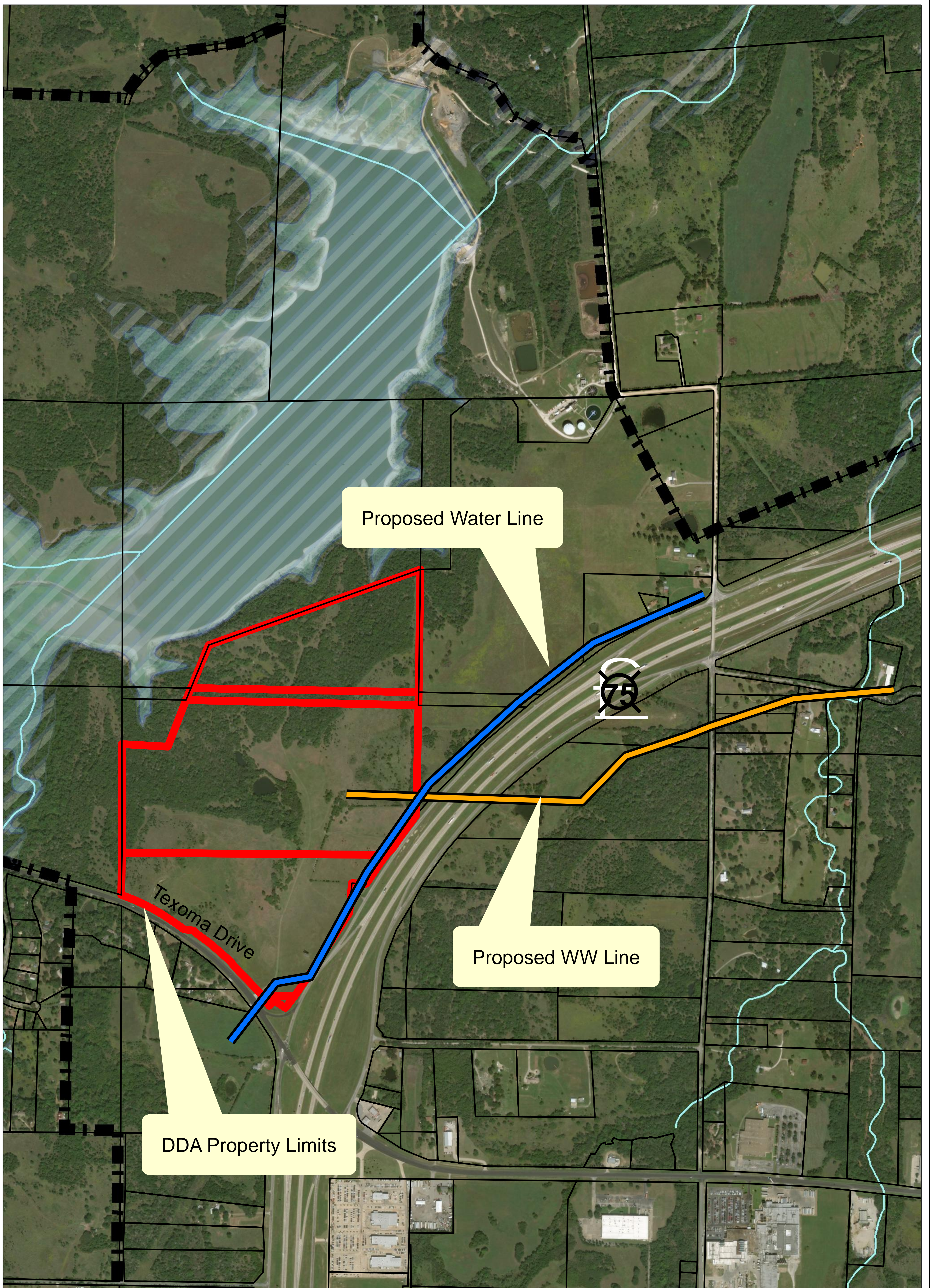
(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This

Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



Denison Development Alliance
Water & Wastewater to Serve
Northwest Quadrant of US 75 & Texoma Drive
May 8, 2018



Kimley»Horn
106 WEST LOUISIANA STREET, MCKINNEY, TX 75069
PHONE: 469-301-2580
WWW.KIMLEY-HORN.COM
© 2017 KIMLEY-HORN AND ASSOCIATES, INC.
TEXAS REGISTERED ENGINEERING FIRM #F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

ATTACHMENT B



Estimated Revenues		2017/2018
4a Sales Tax Revenue	\$	1,794,974
Interest Income	\$	3,629
Lease Income (Florestone)	\$	406,214
Property Tax Income (Florestone)	\$	93,400
Total Estimated Revenues	\$	2,298,217
Estimated Funds Available (Carried Over)	\$	2,034,431
Estimated Administrative Expenses		
Annual Meeting (Summit)	\$	6,500
Audit/Accounting	\$	16,750
Automotive Allowance	\$	11,400
Bank Fees	\$	50
Computer Expenses	\$	5,500
Consultant Fees	\$	50,000
Copier/Maintenance	\$	850
Deferred Compensation Trust	\$	25,000
Employee Insurance	\$	31,170
Equipment Rental/Maintenance/Purchase	\$	1,200
Janitorial/Office Maintenance	\$	1,500
Legal Services	\$	10,000
Liability Insurance	\$	5,300
Meeting Refreshments	\$	1,700
Miscellaneous Expenses	\$	1,500
Office Furnishings	\$	1,000
Office Lease	\$	15,497
Office Supplies	\$	5,500
Payroll Taxes/SS	\$	18,231
Payroll Taxes/Medicare	\$	4,264
Payroll Taxes/SUTA	\$	300
Postage	\$	2,200
Professional Development	\$	13,000
Retirement	\$	39,487
Salaries	\$	294,048
Subscriptions/Dues	\$	2,240
Telephone/Communications	\$	9,700
Travel	\$	3,000
Utilities	\$	6,900
Workers Compensation	\$	900
Total Administrative Expenses	\$	584,687



Estimated Program Expenses

	2017/2018
Briefing Center Equipment/Presentations	\$ 3,500
Regis Online	\$ 3,600
Retail Market Analysis	\$ 5,000
Workforce Development	\$ 91,400
Xceligent Direct	\$ 5,400

Total Estimated Program Expenses

\$ 108,900

Estimated Property Management Expenses

Business/Industrial Park Maintenance	\$ 3,000
Florestone Building (Note)	\$ 473,879
Florestone Insurance (Liability)	\$ 395
Florestone Building Taxes (Property)	\$ 93,400

Total Estimated Property Management Expenses

\$ 570,674

Estimated One-Time Expenses/Obligated Incentives

Business Park Planning/Engineering	\$ 150,000
Gas Line Extension (75/91)	\$ 80,425
Infrastructure	\$ 100,000
Bent Leaf, LLC Incentives	\$ 20,150
Façade Incentives	\$ 50,000
Hilton Garden Inn/Texoma Event Center Incentives	\$ 50,000

Total Estimated One-Time Expenses/Obligated Incentives

\$ 450,575

Total Estimated Marketing Expenses (Exhibit I)

\$ 195,300

Total Estimated Expenses

\$ 1,910,136

Estimated Funds Available for New Incentives

\$ 2,422,512

The individual items presented are estimates for expenditures that will be incurred during the 2017/2018 fiscal year. These items are presented only as a menu of potential costs anticipated. This outline is developed to be flexible, and a shift in expenditures within this budget can be made at the discretion of the President to meet the priority needs of the program that may arise during the year.



ANALYSIS OF BUDGET FOR FY 2017/2018

Estimated Revenues

4A Sales Tax – Projected income from sales tax for twelve (12) months.

Interest Income – The interest income (0.15%) has been calculated from the estimated \$2,034,431 million in investments and the projected income of \$1,794,974 less the projected expenses of \$1,910,136.

Lease Income (Florestone) – The projected lease income from Florestone Products for twelve (12) months.

Property Tax Income (Florestone) – The projected annual property tax reimbursement from Florestone Products.

Estimated Funds Available (Carried Over) – Estimated funds available on October 1, 2017, from DDA Checking, Money Market and Investment Accounts.

Estimated Administrative Expenses

Annual Meeting/Summit – Cost of meals, equipment, purchasing supplies, refreshments, invitations/letters, etc. for 250 people to attend the annual planning summit.

Audit/Accounting – The annual audit is \$9,250 and the monthly bookkeeping services are \$5,700 annually. This also includes the annual cost of annual QB software subscriptions/updates of \$700, QB Payroll Tax services of \$350, the Audit Inquiry Letter from our attorney for \$200, and \$500 for accounting supplies (checks, check envelopes, signature stamps, etc.).

Automotive Allowance – The amount provided to the President and VP of Business Development.

Bank Fees – Fees charged on the checking account for wire transfers, stop check fees, etc.

Computer Expenses – The projected cost to cover technical support, replacement and maintenance for hardware and software systems on an as needed basis.

Consultant Fees – To cover the costs of architects, engineers, surveyors, appraisers, or other professional services needed to support the program.

Copier/Maintenance – The cost for the annual maintenance contract, toner, and staples for the copier.

Deferred Compensation Trust – Deferred Compensation Plan for retention of the DDA President.

Employee Insurance – The projected annual health insurance premiums of \$8,204 each for the VP of Operations, VP of Business Development, and \$14,170 for the President (expected increase per City, final amount to be updated once new increase amount is received). Also includes the cost of \$592 for the President's disability insurance.

Equipment Rental/Maintenance/Purchase – Cost of monthly fee for Stamps.com, postage labels and documents. Also includes the cost of various small equipment needed (shredders, scales, etc.).

Janitorial/Office Maintenance – Cost to clean offices, provide pest control, window cleaning, and minor repairs for plumbing, A/C, etc.

Legal Services – Projected cost of legal services for the preparation of incentive contracts and the purchase or leasing of property, etc.

Liability Insurance – Liability insurance for DDA office, Industrial Park, North Pointe Business Park (75/84) and the cost of a dishonesty bond for employees.

Meeting Refreshments – Coffee, sodas, snacks, etc. for guests and Board/committee meetings.

Miscellaneous Expenses – To cover any unexpected expenses that may occur during the course of the year, and will not fit in any of the budget categories.

Office Furnishings – Cost of new or replacement office furnishings, office painting and minor repairs.

Office Lease – The cost to lease 2,000 square feet of office space per our lease agreement.

Office Supplies – Copier paper, laser cartridges, and all other general office.

Payroll Taxes/Social Security/Medicare/SUTA – Cost as calculated by accountants.

Postage – Projected postage expenditures for mailing reports/questionnaires, general correspondence, promotional materials, account payables/receivables, and invitations to locally sponsored events.

Professional Development – The cost for membership fees for IEDC, ICSC, TEDC, and Rotary. This cost also includes the expenses for attending the IEDC, ICSC, or TEDC meetings/conferences, other training expenses (e.g. computer classes) and tuition reimbursement for college courses.

Retirement – A 14% match for the President, VP of Operations, and Vice President of Business Development.

Salaries – Salaries were calculated to reflect President's salary of \$139,068.05, the VP of Operations' salary of \$50,728.18, and the Vice President of Business Development's salary of \$92,252.16. A part-time administrative assistant is included at \$12,000.00. It is the desire of the DDA Board to provide the same "cost-of-living/one-time bonus" increases, if any, offered to the City staff.

Subscriptions/Dues – Included but not limited to:

Business Week.....	\$85.00
Collin County Association of Realtors.....	\$125.00
Dallas Business Journal.....	\$105.00
Greater Texoma Association of Realtors.....	\$150.00
LogMeIn Pro.....	\$560.00
Hightail.....	\$250.00
Hootsuite.....	\$115.00
NTCAR.....	\$150.00
Sam's Club.....	\$100.00
Texas Association of Business.....	\$350.00
Zip Form.....	\$250.00
TOTAL	\$2,240.00

Telephone /Communications – The cost of three business phone lines, three staff cell phones, one data package (iPad), DSL/Cable modem service, long distance, and phone system equipment and labor.

Travel – Covers all travel by staff for which mileage reimbursements are made (i.e., local travel by the VP of Operations and the Administrative Assistant and out of town travel for the President and Vice President of Business Development).

Utilities – Annual cost of water, sewer, trash, electricity, and gas.

Workers Compensation – Annual cost of workers compensation.

Estimated Program Expenses

Briefing Center/Presentation Equipment – Cost of any specialized equipment necessary to update briefing center/conference room.

REGIS Online – Membership to online source for U.S. demographic reports, maps, charts and data (current demographics and 5 year projections of nationwide demographic data, etc).

Retail Market Analysis – An update of the Denison retail market analysis.

Xceligent Direct - Membership to map-based searches, commercial/property sales/lease comparable, listing data and property-specific criteria options to locate properties and sites that meet prospect's needs within specific, targeted areas.

Workforce Development – DDA will:

- ✕ Provide ten scholarships for teachers who will intern at local industries..... \$5,000
- ✕ Provide two scholarships for students who are accepted into the Advance Manufacturing Dual Credit Program at Denison ISD and Grayson College.....\$2,000
- ✕ Partner with SEDCO and Grayson College in maintaining a staff person, located at Grayson College, to implement the strategic plan to develop a pipeline of middle skilled workers..... \$5,000
- ✕ Provide funding for up to seven teachers to connect to NEPRIS, a web based platform providing teachers the tools to connect curriculum with the “real world” by virtually inviting industry professionals into the classroom to engage and inspire students.....\$1,000
- ✕ Provide books/tuition/equipment for Denison ISD students enrolled in Grayson College’s dual credit courses in advanced manufacturing and healthcare. Partner with Workforce Solutions Texoma and SEDCO to provide \$50,000 for a matching grant that will generate a \$200,000 grant to fund equipping the Advance Manufacturing Lab at Grayson College.....\$65,000
- ✕ Cost share with Workforce Solutions Texoma and SEDCO to have a subscription to Chmura which provides current workforce data..... \$1,400
- ✕ Partner with Sherman ED and Workforce Solutions Texoma to produce two annual manufacturing career fairs.....\$10,000
- ✕ Partner with local industries, Sherman ED and Workforce Solutions Texoma in hosting quarterly luncheons for 30 Advance Manufacturing Program students and their mentors..... \$2,000

Estimated Property Management Expenses

Business/Industrial Park Maintenance – Cost for mowing of the Industrial/Business Parks.

Florestone Building (Note) – The projected annual cost for principal and interest on the Florestone building.

Florestone Insurance (Liability) – Estimated annual cost for building liability coverage.

Florestone Building Taxes (Property) – Estimated property taxes (to be reimbursed by Florestone).

Estimated One-time Expenses

Business Park Planning/Engineering – The cost to hire Kimley-Horn, Planning and Design Engineering Consultants, to design the master planning and engineering for the North Pointe Business Park (160 acres).

Gas Line Extension – Cost of the annual note payment for the installation of the 8" line from old Highway 75 along the right of way on new Highway 75 to Highway 91, then south to service the Industrial Park and High School.

Infrastructure: The cost to upgrade two (2) fourteen inch City water lines to be replaced under the ACS access road and the repair of the rail crossing at on MacGregor.

Incentives (Obligated) – The obligated amount of funds to be paid for incentives during the 2017/2018 budget year for Façades, Bent Leaf, LLC, and Hilton Garden Inn/Texoma Event Center.

Estimated Funds Available for New Incentives – The projected amount of funds to be available for NEW incentives on October 1, 2017.

ATTACHMENT C

Denison Façade Grant Program 2017-2018

Current Budget: \$50,000

Granted to date (2017-2018): \$3,000

Current Budget Remaining: \$47,000

Minimum project value to be considered \$1,000 (\$500 grant)

CURRENT

- **Gateways (Morton Street & Austin Ave/Eisenhower Pkwy)**
 - Up to \$3,000 per building address
 - Up to \$1,000 may be used for quality, pre-approved signage
- **Commercial Historic Overlay District**
 - Up to \$3,000 per building address
 - Up to \$1,000 may be used for quality, pre-approved signage

PROPOSED

- **Gateways (Morton St; Austin Ave/Eisenhower Pkwy) (Maximum \$5,000)**
 - Up to \$5,000 per building address
 - Up to \$1,000 may be used for quality, pre-approved signage with a façade grant project
- **Commercial Historic Overlay District (Maximum \$25,000)**
 - \$7/square foot of façade (street-front sides)
 - \$1.50/sqft of back/alley and non-street-front sides (including sides above other buildings)
 - Up to \$1,000 may be used for quality, pre-approved, professional signage.
 - No Grant Funding with removal from Denison National Register District contributing status.
 - Prior façade grant recipients may apply

2018 Revisions to the Façade Grant program targets the following objectives:

- To provide larger grants for more significant façade redevelopment projects on commercial buildings in the Commercial Historic Overlay District (National Register District) and targeted Gateways.
- To enhance emphasis on preservation of historic integrity on National Register District Contributing Structures, to improve contributing factors on non-contributing buildings, and to bring buildings back to contributing status where possible.
- To provide façade grants for all sides of commercial (non-residential) buildings in the Commercial Historic Overlay District.

Denison Development Alliance

Financial Statements

March 31, 2018

Veronica Brown Davis, CPA

123 W. Main PO Box 1218 Denison, TX 75021-1218
Phone 903-463-3765 Fax 903-463-7262

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

To the Board of Directors
Denison Development Alliance
Denison, Texas

Management is responsible for the accompanying financial statements of the Denison Development Alliance (a nonprofit organization and component unit of the City of Denison, Texas), which comprise the statement of financial position as of March 31, 2018, and the related statements of activities, budgeted and actual, for the one month and year-to-date then ended in accordance with accounting principles generally accepted in the United States of America. I have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. I did not audit or review the financial statements nor was I required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, I do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The accompanying budget of the Denison Development Alliance for the one month and six months ended March 31, 2018, have not been compiled or examined by me and, accordingly, I do not express an opinion or any other form of assurance on it.

Management has elected to omit the statement of cash flows, and substantially all of the disclosures required in financial statements prepared in accordance with accounting principles generally accepted in the United States of America. If the omitted statement and disclosures were included in the financial statements, they might influence the user's conclusions about the Organization's financial position, changes in net assets, and cash flows. Management has also elected to omit the summaries of significant assumptions and accounting policies required under established guidelines for presentation of prospective financial statements. If the omitted summaries were included in the budgeted information, they might influence the user's conclusions about the organization's budgeted information. Accordingly, these financial statements and budget information are not designed for those who are not informed about such matters.

As explained in note 2 to the financial statements, generally accepted accounting principles require that fixed assets be capitalized and depreciated over their estimated useful lives, and that loan proceeds and repayments be reported as an increase to reduction of a liability. The organization's management has elected to budget current year loan proceeds as income and certain capital purchases and loan payments as expenses. The effect of these departures from generally accepted accounting principles on financial position and results of operations has not been determined.

Veronica Brown Davis, CPA

Denison, Texas
April 23, 2018

Denison Development Alliance
Statement of Financial Position
March 31, 2018

ASSETS

Current Assets

Cash on hand	\$ 200.00
First United Ckg. Account	177,796.03
Landmark Checking Account	222,462.24
Landmark MM Account	1,450,000.00
First United MM Account	52,873.94
MMA 4416 - Def Comp	306,926.84
Sales tax receivable	<u>141,845.51</u>

Total Current Assets	\$	2,352,104.56
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Fixed Assets

Equipment	\$ 5,757.00
---less depreciation	(5,757.00)
Furniture & fixtures	6,125.94
---less depreciation	(6,125.94)
Buildings	4,243,974.77
---less depreciation	(1,352,446.55)
Leasehold improvements	51,916.64
---less depreciation	(21,931.39)
Ind Park Infrs/streets	186,608.00
---less depreciation	(27,680.21)
Land	437,842.73
Hwy 75/84 Property	1,250,000.00
Land improvements	192,564.42
--- less depreciation	<u>(19,256.44)</u>

Total Fixed Assets		<u>4,941,591.97</u>
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Total Assets	\$	<u><u>7,293,696.53</u></u>
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**Denison Development Alliance
Statement of Financial Position
March 31, 2018**

LIABILITIES AND NET ASSETS

Current Liabilities

Security Deposit - Florestone	\$ 67,702.46
Payroll taxes payable	136.43
Accrued Interest Payable	6,667.35
Deferred Revenue	35,517.23
Accrued comp. absences	66,270.00
Accrued Deferred Compensation	256,717.26
CP - Note Pay - ABT Florestone	411,484.58
CP- Woodforest Nat. Bank	<u>66,000.00</u>

Total Current Liabilities \$ 910,495.31

Long-term Liabilities

American Bank- Florestone Note	1,079,485.74
Woodforest Nat. Bk. Loan	505,000.00
Less current portion	<u>(477,484.58)</u>

Total Long-term Liabilities \$ 1,107,001.16

Net Assets

Unrestricted	1,819,150.58
Restricted for long-term debt	13,217.00
Net invested in capital assets	3,157,100.00
Current yr rev over(under) expenses	<u>286,732.48</u>

Total Net Assets 5,276,200.06

Total Liabilities & Net Assets \$ 7,293,696.53

Denison Development Alliance
Statement of Activities - Budgeted and Actual
For the One Month and Year to Date Periods Ended March 31, 2018

	<u>Current Month</u>	<u>Current Month Budget</u>	<u>Variance</u>	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>YTD Variance</u>	<u>Annual Budget</u>
Revenues							
4a Sales Tax Revenue	\$ 141,845.51	\$ 149,581.17	\$ (7,735.66)	\$ 729,047.67	\$ 897,487.00	\$ (168,439.33)	\$ 1,794,974.00
Billboard Reimbursement	1,666.00	1,691.00	(25.00)	9,996.00	10,146.00	(150.00)	20,292.00
Interest Income	37.55	321.17	(283.62)	1,336.95	1,927.00	(590.05)	3,854.00
Lease Income - Florestone	33,851.23	33,851.17	0.06	203,107.38	203,107.00	0.38	406,214.00
Property Tax Income - Florestone	-	7,783.33	(7,783.33)	23,143.68	46,700.00	(23,556.32)	93,400.00
Total Revenues	\$ 177,400.29	\$ 193,227.84	\$ (15,827.55)	\$ 966,631.68	\$ 1,159,367.00	\$ (192,735.32)	\$ 2,318,734.00
Expenses							
Administrative							
Annual Meeting (Summit)	\$ -	\$ 541.67	\$ 541.67	\$ 6,066.03	\$ 3,250.00	\$ (2,816.03)	\$ 6,500.00
Audit/Accounting	1,204.92	1,395.83	190.91	13,499.92	8,375.00	(5,124.92)	16,750.00
Automotive Allowance	950.00	950.00	-	5,700.00	5,700.00	-	11,400.00
Bank Fees	-	4.17	4.17	10.00	25.00	15.00	50.00
Computer Expenses	31.45	458.33	426.88	1,355.25	2,750.00	1,394.75	5,500.00
Consultant Fees	40.00	4,166.67	4,126.67	(2,670.00)	25,000.00	27,670.00	50,000.00
Copier/Maintenance	-	70.83	70.83	492.47	425.00	(67.47)	850.00
Deferred Compensation Trust	-	2,083.33	2,083.33	-	12,500.00	12,500.00	25,000.00
Employee Insurance	2,354.13	2,597.50	243.37	10,923.76	15,585.00	4,661.24	31,170.00
Equip Rent/Maint/Purchase	55.08	100.00	44.92	129.04	600.00	470.96	1,200.00
Janitorial/Office Maintenance	100.00	125.00	25.00	610.00	750.00	140.00	1,500.00
Legal Services	-	833.33	833.33	300.00	5,000.00	4,700.00	10,000.00
Liability Insurance	-	441.67	441.67	1,778.00	2,650.00	872.00	5,300.00
Meeting Refreshments	-	141.67	141.67	760.38	850.00	89.62	1,700.00
Miscellaneous Expense	-	125.00	125.00	442.07	750.00	307.93	1,500.00
Office Furnishings	47.92	83.33	35.41	219.90	500.00	280.10	1,000.00
Office Lease	1,291.40	1,291.42	0.02	7,748.40	7,748.50	0.10	15,497.00
Office Supplies	34.57	458.33	423.76	880.91	2,750.00	1,869.09	5,500.00
Payroll Taxes	2,305.49	1,899.58	(405.91)	7,245.01	11,397.50	4,152.49	22,795.00
Postage	350.00	183.33	(166.67)	954.81	1,100.00	145.19	2,200.00
Professional Development	950.62	1,083.33	132.71	8,089.34	6,500.00	(1,589.34)	13,000.00
Retirement	3,496.94	3,290.58	(206.36)	16,276.41	19,743.50	3,467.09	39,487.00
Salaries	24,567.20	24,504.00	(63.20)	133,833.52	147,024.00	13,190.48	294,048.00
Subscriptions/Dues	-	186.67	186.67	895.95	1,120.00	224.05	2,240.00
Telephone/Communications	633.31	808.33	175.02	3,328.99	4,850.00	1,521.01	9,700.00
Travel	183.13	250.00	66.87	697.89	1,500.00	802.11	3,000.00
Utilities	405.46	575.00	169.54	2,170.98	3,450.00	1,279.02	6,900.00
Workers Comp	-	75.00	75.00	(44.00)	450.00	494.00	900.00
Subtotal Administrative	39,001.62	48,723.90	9,722.28	221,695.03	292,343.50	70,648.47	584,687.00

Denison Development Alliance
Statement of Activities - Budgeted and Actual
For the One Month and Year to Date Periods Ended March 31, 2018

	<u>Current Month</u>	<u>Current Month Budget</u>	<u>Variance</u>	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>YTD Variance</u>	<u>Annual Budget</u>
Program Expenses							
Briefing Center Equipment/Presentations	\$ 93.96	\$ 291.67	\$ 197.71	\$ 613.95	\$ 1,750.00	\$ 1,136.05	\$ 3,500.00
Regis Online	-	300.00	300.00	-	1,800.00	1,800.00	3,600.00
Geographic Information System	-	-	-	-	-	-	-
Retail Lease Trac	-	-	-	-	-	-	-
Retail Market Analysis	-	416.67	416.67	-	2,500.00	2,500.00	5,000.00
Workforce Development	990.12	7,616.67	6,626.55	24,913.38	45,700.00	20,786.62	91,400.00
Xceligent Direct	-	450.00	450.00	5,400.00	2,700.00	(2,700.00)	5,400.00
Subtotal Program Exp.	1,084.08	9,075.01	7,990.93	30,927.33	54,450.00	23,522.67	108,900.00
Property Mgmt. Expenses							
Business /Industrial Park Maintenance	-	250.00	250.00	-	1,500.00	1,500.00	3,000.00
Florestone Building (Interest on Note)	6,059.22	39,489.92	33,430.70	42,089.66	236,939.50	194,849.84	473,879.00
Florestone Insurance (Liability)	-	32.92	32.92	395.00	197.50	(197.50)	395.00
Florestone Bldg. Taxes (Property)	-	7,783.33	7,783.33	23,143.68	46,700.00	23,556.32	93,400.00
Subtotal Property Mgmt. Exp.	6,059.22	47,556.17	41,496.95	65,628.34	285,337.00	219,708.66	570,674.00
Marketing							
Materials/Activities							
Advertising	1,497.22	1,666.67	169.45	9,495.31	10,000.00	504.69	20,000.00
Behavioral Marketing	-	2,083.33	2,083.33	-	12,500.00	12,500.00	25,000.00
Billboard (Hwy 75)	-	25.00	25.00	-	150.00	150.00	300.00
Business Retention Activities	24.03	250.00	225.97	70.08	1,500.00	1,429.92	3,000.00
Corporate Visitation	-	250.00	250.00	-	1,500.00	1,500.00	3,000.00
Direct Mail Program	-	166.67	166.67	-	1,000.00	1,000.00	2,000.00
Mailing Lists	-	166.67	166.67	-	1,000.00	1,000.00	2,000.00
Maps & Photos	-	416.67	416.67	6,203.17	2,500.00	(3,703.17)	5,000.00
Meeting Expense	162.81	250.00	87.19	874.89	1,500.00	625.11	3,000.00
Meeting Sponsorship	-	208.33	208.33	-	1,250.00	1,250.00	2,500.00
NTRA Cooperative Advertising	-	2,750.00	2,750.00	8,250.00	16,500.00	8,250.00	33,000.00
PR Firm	663.72	833.33	169.61	4,692.03	5,000.00	307.97	10,000.00
Prospect Hosting	-	250.00	250.00	554.99	1,500.00	945.01	3,000.00
Recruitment Missions	33.05	2,250.00	2,216.95	1,684.12	13,500.00	11,815.88	27,000.00
Special Events	-	416.67	416.67	2,777.94	2,500.00	(277.94)	5,000.00
Team Texas/DFW Marketing	-	1,666.67	1,666.67	3,000.00	10,000.00	7,000.00	20,000.00
Trade Shows	-	250.00	250.00	-	1,500.00	1,500.00	3,000.00
Website Update	-	2,083.33	2,083.33	640.00	12,500.00	11,860.00	25,000.00
Website/Email Hosting	49.75	291.67	241.92	559.15	1,750.00	1,190.85	3,500.00
Subtotal Marketing	2,430.58	16,275.01	13,844.43	38,801.68	97,650.00	58,848.32	195,300.00
Total Admin, Prog., Mgmt, & Mkt	48,575.50	121,630.09	73,054.59	357,052.38	729,780.50	372,728.12	1,459,561.00
Revenue over (under) expenses after administration, property management, and marketing							
	128,824.79	71,597.75	57,227.04	609,579.30	429,586.50	179,992.80	859,173.00

Denison Development Alliance
Statement of Activities - Budgeted and Actual
For the One Month and Year to Date Periods Ended March 31, 2018

	<u>Current Month</u>	<u>Current Month Budget</u>	<u>Variance</u>	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>YTD Variance</u>	<u>Annual Budget</u>
One-Time Expenses/Obligated Incentives							
ACS Manufacturing Incentive	\$ -	\$ -	\$ -	\$ 160,253.51	\$ -	\$ (160,253.51)	\$ -
Downtown TIF/Planning	-	-	-	-	-	-	-
Gas Line Extension (75/91)	-	6,702.08	6,702.08	8,288.43	40,212.50	31,924.07	80,425.00
Infrastructure	-	8,333.33	8,333.33	71,655.92	50,000.00	(21,655.92)	100,000.00
Bent Leaf, LLC	3,300.00	1,679.17	(1,620.83)	5,400.00	10,075.00	4,675.00	20,150.00
Façade Incentives	-	4,166.67	4,166.67	3,000.00	25,000.00	22,000.00	50,000.00
Hilton Garden Inn/Texoma Event Center	-	4,166.67	4,166.67	15,405.94	25,000.00	9,594.06	50,000.00
National Govt. Services Incentive	-	-	-	-	-	-	-
Novo1/Dialog Direct Incentives	-	-	-	-	-	-	-
Ruiz Foods Incentive	-	-	-	-	-	-	-
Texas Turbines, Inc. Incentive	-	-	-	-	-	-	-
US Aviation Group Incentives	-	-	-	-	-	-	-
Visionary Ind. Insulation, Inc. Incentives	-	-	-	-	-	-	-
Subtotal one-time expenses	3,300.00	25,047.92	21,747.92	264,003.80	150,287.50	(113,716.30)	300,575.00
Revenue (over) under before other non-budgeted items	125,524.79	46,549.83	78,974.96	345,575.50	279,299.00	66,276.50	558,598.00
Depreciation	9,807.17	-	(9,807.17)	58,843.02	-	(58,843.02)	-
Revenue(over) under expenses	\$ 115,717.62	\$ 46,549.83	\$ 69,167.79	\$ 286,732.48	\$ 279,299.00	\$ 7,433.48	\$ 558,598.00

DENISON DEVELOPMENT ALLIANCE
Selected Information
Substantially All Disclosures Required by Accounting Principles
Generally Accepted in the United States are Not Included
March 31, 2018

Note 1 - Organization and Business

Business and Industrial Corporation of Denison, Inc. is a component unit of the City of Denison, Texas, doing business as Denison Development Alliance. Their mission is to stimulate growth of the local economy by locating, inducing and assisting businesses making investment decisions.

Note 2 - Accounting Policies

The financial statements have been prepared on the accrual basis of accounting.

The preparation of financial statements requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

The basis of accounting used by the organization requires that fixed assets be capitalized and depreciated over their estimated useful lives, and that loan proceeds and repayments be reported as an increase in or reduction of a liability. The organization's budgeted revenues and expenses include loan proceeds as revenue and capital improvements and loan payments as expenses.

**Investment Report
Denison Development Alliance
As of March 31, 2018**

Bank/Money Market	Type	Date Opened	Current Yield	Beginning Balance	Accrued Interest	Ending Balance
American Bank Checking	Commercial Checking		\$0.00	\$98,416.42	\$0.00	\$182,296.03
Landmark Bank	Commercial Checking	02/13/18	\$0.00	\$234,422.25	\$0.00	\$222,895.19
American Bank of Texas	Money Market	10/27/03	\$0.15	\$27,871.70	\$2.24	\$52,873.94
Landmark Bank	Money Market	02/13/18	\$0.45	\$1,450,000.00	Pending	\$1,450,000.00
American Bank of Texas	Deferred Comp Trust MM	10/01/11	\$0.15	\$306,891.53	\$35.31	\$306,926.84
TOTAL:						\$2,214,992.00
Previous Balances:						
<i>October 2017 Total</i>						\$ 2,096,484.16
<i>November 2017 Total</i>						\$ 2,057,212.20
<i>December 2017 Total</i>						\$ 2,252,319.96
<i>January 2018 Total</i>						\$ 2,216,843.76
<i>February 2018 Total</i>						\$ 2,117,601.90
<i>March 2018 Total</i>						\$ 2,214,992.00
<i>April 2018 Total</i>						
<i>May 2018 Total</i>						
<i>June 2018 Total</i>						
<i>July 2018 Total</i>						
<i>August 2018 Total</i>						
<i>September 2018 Total</i>						

All investments made by the Denison Development Alliance comply with the Public Funds Investment Act (Texas Government Code Chapter 2256) and all federal, state, and local statutes, rules, or negations.


 Tony Kazi, CECd
 President

400 • 4A Sales Tax Revenue

2015/2016				2016/2017				2017/2018				Annual
Date	Memo	Amount		Date	Memo	Amount		Date	Memo	Amount		Difference
09/21/15	September	\$	109,408.44	09/20/16	September	\$	123,027.32	09/18/17	September	\$	127,680.25	\$ 4,652.93
10/20/15	October	\$	112,579.97	10/21/16	October	\$	135,352.31	10/24/17	October	\$	130,834.95	\$ (4,517.36)
11/19/15	November	\$	145,108.38	11/28/16	November	\$	162,960.47	11/27/17	November	\$	170,278.87	\$ 7,318.40
12/02/15	December	\$	118,014.96	12/21/16	December	\$	131,531.77	12/18/17	December	\$	127,501.13	\$ (4,030.64)
01/20/16	January	\$	108,636.35	01/31/17	January	\$	135,541.01	01/22/18	January	\$	124,379.06	\$ (11,161.95)
02/22/16	February	\$	155,624.88	02/23/17	February	\$	178,724.07	02/20/18	February	\$	182,956.25	\$ 4,232.18
03/21/16	March	\$	110,058.49	03/21/17	March	\$	125,555.52	03/26/18	March	\$	152,365.72	\$ 26,810.20
04/15/16	April	\$	107,656.27	04/26/17	April	\$	118,135.10	04/25/18	April	\$	141,845.51	\$ 23,710.41
05/27/16	May	\$	143,863.19	05/22/17	May	\$	165,106.79		May			
06/20/16	June	\$	119,444.26	06/19/17	June	\$	134,583.33		June			
07/18/16	July	\$	114,018.14	07/28/17	July	\$	137,083.36		July			
08/24/16	August	\$	162,934.29	08/21/17	August	\$	164,013.03		August			
Total to Date Comparison		\$	967,087.74	Total to Date Comparison		\$	1,110,827.57	Total to Date Comparison		\$	1,157,841.74	
2015/2016 Grand Total		\$	1,507,347.62	2016/2017 Grand Total		\$	1,711,614.08	2017/2018 Grand Total		\$	1,157,841.74	
											To Date Difference	\$ 47,014.17
											(from previous year)	