

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

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

Leslie Boudwin  
Bert Trotta  
Elton Robbins

**June 2, 2009**

**NOTICE** is hereby given of a **REGULAR MEETING** of the Dickinson Economic Development Corporation for the City of Dickinson, County of Galveston, State of Texas, to be held on **Tuesday, June 2, 2009, at 7:00 p.m.** at: 1621 FM 517 East, 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**  
Invocation and Pledge of Allegiance
- ITEM 2.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:**
- A. Approval of the Minutes of Dickinson Economic Development Corporation Board meeting of April 7, 2009.
- ITEM 3.) BRIEFING AND DISCUSSION CONCERNING: Executive Director's Update.**
- A. Houston Association of Realtors - Commercial Expo - April 15  
B. Development Update  
C. Update on FY 2008-2009 Audit  
D. Grant Opportunities  
E. Update on DEDC Website  
F. Update Toros Baseball Partnership  
G. Update on Dickinson Little League  
H. Update on Texas Independence Trails  
I. Acquisition of the US Post Office Box
- ITEM 4.) BRIEFING AND DISCUSSION CONCERNING: Status of Reconstruction of Sunset Drive.**
- ITEM 5.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Establishing subcommittee for long-range planning.**
- ITEM 6.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Update on Connect- CTY.**

**ITEM 7.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of FY 2008-2009 Budget Amendment.

**ITEM 8.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Development of Budget Process for FY 2009-2010.

**ITEM 9.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Change the date of the regular schedule meeting for July, 2009.

**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:

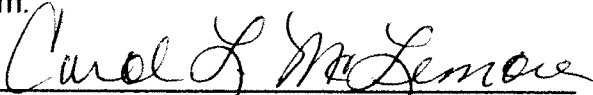
- A. Section 551.087- Discuss or deliberate regarding commercial or financial information that the Dickinson Economic Development Corporation have received from a business prospect that the Dickinson Economic Development Corporation seek to have locate, stay or expand in or near the City and with which the Dickinson Economic Development Corporation are conducting economic development negotiations.

**ITEM 11.) RECONVENE**

**ITEM 12.) ADJOURN**

### CERTIFICATION

This is to certify that a copy of the Notice of the Dickinson Economic Development Corporation Meeting for June 2, 2009, was posted on the bulletin board at City Hall, 1621 FM 517 East Street, Dickinson, Texas, on this 29<sup>th</sup> day of May, 2009, prior to 7:00 p.m.

  
Carol L. 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**

Leslie Boudwin  
Bert Trotta  
Elton Robbins

**April 2, 2009**

**NOTICE** is hereby given of a **REGULAR MEETING** of the Dickinson Economic Development Corporation for the City of Dickinson, County of Galveston, State of Texas, to be held on **Thursday, April 2, 2009, at 7:00 p.m.** at: 1621 FM 517 East, 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**

Invocation and Pledge of Allegiance

**President Jasper Liggio called the meeting to order at 7:01 p.m. Mike Reinschmidt gave the Invocation and Jasper Liggio led the Pledge of Allegiance.**

**Present: Jasper Liggio, Bert Trotta, Mike Reinschmidt, Elton Robbins, Darrell Carney and Leslie Boudwin. Absent was Scott Shrader.**

**Also Present was Julie Johnston and Angela Forbes.**

**ITEM 2.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:**

A. Approval of the Minutes of Dickinson Economic Development Corporation Board meeting of March 5, 2009.

**Mike Reinschmidt made a motion to approve the Minutes of March 5, 2009 Meeting. The motion was seconded by Darrell Carney. The motion passed unanimously.**

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

- A. Dickinson Italian Heritage Celebration "From Italy to Texas"
- B. Dickinson Community Health and Safety Fair – April 4
- C. Houston Association of Realtors - Commercial Expo - April 15

- D. Update on Requested Landscape Improvements for Dickinson Plaza Shopping Center
- E. Development Update
- F. Review of FY 2008-2009 Budgeted Revenues
- G. Budget Process for FY 2009-2010
- H. Grant Opportunities

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

- ITEM 4.) BRIEFING AND DISCUSSION CONCERNING:** Status of Reconstruction of Sunset Drive.

**Development Coordinator Angela Forbes provided a brief update on the project.**

- ITEM 5.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Opening a Bank Account and Policies Related to Obtaining Banking Services for Dickinson Economic Development Corporation.

**Darrell Carney made a motion to approve opening a Bank Account and Policies Related to Obtaining Banking Services for Dickinson Economic Development Corporation. Each check issued on the accounts must have two signatures of authorization. The authorized signatures will include the President, the Secretary or the Executive Director for Dickinson Economic Development Corporation. The motion was seconded by Darrell Carney. The motion passed unanimously.**

- ITEM 6.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Funding for Pro-Rated Proposal for Connect-CTY and Approval to Fund Annual Connect-CTY in FY 2009-2010 Budget.

**After some discussion, Mike Reinschmidt made a motion to approve Pro-Rated Proposal for Connect-CTY in FY 2008-2009 Budget in the amount of 8,612.49. The motion was seconded by Darrell Carney. The motion passed unanimously.**

- ITEM 7.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Request from Dickinson Independent School District for Additional Funding for 2009 Summer Recreation Program.

**After some discussion, Elton Robbins made a motion deny the Request from Dickinson Independent School District for Additional Funding for 2009 Summer Recreation Program. The motion was seconded by Bert Trotta. The motion passed unanimously.**

**ITEM 8.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of FY 2008-2009 Budget Amendment.

**Ms. Johnston requested to table this item until next meeting.**

**Mike Reinschmidt made a motion to table this item until next month. The motion was seconded by Elton Robbins. The motion passed unanimously.**

**ITEM 9.) 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:

**Chairman Jasper Liggio recessed the meeting into Executive Session at 7:40 p.m.**

- A. Section 551.087-** Discuss or deliberate regarding commercial or financial information that the Dickinson Economic Development Corporation have received from a business prospect that the Dickinson Economic Development Corporation seek to have locate, stay or expand in or near the City and with which the Dickinson Economic Development Corporation are conducting economic development negotiations.

**ITEM 10.) RECONVENE**

**Chairman Jasper Liggio reconvened the meeting at 8:03 p.m.**

**ITEM 11.) ADJOURN**

**Darrell Carney made a motion to adjourn the meeting at 8:23 p.m. Bert Trotta seconded the motion. The motion passed unanimously.**

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Jasper Liggio, President



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

**FROM: Kellis George, Director of Public Works**

**DATE: May 28, 2009**

**SUBJECT: Sunset Drive Update**

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The bid process has been completed and Drewker Construction was awarded the bid at the May 26<sup>th</sup> Council Meeting. The contract will be approved at the June 9<sup>th</sup> Council Meeting and re-construction is set to begin late June.



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

**FROM: Kellis George, Director of Public Works**

**DATE: May 28, 2009**

**SUBJECT: Sunset Drive Update**

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The bid process has been completed and Drewker Construction was awarded the bid at the May 26<sup>th</sup> Council Meeting. The contract will be approved at the June 9<sup>th</sup> Council Meeting and re-construction is set to begin late June.

**Johnston, Julie (CITY ADMIN)**

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**From:** David Paulissen [dap@wcid1.com]  
**Sent:** Tuesday, May 12, 2009 9:06 AM  
**To:** Johnston, Julie (CITY ADMIN)  
**Subject:** RE: Connect-CTY Fees  
**Importance:** High

Julie,

That is indeed correct. I do need an invoice to pay from. Can you ask your finance staff to send me an invoice to that effect so that I may get payment started? Thanks!

*David A. Paulissen,*

General Manager  
Galveston County WCID#1  
PO Box 307  
Dickinson, TX 77539  
281-337-7240 Office Direct

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**From:** Johnston, Julie (CITY ADMIN) [mailto:jjohnston@ci.dickinson.tx.us]  
**Sent:** Tuesday, May 12, 2009 8:49 AM  
**To:** David Paulissen  
**Cc:** Johnston, Julie (CITY ADMIN)  
**Subject:** Connect-CTY Fees

David:

I have signed the agreement with Connect-CTY, and we are going to start implementing ASAP. Captain Mason will be the person coordinating the implementation. The agreement is attached. You will see that we addressed the whole County issue in Section 3.

I want to confirm our previous conversations wherein we discussed splitting the fee 50-50 between the City and WCID since we will cover all of WCID's addresses within its boundaries. Is that still your understanding? If so, WCID's portion of the pro-rated fee through September 30 is \$3484.28. The payment should be made to Dickinson Economic Development Corporation since it is the entity funding this service.

Let me know if I have misunderstood our previous conversations. Thanks!

Julie M. Johnston  
City Administrator  
City of Dickinson  
2716 FM 517 East  
Dickinson, TX 77539  
Direct (281) 337-6204  
Fax (281) 337-6190  
[www.ci.dickinson.tx.us](http://www.ci.dickinson.tx.us)

5/26/2009

**SERVICES AGREEMENT**

This SERVICES AGREEMENT (this "Agreement") dated May 7, 2009, is entered into by and between the Dickinson Economic Development Corporation, Texas (the "Customer") and Blackboard Connect Inc., a Delaware corporation and wholly-owned subsidiary of Blackboard Inc. ("Blackboard Connect") (collectively, the "Parties" and individually, the "Party"), whereby the Customer wishes to utilize Blackboard Connect's Connect-CTY service and any other modules to which the Customer subscribes (collectively, the "Service").

WHEREAS, the Customer's subscription to the Service is made through the Houston-Galveston Area Council ("H-GAC") and is subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Service.**

- a. **Unlimited Messaging.** In consideration for the Service Fee (as defined below), Blackboard Connect shall provide the Customer with the Service to send unlimited any-time messages to 7,211 households, businesses, and other related individuals within the Customer's jurisdiction (each, a "Recipient," and collectively, the "Recipients").
- b. **Database.** Blackboard Connect will provide the Customer with one (1) phone number per physical address to the extent that such numbers are available (the "Blackboard Connect Data"). The Customer may provide up to two (2) phone numbers and two (2) email addresses per Recipient (the "Customer Data"), provided, that, for business Recipients, the secondary phone numbers must not tie up more than one phone line of a multi-line business. The Customer Data, the Blackboard Connect Data, and the data input by individuals via the CTY Web Portal (as defined below), may hereinafter be collectively referred to as the "Recipient Data". Telephone messages may only be sent to telephone numbers from the North American Numbering Plan from the 48 contiguous United States, Alaska and Hawaii. Additional charges incurred by the Recipient for messages, including but not limited to text message fees or data fees shall be payable by the Customer or Recipient.
- c. **Training, Customer Support, Maintenance.** Blackboard Connect will provide training to educate all users on how to send messages, receive reports, and other aspects of the operation of the Service. Blackboard Connect will also provide the Customer with unlimited maintenance and support (Customer care and technical support), on a twenty-four (24) hour, seven (7) days a week basis, throughout the life time of the Agreement. The Customer will designate qualified personnel to act as liaisons between the Customer and Blackboard Connect respecting technical, administrative and content matters, and providing accurate and current contact information.
- d. **Geographic Information System (GIS) Mapping.** The Service will include a geo-based mapping system that allows the Customer to create specific call lists for certain areas of the Customer's jurisdiction using criteria such as radius, street, zip code.
- e. **Remote Launching Capability.** The Service allows the Customer to access and use the Service from anywhere in the U.S. via an Internet connection and/or a phone.
- f. **CTY Web Portal.** If Customer elects to link to and use the web interface provided by Blackboard Connect, the provisions in this Section 1.f. shall apply. The Customer agrees that the CTY Web Portal is for the sole purpose of enabling Recipients to update and add their contact information. If the Customer elects to use the CTY Web Portal, Blackboard Connect grants for the period of the Term (as defined below) to Customer a limited non-exclusive, worldwide, royalty-free license to place a digital image of the Blackboard Connect Connect-CTY Sign-up Logo, which will be presented to Customer (the "Image"), on an appropriate page of the Customer's Internet site, located at [www.ci.dickinson.tx.us](http://www.ci.dickinson.tx.us), with a hyperlink to Blackboard Connect's CTY Web Portal site (the "Link") at <https://portal.blackboardconnectcty.com/> (the "CTY Web Portal"). The Customer may not use any other trademark or service mark in connection with the Image without the prior written approval of Blackboard Connect. The Link may not be used in any manner to provide a user with access to the CTY Web Portal via any framing, layering or other techniques now known or hereafter developed that permit display of the CTY Web Portal with any materials posted by Customer or any party other than Blackboard Connect. Customer may not allow the Image to be linked to any other web site. The Customer may not use the Image in any manner not permitted hereunder, modify the Image, or copy, or create a derivative work from, the "look and feel" of the Image. Blackboard Connect will have the right to review all uses of the Image for quality control purposes and proper compliance with guidelines, as they may be modified from time to time. Blackboard Connect reserves the right to modify permission to use the Image and/or the Link at any time.

- 2. **Term; Termination.** This Agreement will commence on the date which is the later of, the date of execution of the Agreement (the, "Effective Date") or May 11, 2009 (the "Service Start Date") and will end on September 30, 2009 (the "Initial Term"). Thereafter, the Agreement will renew automatically upon the expiration of the Initial Term for successive one (1) year periods (each, a "Renewal Term," and collectively with the Initial Term, the "Term"), unless either Party provides written notice of its desire not to renew at least 30 days prior to the end of the then-current term. Notwithstanding the foregoing, if Customer inputs any information or other data into Blackboard Connect's systems prior to the Service Start Date in order to prepare for the start of the Service and/or sends any messages prior to the Service Start Date, the Customer expressly accepts that the terms and conditions of this Agreement will also apply during that earlier period.

- a. **Termination with Cause.** Either Party may terminate this Agreement in the event of a material breach by the other Party, which breach remains uncured for thirty (30) days following written notice to the breaching Party. In the event of a termination by Customer for an uncured material breach, the Customer will receive a prorated refund of the annual Service Fee calculated



costs and reasonable attorneys' fees) in connection with any claim or action that arises from the content or effects of any messages the Customer distributes using the Service or the Customer's use of the Service.


7. **Limitation of Liability.** In no event will Blackboard Connect, its officers, employees, representatives or licensors be liable to Customer for any indirect, punitive, reliance, special, consequential, exemplary, or other similar damages of any kind or nature whatsoever, suffered by the other Party or any third party (including without limitation, business interruption, downtime, or any use of, or failure to use the Service, or any loss of business, contracts, profits, anticipated savings, goodwill or revenue, or any loss or corruption of data), arising out of this Agreement, the Service, or the transactions contemplated hereby, even if a Party has been advised of the possibilities of such damages or should have foreseen such damages. Blackboard Connect, its officers and employees will not be liable for any damages or injury with respect to the performance of the Service, including, but not limited to, any failure of performance, error, omission, defect, delay, computer virus, or line failure, interruptions or disruptions in the services contemplated under this Agreement caused by or resulting from any act, omission or condition beyond Blackboard Connect's reasonable control, whether or not foreseeable or identified, including but not limited to, transmission errors, or corruption or security of information carried over telecommunication lines, failure of digital transmission links, hostile network attacks or network congestion, or acts of God, acts of war, governmental regulations, public utilities or telecommunication providers, shortage of equipment, materials or supplies, fire, power failure, earthquakes, severe weather, floods or other natural disaster or the Customer's or any third party's applications, hardware, software or communications equipment or facilities, unless same results from the intentional or willful acts of Blackboard Connect. Blackboard Connect is not responsible to the Customer, any of Customer's Recipients or any other third party regarding the accuracy or validity of the data entered through the CTY Web Portal, and Blackboard Connect makes no warranty that the CTY Web Portal will be error-free or that access thereto will be uninterrupted. Under no circumstances will the aggregate liability of Blackboard Connect to the Customer or any third party arising out of or related to this Agreement or the provision of the Service, exceed the aggregate fees paid to Blackboard Connect under this Agreement during the 12 month period immediately prior to the event, act or omission giving rise to such liability, regardless of whether any action or claim is based on warranty, indemnification, contract, tort or otherwise. The existence of multiple claims will not enlarge this limit. The foregoing limitations of liability are intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Nothing contained in the foregoing limits or excludes the liability of Blackboard Connect for liability which cannot be excluded by law. Notwithstanding anything contained herein to the contrary, the Customer shall be responsible for all claims and damage resulting for misuse of the Service by the Customer or its users including reimbursement of any expenses incurred by Blackboard Connect in defending claims arising from such misuse. The Parties acknowledge and agree that the fees, limitations of liability and remedies reflect the allocation of risk between the Parties, and that Sections 7 and 8 are essential elements of the basis of the bargain between the Parties and that in its absence, the economic terms of this Agreement would be substantially different.
8. **Limited Warranty.** THE SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, BLACKBOARD CONNECT EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES RELATING TO THE SERVICE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, DATA ACCURACY, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND/OR QUIET ENJOYMENT. NEITHER BLACKBOARD CONNECT NOR ITS LICENSORS WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE SERVICE WILL MEET ANY REQUIREMENTS OR NEEDS CUSTOMER MAY HAVE, OR THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION; AND BLACKBOARD CONNECT AND ITS LICENSORS MAKE NO GUARANTEE OF ACCESS TO OR OF ACCURACY OF THE CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICE. In the event of the Service's failure to comply with this Agreement, the Customer's sole remedy shall be to terminate the Agreement. The Customer acknowledges and agrees that the Service is not intended, nor designed, for use in high risk activities, or in any situation where failure of the Service could lead to death, personal injury, or damage to property, or where other damage could result if an error occurred and the parties further agree that, to the extent not prohibited by applicable law, Blackboard Connect shall not be liable for any death, personal injury or damage to property. The Customer also acknowledges and agrees that the primary recourse of the Customer in the event of any actual or potential threat to person or property should be to contact First Responder Services and that the Service is not intended to replace First Responder Services, or to be used for communicating with, or replace notification to, or interoperate directly with, First Responder Services, which should have already been notified and deployed prior to using the Service.
9. **Miscellaneous.** The Customer acknowledges and agrees that the, Blackboard Connect Data, the Blackboard Connect Confidential Information and all other materials pertaining to the use of the Service are not purchased or developed with Customer funds. Accordingly, nothing in this Agreement grants or transfers to the Customer any ownership rights in the foregoing materials, the Service, or the Image and the goodwill associated therewith. Each Party may seek any relief, including equitable relief provided under law. The Customer is expressly prohibited from reproducing, modifying, duplicating, copying, making derivative works, publicly displaying, or otherwise exploiting, in whole or in part, the member pages of the Blackboard Connect website without the express written permission of Blackboard Connect. This Agreement will be governed and interpreted in accordance with the governing law of the state of the Customer. In addition to any other relief awarded, the prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement. In the event that any provision of this Agreement is invalid under applicable law, the remainder of this Agreement will continue in full force and effect, and the Parties will replace the invalid provision with one that, as much as possible, reflects the original intentions of the Parties and is valid under applicable law. Blackboard Connect is providing a service to the Customer as an independent contractor. No provisions of this Agreement are

intended or shall be construed to confer upon or give to any person or entity other than Blackboard Connect or Customer, any rights, remedies or other benefits under or by reason of this Agreement. All notices to Blackboard Connect must be in writing and may be delivered in person or by courier, sent by facsimile, or mailed postage prepaid, return receipt requested to the attention of the Legal Department at the address on the signatory page. Notices to the Customer must be in writing and may be delivered in person or by courier, sent by facsimile, or mailed by certified or registered mail, postage prepaid, return receipt requested to the address on the signature page and to the attention of the signatory. Any notices will be effective upon receipt by the Party receiving such notice. Neither Party may assign this Agreement without the other Party's prior written consent, provided, that Blackboard Connect may assign this Agreement without the Customer's prior consent to (i) a parent, subsidiary or affiliate of Blackboard Connect or (ii) any entity or successor that acquires all or substantially all of the business, stock, or assets of Blackboard Connect. Any assignment made in conflict with this provision shall be void subject to the foregoing, and this Agreement shall benefit and bind the permitted successors and assigns of the Parties. The Agreement may be executed in counterparts and a signature on a copy of this Agreement received by either Party by facsimile is binding upon the other Party as an original. This Agreement expresses the complete and final understanding of the Parties with respect to the subject matter hereof, and supersedes all prior communications between the Parties, whether written or oral with respect to the subject matter hereof. Except as stated herein, this Agreement may be amended only in writing that refers explicitly to this Agreement and that is signed by an authorized representative of both Parties. By signing below, the Customer represents and warrants that it has read and understands all applicable parts of this Agreement, including the Policies, and that person who has signed this Agreement for the Customer is authorized to execute and deliver this Agreement on its behalf.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date of execution of this Agreement.

DICKINSON ECONOMIC DEVELOPMENT CORPORATION

BLACKBOARD CONNECT INC.

Authorized Signatory:   
Name & Title: JULIE M. JOHNSTON  
EXECUTIVE DIRECTOR  
Execution Date: 5-7-09

Authorized Signatory: \_\_\_\_\_  
Name & Title: \_\_\_\_\_  
Execution Date: \_\_\_\_\_

Address: Dickinson Economic Development Corporation

Address: Blackboard Inc.  
650 Massachusetts Ave NW, 6th floor  
Washington DC 20001-3796  
Tel: (202) 463-4860 ext 2463 or ext 2592  
Fax: 8184500425

Contact Person: JULIE M. JOHNSTON  
Telephone Number: 281 337 6204  
Email Address: jjohnston@ci.dickinson.tx.us  
Fax Number: 281 337 6190

Email: [Toni.Long@blackboard.com](mailto:Toni.Long@blackboard.com)

**DICKINSON ECONOMIC DEVELOPMENT CORPORATION**  
**Amended FY 2008-2009 Income Statement**  
**(Revised 6-2-09) [Oak Park Deleted]**

	BUDGET 2008-2009	AMENDED 2008-2009	VARIANCE 2008-2009
<b>REVENUE</b>			
Sales Tax Revenue			
General 4B	\$ 544,500	\$ 1,236,409	\$ 691,909
Chapter 380 Corporations	\$ 1,033,687	-	\$ (1,033,687)
Grants	-	-	-
Transfer from City	-	-	-
Fee for Service	-	-	-
Rental / Lease			
Railroad Museum	\$ 5,000	\$ 2,000	\$ (3,000)
Donations	-	-	-
Gift Shop Income	-	-	-
Interest Income	\$ 45,101	\$ 18,040	\$ (27,061)
Use of Beginning Fund Balance	-	\$ 109,820	\$ 109,820
<b>TOTAL REVENUE</b>	<b>\$ 1,628,288</b>	<b>\$ 1,366,269</b>	<b>\$ (262,019)</b>
<b>EXPENSES</b>			
<b>Admin / Operations</b>			
Personnel Services	\$ 108,875	\$ 108,875	\$ -
Information Technology	\$ 26,440	\$ 26,440	\$ -
Office Space Rental	\$ 3,000	\$ 3,000	\$ -
Office Supplies / Postage	\$ 1,000	\$ 1,000	\$ -
Building Maintenance	\$ 500	\$ 500	\$ -

Amended FY 2008-2009 DEDC Income Statement  
(Revised 6-2-09)  
[Oak Park Deleted]

Travel/Training	\$	12,000	\$	12,000	\$	-
Dues / Subscriptions	\$	12,750	\$	12,750	\$	-
<b>EXPENSES (continued)</b>						
Communications	\$	750	\$	750	\$	-
Utilities	\$	2,238	\$	2,238	\$	-
Community Event Sponsorship	\$	10,000	\$	10,000	\$	-
ED Grants and Projects	\$	-	\$	-	\$	-
Marketing & Promotions	\$	25,000	\$	25,000	\$	-
Public Official/E&O Insurance	\$	3,500	\$	3,500	\$	-
<b>Contract Services</b>						
Financial / Auditing	\$	3,750	\$	3,750	\$	-
Legal	\$	7,500	\$	7,500	\$	-
ED Consulting	\$	50,000	\$	50,000	\$	-
Keep Dickinson Beautiful	\$	5,000	\$	5,000	\$	-
Festival of Lights	\$	15,000	\$	15,000	\$	-
Harbor Playhouse	\$	-	\$	-	\$	-
DISD Summer Rec	\$	7,500	\$	7,500	\$	-
Laboratory Services	\$	5,000	\$	5,000	\$	-
Engineering Services	\$	-	\$	-	\$	-
Multimedia Services	\$	3,000	\$	3,000	\$	-
Connect CTY Services	\$	-	\$	8,600	\$	8,600
Street Sweeping Contract	\$	3,000	\$	3,000	\$	-
ROW & Facilities - Mowing Contract	\$	26,000	\$	26,000	\$	-
<b>Capital Outlays</b>						
Computer / Office Equipment	\$	3,000	\$	3,000	\$	-
Real Property Acquisition	\$	100,000	\$	57,000	\$	(43,000)
<b>Capital Improvements (Reimbursed Through City Contract)</b>						
City Hall/Library Complex (Audio/Visual)	\$	-	\$	76,386	\$	76,386
City Hall/Library Complex (Parking Lots)	\$	78,753	\$	78,753	\$	-
Sunset Drive	\$	400,000	\$	536,000	\$	136,000
Oak Park	\$	170,886	\$	-	\$	(170,886)
Comprehensive Drainage Study	\$	60,000	\$	60,000	\$	-

Amended FY 2008-2009 DEDC Income Statement  
(Revised 6-2-09)  
[Oak Park Deleted]

Comprehensive Plan		\$	75,000	\$	-	\$	(75,000)
Master Plan Supplement Related to Parks & Trails		\$	21,000	\$	-	\$	(21,000)
<b>Notes Payable - Debt Service (Reimbursed Through City C</b>		\$	42,000	\$	42,000	\$	-
Principal		\$	29,855	\$	29,855	\$	-
Interest		\$	-	\$	-	\$	-
<b>Museum - Tourism</b>		\$	44,696	\$	44,696	\$	-
Personnel Services		\$	1,500	\$	1,500	\$	-
Office Supplies		\$	-	\$	-	\$	-
Inventory		\$	13,780	\$	15,000	\$	1,220
Building & Property Maintenance		\$	1,375	\$	1,375	\$	-
Computer Maintenance and Networking		\$	5,000	\$	5,000	\$	-
Travel and Training		\$	900	\$	900	\$	-
Dues/Subscriptions/Books		\$	4,100	\$	4,100	\$	-
Communication- Pagers/Phone		\$	2,000	\$	2,000	\$	-
Storage Rental		\$	26,300	\$	26,300	\$	-
Utilities-Gas, Electricity & Water		\$	12,000	\$	12,000	\$	-
Property/Liability Insurance		\$	5,000	\$	5,000	\$	-
Marketing & Advertising		\$	50,000	\$	25,000	\$	(25,000)
Museum Center Renovations/Upgrades		\$	-	\$	-	\$	-
<b>EXPENSES b/f Incentives</b>		\$	1,478,948	\$	1,366,269	\$	(0)
<b>Incentive Accounts</b>							
Operational Incentives	20%	\$	29,868	\$	0	\$	(29,868)
Professional Services	10%	\$	14,934	\$	0	\$	(14,934)
Real Estate Marketing Fund	10%	\$	14,934	\$	0	\$	(14,934)
Capital Projects							
Real Property	25%	\$	37,335	\$	0	\$	(37,335)
Personal Property	10%	\$	14,934	\$	0	\$	(14,934)
Improvements	25%	\$	37,335	\$	0	\$	(37,335)

Amended FY 2008-2009 DEDC Income Statement  
(Revised 6-2-09)  
[Oak Park Deleted]

<b>TOTAL EXPENSES</b>	\$ 1,628,288	\$ 1,366,269	\$ (149,340)
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Amended FY 2008-2009 DEDC Income Statement  
(Revised 6-2-09)  
[Oak Park Deleted]



# PRELIMINARY BUDGET CALENDAR

## FISCAL YEAR 2009-2010

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- May 5** First Budget Instruction Meeting with Department Heads
- May 12** Budget system opened for Departmental Budget Request – Revision 1
- May 19** Second Departmental Budget meeting and first budget review by City Administrator and Department Heads
- May 22** Budget system closed for Departmental Budget Request – Revision 1 Supplemental Requests Due to Finance Director
- May 28** Third Departmental Budget Meeting and Second budget review by City Administrator and Department Heads
- June 19** Re-submit Budget reports to department heads for review as needed
- June 22** Budget Workshop with City Council  
(NOTE: This is a Special Council Meeting on Monday at 7:00 pm)
- July 2** Fourth Departmental Budget Meeting and third budget review by City Administrator and Department Heads
- July 6** Budget Workshop with City Council  
(NOTE: This is a Special Council Meeting on Monday at 7:00 pm)
- July 22** Budget Workshop with City Council  
(NOTE: This is a Special Council Meeting on Wednesday at 7:00 pm)
- July 25** Deadline for Chief Appraiser to certify tax rolls to taxing units.
- Aug 3** Mayor and City Administrator formally propose FY 2009-2010 Budget to Council  
(NOTE: This is a Special Council Meeting on Monday at 7.00pm)
- A copy of the proposed budget posted on the web and filed with the City Secretary.  
City Charter, Article 7.02  
Local Govt. Code §102.005 (filing with City Secretary must be before 30<sup>th</sup> day before tax rate adopted)

- Aug 7** Publication of effective and rollback tax rate, statement and schedules.  
Property Tax Code §26.04(e)
- Aug 11** Council work session on revised proposed budget and discussion concerning proposed tax rate.
- Approve 2009 Certified Appraisal Roll.
- Acceptance of Effective and Rollback Tax Rates.
- Establish proposed tax rate; take record vote and schedule public hearings on and adoption date for budget and tax rate.
- Publish notice of public hearings on tax increase (applies only if tax rate will exceed the lower of the rollback rate or effective tax rate).  
Property Tax Code §26.05 (d)  
Property Tax Code §26.06(a) (no less than 7 days notice before hearing on tax rate increase - quarter page notice in newspaper, on TV and website)
- Continuous Internet notice of tax rate hearings begins (applies only if tax rate will exceed the lower of the rollback rate or effective tax rate).  
Property Tax Code §26.06(c)
- Aug 14** 72-hour notice for first public meeting (Open Meetings Notice).
- Aug 18** First public hearing on proposed tax rate (applies only if tax rate will exceed the lower of the rollback rate or effective tax rate); schedule and announce second public hearing if necessary.  
(NOTE: This is a Special Council Meeting on Wednesday at 7.00 pm)  
Property Tax Code §26.06 (a) & (e) (at least 3 days before 2<sup>nd</sup> hearing)
- Aug 20** 72-hour notice for second public hearing (Open Meetings Notice).
- Aug 25** Second public hearing on proposed tax rate; schedule and announce meeting to adopt tax rate.  
Property Tax Code §26.06(a) and (e) (no more than 14 days before adoption of tax rate)
- Aug 28** Publish notice of vote on tax rate.  
Property Tax Code §26.06(d) (at least 7 days before the meeting)  
Publish notice of public hearing on proposed budget.  
Local Govt. Code §102.0065 (not later than 10<sup>th</sup> day nor earlier than 30<sup>th</sup> day before the budget hearing)
- Sept 4** 72-hour notice for meeting at which governing body will adopt tax rate (Open Meetings Notice).
- Sept 8** Council holds public hearing on proposed budget and tax rate.  
Local Govt. Code §102.006(b)

Council adopts FY 2009-2010 budget and sets tax rate (separate actions with budget being adopted prior to tax rate).

Local Govt. Code §102.007 (Adopt by September 30 or within 60 days of receiving certified appraisal roll, whichever is later)

Property Tax Code §26.05

City Charter, Article 7.05 (Adopt 10 days prior to beginning of next fiscal year)

Adopted budget filed with both the City Secretary and Galveston County Clerk.

Local Govt. Code §102.009(d)

**Sept 30** Filing and distribution of adopted budget.

**Oct 1** Begin new fiscal year.



**Dickinson Economic Development Corporation  
 FY 2009 Final Budget - Revision 10  
 Inter-Fund Transfer Details  
 as of October 9, 2008**

<u>Personnel Services</u>	%	Amount
City Administrator	40%	52,479.14
Community Development Coordinator	40%	18,247.77
Chief Financial Officer	10%	10,598.88
Public Works Director	30%	27,297.70
Administrative Assistant (Tourism & Museum Ctr)	100%	13,686.85
Tourism & Museum Director (Tourism & Museum Ctr)	60%	34,693.81
<b>Sub-Total</b>		<b>157,004.14</b>
 <u>Per Ms. Johnston's request as of 07/30/2008</u>		
Street Sweeping & ROW Maintenance		29,000.00
Utilities - prorate for City Hall (5%)		2,238.00
Rental of City Hall \$5000 (Use of City Administrator's Office)		3,000.00
IT Services		26,440.20
		<u>60,678.20</u>
 <u>Maintenance &amp; Operation Expenses</u>		
Office Supplies/ Audit Fees		<u>4,000.00</u>
<b>Transfer In from Dickinson Eco.Dev.Corporation.</b>		<b><u>221,682.34</u></b>

**RECOMMENDATIONS FOR PROJECTS  
TO BE REIMBURSED BY  
DICKINSON ECONOMIC DEVELOPMENT CORPORATION  
TO  
CITY OF DICKINSON  
FISCAL YEAR 2008-2009  
(Revised 9-3-08)**

<b>PROJECT/ITEM</b>	<b>AMOUNT</b>
<b>Transfer to Capital Improvement Fund:</b>	
Preparation of Comprehensive Drainage Study	\$ 60,000.00
Undesignated Street Projects	\$ 270,000.00
Reconstruction of Oak Park (not completed in FY 07-08)	\$ 170,886.00
<b>Reimbursement to General Fund Balance:</b>	
Preparation of Comprehensive Plan	\$ 75,000.00
Master Plan Supplement Related to Parks & Trails	\$ 21,000.00
<b>Transfer to General Fund:</b>	
Personnel Services	\$ 191,484.00
Utilities/Office Space/Office Supplies	\$ 9,238.00
Street Sweeping	\$ 3,000.00
Right-of-Way Mowing	\$ 26,000.00
<b>TOTAL REIMBURSABLE PROJECTS</b>	<b>\$ 826,608.00</b>