



**MINUTES OF MEETING**  
**THURSDAY, JANUARY 17, 2018, 4:00 P.M.**  
**311 W. WOODARD STREET, DENISON, TEXAS**

**MEMBERS PRESENT:** Robert Crawley, Brett Evans, Jared Johnson, Matthew Looney, David Spindle

**MEMBERS ABSENT:** None

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

**GUESTS:** Councilman Rayce Guess, Michelle Kyzar

**MEETING WAS CALLED TO ORDER BY DAVID SPINDLE, CHAIRMAN AT 4:02 PM.**

- I. REVIEW AND CONSIDER APPROVAL THE 2017/2018 DRAFT AUDIT PRESENTED BY MCCLANAHAN AND HOLMES:** Presented by Michelle Kyzar of McClanahan and Holmes. Reviewed and discussed by members. Matthew Looney motioned to approve the audit as presented. Seconded by Brett Evans. Motion was unanimously approved.
- II. REVIEW AND CONSIDER APPROVAL OF THE REGULAR CALLED MEETING MINUTES HELD DECEMBER 20, 2018:** Reviewed by members. Brett Evans motioned to approve the regular called meeting minutes as submitted by staff. Matthew Looney seconded. Motion was unanimously approved.
- III. REVIEW AND CONSIDER APPROVAL OF THE DECEMBER 2018 FINANCIAL REPORTS:** Discussed among staff and Board members. Matthew Looney moved to approve the financial reports as submitted by Veronica Davis, CPA. Brett Evans seconded, and the motion was unanimously approved.
- IV. CONSIDER AMENDING FLORSTONE PRODUCTS LEASE AGREEMENT (ATTACHMENT A):** Tony Kaai updated members about the current status of Florestone Products lease agreement. Mr. Kaai reported Florestone has been an excellent tenant and recommended the Board consider the lease amendments. Matthew Looney moved to approve the lease amendment as presented by staff. Brett Evans seconded the motion. The motion was unanimously approved.
- V. REVIEW MONTHLY INVESTMENT REPORT:** Staff reported the 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.
- VI. MONTHLY STAFF REPORT:** Presented by DDA staff members. No action needed.

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**ANNOUNCEMENT BY PRESIDING OFFICER:** “As authorized by Section 551.087 of the Texas Government Code, Chairman Spindle announced the Denison Development Alliance adjourned into closed Executive Session on the 17<sup>th</sup> day of January, 2019, at 4:41 PM to consider the following:

**I. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS**


Consider incentives, if any, for Project TUBE and Project CAPSULE.

Following the closed Executive Session the Board reconvened in open and public session at 5:13 PM.

**I. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS**

Consider incentives, if any, for Project TUBE and Project CAPSULE: No action taken.

**THERE BEING NO FURTHER BUSINESS THE MEETING WAS ADJOURNED AT 5:13 PM.**

  
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David Spindle, Chairman

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February 28, 2019

Date Approved

# **ATTACHMENT A**

**AMENDMENT TO LEASE AGREEMENT**

This Amendment to Lease Agreement (hereinafter referred to as this "Amendment") is executed this 17th day of January, 2019, by and between BUSINESS AND INDUSTRIAL CORPORATION OF DENISON, INC. d/b/a DENISON DEVELOPMENT ALLIANCE, hereinafter referred to as Lessor, and FLORESTONE, INC., hereinafter referred to as Lessee, to be attached to and made a part of that certain Lease Agreement (hereinafter referred to as the "Lease") dated July 27, 204, between Lessor and Lessee.

NOTWITHSTANDING anything that may be contained in said Lease to the contrary, Lessor and Lessee agree to amend the Lease as follows:

1. Lessor shall return the security deposit (as described in Article 3 of the Lease) in the amount of \$67,702.46 upon execution of this Amendment by Lessor and Lessee.

2. The Option to Purchase described in Article 18 of the Lease that was granted to Lessee and or its assigns is hereby amended to be granted to Ron Flores and Carol Flores Deaver.

3. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile signatures and/or signatures scanned and emailed shall be treated for all purposes as original signatures.

4. Except as expressly amended herein, all other terms and conditions of the Lease shall remain unchanged and in full force and effect. Where the terms of this Amendment and the terms of the Lease conflict, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to be effective as of January 17, 2019.

**Lessor:**

**Lessee:**

Business and Industrial Corporation  
of Denison, Inc.  
d/b/a Denison Development Alliance

Florestone Products Company

By: Tony Kaa

By: Ronald R Flores

Printed Name: TONY KAAI

Printed Name: RONALD R FLORES

Title: President

Title: CEO